City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, May 6, 2025 at 9:00 am
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

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

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us02web.zoom.us/j/81513490075
A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us
Providing Public Comment:

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

Remote Participation: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The Webinar ID is: 815 1349 0075. Press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

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

PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

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

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

Land Acknowledgement

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

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

Proclamations

1. Proclamation Recognizing May 2025 as Military Appreciation Month
   Requested Action / Suggested Motions: Issue a Proclamation to Lieutenant Blake Hoyt with the Naval Air Station, Fallon, recognizing May 2025 as "Military Appreciation Month"
   Responsible Staff Member(s): Susan Blankenship, City Clerk
   Item 1- Executive Summary.pdf
   Proclamation - Recognizing May 2025 as National Military Appreciation Month.pdf

2. Proclamation Recognizing May 2025 as Mental Health Awareness Month
   Requested Action / Suggested Motions: Issue a Proclamation to Angie Regan of Access Tahoe recognizing May 2025 as "Mental Health Awareness Month"
   Responsible Staff Member(s): Susan Blankenship, City Clerk
   Item 2- Executive Summary.pdf
   Proclamation -Recognising May 2025 Mental Health Awareness Month.pdf

3. Proclamation Recognizing May 18-24, 2025, as National Public Works Week
   Requested Action / Suggested Motions: Issue a Proclamation to the Public Works Department recognizing May 18-24, 2025, as "National Public Works Week"
   Responsible Staff Member(s): Susan Blankenship, City Clerk
   Item 3- Executive Summary.pdf
   Proclamation - Recognising May 18-24, 2025 National Public Works Week.pdf

City Commission Reports

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

Consent Agenda
Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes per item and six (6) minutes total per speaker.
The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

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

4. Regular City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving minutes of the April 22, 2025, Regular City Council meeting.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
Item 4- Executive Summary.pdf
04 22 2025 City Council Meeting Minutes.pdf

5. Appropriation of Funds for the Precision Approach Path Indicators (PAPI)
Requested Action / Suggested Motions: Pass a Resolution authorizing the Finance Director to appropriate funds for the Precision Approach Path Indicators (PAPI) in the amount of $47,480.00 with a 5 percent contingency ($2,374.00).
CEQA Determination: The project is exempt from review under CEQA Guidelines section 15301(d) (Existing Facilities - restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety).
Responsible Staff Member(s): John Dickinson, Airport Manager
Item 5- Executive Summary.pdf
01- Staff Report PAPI
02-Resolution PAPI

6. Approval of Final Subdivision Map for 3708 Highway 50 Town Homes, El Dorado County APNs 027-072-032 and 027-072-010
Requested Action / Suggested Motions: Pass a Resolution approving Final Subdivision Map Pursuant to the Subdivision Map Act for 3708 Highway 50 Town Homes, located at 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue (APNs 027-072-032 and 027-072-010).
CEQA Determination: This project is categorically exempt under CEQA Guidelines section 15332, Class 32 (infill development).
Responsible Staff Member(s): Emily Dougherty, Engineering Technician and John Hitchcock, Planning Manager
Item 6- Executive Summary.pdf
01-Staff Report - Lake Tahoe Blvd Final Map.docx
02 Res 2022-040 Tentative Map.pdf
03 Res 2024-013 Tentative Map Extension.pdf
04-Resolution - Final Subdivision Map.docx
05 Final Map.pdf

7. Amendment to Agreement with Lumos & Associates for the Stateline Avenue Complete Streets Project, Planning and Design Feasibility
Requested Action / Suggested Motions: Pass a Motion authorizing the Mayor to execute Amendment No. 2 to Agreement with Lumos & Associates for additional planning and design feasibility services for the Stateline Avenue Complete Streets Project for the amount of $9,700 for a

total not-to-exceed contract amount of $236,900.
CEQA Determination: This action is statutorily exempt under CEQA Guidelines Section 15262 (Feasibility and Planning Studies) and categorically exempt under Section 15305, Class 6 (Information Collection).
Responsible Staff Member(s): Emily Dougherty, Engineering Technician
Item 7- Executive Summary.pdf
01-Staff Report - Amendment No. 2 Lumos and Associates.docx
02-StatelineVicinityMap.pdf
03 Resolution 2024-066 Agreement with Lumos.pdf
04_LumosAmendment__1C-197-2024.pdf
05 Lumos PSA Amendment 2.pdf

8. Affordable Housing and Sustainable Communities (AHSC) Program Application for the Sugar Pine Village Phase 2B Affordable Housing Project
Requested Action / Suggested Motions: Pass a Resolution authorizing staff to submit a joint application with Related Companies of California LLC under the AHSC Program for an amount not to exceed $30,000,000 of which an amount not to exceed $20,000,000 will be provided as a loan for the affordable housing construction and an amount not to exceed $10,000,000 will be provided as a reimbursable grant for Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit Related Infrastructure (TRA) or Program activities as defined in the AHSC Program Guidelines.
CEQA Determination: This action is statutorily exempt from CEQA under Government Code section 65913.4(d)(2) because the project was approved under Senate Bill 35, and to the extent that the pedestrian improvements were not included in the initial approval, they are categorically exempt under CEQA Guidelines section 15301 (existing facilities).
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 8- Executive Summary.pdf
01-Staff_Report_AHSC_05.06.2025.docx
02-Resolution - AHSC Round 9 App 05.06.2025.docx

9. Grant of Permanent Easement to Liberty Utilities for Underground and Above Ground Utility Facilities Associated with Electric Vehicle Charging Stations at 3069 Harrison Avenue, a City-owned parcel.
Requested Action / Suggested Motions: Pass a Resolution Granting a Permanent Utility Easement to Liberty Utilities at 3069 Harrison Avenue, a City-owned parcel, for the purpose of expanding infrastructure to service 12 Electric Vehicle Charging Stations.
CEQA Determination: This action is exempt under CEQA Guidelines section 15061(b)(3) (small structures, such as the installation of utility infrastructure).
Responsible Staff Member(s): Emily Dougherty, Permit Technician
Item 9- Executive Summary.pdf
01-Staff Report - Liberty Easement.docx
02 Project Map 3069 Harrison Av.pdf
03 Permanent Easement_Liberty.docx
04 Resolution_Liberty Easement.docx

10. Ordinance Designating Very High Fire Severity Zones (Second Reading)
Requested Action / Suggested Motions: Pass an Ordinance Designating Very High Fire Severity Zones within the City of South Lake Tahoe.
Responsible Staff Member(s): Jim Drennan, Fire Chief, and Kim George, Fire Marshal
Item 10- Executive Summary.pdf
01-Staff Report- Fire Severity Zones Ordinance.docx
02 - LRA FHSZ Rollout Plan
03-Ordinance - Designating Very High Fire Severity Zones.docx
04-Map (Exh. A to Ordinance)
05-Notice of Publication

Public Hearing

11. Levy of Assessment for Ski Run Business Improvement District for Business License Year 2025/2026
Requested Action / Suggested Motions: Pass a Resolution confirming the Ski Run Business Improvement District annual report and levying the assessment for business license year 2025/2026.
Responsible Staff Member(s): Ben Hannah - Accountant II
Item 11- Executive Summary.pdf
01 - Staff Report - Ski Run BID 05-06-2025.docx
02 - SRBID Resolution - Second Meeting 05.06.2025.docx
03 SRBID 2025-2026 Budget Proposal.pdf
04 SRBID 2025-2026 Budget Proposal_Prior Year vs Proposed.pdf
05 SRBID 2025-2026 Budget Proposal_Includes Measure S Recreation.pdf
06 Ski Run BID Report 2025.pdf
07-Public Notice

12. Ordinance Amending Vacation Home Rental Regulations Outside Tourist Core (First Reading) and Urgency Ordinance Extending Temporary Moratorium on Issuance of Vacation Home Rental Permits in Areas Where Permits Were Prohibited by Measure T
Requested Action / Suggested Motions: (1) Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code to Modify the Regulation of Vacation Home Rentals Located Outside the Tourist Core Area Plan, and refer second reading and adoption to the May 20, 2025 meeting; and (2) Pass an Urgency Ordinance Extending a Temporary Moratorium on the Issuance of Vacation Home Rental Permits in Areas Where Permits Were Prohibited by Measure T.
CEQA Determination: The proposed Ordinance amending the Vacation Home Rental regulations is exempt under CEQA Guidelines sections 15061(b)(3) (common sense exemption), and 15308 (amending a regulatory process to protect the environment).
Responsible Staff Member(s): Heather Stroud, City Attorney Joseph Irvin, City Manager
Item 12- Executive Summary.pdf
01 - Staff Report - VHR Ord Amendments (First Reading).docx
02 - Ordinance - VHR Amendments.docx
03 - VHR Ordinance Amendments Redline.pdf
04 - Table 2.35.070 Redline.pdf
05 - Urgency Ordinance Moratorium Extension.docx
06-Public Notice

Regular-Unfinished Business

13. 2025-2030 Strategic Plan Adoption
Requested Action / Suggested Motions: Pass a Motion adopting the 2025-2030 Strategic Plan.
Responsible Staff Member(s): Joseph D. Irvin, City Manager
Item 13- Executive Summary.pdf
01-Staff Report 2025 Strategic Plan
02- Final Draft Strategic Plan
03-Strategic Plan Timeline

Regular-New Business

14. License with Mary Johnson McCall for Use of Bijou Golf Course Parking Lot
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a license agreement with Mary Johnson McCall to use the parking lot at Bijou Golf Course located at Fairway Drive for an annual payment of $30,000 to lease the parking lot from May 1

through October 31 each year of 2025 through 2027, and appropriating $4,645 from General Funds Undesignated Excess Revenues into the Golf Course account 100-04110-43041 Rental of Land & Buildings.
CEQA Determination: This action is exempt from review under CEQA Guidelines section 15323 (Normal Operations of Facilities for Public Gatherings).
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 14- Executive Summary.pdf
01-Staff Report - Agreement Bijou Golf Course Parking Lot.docx
02-Resolution Golf Course Parking Agreement.docx
03-Golf Course Parking Lot Agreement 25 26 27.pdf
04 - Bijou Golf Course Parking Lot Survey Map.pdf

15. Ordinance Amending Chapter 8.05.170 (Permits to Reserve Portions of Park) of the South Lake Tahoe City Code to Establish a Commercial Use Permit (First Reading)
Requested Action / Suggested Motions: 1) Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Chapter 8.05.170 (Permits to Reserve Portions of Park) establishing a permit for commercial use purposes and refer to second reading and adoption to May 20, 2025.
CEQA Determination: This ordinance is categorically exempt under CEQA Guidelines sections 15301 (existing facilities) and 15323 (normal operation of facilities for public gatherings).
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 15- Executive Summary.pdf
01-Staff Report - Parks and Recreation Commercial Use Ordinance.docx
02-Parks Commercial Use Ordinance (Redline).pdf
03-Ordinance- Parks & Recreation Commercial Use.docx

16. Stateline Transit Center Parking Enforcement Authorization Ordinance (First Reading)
Requested Action / Suggested Motions: 1) Pass a Motion to hold a first reading (by title only) of an Ordinance amending Article VII of Chapter 4.25 of the South Lake Tahoe City Code to add Section 4.25.607 authorizing City Council, by resolution, to establish certain parking prohibitions, restrictions, and regulations at municipal off-street parking facilities and refer to a second reading and adoption to the May 6, 2025 meeting; and, 2) Pass a Resolution establishing parking prohibitions, restrictions, and regulations for the Stateline Transit Center.
Responsible Staff Member(s): David Stevenson, Police Chief, and Anush Nejad, Director of Public Works
Item 16- Executive Summary.pdf
01-STAFF REPORT-Stateline Transit Center.docx
02 - Ordinance to Amend Off Street Parking.docx
03 - Resolution Offsite Parking Stateline Transit.docx
04 - Transit Center Parking Map (Exh. A to Reso).pdf

17. Pioneer Trail Pedestrian Improvement Project Phase II: Construction Contract with B&M Civil LLC, Amendment to Agreement with CDM Smith for Engineering Services During Construction, and Accepting and Appropriating Grant Funding
Requested Action / Suggested Motions: Either: (1) Pass a Resolution: a) Authorizing and directing the Mayor to execute Construction Contract with B&M Civil LLC for $6,344,383, plus a 10% Construction Contingency of $634,436; b) Authorizing and directing the Mayor to execute Amendment No. 6 to Agreement with CDM Smith for Engineering Services During Construction for an additional amount of $54,983.67 and a total amount not to exceed $615,396.39; c) Accepting and Appropriating grant funding of $1.2 million from Active Transportation Program, $1,551,000 from Congestion Mitigation and Air Quality, $606,000 from Surface Transportation Block Grant, and $714,984 from South Tahoe Public Utilities for In Lieu Fees; d) Transferring $1,050,000 of Measure S Undesignated Reserves and $915,898 from SB-1 funds; and e) Transferring $481,732 from James and Eloise Drainage Project; or (2) Pass a Motion to reject all bids and direct staff to re-bid the construction contract.
CEQA Determination: The Planning Commission adopted and approved a Negative Declaration on

September 12, 2019 (State Clearing House Number 2019079110), and no subsequent environmental review is required under CEQA Guidelines section 15162.
Responsible Staff Member(s): Stephen Anderjack, Project Manager
Item 17- Executive Summary.pdf
01-Staff Report-Pioneer Trail Ped Improvement Ph II Contract Award.docx
02-Resolution-Pioneer Trail Pedestrian Improvements Phase II.docx
03-B&M Civil LLC Construction Agreement.pdf
04-Amendment No. 6 to Agreement with CDM Smith Inc.pdf
06-STPUD Reimbursment Agreement.pdf
07-FCC Bid Advisory.pdf
08-Willdan Memo.pdf
09-B&M Response Letter.pdf
10-CSLT GFE Eval.pdf
11-OCR GFE Eval.pdf
12-B&M Civil DBE Docs.pdf
05-Finance_Letter.pdf

Agenda Planning Calendar

18. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joseph Irvin, City Manager, and Susan Blankenship, City Clerk
Item 18- Execuive Summary.pdf
APC - 05 01 2025.pdf

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

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

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday, May 6, 2025, City Council meeting was posted and available for review on Thursday, May 1, 2025, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the city's website at https://www.cityofslt.us.
Signed May 1, 2025

\\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:1

Agenda Item: Proclamation Recognizing May 2025 as Military Appreciation Month

Requested Action / Suggested Motions: Issue a Proclamation to Lieutenant Blake Hoyt with the Naval Air Station, Fallon, recognizing May 2025 as "Military Appreciation Month"

Responsible Staff Member: Susan Blankenship, City Clerk

Attachments:

Proclamation - Recognizing May 2025 as National Military Appreciation Month.pdf

City of South Lake Tahoe
Proclamation
Recognizing May 2025 as
"National Military Appreciation Month"

Whereas, in 1999 Senator John McCain introduced legislation to designate the month of May as National Military Appreciation Month and both the Senate and House of Representatives adopted resolutions calling for Americans to recognize and honor U.S. Service Members during National Military Appreciation Month; and

Whereas, National Military Appreciation Month is celebrated every May and is a declaration that encourages U.S. citizens to observe the month in a symbol of unity; and

Whereas, National Military Appreciation Month honors the current and former members of the U.S. Armed Forces, including those who have died in the pursuit of freedom; and

Whereas, Naval Air Station Fallon is the premier tactical air warfare training center, which includes TOPGUN, the Carrier Airborne Early Warning Weapons School and the Navy Rotary Wing Weapons School. These schools and training are crucial to the defense of the United States and other nations with military ties; and

Whereas, the month of May is characterized by six national observances which highlight the contributions of those who have served – Loyalty Day on May 1; Public Service Recognition Week on May 3-9; Victory Day in Europe (V-E Day) on May 8; Military Spouse Appreciation Day on May 8; Armed Forces Day on May 16; and, Memorial Day on May 25.

Now, therefore, the City Council of the City of South Lake Tahoe does herby proclaim May 2025 as "National Military Appreciation Month", and encourage all citizens to recognize the services of the Naval Air Station Fallon and all current and former military personnel and to take part in all national observances.

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Tamara Wallace, Mayor Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:2

Agenda Item: Proclamation Recognizing May 2025 as Mental Health Awareness Month

Requested Action / Suggested Motions: Issue a Proclamation to Angie Regan of Access Tahoe recognizing May 2025 as "Mental Health Awareness Month"

Responsible Staff Member: Susan Blankenship, City Clerk

Attachments:

Proclamation -Recognising May 2025 Mental Health Awareness Month.pdf

City of South Lake Tahoe
Proclamation
Recognizing May 2025 as
"Mental Health Awareness Month"

Whereas, mental health is essential to everyone's overall health and well-being; and

Whereas, all Americans experience times of difficulty and stress in their lives; and

Whereas, prevention is an effective way to reduce the burden of mental health conditions; and

Whereas, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

Whereas, mental health conditions are real and prevalent in our nation; and

Whereas, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

Whereas, each business, school, government agency, healthcare provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts; and

Whereas, Peace Love Tahoe and the City of South Lake Tahoe recognize the importance of kindness, acceptance, and understanding, especially within our diverse community and the varied needs it represents; and

Whereas, community connection and compassion are powerful tools in reducing stigma and fostering a culture where mental health is openly discussed and supported; and

Whereas, we reaffirm our commitment to expanding equitable mental health services, resources, and support systems for all residents.

Now, therefore, be it resolved, that the City Council of the City of South Lake Tahoe hereby proclaim May 2024 as "Mental Health Awareness Month" and call upon the citizens, government agencies, public and private institutions, businesses and schools around Lake Tahoe's South Shore to recommit our community to increasing awareness and understanding of mental health, share steps our citizens can take to protect their mental health, and express the need for appropriate and accessible services for all people with mental health conditions.

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Tamara Wallace, Mayor Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:3

Agenda Item: Proclamation Recognizing May 18-24, 2025, as National Public Works Week

Requested Action / Suggested Motions: Issue a Proclamation to the Public Works Department recognizing May 18-24, 2025, as "National Public Works Week"

Responsible Staff Member: Susan Blankenship, City Clerk

Attachments:

Proclamation - Recognising May 18-24, 2025 National Public Works Week.pdf

The City of South Lake Tahoe
Proclamation
Recognizing May 18-24, 2025 as
"National Public Works Week"

Whereas, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of South Lake Tahoe; and,

Whereas, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

Whereas, it is in the public interest for the citizens, civic leaders, and children in the City of South Lake Tahoe to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

Whereas, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

Now therefore, be it resolved that the City Council of the City of South Lake Tahoe does hereby designate the week of May 18–24, 2025, as National Public Works Week and urges all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

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Tamara Wallace, Mayor

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Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:4

Agenda Item: Regular City Council Meeting Minutes

Executive Summary: City Council are asked to formally adopt the minutes of the April 22, 2025, Regular City Council meeting.

Requested Action / Suggested Motions: Pass a Motion approving minutes of the April 22, 2025, Regular City Council meeting.

Responsible Staff Member: Michelle Davis, Assistant City Clerk

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

04 22 2025 City Council Meeting Minutes.pdf

City of South Lake Tahoe
City Council Meeting Minutes
Tuesday, April 22, 2025 at 5:30 p.m.
City Hall - Council Chambers – 1901 Lisa Maloff Way, South Lake Tahoe

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

Land Acknowledgement
Mayor Wallace read the Washoe Tribe of Nevada and California Land Acknowledgement.

Call to Order/Pledge of Allegiance
Mayor Wallace called the meeting to order at 5:31 p.m., then led the pledge of allegiance.

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

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

Proclamations
1. Issued a Proclamation to Angie Regean of Access Tahoe, Jenni Drennan, Caitlin Drennan, and Fire Chief Drenan recognizing April 2025 as "Neurodiversity and Autism Celebration Month"

Closed Session Reports
Closed Session Report from the April 22, 2025 Meeting
1. **Public Employee Performance Evaluations – Government Code section 54957(b)(1). Title: City Manager and City Attorney.**
   Action: No reportable action.

Public Communications
Public Comment was heard from the following people:
1. Natalia Wieczorek- Concerns with Inclusionary Housing Ordinance
2. Mary McCall- Golf Course
3. Angie Reagan- Need for Senior Center maintenance and support
4. Melissa Soderston- HR 471 "Fix our Forest Act"

Written Public Comment was received from the following person:
1. Hattie Carthan- TRPA Multi-Family Dwelling Project Application

City Commission Reports
1. David Gregorich- provided a verbal report for the Parks and Recreation Commission
2. Stacey Ballard- provided a verbal report for the Arts, Culture, and Tourism Commission

Mayor Wallace noted hat Item 25 under New Business would be taken up after the Consent Agenda.

Consent Agenda
Action: Moved/Seconded: Bass/Jinkens
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Note: Councilmember Jinkens pulled items 11, 13, and 18 from the consent agenda. Mayor Tem Bass recused himself from voting on item 16 due to a financial interest in the cannabis industry**.**
Action: Passed the consent agenda with noted pulled items and recusal.

2. **Regular City Council Meeting Minutes**
   Action: Passed **Motion 2025-032** approving the minutes of the March 18, 2025, City Council Strategic Planning Retreat; March 25, 2025, Regular Joint City Council and Planning Commission Ethics Training, the Regular City Council and South Tahoe Joint Powers Parking Financing Authority meeting; and approving minutes from the April 1, 2025, Special City Council meeting.

3. **Reimbursable Agreement with the Federal Aviation Administration for Flight Inspection on Runway 18**
   Action Passed **Resolution 2025-021** authorizing the Airport Manager to execute a Reimbursable Agreement with the Federal Aviation Administration (FAA) **(C-061-2025)** and approving budget appropriation of $12,587.40 for Flight Inspection of the Precision Approach Path Indicators (PAPI) on Runway 18.

4. **Amendment No. 2 to Airport Food and Beverage Lease and Concession Agreement with Flight Deck Grill & Golf Club, LLC**
   Action: Passed **Motion 2025-033** authorizing and directing the Mayor to execute Amendment No. 2 to Airport Food & Beverage Lease & Concession Agreement Amendment with Flight Deck Grill & Golf Club, LLC, **(C-062-2025)** to extend the time for an additional 90 days to complete tenant improvements and open to the public, Also approving space change within the terminal.

5. **Agreement with Lumos & Associates, Inc. for 2025 Construction Season Inspection Services for Capital Improvement Projects**
   Action: Passed **Motion 2025-034** authorizing and directing the Mayor to execute Agreement with Lumos & Associates, Inc., **(C-063-2025)** for an amount not to exceed $520,000 for the 2025 Construction Season Inspection Services for Capital Improvement Projects.

6. **Sale of Surplus Property**
   Action: Passed **Resolution 2025-022** declaring certain vehicles and equipment as surplus and directing the sale of vehicles, equipment and other City assets.

7. **Amendment to the Residential Parking Permit (RPP) Zones in the Lakeside Residential Area**
   Action: Moved/Seconded:
   Yes:
   Action: Passed **Resolution 2025-023** Amending the Seasonal No Parking and Resident Permit Parking Restrictions on Certain Streets in the Lakeside Residential Neighborhood.
   Public Comment was heard from the following people:
   1. Ed Mosur
   2. Jack McLaughlin *written comment provided
   3. Rafael
   4. Judy Godard, Lakeside Park Association

8. **Acceptance of Funds from California State Boating and Enforcement Aid Program for Police Boat Safety and Enforcement Program**
   Action: Passed **Resolution 2025-024**: (1) authorizing acceptance of an amount up to $56,464 from the California State Boating and Enforcement Aid Program; (2) authorizing and directing the Mayor, or the Chief of Police, to execute the Program Agreement **(C-064-2025)** and each reimbursement claim; (3) accepting El Dorado County vessel property taxes in the amount up to $55,612.00 for a total program amount up to $112,076.00; and (4) authorizing budget of that amount into the current City's budget into account #237 02110 effective July 1, 2025.

9. **Ratification of Agreement with Lake Tahoe Unified School District (LTUSD) for the Third Grade Swim Program**
   Note: This item was pulled from the consent agenda by Councilmebmer Jinkens**.**
   Action: Moved/Seconded:
   Yes: Wallace, Bass, Robbins, Jinkens, Roberts
   Action: Passed **Resolution-025** authorizing a fee waiver and ratification of the Agreement with LTUSD for the Third Grade Swim Program **(C-027-2025)** to be offered at no cost to participants.

10. **Revisions to City Personnel Rules**
    Action: Passed **Resolution 2025-026** approving the revised Personnel Rules as presented.

11. **Tahoe Valley Stormwater and Greenbelt Improvement Project for Phase 1 Paving: Funding Transfer, Change Order, and Increase of Contingency**
    Note: This item was pulled from the consent agenda by Councilmember Jinkens.
    Action: Moved/Seconded: Bass/Jinkens
    Yes: Wallace, Bass, Robbins, Jinkens, Roberts
    Action: Passed **Resolution 2025-027** authorizing and directing the Director of Finance to transfer $303,000 in funds from the Road Rehabilitation Account to the Tahoe Valley Stormwater and Greenbelt Improvement Project; authorizing and directing the Mayor to execute the pavement design change order **(C-065-2025)**; and approving construction contingency up to 11% for the Phase 1 Construction Contract for a new not to exceed amount of $7,424,247.61 (total bid $6,688,511.36 + 11% contingency $735,736.25).
    Public Comment was heard from the following person:
    1. Nick Speal

12. **Pioneer Trail and Glenwood Highway Safety Improvement Program (HSIP) Construction Contract Award to Globe Engineering Development**
    Action: Passed **Resolution 2025-028**: 1) authorizing and directing the Mayor to execute an Agreement with Globe Engineering Development **(C-066-2025)** for $507,531.00, plus a 10% Construction Contingency of $50,753.10 for the Pioneer Trail and Glenwood, Highway Safety Improvement Program Project; and 2) Allocate $47,000 from Measure "S" Sales Tax Fund Undesignated Reserves.

13. License Agreement with California Tahoe Conservancy to Use Motel 6 Property for Public Safety Training

Note: This item was pulled from the consent agenda by Councilmember Jinkens.
Action: Moved/Seconded: Robbins/Roberts
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: Passed **Motion 2025-035** authorizing and directing the Mayor to execute a Non-Destructive Training License Agreement with the California Tahoe Conservancy **(C-067-2025)** allowing South Lake Tahoe Fire Rescue, South Lake Tahoe Police Department and neighboring fire and law enforcement agencies to actively train at 2375 Lake Tahoe Boulevard (Motel 6) site prior to demolition of the structures.
Public Comment was heard from the following people:

1. Mary McCall
2. John Messina

14. Declaring Fire Vehicle 6103 Surplus and Authorizing Donation to Lake Tahoe Community College

Action: Passed **Resolution 2025-029** declaring Fire Vehicle 6103 surplus and authorizing donation to Lake Tahoe Community College Fire Academy.

15. Electric Vehicle Parking Ordinance (Second Reading)

Action: 1) Passed **Ordinance 2025-1194** adding Sections 4.25.435 (Electric Vehicle Charging Stations in Public Parking Areas) and 4.25.605 (Electric Vehicle Charging Stations) to Title 4 of the South Lake Tahoe City Code to Authorize Enforcement of Designated Electric Vehicle Parking at Charging Stations in Public Parking Areas; and, 2) Passed **Resolution 2025-030** designating publicly available Electric Vehicle Parking Locations and establishing a Parking Citation Fee.

16. 2025 Cannabis Revenues Grant Program Process and Guidelines

Note: Mayor Pro Tem Bass recused himself from voting on this item due to a financial interest in the cannabis industry.
Action: Passed **Resolution 2025-031** adopting the updated Cannabis Revenues Grant Program Process and Guidelines.

17. 2024 Annual Comprehensive Financial Report (ACFR)

Action: Received and filed.

18. Agreement with Government Consulting Partners, Inc. for Citywide User Fee Study

Note: This item was pulled from the consent agennda by Councilmember Jinkens.
Action: Moved/ Seconded: Bass/Roberts
Yes: Wallace, Bass, Robbins, Roberts
No: Jinkens
Action: Passed **Motion 2025-036** authorizing and directing the Mayor to execute Professional Services Agreement with Government Consulting Partners, Inc. **(C-068-2025)** for Citywide User Fee Study and Cost Allocation Plan Preparation in an amount not to exceed $70,835.00.

Regular- New Business

25. Approval of Donation Agreement with Kiwanis of Lake Tahoe for Multigenerational Recreation & Aquatics Center Scoreboards

Note: Mayor Wallace announced this item would be heard after the consent agenda.
Action: Moved/Seconded: Bass/Roberts
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: Passed **Resolution 2025-032**: 1) approving donation agreement **(C-069-2025)** in exchange for the Kiwanis name and logo "Kiwanis of Lake Tahoe" and "In Memory of Bob Baunhauser" on two scoreboards in the gym for new Multigenerational Recreation & Aquatics Center beginning April 22, 2025, for the lifetime of the two scoreboards; 2) transferring $20,000 from the South Tahoe Parks Foundation to Account #704-04290-36280 Rec Center Facilities and Operations; and, 3) authorizing and directing the Mayor to execute the Donation Agreement with Kiwanis of Lake Tahoe.
Public Comment was heard from the following person:
1. Eric Guevin, President of Kiwanis of Lake Tahoe

Regular- Unfinished Business

19. Potential Amendments to 2018 Vacation Home Rental (VHR) Ordinance

Action: Moved/Seconded: Wallace/Jinkens
Yes: Wallace, Jinkens, Roberts
No: Bass, Robbins
Action: Passed **Motion 2025-037** directing staff to prepare an Ordinance making the following amendments to the 2018 VHR Regulations:

- Lower the cap from 1400 to 900 VHR permits outside the Tourist Core Area Plan.
- Prohibit VHRs in all multi-family dwellings outside of commercial and Tourist Core Area Plan areas.
- Require 24/7 response through a local property manager or ownership.
- Increase consequences for violations.
- Change the VHR permitting authority to the Police Department.
- Establish phased permitting of no more than 150 VHR permits issued per month.
- Planning Commission decision on VHR permit denial and revocation appeals is final.
- Change occupancy limits to two per bedroom plus two.
- Require property managers to maintain cameras on parking and trash areas.
- Require property managers to maintain decibel readers.
- Require in-person check-in, with a signature on a set of rules or code of conduct.
- Require a valid, up-to-date defensible space approval prior to issuance of permit.
- Include 2-year waiting period before applying for a VHR permit after sale of property, to preserve existing housing.
- Provide permitting preference for prior VHR and Qualified VHR permit holders in good standing.
- Ensure the VHR permit fee achieves complete cost recovery

Public Comment was heard from the following people:

1. Dave Peterson
2. John Messina
3. Heidi Sandborn
4. Deepak Sharma
5. Matt Bettencourt
6. Yuriah Kaufman
7. Mark Salmon
8. Tom Spencer
9. Nicole Ladd
10. Stu Roberson *written comment
11. Janice Stillions
12. Matt McGowan
13. William Lieu

14. Kelley O'Hare
15. Steve Teshara, Tahoe Chamber
16. Duane Wallace, South Tahoe Chamber
17. Caleb Fry *written comment
18. Francesca Bailing
19. Ed Mosur
20. Dan May
21. Nick Speal
22. Lauren Gresh, RnR Vacation Rentals *written comment
23. Bob McIntryre
24. Melissa Soderston
25. Lorraine Jackson
26. Andrew Pierce
27. Russ Porter
28. Lynn Thull
29. Duggan Smith
30. Eric Lentz
31. Brett Richardson

Written Public Comment was received from the following people:

1. Seth Dallob
2. Paul and Vicky Kaleta
3. Mari Kool
4. Denise Llewellyn
5. Andrew Pierce, Pierce & Shearer, LLP
6. Kili Rahbeck

20. Potential Amendments to Vacation Home Rental Program Budget and Allocated Position Listing

Note: This item was moved to a later City Council meeting.

21. Potential Amendment to Ordinance Regulating Shared Mobility Devices

Note: This item was moved to a later City Council meeting.

22. 2025-2030 Strategic Plan Adoption

Note: This item was moved to a later City Council meeting.

Written Public Comment was received from the following people:

1. Meredith Anderson
2. Rebecca
3. Chris Carney
4. Robert Erlich
5. Laurie Flesher
6. Sherry Hao
7. Prakash Kasiraj
8. Lauri Kemper
9. Gavin Feiger, League to Save Lake Tahoe
10. Joel Rosenfield
11. Luke Scheidler
12. Allyson Tabor
13. Bonnie Turnbull
14. Patricia Sussman

Regular- New Business

23. Ordinance Designating Very High Fire Severity Zones (First Reading)
Action: Moved/Seconded: Bass/Roberts
Yes: Wallace, Bass, Robbins, Jinkens, Roberts
Action: Passed **Motion 2025-038** to hold first reading (by title only) of an Ordinance Designating Very High Fire Severity Zones, and referred second reading and adoption to the May 6, 2025 meeting
Public Comment was heard from the following person:
1. Melissa Soderston

24. Stateline Transit Center Parking Enforcement Authorization Ordinance (First Reading)
Note: This item was moved to a later City Council meeting.

Agenda Planning Calendar

26. Agenda Planning Calendar
Action: Received and filed.

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

City Clerk Blankenship

1. Issued a proclamation with the Mayor to Live Violence Free Recgonizing April 2025 as "Sexual Assault Awareness Month"
2. Proclamation requests recognizing May 2025 as "Mental Health Awareness Month", and June 2025 as "Bike Month" (Council provided consensus)

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

Councilmember Robbins

1. Attended Tahoe Transportation District meeting.

Mayor Pro Tem Bass

1. Request for a Transit JPA Funding agenda item (Wallace seconded)

Adjourment

Mayor Wallace adjourned the Meeting at 10:59 p.m.

Date:_____

_____
Tamara Wallace, Mayor

Attest:_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:5

Agenda Item: Appropriation of Funds for the Precision Approach Path Indicators (PAPI)

Executive Summary: On December 10, 2024, the City Council authorized the Mayor to execute a contract agreement with Woolpert for construction management services related to the Precision Approach Path Indicator (PAPI) replacement project at the airport. Following this, on March 28, 2025, bids for the construction portion of the project were officially opened. Pacific Underground Services submitted the lowest responsive and responsible bid and is being considered for the construction contract, pending appropriation of funding. The project is anticipated to be completed by the end of June 2025. No general funds will be used for this project, only the airport enterprise fund cash balance.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Finance Director to appropriate funds for the Precision Approach Path Indicators (PAPI) in the amount of $47,480.00 with a 5 percent contingency ($2,374.00).

Responsible Staff Member: John Dickinson, Airport Manager

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

Attachments:

01- Staff Report PAPI
02-Resolution PAPI

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

Meeting Date: May 6, 2025

Title: Lake Tahoe Airport 2025 Runway 18 PAPI Rehabilitation Appropriation of Funds

Location: City Airport, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150

Responsible Staff Member: John Dickinson, Airport Manager

Background: The existing Runway 18 four-box Precision Approach Path Indicator (PAPI) system is past its useful life for the equipment. The system has become a maintenance problem for the airport and is consistently in need of repair to maintain operation. Due to the age of the equipment, sourcing parts to fix the system has become difficult. The FAA defines the minimum useful light of NAVAIDs to be 15 years. The approximate age of the existing PAPI system is 25 years old.

This project shall consist of the rehabilitation of the Runway 18 Precision Approach Path Indicator (PAPI) system. A new L-880 LED PAPI system will be installed to replace the existing system. The new equipment will be the latest technology Light Emitting Diode (LED) equipment. The LED PAPI reduces maintenance on the system due to not having to replace the lamps. The existing concrete foundations are in good condition and will be utilized for this project. The existing equipment will be removed from the concrete foundations. The new PAPI equipment will then be mounted to the existing foundations. Utilizing the existing foundations will minimize the impacts on airport operations and project costs.

The PAPI rehabilitation project was designed by Consultant Woolpert and will be constructed in accordance with current requirements, regulations, rules, policies, and Advisory Circulars (ACs).

Issue and Discussion: The PAPI Rehabilitation Project was advertised on PlanetBids on March 14, 2025. The City received four (4) bids, which were opened and publicly read on March 28, 2025. The lowest responsive and responsible bidder was Pacific Underground, with a base bid of $47,480.00. There were no Add Alternate Bid Items. Pending appropriation of project funding, Lake Tahoe Airport intends to award the construction contract to Pacific Underground for the base bid amount of $47,480.00, plus a 5% contingency.

Staff Recommendation:

Pass a Resolution authorizing the Finance Director to appropriate funds for the Precision Approach Path Indicators (PAPI) in the amount of $47,480.00 with a 5 percent contingency ($2,374.00).

Financial Implications: This project was approved by City Council on 12/10/2024 for construction management by Woolpert, and the airport is now seeking City Council authorization for the Finance Director to appropriate funds into Account #50180051 for the construction of the PAPI systems. No general funds will be used for this project, only the airports cash balance.

Environmental Considerations: The project is exempt from review under CEQA Guidelines section 15301(d) (Existing Facilities - restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety).

Policy Implications: This PAPI rehabilitation project will provide reliable operation of a key navigational aid used by pilots which provides visual descent guidance information during final approach to Runway 18. This project will also remedy the maintenance issues the airport has had with the existing equipment.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 6, 2025

Appropriation of Funding for the Precision Approach Path Indicators (PAPI)

BACKGROUND

A. On December 10th 2024 City Council Authorized a contract amendment with Woolpert for construction management of this project and design of the new PAPI system.

B. The PAPI Rehabilitation Project was advertised on PlanetBids on March 14, 2025. The City received four (4) bids, which were opened and publicly read on March 28, 2025. The lowest responsive and responsible bidder was Pacific Underground, with a base bid of $47,480.00. There were no Add Alternate Bid Items. Pending appropriation of project funding, Lake Tahoe Airport intends to award the construction contract to Pacific Underground for the base bid amount of $47,480.00, plus a 5% contingency.

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

1. Authorizes the Finance Director to appropriate funds from the Airport available fund balance into account #501-80051-48030 for construction of the PAPI's not to exceed $47,480.00 plus a 5 percent contingency ($2,374.00) for a total of $49,854.00.

Adopted by the City of South Lake Tahoe City Council on May 6, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:6

Agenda Item: Approval of Final Subdivision Map for 3708 Highway 50 Town Homes, El Dorado County APNs 027-072-032 and 027-072-010

Executive Summary: On April 5, 2022, the City Council 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 a Final Subdivision Map and Condominium Plan.

Requested Action / Suggested Motions: Pass a Resolution approving Final Subdivision Map Pursuant to the Subdivision Map Act for 3708 Highway 50 Town Homes, located at 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue (APNs 027-072-032 and 027-072-010).

Responsible Staff Member: Emily Dougherty, Engineering Technician and John Hitchcock, Planning Manager

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

Attachments:

01-Staff Report - Lake Tahoe Blvd Final Map.docx
02 Res 2022-040 Tentative Map.pdf
03 Res 2024-013 Tentative Map Extension.pdf
04-Resolution - Final Subdivision Map.docx
05 Final Map.pdf

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

Meeting Date: May 6, 2025

Title: Resolution Approving Final Subdivision Map Approval for 3708 Highway 50 Town Homes

Location: 3708 Lake Tahoe Boulevard & 3709 Osgood Avenue (APNs 027-072-032 & 027-072-010)

Responsible Staff Members: Emily Dougherty, Engineering Technician and John Hitchcock, Planning Manager

Background: On February 10, 2022, the Planning Commission approved the issuance of a Major Design Review Permit for a townhome project located at 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue (File #21-142). A TRPA Multi-Family Dwelling Permit was also issued to the project at that time. Based on the project's scope and location, the City acted as the permitting authority for TRPA per the memorandum of understanding (MOU) between the two jurisdictions.

The project, consisting of three buildings with 14 residential units, was brought back to the Planning Commission on March 10, 2022, where a recommendation was made that the City Council to approve a tentative subdivision map joining the two parcels and allowing for the condominiumization of the residential units. On April 5, 2022, the City Council approved the tentative subdivision map (Resolution 2022-040, Attachment 02) with an expiration date of April 5, 2024.

The initial life of a Tentative Map is 24 months, and an extension for the 3708 Highway 50 Town Homes Tentative Map was granted pursuant to California Government Code Section §66452.6(e) on January 23, 2024, by the City Council. (Resolution 2024-013, Attachment 03).

Before the expiration of the Tentative Subdivision Map, a Final Map must be submitted and approved, legalizing the parcel merge and subdivision of the residential units. Once the subdivisions are made legal, the units will be deemed single-family dwelling units.

The applicant submitted the Final Map to the El Dorado County Surveyor's Office for technical review on February 26, 2025, and received approval on April 7, 2025 (Attachment 04). The applicant then completed their submittal to the City of South Lake Tahoe to review and approve the Final Subdivision Map on April 10, 2025. A Draft Resolution approving the Final Subdivision Map is included as Attachment 05.

Issue and Discussion: The Final Map will merge the two underlying parcels (APNs 027-072-032 & 027-072-010) into one lot and subdivide the multi-family units into single-family condominiums. Although the Subdivision Map Act does not require an applicant to depict the condominiums, the applicant has elected to show them on the Final Map. The 14 units shown on the map depict the proposed 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. The Final Subdivision Map is accompanied by a condominium plan describing legal boundaries of each airspace unit. The Final Subdivision

Map has been reviewed and approved by the El Dorado County Surveyor's Office prior to seeking approval by the City Council.

Subdivisions in the Tahoe Basin also require a permit from TRPA. Subdivisions do not fall under the MOU between TRPA and the City; therefore, the process is independent of the City's subdivision procedure and is not subject to the California Subdivision Map Act. On May 6, 2022, TRPA issued a conditional subdivision permit (file# SUBD2021-0929), allowing the parcels to be merged into one and for the approved multi-family structures to be subdivided into air space condominiums. The permit has been acknowledged by TRPA and the final map has been approved by TRPA.

The Subdivision Map Act Section 66456 states that after approval or conditional approval of a Tentative Map, the subdivider may prepare a Final Map in accordance with the approved Tentative Map. The Subdivision Map Act Section 66458 states the legislative body shall approve the map if it conforms to all the requirements of the Subdivision Map Act.

All necessary review to ensure consistency with the Subdivision Map Act and the approved tentative map has been completed. Staff recommends that the City Council pass a resolution approving the final map.

Findings

The following findings are required by the Subdivision Map Act for approval of a Tentative Subdivision Map. They were previously approved by Planning Commission and City Council. They are provided below for reference only. Approval of a Final Subdivision Map is ministerial under Gov. Code section 66474.1.

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 proposed 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, 2022, the proposed uses were determined to be consistent with the 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 proposed 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 proposed 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 suitable 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 is not likely to cause public health problems. The project must install water quality best management practices, mitigate potential air quality impacts, and be 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 Final Map submitted by the applicant indicates a public utility, emergency, and public access easement.

Environmental Considerations: At the time of its original approval, a Notice of Exemption was filed pursuant to Section 15332, Class 32, which consists of projects characterized as infill development.

Public Notice: Notice of this public hearing was provided to the public by a publication in the Tahoe Tribune on April 24, 2025, 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: The new development has contributed building permit fees and will contribute property taxes and sales tax revenue as well as related economic activity from the occupants in the development.

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.

The project is in alignment with City General Plan Land Use Policy 1.2 to create walkable, mixed-use centers with residences in close proximity to amenities and entertainment. Likewise, Land Use Policy 4.3 encourages appropriate development/redevelopment of parcels that are either vacant or underutilized, surrounded by existing urban development, and non-environmentally sensitive, all of which these parcels meet.

Through thorough review by City staff, outside agencies, and Planning Commission, this project has been found to be compatible with multiple Housing Element policies under Goal HE-7, including meeting design standards, adding value to the community's built environment, and compatibility of physical design, building structure, and lot layout relationships between existing developments.

Resolution 2022-040

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: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (Apr 8, 2022 12:42 PDT)

Date: Apr 8, 2022

Devin Middlebrook, Mayor

Attest:

Sue Blankenship (Apr 7, 2022 11:52 PDT)

Susan Blankenship, City Clerk

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

Res 2022-040 3708 LTB & 3709 Osgood Tentative map

Final Audit Report 2022-04-08

Created:	2022-04-07
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvhvDUvSF6y05U-vlMAeZpf0rPCMPj4Qv

"Res 2022-040 3708 LTB & 3709 Osgood Tentative map" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-04-07 - 4:22:35 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2022-04-07 - 4:23:17 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-04-07 - 6:51:28 PM GMT- IP address: 12.177.140.20

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-04-07 - 6:52:00 PM GMT - Time Source: server- IP address: 12.177.140.20

Document emailed to Devin Middlebrook (dmiddlebrook@cityofslt.us) for signature
2022-04-07 - 6:52:01 PM GMT

Email viewed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
2022-04-08 - 7:42:32 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-04-08 - 7:42:48 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.
2022-04-08 - 7:42:48 PM GMT

Resolution 2024-013

Adopted by the City of South Lake Tahoe City Council

January 23, 2024

Granting a 24-Month Extension for 3708 Highway 50 Town Homes Tentative Subdivision Map, 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 and approved City Council Resolution 2022-040 approving 3708 Highway 50 Town Homes Tentative Subdivision Map (File #21-142) for 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue, APNs 027-072-032 and 027-072-010.

B. On December 7, 2023, the Planning Commission held a duly noticed public hearing to receive public comments, considered evidence in the record, and deliberated and approved Planning Commission Resolution 2023-019, recommending the City Council grant an 24-month extension pursuant to California Government Code § 66452.6(e).

C. A public notice of the January 23, 2024, City Council meeting was mailed to property owners within 300 feet of the subject parcels and published in the Tahoe Daily Tribune on January 12, 2024.

D. On January 23, 2024, the City Council held a duly noticed public hearing to consider granting an extension for the 3708 Highway 50 Town Homes Tentative Subdivision Map.

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

1. Finds that the permittee has an active building permit application on file with the Development Services Department.

2. Finds that all the conditions of City Council Resolution 2022-040 shall remain in effect.

3. Grants a 24-month extension for the 3708 Highway 50 Town Homes Tentative Subdivision Map pursuant to California Government Code Section § 66452.6(e).

Adopted by the City of South Lake Tahoe City Council at a meeting on January 23, 2024, by the following vote:
Yes: Bass, Friedrich, Creegan, Wallace
Recused: Robbins

Cody Bass (Jan 29, 2024 11:49 PST)

Date: Jan 29, 2024

Cody Bass, Mayor

Attest:

Sue Blankenship (Jan 24, 2024 10:16 PST)

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 2024-013 Tentative Map Extension for 3708 HHighway 50 Town Homes

Final Audit Report 2024-01-29

Created:	2024-01-24
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnqgL0cIBslScc6hzIgZWyNxhkKjrh_9t

"Resolution 2024-013 Tentative Map Extension for 3708 HHighway 50 Town Homes" History

Document created by Michelle Davis (medavis@cityofslt.us)
2024-01-24 - 4:32:09 PM GMT

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2024-01-24 - 4:33:28 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2024-01-24 - 6:15:22 PM GMT

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2024-01-24 - 6:16:28 PM GMT - Time Source: server

Document emailed to cbass@cityofslt.us for signature
2024-01-24 - 6:16:29 PM GMT

Email viewed by cbass@cityofslt.us
2024-01-29 - 7:47:38 PM GMT

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2024-01-29 - 7:49:18 PM GMT

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2024-01-29 - 7:49:20 PM GMT - Time Source: server

Agreement completed.
2024-01-29 - 7:49:20 PM GMT

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe City Council

May 6, 2025

Approving Final Subdivision Map Approval for 3708 Highway 50 Town Homes, 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 and approved City Council Resolution 2022-040 approving 3708 Lake Tahoe Boulevard and 3709 Osgood Avenue, APNs 027-070-032 and 027-072-010.
B. On December 7, 2023, the Planning Commission held a duly noticed public hearing to receive comments, considered evidence in the record, and deliberated and approved Planning Commission Resolution 2023-019, recommending the City Council grant a 24-month extension pursuant to California Government Code Section 66452(e).
C. A public notice of the January 23, 2024 City Council meeting was mailed to property owners within 300 feet of the subject parcels and published in the Tahoe Daily Tribune on January 12, 2024.
D. On January 23, 2024, the City Council held a duly noticed public hearing to consider granting an extension for the 3708 Highway 50 Town Homes Subdivision Map.
E. The Subdivision Map Act Section 66434 requires the Final Map to be prepared by or under the supervision of a registered civil engineer or licensed land surveyor. The application for Final Subdivision Map was sent to the El Dorado County Surveyor's Office for Technical Review prior to requesting City Council Approval.

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 permitee has an active building permit on file with the Development Services Department.
2. Finds that all the conditions of City Council Resolution 2022-040 shall remain in effect.
3. Approves the 3708 Highway 50 Town Homes Final Subdivision Map (attached hereto) pursuant to California Government Code Section 66452.

Adopted by the City of South Lake Tahoe Council at a meeting on May 6, 2025, by the following vote:

Yes:
Recused:

_____ Date:

_____
Tamara Wallace, Mayor

_____
Susan Blankenship, City Clerk

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

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION, AND THAT THEY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

SLRV INVESTMENTS, LLC, a California Limited Liability Company

_____

BY: STEVEN LUI DATE

ITS: MANAGER

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, IN THE YEAR 20_____, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED STEVEN LUI, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE INSTRUMENT WHO ACKNOWLEDGED THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT, THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND AND OFFICIAL SEAL:

_____

COUNTY TAX COLLECTOR'S STATEMENT

I, K.E. COLEMAN, HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR THE UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, PROVIDED THAT THE FINAL MAP IS ACCEPTED FOR RECORD AND FILED PRIOR TO THE NEXT SUCCEEDING LIEN DATE.

_____

BY: K.E. COLEMAN, M.B.A. DATE

ITS: TAX COLLECTOR FOR THE COUNTY OF EL DORADO, CALIFORNIA

CITY CLERK'S STATEMENT

I, SUSAN BLANKENSHIP, HEREBY STATE THE CITY OF SOUTH LAKE TAHOE, BY ORDER DATED _____ ADOPTED AND APPROVED THIS FINAL MAP OF THIS SUBDIVISION.

_____

BY: SUSAN BLANKENSHIP DATE

ITS: CITY CLERK FOR THE CITY OF SOUTH LAKE TAHOE,
COUNTY OF EL DORADO, CALIFORNIA

TAHOE REGIONAL PLANNING AGENCY CERTIFICATE

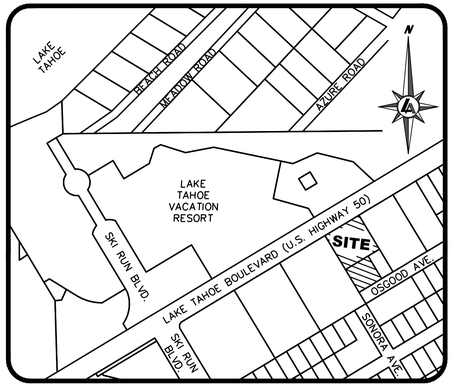
THIS SUBDIVISION MAP CONFORMS TO THE TAHOE REGIONAL PLANNING AGENCY REQUIREMENTS.

_____

SIGNATURE DATE

PRINTED NAME: _____

TAHOE REGIONAL PLANNING AGENCY



VICINITY MAP

NOT TO SCALE

DEVELOPMENT SERVICES STATEMENT

I, ZACHARY THOMAS HEREBY STATE THAT THIS FINAL MAP CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP OF THIS SUBDIVISION APPROVED ON APRIL 5, 2022 AS RESOLUTION NO. 2022-040 BY THE CITY OF SOUTH LAKE TAHOE AND THAT ALL CONDITIONS IMPOSED UPON SAID APPROVAL HAVE BEEN SATISFIED.

_____

BY: ZACHARY THOMAS DATE

ITS: DIRECTOR OF DEVELOPMENT SERVICES CITY OF SOUTH LAKE TAHOE

CITY ENGINEER'S STATEMENT

I, HAVE EXAMINED THIS FINAL MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED AND ANY APPROVED ALTERATIONS THEREOF, PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

_____

BY: DATE

ITS: DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
CITY OF SOUTH LAKE TAHOE

MP-SV25-0005 APPROVED BY THE CITY OF SOUTH LAKE TAHOE APRIL 5, 2022

EXISTING FEE PARCEL NO. 027-072-010-000 & 027-072-032-000

SURVEYOR'S STATEMENT

I, RICHARD B. BYREM, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF CALIFORNIA, AS AGENT FOR LUMOS AND ASSOCIATES, INC., CERTIFY THAT:

1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF SLRV INVESTMENTS, LLC a California Limited Liability Company.

2) THE LANDS SURVEYED LIE WITHIN A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 33, T.13 N, R.18 E, M.D.M.

3) THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.

4) THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED

RICHARD B. BYREM, P.L.S. 9129

4/07/2025

PROFESSIONAL LAND SURVEYOR
RICHARD B. BYREM
No. 9129
STATE OF CALIFORNIA

Digitally signed by Richard B Byrem
DN: cn=Richard B Byrem, o=Lumos & Associates, ou=Surveying & Mapping, email=rbyrem@lumosinc.com, c=US
Date: 2025.04.07 12:52:19 -08'00'

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS _____ DAY OF _____, 20___.

_____

BRIAN K. FRAZIER, P.L.S. 9190
COUNTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA

_____

JUSTIN C. CISNEROS, P.L.S. 9539
DEPUTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ , 20___, AT __:__:___, IN BOOK _____

_____ OF RECORD OF SURVEYS AT PAGE _____, AT THE REQUEST OF LUMOS AND ASSOCIATES, INC.

DOCUMENT NO._____

_____

JANELLE K. HORNE
COUNTY RECORDER-CLERK
COUNTY OF EL DORADO, CALIFORNIA

BY: _____
DEPUTY

FINAL MAP
OF
3708 LAKE TAHOE BOULEVARD TOWNHOMES
FOR
CONDOMINIUM PURPOSES

BEING PARCELS 127, 128, 129, 149 & 150 OF BIJOU PARK IN BOOK A, PAGE 10 & SITUATE WITHIN A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.M.

