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

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

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

**Public Participation**
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, City Facebook page at www.facebook.com/CityofSLT/ and via ZOOM at this link https://us06web.zoom.us/j/89717493915
A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us

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

By Phone: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is ID: 897 1749 3915 press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak.

In Writing: Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

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

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

## Call to Order/Pledge of Allegiance

## Roll Call

## City Employee Recognition

**1.** City Employee Recognition - One City employee will be recognized for her contribution of major significance in Women's History.

## Public Communications

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

## City Commission Reports

## Consent Agenda

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

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

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

**2.** Law Enforcement Specialized Unit Grant – Domestic Violence Programs
Requested Action / Suggested Motions: Pass a Resolution ratifying grant application and execution of grant agreement and authorizing receipt of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for the calendar year 2022 in an amount up to $203,142.
Responsible Staff Member: Jeff Roberson, Lieutenant
Item 2 - Executive Summary.pdf
01-Staff Report.docx
02-Resolution.docx
03-Grant Agreement (Exh. A to Reso).pdf
04-Agreement with Live Violence Free.pdf

05-Sole Source.pdf

**3.** Grant Acceptance and Fund Appropriation for Campground Restroom Relocation
Requested Action / Suggested Motions: Pass a Resolution to accept grant awards in the amount of $427,952 through the State of California Department of Parks and Recreation Proposition 68 Per Capita and RIRE grant funding programs and appropriate said grant awards towards the relocation of the existing restroom located at the City's campground for purposes of clearing the existing site for the construction of the city's new Multi-Generational Recreation and Aquatics Facility.
Responsible Staff Member: Jim Marino, Capital Improvement Projects Manager
Item 3 - Executive Summary.pdf
01-Staff Report-Campground Restroom Relocation.docx
02-Resolution-Grant Acceptance Campground Restrooms.docx
03-Grant Contracts (Attachment to Reso).pdf

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

**5.** Grant Application to California Natural Resources Agency, Urban Greening Grant Program for the Tahoe Valley Stormwater & Greenbelt Improvement Project
Requested Action / Suggested Motions: Pass a Resolution authorizing Public Works to submit grant application for an amount of up to $4.5 million to California Natural Resources Agency, Urban Greening Grant Program.
Responsible Staff Member: Stan Hill, Engineering Manager and Jason Burke, Stormwater Program Manager

Item 5 - Executive Summary.pdf
01-Staff_Report-GrantAuthorization.docx
02-Location Map.pdf
03-Resolution-Urban Greening Grant Authorization.docx

**6.** Amendment No. 4 to Professional Services Agreement between Cardno and the City of South Lake Tahoe for the Tahoe Valley Stormwater & Greenbelt Improvement Project
Requested Action / Suggested Motions: Pass a Motion to authorize and direct the Mayor to execute Amendment No. 4 to Professional Services Agreement between Cardno and the City of South Lake Tahoe to extend term for one year until June 30, 2023 and add compensation of $64,590 for a total amount not to exceed $736,350.
Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Stormwater Program Coordinator
Item 6 - Executive Summary.pdf
01-Staff Report-Amendment No.4.docx
02-Location Map.pdf

03-Amendment No.4 - Cardno.doc
04-EXHIBIT D to Amendment No. 4 (Scope of Work).pdf
05-Cardno Agreement and Amendment Nos. 1 and 3.pdf
06-Cardno Amendment No. 2.pdf

**7.** Reimbursement Agreement with South Tahoe Public Utility District for the Bijou Project
Requested Action / Suggested Motions: Pass a Motion to authorize and direct the Mayor to execute an Agreement with South Tahoe Public Utility District for payment in lieu of pavement repair as a result of water line replacement for the Bijou Water Replacement Project.
Responsible Staff Member: Anush Nejad, Director of Public Works
Item 7 - Executive Summary.pdf
01-Staff Report - Reimbursement Agreement with STPUD.docx
02 - STPUD Pmt-in-Lieu Agreement with City for Bijou Pipeline Project.pdf

**8.** 2021-2022 Master Fee Schedule
Requested Action / Suggested Motions: Pass a Resolution adopting the Annual Master Schedule of Fees and Charges for City Services.
Responsible Staff Member: Mayra Bahr, Accountant I
Item 8 - Executive Summary.pdf
01-Staff Report - 2022 Master Fee Schedule.docx
02-Resolution - Master Fee Schedule 2022.docx
03-Master Fee Schedule 2022 (Exh. A to Reso).pdf
04-Financial Policy.pdf

**Regular-Unfinished Business**

**9.** Proposed Amendments to Cannabis Ordinance and Public Safety License Ordinance Regarding On-site Consumption, Allowing increased Cultivation Canopy of 22,000 Square Feet, and Allowing Owners and Operators to Hold More Than One Non-Retail Permit
Requested Action / Suggested Motions: 1) Pass a Motion finding that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act; and 2) Pass a Motion to hold a first reading (by title only) of Version 1 or Version 2 of an Ordinance amending Article X (Cannabis Regulations) of Chapter 6.55 of the South Lake Tahoe City Code, and refer second reading and adoption to the April 5, 2022 meeting; and (only if City Council holds a first reading of Version 1 of the ordinance allowing on-site consumption) (3) Pass a Motion to hold a first reading (by title only) of an Ordinance amending Chapter 4.180 (Cannabis Public Safety License Ordinance) to incorporate application process and operating requirements for on-site consumption.
Responsible Staff Member: Heather Stroud, City Attorney
Item 9 - Executive Summary.pdf
01 - Staff Report.docx
02 - Cannabis Ordinance - Version 1 Allowing On-Site Consumption.docx
03 - Cannabis Ordinance - Version 2 Prohibiting On-Site Consumption.docx
04 - Public Safety License Ordinance - Regulating Onsite Consumption.docx
05 - Cannabis Ordinance Redline Version 1 Allowing On-Site Consumption.pdf
06 - Cannabis Ordinance Redline Version 2 Prohibiting On-Site Consumption.pdf
07 - Public Safety License Ordinance Redline Regulating Consumption Lounges.pdf
08 - PC Resolution 2022-001 Amendment to Proposed Cannabis Ordinance.pdf
09- Public Notice in Tahoe Daily Tribune .pdf

**10.** Cannabis Revenue Policy, Grant Program Process and Guidelines

Requested Action / Suggested Motions: Pass a Resolution adopting the Cannabis Revenue Policy, Grant Program Process and Guidelines.
Responsible Staff Member: Joseph Irvin, City Manager
Item 10 - Executive Summary.pdf
01-Staff Report - Cannabis revenue grant program process and guidelines.docx
02-Resolution-Cannabis Revenue Grant Program Process and Guidelines.docx
03-Exhibit A to Reso - CANNABIS REVENUE GRANT PROGRAM PROCESS AND GUIDELINES.docx

**Regular-New Business City Council**

**11.** Police Department Annual Report 2021
Requested Action / Suggested Motions: Receive and File.
Responsible Staff Member: David Stevenson, Police Chief
Item 11 - Executive Summary.pdf
01-STAFF REPORT - PD ANNUAL REPORT 2021.docx
02 - PD Annual Report 2021.pdf

**12.** Appropriation of State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA) for Park Projects
Requested Action / Suggested Motions: Pass a Resolution appropriating SLFRF funds in the amount of $50,000 for the acquisition of solar trash compactors to be placed throughout City parks and $35,000 for proposed maintenance improvements to the City's Bike Park.
Responsible Staff Member: Lauren Thomaselli, Parks and Recreation Director
Item 12 - Executive Summary.pdf
01-Staff Report - ARPA Park Projects
02-Resolution - ARPA Parks Projects.docx
03_eCube Labs-Brochure_2021_BATC.pdf
04_BBPA-City-Maintenance-Agreement.pdf
05_BMX_Parks and Rec Commission Pressi.pptx

**13.** 2021 General Plan Annual Report and Surplus Land Inventory
Requested Action / Suggested Motions: 1) Pass a Resolution accepting the General Plan Annual Report for 2021; and, 2) Pass a Resolution declaring surplus land inventory
Responsible Staff Member: Madison Dederick, Assistant Planner
Item 13 - Executive Summary.pdf
01-Staff Report - General Plan & Surplus Property.docx
02-Resolution - General Plan Annual Report.docx
03-General Plan Annual Report (Exh. A to Reso).pdf
04-Resolution Declaring Surplus Land Inventory.docx

**14.** Fiscal Year 2021-2022 Mid-Year Budget Review, Amendments to the Allocated Permanent Position Listing, and Five Year Financial Plan Update
Requested Action / Suggested Motions: Pass a Resolution approving FY 2021-2022 Mid-Year Budget Adjustments and Amendments to the Allocated Permanent Position Listing for Changes Made during Mid-Year.
Responsible Staff Members: Olga Tikhomirova, Director of Finance and Joseph Irvin, City Manager
Item 14 - Executive Summary.pdf

01-Staff Report - Mid-Year Budget and Five-Year Financial Plan.docx
02-Resolution- Mid-year Budget 2021-2022.docx
03-Position Allocation 21-22 Budget (Exh. A to Reso).pdf
04-Salary Tables for Resolution_eff 4.02.22 (Exh. B to Reso).pdf
05-5yr Finacial Plan & Assumptions as of March 2022.pdf
06-CalPERS Circular Letter 200-006-22.pdf

**15.** Joint application with El Dorado County for Grant from U.S. Economic Development Administration (EDA) for Middle-Mile Broadband Implementation
Requested Action / Suggested Motions: Pass a Resolution: 1) Authorizing the Department of Public Works to jointly submit a grant application to the U.S. Economic Development Administration (EDA) in collaboration with El Dorado County for Middle-Mile Broadband Implementation along US 50 and 89; and 2) Committing to the match funding requirements in the total amount of $1,128,000 from 2021-2022 American Rescue Plan Act funding.
Responsible Staff Members: Joseph Irvin, City Manager and Anush Nejad, Director of Public Works

Item 15 - Executive Summary.pdf
01 - Staff Report - Broadband Grant.docx
02 - Draft Project Location Map and Grant Description.docx
03 - Resolution - EDA Grant.doc

**16.** Grant Applications to Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program for Complete Streets Programmatic Master Plan and Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project
Requested Action / Suggested Motions: Pass a Resolution: 1) Authorizing the Department of Public Works to submit two grant applications through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program; and 2) Committing to the match funding requirement in the amount of $480,000 for the Complete Streets Programmatic Master Plan and $400,000 for the Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project from the undesignated General Funds.
Responsible Staff Members: Anush Nejad, Director of Public Works and Jason Burke, Stormwater Program Coordinator
Item 16 - Executive Summary.pdf
01 - Staff Report - RAISE Grants.docx
02 - Complete Streets Project Location Map.pdf
03 - Ruby Way Project Location Map.pdf
04 - Letter of Support from Caltrans-Complete Street Programmatic Master Plan Project.docx
05 - Letter of Support from Caltrans-Ruby Way Project.docx
06 - RAISE 2022 Intake Form 2-8-22 for Complete Street Master Plan.docx
07 - RAISE 2022 Intake Form 2-8-22 for Ruby Way Project.docx
08 - Resolution - RAISE Grants.doc

**17.** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority
Requested Action / Suggested Motions: Pass a Resolution approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority to replace Successor Agency with Parking Authority.
Responsible Staff Member: Joseph Irvin, City Manager
Item 17 - Executive Summary.pdf
01-Staff Report - Parking Finance JPA Amendment.docx

02-Resolution - Parking Finance JPA Amendment.docx
03-Amendment to Parking Finance Authority JPA.docx
04-JPA Agreement - SLT.pdf

**Regular New Business - South Tahoe Redevelopment Successor Agency**

**18.** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority
Requested Action / Suggested Motions: Acting as the Board of the South Tahoe Redevelopment Successor Agency, Pass a Resolution Approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority to replace Successor Agency with Parking Authority.
Responsible Staff Member: Joseph Irvin, Executive Director
Item 18 - Executive Summary.pdf
01-Staff Report - STRSA Joint Powers Amendment.docx
02-STRSA Resolution - Joint Powers Finance Amendment.docx
03-STRSA Amendment to Joint Powers Agreement (Exh. A to Reso).docx
04-JPA Agreement - SLT.pdf

**Regular New Business - Parking Authority**

**19.** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority
Requested Action / Suggested Motions: Acting as the Board of Parking Authority of the City of South Lake Tahoe, Pass a Resolution Approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority to replace Successor Agency with Parking Authority.
Responsible Staff Member: Joseph Irvin, Chief Administrative Officer
Item 19 - Executive Summary.pdf
01-Staff Report - PACSLT Joint Powers Agreement.docx
02-PACSLT Resolution Amendment to Joint Powers.docx
03-PACSLT Amendment to Joint Powers Agreement (Exh. A to Reso).docx
04-JPA Agreement - SLT.pdf

**20.** Adoption of Bylaws of the Parking Authority of the City of South Lake Tahoe
Requested Action / Suggested Motions: Pass a Resolution adopting the official Bylaws of the Parking Authority of the City of South Lake Tahoe.
Responsible Staff Member: Joseph Irvin, Chief Administrative Officer
Item 20 - Executive Summary.pdf
01-Staff Report - Parking Authority Bylaws.docx
02-Parking Authority Resolution - Parking Authority Bylaws.docx
03- Reso. No. 2022-025 Parking Authority of the City of South Lake Tahoe.pdf

**Agenda Planning Calendar**

**21.** Agenda Planning Calendar
Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joseph Irvin, City Manager
Item 21 - Agenda Planning Calendar.pdf
APC - March 10, 2022.pdf

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

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

**Adjournment**

I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday March 15, 2022 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday, March 10, 2022 at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.

Signed March 10, 2022
\\sb\\
Susan Blankenship, Elected City Clerk

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 2

**Agenda Item:** Law Enforcement Specialized Unit Grant – Domestic Violence Programs

**Executive Summary:** The South Lake Tahoe Police Department and Live Violence Free (LVF) collectively received CalOES $203,142 grant to partially fund responses to domestic violence and sexual assault. Funding is distributed to the Police Department, LVF, the Joint Dispatch Center, and administration costs.

**Requested Action / Suggested Motions:** Pass a Resolution ratifying grant application and execution of grant agreement and authorizing receipt of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for the calendar year 2022 in an amount up to $203,142.
Responsible Staff Member: Jeff Roberson, Lieutenant

**Responsible Staff Member:** Jeff Roberson, Lieutenant (530) 542-6130

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

**Attachments**:

01-Staff Report.docx
02-Resolution.docx
03-Grant Agreement (Exh. A to Reso).pdf
04-Agreement with Live Violence Free.pdf
05-Sole Source.pdf

# City of South Lake Tahoe
# Report to City Council

**Meeting Date:** March 15, 2022

**Title:** Law Enforcement Specialized Unit Grant – Domestic Violence Programs

**Location:** Citywide

**Responsible Staff Member:** Jeff Roberson, Police Lieutenant (530) 542-6521

## Background:

Since 2003, the South Lake Tahoe Police Department has worked in partnership with Live Violence Free to supplement the investigation of domestic violence incidents, advocate for involved parties, educate the community and law enforcement on domestic violence issues, and provide counselling services to victim and perpetrator.

The Law Enforcement Specialized Unit program plays a vital role in the Police Department's ability to effectively protect victims of domestic violence and prosecute the offenders. Domestic violence continues to be a significant issue in our community and has devastating long-term effects on victims and their families.

In 2022, the South Lake Tahoe Police Department received a grant from the California Office of Emergency Services in the amount up to $203,142.00. This 2022 Law Enforcement Specialized Unit grant will fund $64,877 toward the salary of one SLTPD Detective. We have received this grant annually since 2017. The City of South Lake Tahoe would continue to pay for the benefits of the Detective as an "in kind" match to the grant in the amount up to $67,714. The grant award will provide an additional $28,000 to fund overtime expenses for the Joint Dispatch Center for fielding phone calls related to domestic violence. The grant award will also provide $3,000 to fund the Principal Management Analyst hours for completing grant related reports.

Live Violence Free will receive funding from this grant in operational support of Live Violence Free advocates and administrative costs in the amount up to $107,265. Attached is the Sole Source Justification and the Operational Agreement document between South Lake Tahoe Police Department and Live Violence Free.

The operational period for this specific grant funding cycle is, January 1, 2022 through December 31, 2022.

## Issue and Discussion:

This item is before the City Council is to ratify the grant application, execute the subrecipient award, and authorize acceptance of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department / Live Violence Free Law Enforcement Specialized Unit grant for calendar year 2022 in the amount up to $203,142.

## Financial Implications:

There will be no impact to the General Fund. This is a reimbursement grant that would be administered by the City of South Lake Tahoe. Upon award and funding, the budget will be loaded as follows:

Account # 238 02110

Revenue:

| | | |
|---|---|---|
| 33221 | $203,142 | |

Expenses:

| | | |
|---|---|---|
| 41040 | $28,000 | (Dispatch / Police Officer Overtime) |
| 42010 | $107,265 | (Live Violence Free Services) |
| 50001 | $67,877 | (Operating transfer out to General Fund for City of South Lake Tahoe staff, $64,877 toward the Domestic Violence detective and $3000 towards the Principal Management Analyst staff time hours) |

## Environmental Considerations:

This program will have no impact on the environment.

## Policy Implications:

None.

# Resolution 2022-XXX

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

**March 15, 2022**

**Authorizing receipt of grant funds from the California Office of Emergency Services (Cal OES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant for the calendar year 2022 in an amount up to $203,142**

## BACKGROUND

A. The City of South Lake Tahoe and Live Violence Free are committed to maintain the Domestic Violence Response Team (DVRT) in support of victims and families of domestic violence, and

B. The City of South Lake Tahoe in partnership with Live Violence Free has applied for, and been awarded, a grant through the California Office of Emergency Services in the amount up to $203,142 in support of the DVRT program for calendar year 2022, and

C. Live Violence Free is the only provider of on call domestic and sexual assault victim advocacy, counseling, and professional services in the area. LVF provides extensive crisis intervention and counseling services that directly benefit the health and well-being of our victims, their families, and community families.

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

1. Ratifies the SLTPD/LVF Law Enforcement Specialized Unit grant application.
2. Ratifies execution of the subrecipient award agreement, attached hereto as Exhibit "A."
3. Approves and authorizes the grant award, and upon funding by Cal OES authorizes the Chief of Police to coordinate with the Finance Department to load the budget as follows:

   Account # 238 02110

| | | | |
|---|---|---|---|
| Revenue Account: | 33221 | $203,142 | |
| Expenses Account: | 41040 | $ 28,000 | (Dispatch / Police Officer Overtime) |
| | 42010 | $107,265 | (Live Violence Free Services) |
| | 50001 | $ 67,877 | (Operating transfer out to General Fund for City of South Lake Tahoe staff) |

4. Approves the sole source request for Live Violence Free to provide domestic violence and sexual assault services for an amount not to exceed $107,265.

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

GAVIN NEWSOM
GOVERNOR

[redacted]

MARK S. GHILARDUCCI
DIRECTOR

January 27, 2022

Jeffery Roberson, Sergeant
South Lake Tahoe, City of
1352 Johnson Boulevard
South Lake Tahoe, CA 96150-8200

Subject: NOTIFICATION OF APPLICATION APPROVAL
Law Enforcement Specialized Units Program
Subaward #: LE21 05 7994, Cal OES ID: 017-73108

Dear Mr. Roberson:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of $203,142, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

3650 SCHRIEVER AVENUE I MATHER, CALIFORNIA 95655
VICTIM SERVICES BRANCH
TELEPHONE: (916) 845-8112

TT

(Cal OES Use Only)

| Cal OES # | 017-73108-04 | FIPS # | 017-73108 | VS# | | Subaward # | LE21 05 7994 |
|---|---|---|---|---|---|---|---|

# CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
## GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** City of South Lake Tahoe **1a. DUNS#:** 095883476
2. **Implementing Agency:** South Lake Tahoe Police Department **2a. DUNS#:** 095883476
3. **Implementing Agency Address:** 1352 Johnson Blvd. (Street) South Lake Tahoe (City) 96150-8200 (Zip+4)
4. **Location of Project:** South Lake Tahoe (City) El Dorado County (County) 96150-8200 (Zip+4)
5. **Disaster/Program Title:** Law Enforcement Specialized Units Program **6. Performance Period:** 01/01/22 (Start Date) to 12/31/22 (End Date)
7. **Indirect Cost Rate:** Select NA **Federally Approved ICR** (if applicable): _____ %

| Item Number | Grant Year | Fund Source | A. State | B. Federal | C. Total | D. Cash Match | E. In-Kind Match | F. Total Match | G. Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| SMC 8. | 2021 | STOP | ~~$200,142~~ ~~$203,143~~ | $203,142 | | $67,714 | | $67,714 | $270,856 ~~$270,857~~ |
| 9. | Select | Select | | | | | | | |
| 10. | Select | Select | | | | | | | |
| 11. | Select | Select | | | | | | | |
| 12. | Select | Select | | | | | | | |
| SMC **Total** | **Project** | **Cost** | ~~$203,142~~ ~~$203,143~~ | $203,142 | $203,142 ~~$203,143~~ | $67,714 | | $67,714 | $270,856 ~~$270,857~~ |

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: David Stevenson Title: Chief of Police

Payment Mailing Address: 1901 Lisa Maloff Way, Suite 210 City: South Lake Tahoe Zip Code+4: 96150-7167

Signature: Date: 10/08/21

16. **Federal Employer ID Number:** 941610868

**(FOR Cal OES USE ONLY)**

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

DocuSigned by: Mary Rucker 9A3D0B66F24B485... 1/26/2022
**(Cal OES Fiscal Officer)** **(Date)**

DocuSigned by: Heather Carlson F76AD62C0BED440... 1/26/2022
**(Cal OES Director or Designee)** **(Date)**

ENY: 2021-22 Chapter:21 SL: 18411
Item: 0690-102-0890 Pgm: 0385
FAIN #:15JOVW-21-GG-00554-STOP 07/01/21-06/30/23
Fund: Federal Trust AL#: 16.588
Program: Law Enforcement Specialized Units Program
Match Req.: 25%, C/IK based on TPC
Project ID: OES21STOP000012
SC: 2021-18411 Amount: $ 203,142

DS JH DS DS

RECEIVED OCT 15 2021 BY: M Takahashi

ML# 748203

✓

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES**
**SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. **Cal OES Contact Information Section:**
   Governor's Office of Emergency Services
   Mark S. Ghilarducci, Director
   3650 Schriever Avenue
   Mather, CA 95655
   (916) 845-8506 (phone)

2. **Federal Awarding Agency Section:**

| Fund Year | Federal Program Fund / AL# | Federal Awarding Agency | Total Federal Award Amount | Total Local Assistance Amount |
|---|---|---|---|---|
| 2021 | Violence Against Women Act (STOP) / 16.588 | Office of Violence Against Women | $13,650,000 | $12,285,000 |
| Choose an item. | Choose an item. | Choose an item. | $ | $ |
| Choose an item. | Choose an item. | Choose an item. | $ | $ |
| Choose an item. | Choose an item. | Choose an item. | $ | $ |

3. **Project Description Section:**

   - Project Acronym (Please choose from drop down):
     Law Enforcement Specialized Units Program (LE)

   - Project Description (Please type the Project Description):
     Providing funding that will assist law enforcement agencies in California to enhance or create specialized units to provide a coordinated response to victims of domestic violence and their children.

4. **Research & Development Section:**

   - Is this Subaward a Research & Development grant?
     Yes ☐ No ☒

✓

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

# Grant Subaward Contact Information

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

1. **Grant Subaward Director:**
   Name: Jeffery Roberson Title: Sergeant
   Telephone #: (530) 542-6521 Email Address: jroberson@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

2. **Financial Officer:**
   Name: Lori Marino Title: Principal Management Analyst
   Telephone #: (530) 542-7410 Email Address: lmarino@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe, CA 96150-7167

3. **Programmatic Point of Contact:**
   Name: Matthew Morrison Title: Police Detective
   Telephone #: (530) 542-6138 Email Address: mmorrison@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

4. **Financial Point of Contact:**
   Name: Lori Marino Title: Principal Management Analyst
   Telephone #: (530) 542-7410 Email Address: lmarino@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe, CA 96150-7167

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:
   Name: David Stevenson Title: Police Chief
   Telephone #: (530) 542-6120 Email Address: dstevenson@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: David Stevenson Title: Police Chief
   Telephone #: (530) 542-6120 Email Address: dstevenson@cityofslt.us
   Address/City/ Zip Code (9-digit): 1352 Johnson Blvd. South Lake Tahoe, CA 96150-8200

7. **Chair** of the **Governing Body** of the Subrecipient:
   Name: Joseph Irvin Title: City Manager
   Telephone #: (530) 542-6043 Email Address: jirvin@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150-7167

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

# Grant Subaward Signature Authorization

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

Implementing Agency: South Lake Tahoe Police Department

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

**Grant Subaward Director:**

Printed Name: Jeffery Roberson, Sergeant

Signature: _____

Date: 10/08/2021

**Financial Officer:**

Printed Name: Lori Marino, Principal Management Analyst

Signature: _____

Date: 10/08/2021

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The following persons are authorized to sign for the **Grant Subaward Director:**

Signature: _____

Printed Name: Matt Morrison, Police Detective

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer:**

Signature: O. Tikhomirova

Printed Name: Olga Tikhomirova, Finance Director

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

## Grant Subaward Certification of Assurance of Compliance

Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that Subrecipients will comply with the following regulations and restrictions:

- State and federal civil rights laws,
- Drug-Free Workplace,
- California Environmental Quality Act,
- Lobbying restrictions,
- Debarment and Suspension requirements,
- Proof of Authority documentation from the city council/governing board, and
- Federal grant fund requirements.

The Applicant is required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES (see *Subrecipient Handbook (SRH)* Section 1.005 and Section IV. of this form).

**The Official Designee (see *SRH* Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form.** For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), with a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name, and/or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the federal program Special Conditions change after the approval of the Grant Subaward.

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

# Grant Subaward Certification of Assurance of Compliance

STOP Violence Against Women Formula Grant Program

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

I, David Stevenson (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

## I. Federal Grant Funds – SRH Sections 14.005

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure a single audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to allocate federal funds for the audit costs.

- [x] Subrecipient expends $750,000 or more in federal funds annually.
- [ ] Subrecipient does not expend $750,000 or more in federal funds annually

## II. Equal Employment Opportunity – *SRH Section 2.025*

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requested or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Subrecipients certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.**

EEO Officer: Thomas Stuart

Title: Assistant to the City Manager II

Address: 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150

Telephone Number: 530-542-6052

Email Address: tstuart@cityofslt.us

**III. Drug-Free Workplace Act of 1990 – *SRH Section 2.030***

The State of California requires that every person or organization receiving a Grant Subaward or contract shall certify it will provide a drug-free workplace.

**IV. California Environmental Quality Act (CEQA) – *SRH Section 2.035***

The California Environmental Quality Act (CEQA) (*Public Resources Code*, Section 21000 et seq.) requires all Cal OES-funded Subrecipients to certify compliance with CEQA. Subrecipients must certify they have completed, and will maintain on file, the appropriate CEQA compliance documentation.

**V. Lobbying – *SRH Sections 2.040 and 4.105***

Grant Subaward funds, property, and funded positions must not be used for any lobbying activities. This includes, but is not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

**VI. Debarment and Suspension – *SRH Section 2.045***

Subrecipients receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. The Subrecipient certifies that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

The Subrecipient certifies that it will not make any Second-Tier Subaward, or enter into any contract greater than $25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

**VII. Proof of Authority from City Council/Governing Board – *SRH Section 1.055***

Subrecipients accept responsibility for and must comply with the requirement to obtain a signed resolution from governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the Subrecipient. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also

agreed that Grant Subaward funds received from Cal OES shall not be used to supplant expenditures controlled by the governing board.

Subrecipients are required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. The Applicant is also required to maintain said written authorization on file and make readily available upon demand.

## VIII. Civil Rights Compliance – *SRH Section 2.020*

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

## IX. Federal Services*Training*Officers*Prosecutors (STOP) Violence Against Women Formula Grant Program Special Conditions

1. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

   The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The Subrecipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

2. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OVW authority to terminate award)

   The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients or individuals defined (for purposes of this condition) as "employees" of any

Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

3. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

4. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Subrecipients must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish)

at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds for this Fiscal Year

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

7. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as

described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Second-Tier Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

9. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that

may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

10. OVW Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Subrecipients, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

11. Compliance with Statutory and Regulatory Requirements

The Subrecipient must comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

12. Misuse of Award Funds

The Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

13. Consultant Compensation Rates

The Subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, Subrecipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

14. Publications disclaimer for STOP Formula Subrecipients

The Subrecipient agrees that all materials and publications (written, web-

based, audio-visual, or any other format) resulting from Grant Subaward activities shall contain the following statement: "This project was supported by Grant Subaward No. LE21 05 7994 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

15. Activities that compromise victim safety and recovery or undermine offender accountability

The Subrecipient agrees that Grant Subaward funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

16. Copyrighted Works

Pursuant to 2 C.F.R. 200.315(b), the Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a Subrecipient of this award, for federal purposes, and to authorize others to do so.

In addition, the Subrecipient must obtain advance written approval from the

OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Subrecipient (and of each contractor, or subcontractor as applicable) to ensure that this condition is included in any Second-Tier Subaward, contract, or subcontract under this award.

17. Requirement to report actual or imminent breach of personally identifiable information (PII)

    The Subrecipient must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

18. Unreasonable restrictions on competition under the award; association with federal government

    No Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the Subrecipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.

19. Determinations of suitability to interact with participating minors

    This condition applies to this award if it is indicated in the application for the award (as approved by DOJ), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by the Subrecipient) is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

    The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

    The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

    Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

    The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Restrictions on "lobbying" and policy development

    In general, as a matter of federal law, federal funds may not be used by the Subrecipient, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The Subrecipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or

tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Second-Tier Subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

24. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The Subrecipient must comply with, and is subject to, all applicable provisions of 41U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

25. VAWA 2013 nondiscrimination condition

    The Subrecipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or

disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The Subrecipient agrees that it will comply with this provision.

26. Non-supplantation

    The Subrecipient agrees that Grant Subaward funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

27. Confidentiality and information sharing

    The Subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. §12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees.

28. Requirements for Subrecipients providing legal assistance

    The Subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Subrecipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law

enforcement officials of their work; and (4) the Subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Subrecipient also agrees to ensure that any Second-Tier Subrecipient or contractor will comply with this condition. The Subrecipient agrees that it will comply with this provision.

29. Hiring Documents

    The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the funds.

30. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

    The Subrecipient, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

31. Requirements related to System for Award Management and unique entity identifiers

    The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

    The Subrecipient also must comply with applicable restrictions on Second-Tier Subawards, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

    The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

32. Performance progress reports and final report submission

The Subrecipient agrees to submit an annual report. Subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that Subrecipients must collect and report as a condition of receiving funding.

**All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.**

**CERTIFICATION**

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____

Official Designee's Typed Name: David Stevenson

Official Designee's Title: Chief of Police

Date Executed: 10/08/2021

Federal Employer ID #: 94-1610868 Federal DUNS #: 095883476

Current System for Award Management (SAM) Expiration Date: 1/26/22

Executed in the City/County of: City of South Lake Tahoe/ El Dorado County, CA

**AUTHORIZED BY:**

- ☐ City Financial Officer
- ☐ County Financial Officer
- ☒ City Manager
- ☐ County Manager
- ☐ Governing Board Chair

Signature: _____

Typed Name: Joseph Irvin

Title: City Manager

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

## Grant Subaward Budget Pages
Multiple Fund Sources

| Subrecipient: City of South Lake Tahoe | | | Grant Subaward #: LE21 05 7994 | | | |
|---|---|---|---|---|---|---|
| **A. Personnel Costs** - Line-item description and calculation | STOP 2021 | STOP 2021 Match | Fund Source 3 | Fund Source 4 | Fund Source 5 | Total Amount Allocated |
| **City of South Lake Tahoe**<br>Domestic Violence Response Team<br>**Salaries:** | | | | | | |
| 1 full time **Detective** assigned to DVRT program | $64,877 | $19,143 | | | | $84,020 |
| Regular Salary @ $46.44 hr/2080 hours = $96,595.20<br>Holiday Pay (Salary x 4.62%) $4,462.70<br>Longevity Pay (Salary x 5%) $4,829.76<br>Education Incentive (Salary x 5%) $4,829.76<br>ICI Pay (5% x total salary) $4,829.76<br>Detective Pay 5% (Salary x 5%) $4,829.76<br>Uniform Allowance $1,000.00 annually<br>Total Salary & Incentives: $122,876.88<br>(Only charging $84,020) | | | | | | |
| **Benefits** | | $48,571 | | | | $48,571 |
| Workers' Comp (Salary & Incent x 10%) $12,287.69<br>Health, life, survivor benefits $24,194.58 annually<br>City PERS (Salary+incent x 16.603%) $20,401.25<br>Medicare (salary+incent x 1.45%) $1,781.71<br>SUI (salary+incet x 0.5%) $614.38<br>Total Benefits: $59,279.62<br>(Only charging $48,571)<br>Total Salary + Benefits = $182,156.49<br>Fully Burdened hourly rate = $87.58 | | | | | | |
| **Overtime for SLT Dispatch**<br>Approx. 518 hours of crisis coverage to respond and serve Domestic Violence Victims<br>Estimated OT rate of $54.00/ hour | $28,000 | | | | | $28,000 |
| **Principal Management Analyst**<br>Grant Admin.- Approx. 47 hours @ $63.54/hr<br>Total Salary + Incentives = $105,532.13<br>Total Benefits: $26,632.26<br>Total Salary + Benefits = $132,164.38<br>Fully Burdened hourly rate = $63.54 | $3,000 | | | | | $3,000 |
| Personnel Costs Fund Source Totals | $95,877 | $67,714 | | | | $163,591 |
| **PERSONNEL COSTS CATEGORY TOTAL** | | | | | | $163,591 |

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

## Grant Subaward Budget Pages
Multiple Fund Sources

| Subrecipient: City of South Lake Tahoe | | | Grant Subaward #: LE21 05 7994 | | | |
|---|---|---|---|---|---|---|
| **B. Operating Costs** - Line-item description and calculation | STOP 2021 | STOP 2021 Match | Fund Source 3 | Fund Source 4 | Fund Source 5 | Total Amount Allocated |
| **SALARIES: Live Violence Free Staffing** | | | | | | |
| **(2) Advocate - Court** | | | | | | |
| (1) .50 FTE x $4,653/month x 6 months = | $13,959 | | | | | $13,959 |
| (1) .50 FTE x $4,885/month x 6 months = | $14,655 | | | | | $14,655 |
| (2) .50 FTE x $3,667/month x 6 months = | $11,001 | | | | | $11,001 |
| (2) .50 FTE x $3,850/month x 6 months = | $11,550 | | | | | $11,550 |
| Works directly with law enforcement to provide direct services in Spanish and English for victims of domestic violence and their children. Coordinates comprehensive victim services through advocacy with law enforcement, the courts, the medical community, Victim Witness and the District Attorney. | | | | | | |
| **Director of Operations and Client Services:** | | | | | | |
| .04 FTE x $7,592/month x 6 months = | $1,822 | | | | | $1,822 |
| .04 FTE x $7,961/month x 6 months = | $1,911 | | | | | $1,911 |
| Responsible for supervising advocates' activities, objectives, and scheduling. Responsible for dat-to-day operations and service provision. Provides direct service to clients as needed. | | | | | | |
| **Executive Director:** | | | | | | |
| .04 FTE x $8,181/month x 6 months = | $1,963 | | | | | $1,963 |
| .04 FTE x $8,590/month x 6 months = | $2,062 | | | | | $2,062 |
| Responsible for overall agency/project operations. Provides program oversigtht and staff development. | | | | | | |
| **Finance Director:** | | | | | | |
| .04 FTE x $7,436/month x 6 months = | $1,785 | | | | | $1,785 |
| .04 FTE x $7,808/month x 6 months = | $1,874 | | | | | $1,874 |
| Responsible for all fiscal aspects of the project, including budget development and compliance, modifications, and financial reports. Supervises Senior Accountant. | | | | | | |
| **Senior Accountant:** | | | | | | |
| .04 FTE x $5,075/month x 6 months = | $1,218 | | | | | $1,218 |
| .04 FTE x $5,329/month x 6 months = | $1,279 | | | | | $1,279 |
| Operating Subtotals: | $65,079 | | | | | $65,079 |

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

## Grant Subaward Budget Pages
Multiple Fund Sources

| Subrecipient: City of South Lake Tahoe | | | Grant Subaward #: LE21 05 7994 | | | |
|---|---|---|---|---|---|---|
| **B. Operating Costs** - Line-item description and calculation | STOP 2021 | STOP 2021 Match | Fund Source 3 | Fund Source 4 | Fund Source 5 | Total Amount Allocated |
| Processes payroll, accounts payable, and accounts receivable and provides financial grant management support to the Finance Director. | | | | | | |
| **Grants/Program Coordinator:** | | | | | | |
| .04 FTE x $5,902/month x 6 months = | $1,416 | | | | | $1,416 |
| .04 FTE x $6,197/month x 6 months = | $1,487 | | | | | $1,487 |
| Serves as Project Director and is responsible for coordination and completion of all grant objectives, activities and reporting requirements. Coordinates and provides staff training and direct services/ crisis line coverage as needed. | | | | | | |
| **Crisis Line Advocates:** | | | | | | |
| .05 FTE x $2,500/month x 12 months = Provide 24-hour crisis line coverage during the weekend and holidays. Provides emergency services and response to law enforcement the hospital and victims in need. | $1,500 | | | | | $1,500 |
| **Employee Benefits: Live Violence Free** | | | | | | |
| Benefit package includes: FICA,SUI, Workers' Compensation; Medical, Dental, Vision, Long Term Disability and Retirement for full time employees. Total benefits at 38.5049% | $26,754 | | | | | $26,754 |
| FICA 7.65% $5,315 | | | | | | |
| SUI 1.3% $903 | | | | | | |
| Retirement 8% $5,559 | | | | | | |
| Medical, Dental, Vision, LTD @ 19.7548% $13,726 | | | | | | |
| Workers Compensation 1.8% $1,251 | | | | | | |
| **Audit:** | | | | | | |
| 4% x $20,000/yr = The agency expends over $750,000 in Federal grant funds annually and is required to have a Single Audit under OMB guidelines. | $800 | | | | | $800 |
| **Contracted Informational Technology:** | | | | | | |
| 4% x $2,400/mo x 12 months = Annual cost of technical support for internet and computer networking contract. | $1,152 | | | | | $1,152 |
| Operating Subtotals: | $33,109 | | | | | $33,109 |

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

## Grant Subaward Budget Pages
Multiple Fund Sources

| Subrecipient: City of South Lake Tahoe | | | Grant Subaward #: LE21 05 7994 | | | |
|---|---|---|---|---|---|---|
| **B. Operating Costs** - Line-item description and calculation | STOP 2021 | STOP 2021 Match | Fund Source 3 | Fund Source 4 | Fund Source 5 | Total Amount Allocated |
| **Recruitment:**<br>4% x $833/month x 12 months =<br>Cost of classified and online advertisments for personnel recruitment including costs of pre-employment screening, background checks, and drug tests for new hires and volunteers. | $400 | | | | | $400 |
| **Communication:**<br>4% x $3,333/month x 12 months =<br>Cost of telephone, cell phones and internet for this project. | $1,600 | | | | | $1,600 |
| **Copying and Printing:**<br>4% x $241/month x 12 months =<br>Cost of copying and supplies for copiers, and professional copying and printing for this project. Pamphlets for direct services and referrals. | $116 | | | | | $116 |
| **Insurance-Property & Liability:**<br>4% x $1,667/month x 12 months =<br>Cost of insurance for this project. | $800 | | | | | $800 |
| **Insurance-Vehicle:**<br>4% x $333/month x 12 months =<br>Cost of insurance for this project. | $160 | | | | | $160 |
| **Janitorial:**<br>4% x $1,667/month x 12 months =<br>Cost of janitorial services for the business center and surrounding grounds. | $800 | | | | | $800 |
| **Maintenance and Repairs**<br>4% x $1,417/month x 12 months =<br>Cost of general maintenance and repairs for the business center and surrounding grounds. | $680 | | | | | $680 |
| **Office Expenses/Supplies:**<br>4% x $3,250/month x 12 months =<br>Costs of office expenses/supplies, storage rental costs for client files. | $1,560 | | | | | $1,560 |
| Operating Subtotals: | $6,116 | | | | | $6,116 |

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

## Grant Subaward Budget Pages
Multiple Fund Sources

| Subrecipient: City of South Lake Tahoe | | | Grant Subaward #: LE21 05 7994 | | | |
|---|---|---|---|---|---|---|
| **B. Operating Costs** - Line-item description and calculation | STOP 2021 | STOP 2021 Match | Fund Source 3 | Fund Source 4 | Fund Source 5 | Total Amount Allocated |
| **Outreach/Training Material:**<br>4% x $133/month x 12 months =<br>Cost of community outreach, education and training supplies and materials. | $64 | | | | | $64 |
| **Program Supplies:**<br>4% x $1,058/month x 12 months =<br>The cost of program related supplies and client care. | $508 | | | | | $508 |
| **Data Software License/Maintenance:**<br>4% x $2,083/month x 12 months =<br>Maintenace and subscripton to agency client data reporting software system to meet grant reporting requirements and track program outcome measures. Service agreement for fund accounting software.<br>4% x $2,083/month x 12 months = | $1,000 | | | | | $1,000 |
| **Postage:**<br>4% x $83/month x 12 months =<br>Cost of postage for this project for mailing legal documents and reports. | $39 ~~$40~~ | | | | | $39 ~~$40~~ |
| **Utilities:**<br>4% x $2,042/month x 12 months =<br>Utilities include gas, electric, sewer, water, garbage, snow removal, and security alarm system for this project. | $980 | | | | | $980 |
| **Travel/Mileage:**<br>.56 cents/mile x 30 miles/mo average x 12 mos =<br>Includes transportation to meet and accompany victims, day-to-day mileage for project staff to provide community education and mileage to attend court hearings. | $202 | | | | | $202 |
| **Vehicle Maintenance:**<br>4% of $350/month x 12 months =<br>To maintan vehicle used for client transportation to meet and accompany victims and for project staff to provide community education and maintenance of project sites. | $168 | | | | | $168 |
| Operating Subtotals: | $2,961 | | | | | $2,961 |
| Operating Costs Fund Source Totals | $107,265 | | | | | $107,265 |
| **OPERATING COSTS CATEGORY TOTAL** | ✓ | | | | | $107,265 ✓ |

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

## Grant Subaward Budget Pages
Multiple Fund Sources

| Subrecipient: City of South Lake Tahoe | | | Grant Subaward #: LE21 05 7994 | | | |
|---|---|---|---|---|---|---|
| **C. Equipment Costs** - Line-item description and calculation | STOP 2021 | STOP 2021 Match | Fund Source 3 | Fund Source 4 | Fund Source 5 | Total Amount Allocated |
| | | | | | | |
| Equipment Costs Fund Source Totals | | | | | | |
| **EQUIPMENT COSTS CATEGORY TOTAL** | | | | | | |

| **Grant Subaward Totals** - Totals must match the Grant Subaward Face Sheet | STOP 2021 | STOP 2021 Match | Fund Source 3 | Fund Source 4 | Fund Source 5 | Total Project Cost |
|---|---|---|---|---|---|---|
| **Fund Source Totals** | $203,142 | $67,714 | | | | $270,856 |

# VSPS Budget Summary Report

**LE21 Law Enforcement Specialized Units Program**
**South Lake Tahoe, City of**
Law Enforcement Specialized Units Program

**Subaward #: LE21 05 7994**
**Performance Period: 01/01/22 - 12/31/22**
**Latest Request: , Not Final 201**

## *A. Personal Services - Salaries/Employee Benefits*

| F/S/L | Funding Source | Budget Amount | Paid/Expended | Balance | Pending | Pending Balance |
|---|---|---|---|---|---|---|
| F | 21STOP | 95,877 | 0 | 95,877 | 0 | 95,877 |
| L | 21STOP | 67,714 | 0 | 67,714 | 0 | 67,714 |
| ***Total A. Personal Services - Salaries/Employee Benefits:*** | | ***163,591*** | ***0*** | ***163,591*** | ***0*** | ***163,591*** |

## *B. Operating Expenses*

| F/S/L | Funding Source | Budget Amount | Paid/Expended | Balance | Pending | Pending Balance |
|---|---|---|---|---|---|---|
| F | 21STOP | 107,265 | 0 | 107,265 | 0 | 107,265 |
| L | 21STOP | 0 | 0 | 0 | 0 | 0 |
| ***Total B. Operating Expenses:*** | | ***107,265*** | ***0*** | ***107,265*** | ***0*** | ***107,265*** |

## *C. Equipment*

| F/S/L | Funding Source | Budget Amount | Paid/Expended | Balance | Pending | Pending Balance |
|---|---|---|---|---|---|---|
| F | 21STOP | 0 | 0 | 0 | 0 | 0 |
| L | 21STOP | 0 | 0 | 0 | 0 | 0 |
| ***Total C. Equipment:*** | | ***0*** | ***0*** | ***0*** | ***0*** | ***0*** |

| | Budget Amount | Paid/Expended | Balance | Pending | Pending Balance |
|---|---|---|---|---|---|
| **Total Local Match:** | **67,714** | **0** | **67,714** | **0** | **67,714** |
| **Total Funded:** | **203,142** | **0** | **203,142** | **0** | **203,142** |
| **Total Project Cost:** | **270,856** | **0** | **270,856** | **0** | **270,856** |

**F/S/L (Funding Types): F=Federal, S=State, L=Local Match**
**Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule**

**01/27/22**

# Grant Subaward Budget Narrative

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

The Budget Detail Worksheet included in this application reflects the salaries associated with the Detective overseeing the Domestic Violence Response Team, overtime for South Lake Tahoe Dispatchers to respond and serve Domestic Violence victims and reporting parties, and Grant Administration for Finance staff to prepare and submit quarterly reimbursement requests, provide compliance management, and review expenses associated with Live Violence Free as the Partnering Agency.

The South Lake Tahoe Police Department (SLTPD) has assigned 1 full time Detective position in collaboration with Live Violence Free (LVF) to create the Domestic Violence Response Team (DVRT) to assist victims of domestic violence within the Tahoe Basin. Matt Morrison will be the assigned Detective working with Live Violence Free. Cost for the salary and benefits of this position is $182,156 annually. 36% of the salary will be charged to the grant in the amount not to exceed $64,877 as well as 11% of the salary being used as match in an amount of $19,143. Approximately 81% of the Detective benefits paid by the City of South Lake Tahoe will also be used as match in the amount of $48,571. Due to the overwhelming need to respond to domestic violence incidences within the city; SLTPD Dispatchers provide 9-1-1 services to respond and serve the numerous calls from victims and reporting parties. An estimated 518 hours of

overtime will be billed to the grant at an estimated rate of $54.00 per hour, not to exceed $28,000 during the term of the grant agreement. The Principal Management Analyst for Grants is responsible for all fiscal aspects related to the project including budget oversight, fiscal reporting, and compliance management. Lori Marino has over 21 years of experience in the Finance Department managing a multitude of grants totaling well over 20 million dollars in annual funding. Lori will bill the grant at a fully burdened hourly rate of $63.54 per hour base on actual time worked, not to exceed $3,000.

The Operational Expense section of the Budget Proposal outlines the salary, benefits, and direct operating costs from the subcontractor, Live Violence Free (LVF). Under this agreement, most of the funds are used to employ two Victim Witness Court Advocates at .50 FTE each for the twelve months of the grant period. These Advocates will serve as the point of contact person to the SLTPD detective. They are also committed to providing immediate and long-term victim support. The Victim Witness Court Advocates can provide victims and the SLTPD with services in English and Spanish. In addition to funding LVF's Victim Witness Court Advocates, funds have been delegated to support LVF's Executive Director, Crisis Line Advocates, the Director of Operations and Client Services, the Finance Director, and LVF's Grant/Program Coordinator. The

Executive Director supervises LVF's involvement in the project. Funds are also allocated to help support the 24-Hour Crisis Hotline. Use of funds in this way is extremely relevant to the services provided under the proposed project, as LVF commits to making a domestic violence victim advocate available to law enforcement at all times. The Director of Operations and Client Services is responsible for supervision of the advocates and providing support and direction to the staff. The Finance Director and the Grants/Program Coordinator will provide the daily administrative implementation oversight for the grant and will be responsible for compiling all financial and program progress reports. Funds have also been allocated for a percentage of the subcontractor's operating portion of the budget. The percent of these allocated costs for common project expenses are determined by multiplying the approved agency budget line-item for each allowable expense, times the percent of Direct Personnel in the grant, divided by the total direct personnel. A 6% administrative cost for each of these expenses is first allocated to unrestricted funds. The percent of allocated costs for the grant have been determined to be 6%. There are no unusual expenditures in the budget and all mid-year salary range adjustments account for cost of living/ merit increases which typically rage between 3-5%.

# Grant Subaward Programmatic Narrative

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

**Problem Statement**

The South Lake Tahoe Police Department (SLTPD) has a long-standing and integrated partnership with South Lake Tahoe's only domestic violence agency, Live Violence Free (LVF). The partnership is essential to assisting survivors of domestic violence (DV) and sexual assault (SA) with critical services aimed at reducing the impacts of abuse within the community. Since the formation of LVF in 1977, SLTPD has maintained a close relationship with the agency and has collaborated with LVF's staff to provide survivors of intimate partner violence with court advocacy, shelter, assistance with Temporary Restraining Orders (TROs), counseling services for survivors and their children, a 24-hour crisis call center, support through related court proceedings, and many additional support services. The collaboration between SLTPD and LVF has further developed over the past 16 years since the Domestic Violence Response Team (DVRT) was formed to address the growing need for a multi-agency response to the increasing incidences of DV and SA in the South Lake Tahoe Community.