EL DORADO COUNTY CITY OF SOUTH LAKE TAHOE STATE OF CALIFORNIA

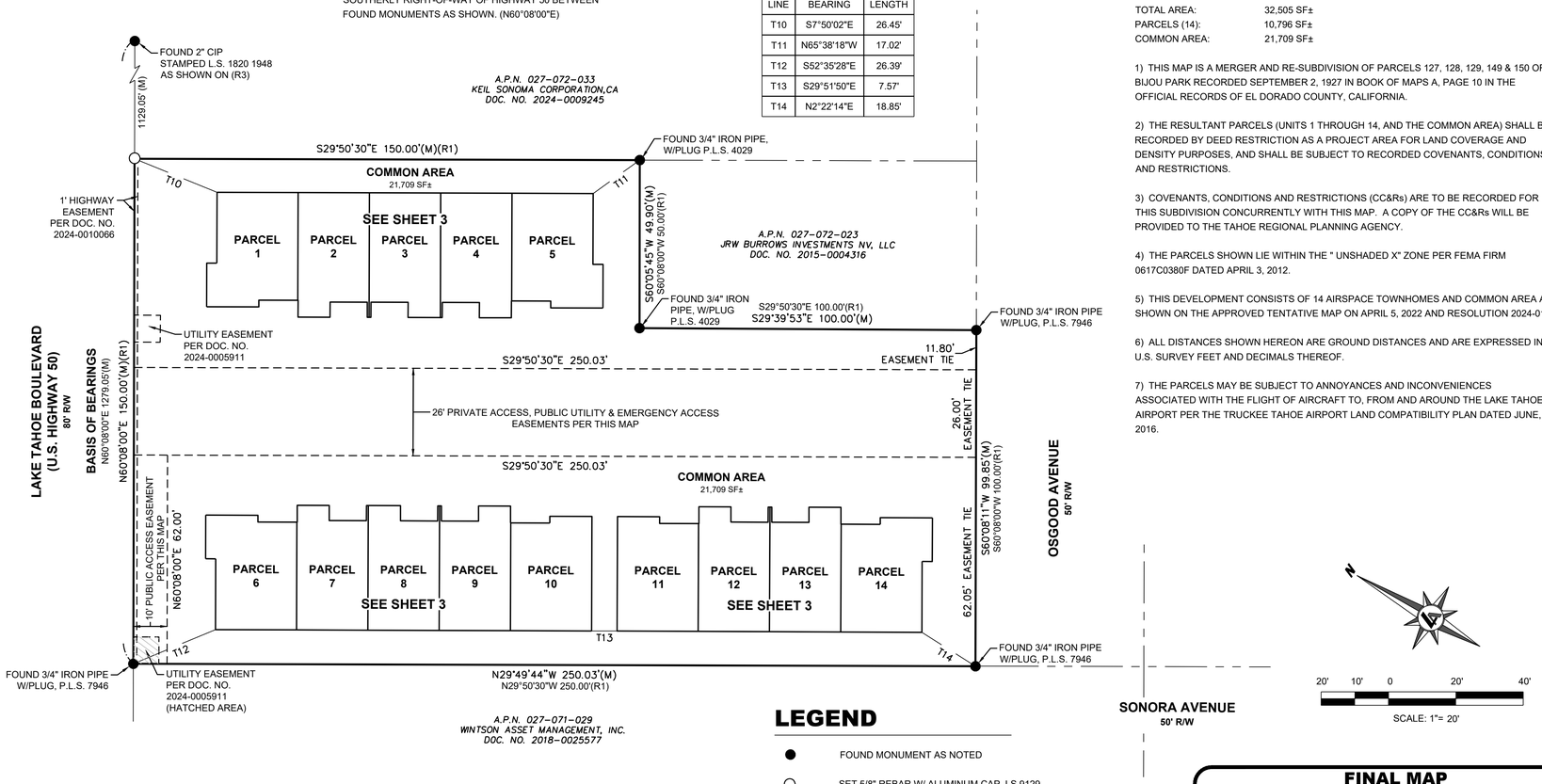
LUMOS & ASSOCIATES
312 DORLA COURT
SUITE 202
ZEPHYR COVE, NV 89448
TEL: 775.588.6490
INFO@LUMOSINC.COM
LUMOSINC.COM

Drawn By : DMS
Sheet : 1 of 3
Job No. : 10276.000
Drawing No.: 10276000FM

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 50 BETWEEN FOUND MONUMENTS AS SHOWN. (N60°08'00"E)

TIE LINE TABLE		
LINE	BEARING	LENGTH
T10	S7°50'02"E	26.45'
T11	N65°38'18"W	17.02'
T12	S52°35'28"E	26.39'
T13	S29°51'50"E	7.57'
T14	N2°22'14"E	18.85'



NOTES

TOTAL AREA:	32,505 SF±
PARCELS (14):	10,796 SF±
COMMON AREA:	21,709 SF±

1) THIS MAP IS A MERGER AND RE-SUBDIVISION OF PARCELS 127, 128, 129, 149 & 150 OF BIJOU PARK RECORDED SEPTEMBER 2, 1927 IN BOOK OF MAPS A, PAGE 10 IN THE OFFICIAL RECORDS OF EL DORADO COUNTY, CALIFORNIA.

2) THE RESULTANT PARCELS (UNITS 1 THROUGH 14, AND THE COMMON AREA) SHALL BE RECORDED BY DEED RESTRICTION AS A PROJECT AREA FOR LAND COVERAGE AND DENSITY PURPOSES, AND SHALL BE SUBJECT TO RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS.

3) COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) ARE TO BE RECORDED FOR THIS SUBDIVISION CONCURRENTLY WITH THIS MAP. A COPY OF THE CC&Rs WILL BE PROVIDED TO THE TAHOE REGIONAL PLANNING AGENCY.

4) THE PARCELS SHOWN LIE WITHIN THE " UNSHADED X" ZONE PER FEMA FIRM 0617C0380F DATED APRIL 3, 2012.

5) THIS DEVELOPMENT CONSISTS OF 14 AIRSPACE TOWNHOMES AND COMMON AREA AS SHOWN ON THE APPROVED TENTATIVE MAP ON APRIL 5, 2022 AND RESOLUTION 2024-013.

6) ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF.

7) THE PARCELS MAY BE SUBJECT TO ANNOYANCES AND INCONVENIENCES ASSOCIATED WITH THE FLIGHT OF AIRCRAFT TO, FROM AND AROUND THE LAKE TAHOE AIRPORT PER THE TRUCKEE TAHOE AIRPORT LAND COMPATIBILITY PLAN DATED JUNE, 2016.

REFERENCES

(R1) SUBDIVISION MAP OF BIJOU PARK, RECORDED SEPTEMBER 2, 1927 IN BOOK A, PAGE 10

(R2) PARCEL MAP DOCUMENT NO. 58947, RECORDED SEPTEMBER 22, 1992 IN BOOK 43, PAGE 130

(R3) RECORD OF SURVEY DOCUMENT NO. 336, RECORDED JANUARY 3, 1997 ON BOOK 22, PAGE 74

(R4) GRANT DEED RECORDED OCTOBER 7, 2019 AS DOCUMENT NO. 2019-0042284

ALL RECORDED IN THE EL DORADO COUNTY, CALIFORNIA RECORDERS OFFICE

LEGEND

●	FOUND MONUMENT AS NOTED
○	SET 5/8" REBAR W/ ALUMINUM CAP, LS 9129
(M)	MEASURED COURSE & DISTANCE
(R1)	REFERENCED DOCUMENT
———	GRAPHIC PROJECT BOUNDARY
———	PROPOSED PARCEL LINE
——— – – ———	ADJOINING PARCEL LINES
– – – – – – –	EASEMENT LINES
——— ——— ———	PARCEL TIE LINES

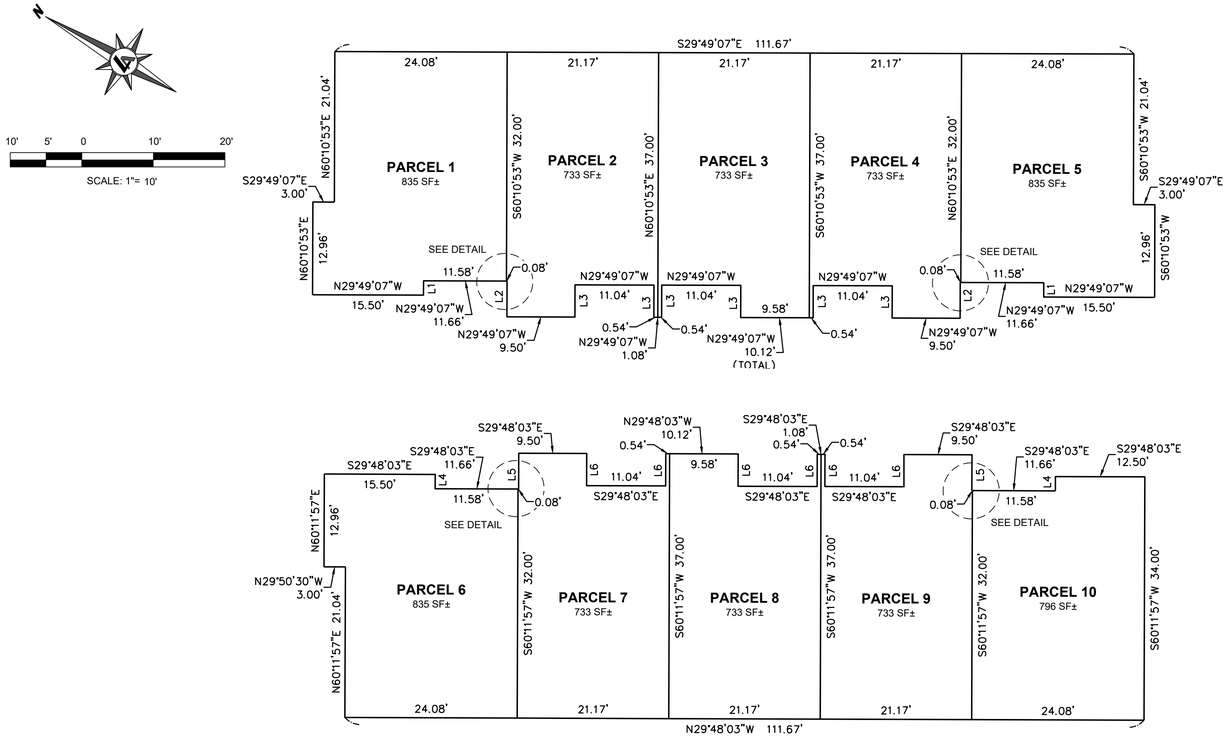
FINAL MAP
OF
3708 LAKE TAHOE BOULEVARD TOWNHOMES
FOR
CONDOMINIUM PURPOSES

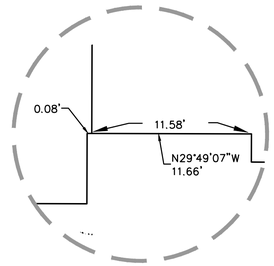
BEING PARCELS 127, 128, 129, 149 & 150 OF BIJOU PARK IN BOOK A, PAGE 10 & SITUATE WITHIN A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.M.

EL DORADO COUNTY CITY OF SOUTH LAKE TAHOE STATE OF CALIFORNIA

LUMOS & ASSOCIATES
312 DORLA COURT
SUITE 202
ZEPHYR COVE, NV 89448
TEL: 775.588.6490
INFO@LUMOSINC.COM
LUMOSINC.COM

Drawn By : DMS
Sheet : 2 of 3
Job No. : 10276.000
Drawing No.: 10276000FM





TYPICAL DETAIL

NOT TO SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N60°10'53"E	2.00'
L2	N60°10'53"E	5.00'
L3	N60°10'53"E	4.50'
L4	N60°11'57"E	2.00'
L5	N60°11'57"E	5.00'
L6	N60°11'57"E	4.50'
L7	N60°14'37"E	2.00'
L8	N60°14'37"E	5.00'
L9	N60°14'37"E	4.50'

FINAL MAP
OF
3708 LAKE TAHOE BOULEVARD TOWNHOMES
FOR
CONDOMINIUM PURPOSES

BEING PARCELS 127, 128, 129, 149 & 150 OF BIJOU PARK IN BOOK A, PAGE 10 & SITUATE WITHIN A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.M.

EL DORADO COUNTY CITY OF SOUTH LAKE TAHOE STATE OF CALIFORNIA

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LUMOSINC.COM

Drawn By : DMS
Sheet : 3 of 3
Job No. : 10276.000
Drawing No.: 10276000FM

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:7

Agenda Item: Amendment to Agreement with Lumos & Associates for the Stateline Avenue Complete Streets Project, Planning and Design Feasibility

Executive Summary: Increase funding allocated to the Stateline Avenue Complete Streets Project PSA for Planning and Design feasibility services with Lumos & Associates from $227,200 to a not-to-exceed contract amount of $236,900.

Requested Action / Suggested Motions: Pass a Motion authorizing the Mayor to execute Amendment No. 2 to Agreement with Lumos & Associates for additional planning and design feasibility services for the Stateline Avenue Complete Streets Project for the amount of $9,700 for a total not-to-exceed contract amount of $236,900.

Responsible Staff Member: Emily Dougherty, Engineering Technician

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

Attachments:

01-Staff Report - Amendment No. 2 Lumos and Associates.docx
02-StatelineVicinityMap.pdf
03 Resolution 2024-066 Agreement with Lumos.pdf
04 LumosAmendment #1C-197-2024.pdf
05 Lumos PSA Amendment 2.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: May 6, 2025

Title: Amendment No. 2 to Agreement with Lumos & Associates and the City of South Lake Tahoe for the Stateline Complete Streets Project.

Location: Stateline Area: Generally, the area from U.S. Highway 50 north to Lakeshore Boulevard, bounded by Park Avenue to the west and Stateline Avenue to the east.

Responsible Staff Member: Emily Dougherty, Engineering Technician

Background: There is inadequate pedestrian and cyclist facilities in the Stateline Area (see Attachment 2, Stateline Vicinity Map) that potentially create conflicts between various mobility types. Parking is often unstructured, and many informal parking areas on the road shoulders are bare dirt, creating erosion and sediment issues along with safety and mobility challenges. Underground drainage systems must be updated, in coordination with other underground utility providers in the project area, including South Tahoe Public Utility District (STPUD), Lakeside Park Association Water Company, Liberty Utilities, and Southwest Gas. Many hotels in the area rely on head-in street parking within the public right-of-way, which is required to meet City minimum parking standards in some cases. These parking patterns will be assessed in order to develop feasible multimodal connectivity solutions.

On June 18, 2024, the City Council approved Resolution 2024-066 (Attachment 3), which authorized the reallocation of funds for $152,829 from the Linear Park Bike Path Project to the Stateline Complete Streets Project, transferred $100,000 in the Stateline Avenue Complete Streets Project Account from Technical Services to Engineering Study and Design, and Approved the Professional Services Agreement with Lumos & Associates for the Planning and Design Feasibility Services for the Stateline Avenue Complete Streets Project for the amount of $227,200. Amendment No. 1 was executed on August 28, 2024 (See Attachment 04, Contract No. C-197-2024).

This contract enables a well-qualified team of outreach and design professionals to work with the community and decision makers to develop feasible conceptual designs for active transportation upgrades. These improved design concepts will be created with considerable stakeholder outreach to find solutions that best accommodate the needs of existing tourism and hotel businesses, residents, and all mobility users.

Issue and Discussion: Lumos & Associates has been working on all the project's tasks in their approved scope of services. During the initial conceptual analysis phase of the project, additional services that include expanded conceptual analysis on additional street segments outside the original scope of work were requested by the consultant by city staff. These include two additional one-way circulation options as part of the conceptual analysis per Addendum 2 to the Consultant Agreement (Attachments 5 and 6). The total cost for extra services is $9,700 for a total not-to-exceed contract amount of $236,900. City staff have reviewed the cost adjustment proposal and concur with the cost of the additional work outlined.

Financial Implications: The City Council transferred $100,000 from existing funding allocated to the Stateline Avenue Complete Streets project in the Capital Improvement Program in addition to $152,829 of residual funding for engineering study and design of the Linear Park Bike Path

uncompleted final leg to Park Avenue into Project Account 301-50045-42030 on June 18, 2024 (Resolution 2024-066, Attachment 03). The current budget for this project is $252,829, with $227,200 allocated for conceptual planning and design feasibility services.

Staff is proposing to allocate an additional $9,700 from the available remaining budget to the executed Contract for Lumos & Associates to expand the scope of the conceptual planning and design feasibility services, for a revised contract amount of $236,900.

Environmental Considerations: Projects consisting of only feasibility or planning studies for possible future actions for which the City has not approved, adopted or funded and are Statutorily Exempt from full California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15262 (Feasibility and Planning Studies) and Categorically Exempt under Section 15305, Class 6 (Information Collection). The feasibility analysis, preparation of conceptual alternatives, and parking and circulation studies to inform the development of a potential future preferred project. Once the feasibility studies and public outreach to review alternatives and focus on a preferred concept, any potential project design will be subject to additional CEQA review once the alternatives are vetted with the public and decision makers to define the potential scope of the Complete Streets improvements.

Policy Implications: The Project is consistent with the vision for transportation improvements included in the Tourist Core Area Plan and regional Active Transportation Plan and advances the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.4 (Transportation)** to prioritize implementation complete streets projects and evaluate city-wide parking management strategies and identify options to prioritize alternative modes of transportation for major connecting arterials building in the US 50 Safety Project.
- **Action Item 2.3 (Connectivity)** to facilitate implementation of trail infrastructure prioritizing the connection of bicycle and walking trails from neighborhoods to the Greenway and other new and existing trails systems.
- **Action Item 5.3 (Infrastructure and Maintenance)** by actively seeking funding to develop sustainable infrastructure projects, based on the prioritized capital improvement project list.

The project will also provide greenhouse gas reduction benefits, providing progress on Action #WB-1 of the 2020 Climate Action Plan: Improve bicycle and pedestrian networks.



CITY OF SOUTH LAKE TAHOE

Project Area Vicinity Map

0 200 400 600 800
Feet

Path: \\gis\share\Projects\PublicWorks\CompleteStreets\CompleteStreets.aprx | Stateline RFP Vicinity Map | 2/27/2024

Resolution 2024-066

Adopted by the City of South Lake Tahoe
City Council

June 18, 2024

Authorization for the Reallocation of Funds from the Linear Park Bike Path Project to the Stateline Complete Streets Project and Approval of a Professional Services Agreement with Lumos & Associates for the City for Planning and Design Feasibility Services for the Stateline Avenue Complete Streets Project

BACKGROUND

A. The Stateline Avenue Complete Streets Project has been identified as a priority project tin the Tourist Core Area Plan, Bicycle Advisory Committee list of prioritized projects, Active Transportation Plan and adopted Capital Improvement Program (CIP).

B. The City Council appropriated $100,000 for the initiation of the Stateline Area Complete Streets project during the August 23, 2022, City Council meeting as a part of the City's adopted CIP.

C. The Linear Park Bike path project has $152,829 in remaining funds for Engineering Study and Design (Account 301-50008-48010) to evaluate options to connect the Linear Park Bike Path through the Stateline Area.

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

1. Authorizes the Director of Finance to transfer the remaining Linear Park Bike Path funds totaling $152,829 from 301-50008-48010 to 301-50045-48010.
2. Authorizes the Director of Finance to transfer the $100,000 in the Stateline Avenue Complete Streets Project Account (301-50045) from 42030 (Technical Services) to 48010 (Engineering Study and Design) for consistency purposes.
3. Authorizes and directs the Mayor to execute a Professional Services Agreement with Lumos & Associates for Design Feasibility Services for the Stateline Avenue Complete Streets Project in the amount of $227,200.

Adopted by the City of South Lake Tahoe City Council on June 18, 2024 by the following vote:

Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrich

Cody Bass (Jun 26, 2024 12:01 PDT)

Date: 06/26/2024

Cody Bass, Mayor

Attest:

Susan Blankenship (Jun 20, 2024 11:41 PDT)

Susan Blankenship, City Clerk

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

Resolution 2024-066 Agreement with Lumos

Final Audit Report 2024-06-26

Created:	2024-06-20
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANVO8GgOMBhrvuEc8gX4bkwkbPEtS9wKU

"Resolution 2024-066 Agreement with Lumos" History

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Agreement completed.
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City of South Lake Tahoe
Amendment No. 1 (C-197-2024) to Planning/Design Feasibility Services for Stateline Avenue Complete Streets Project Professional Services Agreement with Lumos & Associates (C-134-2024)

The Professional Services Agreement entered into on June 18, 2024, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Lumos & Associates ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended as follows:

Section 1. Scope of Services. The Scope of Services" (Exhibit A) and Schedule of Charges (Exhibit B) as refenced are amended as shown in the updated Exhibits A and B.

Exhibit A – Scope of Services (see attached)

Exhibit B – Schedule of Charges (see attached.)

The schedule and Term/Time of performance remains as 18 months from the time of award.

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

CITY OF SOUTH LAKE TAHOE

By: Anush Nejad

Anush Nejad, Director of Public Works

CONSULTANT

By:

Tim Russell, PE, Engineering Director
Business License #314513

APPROVED AS TO FORM:

Heather Stroud (Aug 28, 2024 13:29 PDT)

Heather Stroud, City Attorney

ATTEST:

Susan Blankenship (Aug 28, 2024 15:38 PDT)

Susan Blankenship, City Clerk

Exhibit A: Scope of Services

Exhibit B: Schedule of Charges

EXHIBIT A

SCOPE OF SERVICES

Stateline Avenue Complete Streets
Scope of Work / Implementation Plan – August 2024
The first phase of this project will include approximately 8 months of efort including project management, public engagement, constraints analysis, circulation study and parking study and review of previously prepared documents.

Task 1 Project Management, Public Engagement and Agency Coordination
Project Management will be provided by Aaron Brusatori, PE. Aaron will be the single point of contact for the City. He will conduct regular check-in calls with the City to keep them apprised of progress and challenges. He will prepare monthly status reports to be submitted with invoices. Lumos will schedule and facilitate all meetings. We will prepare agendas, sign in sheets, presentations, graphics and minutes. Each meeting will be conducted at a City facility.

Our team including Lumos, WBA, and LSC will participate in outreach meetings, we will have subject matter experts available at specific meetings to hear concerns and provide valuable responses. Our team is prepared to engage with stakeholders and the public.

Lumos will employ a layered approach to Public Engagement. After we have completed the circulation and parking studies, we will convene a Technical Working Group. This group will discuss circulation, parking, complete streets ideas and concepts. Invitations will be sent to the Bicycle Advisory Committee (BAC), Access Tahoe, Lake Link, South Shore Transportation Management Association (SSTMA), TTD, TRPA, PADMA and others recommended by the City. We will present and discuss known constraints including right of way, parking, and trafic circulation patterns as well as potential solutions including one way circulation and reconfiguration of parking along Stateline Avenue.

We will then engage with stakeholders including landowners, casinos, hotels and lodging to present the constraints and receive comments and concerns to help us further refine the complete streets design solutions.

We will set up and maintain a project webpage to post project information and receive questions and comments from the public and document our responses. Inquiries from the webpage will be reviewed and responses posted weekly.

The information gathered from the Technical Working Group and the stakeholders will be used to update exhibits and alternatives for presentation to the public during the second phase of this project.

DELIVERABLES

- Meetings| We will prepare agendas, graphics, sign in sheet, and prepare meeting minutes. We will set up, take down, and conduct the meetings for the proposed meetings.
- Public Outreach Materials | We will prepare outreach letters including meeting notice and select graphics to engage the participants of each meeting.
- Status Reports, invoices and Check-in calls | We will perform regular check in calls with the City project manager. We will prepare and submit monthly project status reports and invoices

Meetings (Phase 1)

- Kickof Meeting with the City of South Lake Tahoe

- Lakeside Park Association
- Technical Working Group
- Stakeholders

Task 2 Constraints Analysis/Conceptual Alternatives
We will utilize the information that we collect including utility systems maps, surveying, aerial photography, circulation and parking studies to define project constraints and develop complete streets solutions. We will prepare exhibits to communicate these constraints to the Technical Working Group, stakeholders and specific exhibits will be uploaded to the project webpage for public review.

Utility Coordination: During the first phase of the project our Utility Coordination eforts will be limited to procurement of systems maps from utility providers. This information will be used to understand which utilities are known to be present in the work area so that we can perform further coordination with those utility providers after a preferred alternative has been selected.

Surveying – Topographic Survey and Right-of-Way: A project base map will be created using a combination of photogrammetry and ground collected survey field shots. The project will be surveyed at a point density and accuracy intended to define existing topographic features. The base map will be presented at 40 scale with a 1- foot contour interval, consistent with National Map Accuracy Standards. Field shots will be obtained at critical locations such as building corners, roadways, and surface evidence of utilities. All relevant site features such as fences, vegetation, bollards, electrical poles and equipment, landscape and curbs will be located. Existing trees within the project area 6 inches and greater will be located and shown on the base map.

Right of Way eforts will start with research of record maps and title reports, provided by the City of South Lake Tahoe to determine existing ROW. Our team has performed several land surveying projects adjacent to the proposed project and understands that existing monumentation is infrequent and property corners will need to be determined based upon field surveys and lines of occupation. We will collect field data with our topographic eforts to determine the existing right of way.

In a future phase of the project, we will prepare record(s) of survey to memorialize the right of way and set monuments and or corners as necessary.

Conceptual Alternatives
Using the constraints defined by the surveying efort and the circulation and parking studies we will prepare up to two planning level exhibits to communicate ideas applicable to the study area. These exhibits will include bicycle, pedestrian and vehicular circulation as well as available on-street parking. We will prepare engineering level exhibits of the project area to communicate right of way, existing lane lines with proposed complete street pedestrian, bicycle, and vehicular circulation spaces. The engineering level exhibits will communicate ideas in both plan view as well as critical cross sections. The exhibits will present cross sections in a semi-illustrative format. It is anticipated the project area will be divided and presented to represent the following segments:

- Stateline Avenue –
  - Lake Tahoe Blvd to Cedar Avenue
  - Cedar Avenue to Pine Boulevard
  - Pine Boulevard to Lakeshore Boulevard

Using feedback received we will prepare alternatives and permutations of the segments identified above.

During the second phase of the project, selected engineering exhibits will be conveyed to Design Workshop for preparation of refined illustrative exhibits for presentation to the public, Planning Commission and City Council. These exhibits will include artistic representations of the proposed complete streets improvements.

DELIVERABLES

- Basemap
- Study Area Exhibits – Up to two (2)
- Project Area Exhibits –Plan view and semi-illustrative cross sections at critical locations
    - Existing conditions
        - Project segments to be presented in plan view
        - Up to six cross sections of Stateline Avenue
            1. Lake Tahoe boulevard to Cedar Avenue
            2. Cedar Avenue to Manzanita Avenue
            3. Manzanita Avenue to Pine Boulevard
            4. Pine Boulevard to Azure Avenue
            5. Azure Avenue to Lakeshore Boulevard
            6. Additional location to be determined
    - Proposed Alternatives / Permutations
        - Two Way motor vehicle circulation
        - One Way motor vehicle circulation

Task 3 Circulation and Parking Study
We will review existing planning, trafic and other transportation and planning studies that cover the study area.

This area has been studied many times with the intent to improve the circulation of cars and facilitate movement of people without cars. There is a trafic signal at US 50 intersection with Stateline Avenue as well as at Park Avenue. Stateline Avenue has minimal or no sidewalks or pedestrian area. There is also parking provided along Stateline Avenue in diferent locations including parallel, head in, and diagonal parking. Stateline Avenue is the most direct route for Stateline hotel guest to access Lake Tahoe. During the process of improving access along Stateline Avenue for pedestrians and bicyclists, there may need to be changes to the vehicle trafic and parking. In order to evaluate the possible alternatives including one-way vehicle trafic or no vehicle trafic on sections of Stateline Avenue the following task would be performed.

Circulation Study (Trafic Study) Intersection counts will be collected during a summer afternoon peak hour at the listed locations, including pedestrian and bicycle volumes. One-way sections of Stateline would efect many other roadways and intersections in the area. So the list of study intersections extends beyond Stateline Avenue in all directions.

- Stateline Avenue/US 50
- Stateline Avenue/Cedar Avenue
- Stateline Avenue/Manzanita Avenue

- Stateline Avenue/Pine Boulevard
- Stateline Avenue/Lakeshore Boulevard
- Stateline Avenue/Azure Avenue
- Park Lane/Heavenly Village Way/US 50
- Park Lane/Pine Boulevard
- Park Lane/Cedar Avenue
- Park Lane/Manzanita Avenue
- Park Lane/Lakeshore Boulevard
- Lake Parkway/US 50
- Lake Parkway/Edgewood
- Lake Parkway/Hard Rock driveway
- Friday Avenue/US 50

Two-way hourly roadway counts will be conducted along Stateline Avenue at two locations, one east of Pine Boulevard and one west of Pine Boulevard. Counts will occur simultaneously to the intersection counts for 3 days using radar counter technology.

All counts will be reviewed to determine if any adjustment factor should be applied based on the time of year. Then baseline (existing) trafic volumes will be presented for all intersections and roadways. Intersection level of service (LOS) will be performed for all intersections and compared to applicable standards. Average daily trafic volumes (ADT) for peak summer season will be calculated and compared to applicable standards.

Parking Study and Data Collection Parking counts will be collected in the summer, hourly from 1:00 PM to 9:00 PM along Stateline Avenue as well as along all intersecting roadways between Stateline Avenue and Park Lane. Next, the amount of parking available along Stateline Avenue will be inventoried. For each business along Stateline (or business that has access of of Stateline Avenue) a basic parking calculation will be performed to determine the parking demand. The parking demand will be compared to the parking supply to determine any surplus or parking deficiencies. The results of the parking analysis will be another tool to evaluate the possible alternatives for Stateline Avenue including moving, rearranging, or removing parking.

DELIVERABLES

- Trafic and parking data will be presented in a draft Circulation and Parking Baseline Conditions Report with tables and figures.

EXHIBIT B

SCHEDULE OF CHARGES

Stateline Avenue Complete Streets - Phase 1		
Task 1 - Project Management/Public Engagement and Agency Coordination		$ 59,400
Task 2 - Constraints Analysis/Conceptual Alternatives		$ 113,800
Task 3 - Circulation / Parking / Study Review		$ 54,000
Phase 1 Total		$ 227,200

Engineering	Per Houri
Director	$320
Group Manager	305
Senior Project Manager - Special Projects	280
Assistant / Project / Senior Project Manager	230/260/275
Staff/ Project / Senior Hydrogeologist	210/220/230
Staff/ Project/ Senior Engineer	210/220/235
Assistant/ Project/ Senior Project Coordinator	165/200/215
Project / Senior Project Designer	180/190
Engineering Technician I/ II/ III	115/155/170

Construction	Per Houri
Director	$320
Materials Engineering Manager	285
Assistant/ Project / Senior Project Manager	230/260/275
Staff/ Project / Senior Geotechnical Engineer	210/220/235
Construction Services Supervisor / Engineer	195/210
Assistant/ Project/ Senior Project Coordinator	165/200/215
Geotechnician	190
Inspector/ Senior Inspector (includes nuclear gauge)	180/190
Construction Technician I/ II/ III	145/155/165
Materials Technician I/ II/ III (includes nuclear gauge)	115/145/155
Administrative Technician	105/115/125

Surveying	Per Houri
Director	$320
Group Manager	305
Assistant/ Project/ Senior Project Manager	230/260/275
Staff/ Project/ Senior Surveyor	210/220/235
Assistant/ Project/ Senior Project Coordinator	165/200/215
Photogrammetrist / Photogrammetry Manager	155/180
GIS Analyst	155
Surveying Technician I / II / III	115/155/170
Party Chief	200

Administrative & Other Services	Per Houri
Administrative Support	$135
Copy & Print Services	Cost+ 15%
Mileage (per mile)	0.75

- Fees for prevailing wage rate projects are available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2024. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

CONTRACT /AGREEMENTAUTHORIZATION ROUTING FORM

STAFF CONTACT INFORMATION

- NAME: Jason Burke
- DEPARTMENT: Public Works
- PHONE: 530-542-6038
- DATE OF SUBMITTAL: 8/27/2024

CONTRACT/ AGREEMENT INFO.

- NAME: Lumos and Associates
- CONTRACTOR/CONSULTANT: Consultant
- START: 6/18/24 END: 11/18/25 OPTION TO RENEW: ☑
- AMOUNT OF CONTRACT: $ Moving budget between tasks

BUDGET INFORMATION

ACCOUNT NO.: 301-50045-48010
BUDGET AVAILABLE: $252,829
FUNDING VERIFIED:
GRANT FUNDING? Source General Fund Federal? Ye ☐ No ☑

Type of Contract

Professional Services Agreement ☑ License ☐ MOU ☐ Lease ☐
Purchase Order ☐ Purchase Agreement ☐ Construction ☐
Revenue Contract ☐ Operation/Concession Agreement ☐ Deed ☐
Maintenance Agreement ☐ Public Works Contract ☐ Vehicle ☐
Motorized Equipment ☐ IT/Electronic Equipment ☐

Brief Description:

This PSA amendment to is only to move budget between tasks and clarify deliverables, shown in Ex A and B. The original contract (C-134-2024) total ($227,200) remains unchanged by this amendment.

Does this contract involve the following: construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting, and/or repair work involving any publicly owned, leased, or operated facility? Yes ☐ No ☑ If **yes**, forward to Public Works for review
(Public Works Director authorization required)

Does this contract require special permitting, environmental review, CEQA/NEPA, Planning Dept. review, Commission approval? Yes ☐ No ☑ If yes, forward to Development Services Department for review ***(Director of Developmental Services authorization required)***

Reviewing Authority	**Signature**	**Date Signed**
Department Head		
Public Works Director *(where applicable)*	Anush Nejad	Aug 28, 2024
Dev. Services Director *(where applicable)*		
Finance Director	O Vikkanitova	Aug 28, 2024
City Attorney	Heather Stroud (Aug 28, 2024 13:29 PDT)	Aug 28, 2024
City Manager	Joseph Irvin (Aug 28, 2024 15:23 PDT)	Aug 28, 2024
City Clerk	Susan Blankenship (Aug 28, 2024 15:38 PDT)	Aug 28, 2024

City Council Meeting Date ***(over $60K or where applicable)*****:** _____

LumosAmendment #1C-197-2024 (2)

Final Audit Report 2024-08-28

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2024-08-28 - 10:38:24 PM GMT

City of South Lake Tahoe
Amendment No. 2 to Stateline Avenue Complete Streets,
Planning and Design Feasibility Professional Services Agreement with
Lumos & Associates (C-197-2024)

The Professional Services Agreement entered into on August 28, 2024, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Lumos & Associates. ("CONSULTANT") is hereby amended as set forth below.

The Contract is hereby revised to add the following,

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated August 28, 2024, to the Professional Services Agreement adds the work described within **Exhibit A, Scope of Services** attached hereto and incorporated herein by reference.

2. Compensation. Compensation for the work described in Exhibit A to be paid to the CONSULTANT is $9,700, as described in **Exhibit B, Schedule of Charges**. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $236,900, without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

   IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to Professional Services Agreement with Lumos & Associates to be executed on May 6, 2025.

CITY OF SOUTH LAKE TAHOE

By: _____
Tamara Wallace, Mayor

Date: _____

CONSULTANT

By: _____
Timothy Russel, PE, Engineering Director
Lumos & Associates
Business License #314513

Date: _____

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

Exhibit A: Schedule of Charges
Exhibit B: Scope of Services

Amendment 2 – Scope of Services
One Way Circulation Options

1. Lumos will prepare an exhibit showing one-way configuration for the entire loop from the intersection of Highway 50/Stateline Ave. to the intersection of Park Ave./Highway 50. This would include a multi-use path from Stateline Ave./Pine Blvd to Park Ave./Pine Blvd. with pedestrian, bicycle, and parking improvements along the entire length of the loop. The segment from of Stateline from Highway 50 to Cedar and Park/Pine to Highway 50 may better accommodate bicycle lanes, or depending on the ROW the multi-use path could continue.

Lumos will prepare a planning level exhibit, showing circulation patterns in plan view, and up to 4 StreetMix cross sections anticipated for the segments described below:
Cross sections anticipated:

1. Lakeshore Blvd (Between Stateline Ave and Park Ave -One Way)
2. Park Ave (Between Lakeshore Blvd and Pine Ave – One Way)
3. Park Ave (Between Pine Blvd and Manzanita Ave – One Way)
4. Park Ave (Between Manzanita Ave and Highway 50 – One Way)

The fee for this exhibit is $5,800

2. Lumos will prepare an exhibit showing one-way configuration from the intersection of Highway 50/Stateline Ave. to the intersection of Park Ave./Pine Blvd. with additional analysis of two-way roadway from Park Ave./Pine Blvd. intersection to Park Ave./Highway 50. This would also include pedestrian, bicycle and parking improvements along the whole loop.

Lumos will prepare a planning level exhibit, showing circulation patterns in plan view, and up to 3 StreetMix cross sections anticipated for the segments described below:
Cross sections anticipated:

1. Lakeshore Blvd (Same x-section as Option 1, above)
2. Park Ave (Same x-section as Option 1, above)
3. Park Ave (Between Pine Ave and Highway 50 - two-way traffic)

The fee for this exhibit is $3,900

EXHIBIT B - SCHEDULE OF CHARGES

ADDENDUM No. 2 TO CONSULTANT AGREEMENT

Extra Work Authorization Form

The consultant agreement dated June 18, 2024 for professional services between LUMOS & ASSOCIATES, INC., and City of South Lake Tahoe for Stateline Avenue Complete Streets (project name)

is hereby amended as follows:
See attached Amendment 2 Scope of Services.

COMPENSATION ARRANGEMENT

☐ Time and materials payment per current fee schedule (attached) not to exceed _____

☑ Lump sum payment $9,700.00

☐ Other (specify) _____

Backcharge: Yes ☐ No. ☑ To Whom: _____

Job No.: 11380.000 Task No./Description: 11380.000.2.41 - One Way Study Area Exhibits

ORIGINAL CONTRACT AMOUNT:	$227,200.00
TOTAL PREVIOUS ADDENDUMS:	$227,200.00
TOTAL THIS ADDENDUM:	$9,700.00
REVISED CONTRACT AMOUNT:	$236,900.00

All other terms and conditions remain unchanged.

LUMOS & ASSOCIATES, INC.		CLIENT	
PRINT	Aaron Brusatori	PRINT	
SIGN	Am Brusatori	SIGN	
TITLE	Group Manager	TITLE	
DATE	April 11, 2025	DATE	

Copies to Client for signature; return one to Lumos & Associates, Inc.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:8

Agenda Item: Affordable Housing and Sustainable Communities (AHSC) Program Application for the Sugar Pine Village Phase 2B Affordable Housing Project

Executive Summary: The purpose of the AHSC Grant Program is to reduce greenhouse gas (GHG) emissions through projects that implement land-use, housing, transportation and agricultural land preservation. Related California and City staff have been working closely together to outline specific improvements that can both provide maximum benefit to the community and the project while also maximizing the competitiveness of the application for Sugar Pine Village Phase 2B. The specific projects outlined in the grant application (currently being prepared), seek to align with the grant objectives and thereby increase the likelihood of being awarded funds. Council is asked to authorize submittal of the grant applicant.

Requested Action / Suggested Motions: Pass a Resolution authorizing staff to submit a joint application with Related Companies of California LLC under the AHSC Program for an amount not to exceed $30,000,000 of which an amount not to exceed $20,000,000 will be provided as a loan for the affordable housing construction and an amount not to exceed $10,000,000 will be provided as a reimbursable grant for Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit Related Infrastructure (TRA) or Program activities as defined in the AHSC Program Guidelines.

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

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

Attachments:

01-Staff_Report_AHSC_05.06.2025.docx
02-Resolution - AHSC Round 9 App 05.06.2025.docx

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

Meeting Date: May 6, 2025

Title: Affordable Housing and Sustainable Communities (AHSC) Program Application for the Sugar Pine Village Phase 2B Affordable Housing Project

Location: 1888 Lake Tahoe Boulevard and 1029 Tata Lane

Responsible Staff Members: Jessica Wackenhut Lomeli, Housing Manager

Background: Currently under construction, Sugar Pine Village is a 248-unit affordable housing project, with onsite community service facilities on 11.6 acres of land owned by the State of California (State). This project is a result of the Governor's Executive Order N-06-19, which directed the California Department of General Services (DGS) to identify excess state properties as potential affordable housing development sites. In July 2020, the State announced the State had selected Related Companies of California LLC (Related) in partnership with the St. Joseph Community Land Trust to construct and manage the Sugar Pine Village project.

Since June 2020, the City of South Lake Tahoe has been an active partner in the development of the project. As a first step of financial commitment, the City Council at its November 17th, 2020 meeting authorized a $566,629 loan for predevelopment costs (Resolution 2020-109) and a $1,250,000 loan to purchase banked land coverage at the airport (Resolution 2020-110). The loans were funded by Program Income from repayments of loans from the Redevelopment Agency (RDA) Low- and Moderate-Income Housing Fund and the City's undesignated reserve fund, respectively. At its October 19, 2021 meeting the City Council also approved a $627,626 loan of HOME Program Income. This brings the City's total commitment toward the project to $2,441,629.

In addition to direct City commitments, the City has partnered with Related to secure $17,359,470 in Affordable Housing and Sustainable Communities (AHSC) grant funds, $10,551,967 is for the affordable housing project costs and the remaining $6,807,503 is for city improvements. The City and Related were awarded $5,000,000 in Permanent Local Housing Allocation (PLHA) grant funding. Additionally, Related has also secured $20,000,000 in Multifamily Housing Program (MHP) funding and $3,195,900 in Infill Infrastructure Grant (IIG) funding so far in the financing phase of the project.

To date, approximately $100,000,000 in tax credits and grant applications have been applied for and secured using the City's initial approximate $2.4 million commitment as a local match.

The Affordable Housing component of the AHSC funding that has been awarded is currently under construction, and the solar, transportation, and pedestrian/bicycle infrastructure component of the award is in the design and moving into the implementation phase this summer.

Source	Phase 1A	Phase 1B	Phase 2A	Phase 2B	Total
City RDA Loan	566,629	-	-	-	566,629
City Coverage Loan	254,487	-	995,513	-	1,250,000
HOME PI Loan	-	625,000	-	-	625,000
City Sources	**821,116**	**625,000**	**995,513**		**2,441,629**

Federal Tax Credit Equity	19,766,293	17,114,888	-	18,755,003	55,636,184
State Tax Credit Equity	5,722,864	-	-	-	5,722,864
Perm Loan	2,768,500	4,448,000	2,015,000	2,380,000	11,611,500
State Housing Accelerator			23,888,864		23,888,864
State MHP	12,127,500	7,448,016	-	-	19,575,516
State AHSC	-	-	10,551,967	19,680,000	30,231,967
State IIG	3,195,900	2,953,700	2,965,000	2,998,000	12,112,600
State PLHA	4,750,000	-	4,750,000	4,750,000	14,250,000
State HOME	-	5,162,446	-	5,910,614	11,073,060
State LGMG	5,638,066	9,999,999	4,304,935	-	19,943,000
State Prohousing				620,000	620,000
FHLBank AHP	1,000,000	-	-	-	1,000,000
Deferred Dev. Fee	500,000	1,970,346	-	4,200,000	6,670,346
Total Sources	**56,290,239**	**49,722,395**	**49,471,279**	**59,293,617**	**214,777,530**
	Committed	Applied For	Identified	N/A	

Issue and Discussion: The purpose of the AHSC Program is to reduce greenhouse gas (GHG) emissions through projects that implement land-use, housing, transportation and agricultural land preservation. The AHSC Program seeks to accomplish a broad environmental objective, rather than just construct housing, making it a unique program in the field of affordable housing funding sources. Specifically, it mandates that a certain amount of awarded funds be used for non-housing transportation related infrastructure and other infrastructure that provide reductions in GHG emissions. This allows the community to benefit not just from affordable housing but also from the associated infrastructure improvements.

AHSC Program funds are assessed through a highly competitive scoring process that is based in part on the specifics of the proposed non-housing improvements. As such, the project developer and City staff have been working closely together to outline specific improvements that can both provide maximum benefit to the community and the project while also maximizing the competitiveness of the application.

While separate from the City's obligations under the AHSC grant, the application may also include a contribution towards interregional and/or local transit. As previously noted, the AHSC Program is designed to achieve the objective of reducing GHG emissions. As such, the specific projects outlined in the grant application (currently being prepared), seek to align with the grant objectives and thereby increase the likelihood of being awarded funds.

Non-housing improvements proposed for the application include pedestrian and bike lane improvements within a two-mile radius of Sugar Pine Village. At the May 7, 2024 City Council meeting, staff presented the Bicycle Advisory Committee (BAC) prioritized list of Active Transportation Projects for the City's Capital Improvement Program (CIP). Councilmember Robbins, seconded by Councilmember Creegan confirmed moving the projects from 1A into the CIP. At this meeting, council members discussed that the prioritization of the projects can be moved if a particular project has a grant opportunity available.

The prioritized list was reviewed by city staff and Related CA to look for a project that aligned with the grant criteria. Per the staff report for this item and discussion by the City Council on May 7, 2024, the prioritization list was not meant to be linear and city council would be updated when grant funds are available for projects that are lower on the prioritization list. Given the constraints and opportunities of scoring for the AHSC program, staff selected the South Ave. Barton Campus linkage route and extending the route to Emerald Bay Road to meet the length requirement for scoring, the budget, serving as a link between bike routes, and aligning with the CalTrans Road Safety Audit. CalTrans committed to implementation of a crossing at B Street across Emerald Bay Road, with a traffic signal, once the city had bike routes connect to B Street at Emerald Bay Road. Overall this linkage project, while ranked under the category of Priority 2 on the BAC list, will ultimately fulfill both City and CalTrans goals.

The general scope of the non-housing related infrastructure improvements with which the City will have a direct role are as follows:

- Approximately 2,735 linear feet of bike trail along South Ave. Barton Campus and extended through B Street to Emerald Bay Road totaling approximately $4,500,000.
- Approximately 2,000 Linear feet of sidewalk improvements that were identified in the Americans with Disabilities Act Transition Plan totaling approximately $2,250,000.

Staff recommends that the City Council adopt a resolution authorizing staff to submit a joint application with Related Companies of California LLC under the AHSC Program for an amount not to exceed $30,000,000 of which an amount not to exceed $20,000,000 will be provided as a loan for the affordable housing construction and an amount not to exceed $10,000,000 will be provided as a reimbursable grant for Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit Related Infrastructure (TRA) or Program activities as defined in the AHSC Program Guidelines. While these are not to exceed amounts, the actual application request will likely be approximately $15,000,000+/- for the affordable housing and $7,000,000+/- for the non-housing infrastructure improvements. AHSC Program applications are due by May 28th with award announcements anticipated in December 2025.

Financial Implications: The AHSC Program application will contain approximately $7,000,000 of "non-housing" related improvements of which the City, as the joint applicant, will carry primary responsibility for completion.

City responsibilities will include providing the initial capital for approximately $6,000,000 of identified improvements consistent with the AHSC Program Guidelines. Expenditures consistent with and in compliance with the award agreement are reimbursable to the City up to the maximum agreed amount. The City is responsible for providing the funds up front for the projects and are reimbursed by the state.

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.

Construction of sidewalks and bike trails is considered categorically exempt from CEQA under CEQA Guidelines Section 15301, Existing Facilities, which exempts minor alteration of existing public facilities involving negligible or no expansion of existing use. An example provided by the CEQA Guidelines includes alterations of existing streets for the addition of bicycle facilities, transit improvements, pedestrian crossings, and other similar alterations that do not create additional automobile lanes.

Policy Implications: The recommended action is consistent with the City Strategic Plan which identifies supporting the Sugar Pine Village Project as Action Item 1.3.1.

The recommended action is also consistent with the following adopted policies and programs:

<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.

<u>City of South Lake Tahoe Climate Action Plan</u>

Action Item WB-1 Improve bicycle and pedestrian network and support use of e-bikes

Use the community planning process and individual project applications to continue to improve and expand bicycle and pedestrian infrastructure and options, especially those in winter.

Action Item LUP-1 Encourage complete neighborhoods
Promote complete and distinct neighborhoods through zoning and permitting that promote walking, biking, and taking transit to services to reduce vehicle use. Use incentives for zoning and transit-oriented development to site new development near jobs and transit, enabling a greater percentage of the workforce to live near work and transit. City neighborhoods should foster community pride, enhance public safety, and be family friendly.

Action Item LUP-2 Ensure a healthy jobs-to-housing balance by prioritizing dense mixed-use development
Implement GHG reductions through area plans by concentrating commercial and medium- to high-density residential development near designated City centers that can be served efficiently by public transit and alternative transportation modes, such as major bike paths. Ensure that allocated land for parking areas is minimized and that pedestrian, bus, and bike pathways are available.

Action Item LUP-3 Prioritize workforce and affordable housing
Use regulatory and voluntary tools to increase the inventory of workforce housing along existing and planned higher capacity bus routes, more frequent transit services, and near services and jobs. Identify additional affordable workforce housing opportunities as part of the General Plan update land use plan and future development projects. Work with developers to provide incentives for and encourage affordable housing projects.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 6, 2025

A Resolution of the Governing Body of City of South Lake Tahoe authorizing the application for the Affordable Housing and Sustainable Communities (AHSC) Program Round 9 Grant Application as a Joint Applicant with The Related Companies of California LLC ("Developer") for the Sugar Pine Village ("Project") Phase 2B Affordable Housing Development located at 1029 Tata Lane and 1888 Lake Tahoe Blvd.

BACKGROUND

A. The funding and development of Sugar Pine Village aligns with the following policies and programs in the City's 2022-2027 Housing Element: Policy 1-1, Policy 2-2, Policy 2-5, and Program 2-1. The Project also aligns with the following action items in the City's Climate Action Plan: Action Item WB-1, LUP-1, LUP-2, and LUP-3.

B. The State of California, the Strategic Growth Council ("SGC") and the Department of Housing and Community Development ("Department" has issued a Notice of Funding Availability ("NOFA") dated March 25, 2025, under the Affordable Housing and Sustainable Communities ("AHSC") Program.

C. The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, AHSC Program Round 9 Guidelines adopted by SGC on February 26, 2025 ("Program Guidelines").

D. The AHSC Program provides grants and loans to applicants identified through a competitive process for the development of projects that, per the Program Guidelines, will create new affordable housing and achieve greenhouse gas reductions and benefit communities through increased accessibility to affordable housing, employment centers and key destinations via low-carbon transportation.

E. The AHSC Program requires that joint applicants for a project will be held jointly and severally liable for completion of such project and the Developer has requested the City to be a joint applicant for its project located at 1029 Tata Lane 1888 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150 ("Sugar Pine Village").

F. The City plans to perform and construct transit related amenities, including transit, bicycle, and pedestrian improvements within a two-mile vicinity of Sugar Pine Village (the “Transit Improvements”).

G. The City desires to apply for AHSC Program Round 9 funds and submit an Application Package as a joint applicant with the Developer.

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

1. Authorizes submission of the application to the AHSC Program as detailed in the NOFA dated March 25, 2025, for Round 9, in a total amount not to exceed $30,000,000.00 of which an amount not to exceed $20,000,000 will be provided as a loan for an Affordable Housing Development (“AHD”) (“AHSC Loan”) and $10,000,000 will be provided as a grant for Housing-Related Infrastructure (“HRI”), Sustainable Transportation Infrastructure (“STI”), Transit-Related Amenities (“TRA”) or Program (‘PGM”) activities (“AHSC Grant”) as defined the AHSC Program Guidelines and sign AHSC Program documents; and

2. The City shall assume any joint and several liability for completion of the Project required by the terms of any grant awarded to the City and the Developer under the AHSC Program; and

3. If the Application is successful, the City shall be authorized to execute a Co-Applicant Agreement with Developer in the form approved by the City Manager; and

4. The City shall be authorized to execute a Standard Agreement, with terms and conditions that AHSC Program funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement, that the Application Package in full is incorporated as part of the Standard Agreement, and that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and

5. The City authorizes Joseph Irvin, City Manager, to execute and deliver any documents in the name of the City that are necessary, appropriate or advisable to secure the AHSC Program funds from the Department, and all amendments thereto, and complete the transactions contemplated herein and to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

Adopted by the City of South Lake Tahoe City Council on May 6, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:9

Agenda Item: Grant of Permanent Easement to Liberty Utilities for Underground and Above Ground Utility Facilities Associated with Electric Vehicle Charging Stations at 3069 Harrison Avenue, a City-owned parcel.

Executive Summary: Proposed Resolution to execute Permanent Utility Easement for Liberty Utilities at 3069 Harrison Avenue, a City-owned parcel, for the purpose of expanding infrastructure to service 12 Electric Vehicle Charging Stations.Â Â

Requested Action / Suggested Motions: Pass a Resolution Granting a Permanent Utility Easement to Liberty Utilities at 3069 Harrison Avenue, a City-owned parcel, for the purpose of expanding infrastructure to service 12 Electric Vehicle Charging Stations.

Responsible Staff Member: Emily Dougherty, Permit Technician

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

Attachments:

01-Staff Report - Liberty Easement.docx
02 Project Map 3069 Harrison Av.pdf
03 Permanent Easement_Liberty.docx
04 Resolution_Liberty Easement.docx

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

Meeting Date: May 6, 2025

Title: Grant of Permanent Easement to Liberty Utilities for Underground and Above Ground Utility Facilities Associated with Electric Vehicle Charging Stations

Location: 3069 Harrison Avenue, South Lake Tahoe, California
APNs 026-113-007, 026-113-008, 026-113-009, 026-113-010, 026-113-011

Responsible Staff Member: Emily Dougherty, Engineering Technician

Background: In 2021, Tesla approached City Staff expressing interest in partnering to provide 12 electric vehicle fast chargers on City property to respond to the growing customer demand in South Lake Tahoe. The public parking lot at 3069 Harrison Ave was the best location. Several designs were considered until one was selected with the most streamlined snow management considerations.

Liberty Utilities has a design for a new 1,600 A 277/480 Panel to serve the 12 Tesla Electric Vehicle Supercharger Ports. The design includes intercepting the existing primary conduit between the existing LJE73 and N-48 Box northeast of riser pole 116698. The project proposes installing a new 3-phase LJE between the facilities above, as shown on Attachment 02 (Project Map), and run a new 3 1/10 cable. The project will extend the underground primary line west along Modesto Avenue and install a second LJG per cable pull calculations and install a new line north from the second LJE to T-1. Cable service will be installed in the customer's panel. A new primary conduit will be stubbed for future use.

Issue and Discussion: The underground and above-ground infrastructure proposed by Liberty Utilities to serve the 12 Tesla Electric Vehicle Super Charger Ports are being installed in the City Right of Way and on City Property located at 3069 Harrison Avenue. A Permanent Utility Easement (Attachment 03) is required to construct, operate, add to, modify, maintain and remove aboveground electric line systems for the distribution and transmission of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus and improvements ("Underground Utility Facilities") and transformers (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus and improvements ("Additional Utility Facilities") upon, over, under and through the property legally described in Exhibit A, attached hereto and by this reference made a part of this Grant of Easement ("Easement Area").

Financial Implications: The City of South Lake Tahoe is granting permanent utility easement to Liberty Utilities for and in consideration of the sum of a value less than $100 ($0.00 Transfer Tax).