The continuation and expansion of collaborative efforts between SLTPD and LVF is crucial to effectively serve the unique challenges faced by the community of South Lake Tahoe. In a local community needs assessment

conducted by Barton Hospital in 2021 reported 22.1% of SLT residents have been a victim of intimate partner violence compared with a national average of 13.7%. The Center for Disease Control identifies several risk factors for domestic violence which include low income, low academic achievement, substance use, and unemployment. According to the U.S. Census Bureau, 15.5% of SLT residents are living below poverty compared with 11.8% nationally, and the median income of a household in SLT is $41,380 compared to the California medium income of $71,228. While the national unemployment rate is currently 3.6%, the unemployment rate of South Lake Tahoe is a staggering high rate of 9.5%.

Strengthening the existing protocol for coordinated responses is fundamental for victims and their children to receive advocacy and resources which can greatly support them after DV incidences. Detectives provide information regarding LVF's services to victims and 24-hour access to a DV advocate upon the victim's request. Additionally, LVF is notified of all DV reports and given contact information of the victims so the Victim Witness Court advocates can follow up after the incident to ensure they receive desired DV services. Victims and their children are given access not only to advocacy but

are offered legal assistance through LVF which helps to keep DV survivors and their children together and safe from future harm.

Major highlights of the DVRT program are that it provides a coordinated response, increased advocacy for victims, consistent protocols for emergency responders, and more interagency accountability. All domestic violence case follow-up requests or evidence requests from the District Attorney's Office are sent to the SLTPD DV Detective for review. The DV detective will attempt to locate evidence from a variety of sources to include surveillance video, photographs, and other trace evidence. The detective will meet with LVF Advocates, CPS, victim/witness advocates and other agencies to ensure victims are receiving services. SLTPD enters Emergency Protective Orders (EPO's), proof of service the restraining order was served, and any violations of the restraining order into California Law Enforcement Telecommunications System (CLETS) to enhance coordination of information with other agencies and assist in the protection of victims and their families.

Due to the extreme vulnerability of SLT and the high rate of DV, it is imperative the SLTPD continues to collaborate with LVF in a meaningful and productive way. During the next fiscal year, the two organizations seek to

improve and expand their partnership to include more impactful, and subject specific trainings for area's DV first responders. Using feedback from first responder focus groups, SLTPD and LVF will provide DV trainings that are subject specific in to create a significant training experience for officers. Training will assist officers with difficult DV situations and in identifying the primary aggressor.

SLTPD and LVF seek to continue to strengthen the coordination of services between the two agencies and to constantly enforce policy that ensures accountability and a consistent response to victims of domestic violence. One of the successes of the current DVRT program is its protocol for consistent responses to violations of protection orders in the community. When an order is violated, SLTPD dispatches an officer immediately and notifies LVF of the protection order violation. While SLTPD takes the lead to ensure the victim's safety, LVF is then able to follow up with the victim(s) to provide services including peer counseling and support. This consistent response and protocol for coordination is of great importance to ensure the safety and wellbeing of victims.

# Grant Subaward Programmatic Narrative

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

**Plan and Implementation**

South Lake Tahoe Police Department (SLTPD) plans to continue meeting the Cal OES Law Enforcement Grant Program Components through the continuation and strengthening of the current DVRT program. Presently, SLTPD contracts with the only local Cal OES-funded Domestic Violence Assistance Program and Rape Crisis Program, Live Violence Free (LVF), through an active Operational Agreement which provides for 1.0 full-time equivalent (FTE) Domestic Violence Counselor which is provided through two Victim Witness Court advocates.

The identified staff that account for the 1.0 FTE, provide immediate in-person response for advocacy on a 24-hour basis. Additionally, LVF staff provide resource and outreach material to SLTPD that is relevant for first responders, will assist with DV protocols, and serves as a way for developing and initiating interagency accountability. There is a space reserved specifically for the Victim Witness Court Advocates at the SLTPD to work on premise as needed to assist victims of domestic violence and to provided advocacy when requested.

The DVRT program project supported by Cal OES LE funding also provides for one FTE investigator with the SLTPD who is specifically assigned to the

program. Detective Matt Morrison has been assigned as the DVRT detective for the current grant cycle and will remain in this position through 2021. Matt has an Advanced Post certificate and over 13 years of law enforcement experience as well as investigated or assisted in over 200 domestic violence cases. He's received regular training in the detection, investigation, and documentation of DV cases from LVF, El Dorado County DA's Office and various law enforcement agencies. He currently assists with the SLTPD domestic violence training provided to officers on a quarterly basis and he has extensive experience in the field of domestic violence emergency response. He has a strong relationship with Live Violence Free and has worked closely with their staff to ensure interagency collaboration and an effective coordinated response to SLTPD domestic violence calls. He continues to be an effective liaison between the two agencies.

SLTPD's current DV training plan provides for four quarterly training sessions for SLTPD officers. Through the next year, SLTPD and LVF anticipate strengthening these trainings by arranging for a law enforcement focus group to identify challenges of officers when responding to DV calls. The two agencies will then incorporate the identified challenges into the provided trainings to create increased learning opportunities and valuable tools for officers to utilize.

Currently, when a domestic violence call is made, the 9-1-1 dispatcher deploys two law enforcement officers to respond to the scene. Once on scene, they work quickly to stabilize the situation by separating the parties and addressing medical needs, identifying any weapons, and accounting for all persons involved. After stabilization, law enforcement begins the investigative process which includes, conducting victim interviews with detailed accounts of the crime, treating the physical space as a crime scene while collecting vital evidence, photographing, and documenting injuries, noting children who were present during the incident and who may have witnessed the crime, taping statements when possible, and providing comprehensive crime reports that can be effectively used later in court proceedings. Law enforcement is trained to explain LVF's services and to offer the victim an advocate on site. If an advocate is requested, the officer can reach an LVF advocate 24-hours a day via LVF's crisis line, and the advocate can be present in-person at the site immediately.

All domestic violence calls requiring police response are reported to the DVRT Detective within 48 hours and during this time an advocate at LVF is also notified. If advocate contact has not yet been established with the victim, the Victim Witness Court advocate attempts to contact the victim either in person

or via phone. Within 72 hours of the incident, the advocate (and the Detective, in high-risk cases) will have attempted contact with the victim. Furthermore, the advocate continues to attempt contact at a minimum of once a day over the next three days. Once contact is established, the advocate explains LVF services, including shelter, counseling, legal services, accompaniment to court proceedings, and safety planning along with additional community resource information including the Victim/Witness Assistance Program.

All violations of domestic violence protection orders are treated very seriously with the SLTPD and when a violation is reported, an officer is dispatched to the scene to take a full report. All violations are then reported to the advocate. The advocate attempts contact to follow-up with the victim and their children to offer services to support their safety and well-being.

These routine protocols have developed into an integrated and sustainable part of SLTPD's response to domestic violence calls to best serve and protect DV victims and their children. The DVRT Detective, SLTPD Sergeant, and LVF have an ongoing working relationship with open dialogue between the two agencies. Representatives from both agencies meet often to discuss successful strategies to address concerns and diffuse issues or complications.

## Grant Subaward Programmatic Narrative

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

**Capabilities**

SLTPD has extensive experience providing training to patrol officers/first responders and to other relevant department personnel since its formation in 1967. Formal training in the area of domestic violence became more readily available to first responders in 2005 with the creation of the DVRT program, and it continues to be a vital and useful training for first responders today. Through communication and interagency collaboration between SLTPD and LVF, the DV training continues to be updated in accordance with today's best evidence-based practices to keep first responders prepared with the latest tools. Detective Morrison will organize the training and has extensive experience with domestic violence issues in the community and utilizes current evidence-informed domestic violence training techniques. Furthermore, Live Violence Free (LVF) provides an extensive 40-hour domestic violence and 40-hour sexual assault training to all LVF advocates, in accordance with California Evidence Code Sections 1035-1036.2 and 1037-1037.8. Advocates are also required to receive 12 hours of continuing education each year in the areas of domestic violence, sexual assault, and related topics.

## Grant Subaward Programmatic Narrative

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

The DVRT Detective, Matt Morrison, will consult with DV experts and former SLTPD Detectives to lead the DVRT program in South Lake Tahoe. He has an intermediate Commission on Police Officer Standards and Training certificate and has received specialized training beyond the academy level, related to the investigation of domestic violence crimes, in accordance with Penal Code Sections 13516-13519. Through his experience and education, Detective Morrison has developed a skilled and highly effective approach to working with victims of domestic violence and effectively passed on his knowledge to officers within SLTPD.

Through collaboration with LVF, Detective Morrison will be paramount in assisting the department with training officers to ensure consistent protocols are followed to guarantee victim safety in domestic violence and sexual assault cases.

SLTPD has an extensive history of working with Live Violence Free (LVF), the only domestic violence organization and rape crisis center in the Eastern El Dorado County and South Lake Tahoe area. Since the organization's foundation in 1977, SLTPD has maintained an impressive working relationship with the agency to ensure domestic violence and sexual assault cases are handled with

the appropriate level of care and that victims are provided with essential services to ensure their safety and wellbeing.

# SOUTH LAKE TAHOE POLICE DEPARTMENT - ORGANIZATIONAL CHART – 42 sworn

**Police Chief**
David Stevenson

**Administrative Assistant II**
Layla Root

**Operations Division**
Lt. Travis Cabral

**Reserve Officers - Boat Safety Program (Seasonal, 4 Officers):**
Heather Carlquist
Cam Carmichael
Steve O'Brien
Tom Perry

**Patrol (5 Sergeants, 27 Officers)**

| Sgt. N.Carlquist | Sgt.Brock | Sgt. Crivelli | Sgt. Liles | Sgt. Sentell |
|---|---|---|---|---|
| J Acker | Beltran | Miller | Gamberg | Fritz |
| Wilson | Kallstrom | Toderean | Kushlan | Roesch |
| Hannink | Peterson | Nava | Nixon | Simon |
| | Simpson | Cable | Trapani | Wiens |
| | | Fagen | Terrini | |
| | | | Sullivan (Recert Course) | |
| | | | Wallace(Academy) | |

Brown-Military(FROZEN)
2 VACANT

**Support Division**
Lt. Shannon Laney

**Detective Sergeant**
Jeff Roberson

**Detectives (5):**
Jake Herminghaus
Ross Molesworth
Matt Morrison
Barry Rider
Chris Webber

**Cannabis (1):**
John Spaeth

**Background Investigators (4):**
Scott Heng
Glenn Norling
Michael Yarbrough
VACANT

**Evidence**

**Evidence Technicians (2):**
Alisa Bindel
VACANT

**Dispatch**

**Dispatch Supervisor**
Melissa Dube

**Dispatchers (9):**
Rachel Carlson
Jen Canin
Jill Gard
Amber Miskell
Samantha Nieland
Nicole Sykes
Tori Weber
Jayme Paine
VACANT

**Records**

**Records Supervisor**
Ashley Acker

**Records Technicians (2):**
Erica Chamberlin
Rafael Yanez

**Code Enforcement**

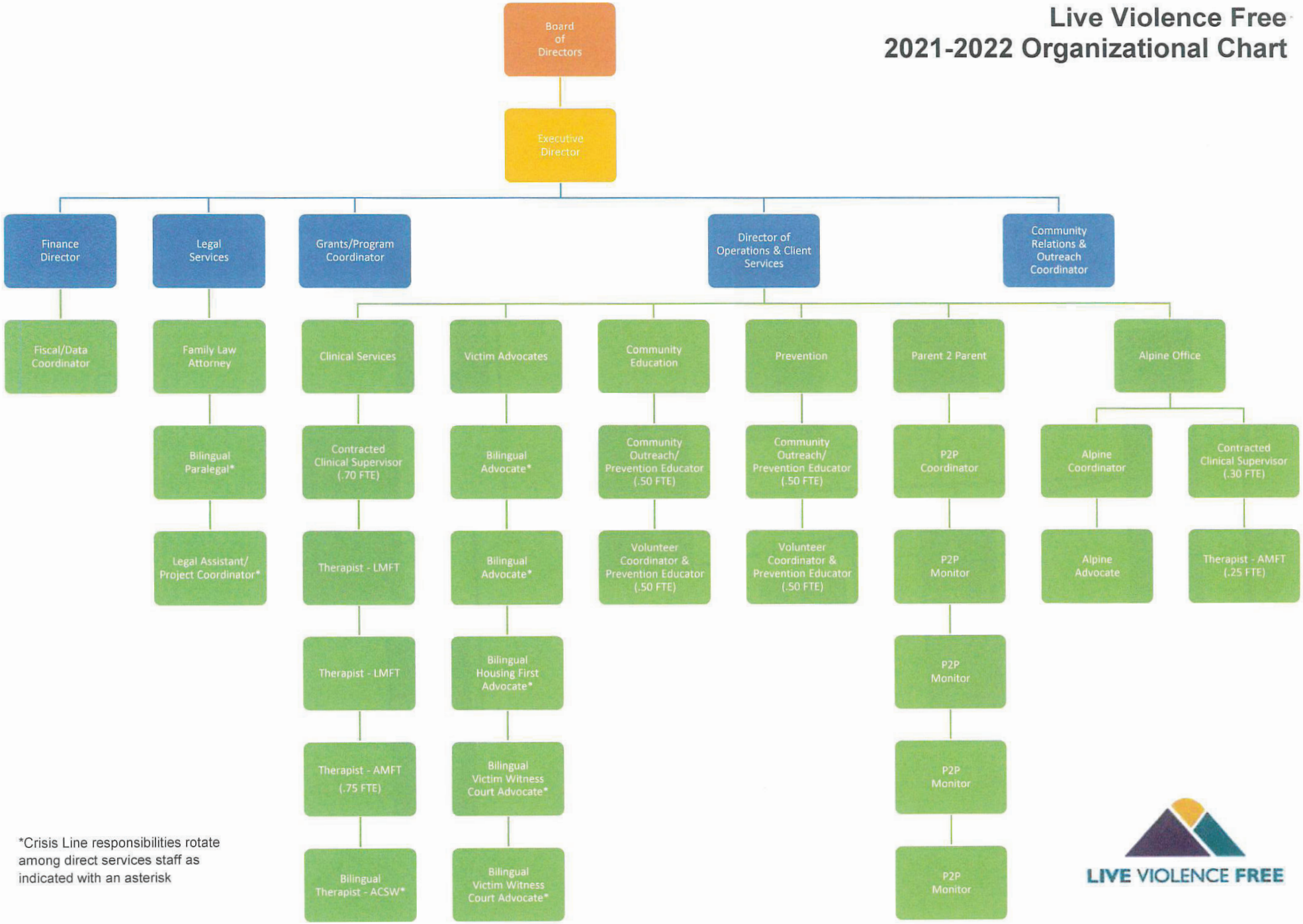
**Community Service Officers (6)**

LEAD CSO – Sonia Wheeler FT
CSO Shelby Connoly FT
CSO Brent Sutton FT
CSO Cassidy Hagenbach FT
VACANT
VACANT

**Code Investigator(1)**
Maureen Stuhlman

**Code Administrative Assistant I (1)**
Paula Fleming

# Live Violence Free
# 2021-2022 Organizational Chart




*Crisis Line responsibilities rotate among direct services staff as indicated with an asterisk

LIVE VIOLENCE FREE

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

# Operational Agreement Summary

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

| Participating Agency/Organization/Individual | Date Signed | Time Frame of OA |
|---|---|---|
| 1. Live Violence Free | 08/13/2021 | 07/01/21 to 06/30/24 |
| 2. | | to |
| 3. | | to |
| 4. | | to |
| 5. | | to |
| 6. | | to |
| 7. | | to |
| 8. | | to |
| 9. | | to |
| 10. | | to |
| 11. | | to |
| 12. | | to |
| 13. | | to |
| 14. | | to |
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| 16. | | to |
| 17. | | to |
| 18. | | to |
| 19. | | to |
| 20. | | to |

**LIVE VIOLENCE FREE**
**AND**
**SOUTH LAKE TAHOE POLICE DEPARTMENT**

**OPERATIONAL AGREEMENT: July 1, 2021 – June 30, 2024**

This Operational Agreement stands as evidence that Live Violence Free and South Lake Tahoe Police Department (SLTPD) intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence and sexual assault residing in South Lake Tahoe. To this end, each agency agrees to participate in the program by coordinating / providing the following services:

SLTPD agrees to:

1) Call upon Live Violence Free advocates by calling the 24-Hour Crisis Line at 530-544-4444 or the business line at 530-544-2118 to provide emergency response and victim support during sexual assault or domestic violence interviews;
2) Refer adult and child victims of sexual assault or domestic violence to Live Violence Free;
3) Provide transportation of victims from the crime scene to a safe location and provide civil standby upon request;
4) Participate in quarterly Eastern El Dorado Sexual Assault Response Team (SART) meetings and quarterly Eastern El Dorado Domestic Violence Response Team (DVRT) meetings;
5) Authorize sexual assault medical exams, as appropriate;
6) Call upon Live Violence Free for victim support and to perform child forensic interviews, as needed;
7) Meet regularly with Live Violence Free staff, as needed; and
8) Engage in cross trainings with Live Violence Free staff, as needed.

Live Violence Free agrees to:

1) Provide advocacy, accompaniment, and supportive services for victims of domestic violence and sexual assault;
2) Provide emergency response and victim support during sexual assault or domestic violence interviews;
3) Call upon SLTPD to perform sexual assault or domestic violence interviews and civil standby, as needed;
4) Coordinate and participate in Eastern El Dorado County SART meetings and Eastern El Dorado County DVRT meetings;
5) Provide child sexual abuse forensic interviews;
6) Meet regularly with SLTPD staff and officers, as needed; and
7) Engage in cross training with SLTPD staff and officers, as needed.

In an effort to meet the many needs of victims in as comprehensive a manner as possible, the two agencies will continue to work closely together based upon voluntary participation by the clients to protect confidentiality.

We, the undersigned, as authorized representatives of Live Violence Free and the South Lake Tahoe Police Department, do hereby approve this document.

Signed: Chelcee Thomas — Date: 8/13/21
Chelcee Thomas, Executive Director
Live Violence Free

Signed: [signature] — Date: 8/13/21
David Stevenson, Chief of Police
South Lake Tahoe Police Department

# CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
## SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

**Subrecipient** City of South Lake Tahoe **Duns#** 095 883 476 **FIPS#** 017-73108

**Disaster/Program Title:** Law Enforcement Specialized Units Program

**Performance Period:** 01/01/22 **to** 12/31/22 **Subaward Amount Requested:** $ 203,~~143~~142

**Type of Non-Federal Entity (Check Box):** ☐ State Gov. ☑ Local Gov. ☐ JPA ☐ Non-Profit ☐ Tribe

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

| Assessment Factors | Response |
|---|---|
| 1. How many years of experience does your current grant manager have managing grants? | >5 years |
| 2. How many years of experience does your current bookkeeper/accounting staff have managing grants? | >5 years |
| 3. How many grants does your organization currently receive? | >10 grants |
| 4. What is the approximate total dollar amount of all grants your organization receives? | $ 20,000,000 |
| 5. Are individual staff members assigned to work on multiple grants? | Yes |
| 6. Do you use timesheets to track the time staff spend working on specific activities/projects? | Yes |
| 7. How often does your organization have a financial audit? | Annually |
| 8. Has your organization received any audit findings in the last three years? | Yes |
| 9. Do you have a written plan to charge costs to grants? | Yes |
| 10. Do you have written procurement policies? | Yes |
| 11. Do you get multiple quotes or bids when buying items or services? | Sometimes |
| 12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.? | >5 years |
| 13. Do you have procedures to monitor grant funds passed through to other entities? | Yes |

**Certification:** *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

| | |
|---|---|
| **Signature: (Authorized Agent)** | **Date:** 10/08/2021 |
| **Print Name and Title:** Lori Marino, Principal Management Analyst | **Phone Number:** 530-542-7410 |

*Cal OES Staff Only: SUBAWARD #* LE21 05 7994

✓

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

# Grant Subaward Service Area Information

Grant Subaward #: LE21 05 7994

Subrecipient: City of South Lake Tahoe

1. County or Counties Served:
   El Dorado County

   County where principal office is located: El Dorado County

2. U.S. Congressional District(s) Served:
   4

   U.S. Congressional District where principal office is located: 4

3. State Assembly District(s) Served:
   5

   State Assembly District where principal office is located: 5

4. State Senate District(s) Served:
   1

   State Senate District where principal office is located: 1

5. Population of Service Area: 22,487

Download Follow

- Entity Registration
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
- Responsibility / Qualification

## SOUTH LAKE TAHOE, CITY OF

DUNS Unique Entity ID
**095883476**

SAM Unique Entity ID
**FG8YLL3CQ3J1**

CAGE/NCAGE
**4MYJ5**

Physical Address
**1901 Airport RD STE 107**
**South Lake Tahoe, California**
**96150-6251, United States**

*Registration Status* | *Expiration Date*
Active | Jan 26, 2022

Purpose of Registration
**Federal Assistance Awards Only**

Mailing Address
**1901 Airport Road**
**Suite 210**
**South Lake Tahoe, California**
**96150-1901, United States**

*The DUNS number is currently the official Unique Entity ID

**Version** Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

## ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

## INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

**LIVE VIOLENCE FREE**
**AND**
**SOUTH LAKE TAHOE POLICE DEPARTMENT**

**OPERATIONAL AGREEMENT: July 1, 2021 – June 30, 2024**

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5) Authorize sexual assault medical exams, as appropriate;
6) Call upon Live Violence Free for victim support and to perform child forensic interviews, as needed;
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8) Engage in cross trainings with Live Violence Free staff, as needed.

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5) Provide child sexual abuse forensic interviews;
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7) Engage in cross training with SLTPD staff and officers, as needed.

In an effort to meet the many needs of victims in as comprehensive a manner as possible, the two agencies will continue to work closely together based upon voluntary participation by the clients to protect confidentiality.

We, the undersigned, as authorized representatives of Live Violence Free and the South Lake Tahoe Police Department, do hereby approve this document.

Signed: Chelcee Thomas — Date: 8/13/21
Chelcee Thomas, Executive Director
Live Violence Free

Signed: [signature] — Date: 8/13/21
David Stevenson, Chief of Police
South Lake Tahoe Police Department

# SOLE BRAND/SOLE SOURCE REQUEST JUSTIFICATION/APPROVAL FORM

SOLE SOURCE VENDOR: Live Violence Free
ADDRESS: 2941 Lake Tahoe Blvd, SLT CA 96150 PHONE NO. 530-544-2118
ITEM TO BE PURCHASED: Domestic Violence and Sexual Assault services
DOLLAR AMOUNT: $107,265.00

**Check reasons for sole source request:**

1. _____ **Proprietary**: The item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.

_____ **Standardization**: The City requires the item(s) to standardize parts, design, quality, etc.
Explain: _____

XX **Sole Source**: No other items are known to exist which perform the same function.

2. Describe the product service: Live Violence Free (LVF) provides on call victim advocacy, crisis intervention, and counseling services for victims of domestic violence and sexual assault, supporting the health and well-being of our community families.

3. Describe how the product or service is unique and one-of-a-kind: LVF is the only provider of domestic violence and sexual assult services from South Lake Tahoe west to Kyburz, CA and north to Placer County and eastto Douglas County and the only provider in Alpine County.

4. Is the product or service available from other distributors? No
If YES, list names of vendors: _____
If NO, explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. Same as answer #3

5. Can your requirements be modified to allow competitive products or services be used?
Explain: No, the services are highly specialized and professional in nature, which requires specific training.

**DEPARTMENT/DIVISION**: Police Department, Support Divison

**DEPARTMENT HEAD SIGNATURE:** _____ DATE: 3/7/22

**DIVISION HEAD SIGNATURE:** _____ DATE: 3-7-22

*** CITY MANAGER SIGNATURE:** _____ DATE: 3/7/2022

* Requests over $7,000 require **City Manager's** approval. Requests over $50,000 requires City Council's approval.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 3

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

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

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

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

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

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

**Attachments**:

01-Staff Report-Campground Restroom Relocation.docx
02-Resolution-Grant Acceptance Campground Restrooms.docx
03-Grant Contracts (Attachment to Reso).pdf

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

## Meeting Date: February 15, 2022

**Title: Grant Acceptance and Fund Appropriation for Campground Restroom Relocation**

**Location:** 56-Acre Parcel - 1150 Rufus Allen Boulevard

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

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

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

The existing prefabricated restroom facility was installed in 2019 prior to final site selection of the new multi-generational recreation and aquatics center. Unfortunately, the proposed recreation center site requires the relocation of this facility. Phase 1 of the recreation center project includes the scope to dismantle, relocate the restroom including all necessary utilities, walkways, and access points at a new location within the existing campground area that will not be disturbed by the recreation center project. The existing restroom facility is a prefabricated concrete structure comprising of three independent sections. Structural floor slabs are built into the sections; thus, foundations and slabs are not required for the installation of the units. The three separate sections are placed on structural fill, aligned, then post tensioned together. Final plumbing and electrical are then installed and the unit become usable.

**Financial Implications:** Utilization of both grants will support the anticipated full construction costs of the relocation project. There are no matching funds required for these grant programs due to the project area median household income and meeting the funding criteria for “severely disadvantaged community”.

Grant funds are paid in arrears on a reimbursement basis; withholding 10% retention until all grant requirements are met and final invoice and reporting is submitted and approved. Upon acceptance of both grant awards, funds should be appropriated into the current FY 21/22 budget as shown below in Table A and as described with the attached resolution (Attachment 02).

| | REVENUE (RECEIVE) | AMOUNT | TRANSFER TO PROJECT FUND: | |
|---|---|---|---|---|
| 1 | Prop 68 Per Capita Grant (33228) | +$177,952 | | |
| 2 | Other State Grant Revenue (33229) | +$250,000 | | |
| | | | | |
| | **Total (Revenue)** | **+$427,952** | | |
| | | | **30160018-48030** | **(+$427,952)** |

*Table A – Grant Revenue and Fund Transfer*

**Environmental Considerations:** On January 18, 2022 City Council approved the initial environmental study and mitigated negative declaration for the 56-Acre project area in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 er seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.).

**Policy Implications:** Per Financial Management- Grant Funding and Compliance Policy approved by City Council on Sept. 8, 2020; section 3.2 City Council Approval to Accept Award: City Council approval to accept an award and appropriate budget is required for ALL Grant Awards. A detailed staff report and a resolution (if required) should be brought forth to City Council for Council approval/adoption.

# Resolution 2022-XXX

## Adopted by the City of South Lake Tahoe

## City Council

## February 15, 2022

## Acceptance of Grant Awards in the amount of $427,952 through California Department of Parks and Recreation, Proposition 68 Per Capita Fund and Recreational Infrastructure Revenue Enhancement (RIRE) Program

### BACKGROUND

A. On June 5, 2018, voters passed Proposition 68 by 57.6 percent. The $4 billion Parks, Environment, and Water Bond Act of 2018 has been appropriated in numerous State grant and funding opportunities. Some of which are through the State of California Department of Parks and Recreation to assist in the development and enhancement of state and local parks and recreational facilities.

B. On November 17, 2020 City Council approved the submittal of a Per Capita Grant application in the amount of $177,952.00 to assist in the funding requirements of components of the City's new Recreation and Aquatics Center. This application was awarded on November 12, 2021.

C. On March 16, 2021 City Council approved the submittal of a Recreational Infrastructure Revenue Enhancement Grant application in the amount of $250,000 to also assist in the funding requirements of components of the City's new Recreation and Aquatics Center. This application was awarded January 6, 2022.

D. The City of South Lake Tahoe agrees to complete the Grant Scope as defined in the Grant Scope/Cost Estimate form filed with the State of California.

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

1. Authorizes the acceptance of Grant Awards in the amount of $427,952 through the California Department of Parks and Recreation Per Capita Fund and Recreational Infrastructure Revenue Enhancement Program.
2. The City of South Lake Tahoe agrees to the terms and conditions of the Grant Contract (attached) and the State of California, acting through its Director of Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total grant amount as indicated below.

3. Certifies that the City Manager, or **his/her designee** is hereby authorized and empowered to execute in the name of the City of South Lake Tahoe all grant documents, including but not limited to, agreements, amendments, and requests for payment, necessary to expend grant funds and implement the approved grant project.
4. Authorizes the appropriation of grant funds into the fiscal year 21/22 annual grant budget as follows:

**Capital Improvements Program Account Number: 301 60018**

| | | |
|---|---|---|
| Revenue: | 33228: | $177,952 |
| Revenue: | 33229: | $250,000 |
| Expenses: | 48030: | $427,952 |

Adopted by the City of South Lake Tahoe City Council on February 15, 2022 by the following vote:

Yes:

No:

Absent:

Abstain:

_____ Date: _____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

DocuSign Envelope ID: B554E86A-5951-4926-A27E-B2EA096C1A6F

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

# GRANT CONTRACT

## 2018 Parks Bond Act

## Per Capita Grant Program

GRANTEE City of South Lake Tahoe

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of South Lake Tahoe
Grantee

By Joseph D. [signature]
(Signature of Authorized Representative)

Title City Manager

Date 11/12/2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By DocuSigned by: Cristelle Fazeli
7009862C771F404...

Date 1/19/2022

***CERTIFICATION OF FUNDING***
***(For State Use Only)***

| CONTRACT NO | AMENDMENT NO | FISCAL SUPPLIER I.D. | | | PROJECT NO. |
|---|---|---|---|---|---|
| C9801192 | | 0000011807 | | | 18-09-008 |
| AMOUNT ENCUMBERED BY THIS DOCUMENT | | FUND. | | | |
| $177,952.00 | | Drought, Water, Cln Air, Cstl Protc, Outdoor Fund | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | | ITEM | CHAPTER | STATUTE | FISCAL YEAR |
| | | 3790-101-6088 | 29 | 18 | 2021/22 |
| TOTAL AMOUNT ENCUMBERED TO DATE | Reporting Structured. | Account/Alt Account. | ACTIVITY CODE | PROJECT / WORK PHASE | |
| $ $177,952.00 | 37900091 | 5432000-5432000000 | 69801 | | |

## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of South Lake Tahoe (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

## II. GENERAL PROVISIONS

### A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

## B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.
2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

**E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

**F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

## G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

**I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of South Lake Tahoe
GRANTEE

By: Joseph J. Ali
Signature of Authorized Representative

Title: City Manager

Date: 11/12/2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: DocuSigned by: Cristelle Fazeli
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Date: 1/19/2022

DocuSign Envelope ID: B554E86A-5951-4926-A27E-B2EA096C1A6F

DocuSign Envelope ID: 02F4C35D-457C-4D20-8455-F3C0D063456B

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

# GRANT CONTRACT

## 2018 Parks Bond Act

## RIRE

GRANTEE City of South Lake Tahoe

GRANT PERFORMANCE PERIOD is from July 01, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

Total State Grant amount not to exceed $250,000.00

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of South Lake Tahoe
Grantee

By Joseph D
(Signature of Authorized Representative)

Title City Manager

Date 1/6/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By DocuSigned by: Cristelle Fazeli
7009862C771F404...

Date 1/19/2022

***CERTIFICATION OF FUNDING***
***(For State Use Only)***

| CONTRACT NO | AMENDMENT NO | FISCAL SUPPLIER I.D. | | | PROJECT NO. |
|---|---|---|---|---|---|
| C9802379 | | 0000011807 | | | RI-09-001 |
| AMOUNT ENCUMBERED BY THIS DOCUMENT | | FUND. | | | |
| $250,000.00 | | Drought, Water, Cln Air, Cstl Protc, Outdoor Fund | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | | ITEM | CHAPTER | STATUTE | FISCAL YEAR |
| | | 3790-101-6088 | 23 | 19 | 2021/22 |
| TOTAL AMOUNT ENCUMBERED TO DATE $ | | Reporting Structured. | Account/Alt Account. | ACTIVITY CODE | PROJECT / WORK PHASE |
| $250,000.00 | | 37900091 | 5432000-5432000000 | 69802 | |

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## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of South Lake Tahoe (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $250,000, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT GRANT"). These funds shall be used for completion of the GRANT and PROJECT SCOPE(S).

The Grant Performance Period is from July 01, 2019 to June 30, 2024.

## II. GENERAL PROVISIONS

### A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this GRANT.

7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Recreational Infrastructure

Revenue Enhancement Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

8. The term "PROJECT" means the SCOPE as described in the APPLICATION PACKET to be completed with GRANT.

**B. Project Execution**

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the SCOPE described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT PROJECTS, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

**C. Procedural Guide**

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

**D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT PROJECTS, the advanced GRANT MONIES shall be placed in an interest bearing account until expended.

Interest earned on the advanced GRANT MONIES shall be used on the PROJECT as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final PROJECT expenditures within 60 days of PROJECT COMPLETION or the end of the GRANT PERFORMACE PERIOD, whichever is earlier. The GRANT PERFORANCE PERIOD is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this CONTRACT available for inspection upon request by the STATE.

**E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any GRANT MONIES that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the PROJECT. The commencement of the PROJECT means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After PROJECT commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

## F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this CONTRACT with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced GRANT amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

## G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the PROJECT which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following PROJECT termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

## I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the PROJECT property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this CONTRACT only for the purposes of this GRANT and no other use, sale, or other disposition or change of the use of the PROJECT property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the PROJECT property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The PROJECT property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

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purposes for which the GRANT was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, age, religion, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the use of any property or facility developed pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this PROJECT GRANT CONTRACT or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

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2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the GRANT PROJECT.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the PROJECT property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of South Lake Tahoe
GRANTEE

By: Joseph Witt
Signature of Authorized Representative

Title: City Manager

Date: 1/6/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

By: Cristelle Fazeli

7009862C771F404...

Date: 1/19/2022

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 4

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

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

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

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

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

**Attachments**:

01-Staff Report - Recreation Center Plan Review Services.docx
02 - Proposal_BPR.pdf
03- Attachment PSA.docx

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

## Meeting Date: March 15, 2022

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

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

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

**Background:**

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

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

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

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

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

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

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

*Table A – Firms submitting Statement of Qualifications*

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

*Table B* below lists the scoring/rank.

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

*Table B – Cumulative Score and Rank*

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

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

*Table C –Plan Review Services Cost Breakdown by Major Task*

## Financial Implications:

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

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

## Environmental Considerations:

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

## Policy Implications:

The Parks, Trails, and Recreation Master Plan identifies the Recreation Complex Facility and the 56 Acre Plan as recommended projects for the city and the County to pursue. The 2007 56 Acre Draft Plan includes the recreation facility and expanded amenities located in the El Dorado Recreation Area and furthers mutual agency goals to enhance the recreation experience for residents and visitors.

# PROPOSAL TO PROVIDE
# PLAN REVIEW AND PERMIT PROCESSING SERVICES

## CITY OF SOUTH LAKE TAHOE
## RECREATION AND AQUATICS CENTER PROJECT

BPR

CONSULTING GROUP

**February 14, 2022**

BPR

CONSULTING GROUP

**Safe Buildings for Your Community**

**Efficient Professional Services**

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

## COVER LETTER

February 14, 2022

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

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

Dear Mr. Marino,

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

**BPR CONSULTING GROUP**

Bill Rodgers, SE
Principal / Project Manager

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**RESUMES**

## EXECUTIVE SUMMARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## COMPANY HISTORY, BACKGROUND & EXPERIENCE

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

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

Building department services we provide to municipalities and agencies include:

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

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

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

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

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

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

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

## Experience In Climate Zone 16 Areas

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

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

## Licenses and Certifications of Proposed Staff

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

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

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

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

## Primary Contacts / Service Liaisons

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

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

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

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

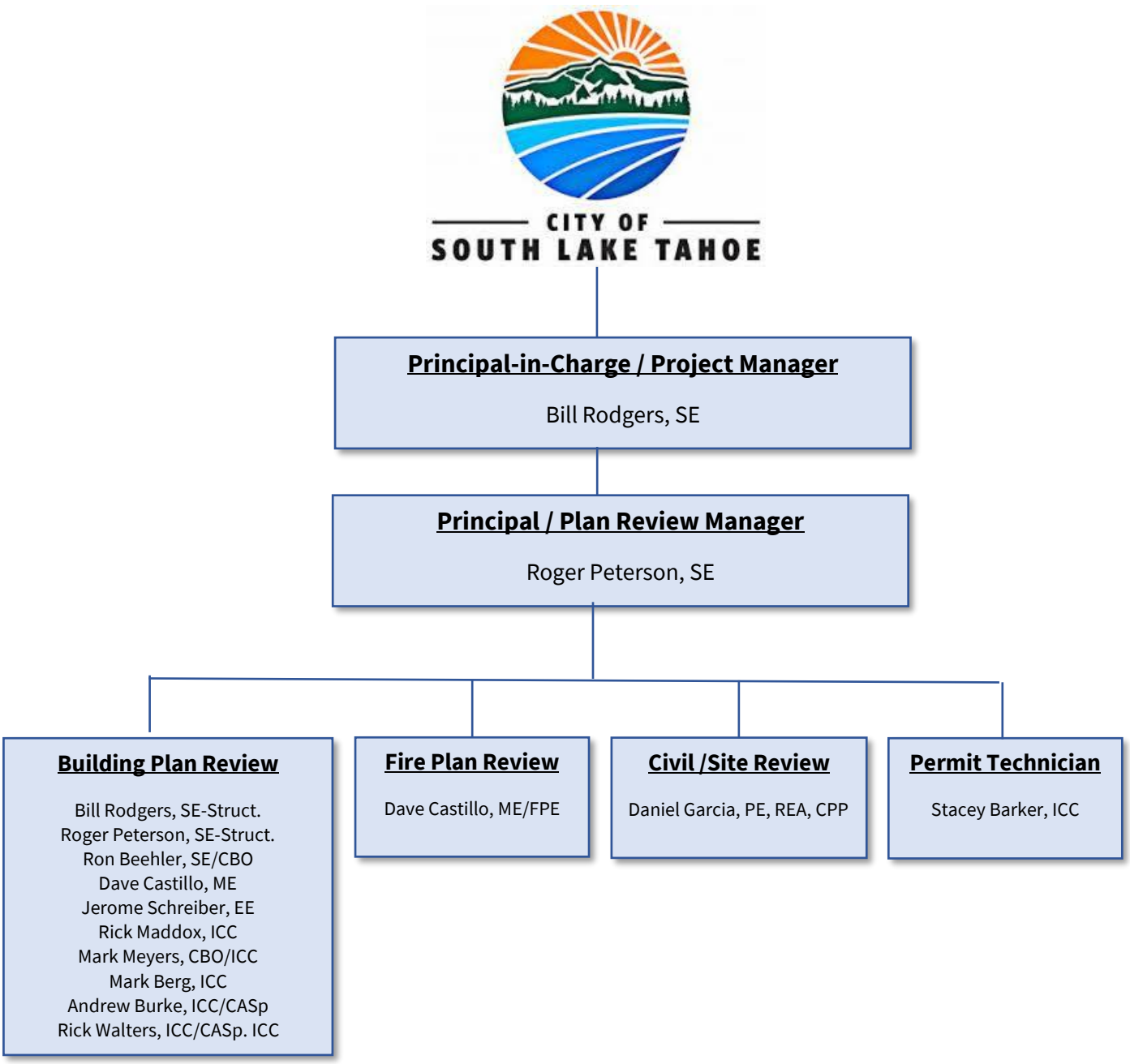
Roger's contact information is as follows:

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

## Project Staff Organizational Chart

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

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



## SCOPE OF WORK / IMPLEMENTATION

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

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

### Plan Review and Permitting Services

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

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

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

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

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

## Technical Plans Examination Capabilities

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

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

## Architectural

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

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

## Structural

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

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

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

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

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

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

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

## Mechanical, Plumbing & Electrical

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

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

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

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

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

## Energy Compliance

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

## Green Building Standards

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

## Access Compliance & CASp Review

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

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

## Fire Code Plan Reviews

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

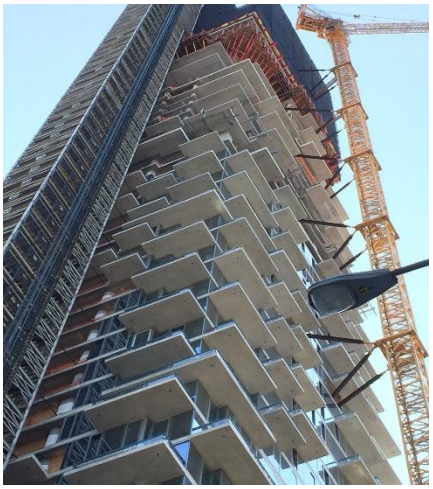
Our Fire Plans Examiners and Inspectors have extensive experience in the use and application of the following model codes, standards, and regulations:

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

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

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

## Electronic Plan Review



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

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

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

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

## Plan Review Completion Timeframes

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

## Communicating Plan Review Results

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

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

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

## Code Interpretations

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

## Customer Service | Responsiveness

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

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

## Permit Technician Services

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

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

## PROJECT BUDGET

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

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

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

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

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

## Proposed Hourly Rates for Personnel

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

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

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

**Shipping:** There is no charge for shipping.

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

## Penalty for Delinquent Plan Reviews

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

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

# DESCRIPTION OF RECENT PROJECTS / REFERENCES

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

## Project Experience

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

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

### Great Wolf Lodge | MANTECA, CA

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

## Hollywood Park Aquatic Center | CLARK COUNTY, NV

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

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

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

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

## Four Seasons Resort & Residences | CALISTOGA, CA

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

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

## InShape Health Club | NAPA, CA

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

## References

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

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

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

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

## PROPOSED STAFF RESUMES

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

BILL RODGERS, SE

**PRINCIPAL-IN-CHARGE | PROJECT MANAGER**

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

### EDUCATION

- BS, Civil Engineering, California State University, Sacramento

### PROFESSIONAL LICENSES AND CERTIFICATIONS

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

### PROFESSIONAL AFFILIATIONS

- Structural Engineers Association, Northern California (SEAONC)

## PROFESSIONAL HISTORY

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

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

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

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

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

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

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

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

## PROJECT EXPERIENCE

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

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

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

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

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

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

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

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

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

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

ROGER PETERSON, SE

**PRINCIPAL | PLAN REVIEW MANAGER**

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

**EDUCATION**

- BS, Civil Engineering, University of Wyoming

**PROFESSIONAL LICENSE & CERTIFICATIONS**

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

**PROFESSIONAL AFFILIATIONS:**

- Structural Engineers Association of Northern California (SEAONC)

## PROFESSIONAL HISTORY

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

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

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

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

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

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

### Project Engineer | Power Engineers, Inc. | 1999

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

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

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

### Project Engineer | Rutherford & Chekene | 1995 - 1998

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

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

## PROJECT EXPERIENCE

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

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

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

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

RON BEEHLER, SE, CBO

**PRINCIPAL | SENIOR STRUCTURAL ENGINEER**

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

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

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

## PROFESSIONAL HISTORY

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

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

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

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

### Chief Building Official | City of Sacramento | 2003 – 2006

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

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### EDUCATION

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

### PROFESSIONAL LICENSE & CERTIFICATIONS

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

**International Code Council - 801789**

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

### PROFESSIONAL AFFILIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

# DAVID CASTILLO, ME, FPE

## MECHANICAL ENGINEER / FIRE PROTECTION ENGINEER

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

### PROFESSIONAL HISTORY

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

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

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

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

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

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

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

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

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

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

### EDUCATION

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

### PROFESSIONAL LICENSE & CERTIFICATIONS

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

### PROFESSIONAL AFFILIATIONS:

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

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

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

### Mechanical Designer | Edward Rios & Associates | 1994 - 1997

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

### Mechanical Designer | The Spink Corporation | 1991 - 1994

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

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

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

# JEROME SCHREIBER, EE

## ELECTRICAL ENGINEER

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

## PROFESSIONAL HISTORY

### Building Inspector | City of Glendale | 2013 -Present

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

### Instructor | Long Beach City College | 2013 -Present

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

### Senior Electrical Inspector | City of Vernon | 1987 -2013

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

### Electrical Consultant | BSK Engineering | 1986 -1987

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

### Distribution Engineer | Southern California Edison | 1983 -1986

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

### Interior Electrician | Air National Guard | 1978 -1980

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

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

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

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### EDUCATION

- BS, Electrical Engineering, California Polytechnic University

### PROFESSIONAL LICENSE & CERTIFICATIONS

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

**International Code Council (ICC)**

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

### PROFESSIONAL AFFILIATIONS:

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

RICHARD MADDOX, ICC

## ELECTRICAL PLANS EXAMINER

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

### EDUCATION

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

### PROFESSIONAL LICENSES AND CERTIFICATIONS

**ICC NO. 848507:**

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

### PROFESSIONAL HISTORY

**Electrical Plan Review | BPR Consulting Group | 2021 – Present**

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

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

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

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

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

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

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

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

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

**Combination Inspector | Clark County, Nevada | 1995-1997**

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

ANDREW BURKE, CASp, ICC

**CERTIFIED ACCESS SPECIALIST | PLANS EXAMINER**

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

### EDUCATION

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

### CERTIFICATIONS

- Certified Access Specialist – CASp-710

**International Code Council, 8250398**

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

## PROFESSIONAL HISTORY

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

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

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

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

### Building Department Intern | Town of Los Gatos | 2012

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

## PROJECT EXPERIENCE

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

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

### Sac Republic Soccer Stadium | City of Sacramento | 2019

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

### North 40 | Town of Las Gatos | 2018 - 2019

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

MARK MEYERS, CBO, ICC

**PLANS EXAMINER**

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

## PROFESSIONAL HISTORY

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

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

### Inspection Manager | Consultant | 2016 – 2021

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

### Building Official | City of Clovis | 2008 – 2015

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

### Deputy Building Official | City of Clovis | 2006 – 2008

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

### Permit Coordinator | County of Madera | 2000 – 2006

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

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## EDUCATION

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

## CERTIFICATIONS

**International Code Council 8005399**

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

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

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

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

## PROJECT EXPERIENCE

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

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

### Table Mountain Rancheria | Friant, CA | 2018 – Present

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

MARK BERG, CBO, ICC

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

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

## PROFESSIONAL HISTORY

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

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

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

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

### Building Official | City of Redlands | 2015-2017

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

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

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

### Building Official | City of Norco | 2006-2011

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

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### EDUCATION

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

### PROFESSIONAL LICENSES AND CERTIFICATIONS

**ICC NO. 859362:**

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

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

### Building Division Manager | County of Riverside | 2001-2006

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

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

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

## PROFESSIONAL AFFILIATIONS

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

DANIEL GARCIA, PE, REA, CPP

**SENIOR CIVIL ENGINEER**

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

## PROFESSIONAL HISTORY

### Senior Civil Engineer | BPR Consulting Group | 2021 - Present

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

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

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

### City Engineer | City of Norwalk | 2011 - 2014

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

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

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

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

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

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

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

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**EDUCATION**

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

**PROFESSIONAL LICENSE & CERTIFICATIONS**

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

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

### Principal Civil Engineer | City of Novato | 2001 - 2004

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

### Development Review Engineer | City of Hayward | 2000 - 2001

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

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

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

# RICK WALTERS, CASp, LEED, CBO, ICC

## CERTIFIED ACCESS SPECIALIST | PLANS EXAMINER

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

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

## PROFESSIONAL HISTORY

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

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

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

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

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

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

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

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

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

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

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## CERTIFICATIONS

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

**International Code Council, 1061008**

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

## PROFESSIONAL AFFILIATIONS

- International Code Council,

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

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

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

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

**Senior Building Inspector / City of Auburn, CA / 2004**

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

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

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

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

STACEY BARKER

## PERMIT TECHNICIAN / ADMINISTRATIVE SUPPORT

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

### EDUCATION

- Gavilan College, Certificate
- Evergreen Valley College, Certificate

### PROFESSIONAL LICENSES AND CERTIFICATIONS

- ICC Certified Permit Technician, 8821141

## PROFESSIONAL HISTORY

### Permit Technician | BPR Consulting Group | 2021 – Present

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

### Inspection Analyst | UC Merced | 2016 – Present

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

### Permit Technician | City of Foster City | 2015

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

## PROJECT EXPERIENCE

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

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

CITY OF SOUTH LAKE TAHOE

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 15th day of March 2022 by and between the City of South Lake Tahoe, a municipal corporation ("City") and BPR Consulting Group ("Consultant").

## RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

## AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the Exhibit A, "Scope of Services," attached hereto and incorporated herein by reference. Exhibit B, "Compensation Schedule," attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 1year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $48,200 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

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

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

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

8. Consultant's Books and Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

costs and expenses in connection therein), arising out of Consultant's performance of this Agreement or caused in any way by Consultant's negligence or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

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

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

15. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provide a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By_____
Devin Middlebrook, Mayor

Date _____

CONSULTANT:

By _____
Bill Rodgers, Principal-in-Charge

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____
City Attorney

Date _____

ATTEST:

By_____
City Clerk

Date _____

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

## SCOPE OF WORK / IMPLEMENTATION

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

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

### Plan Review and Permitting Services

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

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

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

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

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

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

## Technical Plans Examination Capabilities

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

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

## Architectural

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

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

## Structural

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

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

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

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

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

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

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

## Mechanical, Plumbing & Electrical

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

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

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

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

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

## Energy Compliance

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

## Green Building Standards

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

## Access Compliance & CASp Review

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

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

## Fire Code Plan Reviews

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

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

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

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

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

## Electronic Plan Review

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

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

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

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

## Plan Review Completion Timeframes

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

## Communicating Plan Review Results

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

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

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

## Code Interpretations

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

## Customer Service | Responsiveness

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

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

## Permit Technician Services

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

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

## PROJECT BUDGET

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

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

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

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

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

## Proposed Hourly Rates for Personnel

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

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

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

**Shipping:** There is no charge for shipping.

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

## Penalty for Delinquent Plan Reviews

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

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

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

**TASK SCHEDULE**

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

Timeline is defined in Exhibit A.

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:
Name, Title

By:_____

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 5

**Agenda Item:** Grant Application to California Natural Resources Agency, Urban Greening Grant Program for the Tahoe Valley Stormwater & Greenbelt Improvement Project

**Executive Summary:** Public Works has not yet secured implementation grant funding for the Tahoe Valley Stormwater & Greenbelt Improvement Project. The grant application due date for the CNRA Urban Greening grant application is March 28, 2022. Although an implementation grant was submitted to the Clean California Local Grant Program to fund Phase 2 of the Tahoe Valley project, this new grant opportunity will be a back-up to increasing the City's chances of acquiring enough funding to complete construction of Phase 2. The CNRA Urban Greening grant does not require a local match.