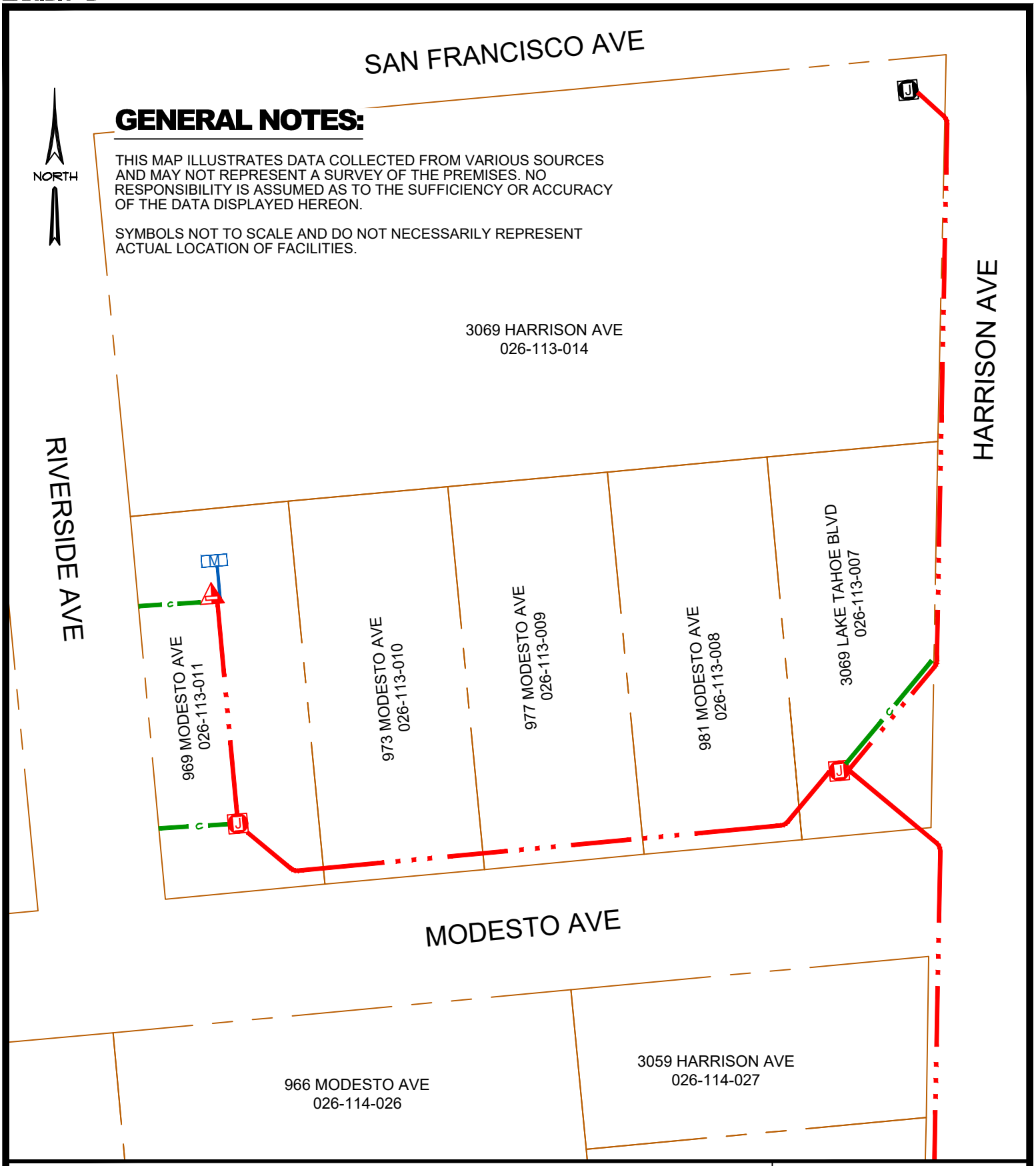
Environmental Considerations: Pursuant to Public Resources Code Section 21080 and California Code of Regulations, Title 14, Section 15061(b)(3), the granting of this utility easement is exempt from the provisions of California Environmental Quality Act (CEQA) because it involves the construction or placement of minor infrastructure and does not result in significant environmental impacts. Specifically,

this actions qualifies for exemption under CEQA Guidelines Section 15303 (Class 3), which covers the constructions of small structures, such as the installation of utility infrastructure.

Policy Implications: The City's Climate Action Plan addressed the need for increased use of electric vehicles in Strategy 3: Electric Vehicles (EVs) – Increase the Use of EVs to Reduce Emissions from Passenger and Transit Vehicles. Under Strategy 3, Action EV-1 states the intent to promote and incentivize EVs and EV chargers. The CAP set the metric of seeing 50 nonresidential chargers installed in South Lake Tahoe by 2030.

The CAP EV-1 directs the City to consult with the TRPA's Tahoe-Truckee Electric Vehicle Readiness Plan. Goal 1 is to 'Maximize the share of electric miles traveled in the Tahoe-Truckee Region to achieve sustainability and environmental improvement objectives, especially reducing greenhouse gas emissions, and criteria air pollutants." Performance metric 1a is "avoided environmental harms attributable to electric vehicle miles, including GHG emissions, and criteria air pollutants." Performance metric 1b is "charging stations deployed at select destinations in the Tahoe Region, for instance at popular sites such as in or near town and regional centers, retail centers, beaches, recreational areas, educational facilities, and large marinas." The City's Electric Vehicle Charger Siting Plan, adopted in May 2022, identifies the Modesto/Harrison parking lot for 12 DC fast chargers.

EXHIBIT "B"



3069 LAKE TAHOE BLVD TESLA CHRGR

3069 LAKE TAHOE BLVD, SOUTH LAKE TAHOE

TESLA INC ATTEN: MAX DE ZEGHER 866.322.4547

Liberty

933 Eloise Ave.
South Lake Tahoe
California, 96150
Phone:
(530) 543-5281

LU WBS	LU ORDER #	JOB NUMBER	CUSTOMER ORDER #	SCALE	PAGE #
		8800-0123-9352		1:40	1 OF 1

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ORIGINAL DRAWING SIZE 8.5"x11"

APN: 026-113-014-000
Project Number: LNC-01452
8800-0123-9352

Recording Requested by and
When recorded return to:
Liberty Utilities
Easement and Land Dept.
933 Eloise Ave.
South Lake Tahoe, CA. 96150

GRANT OF PERMANENT EASEMENT

City of South Lake Tahoe, 1740 "D" Street, South Lake Tahoe, CA. 96150 (Grantor) for and in consideration of the sum of a value less than $100, (R&T 11911 $0.00 Transfer Tax) – receipt of which is hereby acknowledged by Grantee and on behalf of them and their successors and assigns, grants and conveys to Liberty Utilities, LLC. (CalPeco Electric), a California Limited Liability Company, (Grantee) and its successors and assigns, a perpetual right and easement:

1. To construct, operate, add to, modify, maintain and remove aboveground electric line systems for the distribution and transmission of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus and improvements ("Underground Utility Facilities") and transformers (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus and improvements ("Additional Utility Facilities") upon, over, under and through the property legally described in Exhibit A, attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");

2. For ingress (entering) and egress (leaving) to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this Agreement;

3. To remove, clear, cut or trim any obstruction or material (including trees, other vegetation, and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Underground Utility Facilities or the additional Utility facilities within the Easement Area;

4. Notwithstanding the foregoing, with respect to the Underground Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Underground Utility Facilities after same are installed in connection with Liberty Utilities project. The easement area around any additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the additional Utility Facilities, as originally installed in connection with Liberty Utilities project.

APN: 026-113-014-000
Project Number: LNC-01452
8800-0123-9352

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantor must document Grantor's consent by signing Grantee's standard, recordable easement agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape in the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

_____
Date

CITY OF SOUTH LAKE TAHOE:

_____ _____
Tamara Wallace, Mayor Print Name
Mayor

APPROVE AS TO FORM:

_____ _____
Heather Stroud, City Attorney Print Name

ATTEST:

_____ _____
Susan Blankenship, City Clerk Print Name

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_____)

On_____before me, _____, Notary Public
(insert name and title of the officer)

personally appeared_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Place Seal Above)

EXHIBIT “A”
LEGAL DESCRIPTION

A parcel of land located in the State of California, County of El Dorado, with a situs address of 3069 Harrison Avenue, South Lake Tahoe, CA. 96150 and being described as a portion of Lot 1, Block 14, of the Timberland Tract and being more fully described in Grant Deed document #2018-0009199-00 dated 1/29/2018 and recorded 2/13/2018.

APN: 026-113-014-000

NEW BUSINESS PROJECT AT 3069 LAKE TAHOE BLVD IN SOUTH LAKE TAHOE. THIS PROJECT INVOLVES DESIGN FOR A NEW 1,600 A 277/480 V PANEL TO SERVE 12 TESLA ELECTRIC VEHICLE SUPERCHARGER PORTS. DESIGN TO INCLUDE INTERCEPTING EXISTING PRIMARY CONDUIT BETWEEN (E) LJE73 AND N-48 BOX NORTH EAST OF RISER POLE 116698. INSTALL NEW 3 PHASE LJE BETWEEN AFOREMENTIONED FACILITIES AS SHOWN AND RUN NEW 3-1/0 CABLE. EXTEND UNDERGROUND PRIMARY LINE WEST ALONG MODESTO AVE AND INSTALL A SECOND LJE PER CABLE PULL CALCULATIONS, AND INSTALL NEW LINE NORTH FROM SECOND LJE TO T-1. INSTALL SERVICE CABLE TO CUSTOMER'S PANEL.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe City Council

May 6, 2025

Grant of Permanent Easement for Liberty Utilities for Underground and Above Ground Utility Facilities Associated with Electric Vehicle Charging Stations

BACKGROUND

A. On February 14, 2023, the City Council passed a Motion authorizing and directing the Mayor to execute a Supercharger Lease Agreement with Tesla for a term of five years contingent upon permit issuance by the City of South Lake Tahoe for the City-owned parcel at 3069 Harrison Avenue (APNs 026-113-007, 026-113-008, 026-113-009, 026-113-010, 026-113-011).

B. On February 5, 2025, the Department of Public Works issued Permit EN24-2408 for Grading and Encroachment to Liberty Utilities for the installation of underground and above ground utility infrastructure to support the 12 Tesla Superchargers. The work associated with this Public Works Permit is expected to be completed between May 1, 2025 - June 6, 2025.

C. As part of the installation project of the 12 Tesla Superchargers, Liberty Utilities needs to expand their infrastructure to accommodate the installation on the City-owned parcel, requiring a permanent Utility Easement be recorded.

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

1. Authorizes and Directs the Mayor to execute the Grant of Permanent Utility Easement to Liberty Utilities as described in the Grant of Permanent Easement (Attachment 03) for the property located at 3069 Harrison Avenue (APNs 026-113-007, 026-113-008, 026-113-009, 026-113-010, 026-113-011).
2. Authorizes and Directs the City Manager to take any further actions necessary to implement the Permanent Utility Easement for the purpose of supporting the Electric Vehicle Charging Stations.

Adopted by the City of South Lake Tahoe City Council on May 6, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:10

Agenda Item: Ordinance Designating Very High Fire Severity Zones (Second Reading)

Executive Summary: City Council will consider a proposed ordinance to update "very high fire severity zone" designations in the City based on the updated California Department of Forestry and Fire Protection (â€œCalFireâ€) Local Responsible Area (LRA) map. California law requires Cal Fire to develop maps identifying very high fire severity zones for potential wildland fires, and local governments are then required by California Government Code section 51179 to adopt an ordinance formally designating these zones in their jurisdiction.

Requested Action / Suggested Motions: Pass an Ordinance Designating Very High Fire Severity Zones within the City of South Lake Tahoe.

Responsible Staff Member: Jim Drennan, Fire Chief, and Kim George, Fire Marshal

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

Attachments:

01-Staff Report- Fire Severity Zones Ordinance.docx
02 - LRA FHSZ Rollout Plan
03-Ordinance - Designating Very High Fire Severity Zones.docx
04-Map (Exh. A to Ordinance)
05-Notice of Publication

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

Meeting Date: May 6, 2025

Title: Ordinance Designating Very High Fire Severity Zones (Second Reading)

Location: Citywide

Responsible Staff Member: Kim George, Fire Marshal, and Jim Drennan, Fire Chief

Background: California law requires the California Department of Forestry and Fire Protection ("CalFire") to develop maps identifying Very High Fire Hazard Severity Zones for potential wildland fires, and local governments are then required by California Government Code section 51179 to adopt an ordinance formally designating these zones in their jurisdiction. The vast majority of the land within City limits is included in a Very High Fire Hazard Severity Zone, and this designation triggers additional building and fire code requirements intended to promote fire safety.

On September 3, 2019, City Council adopted Ordinance 2019-1131 which designated Very High Fire Hazard Severity Zones within the City. On June 4, 2024, City Council adopted Ordinance 2024-1186 which made the most recently adopted update to the Very High Fire Hazard Severity Zones within the City. The proposed Ordinance would further update the City's fire hazard severity zones in accordance with existing law.

Issue and Discussion: On February 10, 2025 the City received an updated version of Cal Fire's Fire Hazard Severity Zones in Local Responsibility Area map from CalFire identifying Very High Fire Hazard Severity Zones. Pursuant to Government Code section 51179, the City is required to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving such recommended fire designations. To clarify, the revised map shows a few parcels which are designated as high and moderate zones. The vast majority of the City falls within the "Very High Fire Hazard" category.

As a result, City staff drafted a proposed ordinance (*Attachment 1*: proposed ordinance) to update the City's Very High Fire Hazard Severity Zone designations in accordance with CalFire's updated map.

Adopting this ordinance is required by law and allows the Building Official and Fire Chief to enforce the wildland interface fire protection provisions of the Building and Fire Codes. The Fire Department, after review of the Very High Fire Hazard Severity Zone Map, concurs with CalFire's assessment. CalFire's map for the City is attached to this report. (*Attachment 2*: Cal Fire's Fire Hazard Severity Zones in Local Responsibility Area)

Additionally, pursuant to Government Code section 51178.5, within 30 days after receiving the recommended fire designations from the State Fire Marshal, the City is required to make the information available for public review and comment. On March 14, 2025, the City complied with this requirement by posting this information and instructions on how to comment on our webpage.

Comments were to be emailed to fireinfo@cityofslt.us. This was also advertised on SLTFR social media pages as well as city social media pages. All public comments received with respect to these fire designations are attached to this report as *Attachment 3*.

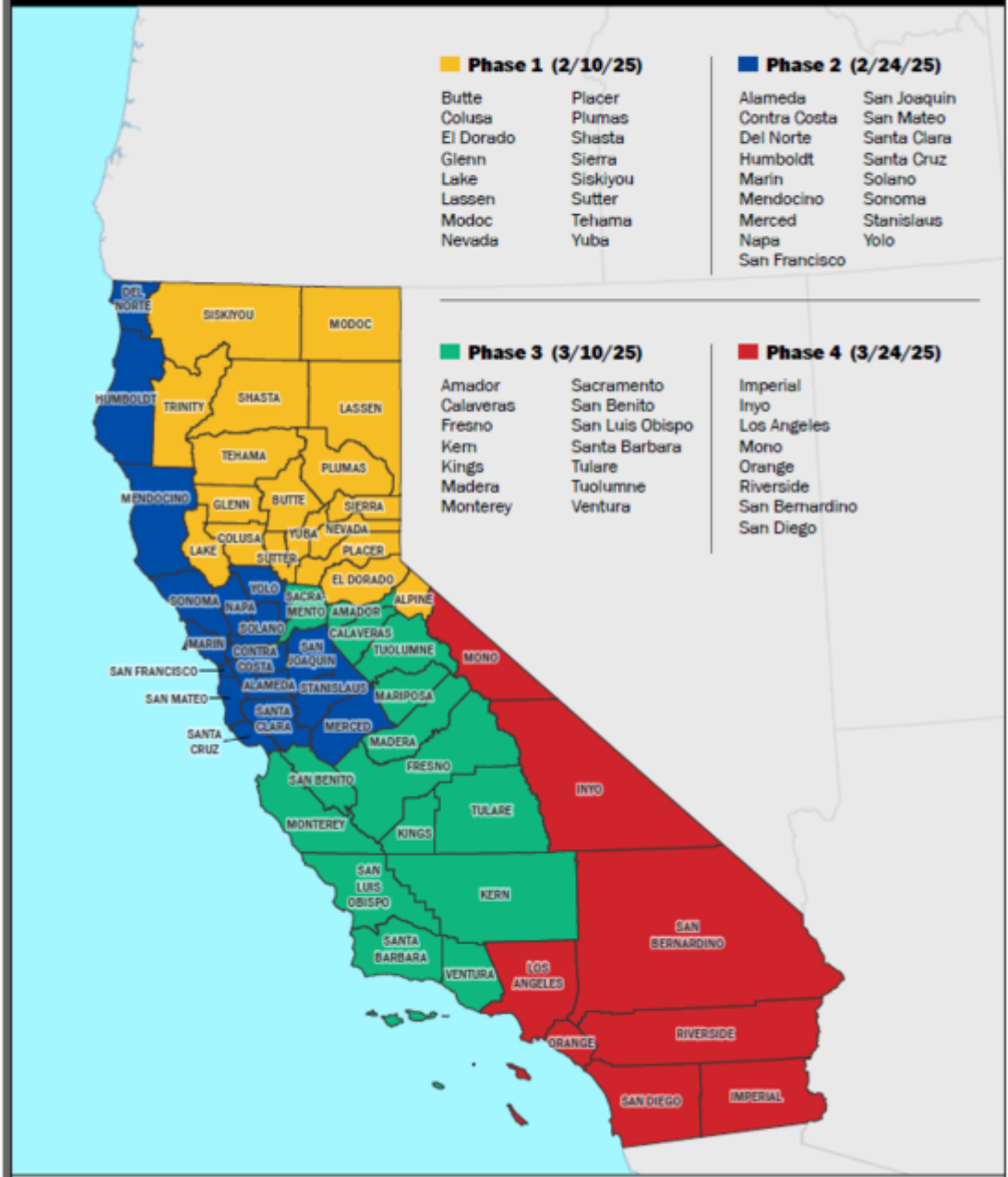
Financial Implications: Adoption of this ordinance has no financial implications for the City at this time.

Environmental Considerations: This 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: Government Code Section 51179 states, “A local agency shall designate, by ordinance, [. . .] very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.”

LRA FHSZ Rollout Plan

OFFICE OF THE STATE FIRE MARSHAL



The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Data Sources: FRAP (only10_1)

Office of the State Fire Marshal, 2/5/2025

Ordinance 2025-XXX (uncodified)

Adopted by the City of South Lake Tahoe
City Council

May 6, 2025

Designating Very High Fire Hazard Severity Zones

FINDINGS

A. The Wildland-Urban Interface Fire Area is a geographical area identified by the state as a Fire Hazard Severity Zone in accordance with California Public Resources Code Sections 4201 through 4204 and California Government Code sections 51175 through 51189, or other area designated by the enforcing agency to be at a significant risk from wildfires.

B. On September 3, 2019, City Council adopted Ordinance 2019-1131 which designated Very High Fire Hazard Severity Zones within the City of South Lake Tahoe (the "City").

C. Pursuant to California Public Resources Code Section 4204, the California Department of Forestry and Fire Protection ("Cal Fire"), through the State Fire Marshal, shall periodically review Fire Hazard Severity Zone designations and, as necessary, shall revise zones.

D. On February 10, 2025, Cal Fire issued its updated Local Responsibility Area Fire Hazard Severity Zones for El Dorado County. Most of the City falls into the Very High Severity category. The map has been provided to the City by Cal Fire for review. Adoption of Cal Fire's updated Fire Hazard Ratings for the City allows the City's Building Official and Fire Chief to enforce the Wildland-Urban Interface requirements found in the California Fire and Building Codes for the updated Very High Fire Hazard Severity Zones designations in the City. These Wildland-Urban Interface requirements increase fire safety requirements on items such as roofing, siding, attic, and foundation venting. These requirements affect new residential construction.

E. The Building Official shall enforce the provisions of Title 24 California Code of Regulations, California Building Code, Part 2, Chapter 7A, in all Very High Fire Hazard Severity Zones designated by the Fire Chief.

F. The Fire Chief may designate areas not identified as Very High Fire Hazard Severity Zones by Cal Fire following a finding supported by substantial evidence in the record that the requirements of the California Government Code section 51182 are necessary for effective fire protections within those areas.

G. The Fire Chief, after review of the Cal Fire including its designation of Very High Fire Hazard Severity Zones within the City, concurs with Cal Fire's assessment.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Certain areas within the City are hereby designated as Very High Fire Hazard Severity Zones, as indicated on the map attached as Exhibit "A" hereto.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City 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 thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on May 6, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

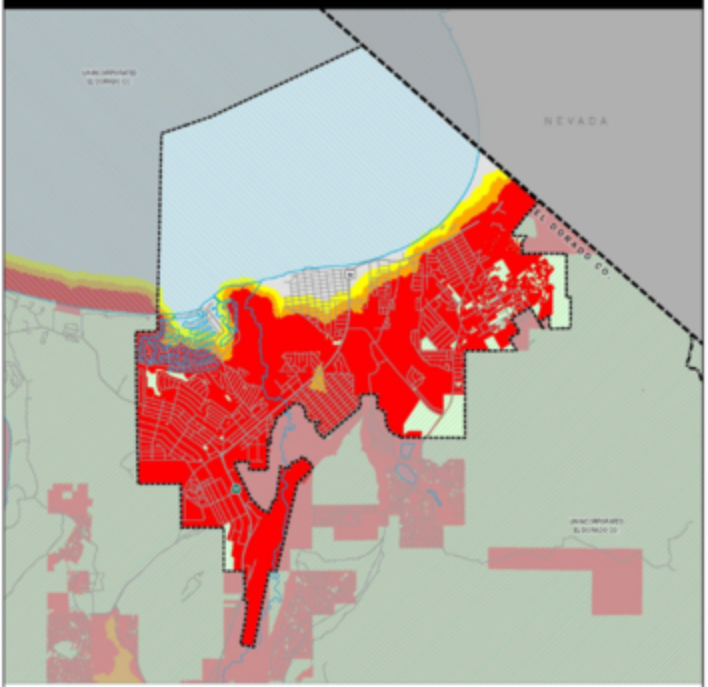
First Reading:
Published:
Effective:

CITY OF SOUTH LAKE TAHOE – EL DORADO COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

January 22, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as identified by the State Fire Marshal

Very High | High | Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High | High | Moderate

Mi 0 1 2

Km 0 1 2 3 4

Projection: WGS 83 California Teale Albers
Scale: 1:48,000 at 11" x 17"

Incorporated City | Waterbody

Unzoned LRA | Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA25_2, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/01/24; CA Board of Equalization

Column

INTERIM AD DRAFT

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: NwSXsyuA2iMG72NhvENy | **Proof Updated: Apr. 23, 2025 at 08:55am PDT**
Notice Name: Fire Severity Zone Map Ordinance First Readin

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:	2	**Ad Class:**	Legals
Total Column Inches:	8.18		
Number of Lines:	41		

04/25/2025: Other	115.04
Internet Flat Fee Charge	40.00
Affidavit flat charge	10.00

Subtotal	$165.04
Tax	$0.00
Processing Fee	$0.00
Total	**$165.04**

See Proof on Next Page

LEGAL PUBLICATION

CITY OF SOUTH LAKE TAHOE
SUMMARY OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that on April 22, 2025, the City of South Lake Tahoe City Council waived first reading, read by title and referred to second reading and adoption at the May 6, 2025, City Council meeting the following ordinance:

"An Ordinance Designating Very High Fire Hazard Severity Zones"

City Attorney's Summary of Ordinance:

"This ordinance would update 'very high fire severity zone' designations in the City based on the updated California Department of Forestry and Fire Protection (Cal Fire) State Responsibility Area (SRA) map. California law requires Cal Fire to develop maps identifying very high fire severity zones for potential wildland fires, and local governments are then required by Government Code section 51179 to adopt an ordinance formally designating these zones in their jurisdiction. This ordinance is intended to satisfy these legal obligations."

A copy of the proposed ordinance in its entirety is available for review in the City Clerk's Office located at 1901 Lisa Maloff Way, South Lake Tahoe, California.

Susan Blankenship
Susan Blankenship
City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, Ca 96150
(530) 542-6005
Published: April 25, 2025

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:11

Agenda Item: Levy of Assessment for Ski Run Business Improvement District for Business License Year 2025/2026

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 2025/2026 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 2025/2026.

Responsible Staff Member: Ben Hannah - Accountant II

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

Attachments:

01 - Staff Report - Ski Run BID 05-06-2025.docx
02 - SRBID Resolution - Second Meeting 05.06.2025.docx
03 SRBID 2025-2026 Budget Proposal.pdf
04 SRBID 2025-2026 Budget Proposal_Prior Year vs Proposed.pdf
05 SRBID 2025-2026 Budget Proposal_Includes Measure S Recreation.pdf
06 Ski Run BID Report 2025.pdf
07-Public Notice

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

Meeting Date: May 6, 2025

Title: Ski Run Business Improvement District to Levy Assessment for Business License Year 2025/2026

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 11, 2025 and a public hearing was scheduled for May 6, 2025.

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 2025/2026 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 2025/2026 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 $14,000 for business license year 2025/2026 which is $1,000 higher than the projection for the previous year 2024/2025. Actual business license year 2024/2025 revenues were $3,200 higher than previous projections. The next year's projections assume that revenues will be higher than 2024/2025 projections and near equal to 2024/2025 actuals due to stable business conditions.

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 business license year 2025/2026 as well.

The proposed budget is based on last year's actual revenues and expenses. It reflects a projected shortfall of $13,500 compared to $11,000 approved for the prior year General Fund subsidy. Utility cost and landscaping costs both increased. While assessment revenues increased slightly, the expenses continue to exceed BID revenues requiring an ongoing General Fund subsidy.

Financial Implications: The proposed 2025/2026 Ski Run Landscaping (fund 280) Funding Plan is attached and will be brought back for adoption as part of the fiscal year 2025/2026 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 2025/2026, staff recommends budgeting $13,500 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.

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

Policy Implications: Consistent with the California laws and City policies.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 6, 2025

Confirming the Ski Run Business Improvement District Annual Report and Levying the Assessment Referred to in the Report for Business License Year 2025-2026

BACKGROUND

A. On March 11, 2025 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 May 6, 2025, 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 2025-2026 budget submitted by the Ski Run BID Advisory Board as originally filed on March 11, 2025

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 May 6, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

BID Projected Budget FY 2025/2026		
FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT		
BID Operating Revenue		
BID Assessment		$ 14,000
	Total Revenue	$ 14,000
BID Operating Expenses		
Water/Sewer Utilities		$ 7,500
Landscaping		$ 17,000
Electricity for Timers		$ 3,000
	Total Expenses	$ 27,500
BID Net Operating Revenue (Expense)		$ (13,500)
Other Revenue Funding Sources		
General Fund Subsidy		$ 13,500
Ski Run BID Fund Balance		$ -
Net Budgeted Revenue/(Expense) **		$ -

Total General Fund Subsidy $13,500

Provided for reference only. The above budget will be brought back for adoption as part of the fiscal year 2025/2026 City budget.

Ski Run Landscaping and Bike Trail Maintenance Funding Plan

2024/2025 Adopted Budget and 2025/2026 Projected Budget

Administered and Accounted for by City

BID Adopted Budget FY 2024/2025

FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT

BID Operating Revenue		
BID Assessment		$ 13,000
	Total Revenue	$ 13,000
BID Operating Expenses		
Water/Sewer Utilities		$ 6,000
Landscaping		$ 15,500
Electricity for Timers		$ 2,500
	Total Expenses	$ 24,000
BID Net Operating Revenue (Expense)		$ (11,000)
Other Revenue Funding Sources		
General Fund Subsidy		$ 11,000
Ski Run BID Fund Balance		$ -
Net Budgeted Revenue/(Expense)		$ -

Total General Fund Subsidy $11,000

Provided for reference only.

BID Projected Budget FY 2025/2026

FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT

BID Operating Revenue		
BID Assessment		$ 14,000
	Total Revenue	$ 14,000
BID Operating Expenses		
Water/Sewer Utilities		$ 7,500
Landscaping		$ 17,000
Electricity for Timers		$ 3,000
	Total Expenses	$ 27,500
BID Net Operating Revenue (Expense)		$ (13,500)
Other Revenue Funding Sources		
General Fund Subsidy		$ 13,500
Ski Run BID Fund Balance		$ -
Net Budgeted Revenue/(Expense)		$ -

Total General Fund Subsidy $13,500

Provided for reference only. The above budget will be brought back for adoption as part of the fiscal year 2025/2026 City budget.

BID Projected Budget FY 2025-2026			
FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT			
BID Operating Revenue			
BID Assessment			
	Total Revenue	$	14,000
BID Operating Expenses			
Landscaping		$	17,000
Water/Sewer Utilities		$	7,500
Electricity for Timers		$	3,000
	Total Expenses	$	27,500
BID Net Operating Revenue (Expense)		$	(13,500)
Other Revenue Funding Sources			
General Fund Subsidy		$	13,500
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		$	11,045
Technical Services		$	4,800
Snow Removal		$	-
Sand and Snow Poles		$	8,625
Electricity for Lights		$	5,800
	Total Expenses	$	30,270
Measure S Net Operating Revenue/(Expenses)		$	(20,270)

Total General Fund Subsidy $13,500

Provided for reference only.

Note: Fund 281 Deficit is covered by prior year fund balance.

February 10, 2025

Ben Hannah
Accountant II
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Subject: 2024 Ski Run Business Improvement District Report

Dear Mr. Hannah,

Last year was an exciting year for the Ski Run Business Improvement District (BID). We thank the City and City Council for their continued support of the Ski Run BID, businesses on Ski Run Boulevard, and neighbors that call this area home.

Ski Run Business Improvement District (BID) members continue to pay their annual assessment and continue to champion what we think is one of the greatest boulevards in the country.

Ski Run Community Park:
After four years of planning, fundraising, and construction, Ski Run Community Park opened much public fan-faire on August 16, 2024. Ski Run Park quickly became a community favorite and was consistently busy throughout the summer. We look forward to the many years of joy this park will bring to the community. Thank you for supporting this project and the long-term operations and maintenance of the park.

Community Events:
Ski Run continues to host community focused events during summer months. In 2024, events included:

- Longest Dinner Table in Tahoe - June. More than 200 community members gathered on Ski Run to share a meal and raise funds for F.E.E.T Fund, which helps fund kids field trips in South Lake Tahoe.
- Tahoe Brewfest – August. For the second year in a row, Ski Run hosted the Boys and Girls Club of Lake Tahoe largest fundraiser event. This event celebrates all that is special about South Lake Tahoe's mountain culture: our beer, our crafts, our environment and most of all, our community.
- Ski Run Farmers Market – June through September. The annual Friday night farmers market with more space after expanding to another block. This added

space allowed more local vendors to participate in the market. This event continues to be a Friday tradition for residents and visitors alike.

Public Safety:
Ski Run BID members thank the City Council for reducing the speed limit on Ski Run Blvd. to 30 miles per hour. We continue to support any projects which improve pedestrian safety on the street.

Transportation and Environment:
We are excited about the planned Ski Run Mountain to Marina Green Infrastructure Plan. We support projects to reduce stormwater pollution from reaching Lake Tahoe including expansion of the Osgood Basin. We also support expanding bike and pedestrian trails that connect to Ski Run Blvd. including the complete streets and paths on Spruce Ave and path connections to Bijou Elementary School and Stateline.

In the next year, we look forward to continuing to offer great community events and support projects that promote a vibrant Ski Run and broader South lake Tahoe Community.

Sincerely,

Chris McNamara
Corey Rich
Devin Middlebrook
Jeff Cowen
Rachel Carlson

Tahoe Daily Tribune

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Nichole Seitz, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Tahoe Daily Tribune now is, and during all times herein named, was a corporation duly organized and existing under the laws of the State of California, and now is, and during all times herein named was the printer of **Tahoe Daily Tribune**, a newspaper of general circulation, as defined by section 6000 of the Government Code of the State of California, printed and published daily (Sundays excepted) in the City of South Lake Tahoe, County of El Dorado, State of California, and that affiant is the principal clerk of said Nevada County Publishing Co.
That the printed advertisement hereto annexed was published in the said Tahoe Daily Tribune, for the full required period of **1** time(s) commencing on **Mar. 14, 2025,** and ending on **Mar. 14, 2025,** all days inclusive.

PUBLICATION DATES:
Mar. 14, 2025

NOTICE ID: Lb2bJA8KWLLJXBrGlgGe
PUBLISHER ID: 358404
NOTICE NAME: 8CD07 Res 2025-012 Annual Ski Run BID
Publication Fee: 759.55

I certify, under penalty of perjury, the forgoing is true and correct.

(Signed) Nichole Seitz

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 03/18/2025

S Smith
Notary Public
Notarized remotely online using communication technology via Proof.

Resolution 2025-012
Adopted by the City of South Lake Tahoe
City Council
March 11, 2025
Declaring its Intention to Levy an Annual Assessment for the 2025-2026 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 theyear 2025, which is attached hereto and incorporated herein by reference.

3. Declares that there are no changes to the boundaries of the "Ski Run BusinessImprovement District" (the "District") as approved by the City of South Lake TahoeCity Council Ordinance 927. The boundaries of the District remain as set forth in theMap and boundary descriptions included in Exhibit A of Ordinance 927. A true andcorrect 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 thelevy of assessments on businesses in the District have not changed. The types ofimprovements and activities are generally described as landscape maintenance, andare delineated in the Annual Report, attached hereto and incorporated herein byreference. A true and correct copy of the Annual Report is on file with the City Clerkof the City of South Lake Tahoe.

5. Intends to levy and collect an annual assessment for 2025/2026 fiscal year onbusinesses 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 activitieswithin the District.

7. Declares that the method and the basis for levying the assessments on all thebusinesses 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 sections36524 and 36525, to levy the proposed assessment for 2025/2026 fiscal year for May6th, 2025 at 9:00 a.m. before the City Council of the City of South Lake Tahoe at theCouncil Chambers, 1901 Lisa Maloff Way, South Lake Tahoe, California.

10. Declares that at the public hearing, the testimony of all interested persons, for oragainst the levy of the proposed assessment for 2025/2026 fiscal year, the boundariesof 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 2025/2026fiscal year or any aspect of it may be made orally or in writing. An oral protest shallbe made at the said public hearing. To count in the majority protest against the levyof the proposed assessment for 2025/2026 fiscal year, a protest must be in writing. Awritten protest may be withdrawn from writing at any time before the conclusion of thepublic hearing. Each written protest shall contain a written description of the businessin 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 ofprotester, signature of protester, date of protest and the reason(s) the protester isagainst the levying of the District assessment. If the person signing the protest is notshown on the official records of the City as the owner of the business, then the protestshall contain or be accompanied by written evidence that the person is the owner ofthe business. Any written protest as to the regularity or evidence of the proceedingsshall 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 LakeTahoe, 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, writtenprotests 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 proceedingsto levy the proposed assessment for 2025/2026 fiscal year shall occur. Newproceedings to levy an assessment shall not be undertaken again for a period of atleast one (1) year from the date of the finding of the majority written protest by the CityCouncil. 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 2025/2026 fiscal year within the District

13. States that further information regarding the Ski Run Business Improvement Districtmay be obtained from the City Clerk of the City of South Lake Tahoe at 1901 LisaMaloff Way, South Lake Tahoe, CA 96150.

14. Directs the City Clerk to provide notice of the public hearing as follows:
    a. Publish this Resolution of Intention in a newspaper of general circulation in theCity 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 businessowner in the District within seven (7) days of the adoption of this Resolution bythe City Council.

15. Declares that this Resolution is effective on its adoption.

Adopted by the City of South Lake Tahoe City Council on March 11, 2025, by the following vote:

Yes: Wallace, Bass, Jinkens, Roberts
Recused: Robbins

Tamara Wallace (Mar 11, 2025 15:25 PDT)

Date: Mar 11, 2025

Tamara Wallace, Mayor

Attest:

Susan Blankenship (Mar 11, 2025 15:14 PDT)

Published: March 14, 2025

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:12

Agenda Item: Ordinance Amending Vacation Home Rental Regulations Outside Tourist Core (First Reading) and Urgency Ordinance Extending Temporary Moratorium on Issuance of Vacation Home Rental Permits in Areas Where Permits Were Prohibited by Measure T

Executive Summary: On April 22, 2025, City Council passed a motion by a vote of 3-2 to direct staff to bring back an ordinance making the following changes to the pre-Measure T regulations that were in place as of November 2018: â€¢ Lower the cap from 1400 to 900 VHR permits outside the Tourist Core Area Plan. â€¢ Prohibit VHRs in all multi-family dwellings outside of commercial and Tourist Core Area Plan areas. â€¢ Require 24/7 response through a local property manager or ownership. â€¢ Increase consequences for violations. â€¢ Change the VHR permitting authority to the Police Department. â€¢ Establish phased permitting of no more than 150 VHR permits issued per month. â€¢ Planning Commission decision on VHR permit denial and revocation appeals is final. â€¢ Change occupancy limits to two per bedroom plus two. â€¢ Require property managers to maintain cameras on parking and trash areas. â€¢ Require property managers to maintain decibel readers. â€¢ Require in-person check-in, with a signature on a set of rules or code of conduct. â€¢ Require a valid, up-to-date defensible space approval prior to issuance of permit. â€¢ Include 2-year waiting period before applying for a VHR permit after sale of property, to preserve existing housing. â€¢ Provide permitting preference for prior VHR and Qualified VHR permit holders in good standing. City Council's requested amendments are included in the proposed Ordinance. Additionally, an urgency ordinance to extend the moratorium through June 19, 2025, is included with this agenda item, to allow time for the proposed Ordinance to become effective.

Requested Action / Suggested Motions: (1) Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code to Modify the Regulation of Vacation Home Rentals Located Outside the Tourist Core Area Plan, and refer second reading and adoption to the May 20, 2025 meeting; and (2) Pass an Urgency Ordinance Extending a Temporary Moratorium on the Issuance of Vacation Home Rental Permits in Areas Where Permits Were Prohibited by Measure T.

Responsible Staff Member: Heather Stroud, City Attorney Joseph Irvin, City Manager

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

Attachments:

01 - Staff Report - VHR Ord Amendments (First Reading).docx
02 - Ordinance - VHR Amendments.docx
03 - VHR Ordinance Amendments Redline.pdf
04 - Table 2.35.070 Redline.pdf
05 - Urgency Ordinance Moratorium Extension.docx
06-Public Notice

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

Meeting Date: May 6, 2025

Title: Ordinance Amending Vacation Home Rental Regulations Outside Tourist Core (First Reading) and Urgency Ordinance Extending Temporary Moratorium on Issuance of Vacation Home Rental Permits in Areas Where Permits Were Prohibited by Measure T

Location: Citywide

Responsible Staff Members: Heather Stroud, City Attorney (530) 542-6046
Joseph Irvin, City Manager (530) 542-6000

Background: On November 21, 2017, City Council adopted Ordinance No. 1114 to repeal and replace Article V (Vacation Home Rentals) of Chapter 3.50 of Title 3 of the South Lake Tahoe City Code. Ordinance No. 1114 addressed concerns and impacts of Vacation Home Rentals ("VHRs"), including adding a cap of 1400 VHRs outside the Tourist Core, operational requirements including occupancy limits, restrictions on hot tub hours, prohibition of commercial activities such as weddings, parking restrictions, noise/quiet hours, and requirement to properly secure trash in bear boxes. On August 21, 2018, City Council adopted Ordinance No. 2018-1120 to make further amendments, including clarifying when the owner versus occupant would be subject to a citation for violating operating conditions and making exceptions to certain parking and trash requirements for properties within a Homeowners Association having their own regulations.

On the election held on November 6, 2018, a local citizens initiative called Measure T passed. Beginning after a phase-out period, Measure T prohibited VHRs in certain areas of the City where they had previously been permitted, including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017. An organization called South Lake Tahoe Property Owners Group filed a lawsuit challenging Measure T on various grounds. In February 2021, Measure T was upheld in its entirety by the El Dorado County Superior Court, and Plaintiff filed an appeal. The court of appeal affirmed the trial court's judgment upholding Measure T, except that it remanded the case for the trial court to consider whether the "permanent resident" exception in the Qualified VHR provisions of Measure T violates the dormant Commerce Clause of the U.S. Constitution. On March 13, 2025, the El Dorado County Superior Court issued a ruling finding that the Qualified VHR provisions are unconstitutional because they impermissibly discriminate against interstate commerce, and that these provisions are not severable from the remainder of Measure T, requiring that Measure T be struck down in its entirety.

On April 1, 2025, City Council voted not to appeal the court's Measure T decision and adopted an urgency ordinance to establish a temporary moratorium on issuing VHR permits in areas that are affected by the court's decision to provide time for City Council to study and make any desired

changes to the pre-Measure T VHR regulations to address some of the nuisance concerns that led to the passage of Measure T, and allow for an orderly implementation of permitting.

On April 22, 2025, City Council heard a staff report and passed a motion by a vote of 3-2 (Wallace, Jinkens, and Roberts voting yes and Bass and Robbins voting no), to direct staff to bring back an ordinance making the following changes to the pre-Measure T regulations that were in place as of November 2018:

- Lower the cap from 1400 to 900 VHR permits outside the Tourist Core Area Plan.
- Prohibit VHRs in all multi-family dwellings outside of commercial and Tourist Core Area Plan areas.
- Require 24/7 response through a local property manager or ownership.
- Increase consequences for violations.
- Change the VHR permitting authority to the Police Department.
- Establish phased permitting of no more than 150 VHR permits issued per month.
- Planning Commission decision on VHR permit denial and revocation appeals is final.
- Change occupancy limits to two per bedroom plus two.
- Require property managers to maintain cameras on parking and trash areas.
- Require property managers to maintain decibel readers.
- Require in-person check-in, with a signature on a set of rules or code of conduct.
- Require a valid, up-to-date defensible space approval prior to issuance of permit.
- Include 2-year waiting period before applying for a VHR permit after sale of property, to preserve existing housing.
- Provide permitting preference for prior VHR and Qualified VHR permit holders in good standing.

Additionally, the motion directed staff to:

- Ensure the VHR permit fee achieves complete cost recovery.

Issue and Discussion: City Council's requested amendments are included in the proposed Ordinance, as summarized below.

Additionally, an urgency ordinance to extend this moratorium through June 19, 2025, is included with this agenda item, to allow time for the proposed Ordinance to become effective. Without the moratorium, the result would be an immediate reversion to the pre-Measure T VHR regulations that were in place as of November 2018.

<u>Establish a cap of 900 VHR permits outside the Tourist Core.</u>

- The proposed Ordinance lowers the cap from 1400 VHRs outside the Tourist Core Area Plan to 900. (§ 3.50.380(F))

<u>Prohibit VHRs in all multifamily dwellings outside the commercial and Tourist Core Area Plan areas.</u>

- The proposed Ordinance deletes the provision that allowed VHRs in multifamily dwellings that had VHR permits prior to September 1, 2016, such that VHRs are prohibited in all multifamily dwellings. (§ 3.50.380(D)(2))
- The proposed Ordinance amends the definitions of "dwelling" to exclude time-shares and make other clarifications, and amends the definition of "multifamily dwelling" to include all attached dwelling units except for dwelling units that are condominiums and are located in

the Tourist Core Area Plan or in a commercially-zoned area (Tahoe Valley Area Plan, Sierra Tract-Commercial Area Plan Statement, and Bijou/Al Tahoe Community Plan Districts 1, 2, and 3), as may be amended. (§ 3.50.370)

The result is that no VHR permits would be allowed in any in attached condominiums outside of these commercial and Tourist Core areas or in any attached multifamily rental housing such as apartment buildings or duplexes (citywide). Staff supports this decision, both to avoid the kind of nuisance issues that occur with shared walls and close quarters and to preserve these dwelling units as housing.

Require VHR owners to use local property manager.

- Requires VHR owners outside Tourist Core Area Plan to designate a property manager to implement the conditions of operation. An owner may serve as the property manager. (§§ 3.50.070; 3.50.390(B)(1)(b))
- The owner is required to designate and maintain a property manager to ensure compliance with the conditions of operation, including occupancy, the prohibition on commercial activity including weddings and large parties, prohibition on outdoor hot tub use during quiet hours, maintenance of interior and exterior signage, parking restrictions, noise and prohibition on outdoor amplified sound during quiet hours, lighting requirements, record-keeping, prohibition on camping or sleeping in tents and RVs, trash requirements, and payment of transient occupancy tax. (§ 3.50.440)
- The property manager must have a local contact number with 24-hour, 7 days a week availability for reporting violations. (§ 3.50.390(B)(1)(b))
- The property manager shall be available to respond in person within 60 minutes to complaints, 24 hours a day, 7 days a week. (§ 3.50.440(W)) This is the same as the in-person response requirement for hosted rentals.
- The property manager shall meet the occupants in person to check them in, to verify the identity of the persons entering into the rental contract and require their signature the good neighbor contract certifying that the parties have reviewed the rules. (§ 3.50.440(U))
- The property manager shall receive real-time data from outdoor noise and video monitoring devices at each VHR managed to allow property managers to prevent nuisances before neighbors are disturbed and to prevent violations of the conditions of operation. (§ 3.50.440(V))

Increase enforcement.

- Requires all vacation home rental properties to be operated, maintained, and managed in compliance with conditions of operation irrespective of whether they are being used as a vacation home rental at a given time. (§ 3.50.440). This amendment recognizes that having a VHR permit allowing short-term rental of one's property is a privilege, and it closes a loophole that was abused by the occupants or owners denying that they were renting the property, for example, by saying that they were friends or relatives of the owner to avoid receiving a citation or on appeal of a citation.
- Amends definition of "occupant" to delete exception that did not consider the owner to be an occupant. (§ 3.50.070)
- Deletes provision stating that an owner or agent cannot be cited for a violation of operating conditions if they report a violation by an occupant. (former § 3.50.450(C))
- Allows an occupant to be cited for trash violations they cause. (§ 3.50.440)

- Provides that the City may issue a citation based wholly or in part on photographic, video, or audio recorded evidence provided by a third party upon submission of a signed affidavit, if a preponderance of the evidence shows that a violation occurred. (§ 3.50.450(C))

The provision stating that the owner is subject to citation for violation of any conditions of operation is unchanged, (§ 3.50.440) as are the three-strikes provisions prohibiting issuance of a permit if there have been three or more upheld citations within any three events and/or calls for service during any 24-month period, and requiring permit revocation if there have been three upheld citations during any 24-month period (§ 3.50.410(B)(3)).

All VHR Permits to be issued by Police Department.
Throughout the code, the Ordinance changes "director of development services" to "city manager," and defines "city manager" as the city manager or their designee (§ 3.50.370). This allows the City Manager to delegate permitting to the Police Department at this time, and that delegation can be changed at the City Manager's discretion at a later date without needing further code amendments.

Phased Permitting with Monthly Limit.
The Ordinance states that the City shall issue no more than 150 VHR permits per month. (§ 3.50.390(A)(6))

Planning Commission has final decision on appeals of Permit Denials and Revocations.
The Ordinance clarifies that that appeals of VHR Permit denials and revocations made by staff that are appealed to the Planning Commission are not subject to further appeal to City Council. (§ 3.50.430). The Ordinance also amends Table 2.35.070 to state that the Planning Commission is the final appeal board. Several other clean-up amendments are made to this Table to reflect amendments to and addition of other City Code provisions that have appeal processes that were made since the last time the Table was amended.

Occupancy Limit Changed to 2 Per Bedroom Plus 2.
For properties outside the Tourist Core Area Plan, the occupancy limit has been lowered from 2 per bedroom plus 4, to 2 per bedroom plus 2. (§ 3.50.440(A)(1))

Require Defensible Space Inspection Prior to Permit Issuance.
For properties outside the Tourist Core Area Plan, the requirement for an inspection to ensure that the defensible space requirements of California Public Resources Code section 4291 are met has been added to the inspection requirements. (§§ 3.50.390(A)(7)(b); 3.50.410(B)(2))

2-year Waiting Period Before Applying for a VHR Permit After Sale of Property.
For properties outside the Tourist Core Area Plan, the requirement that property ownership has not changed within the two years prior to application is included. (§§ 3.50.390(B)(1)(j); 3.50.410(B)(6)). There is an exception for circumstances where the transferee was an owner of the property prior to the transfer, to allow for transfer among owners without triggering the prohibition. The same exception was in the prior version of the Ordinance prohibiting transfers of VHR permits among owners of a property. (§3.50.380(C)(2)(a))

Provide Permitting Preference for Prior VHR and QVHR Permit Holders Who Were in Good Standing.
The Ordinance authorizes City Council to establish this preference by resolution, which will be brought to City Council for consideration along with the second reading of this Ordinance on May

20. The forthcoming resolution will set an initial 30-60 day window where the only VHR permit applications accepted in areas where VHRs were previously prohibited under Measure T will be from: (1) applicants whose VHR permit at the same property was in good standing and not renewed in 2021 because of Measure T, and whose property still qualifies for a VHR permit under the Ordinance; and (2) applicants whose Qualified VHR permit at the same property was in good standing and became void in April 2025 because of the court's judgment in the Measure T case, and whose property still qualifies for a VHR permit under the Ordinance. The City would continue to process these initial applications and not begin processing additional applications in these areas where VHRs were previously prohibited under Measure T until applications received in the initial period are processed. After the initial application period for preferred applicants, other applicants could submit applications that would be processed in the order they are received and deemed complete. For the purpose of the initial application period, "good standing" will mean that there are not more than three upheld citations within an 24-month period, any outstanding citations have been paid, and any outstanding transient occupancy tax has been paid.

Other edits are made throughout the Ordinance for the purpose of updating outdated provisions, improving grammar/style, clarifying intent, and ensuring enforceability.

Staff is analyzing a potential VHR Permit fee increase for areas outside the Tourist Core to ensure complete cost recovery to include increased staffing and resources for permitting and enforcement, and intends to bring a resolution amending the Master Fee Schedule on May 20, 2025.

Environmental Considerations: This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and under CEQA Guidelines section 15308 because it is amending a regulatory process to protect the environment.

Financial Implications: The City will set VHR permit fees to ensure full cost recovery for any current and additional resources needed to run the VHR program, including permitting and enforcement staffing, office space, and vehicles. Further, the addition of approximately 900 new VHRs outside the Tourist Core will generate additional Transient Occupancy Tax revenue.

Policy Implications: VHR regulation involves competing policy implications. Limiting, restricting, regulating, and enforcing the rules regarding VHRs protects against nuisance issues such as noise, trash, overcrowding, parking violations, and degradation of neighborhood character, while allowing the operation of VHRs can have positive economic benefits for the City, local businesses, and community. City Council has an opportunity to balance these interests with this Ordinance.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 20, 2025

An Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code to Modify the Regulation of Vacation Home Rentals Located Outside the Tourist Core Area Plan

FINDINGS

A. Pursuant to Article XI, Section 7 of the California Constitution, the City may make and enforce all regulations and ordinances using its police powers.

B. The City has regulated Vacation Home Rentals ("VHRs"), currently defined as the rental of an entire dwelling unit for less than 30 days, since the adoption of Ordinance No. 928 on January 21, 2003.

C. Between 2015-2018, the City Council held more than 17 public meetings with dozens of hours of public comment at which the City Council deliberated regulations related to, nuisances created by, and the benefits and costs of VHRs within the City. At those public meetings, the City Council, staff, and community members expressed concern about excessive noise, disorderly conduct, vandalism, overcrowding, traffic, congestion, illegal parking, and accumulation of trash and refuse at or around VHRs located outside the Tourist Core. During that time, the City expended resources in responding to numerous citizen complaints pertaining to VHRs, which required rapid response from police, fire, paramedic, and other City personnel.

D. Measure T was a citizens initiative that passed in the election of November 6, 2018. Beginning after a phase-out period, Measure T prohibited VHRs in certain areas of the City where they had previously been permitted, including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017.

E. Soon after Measure T passed, an organization called South Lake Tahoe Property Owners Group filed a lawsuit challenging Measure T on various grounds, El Dorado County Superior Court Case No. SC20180243. In February 2021, Measure T was upheld in its entirety by the El Dorado County Superior Court, and Plaintiff filed an appeal. The court of appeal affirmed the superior court's judgment upholding Measure T, except that it remanded the case for the trial court to consider whether the "permanent resident" exception in the Qualified VHR provisions

of Measure T violates the dormant Commerce Clause of the U.S. Constitution. At no time during the lawsuit was an injunction in place prohibiting the implementation of Measure T's prohibition on VHRs in certain areas of the City including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017, such that VHRs in these areas were phased out by the end of 2021 as required by Measure T.

F. On March 13, 2025, the El Dorado County Superior Court issued a ruling finding that the Qualified VHR provisions are unconstitutional because they impermissibly discriminate against interstate commerce, and that these provisions are not severable from the remainder of Measure T, requiring that Measure T be struck down in its entirety.

G. On April 1, 2025, the City Council unanimously adopted Ordinance No. 2025-1193, establishing a temporary, forty-five (45) day moratorium on the issuance of Vacation Home Rental permits for Vacation Home Rentals in areas where such permits were prohibited by Measure T, pursuant to California Government Code section 65858(a). City Council is being asked to extend this moratorium as part of a separate urgency ordinance to allow time to adopt this Ordinance and have its provisions become effective.

H. On April 22, 2025, the City Council received a staff report and passed a motion by a vote of 3-2 to make certain amendments to the pre-Measure T VHR regulations that were in place as of November 2018, which are included in this Ordinance.

I. The amendments to Section 3.50.440 (Conditions of Operation) are not retroactive to permits in place as of the effective date of this Ordinance, and will be applied at the time of permit renewal and issuance of new permits.

J. Related amendments to Table 2.35.070 (Appealable Actions and Matters) are included in this Ordinance to clarify that appeal decisions of VHR permit denials and revocations by the Planning Commission are final and not appealable to the City Council. Additional amendments to this Table are included to reflect changes in other sections of the City Code since the Table was last amended.

K. On April 25, 2025, notice of this public hearing was published in the Tahoe Daily Tribune pursuant to California Government Code section 65090.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

3.50.370 Definitions.

"Bear box" shall have the same meaning as set forth in SLTCC section 4.150.010.

"City manager" shall mean the city manager as set forth in SLTCC chapter 2.10, or their designee.

“Condominium” shall mean a dwelling unit in a residential development that is under a legal arrangement specifying that the unit is individually owned but the common areas are owned, controlled, and maintained through an organization consisting of all individual owners.

“Dwelling unit” shall mean a building, or portion thereof, that contains living facilities including provisions for sleeping, eating, cooking, and sanitation for the exclusive use of one or more people maintaining a household, not including city-approved hotels, motels, bed and breakfasts, or timeshares.

“Good neighbor contract” shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC section 3.50.440 for which occupants are responsible for compliance and subject to citation for violating, to be signed during check-in by the property manager and the responsible party(ies) entering into a vacation home rental contract for each vacation home rental in areas outside the Tourist Core Area Plan.

“Multifamily dwelling unit” shall mean a dwelling unit that is attached, meaning that it shares at least one wall, floor, or ceiling with at least one other dwelling unit, except for dwelling units that are condominiums and are located in the Tourist Core Area Plan or in a commercially-zoned area (Tahoe Valley Area Plan, Sierra Tract-Commercial Plan Area Statement, and Bijou/Al Tahoe Community Plan Districts 1, 2, and 3), as such area plans or area plan statements may be amended.

“Occupant” shall mean any person who is on or in a vacation home rental property, whether or not the person stays overnight.

“Owner” shall mean the person(s) or entity(ies) that hold legal or equitable title to a dwelling unit.

“Property manager” shall mean the person designated by the owner to implement the requirements of SLTCC section 3.50.440 in areas outside the Tourist Core Area Plan. The owner or an agent designated by the owner may serve as the property manager.

“Renewal application” shall mean an application for a renewed vacation home rental permit which application may be submitted by the vacation home rental applicant.

“Rent” shall have that definition set forth in SLTCC 3.00.010.

“Vacation home rental” shall mean the rent or rental of an entire dwelling unit by the owner or agent to another person or group of persons for occupancy, dwelling, lodging, or sleeping purposes for a period of less than 30 consecutive calendar days. The rental of units within city-approved hotels, motels, time-shares, and bed and breakfasts shall not be considered to be vacation home rentals.

“Vacation home rental applicant” shall mean the person(s) or entity(ies) who apply for a vacation home rental permit by submitting and signing a vacation home rental application. A vacation home rental applicant may be an owner(s) of the dwelling unit, an agent(s), or another authorized representative(s) of an owner of the dwelling unit.

“Vacation home rental permit” shall mean a permit issued to the property owner and pursuant to the provisions of this chapter that allows the use of a dwelling unit as a short-term rental.

“Vacation home rental property” shall mean a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the county of El Dorado, upon which a vacation home rental(s) is (are) maintained. “Vacation home rental property” includes the premises upon which a vacation home rental is located, including parking areas, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, spas, tennis and paddleboard courts, and other similar and related improvements.

“Vacation home rental waitlist” shall mean when the number of permits issued by the city exceeds the cap, the city manager will accept applications to be placed on a list to be used when permits for issuance become available.

3.50.380 Vacation home rentals – General provisions.

A. Vacation Home Rentals Allowed. Subject to the provisions of this article, vacation home rentals shall be permitted within the city.

B. Vacation Home Rental Permit Required to Operate. It shall be unlawful for any person or entity to rent, maintain, facilitate, advertise or list a dwelling unit as a short term rental without a valid vacation home rental permit issued pursuant to this article.

C. Vacation Home Rental Permits Nontransferable.

1. Permit – Site Specific. It shall be unlawful for any person to give, grant or otherwise transfer a vacation home rental permit from one dwelling unit to another.

2. Transfer of Permits Prohibited. All permits issued by the city pursuant to this article shall be nontransferable to a different person or entity to whom said permit was issued.

(a) Notwithstanding subsection (C)(2) of this section, a permit may be transferred from one owner of a vacation home rental to another owner of the vacation home rental as long as the transferee was an owner of the vacation home rental at the time the vacation home rental application was submitted to the city.

3. Upon any change of ownership of a vacation home rental property, an initial vacation home rental application shall be submitted pursuant to SLTCC 3.50.390(A).

D. Multifamily Dwelling Units. It shall be unlawful to rent, lease, use, or operate a multifamily dwelling unit as a vacation home rental.

E. Agency and Property Management.

1. An owner may retain an agent, local representative or local contact person to comply with the requirements of this article, including, without limitation, the filing of an application for a vacation home rental permit, the management of the vacation home rental and the compliance with the conditions of the permit. The owner of the vacation home rental is responsible for compliance with the provisions of this article and the failure of an agent, representative, or local contact person to comply with this article shall not relieve the owner of their obligations as set forth in this article.

2. In areas outside the Tourist Core Area Plan, owners are required to designate and maintain a property manager at all times.

F. Cap. The total number of vacation home rental permits issued to dwelling units outside of the Tourist Core Area Plan shall not exceed 900.

G. Transient occupancy tax shall be assessed for vacation home rentals.

H. Permits and Fees Not Exclusive. Permits and fees required by this article shall be in addition to any license, permit or fee required under any provision of the city code. The issuance of any permit pursuant to this article shall not relieve the owner of the vacation home rental from their obligation to comply with all other provisions of the city code pertaining to use and occupancy of the vacation home rental.

3.50.390 Vacation home rental application procedures.

A. Initial Applications.

1. All persons or entities interested in operating a vacation home rental may submit a vacation home rental application along with the application fee in an amount set forth in the city's master fee schedule. For applications in areas where vacation home rentals were previously prohibited under Measure T, the City Council may, by resolution, set an initial application period for applicants whose vacation home rental permit at the same property that is in good standing and was not renewed in 2021 because of Measure T, and for applicants whose qualified vacation home rental permit at the same property is in good standing and became void in April 2025 because of the court's judgment in the Measure T lawsuit. Applications in such areas that are submitted by applicants not qualifying for the initial application period will not be accepted until the initial application period has expired.

2. It shall be the applicant's responsibility to provide all information and materials required to comply with the vacation home rental application submittal requirements.

3. The filing date of the vacation home rental application shall be the date when the city manager officially receives the last submission of information or materials required by subsection (B) of this section and the application is deemed complete. If the city manager determines an application submittal is incomplete, a vacation home rental applicant shall be notified of such incompleteness within 30 calendar days of receipt of the vacation home rental application by the city manager. If the city manager does not receive a complete application within 30 calendar days of providing notice of incompleteness, the city manager shall no longer consider that application and instead, they shall continue to review applications on the VHR waitlist.

4. All vacation home rental applications which have been deemed complete by the city manager shall be placed on the vacation home rental waitlist in the order of the application's filing date. Vacation home rental applications shall only be reviewed by the city manager in the order of ranking as established by the vacation home rental waitlist.

5. Where vacation home rental permits are available subject to SLTCC 3.50.380(F), applications on the vacation home rental waitlist shall be considered by the city manager in the order of ranking as established by the vacation home rental waitlist. Once a vacation home rental permit becomes available and the application is deemed complete, the city manager shall make reasonable efforts to schedule an inspection of the vacation home rental within 14 days. Vacation home rental applicants shall have 45 days to make all changes and improvements to the vacation home rental which are required by the city pursuant to the inspection. If the vacation home rental applicant fails to make all changes and improvements to the vacation home rental within 45 days of the inspection, said applicant's vacation home rental application shall be placed on the bottom of the vacation home rental waitlist.

6. The city manager shall continue to review applications and inspect vacation home rental properties until all applications on the vacation home rental waitlist have been reviewed or until the city can issue no further vacation home rental permits based on SLTCC 3.50.380(F). The city shall issue no more than 150 vacation home rental permits per month.

7. Inspections.

(a) The city manager shall inspect all dwelling units for compliance with this article prior to issuing a vacation home rental permit for said dwelling unit.

(b) Vacation home rental permit applicants may be required to make improvements or changes to the proposed vacation home rental property in order to ensure that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property and that no health and safety violations which threaten the well-being of guests, neighbors or the community are present at the vacation home rental property, including compliance with defensible space requirements of California Public Resources Code section 4291, as may be amended.

(c) Notwithstanding subsections (A)(7)(a) and (b) of this section, inspections shall not be required for vacation home rental renewal applications.

(d) Notwithstanding subsections (A)(7)(a) and (b) of this section, inspections shall not be required for vacation home rentals located in the Tourist Core Area Plan.

B. Vacation Home Rental Application and Renewal Application Filing Requirements.

1. Vacation home rental applications and renewal applications shall be submitted on forms provided by the city manager and shall include, but not be limited to, the following information:

(a) Owner(s) name(s).

(b) Property manager contact information, including local contact number with 24-hour, 7 days a week, availability for reporting violations. Any change in the property manager and local contact number shall be promptly furnished to the city manager.

(c) Square footage of home.

(d) Owner mailing address.

(e) Proposed vacation home rental address and assessor’s parcel number.

(f) Vacation home rental permit number, if existing vacation home rental.

(g) Number of bedrooms in vacation home rental.

(h) Number of paved parking spaces on the vacation home rental property.

(i) Identification of outdoor hot tub, if any.

(j) Most recent date of ownership change of proposed vacation home rental property, which must be more than two years prior to application date, along with a copy of the current deed to the proposed vacation home rental property.

(k) Permit number and expiration date of prior vacation home rental permit or qualified vacation home rental permit held by owner(s) at proposed vacation home rental property, if any.

2. Vacation home rental applications and renewal applications filed by agents, representatives, or authorized representatives of the owner of the vacation home rental property shall include a declaration that such application is being made with the consent of the vacation home rental owner.

3. Vacation home rental applications and renewal applications shall be accompanied by a declaration that any and all applicable covenants, conditions and restrictions are consistent with and would not prohibit issuance of a vacation home rental permit for the proposed property.

4. The vacation home rental application and renewal application shall be accompanied by an application fee in an amount set forth by separate resolution of the city council which amount is calculated to recover the city's full cost of reviewing, issuing and administering said permit.

5. If a renewal application is denied, and the applicant wishes to operate a vacation home rental, the applicant must initiate a vacation home rental application by filing an initial application and complying with the procedures of subsection (A) of this section.

3.50.400 Expiration and renewal of vacation home rental permits.

A. Vacation home rental permits shall expire one year after their issuance.

B. Vacation home rental permits must be renewed on an annual basis prior to expiration by filing with the city manager a renewal application and a renewal fee.

C. If a timely renewal application is filed, the vacation home rental permit shall not expire until the date that the city manager approves or denies the renewal application. If a timely renewal application is not filed, the vacation home rental permit shall expire and shall be considered null and void.

D. A renewal application shall be subject to all filing requirements set forth in SLTCC 3.50.390(B).

E. The city manager shall issue or deny a renewal application in accordance with the provisions of SLTCC 3.50.410(C).

3.50.410 Review, issuance and denial of vacation home rental permit applications.

A. Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.

B. Criteria for Issuance – Initial Application. The city manager shall issue a vacation home rental permit where they make all of the following findings:

1. The vacation home rental application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. Inspection of the vacation home rental property has shown that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property, that no health and safety violations which threaten the wellbeing of guests, neighbors or the community are present at the vacation home rental property, that the defensible space requirements of California Public Resources Code section 4291, as may be amended, are met, and that the applicable requirements of SLTCC section 3.50.440 are met including verifying the parking areas set forth on the application, the required interior and exterior signage, lighting, and that the required exterior noise and video monitoring devices are installed and operational.

3. Neither the vacation home rental property nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

4. The vacation home rental property contains sufficient paved parking spaces to accommodate the maximum number of occupants. All required parking shall be constructed on the vacation home rental property prior to operation as a vacation home rental.

5. The proposed vacation home rental will not exceed the cap of 900 vacation home rentals within the city.

a. Notwithstanding subsection (B)(5) of this section, vacation home rentals located in the Tourist Core Area Plan shall not be subject to the cap of 900 vacation home rentals within the city.

6. The ownership of the vacation home rental property has not transferred within the two years prior to the vacation home rental permit application date, except if the transferee was an owner of the vacation home rental property prior to the transfer.

a. Notwithstanding subsection (B)(6) of this section, vacation home rentals located in the Tourist Core Area Plan shall not be subject to this two-year waiting period for vacation home rental permit eligibility following a transfer of the vacation home rental property.

C. Criteria for Issuance – Renewal Application. The city manager shall issue a renewed vacation home rental permit where they make all of the following findings:

1. The renewal application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. There have not been three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period. For purposes of this subsection, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental permit has not lapsed, expired, been revoked, or suspended.

4. The vacation home rental is current on transient occupancy taxes and has paid all said taxes to the city in full by the date upon which said taxes became due.

5. The vacation home rental permit has not been transferred to another person, entity, or property.

D. Criteria for Denial. Vacation home rental permits shall not be issued or renewed where the city manager confirms that one or more of the criteria for issuance set forth in subsections (B) and (C) of this section have not been met. If the city manager denies the vacation home rental application or renewal application, they shall specify in writing the reasons for the denial and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to SLTCC 3.50.430.

3.50.420 Revocation of vacation home rental permit.

A. A vacation home rental permit issued under the terms of this article shall be revoked by the city manager at any time if they conclude any of the following:

1. The vacation home rental is not current on transient occupancy taxes and has not paid all said taxes to the city in full by the date upon which said taxes became due.

2. There have been three or more upheld citations for violations of the city code which citations were issued during three separate events and/or calls for service for violations of the city code at

the vacation home rental within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental applicant has submitted a vacation home rental application containing a material misrepresentation or omission of a material fact.

4. There has been a transfer or an attempt to transfer a vacation home rental permit to another person, entity or property.

B. A vacation home rental permit suspended or revoked pursuant to this section shall be deemed to be expired and shall no longer authorize the operation of a vacation home rental.

3.50.430 Appeal from city manager's determination.

An applicant or any interested party who disagrees with the city manager's decision to issue, deny, revoke, or suspend a vacation home rental permit may appeal that decision to the planning commission in accordance with the appeal provisions of Chapter 2.35 SLTCC. The planning commission's decision shall be final and is not subject to further administrative appeals.

3.50.440 Conditions of operation.

All vacation home rental properties shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements, irrespective of whether they are being used as a vacation home rental at a given time. In areas outside the Tourist Core Area Plan, the owner shall designate and maintain a property manager to ensure compliance with the conditions set forth in this section. Violation of any of the below conditions of operation shall subject the owner to citation in accordance with SLTCC 3.50.450. Additionally, violation of conditions of operation set forth in subsections (A), (C), (H), (K), (L), (O), (R), and (Q) of this section shall subject any occupant found violating such condition to citation in accordance with SLTCC 3.50.450.

A. Maximum Occupancy.

1. Occupancy of the vacation home rental shall be limited by (1) the number of paved parking spaces on the vacation home rental property as shown in Table 1 of this subsection, and (2) the number of bedrooms in the property as shown in Table 2(a) and 2(b) of this subsection, whichever is lesser. For purposes of this subsection, occupancy shall be calculated by the number of persons present at the vacation home rental property at any given time.

Table 1. Number of Paved Parking Spaces Establishing Maximum Occupancy

Number of Parking Spaces	Maximum Occupancy
1	4
2	8
3	12
4	16
5	20

Table 2(a). Number of Bedrooms Establishing Maximum Occupancy (Within Tourist Core Area Plan)

Number of Bedrooms	Maximum Occupancy
Studio	4
1	6
2	8
3	10
4	12
5	14

Table 2(b). Number of Bedrooms Establishing Maximum Occupancy (Outside Tourist Core Area Plan)

Number of Bedrooms	Maximum Occupancy
Studio	4
1	4
2	6
3	8
4	10
5	12

Within the Tourist Core Area Plan, the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental with more than one bedroom shall be calculated by multiplying the number of bedrooms by two and adding four. Outside the Tourist Core Area Plan, the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental shall be calculated by multiplying the number of bedrooms by two and adding two.

The voluntary reduction of occupancy in order to reduce fees is not permitted.

The requirements of this subsection limiting maximum occupancy based on number of parking spaces shall not apply to any vacation home rental that is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations regarding parking for occupants of vacation home rentals within such common interest development.

B. Each parking space required for a vacation home rental permit shall remain available for vacation home rental occupants. Each parking space shall be no less than nine feet wide and 19 feet long.

C. Commercial Activity Prohibited. Vacation home rentals shall not be used for commercial activities, including, but not limited to, weddings, receptions and large parties. All occupants of the vacation home rental shall be notified of the prohibition against commercial activities prior to the reservation, rental, or lease of a vacation home rental.

D. The owner of the vacation home rental shall be responsible for compliance with all provisions of the South Lake Tahoe City Code.

E. The owner of the vacation home rental shall post a copy of the permit and a copy of the conditions set forth in this section in a conspicuous place within the vacation home rental property.

F. All marketing and advertising of the vacation home rental shall include the vacation home rental permit number issued by the city.

G. The owner shall agree to and authorize the city to enter the vacation home rental for the purpose of inspections when the city has received complaints of substandard housing conditions and/or has been made aware of substandard housing conditions.

H. Use of all outdoor spas or hot tubs shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m.

I. Interior Signage. Vacation home rentals shall have a clearly visible and legible notice posted on or directly adjacent to the inside of the front door, containing the following information:

1. The name of the property manager and a telephone number enabled for text messaging at which that person may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The parking rules for seasonal snow removal;

5. The trash pickup day and notification that solid waste and recyclables shall not be left or stored on the exterior of the property except in a bear box or animal-resistant bin or container approved by the city or its franchisee under SLTCC chapter 4.150;

6. Notification that an occupant may be cited and fined for creating a disturbance or for violating any provision(s) of this article; and

7. Notification that failure to conform to the parking and occupancy limits of the vacation home rental is a violation of this article.

J. Exterior Signage. Vacation home rentals shall have a clearly visible and legible exterior sign, posted in a location which is visible from the adjacent right-of-way, containing the following information:

1. The name of the property manager and owner of the vacation home rental, and a telephone number at which the property manager may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The telephone number of the police department vacation home rental hotline, and the police department's email address;

5. This section of the South Lake Tahoe City Code.

K. Parking. Occupants of vacation home rentals shall not park on areas of the vacation home rental property not designated as parking spaces or on any other private property without permission.

L. Noise. In addition to all noise standards set forth in the city code and TRPA Code, the use of any equipment generating noise and the use of outdoor amplified music, speakers or other amplified equipment is prohibited between the hours of 10:00 p.m. and 8:00 a.m.

M. Emergency lighting (which may consist of plug-in or permanently installed systems) shall be installed, maintained and functional within the home at all times.

N. Any lights used to illuminate a vacation home rental property shall be designed so as to not spray onto adjoining properties and adjacent rights-of-way.

O. Parking of commercial vehicle(s) on vacation home rental property, except temporarily for durations of less than four hours, shall be prohibited.

P. Records of every night for which the vacation home rental is rented, including the name and contact information of the tenant who has arranged to rent the vacation home rental, the rental rate, the number of occupants per night, and the number of vehicles, shall be maintained for a minimum period of three years before such records are discarded or destroyed. Such records shall be made available to the city within 15 business days upon written request from the city.

Q. Camping and sleeping in tents, travel trailers, campers or recreational vehicles shall not be permitted on the vacation home rental property.

R. Trash.

1. Owners are responsible for compliance with all requirements for sorting, disposal, storage, and collection of solid waste, recyclables, and yard trimmings in SLTCC chapter 4.150. Solid waste and recyclables shall not be left or stored on the exterior of the property except in a container(s) within a bear box or in an animal-resistant cart or container approved by the city or its franchisee under SLTCC chapter 4.150. Owners are required to acquire and use an animal-resistant recycling cart within 30 days of receiving notice from the city or its franchisee that such recycling carts are available.

2. If a bear box is installed on the vacation home rental property, then all solid waste shall be stored in said bear box until collection. All bear boxes shall remain functional and maintained so as to ensure that wildlife cannot access trash. The requirements of this subsection shall not apply to any person whose vacation home rental is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations requiring and enforcing the regular disposal of trash within such common interest development.

3. For vacation home rental properties with a bear box installed, Table 1 of this subsection establishes the number of trash cans within bear boxes required.

Table 1. Minimum Number of Trash Cans within Bear Box

Size of Home	Number of Trash Cans
Less than 2,500 square feet	2
2,500 – 3,500 square feet	3
Greater than 3,500 square feet	4

4. Vacation home rental owners and property managers shall arrange for the necessary level of trash pick-up, drop-off, or other trash removal from the property so as to ensure that no trash is left on the street, exterior of the dwelling unit, or the right-of-way.

S. Owner or authorized agent shall include the vacation home rental permit number on all contracts, rental agreements, and in any advertising or websites depicting the vacation home rental.

T. Transient Occupancy Tax. The owner of the vacation home rental shall remit all transient occupancy tax payments and comply with Article II of this chapter.

U. For properties outside the Tourist Core Area Plan, the property manager shall meet the occupants in person to check them in at the beginning of each vacation home rental to, at a minimum:

1. Verify the identities of all responsible party(ies) entering into a vacation home rental contract;

2. Sign the good neighbor contract certifying that the property manager has reviewed the conditions of operation of this section with the responsible party(ies) and require the responsible party(ies) to sign the good neighbor contract, which shall be maintained for three years and made available to the city upon written request within 15 business days.

V. For properties outside the Tourist Core Area Plan, the owner shall install outdoor noise and video monitoring devices to immediately alert the property manager 24 hours a day, seven days a week, of potential violations of the conditions of operation of this section 3.50.440, including those conditions of operation related to noise, trash, and parking. The purpose of this requirement is to provide property managers with access to real-time information to allow them to prevent nuisances before neighbors are disturbed and to prevent violations of the conditions of operation.

W. For properties outside the Tourist Core Area Plan, the property manager shall provide and maintain a local contact number with 24-hour, 7 days a week, availability for receiving reports of violations from the city and neighbors, and the property manager shall be available to respond in person within 60 minutes to such complaints, 24 hours a day, 7 days a week.

3.50.450 Enforcement.

A. Any use or condition caused or permitted to exist in violation of any provision of this article shall be and hereby is declared a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure Section 731 or any other remedy available to the city.

B. Any use or condition caused or permitted to exist in violation of any provision of this article shall be subject to citation in an amount set forth by separate resolution of the city council.

C. The city may issue a citation based wholly or in part on photographic, video, or audio recorded evidence provided by a third party upon submission of a signed affidavit from the person who took the photograph or made the recording authenticating the evidence, if a preponderance of the evidence shows that a violation occurred.

3.50.460 No property rights conferred.
Vacation home rental permits shall not be construed as providing property rights or vested interests and entitlements in continued operation of a vacation home rental. Vacation home rental permits are revocable licenses which expire annually. Vacation home rental permits shall not run with the land.

SECTION 2. Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

Table 2.35.070: Appealable Actions and Matters

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Tax Determinations	3.20.060 3.20.110	Tax Collector	City Council
Emergency Communication System Access Fee	3.30.170	Finance Director	City Manager
Business and Professions Tax and License	3.35.170 3.35.260	None	City Council
Business Classification	3.35.310	Tax Collector	City Council
Revocation of Business Permit by the Chief of Police for Violation of California Health and Safety Section 11364.5	3.35.420	None	City Manager
Transient Lodging Tax Redetermination	3.50.130	Finance Director	City Manager
Transient Lodging: Occupancy and Permits	3.50.040	Planning Commission	City Council
Vacation Home Rental Permit	3.50.430	None	Planning Commission
Animal Control Fees	4.05.080	None	City Council
Massage	4.15.040	None	City Council
Bingo Permit	4.20.060	None	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Mobile Vending Permit	4.35.080	None	City Council
Alcohol Use Permit	4.70.130	None	City Council
Escort Permit Grant, Denial, Suspension or Revocation	4.70.200	City Manager	City Council
Private Patrol Permit	4.140.090	None	City Council
False Alarm Permit	4.145.070	None	City Manager
Refuse and Garbage	4.150.025	None	City Council
Taxicab Suspension or Revocation of Permit	4.155.110	None	City Manager
Cannabis Public Safety License	4.180.050	None	City Council
Hazardous Vegetation and Defensible Space	5.30.100	None	Hearing Officer
Land Use Development Standards	6.10.090 6.10.250	See 6.10.090 Table 1	See 6.10.090 Table 1
Housing: Unit Determination	6.25.080	None	City Council
Multi-Family Dwelling Inspection and Maintenance Program	6.30.170	None	Building Board of Appeals
Plan Line Setback: Building Permit	6.35.060	None	Planning Commission
Signs	6.40.270	Planning Commission	City Council
Trees	6.50.040 6.50.180	None	City Council
Condominium Conversion	6.55.210	Planning Commission	City Council
Use Permit and Variances	6.55.220 6.55.580 6.55.590	Planning Commission	City Council
Special Events and Temporary Use Permit	6.55.230	Planning Commission	City Council
Hosted Rental Permit	6.55.295	None	Planning Commission
Cannabis use permit	6.55.770	None	City Council
Floodplain Management	6.65.160	None	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Mobile Vending Location	6.70.060	Planning Commission	City Council
Wireless Facility Permits	6.75.040 6.75.080	Planning Commission	City Council
Urban Runoff and Storm Water Quality Violations	7.15.180	Public Works Director	City Council
Grading, Erosion, and Sediment Control Decisions	7.20.260	None	Public Works Director

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and under CEQA Guidelines section 15308 because it is amending a regulatory process to protect the environment.

SECTION 5. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 6. This Ordinance shall become effective 30 days following its adoption.

Adopted by the City of South Lake Tahoe City Council on May 20, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Tamara Wallace, 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.

3.50.370 Definitions.

~~"Agent" shall mean a person engaged or appointed by an owner to represent and act on behalf of an owner (as defined in these definitions) and to act as an operator, manager and/or local contact person of a dwelling used or to be used as a short-term rental unit or short-term rental property and designated as such by the owner.~~

"Bear box" shall ~~mean a locked container affixed to the ground which is utilized for the storage of trash and is designed to prevent access to its contents by wildlife~~have the same meaning as set forth in SLTCC section 4.150.010.

"City manager" shall mean the city manager as set forth in SLTCC chapter 2.10, or their designee.

"Condominium" shall mean a dwelling unit in a residential development that is under a legal arrangement specifying that the unit is individually owned but the common areas are owned, controlled, and maintained through an organization consisting of all individual owners.

~~"Director of development services" shall mean the city's director of development services or his/her designee. In the event the director of development services position is vacant or ceases to exist, "director of development services" shall mean the city manager or his/her designee.~~

"Dwelling unit" shall mean a building, or portion thereof, ~~designed exclusively for residential purposes~~that contains living facilities including provisions for sleeping, eating, cooking, and sanitation for the exclusive use of one or more people maintaining a household, ~~including single-family and multifamily dwellings, condominiums, and timeshares but~~ not including city-approved hotels, motels, bed and breakfasts, or timeshares ~~boardinghouses and lodging houses~~. ~~"Dwelling" shall also mean a dwelling unit on the same parcel as a legally established single-family dwelling that has its own complete independent living accommodations and facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. "Multifamily dwelling" shall mean a dwelling in which multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex.~~

"Good neighbor contract" shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC section 3.50.440 for which occupants are responsible for compliance and subject to citation for violating, to be signed during check-in by the property manager and the responsible party(ies) entering into a vacation home rental contract for each vacation home rental in areas outside the Tourist Core Area Plan.

"Multifamily dwelling unit" shall mean a dwelling unit that is attached, meaning that it shares at least one wall, floor, or ceiling with at least one other dwelling unit, except for dwelling units that are condominiums and are located in the Tourist Core Area Plan or in a commercially-zoned area (Tahoe Valley Area Plan, Sierra Tract-Commercial Plan Area Statement, and Bijou/Al Tahoe Community Plan Districts 1, 2, and 3), as such area plans or area plan statements may be amended.

"Occupant" shall mean any person who is on or in a ~~short-term rental~~ vacation home rental property ~~other than service providers or the owner~~, whether or not the person stays overnight.

~~"Operator" shall mean the owner or the designated agent of the owner who is responsible for compliance with this chapter.~~

"Owner" shall mean the person(s) or entity(ies) that hold legal or equitable title to a dwelling unit.

~~"Pending application" shall mean a complete application for a vacation home rental permit filed with the development services director that has not been approved or denied by the city prior to December 21, 2017.~~

"Property manager" shall mean the person designated by the owner to implement the requirements of SLTCC section 3.50.440 in areas outside the Tourist Core Area Plan. The owner or an agent designated by the owner may serve as the property manager.

"Renewal application" shall mean an application for a renewed vacation home rental permit which application may be submitted by the vacation home rental applicant.

"Rent" shall have that definition set forth in SLTCC 3.00.010.

"Vacation home rental" shall mean the rent or rental of an entire dwelling unit~~,~~ by the owner or ~~operator~~ agent to another person or group of persons for occupancy, dwelling, lodging, or sleeping purposes for a period of less than 30 consecutive calendar days. The rental of units within city-approved hotels, motels, time-shares, and bed and breakfasts shall not be considered to be vacation home rentals.

"Vacation home rental applicant" shall mean the person(s) or entity(ies) who apply for a vacation home rental permit by submitting and signing a vacation home rental application. A vacation home rental applicant may be an owner(s) of the dwelling unit, an agent(s), or another authorized representative(s) of an owner of the dwelling unit.

"Vacation home rental permit" shall mean a permit issued to the property owner and pursuant to the provisions of this chapter that allows the use of a dwelling unit as a short-term rental.

"Vacation home rental property" shall mean a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the county of El Dorado, upon which a vacation home rental(s) is (are) maintained. "Vacation home rental property" includes the premises upon which a vacation home rental is located, including parking areas, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, spas, tennis and paddleboard courts, and other similar and related improvements.

"Vacation home rental waitlist" shall mean when the number of permits issued by the city exceeds the cap, the ~~development services department~~city manager will accept applications to be placed on a list to be used when permits for issuance become available.

3.50.380 Vacation home rentals – General provisions.

A. Vacation Home Rentals Allowed. Subject to the provisions of this article, vacation home rentals shall be permitted within the city.

B. Vacation Home Rental Permit Required to Operate. It shall be unlawful for any person or entity to rent, maintain, facilitate, advertise or list a dwelling unit as a short term rental without a valid vacation home rental permit issued pursuant to this article.

C. Vacation Home Rental Permits Nontransferable.

1. Permit – Site Specific. It shall be unlawful for any person to give, grant or otherwise transfer a vacation home rental permit from one dwelling unit to another.

2. Transfer of Permits Prohibited. All permits issued by the city pursuant to this article shall be nontransferable to a different person or entity to whom said permit was issued.

(a) Notwithstanding subsection (C)(2) of this section, a permit may be transferred from one owner of a vacation home rental to another owner of the vacation home rental as long as the transferee was an owner of the vacation home rental at the time the vacation home rental application was submitted to the city.

3. Upon any change of ownership of a vacation home rental property, an initial vacation home rental application shall be submitted pursuant to SLTCC 3.50.390(A).

D. Multifamily Dwelling Units~~s~~.

~~1.~~ It shall be unlawful to rent, lease, use, or operate a multifamily dwelling unit as a vacation home rental.

~~2. Notwithstanding subsection (D)(1) of this section, owners of multifamily dwelling units with a valid vacation home rental permit on September 1, 2016, may continue to apply for a renewed vacation home rental permit for said multifamily dwelling and will be issued or denied a renewal permit based on the criteria of SLTCC 3.50.410.~~

E. Agency and Property Management.

1. An owner may retain an agent, local representative or local contact person to comply with the requirements of this article, including, without limitation, the filing of an application for a vacation home rental permit, the management of the vacation home rental and the compliance with the conditions of the permit. The owner of the vacation home rental is responsible for compliance with the provisions of this article and the failure of an agent, representative, or local contact person to comply with this article shall not relieve the owner of ~~his/her~~their obligations as set forth in this article.

2. In areas outside the Tourist Core Area Plan, owners are required to designate and maintain a property manager at all times.

F. Cap. The total number of vacation home rental permits issued to dwelling~~s~~ units outside of the T~~t~~ourist ~~core~~ Core ~~area~~ Area ~~plan~~ Plan shall not exceed ~~1,400~~900.

G. ~~Taxes.~~

~~1. Business and professions taxes, as set forth in Chapter 3.35 SLTCC, shall be assessed for vacation home rentals.~~

~~2.~~ Transient occupancy tax shall be assessed for vacation home rentals.

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H. Permits and Fees Not Exclusive. Permits and fees required by this article shall be in addition to any license, permit or fee required under any provision of the city code. The issuance of any permit pursuant to this article shall not relieve the owner ~~or operator~~ of the vacation home rental from ~~his/her~~their obligation to comply with all other provisions of the city code pertaining to use and occupancy of the vacation home rental.

~~I. Pending Applications. Pending applications shall be reviewed under the provisions of this article. Applicants of pending applications shall have no right, entitlement, or expectation of issuance of a vacation home rental permit.~~

3.50.390 Vacation home rental application procedures.

A. Initial Applications.

1. All persons or entities interested in operating a vacation home rental may submit a vacation home rental application along with the application fee in an amount set forth in the city's master fee schedule. For applications in areas where vacation home rentals were previously prohibited under Measure T, the City Council may, by resolution, set an initial application period for applicants whose vacation home rental permit at the same property that is in good standing and was not renewed in 2021 because of Measure T, and for applicants whose qualified vacation home rental permit at the same property is in good standing and became void in April 2025 because of the court's judgment in the Measure T lawsuit. Applications in such areas that are submitted by applicants not qualifying for the initial application period will not be accepted until the initial application period has expired.

2. It shall be the applicant's responsibility to provide all information and materials required to comply with the vacation home rental application submittal requirements.

3. The filing date of the vacation home rental application shall be the date when the ~~director of development services~~city manager officially receives the last submission of information or materials required by subsection (B) of this section and the application is deemed complete. If the ~~director of development services~~city manager determines an application submittal is incomplete, a vacation home rental applicant shall be notified of such incompleteness within 30 calendar days of receipt of the vacation home rental application by the ~~development services department~~city manager. If the ~~director of development services~~city manager does not receive a complete application within ~~the additional~~ 30 calendar days of providing notice of incompleteness, ~~he/she~~the city manager shall no longer consider that application and instead, ~~he/she~~they shall continue to review applications on the VHR waitlist.

4. All vacation home rental applications which have been deemed complete by the ~~director of development services~~city manager shall be placed on the ~~South Lake Tahoe~~ vacation home rental waitlist ~~("VHR waitlist")~~ in the order of the application's filing date. Vacation home rental applications shall only be reviewed by the ~~development services director~~city manager in the order of ranking as established by the ~~VHR~~ vacation home rental waitlist.

5. Where vacation home rental permits are available subject to SLTCC 3.50.380(F), applications on the ~~VHR~~ vacation home rental waitlist shall be considered ~~on a quarterly~~

~~basis~~ by the ~~director of development services~~city manager in the order of ranking as established by the ~~VHR~~ vacation home rental waitlist. Once a vacation home rental permit becomes available and the application is deemed complete, the ~~director of development services~~city manager shall make reasonable efforts to schedule ~~conduct~~ an inspection of the vacation home rental within 14 days. Vacation home rental applicants shall have 45 days to make all changes and improvements to the vacation home rental which are required by the city pursuant to the inspection. If the vacation home rental applicant fails to make all changes and improvements to the vacation home rental within 45 days of the inspection, said applicant's vacation home rental application shall be placed on the bottom of the ~~VHR~~ vacation home rental waitlist.

6. The ~~director of development services~~city manager shall continue to review applications and inspect vacation home rental properties until all applications on the ~~VHR~~ vacation home rental waitlist have been reviewed or until the city can issue no further vacation home rental permits based on SLTCC 3.50.380(F). The city shall issue no more than 150 vacation home rental permits per month.

7. Inspections.

(a) The ~~director of development services~~city manager shall inspect all dwelling units for compliance with this article prior to issuing a vacation home rental permit for said dwelling unit.

(b) Vacation home rental permit applicants may be required to make improvements or changes to the proposed vacation home rental property in order to ensure that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property and that no health and safety violations which threaten the well-being of guests, neighbors or the community are present at the vacation home rental property, including compliance with defensible space requirements of California Public Resources Code section 4291, as may be amended.

(c) Notwithstanding subsections (A)(7)(a) and (b) of this section, inspections shall not be required for ~~VHR~~ vacation home rental renewal applications.

(d) Notwithstanding subsections (A)(7)(a) and (b) of this section, inspections shall not be required for vacation home rentals located in the T~~t~~ourist C~~c~~ore A~~a~~rea P~~p~~lan.

~~(e) Notwithstanding subsections (A)(7)(a) and (b) of this section, inspections shall not be required for timeshares.~~

B. Vacation Home Rental Application and Renewal Application Filing Requirements.

1. Vacation home rental applications and renewal applications shall be submitted on forms provided by the city manager and shall include, but not be limited to, the following information:

(a) Owner(s) name(s).

(b) ~~Local contact information, management agency contact information or authorized representative~~Property manager contact information, including local contact number with 24-hour, 7 days a week, availability for reporting violations. Any change in the property manager and local contact number shall be promptly furnished to the city manager.

(c) Square footage of home.

(d) Owner mailing address.

(e) Proposed vacation home rental address and assessor's parcel number.

(f) Vacation home rental permit number, if existing vacation home rental.

(g) ~~Maximum occupancy of~~ Number of bedrooms in vacation home rental.

(h) Number of paved parking spaces on the vacation home rental property.

(i) Identification of outdoor hot tub, if any.

~~(j) Local contact number with 24-hour availability for reporting violations.~~

(j) Most recent date of ownership change of proposed vacation home rental property, which must be more than two years prior to application date, along with a copy of the current deed to the proposed vacation home rental property.

(k) Permit number and expiration date of prior vacation home rental permit or qualified vacation home rental permit held by owner(s) at proposed vacation home rental property, if any.

2. Vacation home rental applications and renewal applications filed by agents, representatives, or authorized representatives of the owner of the vacation home rental property shall include a declaration that such application is being made with the consent of the vacation home rental owner.

3. Vacation home rental applications and renewal applications shall be accompanied by a declaration that any and all applicable covenants, conditions and restrictions are consistent with and would not prohibit issuance of a vacation home rental permit for the proposed property.

4. The vacation home rental application and renewal application shall be accompanied by an application fee in an amount set forth by separate resolution of the city council which amount is calculated to recover the city's full cost of reviewing, issuing and administering said permit.

5. If a renewal application is denied, and the applicant wishes to operate a vacation home rental, ~~he/she~~the applicant must initiate a vacation home rental application by filing an initial application and complying with the procedures of subsection (A) of this section.

3.50.400 Expiration and renewal of vacation home rental permits.

A. Vacation home rental permits shall expire one year after their issuance.

B. Vacation home rental permits must be renewed on an annual basis prior to expiration by filing with the ~~director of development services~~city manager a renewal application and a renewal fee.

C. If a timely renewal application is filed, the vacation home rental permit shall not expire until the date that the ~~director of development services~~city manager approves or denies the renewal application. If a timely renewal application is not filed, the vacation home rental permit shall expire and shall be considered null and void.

D. A renewal application shall be subject to all filing requirements set forth in SLTCC 3.50.390(B).

E. The ~~director of development services~~city manager shall issue or deny a renewal application in accordance with the provisions of SLTCC 3.50.410(C).

3.50.410 Review, issuance and denial of vacation home rental permit applications.

A. Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.

B. Criteria for Issuance – Initial Application. The ~~director of development services~~city manager shall issue a vacation home rental permit where ~~he/she~~they make~~s~~ all of the following findings:

1. The vacation home rental application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. Inspection of the vacation home rental property has shown that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property, ~~and~~ that no health and safety violations which threaten the wellbeing of guests, neighbors or the community are present at the vacation home rental property, that the defensible space requirements of California Public Resources Code section 4291, as may be amended, are met, and that the applicable requirements of SLTCC section 3.50.440 are met including verifying the parking areas set forth on the application, the required interior and exterior signage, lighting, and that the required exterior noise and video monitoring devices are installed and operational.

3. Neither the vacation home rental property nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

4. The vacation home rental property contains sufficient paved parking spaces to accommodate the maximum number of occupants. All required parking shall be constructed on the vacation home rental property prior to operation as a vacation home rental.

5. The proposed vacation home rental will not exceed the cap of ~~1,400~~900 vacation home rentals within the city.

a. Notwithstanding subsection (B)(5) of this section, vacation home rentals located in the Tourist Core Area Plan shall not be subject to the cap of ~~1,400~~900 vacation home rentals within the city.

6. The ownership of the vacation home rental property has not transferred within the two years prior to the vacation home rental permit application date, except if the transferee was an owner of the vacation home rental property prior to the transfer.

a. Notwithstanding subsection (B)(6) of this section, vacation home rentals located in the Tourist Core Area Plan shall not be subject to this two-year waiting period for vacation home rental permit eligibility following a transfer of the vacation home rental property.

C. Criteria for Issuance – Renewal Application. The ~~director of development services~~city manager shall issue a renewed vacation home rental permit where ~~he/she~~they make~~s~~ all of the following findings:

1. The renewal application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. There have not been three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period. For purposes of this subsection, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental permit has not lapsed, expired, been revoked, or suspended.

4. The vacation home rental is current on transient occupancy taxes and has paid all said taxes to the city in full by the date upon which said taxes became due.

5. The vacation home rental permit has not been transferred to another person, entity, or property.

D. Criteria for Denial. Vacation home rental permits shall not be issued or renewed where the ~~director of development services~~city manager confirms that one or more of the criteria for issuance set forth in subsections (B) and (C) of this section have not been met. If the ~~director of development services~~city manager denies the vacation home rental application or renewal application, ~~he or she~~they shall specify in writing the reasons for the denial and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to SLTCC 3.50.430.

3.50.420 Revocation of vacation home rental permit.

A. A vacation home rental permit issued under the terms of this article shall be revoked by the ~~director of development services~~city manager at any time if ~~he or she~~they conclude~~s~~ any of the following:

1. The vacation home rental is not current on transient occupancy taxes and has not paid all said taxes to the city in full by the date upon which said taxes became due.

2. There have been three or more upheld citations for violations of the city code which citations were issued during three separate events and/or calls for service for violations of the

city code at the vacation home ~~service~~ rental within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental applicant has submitted a vacation home rental application containing a material misrepresentation or omission of a material fact.

4. There has been a transfer or an attempt to transfer a vacation home rental permit to another person, entity or property.

B. A vacation home rental permit suspended or revoked pursuant to this section shall be deemed to be expired and shall no longer authorize the operation of a vacation home rental.

3.50.430 Appeal from ~~director of development services~~city manager's determination.
An applicant or any interested party who disagrees with the ~~director of development services~~city manager's decision to issue, deny, revoke, or suspend a vacation home rental permit may appeal that decision to the planning commission in accordance with the appeal provisions of Chapter 2.35 SLTCC. The planning commission's decision shall be final and is not subject to further administrative appeals.

3.50.440 Conditions of operation.
All vacation home rental~~s~~ properties shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements, irrespective of whether they are being used as a vacation home rental at a given time. In areas outside the Tourist Core Area Plan, the owner shall designate and maintain a property manager to ensure compliance with the conditions set forth in this section. Violation of any of the below conditions of operation~~s~~ shall subject the owner to citation in accordance with SLTCC 3.50.450. ~~Violation~~ Additionally, violation of conditions of operation set forth in subsections (A), (C), (H), (K), (L), (O), (R), and (Q) of this section shall subject any occupant found violating such condition to citation in accordance with SLTCC 3.50.450.

A. Maximum Occupancy.

1. Occupancy of the vacation home rental shall be limited by (1) the number of paved parking spaces on the vacation home rental property as shown in Table 1 of this subsection, and (2) the number of bedrooms in the property as shown in Table 2(a) and 2(b) of this subsection, whichever is lesser. For purposes of this subsection, occupancy shall be calculated by the number of persons present at the vacation home rental property at any given time.

Table 1. Number of Paved Parking Spaces Establishing Maximum Occupancy

Number of Parking Spaces	Maximum Occupancy
1	4
2	8

Number of Parking Spaces	Maximum Occupancy
3	12
4	16
5	20

Table 2(a). Number of Bedrooms Establishing Maximum Occupancy (Within Tourist Core Area Plan)

Number of Bedrooms	Maximum Occupancy
Studio	4
1	6
2	8
3	10
4	12
5	14

Table 2(b). Number of Bedrooms Establishing Maximum Occupancy (Outside Tourist Core Area Plan)

Number of Bedrooms	Maximum Occupancy
Studio	4
1	4
2	6
3	8
4	10
5	12

~~Where~~ Within the Tourist Core Area Plan, the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental with more than one bedroom shall be calculated by multiplying the number of bedrooms by two and adding four. Outside the Tourist Core Area Plan, the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental shall be calculated by multiplying the number of bedrooms by two and adding two.

The voluntary reduction of occupancy in order to reduce fees is not permitted.

The requirements of this subsection limiting maximum occupancy based on number of parking spaces shall not apply to any vacation home rental that is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations regarding parking for occupants of vacation home rentals within such common interest development.

B. Each parking space required for a vacation home rental permit shall remain available for vacation home rental occupants. Each parking space shall be no less than nine feet wide and 19 feet long.

C. Commercial Activity Prohibited. Vacation home rentals shall not be used for commercial activities, including, but not limited to, weddings, receptions and large parties. All occupants of the vacation home rental shall be notified of the prohibition against commercial activities prior to the reservation, rental, or lease of a vacation home rental.

D. The owner of the vacation home rental shall be responsible for compliance with all provisions of the South Lake Tahoe City Code.

E. The owner of the vacation home rental shall post a copy of the permit and a copy of the conditions set forth in this section in a conspicuous place within the vacation home rental property.

F. All marketing and advertising of the vacation home rental shall include the vacation home rental permit number issued by the city.

G. The owner shall agree to and authorize the city to enter the vacation home rental for the purpose of inspections when the city has received complaints of substandard housing conditions and/or has been made aware of substandard housing conditions.

H. Use of all outdoor spas or hot tubs shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m.

I. Interior Signage. Vacation home rentals shall have a clearly visible and legible notice posted on or directly adjacent to the inside of the front door, containing the following information:

1. The name of the ~~managing agency, authorized representative,~~ property manager ~~, or local contact person,~~ and a telephone number enabled for text messaging at which that person may be reached on a 24-hour basis, seven days per week~~. Any change in this contact person's address or telephone number shall be promptly furnished to the city development services department~~;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The parking rules for seasonal snow removal;

5. The trash pickup day and notification that ~~trash~~ solid waste and ~~refuse~~ recyclables shall not be left or stored on the exterior of the property except in a bear box or animal-resistant bin or container approved by the city or its franchisee under SLTCC chapter 4.150;

6. Notification that an occupant may be cited and fined for creating a disturbance or for violating any provision(s) of this article; and

7. Notification that failure to conform to the parking and occupancy limits of the vacation home rental is a violation of this article.

J. Exterior Signage. Vacation home rentals shall have a clearly visible and legible exterior sign, posted in a location which is visible from the adjacent right-of-way, containing the following information:

1. The name of the ~~managing agency, authorized representative,~~ property manager~~, local contact person or~~and owner of the vacation home rental, and a telephone number at which ~~that party~~the property manager may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The telephone number of the police department vacation home rental hotline, and the police department's email address;

5. This section of the South Lake Tahoe City Code.

K. Parking. Occupants of vacation home rentals shall not park on areas of the vacation home rental property not designated as parking spaces or on any other private property without permission.

L. Noise. In addition to all noise standards set forth in the city code and TRPA Code, the use of any equipment generating noise and the use of outdoor amplified music, speakers or other amplified equipment is prohibited between the hours of 10:00 p.m. and 8:00 a.m.

M. Emergency lighting (which may consist of plug-in or permanently installed systems) shall be installed, maintained and functional within the home at all times.

N. Any lights used to illuminate a vacation home rental property shall be designed so as to not spray onto adjoining properties and adjacent rights-of-way.

O. Parking of commercial vehicle(s) on vacation home rental property, except temporarily for durations of less than four hours, shall be prohibited.

P. Records of every night for which the vacation home rental is rented, including the name and contact information of the ~~occupant~~ tenant who has arranged to rent the vacation home rental, the rental rate, the number of occupants per night, and the number of vehicles, shall be maintained for a minimum period of three years before such records are discarded or destroyed. Such

records shall be made available to the city within 15 business days upon written request from the city.

Q. Camping and sleeping in tents, travel trailers, campers or recreational vehicles shall not be permitted on the vacation home rental property.

R. Trash.

1. Owners are responsible for compliance with all requirements for sorting, disposal, storage, and collection of solid waste, recyclables, and yard trimmings in SLTCC chapter 4.150. Solid waste and recyclables shall not be left or stored on the exterior of the property except in a container(s) within a bear box or in an animal-resistant cart or container approved by the city or its franchisee under SLTCC chapter 4.150. Owners are required to acquire and use an animal-resistant recycling cart within 30 days of receiving notice from the city or its franchisee that such recycling carts are available.

2. ~~Bear~~ If a bear box~~es shall be~~is installed on the vacation home rental property, then ~~and~~ all ~~trash~~ solid waste shall be ~~disposed of~~stored in said bear box~~es~~ until collection. All bear boxes shall remain functional and maintained so as to ensure that wildlife cannot access trash. The requirements of this subsection shall not apply to any person whose vacation home rental is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations requiring and enforcing the regular disposal of trash within such common interest development.

~~1~~3. For vacation home rental properties with a bear box installed, Table 1 of this subsection establishes the number of trash cans within bear boxes required ~~of vacation home rental properties~~.

Table 1. Minimum Number of Trash Cans within Bear Box

Size of Home	Number of Trash Cans
Less than 2,500 square feet	2
2,500 – 3,500 square feet	3
Greater than 3,500 square feet	4

~~2~~4. Vacation home rental owners and ~~operators~~ property managers shall arrange for the necessary level of trash pick-up, drop-off, or other trash removal from the property so as to ensure that no trash is left on the street, exterior of the dwelling unit, or the right-of-way.

~~3. All required bear boxes shall be installed by July 31, 2018.~~

S. Owner or authorized agent shall include the vacation home rental permit number on all contracts, rental agreements, and in any advertising or websites depicting the vacation home rental.

T. Transient Occupancy Tax.

~~1.~~ The owner of the vacation home rental shall remit all transient occupancy tax payments and comply with Article II of this chapter.

U. For properties outside the Tourist Core Area Plan, the property manager shall meet the occupants in person to check them in at the beginning of each vacation home rental to, at a minimum:

1. Verify the identities of all responsible party(ies) entering into a vacation home rental contract;

2. Sign the good neighbor contract certifying that the property manager has reviewed the conditions of operation of this section with the responsible party(ies) and require the responsible party(ies) to sign the good neighbor contract, which shall be maintained for three years and made available to the city upon written request within 15 business days.

V. For properties outside the Tourist Core Area Plan, the owner shall install outdoor noise and video monitoring devices to immediately alert the property manager 24 hours a day, seven days a week, of potential violations of the conditions of operation of this section 3.50.440, including those conditions of operation related to noise, trash, and parking. The purpose of this requirement is to provide property managers with access to real-time information to allow them to prevent nuisances before neighbors are disturbed and to prevent violations of the conditions of operation.

W. For properties outside the Tourist Core Area Plan, the property manager shall provide and maintain a local contact number with 24-hour, 7 days a week, availability for receiving reports of violations from the city and neighbors, and the property manager shall be available to respond in person within 60 minutes to such complaints, 24 hours a day, 7 days a week.

3.50.450 Enforcement.

A. Any use or condition caused or permitted to exist in violation of any provision of this article shall be and hereby is declared a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure Section 731 or any other remedy available to the city.

B. Any use or condition caused or permitted to exist in violation of any provision of this article shall be subject to citation in an amount set forth by separate resolution of the city council.

C. The city may issue a citation based wholly or in part on photographic, video, or audio recorded evidence provided by a third party upon submission of a signed affidavit from the person who took the photograph or made the recording authenticating the evidence, if a preponderance of the evidence shows that a violation occurred.

~~C. Where an owner or agent of the vacation home rental reports a violation of any provision of this article which violation was caused or permitted to exist by the vacation home rental occupants, the city shall not issue a citation to said vacation home rental owner, and shall only issue a citation, where warranted, to the occupants.~~

3.50.460 No property rights conferred.

Vacation home rental permits shall not be construed as providing property rights or vested interests and entitlements in continued operation of a vacation home rental. Vacation home rental permits are revocable licenses which expire annually. Vacation home rental permits shall not run with the land.

2.35.070 Appeal hearings.

The hearing officer, board, commission or council of the city shall, upon timely receipt of a notice of appeal that complies with this chapter, schedule a hearing on the appeal. The hearing officer, board, commission or council shall either (1) make findings of fact at the appeal hearing, which findings of fact are based upon the evidence submitted and determine whether grounds exist for denial of the appeal; or (2) make findings of fact after the appeal hearing and in writing, notifying the appellant of the hearing officer, board, commission, or council's decision.

Table 2.35.070 sets forth the various appealable actions and matters as well as the officer, board, commission or council charged with the responsibility of hearing each appealable action and matter. Intermediary appeals shall be first made to the intermediary appeal officer or board. Appeals of decisions made by the intermediary appeal officer or board may be made to the final appeal officer or board. The decision of the final appeal officer or board shall be final and may not be appealed.

Table 2.35.070: Appealable Actions and Matters

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Tax Determinations	3.20.060 3.20.110	Tax Collector	City Council
Emergency Communication System Access Fee	3.30.170	Finance Director	City Manager
Business and Professions Tax and License	3.35.170 3.35.260	None	City Council
Business Classification	3.35.310	Tax Collector	City Council
Revocation of Business Permit by the Chief of Police for Violation of California Health and Safety Section 11364.5	3.35.420	None	City Manager
Transient Lodging Tax Redetermination	3.50.130	Finance Director	City Manager
Transient Lodging: Occupancy and Permits	3.50.040 ~~3.50.190~~	Planning Commission	City Council
Vacation Home Rental Permit	3.50.430	~~Planning Commission~~None	~~City Council~~Planning Commission
Animal Control Fees	4.05.080	None	City Council
Massage	4.15.040	None	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Bingo Permit	4.20.060	None	City Council
Mobile Vending Permit	4.35.080	None	City Council
Alcohol Use Permit	4.70.130	None	City Council
Escort Permit Grant, Denial, Suspension or Revocation	4.70.200	City Manager	City Council
Private Patrol Permit	4.140.090	None	City Council
False Alarm Permit	4.145.070	None	City Manager
Refuse and Garbage	4.150.025	None	City Council
Taxicab Suspension or Revocation of Permit	4.155.110	None	City ~~Council~~ Manager
Cannabis Public Safety License	4.180.050	None	City Council
Hazardous Vegetation and Defensible Space	5.30.100	None	Hearing Officer
Land Use Development Standards	6.10.090 6.10.250 ~~6.85.030(A)(2)(p)~~	~~Zoning Administrator or Planning Commission~~ See 6.10.090 Table 1	~~City Council~~ See 6.10.090 Table 1
Housing: Unit Determination	6.25.080	None	City Council
Multi-Family Dwelling Inspection and Maintenance Program	6.30.170	None	Building Board of Appeals
Plan Line Setback: Building Permit	6.35.060	None	Planning Commission
Signs	6.40.270	Planning Commission	City Council
Trees	6.50.040 6.50.180	None	City Council
Condominium Conversion	6.55.210	Planning Commission	City Council
Use Permit and Variances	6.55.220 6.55.580 6.55.590	Planning Commission	City Council
~~Temporary Activity~~Special Events and Temporary Use	6.55.230	Planning Commission	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Permit			
Hosted Rental Permit	6.55.295	None	Planning Commission
~~Marijuana~~ Cannabis use permit	6.55.770	None	City Council
Floodplain Management	6.65.160	None	City Council
Mobile Vending Location	6.70.060	Planning Commission	City Council
Wireless Facility Permits	6.75.040 6.75.080	Planning Commission	City Council
Urban Runoff and Storm Water Quality Violations	7.15.180	Public Works Director	City Council
Grading, Erosion, and Sediment Control Decisions	7.20.260	None	Public Works Director

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe City Council

May 6, 2025

An Urgency Ordinance Extending a Temporary Moratorium on the Issuance of Vacation Home Rental Permits in Areas Where Permits Were Prohibited by Measure T

FINDINGS

A. Pursuant to Article XI, Section 7 of the California Constitution, the City may make and enforce all regulations and ordinances using its police powers.

B. Measure T was a citizens initiative that passed in the election of November 6, 2018. Beginning after a phase-out period, Measure T prohibited Vacation Home Rentals ("VHRs") in certain areas of the City where they had previously been permitted, including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017.

C. Prior to Measure T, the City Council, staff, and community members had expressed concern about excessive noise, disorderly conduct, vandalism, overcrowding, traffic, congestion, illegal parking, and accumulation of trash and refuse at or around VHRs located outside the Tourist Core.