Phase 2 of the Tahoe Valley project is scheduled for construction in 2023. Project work includes major improvements to the Greenbelt area located behind "The Crossing" and extending between Emerald Bay Road and Lake Tahoe Blvd. Improvements include construction of new mixed use bicycle and pedestrian trails and reconstruction of existing mixed-use bicycle and pedestrian trails, play-area equipment, park benches, litter & recycle stations, bicycle repair stations, bike racks, trail streetlights, stream environment zone restoration, and water quality improvement basins.

**Requested Action / Suggested Motions:** Pass a Resolution authorizing Public Works to submit grant application for an amount of up to $4.5 million to California Natural Resources Agency, Urban Greening Grant Program.
Responsible Staff Member: Stan Hill, Engineering Manager and Jason Burke, Stormwater Program Manager

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

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

**Attachments**:

01-Staff_Report-GrantAuthorization.docx
02-Location Map.pdf
03-Resolution-Urban Greening Grant Authorization.docx

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

## Meeting Date: March 15, 2022

**Title: Authorization to Submit a Grant Application for the Tahoe Valley Stormwater and Greenbelt Improvement Project**

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

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

**Background:** The Public Works Department is working on a variety of projects included in the CIP and the Lake Tahoe Environmental Improvement Program (EIP), including the Tahoe Valley Stormwater and Greenbelt Improvement Project. Public Works was recently notified of a California Natural Resources Agency (CNRA), Urban Greening Program grant opportunity that fits very well with the objectives of the Tahoe Valley Greenbelt project.

In accordance with City policies, Public Works staff is requesting authorization to pursue the Urban Greening Program grant. There is no local match requirement.

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

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

The Greenbelt includes an area-wide stormwater treatment system designed in conjunction with the Tahoe Valley Stormwater Improvement elements in the watershed above and below the Greenbelt area (see Attachment, 02-Project Map). Proposed Project improvements will lead to a reduction of pollutant loads entering the Upper Truckee River and Lake Tahoe in urban stormwater runoff and beautification and placemaking infrastructure (including improved community park and public open spaces, use of permeable pavements, walking and biking facilities, and wayfinding signage).

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

1. Upper Region – F Street to Emerald Bay Road;
2. Central Region – Greenbelt area between Emerald Bay Road and U.S. 50; and
3. Lower Region – U.S. 50 down to Tahoe Keys Blvd.

- Phase 1 of the Project includes the Upper Region (1) and the Lower Region (3) of the Project area.
- Phase 2 consists of the Central Region (2), Greenbelt area.

**Issue and Discussion:** In February 2021, the City was awarded a State Water Resources Control Board (SWRCB), Proposition 1 grant in the sum of $6,922,904. The Prop. 1 local agency match of $692,290.00 was approved by City Council and set-aside from the General Fund Undesignated Reserves (originally set aside as $769,212) for a total of $7,615,194. The Prop. 1 grant will cover all construction expenses for Phase 1, and a portion of Phase 2 construction expenses.

The Project does not have sufficient funding to advertise the entire Project within a single overall Project bid. Therefore, Phase 1 will be bid independently of Phase 2 and constructed in 2022; Phase 2 construction is scheduled to occur in 2023. Public Works will strive to acquire the necessary funding for Phase 2 (Greenbelt) improvements over the next year.

Public Works submitted a grant application to the Clean California Local Grants Program on February 1, 2022 and expects to hear back in early March. As a back-up plan, Public Works desires to submit a grant application for securing enough funding to complete construction of Phase 2 (Greenbelt area). Should Public Works' Clean California grant application be unsuccessful, the Urban Greening grant application could provide the funding for Phase 2 construction.

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

In September 2021, Public Works submitted a grant application to the California Tahoe Conservancy for a Proposition 1 grant. Conservancy staff is recommending their Board award a $550,000 Proposition 1 grant to the Project at their March 2022 Board meeting. If the Prop. 1 funding is awarded, and City Council accepts and appropriates the grant funding, the $550,000 will help to offset the construction funding shortfall.

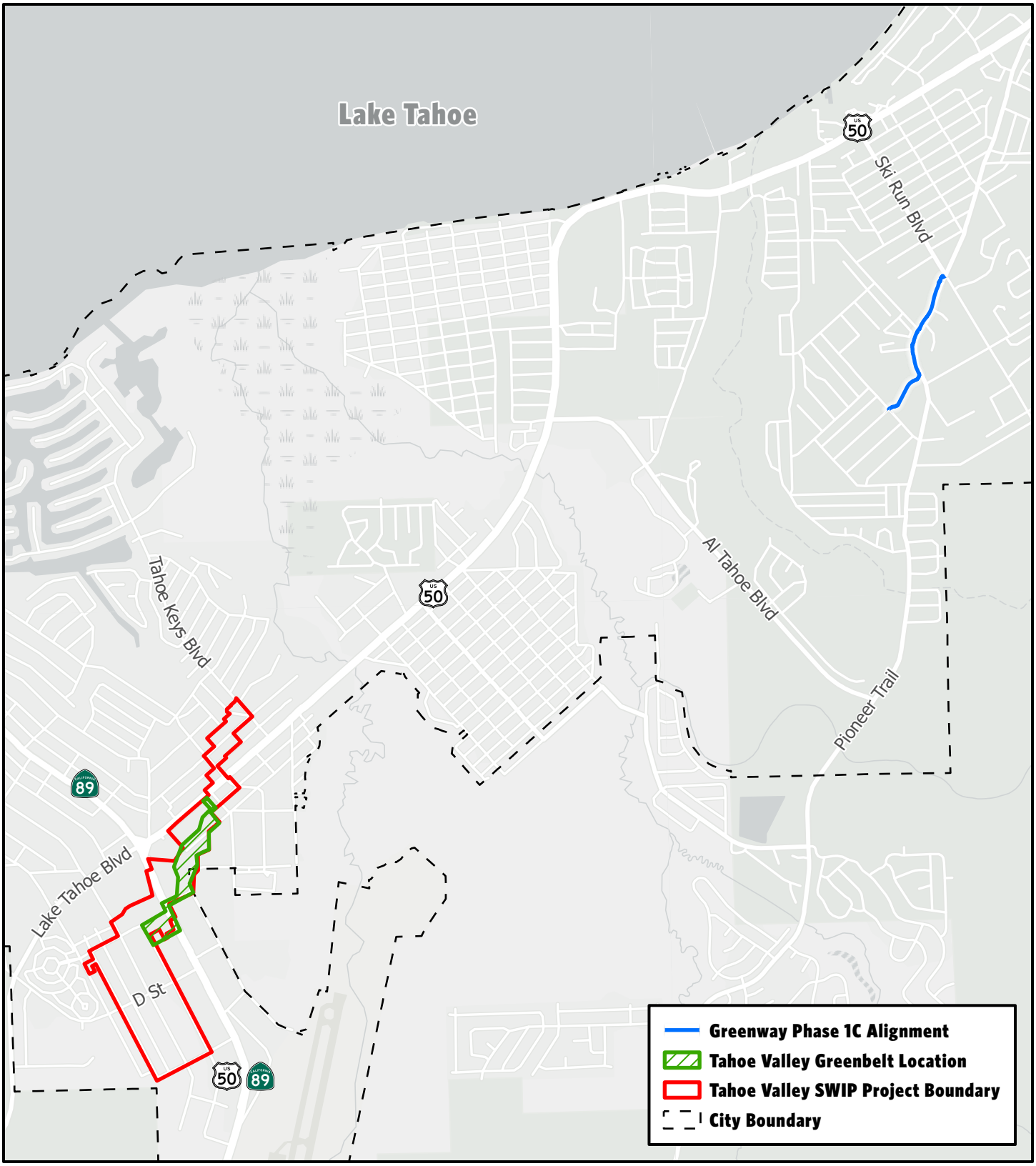
The Engineer's Estimate of Probable Construction Cost, including a 10% construction contingency is $13,500,000. Applying the construction funding sources noted herein, an additional $4.8 million in grant funding is needed to meet the overall Project estimated cost of $13.5 million. Public Works is requesting permission to apply for up to $5 million in additional implementation grant funding from the Urban Greening Program to help fund construction of Phase 2 for the Tahoe Valley Stormwater and Greenbelt Improvement Project. This funding does not have a local match requirement.

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

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

- **Action Item 1.4 (Transportation)** to prioritize implementation of mixed-use recreational trails and Class 1 bike trails and closing gaps in the bicycle trail system.

- **Action Item 2.3 (Connectivity)** to facilitate implementation of trail infrastructure prioritizing the connection of bicycle and walking trails, from neighborhoods near the Greenbelt to the South Y commercial area and beyond.
- **Action Item 5.3 (Infrastructure and Maintenance)** by actively seeking funding to develop sustainable infrastructure projects, based on the prioritized capital improvement project list.




CITY OF SOUTH LAKE TAHOE

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

N

0 0.25 0.5 0.75 Miles

Path: J:\GIS files\Projects\PublicWorks\StormWater\GeneralStormWaterProjects\GeneralStormWaterProjects.aprx | Greenbelt and Greenway Location Map | 1/4/202

# Resolution 2022-XXX

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

**March 15, 2022**

**Approving the Application for Grant Funds for the Urban Greening Program**

## BACKGROUND

A. The Legislature and Governor of the State of California have provided funds for the Urban Greening Program; and

B. The California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

C. Said Procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the City of South Lake Tahoe City Council (applicant) before submission of said application(s) to the State; and

D. There is no local match requirement for the Urban Greening Program grant.

E. The applicant, if selected, will enter into an agreement with the State of California to carry out the Project.

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

1. Approves the filing of an application for the Tahoe Valley Stormwater and Greenbelt Improvement Project.
2. Certifies that applicant understands the assurances and certification in the application.
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so.
4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code.
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained.
6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1.
7. Appoints the Director of Public Works, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements,

payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 6

**Agenda Item:** Amendment No. 4 to Professional Services Agreement between Cardno and the City of South Lake Tahoe for the Tahoe Valley Stormwater & Greenbelt Improvement Project

**Executive Summary:** In the interest of construction a portion of the Tahoe Valley Stormwater & Greenbelt Improvement Project, Public Works has requested the Project design consultant, Cardno to break the overall Project Plans, Specification, and Estimate (PS&E) documents into two construction phases. A State Water Resources Control Board (SWRCB) Proposition 1 grant award in the sum of $6,922,904 and City 10% match totaling $692,290 will fund construction of Phase 1 in 2022. The balance of remaining SWRCB Prop. 1 implementation grant funding will be applied to Phase 2 for construction in 2023. Amendment No. 4 provides additional budget to offset the added Scope of Work necessary to complete independent PS&E bid documents for Phase 1 and Phase 2. The proposed additional compensation will also offset the additional expenses required for Project permitting and preparation of survey documents needed to complete PS&E bid documents.

**Requested Action / Suggested Motions:** Pass a Motion to authorize and direct the Mayor to execute Amendment No. 4 to Professional Services Agreement between Cardno and the City of South Lake Tahoe to extend term for one year until June 30, 2023 and add compensation of $64,590 for a total amount not to exceed $736,350.
Responsible Staff Members: Stan Hill, Engineering Manager and Jason Burke, Stormwater Program Coordinator

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

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

**Attachments**:

01-Staff Report-Amendment No.4.docx
02-Location Map.pdf
03-Amendment No.4 - Cardno.doc
04-EXHIBIT D to Amendment No. 4 (Scope of Work).pdf
05-Cardno Agreement and Amendment Nos. 1 and 3.pdf
06-Cardno Amendment No. 2.pdf

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

## Meeting Date: March 15, 2022

**Title: Amendment No. 4 to Professional Services Agreement between Cardno and the City of South Lake Tahoe in the amount of $64,590**

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

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

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

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

The Greenbelt includes an area-wide stormwater treatment system designed in conjunction with the Tahoe Valley Stormwater Improvement elements in the watershed above and below the Greenbelt area (see Attachment, 02-Project Map). Proposed Project improvements will lead to a reduction of pollutant loads entering the Upper Truckee River and Lake Tahoe in urban stormwater runoff. Improvements include beautification and placemaking infrastructure (including an improved community park and public open spaces, use of permeable pavements, playground equipment, walking and biking trails, bike repair stations, bike racks, wayfinding signage, and dog waste, trash & recyclable collection stations).

The City retained the Services of design consultant, Cardno to prepare 100% Plans, Specifications, and Estimate (PS&E) bid documents and provide Project permitting services. In December 2020, Cardno delivered overall Project 95% complete PS&E bid documents. Following 95% completion of PS&E bid documents, Cardno has continued to work on acquiring Project environmental permitting.

**Issue and Discussion:** In the interest of assuring progress to construct the Project improvements, Public Works has requested the overall project PS&E bid documents be broken into two separate construction phases. Preparation of two sets of independent bid documents is a change to the Scope of Work. The extra effort necessary to prepare Phase 1 and Phase 2 PS&E bid documents requires an amendment to the existing Professional Services Agreement.

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

1. Upper Region – F Street to Emerald Bay Road;
2. Central Region – Greenbelt area between Emerald Bay Road and U.S. 50; and
3. Lower Region – U.S. 50 down to Tahoe Keys Blvd.

- Phase 1 of the Project includes the Upper Region (1) and the Lower Region (3) of the Project area.
- Phase 2 consists of the Central Region (2), Greenbelt area.

Amendment No. 4 (Attachment 03) to the Cardno Professional Services Agreement (PSA) will provide additional planning grant funding to compensate design consultant, Cardno for the additional work required to prepare Phase 1 and Phase 2 PS&E bid documents and offset escalation costs for acquiring the environmental permits required before the onset of Project construction.

**Financial Implications:** Project design funding for the existing Cardno PSA comes from three grant funding sources as follows:

| | |
|---|---|
| • State Water Resources Control Board, Proposition 1 Planning Grant: | $381,920 |
| • California Tahoe Conservancy, Proposition 68 Grant: | $375,000 |
| • TRPA Water Quality Mitigation Funds: | $50,000 |
| Total Planning & Design Funding: | $806,920 |

The State Water Resources Control Board, Proposition 1 Planning grant expired before the total available grant funding could be expended. The amount left unspent at the date of grant expiration was $10,063.20.

Therefore, the budget applicable to funding Amendment No. 4 is the Total Planning & Design Funding minus the unexpended SWRCB, Prop. 1 grant balance as follows:

$806,920 - $10,063.20 = **$796,856.80 of total design & permitting budget**

Project planning and design expenses assigned to the current Cardno PSA are as follows:

| | |
|---|---|
| • Site Surveying PSA (total amount expended) | $47,781.00 |
| • Cardno Master Agreement for 60% PS&E Documents: | $329,815.00 |
| • Cardno Amendment No.1 for 100% PS&E Documents: | $318,875.00 |
| • Cardno Amendment No. 2 (Time Extension Only): | 0.00 |
| • Cardno Amendment No. 3 Property Acquisition Assistance: | $23,070.00 |
| Total Grant Funding Allocated to Cardno for PS&E & Acquisition Cost: | $719,541.00 |

Other expenses:

| | |
|---|---|
| • Permitting Fees, Public Notices, and Property Appraisals | $7,471.16 |
| **Total Funding Encumbered or Expended to Date:** | **$727,012.16** |

The remaining available planning & design budget is the difference between Total Planning & Design and the Total Encumbered or Spent Planning and Design Funds as follows:

**$796,856.80 – 727,012.16 = $69,844.64 – available in the project budget**.

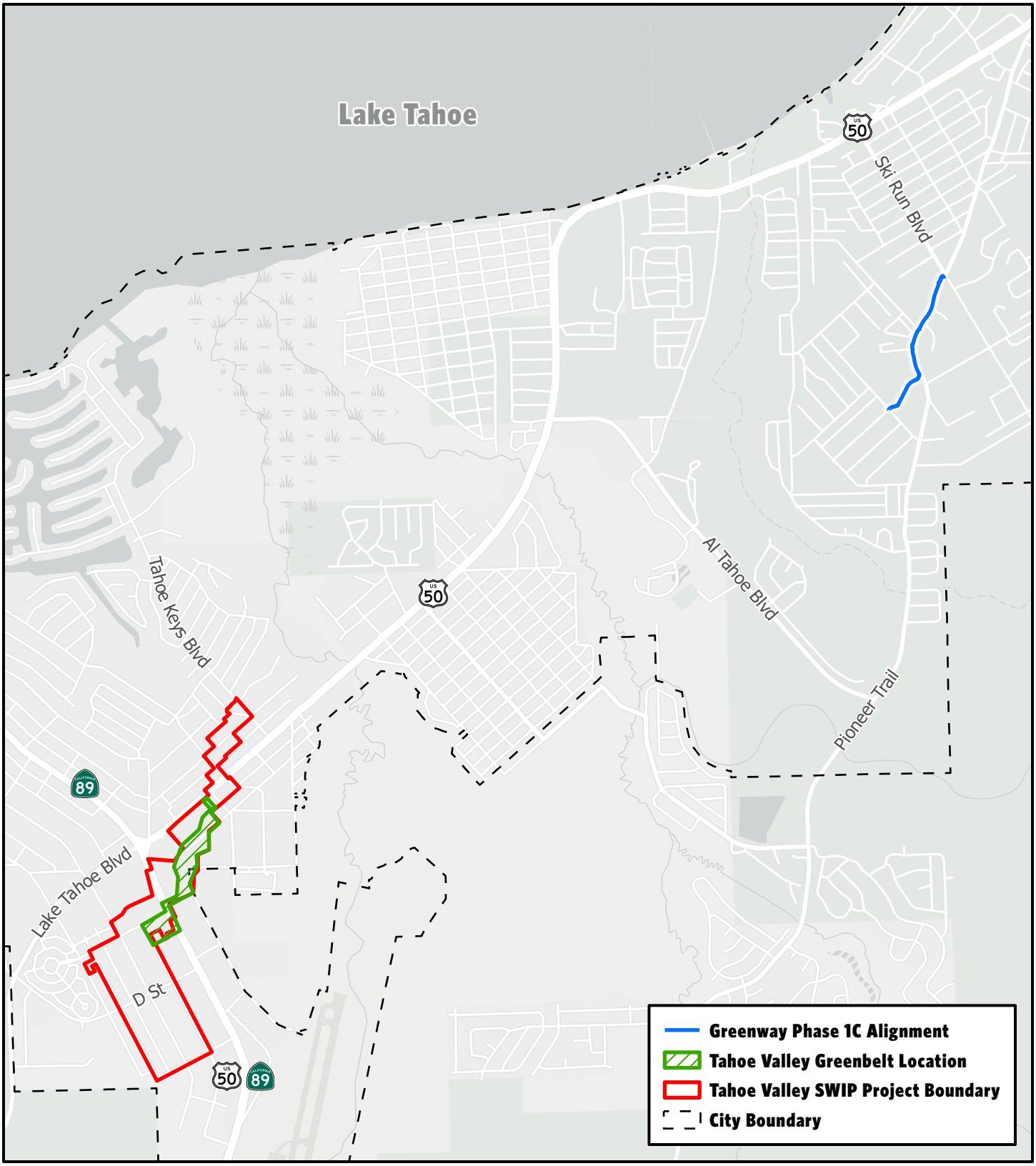
Amendment No. 4 in the total amount of $64,590.00 will increase the amended contract amount to a total of $736,350. The budget for the remaining cost of the contract is available in the project account 301-40030-48020.

After this amendment, there will be a $5,254.64 of remaining project budget for miscellaneous expenses such as bid advertisement in local newspaper and labor compliance.

**Environmental Considerations:** The Planning Commission adopted the CEQA and Mitigated Negative Declaration for the Greenbelt and Stormwater Improvement Project on May 9, 2019, SCH# 20190292152. The Project TRPA and Lahontan permitting will be completed before construction of Project improvements. Cardno is assisting with environmental 401/404 permits, and a California Dept. of Fish & Wildlife, Stream Alteration Permit.

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

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




CITY OF SOUTH LAKE TAHOE

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

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**AMENDMENT No. 4 TO PROFESSIONAL SERVICES AGREEMENT**

The Professional Services Agreement entered into on January 14, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Cardno** ("CONSULTANT") is hereby amended as set forth below.

Paragraph 1 of the Professional Services Agreement is hereby amended to add the following:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated January 14, 2020, and Amendment Nos. 1, 2, and 3, this Fourth Amendment to the Agreement adds the work described within **Exhibit D**, **Scope of Services & Compensation** attached hereto and incorporated herein by reference.

Paragraphs 2 and 3 of the Professional Services Agreement are hereby amended to read as follows:

2. Term/Time of Performance. The services by CONSULTANT are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by CITY. All such work shall be completed not later than June 30, 2023. Time is of the essence, and failure of CONSULTANT to perform the services required by this Agreement, as amended, by June 30, 2023 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the CONSULTANT, as defined within the original Agreement and as augmented by Amendment Nos. 1, 2, and 3 is hereby increased with this **Amendment No. 4** by the sum of **$64,590.00** as described within **Exhibit D, Scope of Services & Compensation** attached hereto**.** In no case shall CONSULTANT compensation for work completed under this Agreement exceed the amended Agreement amount of **$671,760.00** plus the additional fee of **$64,590.00** for an amended total fee of **$736,350.00** without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to Agreement to be executed on _____ , 2022.

**CITY OF SOUTH LAKE TAHOE**

By: _____
Devin Middlebrook, Mayor

**CONSULTANT**

By: _____
Stephen Peck
Senior Consultant/Principal
Business License # 0080171

**APPROVED AS TO FORM:**

_____
Heather Stroud, City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

# EXHIBIT D

**AMENDMENT No. 4 TO PROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES & COMPENSATION**

The Professional Services Agreement entered into on January 14, 2020 between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Cardno** ("Consultant") is amended to include additional scope of services as described below. The City authorized amendment to the base agreement includes additional project permitting, and property acquisition services.

Pursuant to the project tasks identified in the professional services base agreement, between City and Consultant, the following selected tasks/scope of services is included with the project work.

Note all project tasks listed for clarity.

## Task 1 Project Management, Meetings, and Public Outreach

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 2 Supplemental Site Surveying and Base map Updates

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 3 Permitting

- ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: **$10,190.00**
    - Subtask 3g. WOTUS Rule Change, USACE NWP, CDFW, and 404/401 Permit Process Revisions - $10,190.00

### Subtask 3.g WOTUS Rule Change, USACE NWP, CDFW, and 404/401 Permit Process Revisions

Changes to regulatory requirements and issuance of revised permit process has resulted in a change of direction for the permit requirements identified in the prior scope of work. Supplemental documents and pre-filing meetings are required including USACE Aquatic Resources Delineation Report, 404/401 Restoration Plan to support avoidance of compensatory mitigation, CDFW Lake or Streambed Alteration permit, and additional jurisdictional area impact figures and calculations in response to USACE NWP and Waters of US rule changes.

*Task 3.g Deliverables:*

> PCN – NWP authorization
> USACE Aquatic Resources Delineation Report
> Restoration Plan
> CDFW EPIMS Submittals

*Task 3.g Assumptions:*

> USACE consultation/USACE site visit

> SWRCB and CDFW pre-filing meetings

## Task 4 60% Design Documents

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 5 90% Design Documents

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 6 100% Design Documents

- ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: **$32,240.00**
    - Subtask 6d. Final Design Revisions / Bid Documents (2 phase Project PS&E) - $ 32,240.00

### Subtask 6.d Final Design Revisions / Bid Documents (2 phase Project PS&E)

Based on current project funding and city construction budget allocations, the project needs to be setup for two phases. The phase 1 project is targeted for construction in 2022, and the phase 2 project is targeted for construction in 2023. The Cardno team will prepare a final design package and bid documents for each of the two project phases. The final design package for each phase will be a bid/construction-ready set of construction documents, including complete plans, special provisions, bid list, and cost estimate.

*Task 6.d Deliverables:*

> Phase 1 final design package and bid documents –plans, special provisions and bid list/estimate
> Phase 2 final design package and bid documents –plans, special provisions and bid list/estimate

*Task 6.d Assumptions:*

> Special provisions to the Caltrans Standards, following the city standard format, will be developed for the project technical specifications

## Task 7 Hydrologic and Hydraulic Analysis

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 8 Easement and Real Property Services

- ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: **$2,200.00**
    - Subtask 8.e Acquisition Plat Maps, and Legals (MapCA)–CTC parcels - $2,200.00

Prior preliminary acquisition support services has resulted in the need for the following real property services for continuation of the easement and/or fee title acquisitions.

### Subtask 8.e Acquisition Plat Maps, and Legal Descriptions (MAPCA)-CTC parcels

Provide survey ties to existing boundary corners/survey control, and resolve property boundaries. Prepare legal metes and bounds descriptions, and exhibit plat maps for the subject parcels identified for easement acquisitions.

*Task 8.e Deliverables:*

> Legal descriptions and exhibit plat maps – 2 subject properties

- APN 023-381-001 (California Tahoe Conservancy); public access and stormwater easement
- APN 023-231-003 (California Tahoe Conservancy); public access and stormwater easement

*Task 8.e Assumptions:*

- There is one (1) easement over two parcels identified for this subtask.