D. Prior to Measure T, the City expended resources in responding to numerous citizen complaints pertaining to VHRs, which required rapid response from police, fire, paramedic, and other City personnel.

E. Between 2015-2018, the City Council held more than 17 public meetings with dozens of hours of public comment at which the City Council deliberated regulations related to, nuisances created by, and the benefits and costs of VHRs within the City.

F. Soon after Measure T passed, an organization called South Lake Tahoe Property Owners Group filed a lawsuit challenging Measure T on various grounds, El Dorado County Superior Court Case No. SC20180243. In February 2021, Measure T was upheld in its entirety by the El Dorado County Superior Court, and Plaintiff filed an appeal. The court of appeal affirmed the superior court's judgment upholding Measure T, except that it remanded the case for the trial court to consider whether the "permanent resident" exception in the Qualified VHR provisions of Measure T violates the dormant Commerce Clause of the U.S. Constitution. At no time during the lawsuit was an injunction in place prohibiting the implementation of Measure T's prohibition on VHRs in certain areas of the City including residentially-zoned areas, multifamily

dwellings, and areas added to the Tourist Core after 2017, such that VHRs in these areas were phased out by the end of 2021 as required by Measure T.

G. On March 13, 2025, the El Dorado County Superior Court issued a ruling finding that the Qualified VHR provisions are unconstitutional because they impermissibly discriminate against interstate commerce, and that these provisions are not severable from the remainder of Measure T, requiring that Measure T be struck down in its entirety.

H. California Government Code section 65858(a) provides that for the purpose of protecting the public health, safety, and welfare, the City Council may adopt, as an urgency ordinance, an interim ordinance preventing any uses that may be in conflict with a land use measure proposal that the City Council is studying or intends to study in a reasonable time. Upon notice and a public hearing, the City Council may extend the interim ordinance for up to an additional 22 months and 15 days.

I. On April 1, 2025, the City Council unanimously adopted Ordinance No. 2025-1193, establishing a temporary, forty-five (45) day moratorium on the issuance of Vacation Home Rental permits for Vacation Home Rentals in areas where such permits were prohibited by Measure T. The moratorium is set to expire on May 16, 2025.

J. On April 15, 2025, the City was served with Notice of Entry of Judgment Against the City of South Lake Tahoe on Remand, which Judgment orders the City to “cease implementation and enforcement of Measure T.”

K. On April 22, 2025, the City Council received a staff report and passed a motion by a vote of 3-2 to make certain amendments to the pre-Measure T VHR regulations that were in place as of November 2018, which are scheduled to be considered for a first reading on May 6, 2025, and if City Council votes to hold a first reading at that time, then the second reading would occur on May 20, 2024, and the ordinance would become effective 30 days thereafter. Therefore, extension of the moratorium is warranted to allow time for the amendments to be made and become effective.

L. In the absence of this Ordinance extending the moratorium, upon the expiration of the moratorium established by Ordinance No. 2025-1193, the City would be required to immediately revert to implementation of the pre-Measure T VHR regulations that were in place as of November 2018, which are City Council Ordinance No. 1114 as amended by City Council Ordinance No. 1120, resulting in properties in residential areas, multi-family dwellings that had a VHR permit prior to September 1, 2016, and properties in areas added to the Tourist Core after 2017 immediately being eligible for VHR permits and resulting in up to 1,400 VHRs outside of the Tourist Core where there are very few currently, and are only in commercial and recreational zoned areas and not in residential areas.

M. The City Council recognizes that VHRs raise issues of public health and safety and warrant careful consideration and thorough study.

N. To avoid an imminent risk to the public health, safety, and welfare that would be caused by the immediate reversion to implementation of the 2018 VHR regulations, including issuing up to 1400 VHR permits outside the Tourist Core in a very short period of time, it is necessary for the City Council to study the potential impacts of implementing the 2018 VHR regulations and consider making amendments to those regulations prior to issuing VHR permits in areas where such permits were prohibited by Measure T and have not been in place for more than three years, and to extend the temporary moratorium on issuance of VHR permits in these areas, namely residentially-zoned areas, multifamily dwellings, and properties added to the Tourist Core after 2017, to allow time to make such amendments to mitigate nuisance issues that existed when VHRs were allowed in these areas prior to Measure T.

O. Absent the adoption of this Ordinance, the number and location of VHRs is certain to increase substantially and the number of citizen complaints, including complaints regarding nuisance issues such as noise, trash, litter, parking, and density concerns is likely to also increase thereby increasing nuisance conditions negatively affecting the well-being of the community by diminishing community character, peace, and quiet existence and placing an additional burden on City resources.

P. On April 25, 2025, notice of this public hearing was published in the Tahoe Daily Tribune pursuant to California Government Code sections 65090 and 65858.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Urgency. The recitals to this Ordinance are true and correct, constitute a substantive part of this Ordinance, and are incorporated herein by reference. Based on those facts, the City Council finds, determines, and declares that this Ordinance is necessary as an emergency measure for the immediate preservation of the public peace, health, and safety pursuant to, and as authorized by, California Government Code section 65858(a). Accordingly, this Ordinance shall become effective immediately upon adoption.

SECTION 2. Moratorium. For the reasons set forth in the recitals, it is necessary to extend the temporary, forty-five (45) day moratorium established by Ordinance No. 2025-1193 on the issuance of Vacation Home Rental permits for Vacation Home Rentals in areas where such permits were prohibited by Measure T, including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017, pending study and completion of possible amendments to Article V (Vacation Home Rentals) of Chapter 3.50 of Title 3 of the South Lake Tahoe City Code, through June 19, 2025.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. CEQA. The City Council finds that this Ordinance does not require review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15060(c)(2) (activity will not result in the direct or reasonably foreseeable indirect physical changes in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed ordinance maintains the status quo and prevents changes in the environment pending the completion of the potential amendments to the VHR provisions of the City Code. Because there is no possibility that this ordinance may have a significant adverse effect on the environment, the adoption of the ordinance is not a project requiring review under CEQA.

SECTION 5. Publication. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 6. Effective Date. This Ordinance is an Urgency Ordinance enacted under California Government Code section 65858, and is therefore immediately effective upon adoption by a four-fifths (4/5) vote of the City Council.

Adopted by the City of South Lake Tahoe City Council on May 6, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

Published:
Effective:

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

Column

INTERIM AD DRAFT

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: 3fS5A9IQwErY5YuBZNFc | **Proof Updated: Apr. 23, 2025 at 09:11am PDT**
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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.

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CITY OF SOUTH LAKE TAHOE CITY CLERK sblankenship@cityofslt.us (530) 542-6005	Tahoe Daily Tribune

Columns Wide:	2	**Ad Class:**	Legals
Total Column Inches:	19.18		
Number of Lines:	96		

04/25/2025: Other	262.66
Internet Flat Fee Charge	40.00
Affidavit flat charge	10.00

Subtotal	$312.66
Tax	$0.00
Processing Fee	$0.00
Total	**$312.66**

See Proof on Next Page

NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090, 65091, and 65854 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on May 6, 2025 at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

- **First Reading of Vacation Home Rental (VHR) Ordinance Amendment, City Code Article V of Chapter 3.50, and finding that the Ordinance Amendment is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance Amendments may have a significant effect on the environment and section 15308 because it is amending a regulatory process to protect the environment.**

  Summary: At its meeting on April 22, 2025, City Council requested amendments to the VHR Ordinance as applied outside the Tourist Core to lower the permit cap from 1400 to 900, limit permits issued to 150 per month, prohibit VHRs in all multi-family dwellings, reduce maximum occupancy to 2 persons per bedroom plus two additional persons, include a 2-year waiting period after sale of property before being eligible for a permit, require use of a local property manager, require a defensible space inspection prior to permit issuance, make owner responsible for all violations, have all permits issued by the Police Department, and make the Planning Commission's decision on permit revocations and denials final, and the proposed ordinance would make these changes. The City Council is asked to hold a first reading (by title only) and refer second reading and adoption to the meeting on May 20, 2025. The proposed ordinance does not amend or change any zoning designation within the city.

- **Adoption of Ordinance Extending Temporary Moratorium on Issuance of Vacation Home Rental (VHR) Permits in Areas Where Permits Were Prohibited by Measure T.**

On April 1, 2025, City Council unanimously adopted Ordinance No. 2025-1193 tp establish a temporary, 45-day moratorium on the issuance of VHR permits in areas where permits were prohibited by Measure T, including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017. Under California Government Code section 65858, City Council may extend the moratorium after notice and a public hearing with a four-fifths vote. Staff requests that the moratorium, which currently expires on May 16, be extended until June 20 to allow time for the ordinance amending the VHR regulations, scheduled for a first reading on May 6 and a second reading on May 20, to become effective. The extension is authorized under state law to protect the public health, safety, and welfare on uses that may be in conflict with the proposed VHR regulation amendments.

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City Council page of the City's website www.cityofslt.us or by contacting the City Clerk.

Susan Blankenship
Susan Blankenship

City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, Ca 96150
(530) 542-6005

Published: April 25, 2025

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:13

Agenda Item: 2025-2030 Strategic Plan Adoption

Executive Summary: The City Council will receive a presentation and overview from the City Manager on the 2025-2030 Strategic Plan, which is being presented to the City Council for adoption.

Requested Action / Suggested Motions: Pass a Motion adopting the 2025-2030 Strategic Plan.

Responsible Staff Member: Joseph D. Irvin, City Manager

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

Attachments:

01-Staff Report 2025 Strategic Plan
02- Final Draft Strategic Plan
03-Strategic Plan Timeline

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

Meeting Date: May 6, 2025

Title: 2025-2030 Strategic Plan

Adoption Location: Citywide

Responsible Staff Member: Joseph D. Irvin, City Manager

Background: The City has maintained a Strategic Plan, outlining a clear vision, mission, goals and specific action items, since original adoption in 2021 with an update occurring in 2023. Strategic planning helps ensure that the organization remains relevant and responsive to the needs of its stakeholders and contributes to the organization's stability and growth. It provides a basis for monitoring progress and assessing results and impacts, enabling an organization to look into the future in an orderly and systematic way. The City has seen great success in implementing both the 2021 and 2023 Strategic Plans. Progress is reported to City Council throughout the year and a public-facing dashboard of performance measures is also regularly updated.

The City remains committed to strategic planning and the value it brings to the organization to reach goals that are aligned with the priorities of the City's elected leaders. The City partnered with strategic planning consultants, Stratalysts, to facilitate the 2025 Strategic Plan update process. This year's strategic planning process included the following activities to develop an in-depth understanding of the current landscape of the City as an organization and desires of the community:

- Review of the National Community Survey and Business Walk survey results
- Review of current organizational and land use planning documents
- Interviews with all elected officials and department directors
- A City employee and elected official survey
- Employee discussion forums
- Key staff strategic planning retreat
- City Council strategic planning retreat
- City Department Director strategic planning retreat

All information from the previous activities was presented to the City Council for their one-day strategic planning retreat. Priorities identified during the City Council retreat were further refined during the Department Director retreat.

Issue and Discussion: The final 2025-2030 Strategic Plan is being presented to the City Council for adoption.

The Strategic Plan Priorities are:

- Ability for Everyone Who Works Here to Live Here
- Efficient Government
- Ensure Public Safety
- Grow and Diversify the Economy
- Improve Transportation
- Protect the Natural Environment
- Recreation and Equitable Access for All

Specific Action Items are included in the Strategic Plan to articulate what the city will do to achieve stated goals within these priority areas. The Strategic Plan also provides ways that progress toward goals will be measured and reported on.

Also attached is the Strategic Plan Timeline which is meant to provide implementation timelines for each action item and guide department work plans. Bi-annual updates will be provided to the City Council as well as recommendations on staffing allocations and budget appropriations related to implementation.

Financial Implications: While there will be costs to implement the Strategic Plan, those fiscal impacts will be provided to Council for approval throughout implementation as needed. It is considered a best practice and necessary component of strategic planning implementation to review annual progress and performance, while validating the existing strategic priorities and actions. It is anticipated that the City Council will continue to update the Strategic Plan every two years.

Environmental Considerations: The discussion in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: Throughout implementation the city will need to ensure that the Strategic Priorities and Actions reflect and are compatible with the City's General Plan and the Capital Improvement Plan.

The General Plan acts as the "constitution" for making rational decisions regarding a city's long-term physical development. The general plan expresses the community's development goals and incorporates public policies relative to the distribution of future public and private land uses. California State law requires that each city adopt a general plan "for the physical development of the city and any land outside its boundaries which bears relation to its planning." Typically, a general plan is designed to address the issues facing the City for the next 15-20 years.

The Capital Improvement Program addresses the City's needs relating to the acquisition, expansion, rehabilitation, and replacement of long-lived assets. The CIP serves as a planning instrument to identify needed capital projects and coordinate the financing and timing of

improvements in a way that maximizes the return to the public. It provides a planned and programmed approach to utilizing the City's financial resources in the most responsive and efficient manner to meet its service and facility needs. It serves as a "blueprint" for the future of the community and is a dynamic tool, not a static document. A critical element of a balanced CIP is the establishment of funds to both preserve or enhance existing assets and provide new assets to respond to changing service needs and community evolution.

CITY OF
SOUTH LAKE TAHOE



STRATEGIC PLAN 2025-2030



CITY OF SOUTH LAKE TAHOE

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CITY OF
SOUTH LAKE TAHOE

Introduction

What is a Strategic Plan?

A strategic plan states the direction for the community and identifies strategies and action to achieve specific goals. Strategic planning helps assure that the organization remains relevant and responsive to the needs of its stakeholders and contributes to the organization's stability and growth. It provides a basis for monitoring progress and assessing results and impacts, enabling an organization to look into the future in an orderly and systemic way.

The City of South Lake Tahoe Strategic Plan creates a vision for our future to be shared by community members, elected officials, and City staff, building consensus about expectations and providing guidelines for the use of City resources. It serves as our roadmap and will guide much of what we do.

The City of South Lake Tahoe Strategic Plan will achieve the following outcomes:

- Convey confidence about our future
- Spark new thinking about what success should look like
- Create clarity about strategies to pursue in order to achieve goals
- Identify priorities, goals, and action plans
- Help the City Council match resources with priorities.

Developing Our Strategic Plan

The City is committed to reaching the goals established in the strategic plan. For that reason, the City partnered with strategic planning consultants to facilitate the two-year review process for the 2025-2030 Strategic Plan. Previous plan development and review workshops were facilitated internally. City leaders felt that by using an outside facilitator, all levels of the organization could more effectively engage in the strategic planning process.

Over the past three months, the City's consultants performed the following activities to develop an in-depth understanding of the current landscape of South Lake Tahoe:

- Reviewed documents and data provided by the City
- Interviewed all elected officials and department directors
- Conducted three (3) employee forums
- Distributed and analyzed an organization wide survey
- Prepared a Pulse Check Report that synthesized all the above actions

The culmination of all engagement activities was a three-day facilitated strategic planning event that took place March 17-19, 2025. Staff, elected officials, and directors all participated over the course of the three days to review the results of engagement activities, reflect on accomplishments for the 2023-2028 plan, and develop all elements of the 2025-2030 Strategic Plan.



CITY OF
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Progress and Accomplishments

The City has seen great success implementing both the 2021 and 2023 strategic plans. The 2023-2028 Strategic Plan had eighty-one (81) action items/projects. Over the past two years, staff diligently focused their efforts and completed thirty (30) of those items and made significant progress on many others. In just two years, staff was able to move the City closer to the goals established in 2023. Below are highlighted accomplishments for the past two years.

Built Environment

- Adopted an inclusionary housing ordinance
- Amended ADU regulations for consistency with state law and increased flexibility
- Expanded the City's Housing Hotline to include tenant protection services
- Security Deposit and Rental Assistance Program Implemented
- Completion of Sugar Pine Village phase 1 with developer partnership
- Conducted an analysis of potential local discretionary funding sources for housing initiatives
- South Tahoe Transit Transit Joint Powers Agreement executed
- Completed NeoConnect contract to expand broadband infrastructure
- Initiated the Stateline Avenue Complete Streets project
- Established residential parking permit programs in the Heavenly Valley and Lakeside Park areas.

Community For All

- Completed Title VI Plan including translation services
- ACT Commission approved a racial equity statement
- Opioid settlement funds allocated through contract with Barton Hospital
- Worked collaboratively to increase outreach and compliance on single use plastics ban
- Deployed bear resistant trash carts citywide
- Worked collaboratively to expand and promote residential food waste programs.

Economic Development

- Completed a Vacant and Underutilized Sites survey and presented to Council
- Implemented Classification and Compensation Study

CITY OF SOUTH LAKE TAHOE

Progress and Accomplishments, cont.

Core Services & High-Performing Government

- Supported internship programs, advertised for CivicSpark and CCAC fellows, and participated in Student Advisory Council recommendations
- Developed and funded the Energy Upgrades Project
- Explored a Charter City initiative and determined it was not feasible
- Supported Meet the Mayor events in 2023 and 2024.
- Prepared and presented snow removal policies, capital equipment upgrades and enforcement needs to Council

Recreation & Equitable Access

- New Parks and Recreation programming developed based on community survey
- Wayfinding signage installed for trail system
- Bicycle amenities contracted and set to implement Spring 2025
- Two biking as a way of life videos produced and released
- Updated the Tourist Core Area Plan to establish pedestrian and bicycle connectivity between the core area and the Lake.

The remaining fifty-one (51) projects/actions items from the 2023-2028 plan were reviewed by the City Council during their planning workshop and either incorporated into this plan as action items under a new priority or removed. This process of evaluation allowed the Council to provide continuity across plans and give staff clear direction on where resources and time should be focused.



CITY OF
SOUTH LAKE TAHOE

Maintaining Today. Building for Tomorrow.

Vision

South Lake Tahoe is a connected, resilient, and welcoming community—renowned for its natural beauty, strong local economy, and commitment to quality of life for all

Mission

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

CITY OF SOUTH LAKE TAHOE

Our Core Values

The City's core values define the principles that guide how it operates and interacts with the community, staff, and partners. These values shape the culture of the organization and serve as a compass for decision-making, leadership, and day-to-day service delivery.

Accountability

We are all responsible for the City's success moving forward, and we take responsibility for our decisions and actions while maintaining high standards and implementing best practices.

Communications

Our communication is respectful, timely, relevant, and transparent.

Honesty

We are ethical and truthful, and we do the right thing even when no one is looking.

Innovation

We look for creative solutions to problems. We take risks, embrace change, and learn from our mistakes.

Equity and Inclusion

We believe in enabling South Lake Tahoe residents and employees to develop their potential while bringing their full self to engage in a community of inclusion.

Vitality

We support community inclusiveness, healthy living, and the local economy.

Efficiency

We are proactive in our efforts to streamline operations while delivering quality services to our residents.

Sustainability

We are proactive in our efforts to streamline operations while delivering quality services to our residents.

CITY OF SOUTH LAKE TAHOE

ACHIEVES In-Use

During the staff's planning workshop, participants were asked to consider these core values and provide examples of how they are being actively used to guide service delivery. Below are the examples provided by staff.

Accountability

- Safety Committee
- Following all policies and procedures
- Grant reporting and compliance

Communications

- Clerk's page search functionality
- Accurate information provided to all parties
- Enforcing state renter's law
- Airport Master Plan

Honesty

- Transparency in reporting
- PD Admin position for internal investigations
- PAC and citizen oversight

Innovation

- STACS Program
- Focus on doing more with less

Equity and Inclusion

- Employee education and recruitment practices
- Translation services
- Beach wheelchairs

Vitality

- Parks and Trails
- Community Academy

Efficiency

- Facilities project
- Prioritizing in-house vs. hiring out
- Cross-departmental prioritization of projects

Sustainability

- Facilities and street maintenance
- Storm Water maintenance
- Affordable housing and transit nexus
- Turf grass and water usage projects

CITY OF
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Cross-Cutting Concepts

Unlike core values, which guide how the City works, cross-cutting concepts are strategic lenses used to evaluate what the City works on. They are intentionally embedded across all goals, initiatives, and operations to ensure that every project, program, and policy aligns with the City's broader vision. When staff develop budgets, assess priorities, or propose new initiatives, these concepts are used to analyze potential impact and guide decision-making.

We Ask Ourselves:

High-Peforming Government

Will this initiative improve service delivery, strengthen performance, or build public trust?

We strive for a government that is responsive, accountable, and driven by results.

Organizational Development

Does this action strengthen our workforce, improve collaboration, or increase our ability to adapt and grow?

We continuously invest in our internal capacity—people, systems, and structures—to better serve the community.

Quality of Life

Will this initiative improve the daily experience of living, working, or visiting South Lake Tahoe?

We prioritize the well-being of our community in every endeavor. When evaluating projects, we consider how they will enhance safety, access, affordability, environmental health, or social connection.

CITY OF
SOUTH LAKE TAHOE

Strategic Priorities 2025-2030

Strategic priorities are the City's broad focus areas for the future. They reflect the key challenges and opportunities facing the community and organization, and serve as the foundation for setting goals, guiding resource allocation, and tracking progress. While core values shape how the City operates and cross-cutting concepts influence how decisions are evaluated, strategic priorities define what the City is working to achieve.

The City has identified seven strategic priorities that will be a focus for the next five years They are listed below in alphabetical order.

Ability for Everyone Who Works Here to Live Here

Efficient Government

Ensure Public Safety

Grow and Diversify the Economy

Improve Transportation

Protect the Natural Environment

Recreation and Equitable Access for All

CITY OF SOUTH LAKE TAHOE

PRIORITY 1

Ability for Everyone Who Works Here to Live Here



What We Will Achieve:

Address gaps across the spectrum of housing needs.

Ways We Will Measure Success:

- # of large-scale employers and businesses contacted about interest in partnering with the city on housing programs/projects
- Increase landlord participation in Lease to Locals Program
- New construction and Annual RHNA numbers
- Increased availability of moderate-income housing (or % of housing increase per income bracket)

What We Will Do to Reach Our Goal:

1.1 Pro-actively work with current affordable housing developers and partner agencies to implement the Sugar Pine Village project.

1.2 Pro-actively work with an affordable housing developer and partner agencies to develop affordable and/or workforce housing at 3900 Lake Tahoe Blvd.

1.3 Continue to collaborate with the Saint Joseph Community Land Trust and other organizations to increase capacity to address housing needs.

1.4 Works with our business community to identify housing opportunities.

1.5 Seek AG opinion on TRPA land use authority through state legislature.

1.6 Add “Rooted Renters” to "Lease to Locals" program.

1.7 Increase funding for the "Lease to Locals" program.

1.8 Evaluate ability to reduce regulations for development and streamline approval process while evaluating the potential to develop a citywide residential area plan.

1.9 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project HomeKey.

1.10 Identify and secure funding to develop a multi-family residential rehabilitation program.

CITY OF SOUTH LAKE TAHOE

Efficient Government

What We Will Achieve:

Identify unnecessary barriers and work with regional entities to remove them.

Ways We Will Measure Success:

- Reduce X mod for workers compensation insurance (risk pool rating)
- Reduce time to issue permits
- Zero impact to city related to cyber security incidents
- Cost reductions realized from consolidating software purchases

What We Will Do to Reach Our Goal:

2.1 Clarify roles/expectations of commissions.

2.2 Perform a Worker Safety Risk Analysis.

2.3 Complete a geothermal feasibility study.

2.4 Consider development of a legislative agenda in coordination with Cal Cities.

2.5 Determine next steps for City's annexation initiatives.

2.6 Evaluate the impact of regulatory systems at local, regional, and state levels.

2.7 Allow the deployment of new technology that is scientifically safe.

2.8 Evaluate appropriate systems and tools for processes and communications that are cyber safe (i.e. website, AI framework, scheduling system, etc.).



CITY OF SOUTH LAKE TAHOE

PRIORITY 3

Ensure Public Safety

What We Will Achieve:



Allocate proper resources to maintain excellent levels of service.

Ways We Will Measure Success:

- # of defensible space inspections annually
- Acres of land treated for fire fuel reduction
- Grant funds received for wildfire prevention
- Reduce Police and Fire Department vacancy rate % (injury and unfilled)

What We Will Do to Reach Our Goal:

3.1 Evaluate Bait Theft prevention systems.

3.2 Seek grants and support legislative policies for Wildland Urban Interface, defensible space, and home hardening funding.

3.3 Advocate with our legislature to get more funds for fire prevention and fuel reduction for United States Forest Service (USFS) and California Tahoe Conservancy (CTC).

3.4 Continue to modernize wildfire preparedness and emergency evacuation plan in coordination with neighboring jurisdictions.



CITY OF SOUTH LAKE TAHOE

Grow and Diversify the Economy

What We Will Achieve:

Create an environment that attracts diverse investment in our community and supports existing businesses.

Ways We Will Measure Success:

- Reduced number of vacant/underutilized storefronts and properties
- Increased # or % of non-service sector businesses

What We Will Do to Reach Our Goal:

4.1 Identify a viable second economy.

4.2 Create an Economic Development Advisory Committee to focus on local business retention and expansion programs as well as other potential economic development initiatives.

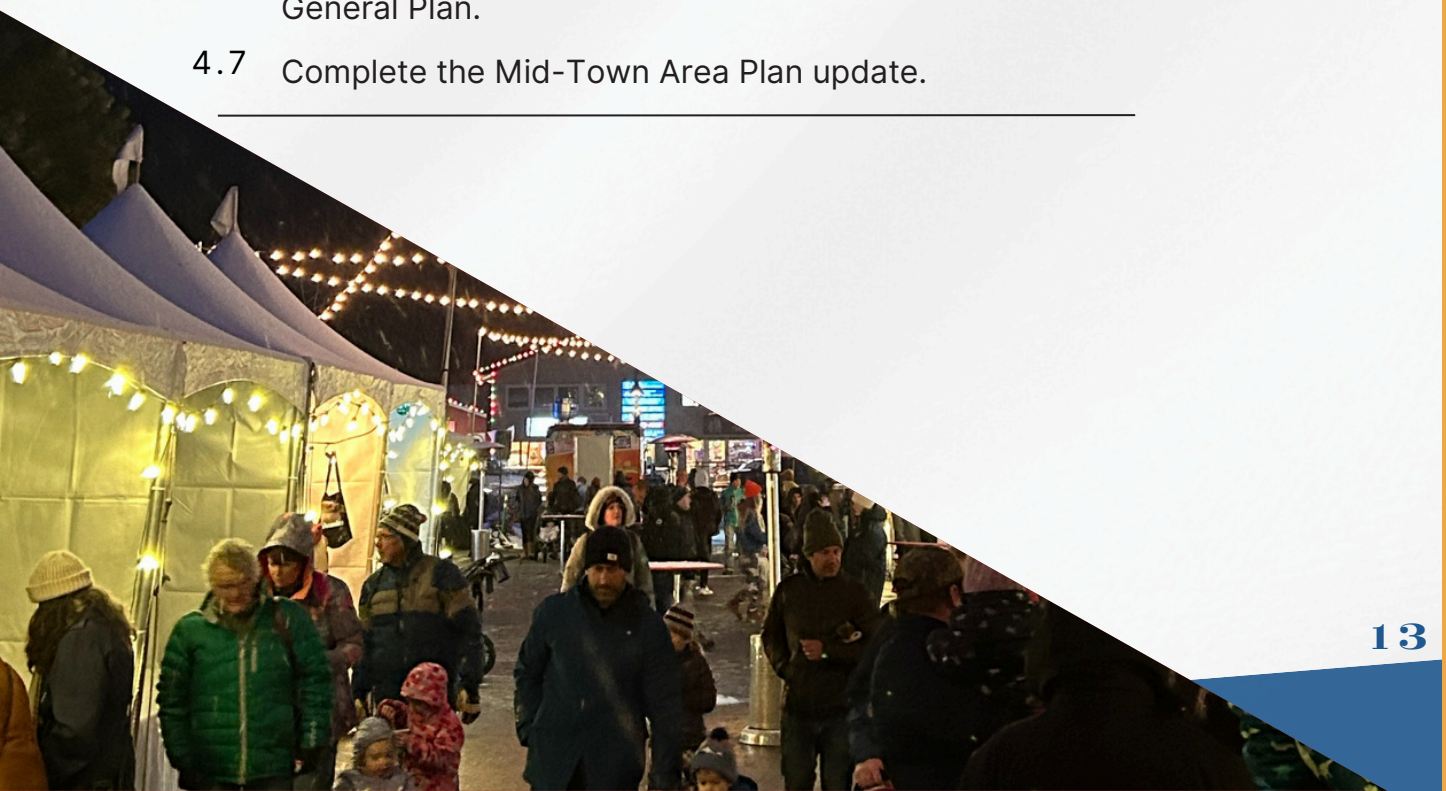
4.3 Strive to develop 51 events per year in coordination with partners.

4.4 Support Lake Tahoe Community College (LTCC) to identify appropriate workforce programs (i.e. nursing school, paramedic school).

4.5 Evaluate cannabis tax and mitigation fee structure.

4.6 Complete an update to the City's Economic Development Element of the General Plan.

4.7 Complete the Mid-Town Area Plan update.

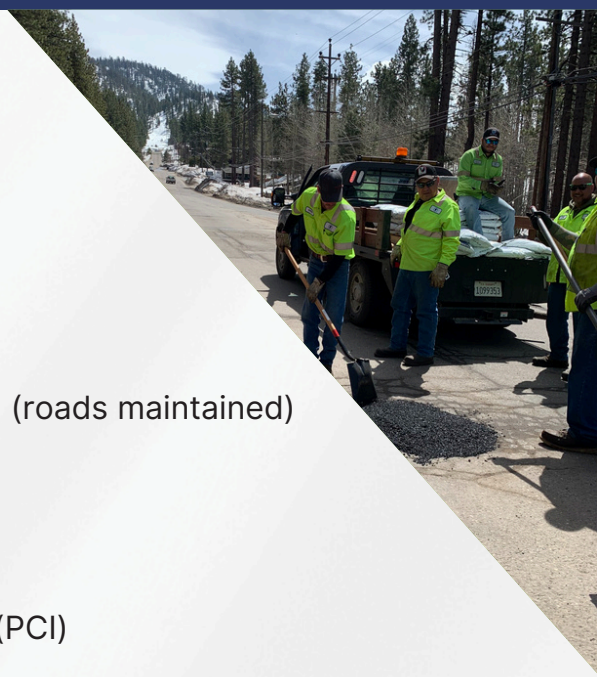


PRIORITY 4

CITY OF SOUTH LAKE TAHOE

PRIORITY 5

Improve Transportation



What We Will Achieve:

Improve mobility operations and quality by aligning policy, practice, and funding.

Ways We Will Measure Success:

- # of potholes filled, crack seal applied, etc. (roads maintained)
- # of road miles re-paved
- Reduction in vehicle miles traveled (VMT)
- Lakelink ridership and area served
- Transit Route 50 ridership
- Increase Pavement Condition Index score (PCI)

What We Will Do to Reach Our Goal:

5.1 Improve scooter safety for users and non-users.

5.2 Complete the conceptual US50 Corridor Planning Study including transit options and cross-jurisdictional coordination (to include gondola, widened bike lanes, speed reduction, and Y mobility hub).

5.3 Complete Traffic Calming Toolbox (including multi-modal traffic control device warrants).

5.4 Continue to support Transit JPA – increase funding for Lakelink microtransit.

5.5 Increase annual road repair through innovative maintenance and rehab program.

5.6 Prioritize the implementation of Complete Streets.

5.7 Evaluation of city-wide parking management strategies including potential expansion of paid parking and reduction of parking requirements.



CITY OF SOUTH LAKE TAHOE

Protect the Natural Environment

What We Will Achieve:

Keep protection of the natural environment as a priority throughout all infrastructure and development projects.

Ways We Will Measure Success:

- # of potential drainage basin locations identified
- # of drainage basins meeting or exceeding TMDL requirements
- Improved annual water quality measures

What We Will Do to Reach Our Goal:

6.1 Update the Storm Water and Drainage Master Plan.

6.2 Identify areas that are suitable to serve as drainage basins.

6.3 Ensure all storm water projects are in compliance with sediment total maximum daily load (TMDL) standards and always improve lake clarity.

6.4 Support the CivicSpark Fellow position.

6.5 Evaluate the feasibility and cost implications of creating or joining a community choice aggregation option and municipal owned utility to reduce carbon emissions and improve grid reliability.



CITY OF SOUTH LAKE TAHOE

PRIORITY 7

Recreation and Equitable Access for All



What We Will Achieve:

Address gaps in recreation facilities and services, and multi-modal infrastructure.

Ways We Will Measure Success:

- Miles of multi-use pathways
- National Community Survey (NCS) rating on the quality of parks and recreation opportunities, mobility, and safety (re-evaluated every three years)
- Annual update on progress for existing plans
- Number of households within a 10-minute walk to a park

What We Will Do to Reach Our Goal:

7.1 Complete the new Recreation and Swim Complex and maintain the current complex in the meantime.

7.2 Implement the Vision Zero Plan.

7.3 Increase connectivity and safety.

7.4 Evaluate public pier options.

7.5 Evaluate the possibility of building and maintaining a park in every neighborhood (pocket parks).

7.6 Partner for Senior Services.



Elected Officials



TAMARA WALLACE
Mayor



CODY BASS
Mayor Pro Tem



SCOTT ROBBINS
Councilmember



DAVID JINKENS
Councilmember



KEITH ROBERTS
Councilmember



SUSAN BLANKENSHIP
City Clerk



DAVID OLIVO
City Treasurer

Our elected officials, listed above, whose visionary leadership, thoughtful guidance, and commitment to public service have provided essential direction for the strategic priorities outlined in this plan.





Acknowledgements



JOE IRVIN
City Manager



HILARY ROVERUD
Assistant City Manager



HEATHER STROUD
City Attorney

We gratefully acknowledge the contributions and collaborative efforts of *all* staff members whose insights, expertise, and dedication helped to shape this strategic plan. Special recognition goes to the department directors listed below, whose active participation in our strategic planning workshop was instrumental in defining our path forward.

ANUSH NEJAD
Public Works Director

OLGA TIKHOMIROVA
Finance Director

DAVID STEVENSON
Police Chief

JIM DRENNAN
Fire Chief

JOHN STARK
Director of Parks and Recreation

ZACH THOMAS
Director of Development Services

We also extend our appreciation to the staff listed below, whose valuable engagement and perspectives greatly enriched the workshop and strengthened our planning process.

Dan Bardzell
Andrew Black
Ember Buckman
Dennis Churchill
Scott Crivelli
Kelley Edwards
Tom Kerley
Sara Letton
Jessica Wackenhut-Lomeli
Jay Manning
Luis Olmedo
Becky Penado
Ricky Riddle
Hollie Straubinger
Sonia Wheeler

CITY OF SOUTH LAKE TAHOE

CITY OF
SOUTH LAKE TAHOE



STRATEGIC PLAN 2025-2030

CITYOFSLT.US • (530) 542-6000 • @CITYOFSLT

City of South Lake Tahoe, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150
Adopted May 2025 • Published May 2025

STRATEGIC PLAN 2025-2030
TIMELINE

Strategic Priority	Action Item	25/26	26/27	27/28	28/29	29/30
1. Ability for everyone who works here to live here.	1.1 Pro-actively work with current affordable housing developers and partner agencies to implement the Sugar Pine Village project.					
1. Ability for everyone who works here to live here.	1.2 Pro-actively work with an affordable housing developer and partner agencies to develop affordable and/or workforce housing at 3900 Lake Tahoe Blvd.					
1. Ability for everyone who works here to live here.	1.3 Continue to collaborate with Saint Joseph Community Land Trust and other organizations to increase capacity to address housing needs.					
1. Ability for everyone who works here to live here.	1.4 Work with our business community to identify housing opportunities.					
1. Ability for everyone who works here to live here.	1.5 Seek AG opinion on TRPA land use authority through state legislature.					
1. Ability for everyone who works here to live here.	1.6 Add “Rooted Renters" to "Lease to Locals" program.					
1. Ability for everyone who works here to live here.	1.7 Increase funding for "Lease to Locals" program.					
1. Ability for everyone who works here to live here.	1.8 Evaluate ability to reduce regulations for development and streamline approval process while evaluating the potential to develop a citywide residential area plan.					
1. Ability for everyone who works here to live here.	1.9 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project HomeKey.					
1. Ability for everyone who works here to live here.	1.10 Identify and secure funding to develop a multi-family residential rehabilitation program.					
2. Efficient Government	2.1 Clarify roles and expectations of commissions.					
2. Efficient Government	2.2 Perform a Worker Safety Rsk Analysis.					
2. Efficient Government	2.3 Complete geothermal feasibility study.					
2. Efficient Government	2.4 Consider development of a legislative agenda in coordination with Cal Cities.					
2. Efficient Government	2.5 Determine next steps for City's annexation initiatives.					
2. Efficient Government	2.6 Evaluate impact of regulatory system at local, regional, and state levels.					
2. Efficient Government	2.7 Allow the deployment of new technology that is scientifically safe.					
2. Efficient Government	2.8 Evaluate appropriate systems and tools for processes and communication that are cyber-safe (i.e. website, AI framework, scheduling system).					
3. Ensure public safety	3.1 Evaluate bait theft prevention systems.					
3. Ensure public safety	3.2 Seek grants and support legislative policy for Wildland Urban Interface, defensible space, and home hardening funding.					
3. Ensure public safety	3.3 Advocate with our legislature to get more funds for fire prevention and fuel reduction for the United States Forest Service (USFS) and California Tahoe Conservancy (CTC).					

STRATEGIC PLAN 2025-2030
TIMELINE

Strategic Priority	Action Item	25/26	26/27	27/28	28/29	29/30
3. Ensure public safety	3.4 Continue to modernize our wildfire preparedness and emergency evacuation plan in coordination with neighboring jurisdictions.					
4. Grow and diversify the economy.	4.1 Identify a viable second economy.					
4. Grow and diversify the economy.	4.2 Create Economic Development Advisory Committee to focus on local business retention and expansion programs as well as other potential economic development initiatives.					
4. Grow and diversify the economy.	4.3 Strive to develop 51 events per year in coordination with partners					
4. Grow and diversify the economy.	4.4 Support Lake Tahoe Community Colleges (LTCC) to identify appropriate workforce development programs (i.e. nursing school, paramedic school, etc.)					
4. Grow and diversify the economy.	4.5 Evaluate cannabis tax and mitigation fee structure.					
4. Grow and diversify the economy.	4.6 Complete an update to the City's Economic Development element of the General Plan.					
4. Grow and diversify the economy.	4.7 Complete the Mid-Town Plan update.					
5. Improve Transportation	5.1 Improve scooter safety for users and non-users.					
5. Improve Transportation	5.2 Complete the conceptual US50 Corridor Planning study including transit options and cross-jurisdictional coordination (including gondola, widened bike lanes, speed reduction, Y mobility hub).					
5. Improve Transportation	5.3 Complete traffic calming toolbox (including multi-modal traffic control device warrants).					
5. Improve Transportation	5.4 Continue to support Transit JPA - increase funding for LakeLink microtransit.					
5. Improve Transportation	5.5 Increase annual road repair through innovative maintenance and rehab program.					
5. Improve Transportation	5.6 Prioritize the implementation of Complete Streets.					
5. Improve Transportation	5.7 Evaluation of city-wide parking management strategies including potential expansion of paid parking and reduction of parking requirements.					
6. Protect the natural enviornment	6.1 Update Storm Water and Drainage Master Plan.					
6. Protect the natural enviornment	6.2 Identify areas that are suitable to serve as drainage basins.					
6. Protect the natural enviornment	6.3 Ensure al storm water projects are in compliance with sediment total maximum daily load (TMDL) standards and always improve lake clarity.					
6. Protect the natural enviornment	6.4 Support CivicSpark Fellow position.					
6. Protect the natural enviornment	6.5 Evaluate the feasibility and cost implications of creating or joining a community choice aggregation option and municipal owned utility to reduce carbon emissions and improve grid reliability.					

Strategic Priority	Action Item	25/26	26/27	27/28	28/29	29/30
7. Recreation and equitable access for all	7.1 Complete the new Recreation and Swim Complex and maintain the current complex in the meantime.					
7. Recreation and equitable access for all	7.2 Implement the Vision Zero Plan.					
7. Recreation and equitable access for all	7.3 Increase connectivity and safety.					
7. Recreation and equitable access for all	7.4 Evaluate public pier options.					
7. Recreation and equitable access for all	7.5 Evaluate the possibility of building and maintaining a park in every neighborhood (pocket parks).					
7. Recreation and equitable access for all	7.6 Partner for Senior Services.					

Project Start
Project Complete
Evaluate for Potential Operationalization

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:14

Agenda Item: License with Mary Johnson McCall for Use of Bijou Golf Course Parking Lot

Executive Summary: The previous agreement was for three years from 2022 â€“ 2024 for an annual payment of $22,574 with an annual increase based on the Consumer Price Index. In 2024, the total payment for rental of the parking lot was $24,717.54. The previous agreement provided for an additional fee paid to the owner based on a percentage of the gross revenue. Historically, the golf course did not exceed the revenue limits that would trigger the additional fee. The new agreement proposes entering into a 3-year agreement for an annual payment of $30,000 to lease the parking lot from May 1 through October 31 each year of 2025 through 2027. The Parks & Recreation Department currently has $25,355 in 100-04110-43041 Golf Course Rental of Land & Buildings budgeted towards rental of the parking lot. An additional $4,645 would be required to supplement existing funds needed to pay the $30,000 rental fee. Council has two options: 1) Pass a resolution authorizing and directing the Mayor to execute an agreement with Mary McCall to rent the parking lot property at Bijou Golf Course located at Fairway Drive for an annual payment of $30,000 to lease the parking lot from May 1 through October 31 each year of 2025 through 2027 and appropriate $4,645 from General Funds Undesignated Excess Revenues into the Golf Course account 100-04110-43041 Rental of Land & Buildings. 2) Do not execute an agreement and do not open Bijou Golf Course for the 2025 season.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a license agreement with Mary Johnson McCall to use the parking lot at Bijou Golf Course located at Fairway Drive for an annual payment of $30,000 to lease the parking lot from May 1 through October 31 each year of 2025 through 2027, and appropriating $4,645 from General Funds Undesignated Excess Revenues into the Golf Course account 100-04110-43041 Rental of Land & Buildings.

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

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

Attachments:

01-Staff Report - Agreement Bijou Golf Course Parking Lot.docx
02-Resolution Golf Course Parking Agreement.docx
03-Golf Course Parking Lot Agreement 25 26 27.pdf
04 - Bijou Golf Course Parking Lot Survey Map.pdf

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

Meeting Date: May 6, 2025

Title: Agreement Bijou Golf Course Parking Lot

Location: Bijou Golf Course

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

Background: The parking lot used for Bijou Golf Course is private property owned by Mary McCall. Since 1983, the City and the property owner have maintained a short-term renewable lease agreement for use of a portion of the adjacent land to provide golf course parking. The terms of the lease require the City to pay an annual base rental fee to the owner in exchange for use of the land for the parking lot. Attachment 4 Bijou Golf Course Parking Lot Survey Map shows the location of the parking lot at the golf course.

The previous agreement was for three years from 2022 – 2024 for an annual payment of $22,574 with an annual increase based on the Consumer Price Index. In 2024, the total payment for rental of the parking lot was $24,717.54. The previous agreement provided for an additional fee paid to the owner based on a percentage of the gross revenue. Historically, the golf course did not exceed the revenue limits that would trigger the additional fee.

The new agreement proposes entering into a 3-year agreement for an annual payment of $30,000 to lease the parking lot from May 1 through October 31 each year of 2025 through 2027.

The Parks & Recreation Department currently has $25,355 in the Golf Course account 100-04110-43041 Rental of Land & Buildings budgeted towards rental of the parking lot. An additional $4,645 would be required to supplement existing funds needed to pay the $30,000 rental fee.

Issue and Discussion:

Council has two options: 1) Pass a resolution authorizing and directing the Mayor to execute an agreement with Mary McCall to rent the parking lot property at Bijou Golf Course located at Fairway Drive for an annual payment of $30,000 to lease the parking lot from May 1 through October 31 each year of 2025 through 2027 and appropriate $4,645 from General Funds Undesignated Excess Revenues into the Golf Course account 100-04110-43041 Rental of Land & Buildings. 2) Do not execute an agreement and do not open Bijou Golf Course for the 2025 season.

Financial Implications: Annual payment of $30,000 for rental of the parking lot at Bijou Golf Course from Golf Course – Rental of Land and Buildings 100-04110-43041. The Parks & Recreation Department currently has $25,355 in the Golf Course account 100-04110-43041 Rental of Land & Buildings budgeted towards rental of the parking lot. An additional $4,645 from General Funds Undesignated Excess Revenues is necessary to supplement the Golf Course account 100-04110-43041 Rental of Land & Buildings to pay the $30,000 rental fee.

Environmental Considerations: The agreement for rental of the parking lot at Bijou Golf Course is categorically exempt from review under the California Environmental Quality Act (CEQA) because the program will allow for the normal operations of existing facilities for public gatherings for which the facilities were designed (CEQA Guidelines section 15323 – Normal Operations of Facilities for Public Gatherings).

Policy Implications: Strategic Plan Priorities supported by the Bijou Golf Course Parking Lot agreement includes: 2.2 Equitable Access: Promote equitable access to recreation for underserved, under-resourced populations and people with disabilities by implementing recreation programs for inclusion. Support active and healthy lifestyles and strive to develop parks in every neighborhood. Action Item 1: Create low-to no-cost recreation programs and access to recreation gear for qualified families to engage in outdoor recreation and education. Action Item 2: Evaluate opportunities to expand partnerships to promote health and wellness, combat childhood obesity and encourage healthy lifestyles.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 6, 2025

Execute the Agreement for the City to Rent the Bijou Golf Course Parking Lot

BACKGROUND

A. The parking lot used for Bijou Golf Course is private property owned by Mary McCall. The parking lot has been rented by the City for players to park at the golf course since 1983 and is the only way to access the golf course and clubhouse.
B. The previous agreement was for three years from 2022 – 2024 for an annual payment of $22,574 with an annual increase based on the Consumer Price Index. In 2024, the total payment for rental of the parking lot was $24,717.54.
C. The new agreement proposes entering into a 3-year agreement for an annual payment of $30,000 to lease the parking lot from May 1 through October 31 each year of 2025 through 2027.
D. The Parks & Recreation Department currently has $25,355 in 100-04110-43041 Golf Course Rental of Land & Buildings budgeted towards rental of the parking lot. An additional $4,645 would be required to supplement existing funds needed to pay the $30,000 rental fee.

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

1. Authorize and direct the Mayor to execute an agreement with Mary McCall to rent the parking lot property at Bijou Golf Course located at Fairway Drive for an annual payment of $30,000 to lease the parking lot from May 1 through October 31 each year of 2025 through 2027 and appropriate $4,645 from General Funds Undesignated Excess Revenues into the Golf Course account 100-04110-43041 Rental of Land & Buildings.

Adopted by the City of South Lake Tahoe City Council on May 6, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

SHORT-TERM SEASONAL LICENSE TO USE AGREEMENT –
Bijou Municipal Golf Course Parking Lot -- Years 2024, 2025 and 2026

Prologue

At the request of John Stark, current Director of Parks and Recreation; Mary McCall did on March 4, 2025, diligently deliver in person to Mr. Stark a suggested long-term lease agreement for the Bijou Municipal Golf Course parking lot in conjunction with the historic Bijou Golf Course which turns 100 years old this year – Year 2025, (Lauren Thomaselli records), attached and incorporated heretin as Exhibit 1.

The conversation was preceded by completion of a caveat maintenance check list pending since the Year 2022 when certain City personnel, without public notice or input, did oddly choose to close the golf course during the pandemic years when most of California's golf courses were open to the public for mandated public health reasons. The golf industry did realize a new birth at this time. My personal thanks to Dennis Churchill, Director of Parks & Recreation Maintenance of all of the City's parks and recreation venues. He gave his word to complete the deferred maintenance and he kept it.

Agreement

This License-to-Use Agreement is made and agreed upon and executed by and between the City of South Lake Tahoe, hereinafter referred to as *"Licensee"*, and Mary Johnson McCall, hereinafter referred to as *"Licensor."*

The parties agree as follows:

1. **Grant of License to Use Parking Lot**

Licensor grants to Licensee, and to Licensee's relevant personnel, employees, and golf course patrons only, the right, privilege and permission to enter into and onto a certain tract of real property owned by Licensor located in the City of South Lake Tahoe, County of El Dorado, California, and more particularly described as follows:

The "Bijou Golf Course Parking Lot" owned by Licensor, ingressed and egressed on Fairway Avenue, South Lake Tahoe, Ca. 96150; next to Licensee's Bijou Golf Course, as surveyed and described to the El Dorado County Assessor's office in Exhibit 2, Page 1 and 2, a copy of which is attached hereto and incorporated herein. The golf course parking lot has been seasonably rented to Licensee since its purchase of the golf course in 1983, approximately.

2. **Purpose**

The above-granted permission is for the use of a parking lot for the Bijou Golf Course: specifically, for Licensee golf course vehicles and golf course patron vehicles only. The licensed golf course parking lot shall not be used for the parking of Licensee trucks, tractors, mowers or other heavy equipment or for storage uses. No temporary or permanent improvements shall be allowed without the prior written consent of Licensor.

3. **Term**

Licensor does grant Licensee the privilege of this License Agreement for the six-month summer seasonal period of May 1, 2025; 2026; and 2027 until October 31, 2025; 2026 and 2027.

4. **Rent Payment**

Licensee shall pay Licensor a minimum of $30,000 total annual license fee for each of the Years 2025, Year 2026 and Year 2027. This is a yet another new Agreement requested by Licensee with an updated market rate price reflecting current commercial trends and inflation rates due to the global pandemic; current politics and policies; interest rates; the stock market, etc. This annual fee shall be due and payable in full on May 1, 2025; 2026 and 2027, in one lump sum as has been the acceptable accounting process since 2013, approximately to save on bookkeeping time; mail loss, etc. In no event for any reason shall the annual minimum rent be reduced.

(Note: Licensor has generously offered Licensee more than once an outstanding opportunity for a long-term thirty (30-year) agreement at the constant rate of $30,000 per year; such arrangement establishing a long-term public/private relationship with stability and constancy no matter the dynamics of the economic market. Since 1967, the United States has endured eight (8) economic dynamics in the form of "big shorts", recessions, etc. The professionals predict that these dynamics will arrive exponentially more often and more drastic in the future.)

5. **Maintenance**

At long last, just prior to March 4, 2024; the caveats of the Year 2022 agreement were realized excepting a green golf-oriented flag at the driveway entrance, and, ... (no final check list or signoff as of April 9, 2025 due to weather).

The golf course parking lot shall not be used for the parking of City trucks, tractors, mowers, other heavy equipment or for storage purposes of any type. No temporary or permanent improvements shall be allowed without the prior written consent of Licensor. Licensee will repair, keep clean and maintain the premises in good and serviceable and safe condition and provide trash receptacles (bear boxes): one such bear box will be located near the clubhouse and one such bear box will be located on the City's golf course near the City's portable sani-hut toilets placed at the ninth green and/or City access gate, approximately.

In addition, Licensee will provide two (2) portable sani-hut toilets, both recognized as ***"differently abled accessable"***: one will be located at the usual clubhouse location and one to be located on the ninth green. Licensee will appropriately screen toilets adding rather than detracting from the scenic beauty of the licensed golf course parking lot.

The Parks and Recreation Department will promote public well-being by replacing its once existing drinking faucet near the clubhouse and/or provide an outdoor portable water station, a pandemic "invention" now used by the City to provide water within the recent new City codes banning single use water bottles with caps for sale. Strong advocacy exists regarding single use water bottles and lake clarity and the superiority of natural Tahoe well water.

6. **Insurance and Indemnification**

In consideration of the privilege granted by this License Agreement, Licensee shall not claim any damages from Licensor in connection with or on account of any injuries or damages arising in or on the above-described golf course parking lot while being used by Licensee and Licensee's personnel, employees, and golf patrons only; the sole purpose and use of the golf course parking lot. Licensee shall be responsible at all times for signage on the parking lot fence stating "Parking for Golf Course Patrons Only."

Further, Licensor shall be covered by or obtain the benefit of the Licensee's insurance pool to the optimum extent the Licensee, as required legally and contractually by a public municipality in the State of California so as to fully protect its public golf patrons and all Licensee personnel, employees, and contractors while using or maintaining the licensed golf course parking lot. On May 1, of Years 2025, 2026 and 2027, when the annual rent is received, Licensee shall by this License Agreement for the Years 2025, 2026 and 2027, as in past agreement years, is required to provide an issuance of certificate of insurance by the Licensee to Licensor.

7. No Waiver

The failure of either party to this License Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8. **Governing Law**

This License Agreement shall be governed by, constituted, and enforced in accordance with the laws of the State of California.

9. Mandatory Arbitration

Any dispute under this License Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

10. Entire License Agreement

This License Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this License Agreement shall not be binding upon either party except to the extent incorporated into this License Agreement, including Exhibit 1, Page 1 and 2.

11. Modification of Agreement

Any modification of this License Agreement or additional obligation assumed by either party in connection with this License Agreement shall be binding only if placed in writing and signed and dated by each party or an authorized representative of each party.

12. Assignment of Rights

The rights of each party under this License Agreement are personal to that party. Licensee and Licensor, and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

13. Notices

Notices under this License Agreement shall be forwarded to the following persons:

Joe Ervin, City Manager
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste. 203
South Lake Tahoe, Ca. 96150

Mary Johnson McCall
PMB: 64, Box 64, 102-64
1362 US Hwy 395 N Ste. 102
Gardnerville, Nv. 89410

In witness whereof, the parties have caused this License Agreement for the Years 2025, 2026 and 2027 be authorized and put on the City Council Agenda for April 22, 2025. *Licensor requires that each party have an "original" signed and executed document.*

By: Mary Johnson McCall DATED: 4/11/2025

MARY JOHNSON McCALL, Licensor

City of South Lake Tahoe Licensee

DATED: _____

Mayor Tamara Wallace

APPROVED AS TO FORM:

DATED: _____

Heather Stroud, City Attorney

ATTEST:

DATED: _____

Sue Blankenship, City Clerk

Received 3/4/25 John Stark DRAFT 3/4/2025 mmc

SUGGESTED

LONG-TERM LEASE AGREEMENT
BIJOU GOLF COURSE PARKING LOT
Years 2025 – 2055 (30 years)

This "Long-Term" Lease Agreement, Bijou Golf Course parking Lot, Years 2025 - 2055" is preceded approximately by the "Short-Term License To Use Agreement Bijou Golf Course Parking Lot" of the Year 2022 through Year 2024. Year 2024 concluded a thirty-eight (38) year public/private relationship regarding the operation of the Bijou Municipal Golf Course. The City of South Lake Tahoe, by and through its Parks and Recreation Administrator, John Stark, does seek a furthered public/private relationship.

Years 2025 – 2055 Lease Agreement

This Agreement is entered into this _____ day of _____, 2025, by and between the City of South Lake Tahoe, hereinafter referred to as "CITY" and the Bydand Unlimited Trust, Mary Anne Johnson McCall, Trustee; hereafter "McCALL".

RECITALS

WHEREAS, CITY is the owner of the property in South Lake Tahoe, California containing the nine (9) hole Bijou Golf Course, and

WHEREAS, McCALL is the owner of the adjacent property thereto which contains an area developed and used for vehicle parking in conjunction with said golf course, all as generally depicted on Exhibit "1", attached hereto, and

WHEREAS, CITY and McCALL desire to continue the lease arrangement for the Years 2025 through 2055, whereby the CITY leases said parking lot in connection with its operation of the Bijou Golf Course.

NOW, THEREFORE, for valuable consideration including the promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Term.

McCALL will lease the described parking lot to the CITY for the CITY's use in connection with its operation of the Bijou Golf Course, and public parking for golf customers solely during the summer seasonal period commencing on May 15th and ending on November 15th of YEARS 2025 through 2055 (30 years).

2. Rental.

CITY shall pay McCALL a minimum total annual rental fee of Thirty Thousand Dollars and No Cents ($30,000.00), payable in whole at the beginning of the term, no later than May 15th of each Year – 2025 through 2055 (30 years). (This payment policy has been agreeable and practiced in years past since 2013, approximately, making for easy bookkeeping for both the City and McCall).

EXHIBIT 1, PAGES 1 THRU 3. mmc

Further, a full accounting shall be made of all gross revenues, including all golf-related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage, without offset. If four percent (4%) of the total amount of said accounting exceeds the minimum total rental fee paid, the difference shall be paid to McCALL not later than November 30th of each Year 2025 through 2055; accompanied by a full report of the golf–related merchandise sales, pro fees, green fees, golf cart and golf club rentals, any other concessions, excluding food and beverage. (This presently **suggested** Agreement notes to any reader that CITY has not paid McCall any annual overage ever since she has owned the subject rental property, including an overage earned for the Year 2017.)

3. Leased Premises.

The leased premises included the developed parking area and access from Fairway Drive as more particularly shown on Exhibit "1"; submitted annually since 1983.

4. Use.

This lease is limited to CITY's use for parking of motor vehicles of patrons of the golf course only and for City motor vehicles during open hours. The leased area shall not be used for parking of City trucks, tractors or heavy equipment or storage uses. No temporary or permanent improvements shall be allowed without the prior written consent of McCALL. CITY will repair, keep clean and maintain the premises in good and serviceable condition and provide trash receptacles and service to the premises. In addition, CITY will provide two (2) trash receptacles off-premises and two (2) portable toilets, both suitable for use by men and women, including handicapped persons; allowing that one (1) portable toilet be placed at the clubhouse and one (1) portable toilet be placed an another convenient, feasible location at the location for use by patrons of the Bijou Golf Course, only. CITY will appropriately screen toilets adding rather than detracting from the scenic beauty of the leased premises.

5. Insurance and Indemnity.

CITY shall have full responsibility and liability as to any use of the premises during the rental period, and shall hold harmless and indemnify and defend McCALL against any claimed responsibility or liability of any sort arising in connection with use of the premises during the rental period to the maximum extent allowed by law. McCALL shall be covered by or obtain the benefit of the CITY's insurance pool to the optimum extent the CIT, as required legally and contractually by a public municipality in the State of California so as fully protect its public patrons and all CITY personnel, employees, and contractors while using or maintaining the leased premises. The City shall by this Agreement Year 2025, as in past Agreement years, provide an issuance of certificate of insurance by the CITY to McCALL by May 15th of each leased year.

6. Notices.

Notices under this lease shall be deemed given and received when delivered by private mail delivery; that is, Federal Express, or UPS, etc. addressed as follows:

Joe Irwin, City Manager
City of South Lake Tahoe
1901 Lisa Maloff Road, Suite 2023
(formerly aka 1901 Airport Road)
South Lake Tahoe, Ca.

Mary McCall
PMB: 64, Box 64, 102-64
1362 US HWY 395 N., Suite 102
Gardnerville, Nv. 89410

7. Entirety

This Agreement for the Years 2025 – Year 2055 constitutes the entire agreement between the parties concerning all matters contained herein and supersedes all previous oral and written communications, discussions and agreements of any type with regard to the leased property.

8. Jurisdiction and Venue.

This lease agreement and all matters relating to it shall be governed by the laws of the State of California and the United States of America.

In witness whereof, the parties have caused this Agreement for Years 2025 - 2055 to be executed on the date first written above.

City of South Lake Tahoe

By: _____
Mayor,

Approved as to form:

Attest:

_____
Heather Stroud
City Attorney

_____
Susan Blankenship
City Clerk

_____
Mary Anne Johnson McCall, Trustee
Bydand Unlimited Trust

Approved as to form:

_____
Attorney for Mary Anne Johnson McCall



EXHIBIT 2, PAGES 1 and 2 mme 4/9/2025

PAGE 1 of 2

POR. S 1/2 SEC. 33., T.13N., R.18E., M.D.M.

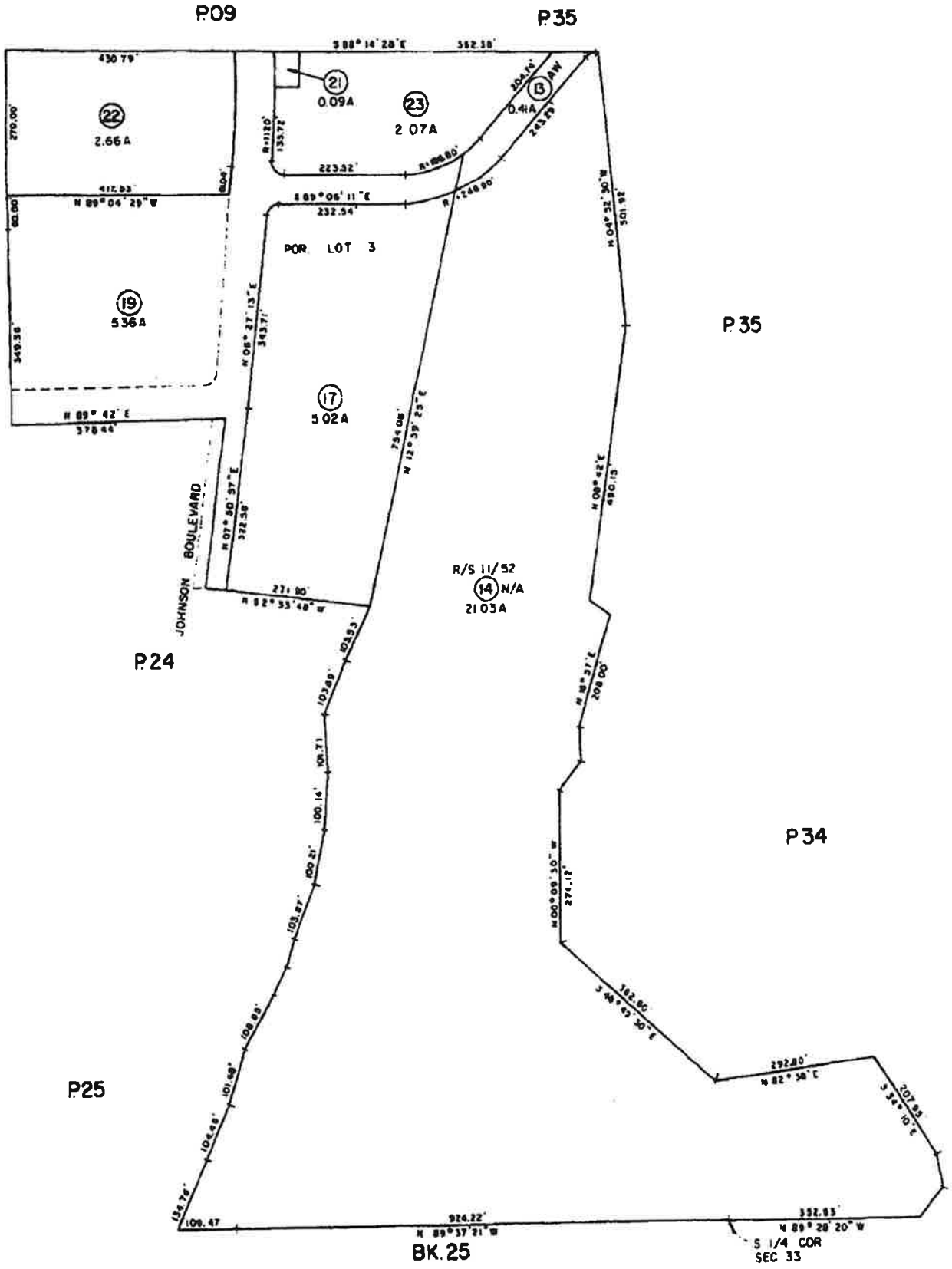


EXHIBIT 2, PAGES 1 and 2 mmc 4/9/2025

PAGE 2 of 2



LEGEND:

- AC PAVEMENT
- BUILDING FOOTPRINT
- WOOD DECK
- WOOD FENCE
- EDGE OF ROAD PAVEMENT
- ELECTRICAL METER
- MONUMENT FOUND AS NOTED
- APN — ASSESSORS PARCEL NUMBER
- EDCOR — EL DORADO COUNTY OFFICIAL RECORDS

NOTES:

1. FIELD SHOTS AROUND CLUBHOUSE WERE COLLECTED ON 11/30/22..
2. A SIGNIFICANT PORTION OF THE PARKING IMPROVEMENTS FOR THE CLUBHOUSE APPEAR TO LIE ON APN 027-180-017. AVAILABLE ON-LINE RECORDS INDICATE THAT THIS PARCEL BELONGS TO THE McCALL TRUST AND THE BYDAND UNLIMITED TRUST. NO TITLE REPORTS WERE PROVIDED TO R.E.Y. TO VERIFY CURRENT OWNERSHIP.
3. BOUNDARY LINE SHOWN WAS TAKEN FROM RECORD OF SURVEY BOOK 11, PAGE 52, EDCOR AND WAS VERIFED IN THE FIELD BY LOCATION OF MONUMENTS ALONG THE PERIMETER OF THE BOUNDARY.

SURVEYOR'S STATEMENT:

THIS TOPOGRAPHIC SURVEY WAS DONE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2022.

Carl C. de Baca — 12/05/2022

CARL R. C. de BACA, PLS 5854 — DATE

LICENSED LAND SURVEYOR · CARL R. C. de BACA · No. 5854 · STATE OF CALIFORNIA

Date: 12/05/2022
Scale: 1"=20'
Job No: 8195.1018
Prepared by: CRC
Reviewed by: SDG

No.	Revision Description	Checked By	Date
0	For Issue	CRC	12/05/2022

BIJOU GOLFCOURSE
CLUBHOUSE AREA
LOCATION SURVEY
PORTION OF PARCEL 11 RS 52 EDCOR

SOUTH LAKE TAHOE — COUNTY OF EL DORADO — CALIFORNIA

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 Sutter Street, Suite 200
Folsom, CA 95630
Phone: (916) 366-3040

0' 10' 20' 40'
SCALE: 1"=20'

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:15

Agenda Item: Ordinance Amending Chapter 8.05.170 (Permits to Reserve Portions of Park) of the South Lake Tahoe City Code to Establish a Commercial Use Permit (First Reading)

Executive Summary: Commercial entities have been charging a fee for activities, classes and meetings on park property without rental agreements or fitting within the purview of the special event guidelines. Staff proposes amending the City Code Section 8.05.170 Permits to Reserve Portions of Park to capture these type of commercial park uses to limit conflicts with other recreational users. The City desires to establish a Commercial Use Permit where the director or designee may issue a permit to any person desiring to use a portion of any City park for any commercial purpose defined as an activity, class or meeting where a fee to participate is charged.

Requested Action / Suggested Motions: 1) Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Chapter 8.05.170 (Permits to Reserve Portions of Park) establishing a permit for commercial use purposes and refer to second reading and adoption to May 20, 2025.

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

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

Attachments:

01-Staff Report - Parks and Recreation Commercial Use Ordinance.docx
02-Parks Commercial Use Ordinance (Redline).pdf
03-Ordinance- Parks & Recreation Commercial Use.docx

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

Meeting Date: May 6, 2025

Title: Amendments to Chapter 8.05.170 (Permits to Reserve Portions of Park) of the South Lake Tahoe City Code to Establish a Commercial Use Permit

Location: Citywide

Responsible Staff Member: John Stark, Director of Parks & Recreation, 530-307-9145

Background: Commercial entities are charging a fee for activities, classes and meetings on park property without rental agreements or fitting within the purview of the special event guidelines.

The City proposes amending the City Code Section 8.05.170 Permits to Reserve Portions of Park to capture these type of commercial park uses to limit conflicts with other recreational users. The City desires to establish a Commercial Use Permit where the director or designee may issue a permit to any person desiring to use a portion of any City park for any commercial purpose defined as an activity, class or meeting where a fee to participate is charged.

Any person desiring to reserve a portion of any city park for any activity, other than a special event, shall apply for a City of South Lake Tahoe facility use permit, in accordance with the following provisions:

A. Standards for Issuance. The director or designee may issue a permit hereunder when they find that the following standards have been met:

1. That the proposed activity or use of the park or facility will not unreasonably interfere with or detract from the general public enjoyment of the park.
2. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
3. That the proposed activity or use is not unreasonably anticipated to incite violence, crime or disorderly conduct.
4. That all required fees and charges have been paid for issuance of the permit.
5. That the park or facilities desired have not been reserved for other use at the day and hour required in the application.

B. Permits for Commercial Purposes. In addition to the standards set forth in subsection A, the director or designee may issue a permit to any person desiring to use a portion of any city park for any commercial purpose, defined as an activity, class, or meeting where a fee for admission is charged or any other activity from which monetary benefit is to be derived directly or indirectly, when they find that the following standards have been met:

1. The permitted use is non-exclusive.
2. No more than 50 participants or the number specified in the permit, whichever is less, are permitted during any activity, class, or meeting.
3. The permitted use will not use any structures or park equipment unless specified in the permit.
4. The permitted use may take place only during posted park hours.
5. The permittee may only conduct one activity, class, or meeting at a time.
6. The term of the permit shall not exceed six months.
7. The director or designee is authorized to include additional permit conditions to ensure that impacts to the park and other park patrons are minimized.

Permits will be issued for a six-month term for a fee of $50.

Issue and Discussion: Staff recommend Council pass an ordinance (Attachment 03) to amend City Code section 8.05.170 establishing a commercial use permit to provide oversight and limit recreation conflicts for commercial activities in parks.

Financial Implications:
Staff will contact commercial operators known to be using parks for commercial purposes as staff become aware of their activity and inform them of the commercial use permit requirement.

Environmental Considerations:
This ordinance is categorically exempt from review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15301 (existing facilities) and 15323 (normal operation of facilities for public gatherings).

Policy Implications:
The amended code will align with Strategic Plan priorities 2.2 Equitable Access: Promote equitable access to recreation for underserved, under-resourced populations and people with disabilities by implementing recreation programs for inclusion. Support active and healthy lifestyles and strive to develop parks in every neighborhood. Action Item 1: Create low-to no-cost recreation programs and access to recreation gear for qualified families to engage in outdoor recreation and education. Action Item 2: Evaluate opportunities to expand partnerships to promote health and wellness, combat childhood obesity and encourage healthy lifestyles.

8.05.170 Permits to reserve portions of park.

Any person desiring to reserve a portion of any city park for any activity, other than a special event, shall apply for a city of South Lake Tahoe facility use permit, in accordance with the following provisions:

A. Standards for Issuance. The director or ~~his/her~~ designee may issue a permit hereunder when ~~he or she~~they find~~s~~ that the following standards have been met:

1. That the proposed activity or use of the park or facility will not unreasonably interfere with or detract from the general public enjoyment of the park.

2. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.

3. That the proposed activity or use is not unreasonably anticipated to incite violence, crime or disorderly conduct.

4. That all required fees and charges have been paid for issuance of the permit.

5. That the park or facilities desired have not been reserved for other use at the day and hour required in the application.

B. Permits for Commercial Purposes. In addition to the standards set forth in subsection A, the director or designee may issue a permit to any person desiring to use a portion of any city park for any commercial purpose, defined as an activity, class, or meeting where a fee for admission is charged or any other activity from which monetary benefit is to be derived directly or indirectly, when they find that the following standards have been met:

1. The permitted use is non-exclusive.

2. No more than 50 participants or the number specified in the permit, whichever is less, are permitted during any activity, class, or meeting.

3. The permitted use will not use any structures or park equipment unless specified in the permit.

4. The permitted use may take place only during posted park hours.

5. The permittee may only conduct one activity, class, or meeting at a time.

6. The term of the permit shall not exceed six months.

7. The director or designee is authorized to include additional permit conditions to ensure that impacts to the park and other park patrons are minimized.

B. Effect of Facility Use Permit. The person or persons to whom a permit is issued shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in such permits.

C. Liability of Permittee. The person or persons to whom a permit is issued shall be liable for any loss, damage or injury sustained by the city or any person arising out of, resulting from, or in any way connected to the permit and/or the sale, possession and consumption of alcohol.

D. Revocation. The director or his/her designee shall have the authority to revoke a permit upon a determination that a violation of any rule or ordinance has been committed, or upon good cause shown.

E. Exceptions. The preceding provisions shall not apply to special events in city parks, which are instead subject to the requirements of SLTCC 6.55.230. ~~Any person desiring to reserve a portion of a park for an activity which constitutes a special event pursuant to the city's approved special event guidelines or the Lakeview Commons special event guidelines shall adhere to said guidelines for all purposes related to the special event.~~

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

May 20, 2025

An Ordinance Amending South Lake Tahoe City Code Section 8.05.170 Permits to Reserve Portions of Park & Permits for Commercial Purposes

FINDINGS

A. The City is aware of different commercial entities charging a fee for activities, classes and meetings on park property without rental agreements or fitting within the purview of the special event guidelines.

B. The City proposes amending the City Code Section 8.05.170 Permits to Reserve Portions of Park to capture these type of commercial park uses to limit conflicts with other recreational users.

C. The City desires to establish the ability to offer a Commercial Use Permit where the director or designee may issue a permit to any person desiring to use a portion of any City park for any commercial purpose defined as an activity, class or meeting where a fee to participate is charged outlined in subsection B Permits for Commercial Purposes below.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Section 8.05.170 Permits to Reserve Portions of Park shall be amended to read in its entirety as follows:

8.05.170 Permits to Reserve Portions of Park.

Any person desiring to reserve a portion of any city park for any activity, other than a special event, shall apply for a City of South Lake Tahoe facility use permit, in accordance with the following provisions:

A. Standards for Issuance. The director or designee may issue a permit hereunder when they find that the following standards have been met:

1. That the proposed activity or use of the park or facility will not unreasonably interfere with or detract from the general public enjoyment of the park.

2. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.

3. That the proposed activity or use is not unreasonably anticipated to incite violence, crime or disorderly conduct.

4. That all required fees and charges have been paid for issuance of the permit.

5. That the park or facilities desired have not been reserved for other use at the day and hour required in the application.

B. Permits for Commercial Purposes. In addition to the standards set forth in subsection A, the director or designee may issue a permit to any person desiring to use a portion of any city park for any commercial purpose, defined as an activity, class, or meeting where a fee for admission is charged or any other activity from which monetary benefit is to be derived directly or indirectly, when they find that the following standards have been met:

1. The permitted use is non-exclusive.

2. No more than 50 participants or the number specified in the permit, whichever is less, are permitted during any activity, class, or meeting.

3. The permitted use will not use any structures or park equipment unless specified in the permit.

4. The permitted use may take place only during posted park hours.

5. The permittee may only conduct one activity, class, or meeting at a time.

6. The term of the permit shall not exceed six months.

7. The director or designee is authorized to include additional permit conditions to ensure that impacts to the park and other park patrons are minimized.

C. Effect of Facility Use Permit. The person or persons to whom a permit is issued shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in such permits.

D. Liability of Permittee. The person or persons to whom a permit is issued shall be liable for any loss, damage or injury sustained by the city or any person arising out of, resulting from, or in any way connected to the permit and/or the sale, possession and consumption of alcohol.

E. Revocation. The director or his/her designee shall have the authority to revoke a permit upon a determination that a violation of any rule or ordinance has been committed, or upon good cause shown.

F. Exceptions. The preceding provisions shall not apply to special events in city parks, which are instead subject to the requirements of SLTCC 6.55.230.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subjection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City 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 thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on May 20, 2025, by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #: 16

Agenda Item: Stateline Transit Center Parking Enforcement Authorization Ordinance (First Reading)

Executive Summary: This item is an amendment to the City Code authorizing parking restrictions in municipal off-street parking facilities and a resolution authorizing the existing parking restriction zones at the Stateline Transit Center including new signage and enforcement authority.

Requested Action / Suggested Motions: 1) Pass a Motion to hold a first reading (by title only) of an Ordinance amending Article VII of Chapter 4.25 of the South Lake Tahoe City Code to add Section 4.25.607 authorizing City Council, by resolution, to establish certain parking prohibitions, restrictions, and regulations at municipal off-street parking facilities and refer to a second reading and adoption to the May 6, 2025 meeting; and, 2) Pass a Resolution establishing parking prohibitions, restrictions, and regulations for the Stateline Transit Center.

Responsible Staff Member: David Stevenson, Police Chief, and Anush Nejad, Director of Public Works

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

Attachments:

01-STAFF REPORT-Stateline Transit Center.docx
02 - Ordinance to Amend Off Street Parking.docx
03 - Resolution Offsite Parking Stateline Transit.docx
04 - Transit Center Parking Map (Exh. A to Reso).pdf

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

Meeting Date: May 6, 2025

Title: Stateline Transit Center Signage and Parking

Location: Citywide

Responsible Staff Members: David Stevenson, Police Chief

Background: The City owns the Stateline Transit Center which is located at 4114 Lake Tahoe Blvd. The transit center was completed in 2004. In 2004 the City entered into a parking agreement with Cecil's, LLC to lease the 5th bay of the Transit Center to use as 6 parking spaces (they continue to pay $600/month ($100/space) for these spaces). In 2014 The City leased the Transit Center to the Tahoe Transportation District (TTD) for use as a bus stop. The City is responsible for parking enforcement at the Transit Center and on Transit Way.

Issue and Discussion: The signage in the Transit Center and Transit Way is old and has outdated City Code sections listed as the parking enforcement authority. This has made parking enforcement problematic. Currently, police department staff are unable to issue parking citations for vehicles parked illegally in the Transit Center or on Transit way. The signage needs to be updated with current City Code authorities to allow for parking enforcement. In addition, the City Code needs to be updated to authorize the City Council to establish parking restrictions generally by resolution at City off-street parking facilities.

To establish authority for parking enforcement, staff has prepared an Ordinance to amend Article VII of Chapter 4.25 of the South Lake Tahoe City Code to add Section 4.25.607 authorizing City Council, by resolution, to establish certain parking prohibitions, restrictions, and regulations at municipal off-street parking facilities (As authorized by California Vehicle Code Section 22519).

In addition to the Ordinance, staff has prepared a resolution authorizing the no parking zones, loading zones, and permit parking at the Stateline Transit Center and enforcement of these restrictions once appropriate signage is installed.

The above resolution would allow the Police Department in conjunction with Public Works to maintain the current configuration and parking designations at the Stateline Transit Center with installation of updated signage to ensure the current parking designations for no parking, loading zones, and permit parking are enforceable.

On Thursday January 23, 2025, Chief Stevenson met with TTD Executive Director, Jim Marino. Mr. Marino was supportive of updating signage for parking enforcement.

Financial Implications: The estimate for 12 new signs is approximately $3,000 ($250/sign) and $100 for yellow paint for a total of $3,100.00. This will be paid for by existing department budget.
.

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

Policy Implications: This project is consistent with the City’s Strategic Plan including priority 1.4, Transportation, and priority 5.1 Public Safety - Action Item 7, parking enforcement in high visitor areas.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe City Council

May 20, 2025

An Ordinance Amending Article VII (Parking Garage Facility Regulations) of Chapter 4.25 (Motor Vehicles and Traffic) of Title 4 of the South Lake Tahoe City Code to Add Section 4.25.607 to Provide Authority to Establish No Parking Zones, Loading Zones, Permit Parking, and Restrictions on Overnight Parking in Municipal Off-Street Parking Facilities

FINDINGS

A. California Vehicle Code section 22519 authorizes local authorities, by ordinance or resolution, to prohibit, restrict, or regulate the parking, stopping, or standing of vehicles on any off-street parking facility which the local authority owns or operates, once signs giving notice of such restrictions have been erected.

B. The Police Department desires to establish clear authority to enforce parking restrictions currently marked and signed at various municipal off-street parking facilities including the Stateline Transit Center, Parking Garage at 1 Bellamy Way, and parking lot at 3069 Harrison Avenue, and the establish authority to create additional parking restriction at municipal off-street parking facilities in the future by resolution.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Article VII (Parking Garage Facility Regulations) of Chapter 4.25 (Motor Vehicles and Traffic) of Title 4 (Police/Code Enforcement) of the South Lake Tahoe City Code is amended to read in its entirety as follows:

Article VII. Municipal Off-Street Parking Facility Regulations

4.25.580 Purpose.
This article is adopted for the purpose of regulating municipal off-street parking facilities, defined as city-owned and operated parking lots, facilities, and garages. No person shall park any vehicle in any parking space on any municipal off-street parking facility except as permitted by this article.

4.25.590 Payment required.
When parking on a municipal off-street parking facility is regulated and controlled by a parking revenue control system, it shall be unlawful for the operator of any vehicle parked on such municipal

off-street parking facility to fail, neglect, or refuse to pay the parking charges established for such municipal off-street parking facility.

4.25.600 Parking within parking spaces.
Parking spaces on municipal off-street parking facilities shall be designated by lines or other appropriate markings. When parking spaces are so designated, it shall be unlawful for the operator of any vehicle to stop, stand, or park said vehicle other than in a regularly designated parking space, across any such line or marking, or in such position that said vehicle shall not be entirely within the area so designated as a parking space except upon the direction of a parking lot attendant. No vehicle shall be parked, stopped or shall stand either wholly or partially in any driveway of any municipal off-street parking facility or in any manner which shall obstruct or interfere with the free movement of vehicles in such driveway or in any manner so as to obstruct or otherwise prevent or interfere with ingress to or egress from any regularly designated parking space except on the direction of a parking lot attendant.

No vehicle shall be backed into any diagonal or angle parking space or placed into any diagonal or angle parking space so that the vehicle is facing the opposite direction of the general traffic pattern for the street or parking lot or is facing the travel portion of the street, alley, or lot providing access to the parking space.

[*Note: 4.25.605 (Electric Vehicle Charging Stations) is being added by a separate ordinance scheduled for a second reading on April 22, 2025*]

4.25.607 Parking prohibitions, restrictions and regulations.

A. No parking zones. No person shall park in an area of any municipal off-street parking facility where a prohibition on parking is so designated by ordinance or resolution of city council upon posting of signage indicating such prohibition.

B. Loading zones. No person shall park in a parking space for more than thirty (30) minutes within any municipal off-street parking facility designated as a loading zone by ordinance or resolution of the city council upon posting of signage indicating such time restriction.

C. Permit parking. No person without a permit shall park in a parking space within any municipal off-street parking facility designated for permit parking only by ordinance or resolution of the city council upon posting of signage indicating such restriction.

D. Overnight parking. No person shall park overnight in any municipal off-street parking facility where a prohibition on overnight parking is so designated by ordinance or resolution of city council upon posting of signage indicating such prohibition.

4.25.610 Weight and size limitations on vehicles.
No person shall stop, stand or park any vehicles exceeding a gross maximum weight limit of three tons or exceeding either 22 feet in length or eight feet in width in any parking garage owned or operated by the city.

4.25.620 Use of entrance and exit.
It shall be unlawful for any person to enter any municipal off-street parking facility over any area or driveway or the portion of any curb which is not marked with the word “Entrance” or otherwise indicated by arrows, signs, or words to be a driveway or place for entering of such facility.

It shall be unlawful for any person to move any vehicle from any such facility into any public way or area except over an area marked with the word “Exit” or otherwise indicated by arrows, signs, or words to be a driveway or place for leaving of such parking lot, facility or garage.

4.25.630 Speed of vehicles.
It shall be unlawful for any person to move any vehicle on a municipal off-street parking facility at any speed exceeding 10 miles per hour.

4.25.640 Prohibited use.
No person shall ride or propel any bicycle, snowboard, skis, skateboard, roller skates, scooter, wagon or other similar nonmotorized vehicle in any municipal off-street parking facility. Persons riding or propelling baby carriages, strollers or other similar vehicles for transportation of young persons, wheelchairs or other similar vehicles for transportation of persons with disabilities, or shopping carts or other similar vehicles used to transport goods or equipment shall be exempt from this regulation while riding or propelling such vehicles to and from their motor vehicles within said facility.

4.25.650 Penalty.
Any person violating the provisions of this article shall be guilty of an infraction and upon conviction thereof shall be punished by a fine of not less than $50.00 or a greater amount set by resolution of the city council.

4.25.660 Citations.
Any officer of the police department or parking control officer may issue a citation to the owner or driver of any vehicle at a municipal off-street parking facility in violation of any of the provisions of this article in the same manner and in accordance with the same procedure and with the same effect as citations are issued for traffic or parking violations pursuant to the provisions of this article.

4.25.670 Removal of vehicles authorized.
When appropriate signs or markings are in place giving notice, any officer of the police department or parking control officer is hereby authorized to remove or cause to be removed any vehicle that is stopped, standing or parked on any municipal off-street parking facility in violation of this article. The procedure for removal or impounding of vehicles shall be as provided in Sections 22850 through 22856 of the California Vehicle Code, as may be amended.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Council finds that adoption of the proposed Ordinance is not a project requiring environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because the Ordinance is general policy and procedure making related to enforcement of parking regulations.

Adopted by the City of South Lake Tahoe City Council on May 20, 2025 by the following vote:

Yes:
No:

Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading: May 6, 2025
Published:
Second Reading:
Effective:

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

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe City Council

May 6, 2025

Establishing Parking Prohibitions, Restrictions, and Regulations for the Stateline Transit Center

BACKGROUND

A. On May 6, 2025, City Council held a first reading (by title only) and referred second reading to May 20, 2025, of an Ordinance to amend Article VII of Chapter 4.25 of the South Lake Tahoe City Code to add Section 4.25.607 authorizing City Council, by resolution, to establish certain parking prohibitions, restrictions, and regulations at municipal off-street parking facilities as authorized by California Vehicle Code section 22519.

B. Under South Lake Tahoe City Code section 4.25.607 and California Vehicle Code section 22519, the City Council is authorized to establish by resolution no parking zones, loading zones, and permit parking within municipal off-street parking facilities, including city-owned and operated lots, and enforce these restrictions once appropriate signage is installed.

C. The Police Department desires to maintain the current configuration and parking designations at the Stateline Transit Center including Transit Way, but recommends that City Council adopt this resolution such that appropriate signage can be installed to ensure the current parking designations for no parking, loading zones, and permit parking are enforceable.

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

1. Establishes the following parking prohibitions, restrictions, and regulations for the Stateline Transit Center (4114 Lake Tahoe Blvd.), as depicted on the site plan attached hereto as Exhibit “A”:

    a. No parking zone through the entire Stateline Transit Center as shown in Exhibit A, excluding the permit parking zone and loading zones.

    b. 30 minute loading zone located along the East curbline of Transit Way beginning approximately 179’ South of the South curbline prolongation of US Hwy 50 and ending

263’ South of the South curbline prolongation of US Hwy 50; and a second 30 minute loading zone approximately 63’8” along the East curb line of the bus stop island directly adjacent to Transit Way

c. Permit parking only zone (approximately 6 spaces) inside the last (East side) bus bay.

2. Declares that this resolution shall become effective upon the effective date of the Ordinance Amending Article VII of Chapter 4.25 of the South Lake Tahoe City Code to add Section 4.25.607 authorizing City Council, by resolution, to establish certain parking prohibitions, restrictions, and regulations at municipal off-street parking facilities.

Adopted by the City of South Lake Tahoe City Council on May 6, 2025, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

Exhibit A

Stateline Transit Center Parking Restrictions

Google Maps



Imagery ©2025 Google, Imagery ©2025 Airbus, Map data ©2025 20 ft

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #:17

Agenda Item: Pioneer Trail Pedestrian Improvement Project Phase II: Construction Contract with B&M Civil LLC, Amendment to Agreement with CDM Smith for Engineering Services During Construction, and Accepting and Appropriating Grant Funding

Executive Summary: The Public Works Department is recommending the award of the Pioneer Trail Pedestrian Improvements Ph II project contract to B&M Civil LLC. They are also recommending to accept and appropriate grant funding to the project account., confirm and execute other internal balance transfers as shown in the Resolution., and accept Amendment 6 to CDM Smith PSA (C-009-2019).

Requested Action / Suggested Motions: Either: (1) Pass a Resolution: a) Authorizing and directing the Mayor to execute Construction Contract with B&M Civil LLC for $6,344,383, plus a 10% Construction Contingency of $634,436; b) Authorizing and directing the Mayor to execute Amendment No. 6 to Agreement with CDM Smith for Engineering Services During Construction for an additional amount of $54,983.67 and a total amount not to exceed $615,396.39; c) Accepting and Appropriating grant funding of $1.2 million from Active Transportation Program, $1,551,000 from Congestion Mitigation and Air Quality, $606,000 from Surface Transportation Block Grant, and $714,984 from South Tahoe Public Utilities for In Lieu Fees; d) Transferring $1,050,000 of Measure S Undesignated Reserves and $915,898 from SB-1 funds; and e) Transferring $481,732 from James and Eloise Drainage Project; or (2) Pass a Motion to reject all bids and direct staff to re-bid the construction contract.

Responsible Staff Member: Stephen Anderjack, Project Manager

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

Attachments:

01-Staff Report-Pioneer Trail Ped Improvement Ph II Contract Award.docx
02-Resolution-Pioneer Trail Pedestrian Improvements Phase II.docx
03-B&M Civil LLC Construction Agreement.pdf
04-Amendment No. 6 to Agreement with CDM Smith Inc.pdf
05-Finance Letter.pdf
08-Willdan Memo.pdf
06-STPUD Reimbursment Agreement.pdf
07-FCC Bid Advisory.pdf
09-B&M Response Letter.pdf
10-CSLT GFE Eval.pdf
11-OCR GFE Eval.pdf
12-B&M Civil DBE Docs.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: May 6th, 2025

Title: Pioneer Trail Pedestrian Improvement Project Ph II Construction Contract Award to B&M Civil LLC.

Location: Pioner Trail between Larch Ave and Ski Run Blvd

Responsible Staff Member: Stephen Anderjack, Project Manager, 530-721-1102

Background: Pioneer Trail Pedestrian Upgrade Project, Phase 1 was constructed in 2015,which was located between the Pioneer Trail – Lake Tahoe Blvd intersection and ended at Larch Avenue. Project improvements included the construction of sidewalks and street lighting on both sides of Pioneer Trail. Comments from the public and members of the City Council indicated strong support for extending the pedestrian upgrades between Larch Avenue and Ski Run Blvd (Phase 2).

On March 19, 2019, the City Council approved a professional services agreement (C-009-2019) with CDM Smith, Inc. to perform engineering design, permitting, and preparation of 100% bid documents for the Pioneer Trail Pedestrian Upgrade Project, Phase 2.

The City of South Lake Tahoe Public Works Department, in partnership with the Tahoe Regional Planning Agency (TRPA) and the Tahoe Metropolitan Planning Organization (TMPO), sought and acquired grant funding to complete the second phase of the Pioneer Trail Pedestrian Upgrade Project. Design work started in the spring of 2019.

Multiple funding sources have been secured for the construction portion of this project. These grant funding sources include $1,200,000.00 of Active Transportation Program (ATP) state funding, $1,551,000.00 of Congestion Mitigation and Air Quality (CMAQ) federal funding, and $606,000.00 of Surface Transportation Block Grant (STBG) federal funding. A portion of the work on this project also involves the abandonment of STPUD facilities in order to not disturb the new infrastructure post-construction. This abandonment work will be paid for by a reimbursement agreement with STPUD valued at $714,894.20.

Engineering design has been completed by CDM Smith. All necessary easements for the project have been acquired. The project has received Right of Way Certification and CON E-76 Authorization from Caltrans in order to appropriate the FHWA funding.

Issue and Discussion: The construction of the project was advertised on Planet Bids on February 11th 2025 and bids were publicly opened and read aloud on March 18, 2025 at the City Public Works Building. There were 49 prospective bidders, and the City received two bids. B&M Civil LLC was the apparent low bidder with a Total Base Bid price of $6,344,383. Martin Brothers, the second bidder, had a total Base Bid Price of $9,781,000. The Engineer's Estimate for the bid was $4,800,226.25.

Table 1 - Bid Results

Name of Contractor	Total Base Bid
B&M Civil LLC	$6,344,383
Martin Brothers Construction	$9,781,000

The Public Works Department is recommending award to the apparent low bidder, B&M Civil LLC, for this project.

In addition to awarding the construction contract to B&M the Public Works Department also recommends the approval of Amendment 6 to CDM Smith's engineering design PSA (C-009-2019). Amendment 6 includes the additional scope of construction design support, including Request for Information (RFI), Submittal, and Change Order reviews. The amendment also includes an increase to the surveying budget to obtain additional survey documentation for a permanent easement purchase.

Other Project Considerations:

On May 4, 2025, City Council received emails from the Foundation for Fair Contracting (FFC) containing a bid advisory on B&M Civil LLC (attachment 07_FCC Bid Advisory). Although it is not a bid protest since this entity was not a prospective bidder, staff has provided responses to FFC's allegations below:

- **Allegation:**

ONGOING VIOLATIONS OF PREVAILING WAGE LAWS RESULTING IN WAGE THEFT

B&M has numerous infractions/violations which have resulted in willful circumvention of the laws and regulations governing the payment of prevailing wages, including, but not limited to, violations resulting in wage theft and non-compliance with apprenticeship laws. B&M has engaged in this pattern of unlawful activity on various public works prevailing wage projects. Civil Wage and Penalty Assessments have been issued to B&M by the State of California, Division of Labor Standards Enforcement (DLSE), Labor Commissioner's office. Supporting documentation is attached for your review. Furthermore, B&M is currently under investigation by our offices in connection with issues provided below.

- Misclassifications resulting in underpayments.
- Failure to comply with overtime requirements.
- Failure to comply with apprenticeship requirements.
- Failing to report all workers on certified payrolls.

Staff Response:

The City has reviewed the allegation and understands it to be unfounded. Willdan monitors contractor's payrolls and interviews employees for all City CIP contracts and has found B&M Civil LLC to be in compliance with state laws on a past City CIP project, Lakeview ADA Upgrade. Refer to Willdan's supplementary memo (attachment 08_Willdan memo) providing an explanation of the direct experience with B&M Civil LLC's compliance throughout the Lakeview ADA Upgrade Project construction.

B&M Civil LLC has performed satisfactorily for Lakeview ADA Upgrade Project and staff recommends that the construction contract for Pioneer Trail Pedestrian Improvement Ph Project be awarded to B&M Civil, LLC.

- **Allegation:**

FAILURE TO COMPLY WITH BID SPECIFICATIONS/UNFAIR COMPETITIVE ADVANTAGE

B&M's base bid is in excess of 35% lower than all other bidders on this project. A large bid variance commonly indicates a failure to bid in accordance with the plans and specifications and/or account for the proper prevailing wage rate – including travel and subsistence. If awarded the project, change orders would be inevitable to complete the project in accordance with the specifications and/or prevailing wage laws/standards. This gives B&M an unfair advantage in its bidding practices against its competitors and puts the City of South Lake Tahoe a precarious legal position.

Staff Response:

Staff compared B&M Civil, LLC. bid to the other bid received (Martin Brothers Construction) and the Engineer's Estimate to determine if there were abnormal bid variances. It was determined that B&M Civil LLC's bid prices were closest to the Engineer's Estimate and did not have large variances that would provide reason to believe unnecessary change orders will occur nor raise concerns with prevailing wage laws/standards compliance.

- **Allegation:**

UNSAFE WORK ENVIRONMENT / OSHA VIOLATIONS RESULTING IN FINES ISSUED AND UPHELD

B&M has multiple safety infractions that have resulted in worker injuries leading to investigations and fines issued by OSHA. We have attached the detailed supporting documentation for your review

Staff Response:

B&M's past OSHA Violations and Safety issues have been remediated in a satisfactory manner as described in (attachment 09_B&M Response Letter).

- **Allegation:**

LITIGATION AND PRIVATE ATTORNEY GENERAL ACT (PAGA) LAWSUITS

B&M has a history of PAGA related lawsuits filed with the State of California, brought forth by workers who have been victims of wage theft. PAGA supporting documentation is attached for your review.

Staff Response:

The City has reviewed this allegation and understands it to be unfounded. B&M's response letter references one PAGA notice and this was resolved without funding fault or wrongdoing by B&M Civil LLC.

- **Allegation:**

FAILURE TO COMPLY WITH WORKFORCE DEVELOPMENT AND FORMAL APPRENTICESHIP PROGRAMS

B&M has not made a good faith effort to participate and invest in Local Workforce Development, nor have they participated in local hiring of workers in the community through formal and recognized pre-apprenticeship programs and formal apprenticeship programs for specific apprenticeable crafts. They have failed to request, employ, train, and pay the proper prevailing wages to apprentices.

Staff Response:

There was no Local Hire requirement or Good Faith Effort required for this contract, due to its FHWA funding.

Willdan, the City's consultant for labor compliance, oversaw the labor compliance aspects of the Lakeview ADA Upgrade Project of which B&M Civil, LLC was the prime contractor. Willdan has provided a supplementary memo (attachment 07_Willdan memo) further addressing concerns related to apprenticeship programs and B&M Civil LLC's compliance with the requirements during their past

contract with the City of South Lake Tahoe. B&M Civil LLC complied with Apprenticeship requirements for the Lakeview ADA project.

Disadvantaged Business Enterprise (DBE) Participation and Good Faith Effort (GFE)

The City has been awarded $2,157,000 in Federal Highway Administration Funding (CMAQ and STBG, see Table 3 below) grant. Federal grant goal includes Disadvantaged Business Enterprise (DBE) participation in federally funded projects. A goal of 19% was established for this project, based on Caltrans methodology. Contractors are required to submit a commitment to use DBE's for 19% of the total project value. If the contactor is unable to meet the DBE goal, a Good Faith Effort (GFE) can be provided, showing that the contractor has made all reasonable attempts to solicit DBE participation.

The apparent low bidder, B&M Civil LLC, committed to 0% DBE utilization for this project. They accompanied this commitment with a GFE. The City reviewed B&M's GFE and deemed it acceptable (Attachment 10_CSLT GFE Eval). Caltran's Office of Civil Rights (OCR) also reviewed the GFE and deemed it unacceptable (Attachment 11_OCR GFE Eval). The Local Assistance Procedures Manual (LAPM) contains the grant compliance guides for the federal funding. The LAPM states that the Local Agency is still able to award the contract to the apparent low bidder if Caltran's OCR does not accept the GFE, as long as the Local Agency has accepted the GFE. The LAPM does not clarify if awarding the contract against OCR's recommendation jeopardizes federal funding reimbursement. The Caltran's District 3 Local Assistance Engineer, verbally that this determination will not jeopardize the federal reimbursement, however if the project is audited in the future, it would be up to the auditors discretion if the GFE was acceptable and if not, the repayment of federal funds may be necessary.

El Dorado County has recently awarded three Public Works projects to contractor's who have had 0% DBE commitments and GFE's that have been rejected by Caltran's OCR. They have received reimbursement for the Federal Funding, however none of these three projects have been subject to an audit at this time.

The Public Works Department has reviewed the GFE provided and recommends award to B&M Civil LLC.

Financial Implications: In addition to the bid amount submitted by the contractor, the City typically allocates a 10% ($634,438.30) construction contingency for unforeseen costs associated with the Project. The City also utilizes professional consultant services to oversee labor compliance and to provide materials testing services for additional quality control. It is estimated that approximately $18,000 will be needed for a labor compliance specialist and $60,000 will be needed for materials testing.

The project will also utilize a full-time consultant inspector as the Public Works Department is not currently staffed sufficiently to inspect the project with internal resources. This inspection is estimated to cost $260,000 for the 2025 season. Lumos and Associates, Inc. was selected for this effort on a contingency based on the award of the construction project and budget appropriation.

Amendment 6 to CDM Smith's PSA also adds $55,000 to the project budget. Adding together the 10% construction contingency, labour compliance specialist, the materials testing consultant, full-time inspection cost, CDM Smith Amendment 6 and the bid from B&M Civil LLC, brings the total funds needed to construct the Project to $7,371,821.00 for the Base Bid.

Table 2 - Project Funding Recommendation

Construction Costs	***Amount***
B&M Civil LLC Construction Bid	$6,344,383.00
Construction Contingency of 10%	$634,438.30
Labor Compliance Specialist	$18,000.00
Materials Testing	$60,000.00
Full -time Inspection Services	$260,000.00
CDM Smith Amendment 6	$55,000.00
Total	**$7,371,821,30**

The Public Works Department is proposing to fund the project as shown in the table below, through the use of Measure S Undersigned Reserve funds and the re-allocation of CIP funding as shown

Table 3 – Funding Sources and Status of Funding

Funding Type	***Funding Status***	***Amount***
General Fund	Allocated In Project Account	$337,744.00
Active Transportation Program (ATP)	To be Accepted by City	$1,200,000.00
Congestion Mitigation and Air Quality (CMAQ)	To be Accepted by City	$1,551,000.00
Surface Transportation Block Grant (STBG)	To be Accepted by City	$606,000.00
South Tahoe Public Utility District (STPUD) Reimbursement	To be Accepted by City	$714,894.20
Measure S	Requesting Transfer from 301-50005	$361,000.00
SB-1 Road Maintenance and Rehabilitation Account (RMRA) Funding	Requesting Transfer from 301-50005	$554,898.00
James and Eloise Drainage Maintenance Project Funds (2)	Requesting Transfer from 301-40053	$481,732.00
Measure S Undesignated Reserve	Requesting Transfer	$1,050,000.00
Lake Tahoe Blvd Bike Trail Project Remaining Funds (1)	Transferred at Mid Year Budget Adjustment, from 301-50026	$515,045.98
	Total	**$7,372,314.18**

Notes:

1) Requesting transfer of existing construction funds allocated for James/Eloise Drainage Project. This project will be deferred to 2026 once the design is complete. Funding will be requested for the 2025-26 Capital Improvement Program

The Grant and STPUD Funding Sources shown in Table 3 have been allocated by their respective entities, however the City needs to accept the funding. The proposed internal transfers also cover the City's required local match of $247,407.90 for the Federal Grants.

Recommended Action

Pass Resolution to award the construction contract to B&M Civil LLC. Accept and appropriate grant funding to the project account. Confirm and execute other internal balance transfers as shown in the Resolution. Approve Amendment 6 to CDM Smith PSA (C-009-2019).

Environmental Considerations: This Project has already completed the CEQA permitting process. The City Planning Commission adopted and approved a Negative Declaration document for this Project at the September 12, 2019, meeting. (State Clearing House Number 2019079110) NEPA permitting was completed on October 15, 2019. The NEPA process was completed under a Categorical Exclusion as determined by Caltrans, who is the lead implementing agency. (CML 5398(13)) The Project is also a part of the TRPA Environmental Improvement Program (EIP) and has a TRPA EIP project permit.

Policy Implications: This Project is consistent with many of the City Council priorities for 2019 and beyond. The Project is a recreational and transportation improvement that will develop a new class I bicycle trail approximately 0.6 miles in length. This bike trail will also close an important gap in the South Shore trail system. The Project also encourages people to get out of their cars and to walk or ride their bikes, which is in line with Council's desire to combat climate change. Lastly, the Project will reconstruct some of the drainage infrastructure along Lake Tahoe Boulevard, which will extend the lifetime of the roadway and reduce required maintenance along this section of roadway.

Resolution 2025-XX

Adopted by the City of South Lake Tahoe
City Council

May 6, 2025

Awarding Pioneer Trail Pedestrian Improvement Project Ph II Construction Contract Award to B&M Civil LLC. Accepting ATP, CMAQ, STBG, and STPUD In Lieu Fee Funding, Transferring Measure S, SB-1, James and Eloise Drainage Replacement, Appropriating $1,050,000 from Measure S Sales Tax Fund Undesignated Reserves and Approving Amendment No. 6 to CDM Smith PSA (C-009-2019) for engineering design support during construction.

BACKGROUND

A. The City of South Lake Tahoe has designated the Pioneer Trail Pedestrian Improvement Project Phase II a viable and desired project.

B. The City has successfully applied for and has been awarded grant funding in the amount of $1,200,000 of Active Transportation Program (ATP) funds from the State of California Department of Transportation to perform the construction portion of this project.

C. The City has successfully applied for and has been awarded grant funding in the amount of $1,551,000 of Congestion Mitigation and Air Quality (CMAQ) funds from the Federal Highway Administration through the State of California Department of Transportation to perform the construction portion of this project.

D. The City has successfully applied for and has been awarded grant funding in the amount of $606,000 of Surface Transportation Block Grant (STBG) funds from the Federal Highway Administration through the State of California Department of Transportation to perform the construction portion of this project.

E. A portion of the project involves the abandonment of South Tahoe Public Utility District (STPUD) facilities. The costs associated with this work will be reimbursed through a reimbursement agreement with STPUD valued at $714,894.20. This reimbursement agreement has been approved by STPUD's Board of Directors.

F. Bids for this project have been opened and B&M Civil LLC is the apparent low bidder with a Total Contract Price of $6,344,383.00. The Public Works Department recommends awarding the contract to B&M Civil LLC.

G. CDM Smith was hired by the City as the Engineer of Record for the project under an engineering design PSA (C-009-2019). The Public Works Department is recommending approval of Amendment 6 to this design PSA for the addition of construction engineering services. This amendment is valued at $54,983.67.

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

1. Authorizes and directs the Mayor to execute the construction contract with B&M Civil LLC for $6,344,383, plus 10% Construction Continency in the amount of $634,436.
2. Authorizes and directs the Mayor to execute Amendment 6 to CDM Smith PSA (C-009-2019) for $54,983.67, for a not--exceed Contract Amount of $ 615,558.72.
3. Accepts $1,200,000 in Active Transportation Program funding for the Project into account 301-50024-33125.
4. Accepts $1,551,000 in Congestion Mitigation and Air Quality funding for the Project into account 301-50024-33119.
5. Accepts $606,000.00 in Surface Transportation Block Grant funding for the Project into account 301-50024-33126.
6. Accepts $714,984.20 in reimbursement from the South Tahoe Public Utility District for the Project into account 301-50024-36274.
7. Transfers $915,898.00 from Road Rehabilitation Construction Budget as indicated in the table below.
8. Transfers $481,732.00 from James/Eloise Drainage Project as indicated in the table below.
9. Appropriates $1,050,000 from Measure S Undesignated Reserve for the Project as indicated in the table below.
10. Appropriates funding into the existing CIP project fund account as follows:

Transfer From		Transfer To		
Name	Account	Name	Account	Amount
Road Rehab - CON - Measure S	301-50005-48030	Pioneer Trial PH II - CE	301-50024-48034	$ 260,000.00
Road Rehab - CON - Measure S	301-50005-48030	Pioneer Trial PH II - CON	301-50024-48030	$ 101,000.00
Road Rehab - CON - SB-1 RMRA	301-50005-48030	Pioneer Trial PH II - CON	301-50024-48030	$ 554,898.00
James and Eloise Drainage Maintenance	301-40053-48030	Pioneer Trial PH II - CON	301-50024-48030	$ 455,748.00
James and Eloise Drainage Maintenance	301-40053-48020	Pioneer Trial PH II - CON	301-50024-48030	$ 25,984.00
Measure S Undesignated Reserve	102-01511-50014	Pioneer Trial PH II - CON	301-50024-48030	$ 1,050,000.00

Adopted by the City of South Lake Tahoe City Council on May 6, 2025, by the following vote:

Yes:
No:
Abstain:
Absent:

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

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

Document 00500 - Agreement

City Of South Lake Tahoe

DEPARTMENT OF PUBLIC WORKS

Agreement

for

PIONEER TRAIL PEDESTRIAN IMPROVEMENTS PHASE II
PWC 301-50024
CITY BID NO. BN-24-50024-01
FEDERAL AID PROJECT NO. 5398(014)

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and _____, herein designated as "Contractor."

WITNESSETH, that the City and the Contractor, in consideration of the mutual covenants hereafter set forth, agree as follows:

ARTICLE 1 — THE WORK

Contractor agrees to furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, the **PIONEER TRAIL PEDESTRIAN IMPROVEMENTS PHASE II**, as required pursuant to the Contract Documents.

ARTICLE 2 — COMMENCEMENT AND COMPLETION

The Work to be performed under this Agreement shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents to achieve Final Completion of the Work (as

defined at Section 9.9 Special Provisions) within **182 calendar days** after the date commencement of the Work is authorized as set forth in the Notice to Proceed (the "Contract Time"). ***No grading or excavation or other land disturbance will be allowed between October 15th and May 1st; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Bid Documents.***

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, and pursuant to the Contract Documents, the City and the Contractor agree that as liquidated damages (but not as a penalty), the Contractor shall pay the City the sum of $4,200 for each calendar day beyond Substantial Completion and continuing until Bidder achieves Milestone #1, Substantial Completion (per Document 00100, Article 1.04.A.1), the Contractor shall pay the City the sum of $1,000 for each calendar day beyond that portion of the Contract Time within which the Bidder is required to achieve Milestone #2, Final Completion (per Document 00100, Article 1.04.A.2).