## Task 9 Bid Assistance

Optional task identified in the RFP, not included in the scope of work at this time. The City may authorize Bid Assistance through an amendment to the PSA.

## Task 10 Construction Engineering

Optional task identified in the RFP, not included in the scope of work at this time. The City may authorize Construction Engineering services through amendment to the PSA.

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# AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on January 14, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Cardno** ("CONSULTANT") is hereby amended as set forth below.

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

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated January 14, 2020, this Amendment to the Agreement adds the work described within **Exhibit D**, attached hereto and incorporated herein by reference.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than June 30, 2022. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by June 30, 2022 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement and as augmented by Amendment No. 1 is hereby increased by way of **Amendment No. 3** by the sum of **$23,070.00** as described within **Exhibit D** attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$648,690.00** plus the additional fee of **$23,070.00** for an amended total fee of **$671,760.00** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

**CITY OF SOUTH LAKE TAHOE**

By: _____
Joseph Irvin, City Manager

**CONSULTANT**

By: Signed in counterpart
Stephen Peck
Senior Consultant/Principal
Business License # 0080171

**APPROVED AS TO FORM:**

_____
Heather Stroud, City Attorney

**ATTEST:**

_____
Susan Blankenship, City Clerk

CITY SEAL:

CITY OF SOUTH LAKE TAHOE 19 65 CALIFORNIA

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# AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement and as augmented by Amendment No. 1 is hereby increased by way of **Amendment No. 3** by the sum of **$23,070.00** as described within **Exhibit D** attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$648,690.00** plus the additional fee of **$23,070.00** for an amended total fee of **$671,760.00** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

**CITY OF SOUTH LAKE TAHOE**

By. signed in counterpart
Joseph Irwin, City Manager

**CONSULTANT**

By Stephen Peck 7/15/2021
Stephen Peck
Senior Consultant/Principal
Business License # 0080171

**APPROVED AS TO FORM:**

signed in counterpart
~~Heather Stroud, City Attorney~~

**ATTEST:**

signed in counterpart
Susan Blankenship, City Clerk

CITY SEAL:

# EXHIBIT D

**AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT**

SCOPE OF SERVICES, TIME, AND COMPENSATION

The Professional Services Agreement entered into on January 14, 2020 between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Cardno** ("Consultant") is amended to include additional scope of services as described below. The City authorized amendment to the base agreement includes additional project permitting, and property acquisition services.

Pursuant to the project tasks identified in the professional services base agreement, between City and Consultant, the following selected tasks/scope of services is included with the project work.

Note all project tasks listed for clarity.

## Task 1 Project Management, Meetings, and Public Outreach

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 2 Supplemental Site Surveying and Basemap Updates

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 3 Permitting

- ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: **$5,060.00**
    - Subtask 3g. USACE NWP#43, PCN & Delineation Report - $5,060.00

### Subtask 3.g USACE NWP#43, PCN & Delineation Report

The recent issuance of US Army Corps of Engineers (USACE) 2021 Nationwide Permit (NWP) 43, Stormwater Management Facilities, has resulted in a change of direction to the prior permit requirements. The specified impact to jurisdictional areas and the project effects exceed the 1/2-acre limit under NWP 43 for non-notifying authorization. As a result, a Pre-Construction Notification (PCN) is required for NWP authorization, and a formal USACE Aquatic Resources Delineation Report is required.

The prior wetland delineation fieldwork conducted in 2019 supported the Aquatic Resources Delineation Report for CEQA, and the USACE permitting option available at that time under NWP 27, Aquatic Habitat Restoration. This prior NWP 27 was the best fit at the time and did not have acreage limitation or compensatory mitigation requirements. Thus, a formal wetland delineation/USACE Aquatic Resources Delineation Report (used interchangeably) was not previously required.

To address the 2021 NWP 43 requirements, no additional fieldwork is assumed, but additional staff labor hours is required to develop the PCN and formal USACE Aquatic Resources Delineation Report.

*Task 3.g Deliverables:*

> PCN – NWP authorization

> USACE Aquatic Resources Delineation Report

*Task 3.g Assumptions:*

> USACE consultation/USACE site visit: up to 8 hours

## Task 4 60% Design Documents

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 5 90% Design Documents

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 6 100% Design Documents

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 7 Hydrologic and Hydraulic Analysis

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

## Task 8 Easement and Real Property Services (as directed)

- ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: **$23,070.00**
  - Subtask 8.b Appraisals (Interwest > Johnson Valuation Group) - $10,410.00
  - Subtask 8.c Acquisition Agreements, Plat Maps, and Legals (MapCA) - $12,660.00
  - Subtask 8.d Acquisition/Negotiation and Escrow Coordination Services (Interwest - $0.00, budget included under original subtask 8.a)

Prior preliminary acquisition support services has resulted in the need for the following real property services for continuation of the easement and/or fee title acquisitions. Coordination and property owner interest/feedback determined mutual interest and support of the project improvements. Evaluation, appraisals and development of acquisition agreement documents will be completed for the following subject properties.

- APN 023-430-361 (Prince Harold Properties - 1043 Emerald Bay Road, South Lake Tahoe, CA)
  - Public access and stormwater easement – approximate area of
- APN 023-381-021 (McDonalds Corporation – 2060 South Avenue, South Lake Tahoe, CA)
  - Fee title acquisition – approximate area of 0.76 acres +/- (entire parcel)
- APN 023-430-381 (McDonalds Corporation - 1029 Emerald Bay Road, South Lake Tahoe, CA)
  - Fee title acquisition – approximate area of 1.2 acres +/ (split portion of parcel)

### Subtask 8.b Appraisals (Interwest > Johnson Valuation Group)

Preform property appraisals and prepare primary appraisal reports following industry standards set forth in Uniform Standard of Professional Appraisal Practice (USPAP), and California law and regulations.

Appraisal reports will typically include the following information:

- The purpose and function of the appraisal, including limiting factors and conditions.

- A description of the physical characteristics of the property being acquired in addition to the highest and best use of property.
- A discussion of all relevant and reliable approaches to value. In most cases this will necessitate the use of the sales comparison approach only.
- A description of comparable sales relied on in the determination of value.
- A statement of the value of the property rights to be acquired, including damages to the remainder.
- A signed certification of the appraiser and the effective date of the valuation.

*Task 8.b Deliverables:*

> Primary Appraisal Reports – 3 subject properties

- APN 023-430-361 (Prince Harold Properties); public access and stormwater easement
- APN 023-381-021 (McDonalds Corporation); fee title acquisition
- APN 023-430-381 (McDonalds Corporation); fee title acquisition

*Task 8.b Assumptions:*

> City will provide all preliminary title reports for properties, which easements and/or fee title acquisitions are to be obtained.

> All property owners requiring easements/acquisitions are willing sellers, and no eminent domain will be required.

## Subtask 8.c Acquisition Plat Maps, and Legal Descriptions (MAPCA)

Provide survey ties to existing boundary corners/survey control, and resolve property boundaries. Prepare legal metes and bounds descriptions, and exhibit plat maps for the subject parcels identified for easement and/or fee title acquisitions.

*Task 8.c Deliverables:*

> Legal descriptions and exhibit plat maps – 3 subject properties

- APN 023-430-361 (Prince Harold Properties); public access and stormwater easement
- APN 023-381-021 (McDonalds Corporation); fee title acquisition
- APN 023-430-381 (McDonalds Corporation); fee title acquisition

*Task 8.c Assumptions:*

> There is one (1) easement, and two (2) fee title acquisitions identified for the project.

## Subtask 8.d Acquisition/Negotiation and Escrow Coordination Services

Note - Budget for this subtask will be covered under original subtask 8.A (As-Directed) Preliminary Acquisition Support Services.

Acquisition/Negotiation services include all contact with the property owner for the purpose of negotiating the acquisition of the real property interests. Services to be provided typically include:

- Prepare Notice of Decision to Appraise letter for City review prior to mailing to property owner.
- Coordinate appraisal inspection with appraiser and property owner. Contact the property owner to discuss appraisal inspection process, and address owner concerns.

- Review the appraisal inspection and appraisal review reports and forward reports to City for review and approval.
- Prepare the offer letter based upon the value to be determined as "just compensation" by the City.
- Prepare the Acquisition Agreement and conveyance documents.
- Deliver the offer letter, Acquisition Agreement and conveyance documents to the City for review and approval. Make City requested revisions as appropriate.
- Meet with property owners to review all documents. Explain the offer, make follow-up contacts, and secure the necessary documentation upon acceptance of the offer for closing escrow and securing title insurance.
- Respond to inquiries made by property owners, verbally and in writing.
- Maintain contact logs and diaries for each parcel, with all pertinent information and contracts concerning the parcel.
- Maintain parcel files of original documentation, related to the purchase of real property.
- Continuation of personal negotiations with property owners until an agreement or an impasse is reached.
- Signed agreements will be transmitted to the City promptly for acceptance and processing.

Once negotiations with the property owner are complete and acquisition documents are signed, the closing (escrow) process will begin, which typically involves coordinating the following activities with the City's designated title company. The Agent (Interest) will work with property owner and title company throughout the entire closing process.

- Preparing a transmittal memorandum to the City summarizing the acquisition.
- Opening escrow, depositing funds and documents, preparing escrow instructions and monitoring the closing of each escrow.
- Assisting the Title Company with obtaining subordination, lien releases for deeds of trusts and other encumbrances of record.
- Preparing warrant requests with supporting documentation.
- Recommending resolutions to escrow related issues.
- Verifying the payment of all real property taxes and other assessments owed on the property.
- Attending meetings and facilitating closings.
- Obtaining signatures of all property owners of record on the conveyance documents.
- Ensuring the final title policies contain only the Exceptions City has agreed to accept.
- Disbursement of sale proceeds to the property owner and other parties of interest.

*Task 8.d Deliverables:*

> Pre-approved Acquisition Documents and offer package documents
> Signed Acquisition Agreement, if agreement reached with property owner
> Signed Deeds, if agreement reached with property owner
> Recorded conveyance documents
> Final legal descriptions and exhibit plat maps for record documents for easement/acquisitions
>
>
>

> Task 8.e Assumptions:
> City will provide a template, or example, of all instrument of conveyance documents to be used, approved and accepted to form, by the City Attorney and Public Works Department, prior to execution of the contract, for use on this project.
> City will be responsible for all title, escrow, closing, easement, fee title and all other direct costs associated with the acquisitions.
> There is one (1) easement, and two (2) fee title acquisitions identified for the project.

## Task 9 Bid Assistance

Optional task identified in the RFP, not included in the scope of work at this time. The City may authorize Bid Assistance through an amendment to the PSA.

## Task 10 Construction Engineering

Optional task identified in the RFP, not included in the scope of work at this time. The City may authorize Construction Engineering services through amendment to the PSA.

# AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on January 14, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Cardno** ("CONSULTANT") is hereby amended as set forth below.

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

Section 1 of the AGREEMENT is hereby repealed in its entirety and replaced with the following language:

> Section 1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.
>
> The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.
>
> All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** in its entirety, attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

Section 3 of the AGREEMENT 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 Amended Fee Schedule set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference. An additional amount of $318,875 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 $329,815.00 plus the additional fee of $318,875.00 for an amended total fee of **$648,690.00** without authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

**CITY OF SOUTH LAKE TAHOE**

By: Ray Jarvis

Ray Jarvis, Director of Public Works

**CONSULTANT**

By:

Stephen Peck, Principal
Cardno

Business License # 008171

**APPROVED AS TO FORM:**

Heather Stroud, City Attorney

**ATTEST:**

7/8/2020

Susan Blankenship, City Clerk

CITY SEAL:

# EXHIBIT A

## SCOPE OF SERVICES

The **City of South Lake Tahoe** ("City") agrees to retain the design engineering consulting firm, **Cardno** ("Consultant") to perform the scope of engineering services as outlined below for the **Tahoe Valley Greenbelt and Stormwater Improvement Project** ("Project"). The following Scope of Services describes various work tasks the City may authorize the Consultant to perform during the life of the agreement.

The Tahoe Valley Greenbelt and Stormwater Improvement Project (Project) is an important environmental project in the City of South Lake Tahoe (City) that will provide a unique opportunity to incorporate both stormwater and recreational improvements in one comprehensive Project. The Project area is composed of commercial areas, residential areas, open space, and a State Highway. The open space is currently under-utilized for stormwater quality treatment and provides key opportunities for recreation benefits. Project area constraints consist primarily of property ownership, a limited existing stormwater collection and treatment system for stormwater runoff, and an unplanned and under-utilized recreation component.

Building upon the planning and design work previously completed, the Project final engineering design will result in complete civil plans for the proposed project improvements. The Cardno team understands that the final design must be supported by sound science in the areas of hydrology, hydraulics, erosion control, recreation, botany, and stormwater quality pollutant load reductions to meet the City's project goals.

The City has acquired Proposition 1 planning grant funding from the State Water Resource Control Board (SWRCB) for the delivery of Plans, Specifications, and Estimate (PS&E) bid documents for the Project. However, the amount of Prop 1 planning grant funding ~~is~~ was insufficient to complete PS&E bid documents for the entire Project area. The City and Consultant determined the available planning grant funding is enough to complete the 60% PS&E bid documents. Therefore, at the January 14, 2020 City Council meeting the Consultant was authorized to begin tasks specific to completing the 60% level of PS&E documents.

Public Works submitted a grant application to the California Tahoe Conservancy (CTC) to acquire Proposition 68 grant funding for the Tahoe Valley Greenbelt and Stormwater Improvement Project. At their March 2020 Board meeting, the CTC Board approved a $375,000 grant that will fund the completion of 100% bid documents.

In accordance with procedures described within the Base Agreement, Exhibit A, Scope of Services, approved at the January 14, 2020 City Council meeting, Project Tasks identified within the Base Agreement can be authorized by the City via amendment to the Base Agreement. The CTC Proposition 68 grant funding provides enough funding to authorize additional Project Tasks 3, 5, 6, and 7b through 7e with the approval of Amendment No. 1 to the Professional Services Agreement. Tasks 1, 2, 4, and 7a were previously approved by City Council and authorization granted to Cardno to complete those

Project Tasks. Compensation to the consultant, Cardno is also adjusted with Amendment No. 1 as specified within Section 3 of the AGREEMENT and as detailed within the amended Exhibit B, Master Agreement Fee Schedule.

The upper Project area, Greenbelt area, and lower Project area are defined as the West Area, Central Area and North Area respectively and are further defined as follows:

- West Area is the Project area located above Emerald Bay Road;
- Central Area is the Greenbelt Area located between Lake Tahoe Blvd and Emerald Bay Road; and
- North Area is located between Tahoe Keys Blvd and Barton Avenue.

As additional project planning funds are acquired, Public Works may authorize through amendment(s) to this base agreement, additional work tasks, including but not limited to 100% bid documents, providing property acquisition services, bid support, and construction engineering services. A single task or a bundle of work tasks authorized by the City may be negotiated individually to determine mutually acceptable compensation to the Consultant. The Consultant shall not begin on unauthorized work tasks until an amendment specifically adds the work to the base agreement.

Below and on the following pages is Cardno's proposed scope of work for the professional services to develop final civil plans and supporting technical documents for the Project.

## Task 1 Project Management, Meetings, and Public Outreach

Timely and consistent project management, public outreach and coordination are critical parts of any project in the Lake Tahoe Basin. The following are the sub-tasks for Project Management, Public Outreach and Coordination.

### Subtask 1.A Project Management and Coordination

The Project Management and Coordination sub-task includes the internal Cardno team coordination and communication efforts required to perform the work along with monthly budgeting, invoicing, filing, sub-consultant coordination and invoicing and general project administration. To facilitate these tasks, Cardno will assign a project coordinator who is dedicated to the project from inception to completion. This allows for an efficient work process that benefits both the City and Project design team.

The Cardno team will establish effective communication between the parties involved, including; City planning and engineering staff, utilities, the public, business owners; and funding, permitting and regulatory agencies. Our experience shows that although the primary point of contact will be the Project Manager, direct communications between City staff and designated Task Leaders should occur when needed for efficiency of certain project work efforts. All internal team communications will be led by the Project Manager who will coordinate closely with Task Leaders.

### Subtask 1.B – Public Outreach/Property Owner Meeting

The Cardno team will support the City in public outreach efforts at a key juncture during project development, most likely in the form of a public meeting. The public meeting (1) will provide a venue for

facilitated communications between City staff and business owners, residents, and other stakeholders. The format of the public meeting will be based on the meeting purpose and intended audience.

Design Workshop, Inc. (DWI) will assist Cardno with the organization and presentation of design elements for the public meeting. Cardno anticipates the meeting will be in an open house format where participants can drop-in, read displays and other informative materials, and offer comments. Facilitators will be available to discuss issues and form discussion groups. This format will allow community members to learn about and discuss the proposed project in an informal environment. Depending on the goals and purpose of the meeting, Cardno may use additional techniques, including comment cards and dot exercises. Cardno can replicate these activities in an online survey format to provide an opportunity for people who may not be able to attend the meeting to still participate.

### Subtask 1.C – Funding and Regulatory Agency/TAC Meetings

The City and the Cardno team, along with funding and permitting agencies, will hold meetings at key junctures during the project development process to ensure all parties are informed and all project design considerations and requirements are being met, and to provide general coordination. For the purposes of this scope Cardno is proposing to allocate time for up to two (2) funding, regulatory, and/or TAC meetings.

Each of the TAC meetings will be attended by the Cardno Project Manager and one key Task Leader, and a Project Assistant to take meeting minutes. Cardno will coordinate the TAC meetings with the TAC members, provide an agenda for the meetings and additionally develop a PowerPoint or other suitable presentation materials summarizing the meeting objectives and presenting items to be covered for discussion. After the meeting, the meeting minutes will be developed/formalized and distributed to all meeting attendees.

### Subtask 1.D – City Planning Commission/City Council Meeting

This project may require presentations to the City Council or City Planning Commission. The primary purpose of the meeting will be to provide a project update and respond to inquiries from the City. Attendance at the meeting (1 City Council or 1 City Planning Commission as determined by the City) will occur at or following a key deliverable point within the project schedule (i.e., completion of 60 percent or 90 percent designs as determined by the City).

The Cardno team will provide input on the purpose, outline, and content for meeting presentations and provide graphics developed as part of other tasks to help communicate project elements. Cardno's efforts will include developing a PowerPoint presentation for the selected City Council or City Planning Commission meeting. Cardno's Project Manager and one key Task Leader will attend the meeting, either presenting or supporting the City project manager, as directed by the City.

*Task 1 Deliverables:*

- Public Notification (flyer) and presentation materials for one public meeting (1)
- PowerPoint presentation, agendas and meeting minutes for each TAC meeting (2)
- PowerPoint presentation for one City Council or Planning Commission meeting (1)

*Task 1 Assumptions:*

> The overall duration of this contract is twelve (12) months
> City will provide meeting venues
> City will provide postage for any mailings/flyers
> City will provide mailing list (and contact list) for all property owners, business owners and residents in the Project area that is current and updated

## Task 2 Supplemental Site Surveying and Basemap Updates

The previous project effort obtained preliminary survey information throughout the project area, including survey control establishment, aerial (LiDAR) data collection, and limited field surveying within the project area. Field survey consisted of the Greenbelt area and major downstream drainage features. Although previous survey efforts were adequate for preliminary planning, preliminary design and environmental review, a detailed field survey is required to develop an accurate basemap for final project design and development of accurate construction documents. The Cardno team proposes to perform targeted survey data collection to obtain the necessary level of information.

Cardno has teamed with Morton & Pitalo, Inc. (M&P), to provide topographic land surveying for the Project. M&P is an experienced land surveying firm with extensive experience throughout the Sierra Nevada range. Site survey is required within the proposed Project improvement areas to define existing drainage courses and site topography, locate existing right-of-way features and roadways, tie-in existing utility facilities, locate predominate structures and landscape elements (buildings, fences, trees, rock outcrops, etc.), and provide accurate property information for design of the Project improvements.

The anticipated survey areas for the base mapping where design work will be performed, as described starting in Task 4, generally includes the following locations and/or project elements:

*The following areas will be included a part of this contract*

- Greenbelt Area (to southeast of "Y"/US 50)
  - Stormwater collection and conveyance; underground feature (B St, Barton Ave, 4th St)
  - Water quality detention basins, greenbelt meadow; surface feature (Greenbelt, 3rd St)
  - Bike/multi-use trails, and recreational site amenities; surface features (Greenbelt)
  - Lighting and landscape elements; surface features (Greenbelt)

*The following areas are included under a separate contract - [fall/winter of 2019]*

- Bonanza area (to west of US 50)
  - Roadway features, cross sections, existing stormwater and public utilities (F Street, D Street, and Bonanza Ave)
  - Water quality detention basins (3) sites on public parcels; land topo features and trees
- Peripheral greenbelt area (to southeast of "Y"/US 50, between B St and Barton Ave)
  - Roadway features, cross sections, existing stormwater and public utilities (B Street, Barton Avenue, and 4th Street)
- 3rd Street Basins (between Barton Ave and Helen Ave)
  - Roadway features, cross sections, existing stormwater and public utilities (3rd Street, Barton Avenue, and Helen Avenue)

    - Water quality detention basins (2) sites on public parcels; land topo features and trees
- James/Eloise and Stormwater Outfall (to north of US 50)
    - Roadway features, cross sections, existing stormwater and public utilities (3rd Street, James Avenue, Eloise Avenue, Council Rock Drive, and Tahoe Keys Boulevard)
    - Water quality detention basins (2) sites on public parcels; land topo features and trees

## Subtask 2.A Survey Control

Previous efforts have established a baseline survey control across most of the Project area. While the survey control is project-wide, the control does not cover all of the areas requiring detailed survey, and the control has been in place for a few years. Therefore, verification and some resetting and placement of additional survey control will be required to accurately perform the topographic surveying of the project area and establish a more complete control network for civil design and future construction.

M&P will begin by confirming existing control and resetting any damage/destroyed control set previously. Additional survey control will be set based on coordination efforts with the design team. Cardno will provide a drawing sheet within the plan set depicting the project control points and provide northing and easting locations in table format within the drawing for all relevant control points.

The additional/reset survey control will be set on the same datum and projection as the previous survey data (California State Plane, Zone 2).

## Subtask 2.B Topographic and Planimetrics Survey

M&P will provide the necessary field surveying efforts for the project and collect the additional field information (e.g., topography, and planimetrics survey data) to develop an accurate updated base map for the project area.

The initial efforts associated with this task will be the review of the proposed project features and the existing survey data. Based on this review, the Cardno team will determine where, and to what extent, Cardno needs additional field survey data (planimetrics and topography) for proper design of the project. For selected areas of detailed topo mapping (e.g. Greenbelt/Central Area), Cardno will develop 1-foot contours and include 25-foot cross-sections of any adjacent pertinent roadways, where surface improvements are targeted. For segments of roadways and project areas where the main project element is predominately underground stormwater infrastructure, a limited yet appropriate level of topo survey data will be collected as the proposed improvements are less dependent on existing surface features. Where applicable, the planimetric survey will include survey shots of all found features (e.g., buildings, pavements, curbs, sidewalks, fences, walls, signs, utility poles, traffic signals, utility vaults and boxes, utility risers, underground utility manholes and inverts where accessible, stormwater facilities and drainage channels, trees, rock outcropping, and predominate landscape features) within the targeted survey/project area.

## Subtask 2.C – Topographic Base Map

The Cardno team will compile the previously developed base map data with subsequent field survey data collected as part of this effort and develop a detailed project base map for the final design efforts. The draft base map will be field checked by walking the project site, confirming all aspects are correct,

and documenting any errors. The base map will then be updated, providing the Cardno team and the City with an accurate base map that can be trusted throughout the design process.

The process outlined above is an ideal approach to ensure the topographic and planimetric features are accurate. However, the boundary survey cannot be performed in such a manner. The boundary information collected during the field survey (Subtask 2B) will be used to develop boundary mapping in conjunction with subdivision and record maps available through El Dorado County and the Sierra Pacific Power Company GIS parcel mapping. Unfortunately, older areas of Lake Tahoe, such as the project area, have inconsistent boundary information. M&P will collect available property record map information from the County Recorder's Office that will be used to develop a more accurate parcel boundary layer for key properties adjacent to the project improvements. This parcel layer will be translated and rotated to the mapped field boundary points as a "best fit" determined by a licensed land surveyor, to create a design-level property boundary map. For easement acquisitions, additional survey and mapping may be required to rectify material discrepancies and conflicts identified between the record mapping and field data. This effort would be completed as part of an optional Property Acquisition Task, upon direction from the City, once final acquisition properties are identified.

The Cardno team will collect utility pothole location data, updated utility grid map information from respective utility companies, and add any relevant information to refine the updated project base mapping (defined/scoped under Task 4). Where applicable, utility grid information can be rectified to field survey points and modified where survey information is of better quality than the grid maps (USA and visible information [manholes, valves, etc.] field surveyed).