In accordance with the Contract Documents, including, without limitation Document 00400.4.2 ("Bid Proposal"), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay, if any, is [INSERT FROM BID PROPOSAL], the amount set forth by Contractor in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (i.e., payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project. Delay costs that may arise from Compensable Delay, if any, beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

ARTICLE 3 — CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept, in current funds for the performance of the Work pursuant to the Contract Documents, the Contract Sum for the completion of the Work in accordance with the Contract Documents as follows:

BASE BID SCHEDULE

Bid Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
General					
1	Mobilization and Demobilization	LS	1	$200,000.00	$200,000.00
2	Water Pollution Control	LS	1	$15,500.00	$15,500.00

3	Tree and Vegetation Protection	LS	1	$12,500.00	$12,500.00
4	Construction Staking	LS	1	$37,000.00	$37,000.00
5	Traffic Control	LS	1	$420,000.00	$420,000.00
6	Record Drawings	LS	1	$25,000.00	$25,000.00
Demolition					
7	Clearing and Grubbing	LS	1	$25,000.00	$25,000.00
8	Concrete Curb and Gutter Removal	LF	1349	$15.00	$20,235.00
9	Remove Concrete Pedestrian Ramp	SF	108	$15.00	$1,620.00
10	Remove Storm Drain Inlet	EA	4	$1,200.00	$4,800.00
11	Remove and Replace Existing Landscaping	LS	1	$15,000.00	$15,000.00
12	Tree Removal (14” to 24” Diameter)	EA	7	$1,200.00	$8,400.00
13	Tree Removal (Greater than 24" Diameter)	EA	7	$9,775.00	$68,425.00
Roadway & Drainage					
14	Rolled Concrete Curb and Gutter	LF	4155	$68.00	$282,540.00
15	Type A1 Barrier Curb (6-inch)	LF	111	$38.00	$4,218.00
16	Type A1 Barrier Curb (8-inch)	LF	128	$45.00	$5,760.00
17	AC Dike	LF	21	$100.00	$2,100.00
18	Concrete Pedestrian Ramp and Landing	SF	1333	$93.00	$123,969.00
19	AC Pavement - Sidewalks (3-inch AC/6-inch Cl 2 AB)	SF	21182	$16.00	$338,912.00
20	AC Pavement-Driveway Tie-ins within ROW (2-inch AC/4-inch Cl 2 AB)	SF	4846	$23.00	$111,458.00
21	AC Pavement - Driveway on Private Property (2-inch AC)	SF	1928	$10.00	$19,280
22	AC Pavement - Roadways (4-inch AC/12-inch Cl 2 AB	SF	101,833	$16.00	$1,629,328.00
23	Storm Drain Pipe (18")	LF	127	$290.00	$36,830.00
24	Storm Drain Pipe (15")	LF	81	$250.00	$20,250.00
25	Storm Drain Manhole (48")	EA	4	$12,500.00	$50,000.00
26	Storm Drain Manhole (60")	EA	1	$15,000.00	$15,000.00
27	Storm Drain Inlet	EA	10	$5,500.00	$55,000.00
28	Transverse Drain	EA	2	$5,000.00	$10,000.00
29	Reinforced Concrete Bus Shelter Pad	SF	306	$50.00	$15,300.00
30	Rock Slope Protection	SF	307	$110.00	$33,770.00
31	Roadway Striping, Limit Line (12” White)	LF	216	$6.00	$1,296.00

32	Roadway Striping (6" White)	LF	3720	$.50	$1,860.00
33	Roadway Striping (6" Dashed White)	LF	1002	$.50	$501.00
34	Roadway Striping (8" White)	LF	129	$1.25	$161.25
35	Roadway Striping (4" Double Yellow)	LF	2231	$1.25	$2,788.75
36	Roadway Striping (6" Diagonal White)	SF	296	$6.00	$1,776.00
37	Pavement Markings, Type IV (L) Arrow	EA	2	$125.00	$250.00
38	Pavement Markings, Type VII (R) Arrow	EA	2	$150.00	$300.00
39	Pavement Markings, Bike Symbol with Person	EA	10	$150.00	$1,500.00
40	Pavement Markings, Bike Lane Arrow	EA	10	$150.00	$1,500.00
41	Pavement Markings, "ONLY" Marking	EA	1	$250.00	$250.00
42	Pavement Markings, Continental Crosswalk	LF	79	$45.00	$3,555.00
43	Pavement Markings, Yield Triangles	EA	8	$100.00	$800.00
44	Markers and Snow Poles	EA	50	$190.00	$9,500.00
45	Relocate Existing Sign	EA	10	$1,375.00	$13,750.00
46	Place New Traffic Signs and Sign Posts	EA	10	$1,375.00	$13,750.00
Lighting & Electrical					
47	Electrical Service Connection	LS	1	$28,750.00	$28,750.00
48	Electrical Service Pedestal	LS	1	$28,750.00	$28,750.00
49	Electrical Improvements	LS	1	$831,420.00	$831,420.00
50	Lighting Pole and Luminaire	EA	48	$17,250.00	$828,000.00
Revegetation & Landscaping					
51	Revegetation Treatment Type 1 (TT1): Landscaped Areas	SF	5512	$5.00	$27,560.00
52	Revegetation Treatment Type 2 (TT2): Miscellaneous Disturbances	SF	19590	$3.00	$58,770.00
53	Landscape Boulders (36" to 48" Diameter)	EA	10	$3,200.00	$32,000.00
54	2-Year Revegetation Maintenance	EA	1	$36,000.00	$36,000.00
Utilities					
55	Pothole Existing Utility	EA	8	$1,500.00	$12,000.00
56	Adjust STPUD 12" Water Valve Cover to Grade	EA	12	$1,100.00	$13,200.00
57	Adjust STPUD 24" Sewer Manhole Cover to Grade	EA	12	$1,900.00	$22,800.00
58	Adjust STPUD Water Meter Cover to Grade (Service)	EA	2	$750.00	$1,500.00

59	Adjust STPUD Sewer Cleanout to Grade (Service)	EA	1	$750.00	$750.00
60	Relocate STPUD Fire Hydrant	EA	1	$16,000.00	$16,000.00
61	Adjust AT&T 24" Telephone Manhole Cover to Grade	EA	1	$2,500.00	$2,500.00
62	Adjust AT&T 30" Telephone Manhole Cover to Grade	EA	1	$2,750.00	$2,750.00
Hazardous Waste Management					
63	Soils Containing Aerially Deposited Lead	CY	100	$550.00	$55,000.00
STPUD Water and Sewer Relocations					
S1	Water and Sewer Surveying	LS	1	$60,000.00	$60,000.00
S2	Water and Sewer Pre-Layout Potholing	LS	1	$33,000.00	$33,000.00
S3	As- Directed Pothole	EA	6	$1,500.00	$9,000.00
S4	3/4-Inch Water Service	EA	6	$7,000.00	$42,000.00
S5	1-Inch Water Service	EA	2	$8,500.00	$17,000.00
S6	1 1/2-Inch Water Service	EA	1	$9,500.00	$9,500.00
S7	2-Inch Water Service	EA	3	$12,500.00	$37,500.00
S8	Fire Hydrant Installation	EA	1	$22,500.00	$22,500.00
S9	STA 14+65 Tie-In at dirt road (8" to 2")	LS	1	$35,000.00	$35,000.00
S10	STA 27+09 Tie-In at Wildwood (east, 8" to 6")	LS	1	$35,000.00	$35,000.00
S11	STA 27+65 Tie-In at Wildwood (west, 8" to 6")	LS	1	$35,000.00	$35,000.00
S12	STA 28+11 Tie-In at Markoffer (8" to 4")	LS	1	$35,000.00	$35,000.00
S13	STA 31+39 Tie-In at Keller (8" to 6")	LS	1	$35,000.00	$35,000.00
S14	Demolish Existing Fire Hydrants	EA	2	$7,500.00	$15,000.00
S15	Abandon Water Main Valves in Place	EA	8	$6,500.00	$52,000.00
S16	Remove Water Main Valve and Cap	EA	3	$7,500.00	$22,500.00
S17	Fill Abandoned Water and Sewer Pipes with Slurry	CY	35	$640.00	$22,400.00
S18	Sewer Main Flush Inlet	EA	1	$3,500.00	$3,500.00
S19	STA 27+63 Sewer Main Repair	LS	1	$25,000.00	$25,000.00
S20	STA 27+68 Sewer Main Repair	LS	1	$35,000.00	$35,000.00
S21	Abandon Sewer Manhole	EA	1	$15,000.00	$15,000.00
S22	STPUD Contingency Work/Unknown Conditions	LS	1	$30,000.00	$30,000.00
			GRAND TOTAL		**$6,284,383.00**

TOTAL CONTRACT SUM: $6,284,383.00

For the Total Contract Sum of **six million two hundred and eighty four thousand three hundred and eighty three** dollars and **zero** cents.

The above Total Contract Sum includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in the above schedule multiplied by the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with the Contract Documents.

ARTICLE 4 — PREVAILING WAGES

Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Attention is directed to the federal minimum wage rate requirements as predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rate determined by the Director of Industrial Relations for similar classifications of labor, the Contractor and Subcontractor(s) shall pay not less than the higher wage rate.

In compliance with Senate Bill 854 and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

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

ARTICLE 5 — CONTRACT DOCUMENTS

The Agreement includes and incorporates by reference the Contract Documents for the Project, which consists of the following documents:

(a) Notice to Bidders (Document 00100);

(b) Instructions to Bidders (Document 00200);

(c) Bid Proposal (Document 00400);

(d) Bidder's Bond (Document 00410);

(e) Designation of Subcontractors (Document 00420);

(f) Verification of Contractor and Subcontractor DIR Registration (00423)

(g) Self-Performance Declaration (Document 00425);

(h) Debarment and Suspension Certifications (Document 00430);

(i) Non-Collusion Declaration (Document 00432);

(j) Worker's Compensation Certification (Document 00435);

(k) Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440);

(l) Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450);

(m) Equal Employment Opportunity Certification (Document 00460);

(n) Non-Lobbying Certification (Document 00465);

(o) Disclosure of Lobbying Activities (Document 00466);

(p) Construction Contract DBE Commitment (Document 00471);

(q) DBE Information – Good Faith Efforts (Document 00475);

(r) Agreement (Document 00500);

(s) Payment Bond Form (Document 00610);

(t) Performance Bond Form (Document 00620);

(u) Sample Escrow Agreement for Security Deposits In Lieu of Retention (Document 00630);

(v) Warranty/Guaranty Form (Document 00635);

(w) Acknowledgment of City Code (Document 00640);

(x) Bid Document Certification (Document 00650);

(y) The Standard Specifications of the State of California, Department of Transportation, dated 2022; the Standard Plans of the State of California, Department of Transportation, dated 2022, and the South Lake Tahoe Public Improvement and Engineering Standards;

(z) Special Provisions (which incorporate by reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2022; the Standard Plans of the State of California, Department of Transportation, dated 2022, and the South Lake Tahoe Public Improvement and Engineering Standards) (Document 00700);

(aa) Supplemental Conditions (Document 00800), if any;

(bb) General Requirements, if any;

(cc) Construction Progress Documentation (Document 01300);

(dd) Technical Specifications;

(ee) Contract Drawings;

(ff) Addenda (numbers ___ to____, inclusive; and

(gg) Permits from other agencies as may be required by law.

Exhibits to this Agreement are enumerated as follows:

- Accepted Contractor's Bid attached hereto as Exhibit A;
- Escrow Bid Document Certification attached hereto as Exhibit B; and
- Insurance Certificates and Endorsements as Exhibit C.

ARTICLE 6 — WORKERS' COMPENSATION

Contractor shall take out and maintain during the life of the Agreement, adequate and sufficient workers' compensation insurance for all Contractor's employees employed at the site of improvements, and, if any Work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in Work under this contract at the site of the Project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

By its signature upon this Agreement, Contractor certifies that it has carefully reviewed and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of the labor Code. Contractor, as a condition precedent to the commencement of its Work pursuant to the Agreement, shall comply with such provisions.

ARTICLE 7 — INDEMNITY AND INSURANCE

To the fullest extent permitted by law, and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agents, the, the Architect/Engineer, the Project Manager and the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and as otherwise set forth in Contract Documents, including, without limitation, Section 7-1.05A of the Standard Specifications, as modified by Section 7.11 of the Special Provisions. The obligations of defense and indemnity set forth in this Article, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents. The obligations arising from this Article shall not be construed to negate,

abridge, or reduce other rights or obligations of indemnity (including all duties to defend), which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

Contractor shall maintain the insurance coverage described in Section 7-1.06 of the Standard Specifications, as modified by Section 7.12 of the Special Provisions, throughout the performance of the Agreement, including any maintenance, warranty and/or guaranty periods. This Agreement shall not be operative until evidence of such insurance has been provided to, and approved by, the City as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence Work at the Project until subcontractor provides evidence to Contractor and City that subcontractor has obtained insurance acceptable to the City.

ARTICLE 8 — NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the address listed below:

Notices required to be given to City:
City Engineer
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150-6251

Notices required to be given to Contractor:
_____
_____
_____
_____

Notices required to be given to any surety(ies):
_____
_____

ARTICLE 9 — MISCELLANEOUS

9.1 Terms. Terms used in this Agreement will have the meanings indicated in the Contract Documents.

9.2 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Successors and Assigns. City and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract

Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 South Lake Tahoe City Code. Contractor acknowledges that all pertinent provisions within the South Lake Tahoe City Code are incorporated by reference as though set forth in full herein, and, further, the failure of Contractor or any subcontractor, of any tier, to comply with any of its/their obligations under the Contract Documents, or the requirements of the South Lake Tahoe City Code, or any other applicable law, code, statute, or regulation, shall be deemed a material breach of the Agreement.

9.6 Third Party Beneficiary. Contractor expressly acknowledges the City's status as a third party beneficiary solely with respect to the performance to be rendered under each subcontract, of any tier, upon the Project, and, as a result, Contractor acknowledges that City possesses, *inter alia*, the rights enumerated within the South Lake Tahoe City Code as to the enforcement of obligations under subcontracts of any tier.

9.7 Regulatory Requirements. Contractor acknowledges that the Project is subject to requirements and regulations issued on behalf of various governmental and/or regulatory bodies, including, without limitation, the Lahontan Regional Water Quality Control Board and the Tahoe Regional Planning Agency, among others. Contractor agrees to fully and promptly comply with any and all requirements and regulations issued on behalf of such entities.

9.8 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of El Dorado, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of El Dorado, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

IN WITNESS HEREOF, the said City of South Lake Tahoe, State of California, has caused this Agreement to be executed by its Mayor in its behalf, and the said Contractor has signed this Agreement the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By _____
Tamara Wallace, City of South Lake Tahoe, State of California

Contractor: B&M Civil, LLC.

By: _____
Patrick Mullen, President

Business License No. 013513

ATTEST:

By _____
Susan Blankenship

City of South Lake Tahoe

APPROVED AS TO FORM:

By _____
Heather Stoud, City Attorney

City of South Lake Tahoe

END OF DOCUMENT 00500

Exhibit A
FHWA 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit B

Federal Prevailing Wage Rates

"General Decision Number: CA20250007 02/21/2025

Superseded General Decision Number: CA20240007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/07/2025
3	02/21/2025

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

ASBE0016-007 05/01/2024

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 34.56	11.40
AREA 2	$ 36.53	9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 49.62	41.27
(2) Remaining Counties	$ 45.60	38.99

BRCA0003-001 08/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 41.18	18.58

BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 52.76	25.01
AREA 2	$ 57.02	28.50

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 43.90	19.51
TERRAZZO WORKER/SETTER	$ 59.06	28.31

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE FINISHER		
Area 1	$ 35.00	17.44
Area 2	$ 34.76	19.22
Area 3	$ 37.75	19.28
Area 4	$ 35.78	19.23
Tile Layer		
Area 1	$ 55.55	21.08
Area 2	$ 55.17	22.52
Area 3	$ 59.92	22.62
Area 4	$ 56.79	22.54

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2023

	Rates	Fringes
MARBLE MASON	$ 60.20	28.82

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA,

SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		

Bridge Builder/Highway
Carpenter.....$ 60.39 33.52
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 54.66 33.52
Journeyman Carpenter.....$ 54.51 33.52
Millwright.....$ 57.01 35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 53.31	33.52
Journeyman Carpenter	$ 53.16	33.52
Millwright	$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

ELEC0180-001 06/01/2024

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 66.44	3%+27.84
ELECTRICIAN	$ 59.06	3%+27.83

ELEC0180-003 12/01/2023

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 29.35	3%+15.35
Sound & Communications Technician	$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)

Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 45.06	34.09
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2025

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 48.50	23.04

ZONE RATE:

70-90 miles - $10.00 per hour
91+ miles - $15.00 per hour

ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 59.17	32.04

ELEC0551-005 12/01/2024

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 51.59	28.20
Technician	$ 59.33	28.43

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2025

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.58	20.70

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 60.54	4.5%+22.15
(3) Tree Trimmer	$ 37.84	4.5%+14.30
(4) Line Equipment Man	$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen	$ 40.37	4.5%+14.30
(6) Groundman	$ 33.37	4.5%+14.30

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* ELEC1245-004 01/01/2025

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.71
(2) Equipment specialist (operates crawler		

tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....$ 53.30 22.26
(3) Groundman.....$ 40.76 21.76
(4) Powderman.....$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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* ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 84.05	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	$ 60.72	31.03

GROUP 2.....$ 59.19 31.03
GROUP 3.....$ 57.71 31.03
GROUP 4.....$ 56.33 31.03
GROUP 5.....$ 55.06 31.03
GROUP 6.....$ 53.74 31.03
GROUP 7.....$ 52.60 31.03
GROUP 8.....$ 51.46 31.03
GROUP 8-A.....$ 49.25 31.03

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1
Cranes.....$ 52.30 31.15
Oiler.....$ 43.79 31.15
Truck crane oiler.....$ 46.08 31.15
GROUP 2
Cranes.....$ 50.54 31.15
Oiler.....$ 42.83 31.15
Truck crane oiler.....$ 45.07 31.15
GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1	$ 56.82	31.03
GROUP 1-A	$ 49.99	31.15
GROUP 1A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller;

Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken

seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

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* IRON0118-012 01/01/2025

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER	$ 43.75	34.45

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* IRON0118-013 01/01/2025

AMADOR, BUTTE, COLUSA,EL DORADO, GLENN,MARIN, NAPA, NEVADA, PLACER,PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER	$ 50.70	35.15

LABO0067-003 07/01/2024

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties	$ 37.75	29.69
Remaining Counties	$ 36.75	29.69

LABO0067-005 01/01/2024

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		

Area A	$ 37.26	27.32
Area B	$ 36.26	27.32
Traffic Control Person I		
Area A	$ 37.56	27.32
Area B	$ 36.56	27.32
Traffic Control Person II		
Area A	$ 35.06	27.32
Area B	$ 34.06	27.32

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2023

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 37.54	25.55

LABO0261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.84	26.24

LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling

and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2023

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2024

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:
EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2024

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 56.28	29.94

PAIN0016-007 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:	$ 40.85	22.40

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 56.22	34.00

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* PAIN0567-001 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 36.87	15.82
Spray Painter & Paperhanger	$ 38.87	15.82

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.27	16.47

PAIN0567-010 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 42.79	16.12
(2) Steeplejack - Taper, over 40 ft with open space below	$ 44.29	16.12

PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 32.70	31.68
AREA 355: Marin	$ 36.73	31.68
AREA 355: Napa & Sonoma Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration		

Fitter)
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....$ 69.70 46.38
(2) All other work - NEW CONSTRUCTION RATE.....$ 82.00 48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

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* PLUM0228-001 01/01/2025

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 50.00	40.34

PLUM0343-001 07/01/2024

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 69.60	36.63

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 52.14	18.71

PLUM0355-001 07/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

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* PLUM0442-003 01/01/2025

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 55.95	37.64

PLUM0447-001 07/01/2024

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 64.37	29.25
Light Commercial Work	$ 53.08	23.52

ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 46.73	21.36

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* SFCA0483-003 01/01/2025

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 78.94	39.10

SFCA0669-003 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 48.65	28.56

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 47.85	41.90

SHEE0104-010 07/01/2020

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes

SHEET METAL WORKER (Metal
Decking and Siding only).....$ 44.45 35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 35.16	35.88
Mechanical Jobs over $200,000	$ 46.60	40.21

TEAM0094-001 07/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over;

Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that

the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

AMENDMENT No. 6 (C-xxx-2025) TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on March 19, 2019, between the City of South Lake Tahoe, a municipal corporation ("CITY") and CDM Smith, Inc. ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement (C-009-2019) are hereby amended to read as follows:

The following language is hereby added to the end of Section 1: Scope of Services.

Project, as described in **Amendment 6 – Exhibit A**, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place and in the manner specified in **Amendment 6 – Exhibit A** subject to the direction of the City. Consult shall have no power or authority by this Agreement to bind City in any respect.

Section 2 is hereby repealed in its entirety and replaced with the following language:

> Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than December 31st, 2025. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by December 31st, 2025 shall constitute a material breach of this Agreement as amended.

Section 3 is hereby repealed in its entirety and replaced with the following language:

> Section 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the
> Schedule set forth in Amendment No. 6 - Exhibit A, which is attached hereto and incorporated herein by reference. An additional amount of $54,983.67 is authorized under this amendment. In no event shall Consultant compensation for work completed under this Agreement exceed the sum of the original contract amount of $450,343.00 plus the additional fee of $75,511.00 (Amendment No. 3) and the additional fee of $34,558.72 (Amendment No. 5) and the additional fee of $54,983.67 (Amendment No. 6) for an amended total fee of $ 615,396.39 without authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

CITY OF SOUTH LAKE TAHOE

By: _____
Tamara Wallace, Mayor

CONSULTANT

By: _____
William Hurrell, Vice President
CDM Smith, Inc.

Business License # 32081

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

Exhibit A

Scope and Cost of Services

Amendment No. 6 Scope of Services

Presented below is CDM Smith's Scope of Work for Amendment 6 of the planning and design contract for the Pioneer Trail Pedestrian Improvement Project. Amendments 1 and 2 were previously executed to extend the schedule. Amendment 3 was executed to extend the schedule and add services including right-of-way acquisition support, pavement rehabilitation design, and electrical design changes. Amendment 4 was executed to extend the schedule through the end of June 2025. Amendment 5 was executed to fund the additional coordination with STPUD, development of an additional design submittal, and continued project management services. Amendment 6 is needed to extend the schedule and add professional services through the construction phase.

Task 1 – Project Management, Public Outreach, Public Meetings, and Coordination

Objectives

The contract term will be extended through December 31, 2025 to provide additional time for engineering services during the construction phase. Additional project management services will be provided through the 6-month time extension to complete the construction phases of the project.

Approach

CDM Smith will perform necessary project management including coordination with City staff to obtain required information and communicate problems or unanticipated conditions. The CDM Smith Project Manager will serve as the primary point of contact throughout the project and will be responsible for communications and for identifying and providing the necessary staffing and other resources to complete the work.

CDM Smith will provide monthly invoices showing personnel, hours worked, labor charges, and direct costs including backup documentation. A cover letter describing the work completed and progress will be included with each invoice.

Assumptions

- The contract period will be extended through December 31, 2025.

Deliverables

- Monthly invoices with progress reports during active working periods

Task 2 – Site Surveying

Objectives

A supplemental survey and legal description is needed in support of an easement acquisition on Parcel 029-405-009.

Approach

CDM Smith's surveying subcontractor, MAPCA will perform field surveys and office support to survey and map existing structures and points of ingress and egress and prepare an exhibit showing locations relative to the proposed permanent easement. MAPCA will prepare and updated legal description and

exhibit plat for the permanent easement with structures and driveways and prepare an additional exhibit plat showing the remainder of the parcel

Assumptions

- One parcel will be surveyed and mapped

Deliverables

- Supplemental survey, exhibits and legal descriptions

Tasks 3 through 12

No changes are included to the scope of work for these tasks.

Task 13 – Engineering Services during Construction

Objectives

Professional services during the construction phase of this project are required to address questions and provide design clarifications, review contractor submittals, support the City with construction change orders (CCOs), and develop record drawings to document the final constructed project conditions, The following activities are included under contract administration.

Approach

Task 13.1 - Respond to Requests for Information

CDM Smith will provide clarification and interpretation of drawings and specifications to the Contractor, City staff, regulators, and others. Questions may be submitted via emailed written requests for information (RFIs), or telephone calls. CDM Smith's activities will typically include receiving the request, researching the question(s), preparation of a written or verbal response, and documentation of response. CDM Smith will log design clarifications and RFIs. CDM Smith will log design clarifications and requests for information (RFIs).

Task 13.2 - Coordination of CCOs

CDM Smith will design, prepare and/or review CCO documentation, including a tracking log of potential CCOs and agreed-upon CCOs. Anticipated assignments may include assistance in preparing requests to the Contractor for proposals for extra or changed work; assistance in research of contract documents to determine if work proposed by Contractor for inclusion in a change order should be considered extra work for which a CCO is appropriate; preparation of cost estimates and review of contractor cost estimates. Preparation of small drawings, sketches, or specifications for extra or changed work items may be prepared under this task.

Task 13.3 – Provide Submittal Reviews

CDM Smith will provide submittal reviews as requested by the City. CDM Smith will log submittals, screen submittals, and determine their completeness before reviewing them. Submittals determined to be incomplete will be returned to the Contractor for additional preparation.

CDM Smith will review technical submittals and provide transmittals with comments, and recommendations as to review status category (e.g., no exceptions noted, amend and resubmit, rejected). Submittal review will determine if the items covered by the submittals will, after proper installation and incorporation in the work, conform to the requirements of the construction contract

documents and be compatible with the design concept of the completed project as a functioning whole. Submittal review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the construction contract documents) or to safety precautions or programs incident thereto. Substitutions of equipment, materials, or methods; and minor design changes proposed by the Contractor shall also be reviewed under this task.

Assumptions

- Duration of construction is assumed to be 60 working days (12 weeks), not including delays due to weather, fire, or other unforeseen events.
- The Construction Contractor is responsible for compliance with the State Construction General Permit, including the finalization and implementation of the project Stormwater Pollution Prevention Plan (SWPPP) and providing a Qualified SWPPP Developer and Practitioner (QSD/P).
- The Construction Contractor is responsible for compliance with the Migratory Bird Treaty Act.
- The City Inspector will be responsible for evaluating monthly progress payment requests from the Contractor and recommend appropriate payment by the City.
- Construction staking is not included in this scope of work.
- Construction materials testing is not included in this scope of work.
- The budget for this task assumes processing of up to 30 RFIs or design clarifications and 20 submittals.
- Cost assumes responding to a maximum of 10 CCOs.

Deliverables

- Review and response of up to 30 RFIs.
- Review and response of up to 20 construction submittals.
- Support and coordination for up to 10 CCOs.

Task 14 - Project Completion

Task 14.1 - Develop Record Drawings

CDM Smith will review the City's and Contractor's redline record drawing markups for general completeness and consistency. Incomplete information, inconsistencies, and other questions will be resolved prior to the drafting of the electronic record drawings. CDM Smith will develop a final set of Record Drawings based on red-line mark ups provided by the City and Contractor.

Task 14 Assumptions

- CDM Smith will develop a final set of record documents, based on redlines provided by the Contractor and the City's inspector.

Deliverables

- One electronic set of record drawings in AutoCAD and PDF format identifying changes to the design made during construction.

Task 15 – Construction Contingency

Task 15 provides a contingency budget for potential unforeseen conditions that are discovered during construction.

Task 15 Assumptions

- A contingency budget of approximately 10 percent is included for unforeseen conditions.

Pioneer Trail Pedestrian Improvements

Firm: CDM Smith **3/10/2025**

	Name/Role	Senior Officer	Senior Officer	Project Manager	Grade 7 Civil Engineer	Designer /Drafter	Planner	Staff Eng	Word Processing	Contract Admin.	Project Controls						
	Task											Hours Total	Labor Cost	Other Direct Costs	MAPCA*	Western Botanical*	Total Costs
1	**Project Mgt, Public Outreach, Meetings, and Coordination**																
1.1	Project Management	4.00	4.00	20.00	0.00					12.00	12.00	52.00	$ 12,320				12,320.12
2	Site Surveying														$ 3,197		3,197.25
3	**Hydrologic and Hydraulic Analysis**																
4	**Geotechnical Report**																
5	**Traffic Study**																
6	**Preliminary Plans (30 Percent)**																
7	**Environmental Documents**																
8	**Permission to Enter Agreements**																
9	**60 Percent Design PS&E and Draft Design Report**																
10	**90 Percent Design PS&E**																
11	**100 Percent Bid Documents**																
12	**Bid Assistance**																
13	Construction Engineering			12.00	60.00	16.00	4.00	4.00	8.00			104	$ 19,532	$ 5,000		$ 6,539	31,071.32
14	Record Drawings			2.00	16.00	32.00						50	$ 8,395				8,394.98
	Total Hours	**4**	**4**	**34**	**76**	**48**	**4**	**4**	**8**	**12**	**12**	**206**	**$ 40,247**	**$ 5,000**			**$54,983.67**

*Subconsultants include 5% de minimus indirect rate

Reimbursement Agreement
Between
City of South Lake Tahoe &
South Tahoe Public Utility District

This AGREEMENT, entered into effect on May 6 April 22, 2025, is between the City of South Lake Tahoe, a municipality of the State of California, referred to herein as "CITY," and the South Tahoe Public Utility District, referred to herein as "DISTRICT."

Recitals

1. CITY secured funding, prepared contract documents, will advertise, and intends to award and administer a construction contract for the approved work, to be completed by the lowest responsible bidder, for installation of improvements for the Pioneer Trail Pedestrian Improvement Ph II Project, PWC #30150024, referred to herein as "PROJECT."

2. DISTRICT owns and maintains sanitary sewer and potable water utility facilities within the limits of the PROJECT which require relocation and modifications to accommodate the PROJECT improvements, while continuing to meet their intended purpose as water and sewer utilities in conformance with applicable regulations, as shown on the PROJECT plans, identified by bid items, and referred to herein as "WORK."

3. DISTRICT prepared improvement plans titled, "2024 Pioneer Trail Water Service Relocation Project" for waterline abandonment and service line relocation in Pioneer Trail. The installation and removal of DISTRICT water facilities and relocations required as a part of the DISTRICT and City improvements will be included as part of the WORK.

4. DISTRICT hereby acknowledges review of PROJECT plans and contract specifications for the WORK and agrees in principal to the construction in the manner proposed.

5. DISTRICT agrees to pay the CITY for the approved WORK, on the basis of identified bid items for the PROJECT, which are incorporated by this reference and noted herein to this Agreement.

6. DISTRICT agrees to make payment to the CITY for the WORK performed on behalf of the DISTRICT.

7. The terms of this Agreement shall supersede any inconsistent terms of any prior agreement or Memorandum of Understanding relating to the WORK.

8. The parties define herein below the terms and conditions under which the WORK is to be financed, constructed, owned, operated, and maintained.

I. CITY Agrees:

1. To perform the WORK in accordance with the PROJECT plans in order to achieve its intended purpose.

2. All WORK performed by CITY or on its behalf by a licensed contractor, shall be monitored for compliance with the PROJECT plans and contract specifications by CITY personnel or designated representative.

3. To permit DISTRICT personnel to monitor, participate, and perform any additional quality assurance measures as deemed necessary for compliance of the WORK with DISTRICT standards and practices for the portion of the WORK that the CITY is performing for the DISTRICT.

4. Upon completion of the WORK and all work incidental thereto, to furnish the DISTRICT with a detailed statement of construction costs, the basis of which is identified bid items for the PROJECT subject to reimbursement from the DISTRICT.

5. To the extent that the guarantees or bonds required by the CITY's contracts for the PROJECT pertain to the WORK, the CITY agrees to enforce its rights thereunder in order to protect the DISTRICT'S interests in the sanitary sewer and potable water utility facilities.

6. After completion of the WORK, the CITY agrees to enforce any contractor or product manufacturer warranties or guarantees for the portion of the WORK that the CITY is performing for the DISTRICT for the benefit of the DISTRICT.

II. DISTRICT Agrees:

1. To reimburse the CITY for the WORK performed, as shown on the PROJECT plans and any additional work to the DISTRICT'S sanitary sewer and potable water utility systems that is found necessary during construction that is first approved in writing by the DISTRICT.

2. The reimbursement payment to the CITY will be within 30 days of receipt of a detailed statement of construction costs for the WORK; subsequent to final acceptance of the WORK by the DISTRICT and payment for the WORK by the CITY to its contractor.

3. To perform, at no cost to CITY, any additional quality assurance measures as DISTRICT deems necessary, beyond that which is currently scheduled for and identified in the PROJECT plans and contract specifications.

4. To accept ownership of the completed constructed WORK, operate and maintain the constructed facilities as part of the DISTRICT sanitary sewer and potable water utility systems.

5. To waive 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 (including, without limitation, attorney's and expert witness fees and other expenses of litigation) and causes of action of whatsoever character on account of loss or damage to the sanitary sewer and potable water utility facilities that are relocated or modified pursuant to this Agreement and as part of the WORK and loss of use thereof, or for bodily injury to or death of any persons (including, without limitation, property, employees, subcontractors, agents, and invitees of each party hereto) arising out of or in any way connected with the WORK, and arising from any cause whatsoever, including any passive negligence of the City and excepting only, and in direct proportion to, the active negligence of the City which is the proximate cause of the event giving rise to the claim or liability. Such waiver does not extend to the City's contractor and does not apply to other existing District sanitary sewer and potable water utility facilities within the area of the PROJECT that are not relocated or modified as part of the WORK.

III. Mutually Agreed:

1. Upon completion of the WORK to be performed by CITY in accordance with the PROJECT plans and contract specifications, the new sanitary sewer and potable water utilities shall become the property of the DISTRICT. Deviations from the PROJECT plans and contract specifications for the WORK, initiated by either the CITY or DISTRICT, shall be agreed upon by both parties hereto by Amendment.

2. Modifications to the WORK shall be mutually agreed upon by the parties to this Agreement and memorialized in an Amendment to this Agreement.

3. If the PROJECT, which precipitated this Agreement, is canceled or modified so as to eliminate the necessity of the WORK; the CITY will notify DISTRICT in writing and either party may then terminate this Agreement. The DISTRICT shall reimburse the CITY for any portion of the WORK completed prior to termination.

4. The CITY agrees to pay the contractor for work completed on the identified bid items, which are incorporated by this reference as the WORK, subject to reimbursement from the DISTRICT. Any changes in quantities of the bid items shall be agreed to by both the CITY and DISTRICT. The DISTRICT Engineering staff is authorized to approve up to 125% of the total WORK of the identified bid items herein which are based on the Unit Cost contract price for lowest responsible bidder for the PROJECT.

5. That the parties will be relieved of their respective duties and obligations hereunder if performance of this Agreement is prevented by the elements, natural disaster or acts of God, or if they are ordered or enjoined from performing hereunder by any court or regulatory agency having jurisdiction. Either party may discontinue performance of its duties and obligations hereunder if the other party breaches any term or condition of this Agreement.

6. That the PROJECT bid items (by No.) representing the WORK are as follows:

Item No.	Bid Item Description	Units	Est. Qty	Unit Price	% for Reimbursement	Amount
	Pioneer Trail Ph II Design					
1	CDM Smith Contract Amendment 5 Task 11.1	LS	1	$22,744.20	100	$22,744.20
	Pioneer Trail Ph II Base Project					
55	Pothole Existing Utility	EA	8	$1,500.00	100	$12,000.00
56	Adjust STPUD 12" Water Valve Cover to Grade	EA	12	$1,100.00	100	$13,200.00
57	Adjust STPUD 24" Sewer Manhole Cover to Grade	EA	12	$1,900.00	100	$22,800.00
58	Adjust STPUD Water Meter Cover to Grade (Service)	EA	2	$750.00	100	$1,500.00
59	Adjust STPUD Sewer Cleanout to Grade (Service)	EA	1	$750.00	100	$3,000.00
60	Relocate STPUD Fire Hydrant	EA	1	$16,000.00	100	$16,000.00
	Pioneer Trail Ph II STPUD Relocations					
S1	Water and Sewer Surveying	LS	1	$60,000.00	100	$60,000.00
S2	Water and Sewer Pre-Layout Potholing	LS	1	$33,000.00	100	$33,000.00
S3	As-Directed Pothole	EA	6	$1,500.00	100	$9,000.00
S4	¾" Water Service	EA	6	$7,000.00	100	$42,000.00
S5	1" Water Service	EA	2	$8,500.00	100	$17,000.00
S6	1 ½" Water Service	EA	1	$9,500.00	100	$9,500.00
S7	2" Water Service	EA	3	$12,500.00	100	$37,500.00
S8	Fire Hydrant Installation	EA	1	$22,500.00	100	$22,500.00
S9	STA 14+65 Tie-In at dirt road (8" to 2")	LS	1	$35,000.00	100	$35,000.00
S10	STA 27+09 Tie-In at Wildwood (east, 8" to 6")	LS	1	$35,000.00	100	$35,000.00
S11	STA 27+65 Tie-In at Wildwood (west, 8" to 6")	LS	1	$35,000.00	100	$35,000.00
S12	STA 28+11 Tie-In at Markoffer (8" to 4")	LS	1	$35,000.00	100	$35,000.00
S13	STA 31+39 Tie-In at Keller (8" to 6")	LS	1	$35,000.00	100	$35,000.00
S14	Demolish Existing Fire Hydrants	EA	2	$7,500.00	100	$15,000.00
S15	Abandon Water Main Valves in Place	EA	8	$6,500.00	100	$62,000.00
S16	Remove Water Main Valve and Cap	EA	3	$7,500.00	100	$22,500.00
S17	Fill Abandoned Water and Sewer Pipes with Slurry	CY	35	$640.00	100	$22,400.00

S18	Sewer Main Flush Inlet	EA	1	$3,500.00	100	$3,500.00
S19	STA 27+63 Sewer Main Repair	LS	1	$25,000.00	100	$25,000.00
S20	STA 27+68 Sewer Main Repair	LS	1	$35,000.00	100	$35,000.00
S21	Abandon Sewer Manhole	EA	1	$15,000.00	100	$15,000.00
S22	STPUD Contingency Work/Unknown Conditions	LS	1	$30,000.00	100	$30,000.00
----------STPUD REIMBURSABLE BASE BID SCHEDULE BID ITEMS----------						
				SUBTOTAL	**REIMBURSABLE**	**$714,894.20**

Contingency for changes in quantity (25%) $178,723.55

Maximum authorized reimbursement **$893,617.75**

IV General Provisions

1. 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.

2. If to CITY:
Anush Nejad
Director of Public Works
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Provide a copy to:
City Attorney
City of South Lake Tahoe
1901 Airport Road, Suite 300
South Lake Tahoe, CA 96150

If to DISTRICT
South Tahoe Public Utility District
Attn: Paul Hughes, General Manager
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

3. No 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.

4. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the CITY Manager and the DISTRICT General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.

5. 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.

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

7. 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.

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

9. 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.

10. Authority to Enter Agreement. CITY and DISTRICT have all requisite power and authority to conduct its business and to execute, deliver, and perform the WORK defined in this 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.

11. No Third party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party to this Agreement and the parties expressly disclaim any such third-party benefit.

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

Tamara Wallace, Mayor
City of South Lake Tahoe

Paul Hughes, General Manager
South Tahoe Public Utility District

APPROVED AS TO FORM:

Heather Stroud, City Attorney

ATTEST:

Susan Blankenship, City Clerk

ATTEST:

Melonie Guttry, Clerk of the Board

VIA EMAIL – **sanderjack@cityofslt.us**

April 4, 2025

Stephen Anderjack
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150

RE: BID ADVISORY

Low Bidder:	**B&M Civil LLC**
Awarding Agency:	**City of South Lake Tahoe**
Project:	**Pioneer Trail Pedestrian Improvements Phase II**
FFC Case No.:	**1751SAC**

Dear Stephen Anderjack:

The Foundation for Fair Contracting (FFC) is a nonprofit organization which has been serving the public interest since 1985. The objective of the FFC is, in-part, to monitor for compliance with prevailing wage laws pertaining to the construction industry, educate industry stakeholders, and ensure a fair and level playing field is present for all contractors. Unbalanced bids raise questions in regard to performance and compliance with the rules and regulations for the payment of prevailing wages, and the safety and well-being of the workforce. It further opens the question of excessive future change orders, the fairness to and rights of other bidders in the bidding process, and the intent of the bidding process in general.

In deference to all bidders and in order for the public interest to best be served, please enter this formal bid advisory against the above-noted contractor as a matter of public record. We respectfully request that B&M Civil LLC, formerly B&M Builders, Inc., (B&M) bid be rejected for the following reasons:

- **ONGOING VIOLATIONS OF PREVAILING WAGE LAWS RESULTING IN WAGE THEFT**
  B&M has numerous infractions/violations which have resulted in willful circumvention of the laws and regulations governing the payment of prevailing wages, including, but not limited to, violations resulting in wage theft and non-compliance with apprenticeship laws. B&M has engaged in this pattern of unlawful activity on various public works prevailing wage projects. Civil Wage and Penalty Assessments have been issued to B&M by the State of California, Division of Labor Standards Enforcement (DLSE), Labor Commissioner's office. Supporting documentation is attached for your review.

  Furthermore, B&M is currently under investigation by our offices in connection with issues provided below.

  - Misclassifications resulting in underpayments.
  - Failure to comply with overtime requirements.
  - Failure to comply with apprenticeship requirements.
  - Failing to report all workers on certified payrolls.

- **FAILURE TO COMPLY WITH BID SPECIFICATIONS/UNFAIR COMPETITIVE ADVANTAGE**
  B&M's base bid is in excess of 35% lower than all other bidders on this project. A large bid variance commonly indicates a failure to bid in accordance with the plans and specifications and/or account for the proper prevailing wage rate – including travel and subsistence. If awarded the project, change orders would be inevitable to complete the project in accordance with the specifications and/or prevailing wage laws/standards. This gives B&M an unfair advantage in its bidding practices against its competitors and puts the City of South Lake Tahoe a precarious legal position.

- **UNSAFE WORK ENVIRONMENT / OSHA VIOLATIONS RESULTING IN FINES ISSUED AND UPHELD**
  B&M has multiple safety infractions that have resulted in worker injuries leading to investigations and fines issued by OSHA. We have attached the detailed supporting documentation for your review.

- **LITIGATION AND PRIVATE ATTORNEY GENERAL ACT (PAGA) LAWSUITS**
  B&M has a history of PAGA related lawsuits filed with the State of California, brought forth by workers who have been victims of wage theft. PAGA supporting documentation is attached for your review.

- **FAILURE TO COMPLY WITH WORKFORCE DEVELOPMENT AND FORMAL APPRENTICESHIP PROGRAMS**
  B&M has not made a good faith effort to participate and invest in Local Workforce Development, nor have they participated in local hiring of workers in the community through formal and recognized pre-apprenticeship programs and formal apprenticeship programs for specific apprenticeable crafts. They have failed to request, employ, train, and pay the proper prevailing wages to apprentices.

Please contact our office with questions, comments, or clarifications.

Sincerely,



Jesse Jimenez
Executive Director
Case: 1751SAC

cc: City of South Lake Tahoe – Mayor and Councilmembers
Tamara Wallace – Email: twallace@cityofslt.us
Cody Bass – Email: cbass@cityofslt.us
Keith Roberts – Email: kroberts@cityofslt.us
Scott Robbins – Email: srobbins@cityofslt.us
David Jinkens – Email: djinkens@cityofslt.us

City of South Lake Tahoe – Director of Public Works
Anush Nejad – Email: anejad@cityofslt.us

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT
CERTIFICATION OF SERVICE BY MAIL
(C.C.P. 1013a) OR CERTIFIED MAIL

PLEASE MAIL / EMAIL RESPONSIVE RECORDS TO:

Susan Rust
srust@dir.ca.gov
2031 Howe Ave. Ste 100
Sacramento, CA 95825-0196

40-84153-678 THE CITY OF WEST SACRAMENTO 1110 WEST CAPITOL AVE WEST SACRAMENTO CA 95691 Documents 1, 2 and 6 only	40-84153-678 B&M BUILDERS INC 11330 SUNRISE PARK DR STE C RANCHO CORDOVA CA 95742 Documents 1, 3, 4, 5 and 6 only
   Documents 1, 3, 4, 5 and 6 only	

I, Cindy Truong, do hereby certify that I am a resident of or employed in the County of Los Angeles, over 18 years of age, and not a party to the within action, and that I am employed at and my business address is:

Division of Labor Standards Enforcement
Public Works Unit
1500 Hughes Way Ste C202
Long Beach, CA 90810-1882

On February 28, 2025, I served the within: (1) Notice of Investigation; (2) Request for Information, Awarding Body; (3) Request for Payroll Records; (4) Statement of Employer Payments; (5) Public Works Payroll Reporting Form A1-131; and (6) Notice of Apprenticeship Compliance by placing a true copy thereof in an envelope addressed to the above boxes as follows, and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid, and then depositing it in the United States mail in Long Beach by:

- [X] Ordinary first class mail
- [X] Certified mail
- [ ] Registered mail

I certify under penalty of perjury that the foregoing is true and correct

Executed on February 28, 2025, at Long Beach, County of Los Angeles, California

Cindy Truong
SIGNATURE

STATE CASE NO.
40-84153-678

PW 34 (Revised - 6/2021)

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works TEL: (916) 263-2901	Gavin Newsom, Governor
DATE: November 4, 2020	In Reply Refer to Case No: 40-70716-137

CIVIL WAGE AND PENALTY ASSESSMENT

Awarding Body Fairfield-Suisun Unified School District	Work Performed in County of SOLANO	
Project Name TOLENAS MODERNIZATION PHASE II	Project No. DIR: 324904	DIR Project ID No.
Prime Contractor REM CONSTRUCTION, INCORPORATED, A California Corporation	CSLB License No. 268689	Contractor Registration (PWCR) No. 1000014954
Subcontractor(s) B&M Builders Inc., A California Corporation	CSLB License No. 861848	Contractor Registration (PWCR) No. 1000003277
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWCR) No.

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT: $12,578.24

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: Violated Labor Code Section 1774 for failure to pay the correct wage pursuant to the Director's General Prevailing Wage Determination NC-23-203-1-2019-1 for the craft of Cement Mason and NC-23-102-1-2019-2 for the craft of Laborer Area 2, Group 2.

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of **wages** due is: $2,563.24

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1775** is: $4,390.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1813** is: $1,625.00

(continued on next page)

STATE LABOR COMMISSIONER

By _____
Jerry McClain
Deputy Labor Commissioner

PW 33 (Revised - 12.16.19)

Apprenticeship Violations: Violated Labor Code Section 1777.1 for failure to employ apprentices at the minimum ratio for the craft of Laborer, Area 2, Group 2. Violated Labor Code Section 1777.5 for failure to pay training funds in full.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1777.7** is: $4,000.00

Labor Code Section 1776 Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1776(h)** against B&M Builders Inc., A California Corporation is: $0.00

Public Works Contractor Registration Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1771.1** against

General contractor	is: $0.00
Subcontractor	is: $0.00
Second-tier subcontractor	is: $0.00
Third-tier subcontractor, if applicable	is: $0.00

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Jerry McClain at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if **the full amount of the assessment or notice, including penalties,** has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

The full amount of the assessment that should be deposited is: **$12,578.24**

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	$2,325.81
Training Funds Due:	$237.42
Penalties Due Under Labor Code section 1775:	$4,390.00
Penalties Due Under Labor Code section 1813:	$1,625.00
Penalties Due Under Labor Code section 1777.7:	$4,000.00
Penalties Due Under Labor Code section 1776(h):	$0.00
Penalties Due Under Labor Code section 1771.1:	$0.00
Total Withholding Amount:	**$12,578.24**

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

[X] **If this box is checked,** the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	$2,325.81
Training Funds Due:	$237.42
Penalties Due Under Labor Code section 1775:	$4,390.00
Penalties Due Under Labor Code section 1813:	$1,625.00
Penalties Due Under Labor Code section 1777.7:	$4,000.00
Penalties Due Under Labor Code section 1776(h):	$0.00
Penalties Due Under Labor Code section 1771.1:	$0.00
Total Withholding Amount:	**$12,578.24**

Distribution:
Awarding Body
Surety(s) on Bond
Prime Contractor
Subcontractor(s)

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF LABOR STANDARDS ENFORCEMENT

CERTIFICATION OF SERVICE BY MAIL
(C.C.P. 1013a) OR CERTIFIED MAIL

I, Jerry McClain, do hereby certify that I am a resident of or employed in the County of Sacramento, over 18 years of age, and not a party to the within action, and that I am employed at and my business address is:

Division of Labor Standards Enforcement
Bureau of Field Enforcement
2031 Howe Ave. Suite 100
Sacramento, CA. 95825

On November 4, 2020, I ser (1) Civil Wage and l(1) Civil Wage and Penalty Assessment

by placing a true copy thereof in an envelope addressed as follows:

Fairfield-Suisun Unified School District 2490 Hilborn Road Fairfield,CA 94534 Amanda Rish	B&M Builders Inc., A California Corporation 11330 SUNRISE PARK DR STE C RANCHO CORDOVA, CA 95742 Patrick T Mullen	REM CONSTRUCTION, INCORPORATED, A California Corporation 2599 Widgeon Lane Durham, CA 95938 Richard Eugene Schell
The Ohio Casualty Insurance Company 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833 Kaitlyn Mannix BOND # 070211740		

and then sealing the envelope and with postage and certified mail fees (if applicable) thereon fully prepaid, and then depositing it in the United States mail in Sacramento by:

- [X] Ordinary first class mail
- [X] Certified mail
- [ ] Registered mail

I certify under penalty of perjury that the foregoing is true and correct

Executed , at November 4, 2020, at Sacramento, County of Sacramento, California

SIGNATURE

STATE CASE NO.
40-70716-137

PW 34 (Revised - 4/2002)

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Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Bureau of Field Enforcement- Public Works
2031 Howe Ave. Ste 100
Sacramento, CA 95825-0196
TEL: 916-263-3305 EMAIL: srust@dir.ca.gov

Gavin Newsom, Governor

FOUNDATION FOR FAIR CONTRACTING
3807 PASADENA AVE SUITE 150
SACRAMENTO CA 95821

RECEIVED
MAR - 3 2025
Foundation for Fair Contracting

1609 SAC

DATE:
February 28, 2025

In Reply Refer to Case No:
40-84153-678

CASE ASSIGNMENT LETTER

Project Name	Awarding Body	Project No.	DIR Project ID
RECREATION CENTER TENNIS COURTS LIGHTING A	THE CITY OF WEST SACRAMENTO	CPC23-213	494609
Prime Contractor			
B&M BUILDERS INC			
Subcontractor			

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

By Susan Rust

Susan Rust
Deputy Labor Commissioner

PW 4 (Revised 6/2021)

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An official website of the United States government. Here's how you know

The .gov means it's official.
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.

The site is secure.
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.

Inspection Detail

Quick Link Reference

1741428.015 | 1697731.015 | 1426584.015 | 1407673.015

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1741428.015 - B & M Builders Inc.

Inspection Information - Office: Ca Foster City District Office

Inspection Nr: 1741428.015

Report ID: 0950613

Date Opened: 04/09/2024

Site Address:
B & M Builders Inc.
217 Alma Street
Palo Alto, CA 94301

Mailing Address:
11330 Sunrise Park Dr. Ste. C, Rancho Cordova, CA 95742

Union Status: NonUnion

SIC:

NAICS: 236220/Commercial and Institutional Building Construction

Inspection Type: Accident

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 04/09/2024

Emphasis:

Case Closed:

Related Activity

Type	Activity Nr	Safety	Health
Inspection	1741497	Yes	
Accident	2146259		

Case Status: OPEN

Case Status: CLOSED

Inspection: 1697731.015 - B&M Builders Inc.

Inspection Information - Office: Ca Redding

Inspection Nr: 1697731.015

Report ID: 0950623

Date Opened: 09/14/2023

Site Address:
B&M Builders Inc.
1380 Churn Creek Rd
Redding, CA 96003

Mailing Address:
11330 Sunrise Park Dr. Suite C,
Rancho Cordova, CA 95742

Union Status: NonUnion

SIC:

NAICS: 541330/Engineering Services

Inspection Type: Referral

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Health

Close Conference: 09/27/2023

Emphasis:

Case Closed: 03/21/2024

Related Activity

Type	Activity Nr	Safety	Health
Referral	2081639		Yes

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				2		2
Current Violations				1		1
Initial Penalty	$0	$0	$0	$250	$0	$250
Current Penalty	$0	$0	$0	$150	$0	$150
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event

1.	**01001**	Other	1509(C)	09/27/2023		$100	$100	$0	10/06/2023	O - Administrative Law
2	**01002**	Other	3395(I)	09/27/2023		$150	$150	$0	10/06/2023	O - Administrative Law

Case Status: CLOSED

Inspection: 1426584.015 - B&M Builders Inc.

Inspection Information - Office: Ca Sacramento

Inspection Nr: 1426584.015 **Report ID**: 0950621 **Date Opened**: 08/28/2019

Site Address:
B&M Builders Inc.
3955 Missouri Flat Road
Placerville, CA 95667

Mailing Address:
11330 Sunrise Park Dr. Suite C,
Rancho Cordova, CA 95742

Union Status: NonUnion

SIC:

NAICS: 541330/Engineering Services

Inspection Type: Accident

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Health

Close Conference: 01/22/2020

Emphasis:

Case Closed: 09/30/2020

Related Activity

Type	Activity Nr	Safety	Health
Accident	1492512		

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations	1					1
Initial Penalty	$4,725	$0	$0	$0	$0	$4,725
Current Penalty	$470	$0	$0	$0	$0	$470
FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	**01001**	Serious	3395(D)(3)	01/31/2020		$470	$4,725	$0	02/10/2020	O - Administrative Law

Investigation Summary

Investigation Nr: 123631.015 **Event**: 08/27/2019 Employee suffers heat exhaustion while finishing cement

At 1:00 p.m. on August 27, 2019, an employee was finishing cement on a hot, humid day when he was overcome with heat exhaustion.

Keywords: Cementing, Heat, Heat Exhaustion, Heat Injury Prevention Program, Heat-related illness , Overheated

Investigated Inspection

#	Inspection	Age	Sex	Degree	Nature	Occupation
1	1426584.015			Non Hospitalized injury		Concrete and terrazzo finishers

Case Status: CLOSED

Inspection: 1407673.015 - B&M Builders Inc.

Inspection Information - Office: Ca Sacramento

Inspection Nr: 1407673.015 **Report ID**: 0950621 **Date Opened**: 06/13/2019

Site Address:
B&M Builders Inc.
2960 Howe Ave.
Sacramento, CA 95821

Mailing Address:
11330 Sunrise Park Dr. Suite C,
Rancho Cordova, CA 95742

Union Status: NonUnion

SIC:

NAICS: 541330/Engineering Services

Inspection Type: Accident

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Health

Close Conference: 11/28/2019

Emphasis:

Case Closed: 01/27/2021

Related Activity

Type	Activity Nr	Safety	Health
Accident	1464667		

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	3			2		5
Current Violations	3			2		5
Initial Penalty	$14,850	$0	$0	$820	$0	$15,670
Current Penalty	$12,350	$0	$0	$820	$0	$13,170

FTA Penalty	$0	$0	$0	$0	$0	$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	**01001**	Other	3395(E)(5)	12/10/2019	12/30/2019	$410	$410	$0	01/27/2020	O - Administrative L
2.	**01002**	Other	3395(I)	12/10/2019	01/07/2020	$410	$410	$0	01/27/2020	O - Administrative L
3.	**02001**	Serious	1712(C)(1)	12/10/2019		$4,950	$4,950	$0	01/27/2020	O - Administrative L
4.	**03001**	Serious	3395(D)(3)	12/10/2019	01/12/2021	$3,700	$4,950	$0	01/27/2020	O - Administrative L
5.	**04001**	Serious	3395(F)(2)(A)	12/10/2019	01/12/2021	$3,700	$4,950	$0	01/27/2020	O - Administrative L

Investigation Summary

Investigation Nr: 122391.015 **Event**: 06/12/2019 Employee becomes ill from heat related illness

At approximately 1:00 p.m. on June 12, 2019, an employee was doing concrete work. The employee started cramping and sweating and developed a low heart rate and blood pressure. The employee was hospitalized to treat this heat illness.

Keywords: Heart, Heat, Heat index, Heat-related illness

Investigated Inspection

#	Inspection	Age	Sex	Degree	Nature	Occupation
1	1407673.015			Non Hospitalized injury		Construction laborers

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

FEDERAL GOVERNMENT

White House

Benefits.gov

Coronavirus Resources

Disaster Recovery Assistance

DisasterAssistance.gov

USA.gov

Notification of EEO Violations

No Fear Act Data

U.S. Office of Special Counsel

OCCUPATIONAL SAFETY & HEALTH

Frequently Asked Questions

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State of California
Department of
Industrial Relations
EST. 1927

PAGA NOTICE PUBLIC SEARCH

LWDA #	Plaintiff for PAGA Case	Employer Name	Employer City	Employer Postal Code	Filer/Attorney for PAGA Case	Law Firm for PAGA Plaintiff	Employer Filer	Employer Filer Firm	Court Case #	Submission Date
LWDA-CM-1004226-24	Richard Gomez	B&M Builders, Inc.			Elias Tapia	Shimoda & Rodriguez Law, PC				01/10/24

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1004226-24
Plaintiff for PAGA Case: Richard Gomez
Filer/Attorney for PAGA Case: Elias Tapia
Law Firm for PAGA Plaintiff: Shimoda & Rodriguez Law, PC
Employer: B&M Builders, Inc.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type

Memorandum

TO: City of South Lake Tahoe

FROM: Willdan Engineering
Jane Freij – Labor Compliance Manager
Amanda Perez – Labor Compliance Specialist

DATE: April 9, 2025

SUBJECT: Labor Compliance Monitoring – South Lake Tahoe Project, Lakeview Harrison ADA Project (B&M Builders, Inc)

Willdan monitored the Lakeview Harrison ADA Project from July 20, 2024, to August 25, 2024. California State License Board License, DIR License, and SAM / Debarment were all checked and verified to be current. B&M Civil, LLC, at the time B&M Builders, Inc., was not on any debarment list at the time.

As part of our Labor Compliance monitoring, Willdan reviewed Certified Payroll and Fringe Benefits Statements to verify worker regular pay, overtime pay, and to verify the contractor(s) met the project's prevailing wage requirements. In addition, we also verified apprenticeship requirements, including DAS 140 and DAS 142 form submissions. B&M Builders, Inc, submitted the necessary forms in order to be in compliance with apprenticeship requirements. Proof of Training Funds were collected to ensure training funds were paid, B&M Builders, Inc., paid training fund contributions to the California Apprenticeship Council (CAC).

No labor law violations were found during the review of the Lakeview Harrison ADA Project.

The Labor Compliance portion of the project was cleared and closed on November 8, 2024.

B&M Civil LLC
11330 Sunrise Park Drive, Ste. C
Rancho Cordova, CA 95742
Phone: (916) 638-8626
Fax: (916) 352-6944
Lic. No. 861848 A, B, C-8, C-10, C-12, C-20, C-27, C-31, C-53
DIR No. 1000003277

April 7, 2025

RE: B&M Civil LLC Rebuttal to FFC Letter – Pioneer Trail Pedestrian Improvements Phase II, FFC Case No. 1751SAC

To Whom It May Concern:

B&M Civil LLC ("B&M") respectfully submits this response to the letter issued by the Foundation for Fair Contracting (FFC) on April 4, 2025. The advisory was directed to the City of South Lake Tahoe regarding our status as the low bidder on the Pioneer Trail Pedestrian Improvements Phase II project. We ask that this letter be included in the public record and be given due consideration should the FFC's advisory be discussed during award of the contract.

This is not the first time the FFC has issued such a letter in response to B&M's participation in the competitive bidding process, and unfortunately, we do not expect it to be the last. The FFC routinely targets B&M any time we are the apparent low bidder on public works projects. The substance of their letters rarely changes. These are not objective, fact-based assessments — they are agenda-driven attempts to discredit our company based solely on our non-union status. We have seen this playbook many times, and we are once again forced to respond in detail.

We appreciate the opportunity to present the facts and clarify the record. B&M Civil LLC has successfully delivered hundreds of public works projects over the last two decades, and our commitment to labor compliance, safety, and fair pay is well documented.

We address the FFC's allegations point-by-point below.

---

1. "Ongoing Violations of Prevailing Wage Laws Resulting in Wage Theft"

The FFC makes a sweeping claim that B&M has a pattern of violations and refers to multiple investigations by the DLSE and their own internal "investigations." The only documented issue cited in the past several years involved a minor prevailing wage rate increase that was not updated promptly by a now-former office manager during a 2020 project. This resulted in a small back pay amount of $2,325.81 — which was immediately paid to affected employees. There were also temporary training fund reporting delays, which were corrected.

No penalties were issued. No disciplinary action was taken by the State. And most importantly, no repeat violation has occurred.

The FFC also claims to be investigating "misclassifications," "failure to report workers," and "noncompliance with overtime." These claims are false. Certified payroll reports are submitted to both the DIR and awarding agencies, and daily inspector logs confirm B&M's classifications align with the work performed. We openly communicate with inspectors during each project and encourage any concerns to be raised immediately — not retroactively.

It is also important to understand that the FFC is not a state agency, has no enforcement authority, and has never submitted documentation to a public agency that resulted in any formal citation or penalty to B&M. They are a third-party advocacy group that routinely makes these same allegations against dozens of non-union contractors in an attempt to interfere with the public bidding process.

B&M Civil LLC
11330 Sunrise Park Drive, Ste. C
Rancho Cordova, CA 95742
Phone: (916) 638-8626
Fax: (916) 352-6944
Lic. No. 861848 A, B, C-8, C-10, C-12, C-20, C-27, C-31, C-53
DIR No. 1000003277

We are not under any active DLSE enforcement action related to any of the claims they reference. We proactively work with every agency's labor compliance team and strive to meet or exceed all prevailing wage and apprenticeship requirements. Mistakes are corrected immediately. Our payroll and compliance history speaks for itself.

---

2. "Failure to Comply with Bid Specifications / Unfair Competitive Advantage"

The FFC alleges that B&M's bid being significantly lower than others indicates noncompliance or an attempt to gain an unfair advantage. This claim is not only inaccurate — it directly contradicts the facts of this bid.
The engineer's estimate for the Pioneer Trail Pedestrian Improvements Phase II project was between $4 million and $5 million. B&M's bid came in at approximately **$6.3 million** — well above the estimate. To suggest that we somehow "lowballed" the job is not only false, it is nonsensical.
Our pricing reflects the actual cost of performing the work to the highest quality standards while complying with all labor laws, safety regulations, and public contract requirements. As with all of our bids, this number was carefully developed through detailed takeoffs, internal costing, subcontractor pricing, and labor estimates. We self-perform a majority of the work, operate lean, and maintain a strong reputation for finishing projects on time and on budget.
There is no legal or regulatory requirement that bids fall within a narrow range of the engineer's estimate or other bidders. Public contracting law encourages open and competitive bidding to benefit taxpayers. The FFC's insinuation that our pricing is suspicious has no basis in law or fact.

---

3. "Unsafe Work Environment / OSHA Violations"

The FFC references several OSHA case numbers. Let us address each directly:

- **Inspection No. 1741428.015 (Palo Alto – 4/9/2024)**: This incident has been reviewed by OSHA and officially closed. B&M Civil LLC was not found to be at fault for the accident. The incident involved a mechanical worker accessing a ceiling area where an uncovered roof opening — left exposed by another trade — created a slip hazard. The area had previously been deemed safe by the general contractor's superintendent. B&M fully cooperated with OSHA's investigation and provided all requested documentation. This event did not stem from any systemic failure by B&M.
- **Inspection No. 1697731.015 (Redding – 9/14/2023)**: This was a heat-related referral inspection. Our foreman mistakenly could not locate the digital copy of our safety plan during the inspection, even though it was available on the app. This resulted in a $150 fine for a documentation issue, not a safety hazard. Since then, all employees have been retrained on accessing our digital safety systems.
- **Inspection Nos. 1426584.015 & 1407673.015 (2019 – Placerville & Sacramento)**: These were heat illness-related incidents during a record-breaking heatwave in 2019. In both cases, employees were promptly given water and electrolytes, air conditioning, and medical attention. We self-reported both incidents to OSHA, cooperated with the investigations, paid minor fines, and implemented improved

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Rancho Cordova, CA 95742
Phone: (916) 638-8626
Fax: (916) 352-6944
Lic. No. 861848 A, B, C-8, C-10, C-12, C-20, C-27, C-31, C-53
DIR No. 1000003277

training and HIIPP protocols. We now conduct recurring heat illness prevention training, with procedures embedded in our weekly safety meetings.

We are committed to worker safety and are constantly improving our systems. No repeat or willful violations have ever been issued to B&M.

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4. "Litigation and PAGA Lawsuits"

The FFC's letter references a "history" of Private Attorney General Act (PAGA) lawsuits. This is misleading and factually inaccurate.

Only one PAGA notice was ever filed against B&M, submitted in early 2024 by a short-term administrative employee who worked with our team for less than two months. That matter has since been fully resolved. The case was settled without any finding of fault or wrongdoing by B&M Civil LLC.

As anyone familiar with the PAGA process knows, these types of filings are frequently used as leverage and often contain exaggerated or entirely unsubstantiated claims. The mere existence of a past PAGA notice — especially one that was settled quickly and without admission of liability — does not indicate a pattern or history of misconduct.

B&M operates in full compliance with California labor laws. We are confident in our policies, documentation, and treatment of our workforce, and we will continue to defend our reputation when false or misleading claims are circulated.

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5. "Failure to Comply with Workforce Development and Formal Apprenticeship Programs"

This claim is categorically false and misrepresents both our hiring practices and apprenticeship compliance. B&M Civil LLC is a Rancho Cordova–based company, and we are proud to say that the vast majority of our workforce lives in the greater Sacramento region. Whenever we need to hire additional staff, we make every effort to recruit locally. We've done so consistently over the last 20 years in business. To suggest that B&M has not made a "good faith effort to participate and invest in Local Workforce Development" is not only inaccurate — it is an insult to the hardworking local tradespeople who make up our crews.

In regard to apprenticeship compliance, B&M consistently submits DAS 140 and DAS 142 forms on every public works project to the appropriate unions and apprenticeship coordinators. These records are available upon request. We request dispatches from the Laborers, Operating Engineers, and Cement Masons unions. We also contribute training funds as required under state law.

However, some unions refuse to dispatch apprentices unless B&M agrees to send fringe benefits directly to the union instead of to the employee. As permitted under California Apprenticeship Standards, we choose to provide these fringe benefits directly to our workers — allowing them to receive the full value of their compensation. We do not believe it is fair to withhold that compensation and send it to a third party. As a result, some unions — notably the Laborers — have declined to dispatch apprentices to us.

We continue to maintain compliance with state apprenticeship regulations. On many projects, we are not required to employ certain apprentice classifications based on the crew sizes and scope of work. For example,

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DIR No. 1000003277

most of our earthwork crews are made up of four-person teams that do not meet the threshold requiring an apprentice Operating Engineer.
Despite these limitations, B&M has successfully employed apprentices from other crafts, including Cement Masons and Operating Engineers when necessary, and has a positive track record of developing new workers in the trades.
We fully support the purpose and goals of California's apprenticeship system and remain committed to offering opportunities to train the next generation of construction professionals.

Conclusion

B&M Civil LLC is a committed and responsible public works contractor. We've built our reputation on hard work, compliance, and delivering results. The FFC's letter does not reflect our company's practices, values, or record.
We are not under any current DLSE or OSHA action for the violations claimed. We are not the subject of any known labor compliance issues with any awarding agency. And we stand ready to provide the City with any requested documentation regarding our payroll, safety policies, or project history.
We respectfully ask that the City of South Lake Tahoe disregard the FFC's bid advisory and proceed with awarding the contract based on the facts and qualifications of each bidder.

Sincerely,

Patrick Mullen
President
B&M Civil LLC
pmullen@bm-builders.com
(916) 638-8626

EXHIBIT 9-E SAMPLE EVALUATION OF GOOD FAITH EFFORTS

Memorandum

To: PROJECT FILE **Date:** 4/28/25

Federal-Aid Project Number: STPL-5398(014)

Bid Opening Date: 3/18/25

Bidder: B&M Civil LLC

Type of Work: Pedestrian upgrades

Bid Amount: $ 6,344,383.00

From: City of South Lake Taho

Subject: Evaluation of Good Faith Efforts

The City of South Lak established a Disadvantaged Business Enterprise (DBE) goal of 19 percent for this contract. The bidder commits [count only qualifying DBE participation] 0 percent DBE participation.

The f South Lake Tahoe 's evaluation of the apparent low bidder's Good Faith Efforts is based on Section 9.8 of the Local Assistance Procedures Manual and Appendix A to Part 26, Title 49 of the Code of Federal Regulations. The efforts of the bidder were reviewed by the City of South Lake Tah from the information provided in Exhibit 15-H: Proposer/Contractor Good Faith Efforts signed and submitted by City of South Lake T .

The City of South Lake T determined that the Low Bidder did demonstrate Good Faith Efforts to meet the DBE participation goal of this project for the reasons cited in this evaluation.

EVALUATION

A. Items of work the bidder made available to DBE firms

The Items of work made available to DBE's, their cost, and percentage of contract are listed below:

Construction Staking - $25,800.00 - .41%
Tree Services - $60,965.00 - .97%
Striping - $45,552.75 - .725%
Electrical - $1,498,000.00 - 23.836%

The Items were split into economically feasible units to facilitate DBE participation. 25.94% of the project value was available for DBE participation, which is well over the goal of 19%.

B. Solicitation effort documentation

27 DBE's were contacted and all of the DBE's received two follow up solicitations.

DBE's were solicited through email correspondence. It does not appear any other correspondence was utilized.

Email correspondence was attached to the GFE

GFE does not specify how many solicited DBE's are capable of performing the work listed in A.

Use the California Unified Certification Program online database at: https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search

C. Rejected DBE documentation

11 DBE quotes were rejected by B&M. Quotes were rejected because B&M has cheaper self perform pricing, they perform the specific scopes mentioned themselves, the scopes listed by DBE were not

needed for the project, and other subs/suppliers were cheaper.The GFE does not give specifics of how close the pricing was to the competitions.

D. Publication effort made to advertise the projects to include DBE participation

B&M Civil LLC posted an advertisement of Construction Bid Source, obtained subcontractor informatic

E. Agencies, organizations, or groups contacted to provide assistance in contacting, recruiting and using DBEs

B&M Civil LLC contacted Construction Bid Source for assistance with contacting and recruiting DBE's on 2/25/2025. No bids were received from this.

F. Efforts to provide information about the plans, specifications, and contract requirements

No assistance was requested from B&M Civil in regards to plans, specs, or contract requirements.

G. Assistance with bonding, lines of credit, insurance, equipment, supplies, materials, and/or services

No assistance was requested from B&M Civil in regards to plans, specs, or contract requirements.

H. Additional data to support a demonstration of Good Faith Effort

No additional information was provided.

The 2nd low bidder, Martin Brothers, met the DBE goal of 19%. Their total bid price was $9,781,000, which is ~$3,400,000 more than the low bidder, B&M Civil. However Martin Brother's did not provide Exhibit 15-H within the 5 days required.

FINDING OF THE City of South Lake Tahoe

The City of South Lake T finds that the Low Bidder [did or did not] demonstrate Good Faith Efforts to meet the DBE contract goal for the reasons cited in this evaluation.

Submitted by:	Approved by:
Stephen Anderjack	Anush Nejad
Project Manager	Director of Public Works

*Must be approved by someone other than the reviewer.

Memorandum

To: TRACY COAN
Local Civil Compliance Liaison
Division of Local Assistance

Date: April 18, 2025

File: STPL-5398(014)

From: MICHAEL R. ANDERSON, PE
Senior Transportation Engineer
Engineering Support Branch
Office of Civil Rights

Subject: **CITY OF SOUTH LAKE TAHOE GOOD FAITH EFFORT EVALUATION**

The City of South Lake Tahoe determined that the Disadvantaged Business Enterprise (DBE) contract goal for this project is 19%. According to the documentation provided by the City of South Lake Tahoe, the DBE commitment listed the apparent lowest bidder, B & M Civil, LLC, is 0% or $ 0 of the total bid for the Pioneer Trail pedestrian upgrades project.

The Engineering Support Branch (ESB) has reviewed the submitted Disadvantaged Business Enterprises (DBE) forms from B & M Civil, LLC. ESB determined that B & M Civil, LLC's DBE commitment of 0% or $ 0 did not meet the 19% contract goal.

ESB does not concur with City of South Lake Tahoe's determination that B & M Civil, LLC did demonstrate adequate Good Faith Effort (GFE) to meet the contract goal.

According to the DBE Program, when a bidder has not committed to meet the contract goal, ESB evaluates the bidder's good faith efforts using Appendix A of 49 CFR Part 26.

EVALUATION OF GOOD FAITH EFFORT DOCUMENTATION

The Good Faith Efforts (GFE) are all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation.

A. Outreach Efforts

In Part A of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, the Contractor was asked to describe their outreach efforts, list the dates, location, and results.

B & M Civil, LLC reached out to one publication and started their advertisement 21 days before bid opening for solicitation of DBE subcontractors and suppliers. This allowed the DBE firms sufficient time to respond to the solicitation as well as provided adequate information about the contract.

The following table indicates a summary of B & M Civil, LLC's advertisements.

Publications	Advertisement Date	Bid Opening Date	Number of Days Published	Supporting Documents Provided
Construction Bid Source	2/25/25	3/18/25	21	Yes

B & M Civil, LLC provided a copy of the advertisements in the GFE supporting documentation.

B. Documentation of Solicitation Efforts and Follow Up

In Part B of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, B & M Civil, LLC was to list the name of DBEs, the date of initial solicitation, items of work offered, and the follow up methods. B & M Civil, LLC stated, "please see attached."

However, there is no evidence or assertion that B & M CIVIL, LLC utilized the B2GNow California Unified Certification Program (B2Gnow). Therefore, ESB is unable to verify that B & M CIVIL, LLC utilized the B2GNow database for solicitation efforts.

ESB performed an independent search of the B2GNow database using the criteria of Caltrans District 3, counties of Butte, Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, and Yuba and the services needed for this contract:

Work Code	Category
C1201	TRAFFIC CONTROL
C1522	REMOVE STORM DRAIN INLET
C1532	CONCRETE CURB AND GUTTER REMOVAL

C1601	CLEARING AND GRUBBING, VEGETATION TREATMENT TYPE 1 (TT2): MISC. DISTURBANCES
C1901	SOILS CONTAINING AERIALLY DEPOSITED LEAD
C2000	LANDSCAPE BOULDERS (36" TO 48" DIAMETER)
C2065	ELECTRICAL SERVICE PEDESTAL
C3901	AC PAVEMENT - SIDEWALKS (3-INCH AC/6-INCH CL 2 AB)
C3940	AC DIKE
C5105	REINFORCED CONCRETE BUS SHELTER PAD
C5620	RELOCATE EXISTING SIGN
C6800	STORM DRAINPIPE (18")
C6811	TRANSVERSE DRAIN
C7191	STORM DRAIN MANHOLE (48")
C7200	ROCK SLOPE PROTECTION
C7301	ROLLED CONCRETE CURB AND GUTTER
C7500	STORM DRAIN INLET
C8201	MARKERS AND SNOW POLES
C8405	ROADWAY STRIPING, LIMIT LINE (12" WHITE)
C8602	ELECTRICAL IMPROVEMENTS
C8604	LIGHTING POLE AND LUMINAIRE
C8760	CONSTRUCTION STAKING, LAND SURVEYOR
C8852	WATER POLLUTION CONTROL

ESB identified a total of **189** certified DBE firms, not including trucking.

Bids were due on March 18, 2025. On February 25, 2025, B & M CIVIL, LLC made their initial solicitations to only 26 DBE firms.

Date	Solicitation	Method	Sent	Total
2/25/25	Initial	Email	26	26

Then on March 4, 2025, B & M CIVIL, LLC made a follow up solicitation to the same 26 DBE firms. Then on March 10, 2025, B & M CIVIL, LLC made a follow up solicitation to the same 26 DBE firms.

Date	Solicitation	Method	Sent	Total
3/4/25	Follow-up	Email	26	26
3/10/25	Follow-up	Email	26	26

There were no results provided by B & M Civil, LLC for said 26 DBE firms. Had B & M Civil, LLC made use of the B2GNow database this could have increased DBE participation. At bid time, B & M Civil, LLC had confirmations for zero DBE firms because of their solicitation efforts.

C. Work Made Available to DBEs

In Part C of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, the Contractor was asked to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved, including breaking out contract work items into economically feasible units to facilitate DBE participation.

B & M Civil, LLC provided a list of items of work offered, services offered, or materials supplied, including the following:

- Construction Staking
- Tree Services
- Striping
- Electrical

According to the list of items of work provided, B & M Civil, LLC indicated that they made approximately $1,630,318 or 25.94% of work available to DBE firms. B & M Civil, LLC will self-perform some of the work. However, B & M Civil, LLC submitted 0% DBE participation.

D. Rejected DBEs

In Part D of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, the Contractor was asked to list the items of work, names of firms that were selected over the rejected DBE firm, and the quote amount. If a non-DBE firm was selected over a DBE firm, provide the price difference, reasons for selection, and evidence as to why additional agreements could not be reached for DBEs to perform the work. B & M Civil, LLC stated, "Please see attached, None"

B & M Civil, LLC did not provide all accepted and rejected DBE quotes. B & M Civil, LLC did not list any DBE firms that they would use. But B & M Civil, LLC did provide some reasons why several DBE firms were not selected.

B & M Civil, LLC chose to self-perform some of the work and rejected 11 DBE firms, Central Trucking, Jabi Trucking, Inc., Jalquin's Trucking, Inc., SHK Hauling, Inc., USA Trucking, Inc., West Coast Water & Trucking, Inc., MZB Engineering, Rock 'N Roll Construction, Inc., Sierra Geotech, Tyrrell Resources Inc., and Rupert due to mainly high costs or they said "no Geotech testing was needed". Per Appendix A to Part 26, "the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts." However, ESB is unable to validate the cost difference as they did not provide a quote from their own firm.

However, B & M Civil, LLC did not provide evidence that they negotiated in good faith with the interested DBE firms and evidence as to why additional agreements could not be reached for DBEs to perform the work.

E. Assistance Given on Plans, Specifications, and Contract Requirements

In Part E of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, B & M Civil, LLC stated, "B&M Civil LLC posted an advertisement on Construction Bid Source, obtained subcontractor information from the Caltrans website, and solicited to subcontractors for work that we are unable to self-perform."

A copy of their advertisements state that plans and specifications are available to view at SRBX – Sacramento Regional Builders Exchange. Please email estimating@bm-builders.com with any questions.

There is some evidence or assertion that B & M Civil, LLC assisted any DBE subcontractor and/or suppliers during the bid advertisement period.

F. Assistance or Services Offered for Bonding, Lines of Credit, Insurance, Equipment, Supplies, Materials

In Part F of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, B & M Civil, LLC stated, "No assistance was requested from B & M Civil, LLC." So there is no evidence or assertion that B & M Civil, LLC assisted any DBE subcontractor and/or suppliers during the bid advertisement period.

G. Contacting Recruitment Agencies

In Part G of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, B & M Civil, LLC stated, "Construction Bid Source 2/25/2025 No bids were received."

B & M Civil, LLC did not provide supporting documentation indicating that they contacted any minority or women's community organizations, minority or women's contractors' groups, local, state, and federal minority or women's business assistance offices, and other organizations.

H. Additional Good Faith Efforts

In Part H of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, B & M Civil, LLC stated, "N/A." So, there is no evidence or assertion of additional good faith efforts performed for this contract by B & M Civil, LLC.

I. Bidder Comparison of DBE Commitment

The lowest bidder, B & M Civil, LLC's, apparent DBE participation is 0% of the total bid. B & M Civil, LLC did not meet the contract goal of 19%.

The second lowest bidder, Martin Brothers apparent DBE participation is 19.9% of the total bid. Martin Brothers appears to meet the 19% DBE goal.

There were only two bidders.

The bids were as follows:

Bid Rank	Bidder	Bid Amount	Claimed DBE Commitment	Confirmed DBE Commitment
1	B & M Civil, LLC	$ 6,284,383.00	$0 or 0%	0%
2	Martin Brothers	$9,778,000.00	$1,946,511 or 19.9%	-

CONCLUSION

ESB has determined that B & M Civil, LLC did not meet the contract goal and did not demonstrate adequate good faith efforts through soliciting by indirect and direct methods. ESB considers the quantity, quality, and intensity of the different kinds of efforts that B & M Civil, LLC has made. Based on the following facts:

- B & M Civil, LLC only reached out to 26 DBE firms; However ESB ran an independent search and found 189 DBE firms in the B2GNow database
- B & M Civil, LLC did not submit documentation of assisting any DBE firms for bonding, lines of credit, or insurance.
- B & M Civil, LLC did not submit documentation of assistance for equipment, materials, or related assistance.
- B & M Civil, LLC did not submit documentation that they contacted any recruitment agencies.
- There is no evidence or assertion of additional good faith efforts by B&M Civil, LLC on this contract.
- B & M Civil, LLC did not demonstrate that they took all necessary and reasonable steps and available means to obtain sufficient DBE participation for this contract.

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of South Lake Tahoe 2. Contract DBE Goal: 19%

3. Project Description: Work to be performed includes, but is not limited to: Installation of sidewalks, class II bike lanes, ADA curb ramps, crosswalks, bulb outs, pedestrian lighting, Best Management Practices, compliance with regulatory permits, establishing vegetation on areas disturbed by construction activity, and all other work as described in Contract Documents

4. Project Location: Pioneer Trail, South Lake Tahoe, CA

5. Bidder's Name: B&M Civil LLC 6. Prime Certified DBE: ☐ 7. Bid Amount: $6,284,383.00

8. Total Dollar Amount for **ALL** Subcontractors: $1,650,062.75 9. Total Number of **ALL** Subcontractors: 6

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	$ 0.00
22. Local Agency Contract Number:			0.00 %
23. Federal-Aid Project Number:			
24. Bid Opening Date:			
25. Contract Award Date:			
26. Award Amount:			

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date: 3/20/2025
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name: Patrick Mullen	20. Phone: (916) 638-8626
31. Local Agency Representative's Title		21. Preparer's Title: President	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location(s) as it appears on the project advertisement.
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. NAICS or Work Category Codes - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
13. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
23. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
24. Bid Opening Date - Enter the date contract bids were opened.
25. Contract Award Date - Enter the date the contract was executed.
26. Award Amount – Enter the contract award amount as stated in the executed contract.
27. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 3/18/2025 PE/CE

Federal-aid Project No(s). ~~5398(013)~~ 5398(014) Bid Opening Date 3/18/2025 CON

The City of South Lake Tahoe established a Disadvantaged Business Enterprise (DBE) goal of ~~0.00%~~ 19% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
Construction Bid Source	2/25/2025

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Please see attached		

ID 19788

Date Of Advertisement From 02/25/2025 to 04/10/2025

B & M Builders, Inc.

An Equal Opportunity Employer
is requesting quotations from all qualified
DBE
sub-contractors and/or material suppliers for the following project:

Reference: BN-24-30150024-01
Pioneer Trail Pedestrian Improvements Phase II, South Lake Tahoe, CA

Located in El Dorado County, CA

Owner: **City of South Lake Tahoe CA**

Bid Date: 03/11/2025 at 02:00pm

We are requesting bids for the following trades and/or material suppliers:

Bid documents can be viewed at or obtained from:
Bid documents can be viewed at or obtained from: SRBX - Sacramento Regional Builders Exchange
Please email estimating@bm-builders.com with an questions

B & M Builders, Inc.
11330 Sunrise Park Drive Suite C
Rancho Cordova, CA 95742
Phone: 9166388626 **Fax:**
Email: estimating@bm-builders.com
Patrick Mullen

Published 02/25/2025 on
Construction Bid Source a Trade and Focus Publication
located at https://www.constructionbidsource.com
Phone: 1-888-786-9450

This solicitation Ad will be archived 30 days after the bid date

Pioneer Trail Pedestian Improvement Phase II DBE Solicitation		
Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
UNICO Engineering, Inc.	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
UNICO Engineering, Inc.	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
APEX Civil Engineering	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Area West Environmental, Inc.	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Tully Consulting Group	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
UNICO Engineering	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Area West Environmental	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
SWPPQUEEN, Inc.	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
DWH Contracting (Demo)	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
C. BOWNS CONSULTING	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
AMCON Construction	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
MJD Engineering	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Josepgh Construction & Consulting	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Dirt Dynasty Inc.	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Rupert Construction Supply	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
3CJR Painting, Inc	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Tri-Valley Striping	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
CTI - CAT TRACKING INC.	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Austin Enterprise	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Almendariz Consulting, Inc.	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
3P Construction, Inc. | 3P Landscaping	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Western Electrical Contracting, Inc.	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
LIGHT SPEED RESOURCES	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
PRIMCORE ELECTRIC COMPANY	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
YOUNGBLOOD ELECTRIC COMPANY	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Tyrrell Resources, Inc.	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
Teyes Landscaping	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
AMCON Construction	Email 2-25-2025	Email 3-4-2025 & 3-10-2025
ATLAS Lab Inc	Email 2-25-2025	Email 3-4-2025 & 3-10-2025

Gmail B&M Builders Estimating Team <estimating@bm-builders.com

RQF DBE: Surveying : Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com>
o: cesar@unicoengineering.com

Tue, Feb 25, 2025 at 2:03 PI

Pioneer Trail Ped Improvement Ph II Bid Doc.pdf

Pioneer Trail Ped Improvement Ph II Planset.pdf

Good Morning,

B&M Builders would like to request a quote for Pioneer Trail Pedestrian Improvements Phase II bidding on 3/11/2025 at 2PM. The job is located in South Lake Tahoe. Would you please provide a quote by 10AM on 3/11/2025. I have attached all plans and specs below. Please let me know if you have any questions or concerns.

Thank you,

Miranda Herman

Civil Estimating Department

B & M Civil LLC

CA Lic. 861848 | DIR 1000003277

11330 Sunrise Park Dr, Ste C. Rancho Cordova, CA 95742

O 916.638.8626 | **F** 916.352.6944

www.bm-builders.com

RQF DBE: SWPPP/WPCP : Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com> Tue, Feb 25, 2025 at 2:03 PI
o: B&M Builders Estimating Team <estimating@bm-builders.com>
cc: cesar@unicoengineering.com, patricia.preston@apexcivil.com, becky@areawest.net, Estimating TullyGroup estimating@tullygroup.com>, Estimating <estimating@swppqueen.com>

Good Morning,

B&M Builders would like to request a quote for Pioneer Trail Pedestrian Improvements Phase II bidding on 3/11/2025 at 2PM. The job is located in South Lake Tahoe. Would you please provide a quote by 10AM on 3/11/2025. I have attached all plans and specs below. Please let me know if you have any questions or concerns.

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Miranda Herman

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O 916.638.8626 | **F** 916.352.6944

www.bm-builders.com

Pioneer Trail Ped Improvement Ph II Bid Doc.pdf

Pioneer Trail Ped Improvement Ph II Planset.pdf

Gmail B&M Builders Estimating Team <estimating@bm-builders.com

RQF DBE: Saw-Cutting/Demolition : Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com> Tue, Feb 25, 2025 at 2:03 PI
o: B&M Builders Estimating Team <estimating@bm-builders.com>
cc: Donnie Howell <dhowell@dwhremoval.com>, caru@cbeelandscapes.com

Good Morning,

B&M Builders would like to request a quote for Pioneer Trail Pedestrian Improvements Phase II bidding on 3/11/2025 at 2PM. The job is located in South Lake Tahoe. Would you please provide a quote by 10AM on 3/11/2025. I have attached all plans and specs below. Please let me know if you have any questions or concerns.

Thank you,

Miranda Herman

Civil Estimating Department

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O 916.638.8626 | **F** 916.352.6944

www.bm-builders.com

Pioneer Trail Ped Improvement Ph II Bid Doc.pdf

Pioneer Trail Ped Improvement Ph II Planset.pdf

Gmail B&M Builders Estimating Team <estimating@bm-builders.com

RQF DBE: Tree Services : Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com> Tue, Feb 25, 2025 at 2:03 PI
o: hdhillon@amcon-construction.com

Pioneer Trail Ped Improvement Ph II Bid Doc.pdf

Pioneer Trail Ped Improvement Ph II Planset.pdf

Good Morning,

B&M Builders would like to request a quote for Pioneer Trail Pedestrian Improvements Phase II bidding on 3/11/2025 at 2PM. The job is located in South Lake Tahoe. Would you please provide a quote by 10AM on 3/11/2025. I have attached all plans and specs below. Please let me know if you have any questions or concerns.

Thank you,

Miranda Herman

Civil Estimating Department

B & M Civil LLC

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11330 Sunrise Park Dr, Ste C. Rancho Cordova, CA 95742

O 916.638.8626 | F 916.352.6944

www.bm-builders.com

Gmail B&M Builders Estimating Team <estimating@bm-builders.com

RQF DBE: Underground Utilities : Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com> Tue, Feb 25, 2025 at 2:03 PM
o: B&M Builders Estimating Team <estimating@bm-builders.com>
cc: Mario De Souza <mario@mjdengineering.com>, info@joseph-engineering.com, estimating@dirtydynastyinc.com, ick@rupertsupply.com

Pioneer Trail Ped Improvement Ph II Bid Doc.pdf

Pioneer Trail Ped Improvement Ph II Planset.pdf

Good Morning,

B&M Builders would like to request a quote for Pioneer Trail Pedestrian Improvements Phase II bidding on 3/11/2025 at 2PM. The job is located in South Lake Tahoe. Would you please provide a quote by 10AM on 3/11/2025. I have attached all plans and specs below. Please let me know if you have any questions or concerns.

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O 916.638.8626 | **F** 916.352.6944

www.bm-builders.com

Gmail B&M Builders Estimating Team <estimating@bm-builders.com

RQF DBE: Striping/Signage : Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com> Tue, Feb 25, 2025 at 2:03 PI
o: B&M Builders Estimating Team <estimating@bm-builders.com>
cc: 91112@freshcoatpainters.com, dbe.tvs@gmail.com, Estimating <estimating@cattrackinginc.com>, Austin Estimating estimating@austin-enterprise.com>, Mat Almendariz <ma@almendarizconsulting.com>

Good Morning,

B&M Builders would like to request a quote for Pioneer Trail Pedestrian Improvements Phase II bidding on 3/11/2025 at 2PM. The job is located in South Lake Tahoe. Would you please provide a quote by 10AM on 3/11/2025. I have attached all plans and specs below. Please let me know if you have any questions or concerns.

Thank you,

Miranda Herman

Civil Estimating Department

B & M Civil LLC

CA Lic. 861848 | DIR 1000003277

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O 916.638.8626 | **F** 916.352.6944

www.bm-builders.com

Pioneer Trail Ped Improvement Ph II Bid Doc.pdf

Pioneer Trail Ped Improvement Ph II Planset.pdf

Gmail B&M Builders Estimating Team <estimating@bm-builders.com

RQF DBE: Electrical : Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com> Tue, Feb 25, 2025 at 2:03 PI
o: B&M Builders Estimating Team <estimating@bm-builders.com>
cc: estimating@3pconst.com, omar@wecincorporated.com, info@lightspeed-sac.com, charles@primcore.com, eric@ybelectric.biz

Pioneer Trail Ped Improvement Ph II Bid Doc.pdf

Pioneer Trail Ped Improvement Ph II Planset.pdf

Good Morning,

B&M Builders would like to request a quote for Pioneer Trail Pedestrian Improvements Phase II bidding on 3/11/2025 at 2PM. The job is located in South Lake Tahoe. Would you please provide a quote by 10AM on 3/11/2025. I have attached all plans and specs below. Please let me know if you have any questions or concerns.

Thank you,

Miranda Herman

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CA Lic. 861848 | DIR 1000003277

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O 916.638.8626 | **F** 916.352.6944

www.bm-builders.com

Gmail B&M Builders Estimating Team <estimating@bm-builders.com

RQF DBE: Landscaping/Irrigation : Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com> Tue, Feb 25, 2025 at 2:03 PI
o: B&M Builders Estimating Team <estimating@bm-builders.com>
cc: cheryl tyrrell <tyrrellresources@sbcglobal.net>, Teyeslandscaping@yahoo.com, hdhillon@amcon-construction.com, imberly@atlaslab.com

Good Morning,

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www.bm-builders.com

Pioneer Trail Ped Improvement Ph II Bid Doc.pdf

Pioneer Trail Ped Improvement Ph II Planset.pdf

estima

Gmail B&M Builders Estimating Team <estimating@bm-builders.com

RQF Follow Up: Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com> Tue, Mar 4, 2025 at 7:28 AM
o: B&M Builders Estimating Team <estimating@bm-builders.com>
cc: cesar@unicoengineering.com, patricia.preston@apexcivil.com, becky@areawest.net, Estimating TullyGroup estimating@tullygroup.com>, Estimating <estimating@swppqueen.com>, Donnie Howell <dhowell@dwhremoval.com>, aru@cbeelandscapes.com, hdhillon@amcon-construction.com, Mario De Souza <mario@mjdengineering.com>, info@joseph-ngineering.com, estimating@dirtydynastyinc.com, nick@rupertsupply.com, 91112@freshcoatpainters.com, dbe.tvs@gmail.com, stimating <estimating@cattrackinginc.com>, Austin Estimating <estimating@austin-enterprise.com>, Mat Almendariz ma@almendarizconsulting.com>, estimating@3pconst.com, omar@wecincorporated.com, info@lightspeed-sac.com, harles@primcore.com, eric@ybelectric.biz, cheryl tyrrell <tyrrellresources@sbcglobal.net>, Teyeslandscaping@yahoo.com, imberly@atlaslab.com

Hello,

B&M Builders would like to follow up with our quote request for the Pioneer Trail Pedestrian Improvements Phase II project. The project is located in South Lake Tahoe and is bidding at 2:00PM on 3/11/2025.We need a quote by 10AM 3/11/2025. All plans and specs are attached to the forwarded email below. If you have any questions or concerns please reach out.

Thanks for your time,

Miranda Herman

Civil Estimating Department

B & M Civil LLC

CA Lic. 861848 | DIR 1000003277

11330 Sunrise Park Dr, Ste C. Rancho Cordova, CA 95742

O 916.638.8626 | **F** 916.352.6944

www.bm-builders.com

Pioneer Trail Ped Improvement Ph II Bid Doc.pdf

Pioneer Trail Ped Improvement Ph II Planset.pdf

Gmail B&M Builders Estimating Team <estimating@bm-builders.com

RQF Follow Up: Pioneer Trail Pedestrian Improvements Phase II

message

&M Estimating Department <estimating@bm-builders.com> Mon, Mar 10, 2025 at 8:37 AM
o: B&M Builders Estimating Team <estimating@bm-builders.com>
cc: cesar@unicoengineering.com, patricia.preston@apexcivil.com, becky@areawest.net, Estimating <estimating@swppqueen.com>, onnie Howell <dhowell@dwhremoval.com>, caru@cbeelandscapes.com, hdhillon@amcon-construction.com, Mario De Souza mario@mjdengineering.com>, info@joseph-engineering.com, estimating@dirtydynastyinc.com, nick@rupertsupply.com, 1112@freshcoatpainters.com, dbe.tvs@gmail.com, Estimating <estimating@cattrackinginc.com>, Austin Estimating <estimating@austin-nterprise.com>, Mat Almendariz <ma@almendarizconsulting.com>, estimating@3pconst.com, omar@wecincorporated.com, ıfo@lightspeed-sac.com, charles@primcore.com, eric@ybelectric.biz, cheryl tyrrell <tyrrellresources@sbcglobal.net>, eyeslandscaping@yahoo.com, kimberly@atlaslab.com

- Bid Doc Addendum 1.pdf
- Pre-Bid Sign In Sheet.pdf
- Pioneer Trail Ped Improvement Ph II Bid Doc.pdf
- Pioneer Trail Ped Improvement Ph II Planset.pdf

Hello,

B&M Builders would like to follow up with our quote request for the Pioneer Trail Pedestrian Improvements Phase II project. The project is located in South Lake Tahoe and is bidding at 2:00PM on 3/11/2025.We need a quote by 10AM 3/11/2025. All plans and specs are attached to the forwarded email below. If you have any questions or concerns please reach out.

Thanks for your time,

Miranda Herman

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www.bm-builders.com

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
Please see attached	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Please see attached

Names, addresses and phone numbers of firms selected for the work above:

None

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

B&M Civil LLC posted an advertisement on Construction Bid Source, obtained subcontractor information from the Caltrans website, and solicited to subcontractors for work that we are unable to self-perform.

Pioneer Trail Pedestian Improvement Phase II Work Made Available				
Items of Work	Proposer or Bidder Normally Performs Items (Y/N)	Breakdown of Items	Amount ($)	Percentage of Contract
Construction Staking	N	4 - Construction Staking	$25,800.00	0.410%
Tree Services	N	12-13 - Tree Removal	$60,965.00	0.970%
Striping	N	31-46 - Striping	$45,552.75	0.725%
Electrical	N	47-50 - Electrical	$1,498,000.00	23.836%

Pioneer Trail Pedestian Improvement Phase II DBE Rejection			
DBE Name	Address	Phone Number	Reson for Rejection
Central Trucking	P.O. Boc 433, Manteca, CA 95336	209-884-2881	B&M has been provided cheaper trucking
Jabi Trucking Inc.	PO Box 1446, Williams, CA 95987	707-319-8553	B&M has been provided cheaper trucking
Jalquin's Trucking, Inc.	PO Box 1029, Diamond Springs, CA 95619	530-391-2011	B&M has been provided cheaper trucking
SHK Hauling Inc.	9860 Calvine Rd, Sacramento, CA 95829	916-375-1192	B&M has been provided cheaper trucking
USA Trucking Inc.	1900 Willbur Avenue, Antioch, CA 94509	707-624-9522	B&M has been provided cheaper trucking
West Coast Water & Trucking, Inc.	3941 Park Dr Suite 20-231, El Dorado Hills, CA 95762	916-358-8697	B&M has been provided cheaper trucking
MZB Engineering	1192 Athlone Ln, Corona, CA 92882	949-254-4792	We do our own traffic control
Roll 'N Rock Construction Inc.	5527 Truck Village Drive, Mount Shasta, CA 96067	530-925-1408	We do our own traffic control
Sierra Geotech	4470 Yankee Hill Rd Ste 110, Rocklin, CA 95677	412-999-3719	No Testing Needed
Tyrrell Resources Inc.	P.O. Box 8219, Truckee, CA 96162	530-249-3800	Hargo's Land Managemnt was cheaper
Rupert	12405 Gold Flake Ct, Rancho Cordova, CA 95742	925-229-5577	We got everything and more items quoted from another supplier

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

No assistance was requested from B&M Civil LLC

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
Construction Bid Source	2/25/2025	No bids were received

H. Any additional data to support a demonstration of good faith efforts:

N/A

DEPARTMENT OF TRANSPORTATION

FINANCE LETTER

Dates 01/31/2025

EA Nos

DISTRICT 03-ED-0-SLTO

Project Nos STPL-5398(014)

Adv Project ds 0319000017

Project End Dates 12/31/2026

Tos City of South Lake Tahoe

Est Tot Proj Costss $60 01 20 090

FFAACE ITEMS	PRO RATA OR LUMPS UM	TOTAL COST OF [OR\	FEDERAL PART. COST	FED. REFMB 0	FEDERAL F:@ DS 2230	FEDERAL F:@ DS M400	FEDERAL F:@ DS 2910	FEDERAL F:@ DS 2905	FEDERAL F:@ DS Y400	FEDERAL F:@ DS Y230	STATE ATP C20.30.H20.100J	LOCAL F:@ DS	OTHER F:@ DS
Agency Preitmtnary Engtneertng	Lump Sum	$4740 41 50 00	$4740 41 50 00	880 53o	$4200 0000 00	$00 00	$00 00	$00 00	$00 00	$00 00	$00 00	$540 41 50 00	$00 00
Rtght of Way	Lump Sum	$464i 251 0 00	$464i 251 0 00	880 53o	$00 00	$3000 0000 00	$1 1 00 81 80 00	$1 820 00	$00 00	$00 00	$00 00	$530 251 0 00	$00 00
Contract temss $40 1 680 703 Uttatttess $443i 500 Contingencies $461 0 221 Totais $50 0730 424													
Con stru ctt on	Lump Sum	$1 0 2000 0000 00	$1 0 2000 0000 00	00 OOo	$00 00	$00 00	$00 00	$00 00	$00 00	$00 00	$1 0 2000 0000 00	$00 00	$00 00
Con stru ctt on	Lump Sum	$20 2390 8000 00	$1 0 751 0 9500 00	880 53o	$00 00	$00 00	$00 00	$00 00	$1 0 551 0 0000 00	$00 00	$00 00	$2000 9500 00	$4870 8500 00
Con stru ctt on	Lump Sum	$1 0 6330 624i 00	$1 0 6330 624i 00	370 1 0o	$00 00	$00 00	$00 00	$00 00	$00 00	$6060 0000 00	$00 00	$1 0 0270 624i 00	$00 00
Totaiss		$6601 26 090. 00	$565246240. 00		$4206000. 00	$3006000. 00	$1 1 06 81 8. 00	$1 82. 00	$1 6 551 6 000. 00	$6066000. 00	$1 62006000. 00	$1 6 3366240. 00	$48H6850. 00

Partticpatton Rattos 91 089o

Thts Ftnance Letter was created based on spectftc ftnanctai tnformatton provtded by the responstbae aocaa agency0 The foaaowtng encumbrance htstory ts prepared by Locaa Asststance Accounttng Offttce and ts provtded here for aocaa agencyts tnformatton and acttono

Stgnatures Omid Asaar

Prtnted Names Omtd saar

Ttaes HQ Sr0 Area Engtneer

Teiephone Nos (916) 539-2897

Remarkss SEQ 4s nttaa Authortizatton of CON Phase0 Obatgattng $1 0551 00000 00 of CMAQ0 $6060 0000 00 of RSTP0 and $1 02000 0000 00 of State ATP funds tnto CON Phase0

DEPART ENT OF TRANSPORTAT ON

F NANCE LETTER

Date: 01 /31 /2025
D (CO (RT: 03-ED-0-SLTO
Project No: STPL-5398(01 4)
Adv6 Project d: 031 900001 7
Project Erd Date: 1 2/31 /2026

EA No:

To: City of Soutt Lake Tatoe

Est Tot Proj Costs: $69 01 29 090

ACCOUNTHNG HNFORMATION STPL-5398(01 4)									Cooperative Work Agreerrert	
AD46 PROJECT D	APPROP6 UN T	STATE PROG6 FED/ STATE		EN CU 8RAN CE A OU N T	APPROP 9EAR	E:PEND TURE A OU N T	EN CU 8RAN CE 8ALANCE	RE4ERS ON DATE*	A==RO@AB AMOU N T	AG=IRATION BATA
031 900001 7	251 02F	203001 081 0	F	$6069 0006 00	2425	$06 00	$6069 0006 00	06/30/2030		
031 900001 7	251 02F	203001 0820	F	$1 9 551 9 0006 00	2425	$06 00	$1 9 551 9 0006 00	06/30/2030		
031 900001 7	25608	20307201 00		$1 9 2009 0006 00	2425	$06 00	$1 9 2009 0006 00	06/30/2030		
031 900001 7	221 02F	203001 081 0	F	$1 1 1 9 0006 00	21 22	$1 1 1 9 0006 00	$06 00	06/30/2027		
031 900001 7	221 02F	203001 0820	F	$3009 0006 00	21 22	$47i 271 6 38	$2529 7286 62	06/30/2027		
031 900001 7	21 1 02F	203001 081 0	F	$1 1 09 274 00	2021	$1 1 09 274 00	$06 00	06/30/2026		
031 900001 7	1 81 02F	203001 081 0	F	$3099 7266 00	1 71 8	$3099 7266 00	$06 00	06/30/2023	PQ RS TUVW XX	XRYVXYUXU.

*Please refer to tte applicable CTC Guidelires for Tirrely Use of Furds (TUF) Provisiors6 Also refer to your allocatior rotificatior letter(s) for allocatior-specific TUF deadlires6

*Please subrrit irvoices to tte appropriate Districts by April 1 st to avoid furds lapsirg or tte Jure 30tt reversior date listed above ard to allow sufficiert tirre for Accourtirg ard SCO year-erd closirg procedures

DEPARTMENT OF TRANSPORTATION

Date: 01/31/2025
D_CO_RT: 03-ED-0-SLTO
Project No: STPL-5398(014
Adv. Project Id: 0319000017
PPNO: 03-6140
Project End Date: 12/31/2026

PROJECT DEADLINES

Agency: 5398 South Lake Tahoe

Allocations Information – Allocation Deadlines (Data excludes extensions and funding shifts)

ALLOCATION INFORMATION						ALLOCATION DEADLINES				
						Timely Use of Funds (TUF) Dates			PSA REQMT	Fed Funds
ALLOCATION DATE	ACTION	PPNO	PHASE	FED/ STATE	ALLOCATION AMOUNT	(Cost Incurred) **EXPENDITURE**	**CONTRACT AWARD**	**COMPLETION**	LAST INVOICING OPPORTUNITY	PROJECT END DATE
12/06/2024	CTC	03-6140	Const	S	$1,200,000.00	Award + 3 Yrs	06/30/2025	Award + 3.5 Yrs	Award + 3.5 Yrs	

* The Project Deadline/Allocation Information table reflects the amount(s) originally allocated by the CTC. See the current finance letter for the corresponding encumbrance amounts after any required federal obligation.
* Allocation funding shifts (if any) are reflected on the Finance Letter. Note, If any "Const" Allocation is divided between CON and CE, it must be separated on the finance letter.
* Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) provisions. Also refer to your allocation notification letter(s) for allocation-specific deadlines/extensions.

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DEPARTMENT OF TRANSPORTATION

PROJECT DEADLINES

Agency: 5398 South Lake Tahoe

Date: 01/31/2025
D_CO_RT: 03-ED-0-SLTO
Project No: STPL-5398(014)
Adv. Project Id: 0319000017
PPNO: 03-6140
Project End Date: 12/31/2026

5398014 S4 FL 1.31.25

Final Audit Report 2025-02-04

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: May 6, 2025
Agenda Item #: 18

Agenda Item: Agenda Planning Calendar

Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joseph Irvin, City Manager, and Susan Blankenship, City Clerk

Attachments:

APC - 05 01 2025.pdf

2025 Agenda Planning Calendar (Updated 05 01 2025)

Department		Agenda Item	Agenda Section
May 20, 5:30 p.m.	**City Attorney**	Time-Share Ordinance Amendments (First Reading)	NB
		VHR Permit Preference Resolution	NB
		Use Agreement with EDC for Multigenerational Recreation & Aquatic Cente	NB
	CA/Finance	Resolution to Authorize Judicial Foreclosure Proceedings for CFD 2001-1	NB
	Dev Services	PIP Grant Award Budget Appropriation & Loan Amendment 3900 LTB	Consent
		Development Rights Annual Report	Consent
	Parks & Rec	Ordinance Establishing Parks Commercial Use Permit (Second Reading)	Consent
	Police	VHR Fees and Staffing	NB
	Public Works	2024 Road Rehab Reconciliation	Consent
		CTC Easement Purchase	Consent
		2025 Road Rehab Drainage Replacement Project/STPUD In Lieu Fee	Consent
		Award Citywide Traffic Calming Toolbox	NB
June 3, 9 a.m.	**City Attorney**	Time-Share Ordinance Amendments (Second Reading)	Consent
	CA/PD	Potential Amendment to Ord Regarding SMD	NB
	City Clerk	Bike Month	Proc

2025 Agenda Planning Calendar (Updated 05 01 2025)

	City Manager	California Climate Action Corps Fellows Projects Presentation	Presentation
		EV Charging Station High Priority Selection/Budget Allocation	UB
	Dev Services	ADU Parcel Analysis	NB
	Finance	Quarterly Budget and Financial Status Report as of March, 2025	Consent
		Investment Portfolio Report as of March 2025	Consent
	Public Works	CSA Assessment Confirmation	PH
		Draft 2025/26 CIP Recommendation	NB
		Facilities Conditions Report	NB
		SB 1 Resolution	Consent
	HR	Approval of City Salary Table	Consent
	Fire	CTC Contract	NB
June 17, 5;30 p.m. STRSA	**Dev Services**	Mid-Town Area Plan Draft Presentation and Implementation Discussion	NB
		Pay for Success Agreement Tahoe Coalition for the Homeless	UB
		Emergency Shelter and Warm Room Discussion	NB
		South Tahoe Refuse Delinquent Fees Report	PH
	Finance	Direct Charge of Mello-Roos Special Tax for CFD 1995-1 for FY 25-26	Consent

2025 Agenda Planning Calendar (Updated 05 01 2025)

		Annual Special Tax for CFD 2001-1 Series 2015 Special Tax Refunding Bo	STRSA Consent
	Parks	Regan Beach Grant Acceptance and Budget Allocation	NB
		El Dorado Beach Revement Project and Budget Allocation	NB
	Public Works	Award of PD Roof Replacement	Consent
		Public Works Annual Report	Consent
		Sierra Blvd Speed Limit Report	PH
		Bijou Connector Project Construction Award	Consent
		Award Grant Writing Services for CIP Projects	Consent
Aug.12, 9 a.m.	**City Manager**	Follow up report from RSG, Inc. on economic development of Chateau	UB
	Public Works	Award Contract for Hwy 50 Corridor Study	NB
Aug. 26, 9:00 a.m.		Budget Workshop	
Sep.9, 9 a.m.			
Sep. 23, 5:30 p.m.	**Finance**	Draft User Fee Study Presentation	NB
Oct. 21, 5:30 p.m.	**City Clerk**	Pet Wellness Awareness Month (Humane Society, Erin Ellis)	Proclamation
	Dev Services	2025 California Building Standards Code Adoption (First Reading)	NB
Nov. 18, 2025	**Dev Services**	2025 California Building Standards Code Adoption (Second Reading)	Consent

2025 Agenda Planning Calendar (Updated 05 01 2025)

Unscheduled/Pending		
	City Attorney	Discussion: City Requirement to Replace Housing Units within the City
		Ethics Policy Revisions
	City Clerk	Records Management Policy
	City Manager	Grants/Funding for Undergrounding Utilities
		South Tahoe Transit JPA Discussion
	Dev Services	Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation
		Competative PHLA Budget Appropriation and Loan Agreement
		Discussion: Second Home Cap/Permit Options
	Finance	Disolution STJPPFA
	Fire	
	Parks & Rec	Events and Facitilies Naming Rights Discussion
	Police	2024 Update to Parking Fees in the Bellamy Parking Garage
		Barton Community Health Needs and Harm Reduction Update
	Police/PW	Bike Paths, Bike Parking, Vehicle Parking
	Public Works	Geothermal Use Discussion Item

2025 Agenda Planning Calendar (Updated 05 01 2025)

	Award James-Eloise Drainage Upgrade
	TTD US 50 Plans Presentation
	Award Lakeview and Ski Run Electrical Upgrades
	Award PS&E for Sugar Pine Bike Path Project
	Award Grant Writing Services Contract
	Award US 50 RSA City Portion Upgrades