### Subtask 2.D – Property Boundary Mapping

The available property boundary information used for the planning/preliminary design phase was approximate, including county database and GIS based property data, and though relative for the preliminary layout of project elements, it is not sufficient for the final design documents.

M&P will prepare property boundary mapping for the right of ways of the streets and parcels proposed for stormwater quality basins and the greenbelt improvements within the Project area; and incorporate the property information with the project base map. The basis of the property boundary mapping will be from record information, and not the result of a detailed corner/monument field survey. Record subdivision maps, assessor maps and other recorded information available through the City and County will be the source of data. The property boundary mapping will be best fit to fences, utility poles, common improvements and other predominate physical/land features as an overlay to the Topographic and Planimetrics Survey.

*Task 2 Deliverables:*

> Electronic files of control points in Autodesk Civil3D format (California State Plane Coordinate System Zone 2, NAD83 for horizontal, and NAVD88 for elevation)
> Project Basemap in Autodesk Civil3D format

*Task 2 Assumptions:*

> Survey control will be established; however, protection from manmade or natural disturbances is not guaranteed. Future use of the control for construction will require verification, and potential re-establishment, prior to use for construction.

> Accuracy of the "best fit" property boundary mapping is not certain, though expected to have a reasonable level of confidence within 3-feet or less horizontal offset.

## Task 3 Permitting

The Cardno team will assist the City in developing the appropriate permit application submittal packages that will be required for project implementation. The applications will combine the resource analysis that was conducted for the project-level initial study (IS)/mitigated negative declaration (MND)/initial environmental checklist (IEC) with the design information developed for project construction (e.g., 60 percent and 90 percent design plan sets). Cardno will follow a process that has been successfully used for similar public service and environmental improvement program (EIP) projects in the Tahoe Basin and is based on early and continuous communication and coordination between the design team and the agencies. The permits and key supporting documents that are anticipated, and scoped/budgeted for the project include:

- TRPA EIP Project Permit
- TRPA Soils/Hydro Report and Findings
- State Water Resources Control Board Section 401 Water Quality Certification
- USACE Section 404 Authorization (pursued under the authority of a Nationwide Permit)
- Lahontan Regional Water Quality Control Board (RWQCB) Notice of Intent for Coverage under the Tahoe General Construction Permit (Board Order No. R6T-2016-0010)
- Storm Water Pollution Prevention Plan (SWPPP), in draft format complying with the Tahoe General Construction Permit
- Caltrans Hydrology Review/Coordination, and Encroachment Permit

During the development of the 60 percent design plans, the Cardno team will coordinate with the appropriate agencies to obtain written documentation confirming the required permits and submittal timelines that will be necessary to meet the project construction schedule. The Cardno team is familiar with these permit application submittal requirements and will coordinate early and often with the regulatory agencies to ensure the project construction schedule will be met.

Permit applications and the project-level SWPPP (draft format) will be prepared during the 90 percent design step. Permit application submittal packages will include the project's 90 percent design plan set. Agency requests and permit conditions will then be incorporated into the 100 percent design.

*Task 3 Deliverables:*

> Application submittal packages for the permits identified in this task
  - TRPA EIP Project Permit Application
  - State WRCB Section 401 Water Quality Certification
  - USACE Section 404 Authorization
  - Lahontan RWQCB NOI, and draft SWPPP document
  - Caltrans Encroachment Permit

> Project-level SWPPP (1 draft and 1 working final)

*Task 3 Assumptions:*

- Hydrology study, and hydraulics analysis,
- Land use study, and maps of public lands, and
- Other technical studies completed to support the project design

The preliminary design report will be developed during the 60% design phase and conclude at this step in the project delivery process. The design report will not be updated with each design iteration.

## Design Development

The Cardno team will utilize updated survey and basemap (Task 2) data along with information obtained as part of the update and refinement of the project hydrologic/hydraulic analysis (Task 7) to guide the design process. The 60 percent design plans will be developed on the basis of the preferred alternative reflected in the 30 percent preliminary design, and address requirements resulting from the environmental review, including construction and/or mitigation measures. It is noted herein that the Third Street "treated water" pipeline as shown in the 30 percent plans, is assumed to be removed from the design going forward (and is not part of this scope) as a project element due to cost/benefit concerns as previously discussed with City staff.

The plans will represent an industry standard 60 percent design level and incorporate the Project elements desired for construction. The plan set will be comprised of the following types of plan sheets:

- Title sheet, notes and legend
- Index sheets, survey control and alignments
- Temporary controls for traffic, staging, storage and access, and BMP plans
- Plan and profile civil sheets for stormwater system and bike trail/roadway surface improvements
- Greenbelt site amenity plan sheets
- Grading sheets and cross-sections for major earthwork components (detention basins, greenbelt)
- Landscape and irrigation plan sheets
- Lighting and electrical plans
- Typical details for project facilities (including city standard details where applicable)

In order to streamline the design process, and to provide a reduced design development cost in the most efficient manner possible, while also providing design plans and construction documents that can effectively be constructed, the following types of sheets will not be included in the plan set:

- Roadway surface cross sections, for areas where little or no surface improvements are proposed, and primarily just include underground infrastructure
- Isolated bike/multi-use trail cross sections (for efficiency, anticipated to develop combined cross sections for Greenbelt grading and bike trail surface improvements)

Key design features for the 60 percent design plans are expected to include: project elements for stormwater collection, conveyance and treatment, including detention/basins and channels; bike and multi-use trail facilities; pedestrian lighting/electrical improvements; recreational site amenities within the greenbelt; and landscaping/revegetation improvements. The plans will contain sufficient underground utility information (from utility grid maps and potholing efforts) to ensure major utility conflicts can be avoided or mitigated.

Design Workshop (DWI) will provide landscape, irrigation, and site amenity plans in support of the 60 percent design. Cardno and DWI have worked together on numerous recreation and EIP projects; Cardno is confident in our ability to weave civil and landscape design together to create a project that meets dispersed goals of recreation, hydrology, and permitting requirements. The recreation opportunities within the greenbelt will provide enhanced trail connectivity, trail loops, and clear wayfinding to promote bicycling and walking connections to commercial and residential areas. Seating overlooks and interpretive amenities are anticipated; they will create a learning landscape that serves users of all ages. Additional recreation opportunities exist within the Greenbelt/Central Area. Providing recreational improvements will expand public use of the community gathering area located at the Crossing retail center. Improvements are anticipated to provide children's play amenities that are naturalized and respond to the natural environment. The recreational improvements will be selected to promote independent exploration and a connection to the outdoors. DWI will review and provide input on grading plans to coordinate the grading and storm water strategies with the overall aesthetic and landscape approach.

Western Botanical Services (WBS) will provide revegetation design for stormwater quality basins, source controls, and restoration of areas disturbed by construction or in need of erosion control stabilization.

PK Electrical will provide electrical engineering and site lighting design. The pedestrian lighting in the 60% plans will include locations of proposed pedestrian lighting (based on light type and illumination requirements), along with general details of the pedestrian lighting style.

Prior to TAC review, the Cardno team will provide the 60 percent design plans to the City for review and comment. The Cardno team will meet with the City to review the plans and conduct a review meeting at the project site. This meeting will enable the Cardno team and City to walk the site and review the proposed improvements against the existing conditions. This will allow both parties to identify any potential project issues/complications so it can be addressed at the 90 percent design step.

At this stage of the design process, the Cardno team does not propose to develop project technical specifications or special provisions. These will be developed at the 90 percent design stage when the project design is refined, and all material aspects of the project are nearly complete. This will reduce drafting efforts for general assumptions on the specifications/special provisions and reduce City review time, allowing for a more efficient project delivery process at a reduced cost.

## Utility Mapping, Coordination and Potholing

Cardno will coordinate with utility companies to obtain any updated and available as-built and grid mapping utility data to supplement previous efforts from the preliminary design. Potholing plans will be developed for potential conflict locations based on the updated 60 percent design progress in order to verify utility locations, identify conflicts, and inform the design efforts. Pothole locations will be recorded and tied-in by field survey for accuracy; either at the time of potholing or marked in the field with paint or wooden stakes, depending on location and efficiency. Surveyed utilities will then be located in the plans and noted according to field notes for depth, material, and type.

A potholing plan and general potholing schedule (high priority, design priority and construction priority) will be developed and provided to the respective utility companies for review, coordination and discussion. The Cardno team will coordinate with the utilities (one utility coordination and review

meeting, which will be conducted at a "DIGGS" meeting the City typically attends) to review the proposed potholing to be performed. A total of eight (8) utility potholes has been assumed and included in the scope (for electric, telephone, cable and/or natural gas). In addition to the eight utility potholes, it is assumed that any sewer and water utility pothole efforts can be coordinated and performed by South Tahoe Public Utility District (STPUD) crews, in a collaborative effort with City as cost savings measure for the Project.

### Cost Estimate

To augment the plans, Cardno will produce a construction cost estimate to detail the anticipated project costs. The estimate will expand on the preliminary cost estimate for the project with refinements and updates based on the 60% design. Cardno will coordinate with the City and establish unit prices to reflect recent construction costs for similar work in the region. Recent bid results from other City projects will provide useful data points.

*Task 4 Deliverables:*

- 60% design plans (1 City draft and 1 TAC draft)
- 60% estimate of probable costs
- Potholing Plan
- Potholing of Utilities (8 potholes)

*Task 4 Assumptions:*

- No work will commence until all comments have been received on the previous 30% design
- City and TAC draft reviews and comments is scoped for 1 round/iteration
- The City will provide all meeting venues
- Sewer and water utility potholes performed by STPUD

## Task 5 90% Design Documents

The Cardno team will prepare a 90 percent design package for the project. The 90 percent design will be developed based on comments received from the City and TAC at 60 percent design and include the same plan sheet types as documented in the 60% design (Task 4). The updated plans are to represent a standard 90 percent detailed design and clearly define the project for permitting purposes.

In addition to the plans, draft technical specifications for the project will also be developed for major materials/items associated with the project. At this design step, technical specifications will focus on major materials, facilities and construction methods; however, no technical specifications will be developed for minor/standard work items associated with the project at the 90 percent juncture. Specifications for minor/standard/general construction elements and temporary controls (e.g. water pollution control, construction survey, schedules, traffic control, etc.) will be delayed until the 100 percent design step. Preparing the specifications when all aspects of the project are complete will reduce drafting efforts/time/costs for general assumptions on the specifications/special provisions and reduce City review time. This approach will be more efficient with the project delivery process and reduce cost. The project technical specifications will be developed in a format suitable for incorporation into a special provisions document (City template) referencing the Caltrans Standard Specifications.

Prior to TAC review, the Cardno team will provide the 90 percent design plans to the City for review and comment. The Cardno team will meet with the City to review the plans and conduct a final review meeting at the project site. This meeting will enable the Cardno team and City one last opportunity to ground-truth the design plans, consider any value engineering opportunities, and walk the site to confirm the proposed improvements are appropriate to meet the project goals.

A draft SWPPP document developed under the permitting task and commencing at the 90 percent design, will be submitted to the permitting agencies at this stage along with project permit applications.

*Task 5 Deliverables:*

> 90 percent design plans (1 City draft and 1 TAC draft)
> 90 percent technical specifications/special provisions for major construction elements (1 draft)
> 90 percent cost estimate

*Task 5 Assumptions:*

> No work will commence until all comments have been received on the previous 60% design
> City and TAC draft reviews and comments are scoped for 1 round/iteration
> Minor/general/standard construction elements will not have technical specifications developed at the 90%; they will be developed at the 100% design step
> The special provisions (technical specifications) will be developed following City boilerplate templates
> The city is responsible for all contractual/front end special provision/technical specification sections

## Task 6 100% Design Documents

The Cardno team will prepare a 100% design package for the project. Cardno will finalize the 100% design based on comments received from the City and TAC on the 90% design along with permit comments and conditions received from regulatory agencies reviewing the permit applications. The 100% design will be a construction-ready set of documents, including complete plans, technical specifications/special provisions, bid list, and cost estimate.

*Task 6 Deliverables:*

> 100 percent design plans (1 City draft and 1 Final)
> 100 percent technical specifications/special provisions (1 draft)
> 100 percent cost estimate

*Task 6 Assumptions:*

> No work will commence until all comments have been received on the previous 90% design, and all permit conditions have been received
> City draft review and comment is scoped for 1 round/iteration
> No Caltrans Documentation, LAPM forms, NEPA, etc. has been scoped/budgeted, as there is no current federal funding for the project
> The city is responsible for all contractual/front end special provision/technical specification sections

## Task 7 Hydrologic and Hydraulic Analysis

Previous efforts associated with the project planning and preliminary design included development of an XPSWMM model of the project area—both the existing and proposed conditions. Cardno will use this model moving forward in the final design of the Project to assess both the hydrologic and hydraulic aspects of the proposed improvements. Existing storm drainage features in the model will be updated, refined and verified during the field surveying efforts associated with Task 2 to assure relevant existing storm drainage infrastructure in the project area is surveyed and accurately incorporated into the modelling efforts.

Cardno will update the existing XPSWMM model at each subsequent phase of design (60%, 90% and 100% design steps) to reflect the design depicted on the project plans. Cardno will then run the model and analyze specific storm events as determined in coordination with the City, at minimum:

- The 25-year, 1-hour (to reflect the TRPA design storm)
- The 10-year, 24-hour (as required by El Dorado County Drainage Manual)
- One other storm event (potentially a 5-year, or 100-year peak flow if required by permitting agencies) as determined by the City at project initiation

The XPSWMM model output will provide information on both the hydrologic and hydraulic conditions of each model event based on design parameters input (reflective of the project plans at each design step).

The Cardno team sees the modeling efforts as an iterative process during the design. When the stormwater infrastructure is designed in draft form (plan and profiles are completed), the data will be input/updated in the XPSWMM model. The model will then be run at the various design storms and reviewed. The review will include both surface hydrology/runoff and pipe network conditions. The XPSWMM model output and visual interaction aspects provide for real time information (i.e., if a pipe is surcharging and cannot handle the flows of a design storm, the pipe overflows and provides a visualization of this condition). The designers can then make adjustments in the model (increased pipe sizes, modifying slopes, etc.) to determine the most effective way to resolve the issue. Once resolved, the update will be incorporated into the design plans. This process will provide the City with design plans that adequately address the hydrologic and hydraulic aspects of the project area.

Once the final design has been completed (100% design), accepted by the Project TAC, and the XPSWMM model shows the hydrology and hydraulics operate acceptably in the proposed condition, the design information will be incorporated into a pollutant load reduction model (PLRM) for determination/estimation of annual fine sediment, phosphorous, and nitrogen removal rates.

*Task 7 Deliverables:*

> XPSWMM model – 60/90/100 design step updates
> Final Hydro/Hydraulic Memo – summary of model parameters and outputs, based on final design
> PLRM model – based on final project design, for incorporation into city model templates for regulatory pollutant load reduction credits

*Task 7 Assumptions:*

> LiDAR data and existing storm drainage system survey data will be used in the development of the sub-watershed boundaries
> The City will provide baseline and any planning level PLRM model data available for the project area

> The PLRM model will not be used or considered a design model and only developed after the final design has been completed and accepted by the City.

## Task 8 Easement and Real Property Services (as directed)

Cardno and Interwest Consulting Group will provide preliminary acquisition support services, as directed by the City Project Manager, including the following real property services as necessary:

- Coordinate and attend a targeted meeting with the City to discuss easement and real property service needs for the project.
- Perform field/site inspections on the project area with property owners.
- Review proposed right of way design, applicable environmental document and general project impacts.
- Assist in identifying the project right of way needs.
- Draft property owner interest letter(s).
- Contact and coordinate meetings with the impacted property owners and inform them of project in general.
- Document property owner interest in project and feedback – i.e. Owner Survey.
- Provide value engineering as review of right of way design mapping.
- Provide progress reports regarding the status of property owner and/or tenant contacts.
- Prepare a high-level right of way acquisition cost estimate for each subject property being evaluated.
    - Determine each subject parcel's state of development and probable improvements at the time of acquisition.
    - Determine the market data sets required to estimate value.
    - Conduct Market Data Research utilizing data sources from internal resources, assessor's information, multiple listing service, observed listings and information from brokers.

The City may authorize Easement and Real Property Services beyond the pre-acquisition work, through an amendment to the PSA.

## Task 9 Bid Assistance

Optional task identified in the RFP, not included in the scope of work at this time. The City may authorize Bid Assistance through an amendment to the PSA.

## Task 10 Construction Engineering

Optional task identified in the RFP, not included in the scope of work at this time. The City may authorize Construction Engineering services through amendment to the PSA.

# EXHIBIT B

## AMENDED FEE SCHEDULE

**EXHIBIT B - 60% Design Fee Schedule - Authorized by City Council on January 14, 2020**

Cardno

**Tahoe Valley Greenbelt and Stormwater Improvement Project (Final Engineering Design)**

Staff - Rates

| Project Task Budget | Dykes, Jason Sr. Consultant I | Hodge, Brian Sr. Consultant I | Martin, Andrew Sr. Proj. Consultant I | Greene, Nyoma Sr. Proj. Consultant I | Hally, Scott Proj. Consultant I | Andersen, Michelle Sr. Staff Consultant II | Young, Brandon Sr. Staff Consultant I | Thomas, William SUPERVISOR Consultant I | Farmer, Christopher Asst. Staff Consultant | Young, Philip A. Proj. Manager I | Spearing, Earl A. Sr. Proj. Coordinator | TBA Technical Editor | HMP (sub) Proj. Manager | HMP (sub) Engineer I (Surveyor) | HMP (sub) 4 Person Survey Crew | MBS (sub) Eng. Sr. | Zoll (sub) Designer | Zoll (sub) Proj. Pm | Zoll (sub) Proj. Designer | P.E. Elec (sub) Principal | P.E. Elec (sub) Proj Engineer | P.E. Elec (sub) Technician | Labor (sub-total) | Subcontractor (sub-total) Survey 4 Person Crew | Subcontractor (sub-total) Wetland Delineation Services | Subcontractor (sub-total) Design Services, Inc. | Subcontractor (sub-total) Hydrologic Services | Subcontractor (sub-total) Planned Conversion Service | Other, Photography Copies, Advertisement | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **1. Project Management, Meetings, and Public Outreach** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1a Project Management and Coordination (12 Months) | 36 | 12 | | | | | | | | | 36 | | | | | | 6 | 32 | | | 20 | | $ 13,620 | $ - | $ - | $ 5,640 | $ 3,700 | | | $ [illegible] |
| 1b Public Outreach/Property Owner Meeting (1) | 8 | | | | | | 8 | | | 2 | | | | | | | 6 | 12 | 12 | | | | $ 2,730 | $ - | $ - | $ 4,770 | $ - | | | $ [illegible] |
| 1c Funding Regulatory Agency/TAC Meetings (2) | 12 | | | | | | 16 | | | 4 | | | | | | | | | | | | | $ 4,640 | $ - | $ - | $ - | $ - | | | $ [illegible] |
| 1d City Planning Commission / City Council Meeting (1) | 8 | | | | | | | | | 2 | | | | | | | | | | | | | $ 1,810 | $ - | $ - | $ - | $ - | | | $ [illegible] |
| **SubTotal - Phase 1** | **64** | **12** | **0** | **0** | **0** | **0** | **24** | **0** | **0** | **8** | **36** | **0** | **0** | **0** | **0** | **0** | **14** | **34** | **12** | **0** | **20** | **0** | **$ 22,800** | **$ -** | **$ -** | **$ 10,420** | **$ 3,700** | **$ -** | **$ -** | **$ 36,920** |
| **2. Supplemental Site Surveying and Expanded Wetlands** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2a Survey Control | 2 | | | | | | | | | | | | 2 | | 4 | | | | | | | | $ 410 | $ 1,510 | $ - | $ - | $ - | | | $ [illegible] |
| 2b Topographic and Planimetrics Survey | 2 | | | | | | | | | | | | 4 | | 27 | | | | | | | | $ 410 | $ 6,245 | $ - | $ - | $ - | | | $ [illegible] |
| 2c Topographic Base Map | 2 | | | | 4 | | 6 | | | | | | 2 | 24 | | | | | | | | | $ 1,890 | $ 3,290 | $ - | $ - | $ - | | | $ [illegible] |
| 2d Property Boundary Mapping | 2 | | | | 2 | | 2 | | | | | | 20 | 40 | | | | | | | | | $ 920 | $ 8,900 | $ - | $ - | $ - | | | $ [illegible] |
| **SubTotal - Phase 2** | **8** | **0** | **0** | **0** | **6** | **0** | **10** | **0** | **0** | **0** | **0** | **0** | **28** | **64** | **31** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ 3,630** | **$ 21,945** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 25,575** |
| **4. 60% Design Documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4a 60% Plans | 60 | 120 | | | 200 | | 280 | 200 | 200 | 2 | | | | | | 40 | 20 | 48 | 90 | 4 | 36 | 12 | $ 134,270 | $ - | $ 5,400 | $ 22,800 | $ 9,800 | | | $ [illegible] |
| 4b Preliminary Design Report | 4 | 2 | 8 | 4 | 6 | | 40 | | | 2 | | 4 | | | | | | | | | | | $ 9,740 | $ - | $ - | $ - | $ - | | | $ [illegible] |
| 4c 60% Cost Estimate | 2 | 2 | | | 8 | | 16 | | | | | | | | | | 2 | 6 | 4 | | 4 | | $ 3,760 | $ - | $ - | $ 1,980 | $ 740 | | | $ [illegible] |
| 4d Utility Coordination & Base Map Updates | 2 | | | | 8 | | 24 | | | | | | | | | | | | | | | | $ 4,290 | $ - | $ - | $ - | $ - | | | $ [illegible] |
| 4e Utility Potholing Services & Point Survey (8 potholes) | 2 | | | | 8 | | 16 | | | | | | | | | | | | | | | | $ 3,370 | $ - | $ - | $ - | $ - | | $ 24,000 | $ [illegible] |
| **SubTotal - Phase 4** | **70** | **124** | **8** | **4** | **232** | **0** | **376** | **200** | **200** | **4** | **0** | **4** | **0** | **0** | **0** | **40** | **22** | **54** | **94** | **4** | **40** | **12** | **$ 155,450** | **$ -** | **$ 5,400** | **$ 24,740** | **$ 9,800** | **$ -** | **$ 24,000** | **$ 219,390** |
| **7. Hydrologic/Hydraulic Analysis** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7a 60% Design Updates | 2 | | 32 | | | | 60 | | | | | | | | | | | | | | | | $ 15,050 | $ - | $ - | $ - | $ - | | | $ [illegible] |
| **SubTotal - Phase 7** | **2** | **0** | **32** | **0** | **0** | **0** | **60** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ 15,050** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 15,050** |
| **8. Easement and Real Property Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8a As Directed Preliminary Acquisition Support Services | 16 | | | | | | 40 | | | | | | | | | | | | | | | | $ 7,880 | $ - | $ - | $ - | $ - | $ 25,000 | | $ [illegible] |
| **SubTotal - Phase 8** | **16** | **0** | **0** | **0** | **0** | **0** | **40** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ 7,880** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 25,000** | **$ -** | **$ 32,880** |
| **Total Hours** | **160** | **136** | **40** | **4** | **238** | **0** | **530** | **200** | **200** | **12** | **36** | **4** | **28** | **64** | **31** | **40** | **36** | **88** | **106** | **4** | **60** | **12** | **1560** | **123** | **40** | **230** | **78** | | | |
| **TOTAL PROJECT COST** | | | | | | | | | | | | | | | | | | | | | | | $ 204,610 | $ 21,945 | $ 5,400 | $ 35,160 | $ 13,500 | $ 25,000 | $ 24,000 | **$ 329,615** |

ORIGINAL AUTHORIZED AGEEMENT COMPENSATION TABLE

C-079-2020

**EXHIBIT B - Amendment No. 1 - Authorization of Remaining Master Agreement Work Tasks - April 14, 2020**

Cardno

Tahoe Valley Greenbelt and Stormwater Improvement Project (Final Engineering Design)

Staff / Rates

| | Dakin, Jason Sr Consultant I | Miller, Brian Sr Consultant I | Adams, Andrea Sr Proj Consultant I | Gomez, Melanie Sr Proj Consultant II | Fields, Inez Proj Consultant I | Kaufman, Michelle Sr Staff Consultant II | Hong, Jennifer Proj Staff Consultant II | Thomas, William Cad/GIS Consultant I | Terrill, Christopher Asst Staff Consultant | Hartley, Holly A. Tech Assistant | Bergeron, Lori A. Sr Proj Coordinator | Fox, Rebecca Editor | Staff (sub) Survey Manager | Staff (sub) Engineer / Surveyor | Staff (sub) Survey Crew | Hills (sub) Proj. Sub | Dill (sub) Principal | Dill (sub) Asst. PM | Dill (sub) Proj Designer | PE Elec (sub) Principal | PE Elec (sub) Sr Proj Engineer | PE Elec (sub) Production | Cardno Labor (sub total) | Subconsultant (sub total) Mangar & Peter, Inc | Subconsultant (sub total) Vaughn Structural Services | Subconsultant (sub total) Design Partners, Inc | Subconsultant (sub total) Air Excavator | Subconsultant (sub total) Hannah Engineering, Inc | Less Pursuant to Cardno / Sub Agreement | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Project Fact Budget** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **1. Project Management, Meetings, and Public Outreach** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Previously Authorized on January 14, 2020 | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| SubTotal - Phase 1 | | | 0 | 0 | 0 | 0 | | 0 | 0 | | | 0 | 0 | 0 | 0 | 0 | | | | 0 | | 0 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **2. Supplemental Site Surveying and Basemap Updates** | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| Previously Authorized on January 14, 2020 | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| SubTotal - Phase 2 | 6 | 0 | 0 | 0 | 6 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **3. Permitting and SWPPP Document** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3a TRPA EIP Project Permit Application | 2 | | | 4 | | 6 | | | | | | | | | | | | | | | | | $ 2,090 | $ | $ | $ | $ | | | $ 2,090 |
| 3b TRPA Sediment Report | 2 | | | 2 | | 4 | | 2 | | | | | | | | | | | | | | | $ 1,440 | $ | $ | $ | $ | | | $ 1,440 |
| 3c State WRCB Section 401 Water Quality Certification | 2 | | 4 | 24 | 4 | 12 | | 2 | | | | 2 | | | | | | | | | | | $ 10,295 | $ | $ | $ | $ | | | $ 10,295 |
| 3d USACE Section 404 authorization | 2 | | | 16 | | 24 | | 2 | | | | 2 | | | | | | | | | | | $ 6,695 | $ | $ | $ | $ | | | $ 6,695 |
| 3e Caltrans Hydrology Coordination and Encroachment Permit | 8 | 8 | 24 | 4 | 24 | | | 2 | | | 2 | | | | | | | | | | | | $ 11,760 | $ | $ | $ | $ | | | $ 11,760 |
| 3f Lahontan RWQCB NOI and Draft SWPPP Document | 4 | 4 | | 8 | | 40 | | 8 | | | 2 | 8 | | | | | | | | | | | $ 10,090 | $ | $ | $ | $ | | | $ 10,090 |
| SubTotal - Phase 3 | 20 | 12 | 28 | 58 | 28 | 106 | 0 | 16 | 0 | 6 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 42,370 | $ - | $ - | $ - | $ - | $ - | $ - | $ 42,370 |
| **4. 60% Design Documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Previously Authorized on January 14, 2020 | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| | | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | | | $ |
| | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | $ | $ |
| SubTotal - Phase 4 | | | | | | 0 | | | | | 0 | | 0 | 0 | 0 | | | | | | | | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **5. 90% Design (PS&E) Documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5a 90% Plans | 40 | 80 | | | 120 | | 200 | 100 | 100 | 2 | | | | | | 16 | 12 | 40 | 80 | 6 | 16 | 16 | $ 86,770 | $ | $ 2,700 | $ 16,370 | $ 10,010 | | | $ 115,777 |
| 5b 90% Specifications | 24 | 16 | | | 40 | | 80 | | | 2 | | 8 | | | | 16 | 2 | 14 | 6 | | 8 | | $ 22,690 | $ | $ 2,160 | $ 3,560 | $ 1,480 | | | $ 29,890 |
| 5c 90% Cost Estimate | 2 | 2 | | | 4 | | 8 | | | | | | | | | | | 4 | 6 | | 4 | | $ 2,300 | $ | $ | $ 1,585 | $ 740 | | | $ 4,625 |
| SubTotal - Phase 5 | 66 | 98 | 0 | 0 | 164 | 0 | 288 | 120 | 120 | 4 | 0 | 8 | 0 | 0 | 0 | 32 | 13 | 58 | 104 | 6 | 48 | 16 | $ 111,760 | $ - | $ 4,330 | $ 24,515 | $ 12,230 | $ - | $ - | $ 152,825 |
| **6. 100% Design (PS&E) Documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6a 100% Plans | 30 | 40 | | | 80 | | 120 | 80 | 80 | 2 | | | | | | 8 | 8 | 26 | 48 | 4 | 16 | 4 | $ 52,270 | $ | $ 1,080 | $ 11,410 | $ 4,860 | | | $ 69,620 |
| 6b 100% Specifications | 16 | 8 | | | 16 | | 40 | | | 2 | | 5 | | | | 8 | 2 | 8 | 2 | | 6 | | $ 13,090 | $ | $ 1,080 | $ 2,070 | $ 1,480 | | | $ 17,720 |
| 6c 100% Cost Estimate | 2 | 2 | | | 4 | | 8 | | | | | | | | | | 2 | 4 | 2 | | 2 | | $ 2,300 | $ | $ | $ 1,370 | $ 370 | | | $ 4,040 |
| SubTotal - Phase 6 | 38 | 50 | 0 | 0 | 100 | 0 | 168 | 80 | 80 | 4 | 0 | 8 | 0 | 0 | 0 | 16 | 12 | 38 | 50 | 4 | 26 | 8 | $ 67,660 | $ - | $ 2,160 | $ 14,850 | $ 6,710 | $ - | $ - | $ 91,380 |
| **7. Hydrologic/Hydraulic Analysis** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7a Previously Authorized on January 14, 2020 | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| 7b 90% Design Updates | 2 | | 24 | | | | 60 | | | | | | | | | | | | | | | | $ 11,390 | $ | $ | $ | $ | | | $ 11,390 |
| 7c 100% Design Updates | 2 | | 16 | | | | 24 | | | | | | | | | | | | | | | | $ 5,690 | $ | $ | $ | $ | | | $ 5,690 |
| 7d Final Hydro/Hydraulic Memo | 2 | | 8 | | | | 28 | | | 2 | | 4 | | | | | | | | | | | $ 4,820 | $ | $ | $ | $ | | | $ 4,820 |
| 7e FIRM Mapping | 2 | | 16 | | | | 60 | | | 2 | | | | | | | | | | | | | $ 10,200 | $ | $ | $ | $ | | | $ 10,200 |
| SubTotal - Phase 7 | 10 | 0 | 96 | 0 | 0 | 0 | 244 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 32,300 | $ - | $ - | $ - | $ - | $ - | $ - | $ 32,300 |
| **8. Easement and Real Property Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8a Previously Authorized on January 14, 2020 | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| SubTotal - Phase 8 | | 0 | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **9. Bid Assistance** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| N/A, optional service | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| SubTotal - Phase 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **10. Construction Engineering** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| N/A, optional service | | | | | | | | | | | | | | | | | | | | | | | $ | $ | $ | $ | $ | | | $ |
| SubTotal - Phase 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Total Hours | 132 | 152 | 92 | 58 | 292 | 108 | 820 | 216 | 200 | 18 | 0 | 32 | 0 | 0 | 0 | 48 | 25 | 96 | 154 | 10 | 74 | 24 | 1920 | | 48 | 275 | 108 | | | |
| TOTAL PROJECT COST | | | | | | | | | | | | | | | | | | | | | | | $ 254,090 | $ - | $ 5,400 | $ 39,365 | $ 19,940 | $ - | $ - | $ 318,875 |

AMENDMENT No 1 COMPENSATION TABLE

C-079-2020

**EXHIBIT B - Master Agreement - Overall Fee Schedule of Authorized Work Following Amendment No. 1**

**Tahoe Valley Greenbelt and Stormwater Improvement Project (Final Engineering Design)**

Staff Rates

| Task | Sr. Consultant I | Sr. Eng. Tech. I | Senior Advisor Sr. Proj. Consultant I | Senior Advisor Sr. Proj. Consultant I | Senior Advisor Sr. Proj. Consultant I | Associate, Website Sr. Staff Consultant II | Senior, Biologist Sr. Staff Consultant I | Principal, Wildlife CEQA/NEPA Consultant I | Planner, Christopher Asst. Staff Consultant | Planning Mgr A Proj. Manager | Scientist, Lori A. Sr. Proj. Coordinator | City Cultural Editor | MSP (sub) Senior Engineer | MSP (sub) Engineer / Surveyor | MSP (sub) Senior Survey Crew | MSP (sub) Sr. Eng. | MSP (sub) Engineer | MSP (sub) Asst. Eng. | MSP (sub) Proj Designer | PE Elec (sub) Principal | PE Elec (sub) Sr. Proj Engineer | PE Elec (sub) Production | Carollo - Labor (sub-total) | Subconsultant: (sub-total) Mercer & Pitzer, Inc | Subconsultant: (sub-total) Nossaman: Biological Services | Subconsultant: (sub-total) Swagg Planning, Inc. | Subconsultant: (sub-total) Pit Electrical | Subconsultant: (sub-total) Maxwell Land Surveying | Jobs Portfolio Carollo - Non-Labor | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Project Task Budget** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **1. Project Management, Meetings, and Public Outreach** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1a Project Management and Coordination (12 Months) | 36 | 12 | | | | | | | | | 36 | | | | | | 8 | 22 | | | 20 | | $ 13,620 | $ - | $ - | $ 5,650 | $ 3,700 | | | $ 22,470 |
| 1b Public Outreach/Property Owner Meeting (1) | 8 | | | | | | 8 | | | 2 | | | | | | | 4 | 12 | 12 | | | | $ 3,730 | $ - | $ - | $ 4,770 | $ - | | | $ 8,500 |
| 1c Funding, Regulatory Agency/TAC Meetings (2) | 12 | | | | | | 16 | | | 4 | | | | | | | | | | | | | $ 4,640 | $ - | $ - | $ - | $ - | | | $ 4,640 |
| 1d City Planning Commission / City Council Meeting (1) | 8 | | | | | | | | | 2 | | | | | | | | | | | | | $ 1,810 | $ - | $ - | $ - | $ - | | | $ 1,810 |
| **SubTotal - Phase 1** | 64 | 12 | 0 | 0 | 0 | 0 | 24 | 0 | 0 | 8 | 36 | 0 | 0 | 0 | 0 | 0 | 14 | 34 | 12 | 0 | 20 | 0 | $ 22,800 | $ - | $ - | $ 10,420 | $ 3,700 | $ - | $ - | $ 36,920 |
| **2. Supplemental Site Surveying and Ecology Updates** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2a Survey Control | 2 | | | | | | | | | | | | 2 | | 4 | | | | | | | | $ 410 | $ 1,510 | $ - | $ - | $ - | | | $ 1,920 |
| 2b Topographic and Planimetrics Survey | 2 | | | | | | | | | | | | 4 | | 17 | | | | | | | | $ 410 | $ 8,245 | $ - | $ - | $ - | | | $ 8,655 |
| 2c Topographic Base Map | 2 | | | | 4 | | 8 | | | | | | 2 | 24 | | | | | | | | | $ 1,890 | $ 3,290 | $ - | $ - | $ - | | | $ 5,180 |
| 2d Property Boundary Mapping | 2 | | | | 2 | | 2 | | | | | | 20 | 40 | | | | | | | | | $ 920 | $ 8,900 | $ - | $ - | $ - | | | $ 9,820 |
| **SubTotal - Phase 2** | 8 | 0 | 0 | 0 | 6 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 28 | 64 | 31 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 3,630 | $ 21,945 | $ - | $ - | $ - | $ - | $ - | $ 25,575 |
| **3. Permitting and SWPPP Document** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3a TRPA EIP Project Permit Application | 2 | | | 4 | | 8 | | | | | | | | | | | | | | | | | $ 2,090 | $ - | $ - | $ - | $ - | | | $ 2,090 |
| 3b TRPA Rows/Hydro Report | 2 | | | 2 | | 4 | | 2 | | | | | | | | | | | | | | | $ 1,440 | $ - | $ - | $ - | $ - | | | $ 1,440 |
| 3c State WRCB Section 401 Water Quality Certification | 2 | | 4 | 24 | 4 | 32 | | 2 | | 1 | | 2 | | | | | | | | | | | $ 10,295 | $ - | $ - | $ - | $ - | | | $ 10,295 |
| 3d USACE Section 404 Authorization | 2 | | | 16 | | 24 | | 2 | | | | 1 | | | | | | | | | | | $ 6,695 | $ - | $ - | $ - | $ - | | | $ 6,695 |
| 3e Certain Hydrology Documentation and Encroachment Permit | 8 | 8 | 24 | 4 | 24 | | | 2 | | 2 | | | | | | | | | | | | | $ 11,160 | $ - | $ - | $ - | $ - | | | $ 11,160 |
| 3f Unknown RWQCB NOI and Draft SWPPP Document | 4 | 4 | | 8 | | 40 | | 8 | | 2 | | 8 | | | | | | | | | | | $ 10,090 | $ - | $ - | $ - | $ - | | | $ 10,090 |
| **SubTotal - Phase 3** | 20 | 12 | 28 | 58 | 28 | 108 | 0 | 16 | 0 | 6 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 42,370 | $ - | $ - | $ - | $ - | $ - | $ - | $ 42,370 |
| **4. 60% Design Documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4a 60% Plans | 56 | 120 | | | 200 | | 280 | 200 | 200 | 2 | | | | | | 40 | 20 | 48 | 80 | 4 | 36 | 12 | $ 134,270 | $ - | $ 5,400 | $ 22,600 | $ 9,060 | | | $ 171,330 |
| 4b Preliminary Design Report | 4 | 2 | 8 | 4 | 8 | | 40 | | | 2 | | 4 | | | | | | | | | | | $ 9,740 | $ - | $ - | $ - | $ - | | | $ 9,740 |
| 4c 60% Cost Estimate | 2 | 2 | | | 8 | | 16 | | | | | | | | | | 2 | 8 | 4 | | 4 | | $ 3,780 | $ - | $ - | $ 1,940 | $ 740 | | | $ 6,460 |
| 4d Utility Coordination & Base Map Updates | 2 | | | | 8 | | 24 | | | | | | | | | | | | | | | | $ 4,790 | $ - | $ - | $ - | $ - | | | $ 4,790 |
| 4e Joint Trenching Services & Point Survey (8 potholes) | 2 | | | | 8 | | 16 | | | | | | | | | | | | | | | | $ 3,970 | $ - | $ - | $ - | $ - | | $ 24,000 | $ 27,970 |
| **SubTotal - Phase 4** | 70 | 124 | 8 | 4 | 232 | 0 | 376 | 200 | 200 | 4 | 0 | 4 | 0 | 0 | 0 | 40 | 22 | 56 | 84 | 4 | 40 | 12 | $ 156,480 | $ - | $ 5,400 | $ 24,740 | $ 9,800 | $ - | $ 24,000 | $ 219,390 |
| **5. 90% Design (PS&E) Documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5a 90% Plans | 40 | 80 | | | 120 | | 200 | 120 | 120 | 2 | | | | | | 16 | 16 | 40 | 82 | 6 | 36 | 16 | $ 86,770 | $ - | $ 2,160 | $ 19,370 | $ 10,010 | | | $ 118,310 |
| 5b 90% Specifications | 24 | 8 | | | 40 | | 80 | | | 2 | | 8 | | | | 16 | 2 | 14 | 6 | | 8 | | $ 22,690 | $ - | $ 2,160 | $ 3,560 | $ 1,480 | | | $ 29,890 |
| 5c 90% Cost Estimate | 2 | 2 | | | 4 | | 8 | | | | | | | | | | 1 | 4 | 6 | | 4 | | $ 2,300 | $ - | $ - | $ 1,585 | $ 740 | | | $ 4,625 |
| **SubTotal - Phase 5** | 66 | 90 | 0 | 0 | 164 | 0 | 288 | 120 | 120 | 4 | 0 | 8 | 0 | 0 | 0 | 32 | 13 | 58 | 104 | 6 | 48 | 16 | $ 111,760 | $ - | $ 4,320 | $ 24,515 | $ 12,230 | $ - | $ - | $ 152,825 |
| **6. 100% Design (PS&E) Documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6a 100% Plans | 20 | 40 | | | 60 | | 120 | 60 | 60 | 2 | | | | | | 8 | 8 | 26 | 46 | 4 | 16 | 8 | $ 52,270 | $ - | $ 1,080 | $ 11,410 | $ 4,860 | | | $ 69,620 |
| 6b 100% Specifications | 16 | 8 | | | 16 | | 40 | | | 2 | | 8 | | | | 8 | 2 | 8 | 2 | | 8 | | $ 13,090 | $ - | $ 1,080 | $ 2,070 | $ 1,480 | | | $ 17,720 |
| 6c 100% Cost Estimate | 2 | 2 | | | 4 | | 8 | | | | | | | | | | 2 | 4 | 2 | | 2 | | $ 2,300 | $ - | $ - | $ 1,370 | $ 370 | | | $ 4,040 |
| **SubTotal - Phase 6** | 38 | 50 | 0 | 0 | 100 | 0 | 168 | 60 | 60 | 4 | 0 | 8 | 0 | 0 | 0 | 16 | 12 | 38 | 50 | 4 | 26 | 8 | $ 67,660 | $ - | $ 2,160 | $ 14,850 | $ 6,710 | $ - | $ - | $ 91,380 |
| **7. Hydrologic/Hydraulic Analysis** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7a 60% Design Updates | 2 | | 32 | | | | 60 | | | | | | | | | | | | | | | | $ 15,050 | $ - | $ - | $ - | $ - | | | $ 15,050 |
| 7b 90% Design Updates | 2 | | 24 | | | | 60 | | | | | | | | | | | | | | | | $ 11,390 | $ - | $ - | $ - | $ - | | | $ 11,390 |
| 7c 100% Design Updates | 2 | | 16 | | | | 24 | | | | | | | | | | | | | | | | $ 5,890 | $ - | $ - | $ - | $ - | | | $ 5,890 |
| 7d Final Hydro/Hydraulic Memo | 2 | | 8 | | | | 20 | | | 2 | | 4 | | | | | | | | | | | $ 4,620 | $ - | $ - | $ - | $ - | | | $ 4,620 |
| 7e PURM Mode | 2 | | 16 | | | | 60 | | | 2 | | | | | | | | | | | | | $ 10,200 | $ - | $ - | $ - | $ - | | | $ 10,200 |
| **SubTotal - Phase 7** | 10 | 0 | 96 | 0 | 0 | 0 | 244 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 47,350 | $ - | $ - | $ - | $ - | $ - | $ - | $ 47,350 |
| **8. Easement and Real Property Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8a City Directed Preliminary Acquisition Support Services | 16 | | | | | | 40 | | | | | | | | | | | | | | | | $ 7,880 | $ - | $ - | $ - | $ - | $ 25,000 | | $ 32,880 |
| **SubTotal - Phase 8** | 16 | 0 | 0 | 0 | 0 | 0 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 7,880 | $ - | $ - | $ - | $ - | $ 25,000 | $ - | $ 32,880 |
| **9. Bid Assistance** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| N/A, optional service | | | | | | | | | | | | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | | | $ - |
| **SubTotal - Phase 9** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **10. Construction Engineering** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| N/A, optional service | | | | | | | | | | | | | | | | | | | | | | | $ - | $ - | $ - | $ - | $ - | | | $ - |
| **SubTotal - Phase 9** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Total Hours** | 292 | 288 | 132 | 67 | 530 | 108 | 1,150 | 416 | 400 | 30 | 36 | 36 | 28 | 64 | 31 | 88 | 81 | 184 | 260 | 14 | 134 | 36 | 3480 | 123 | 88 | 505 | 184 | | | |
| **TOTAL PROJECT COST** | | | | | | | | | | | | | | | | | | | | | | | $ 458,900 | $ 21,945 | $ 11,880 | $ 74,525 | $ 32,440 | $ 25,000 | $ 24,000 | $ 648,690 |

ADJUSTED AUTHORIZED COMPENSATION TABLE

C-079-2020

# CITY OF SOUTH LAKE TAHOE
# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 14th day of **January 2020** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Cardno** ("Consultant").

## RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

## AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services," Work Tasks 1, 2, 4, 7a, and 8a** of the attached budget, hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until **December 31, 2020**.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel exceed **$329,815** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

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

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

8. Consultant's Books and Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.
City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

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

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

15. Insurance Requirements.

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

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

agents, employees and volunteers for losses arising from work performed by Consultant for City.

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

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

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

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

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

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

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

If to City: City of South Lake Tahoe
1901 Airport Rd.
South Lake Tahoe, CA 96150

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

If to Consultant: Stephen Peck
P.O. Box 1533
Zephyr Cove, NV 89448

Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Debarment and Suspension Certification
A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner,

director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

B. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

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

CITY OF SOUTH LAKE TAHOE:

By signed in counterpart
Jason Collin, Mayor

CONSULTANT:

By
Stephen Peck, Principal

Business License #: 0080171

APPROVED AS TO FORM:

By signed in counterpart
Heather Stroud, City Attorney

ATTEST:

By signed in counterpart
Susan Blankenship, City Clerk

Attachments:

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

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

director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

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CITY OF SOUTH LAKE TAHOE:

DocuSigned by:
By Jason Collin
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Jason Collin, Mayor

CONSULTANT:

By Signed in counterpart
Stephen Peck, Principal

Business License #: 0080171

APPROVED AS TO FORM:

DocuSigned by:
By Heather Stroud
E4DED998A572479...
Heather Stroud, City Attorney

ATTEST:

DocuSigned by:
By
Susan Blankenship, City Clerk

Attachments:

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

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

# EXHIBIT A

## SCOPE OF SERVICES

The **City of South Lake Tahoe** ("City") agrees to retain the design engineering consulting firm, **Cardno** ("Consultant") to perform the scope of engineering services as outlined below for the **Tahoe Valley Greenbelt and Stormwater Improvement Project** ("Project"). The following Scope of Services describes various work tasks the City may authorize the Consultant to perform during the life of the agreement.

The Tahoe Valley Greenbelt and Stormwater Improvement Project (Project) is an important environmental project in the City of South Lake Tahoe (City) that will provide a unique opportunity to incorporate both stormwater and recreational improvements in one comprehensive Project. The Project area is composed of commercial areas, residential areas, open space, and a State Highway. The open space is currently under-utilized for stormwater quality treatment and provides key opportunities for recreation benefits. Project area constraints consist primarily of property ownership, a limited existing collection and treatment system for stormwater runoff, and an unplanned and under-utilized recreation component.

Building upon the planning work previously completed by the City, the Project final engineering design will result in complete civil plans for the proposed project improvements. The Cardno team understands that the final design must be supported by sound science in the areas of hydrology, hydraulics, erosion control, recreation, botany, and stormwater quality pollutant load reductions to meet the City's project goals.

The City has acquired Proposition 1 planning grant funding from the State Water Resource Control Board (SWRCB) for the delivery of Plans, Specifications, and Estimate (PS&E) bid documents for the Project. However, the amount of Prop 1 planning grant funding is insufficient to complete PS&E bid documents for the entire Project area. The City and Consultant have determined the available planning grant funding is enough to complete the 60% PS&E bid documents. Therefore, the City will authorize the Consultant upon execution of this base agreement, to begin tasks specific to completing the 60% level of PS&E documents.

Supplemental planning grant funding is being pursued by the City at this time. The California Tahoe Conservancy (CTC) has expressed a strong interest in funding the Project. A planning grant application was submitted to the CTC and is expected to be approved by the CTC Board in March 2020.

The upper Project area, Greenbelt area, and lower Project area are defined as the West Area, Central Area and North Area respectively and are further defined as follows:

- West Area is the Project area located above Emerald Bay Road;
- Central Area is the Greenbelt Area located between Lake Tahoe Blvd and Emerald Bay Road; and
- North Area is located between Tahoe Keys Blvd and Barton Avenue.

As additional project planning funds are acquired, Public Works may authorize through amendment(s) to this base agreement, additional work tasks, including but not limited to 100% bid documents, providing property acquisition services, bid support, and construction engineering services. A single task or a bundle of work tasks authorized by the City may be negotiated individually to determine mutually acceptable compensation to the Consultant. The Consultant shall not begin on unauthorized work tasks until an amendment specifically adds the work to the base agreement.

Base agreement work authorized with the execution of this base agreement is specific to performing work tasks required to complete the 60% level of PS&E documents. Below and on the following pages is Cardno's proposed scope of work for the professional services to develop final civil plans and supporting technical documents for the Project.

## Task 1 Project Management, Meetings, and Public Outreach

Timely and consistent project management, public outreach and coordination are critical parts of any project in the Lake Tahoe Basin. The following are the sub-tasks for Project Management, Public Outreach and Coordination.

### Subtask 1.A Project Management and Coordination

The Project Management and Coordination sub-task includes the internal Cardno team coordination and communication efforts required to perform the work along with monthly budgeting, invoicing, filing, sub-consultant coordination and invoicing and general project administration. To facilitate these tasks, Cardno will assign a project coordinator who is dedicated to the project from inception to completion. This allows for an efficient work process that benefits both the City and Project design team.

The Cardno team will establish effective communication between the parties involved, including; City planning and engineering staff, utilities, the public, business owners; and funding, permitting and regulatory agencies. Our experience shows that although the primary point of contact will be the Project Manager, direct communications between City staff and designated Task Leaders should occur when needed for efficiency of certain project work efforts. All internal team communications will be led by the Project Manager who will coordinate closely with Task Leaders.

### Subtask 1.B – Public Outreach/Property Owner Meeting

The Cardno team will support the City in public outreach efforts at a key juncture during project development, most likely in the form of a public meeting. The public meeting (1) will provide a venue for facilitated communications between City staff and business owners, residents, and other stakeholders. The format of the public meeting will be based on the meeting purpose and intended audience.

Design Workshop, Inc. (DWI) will assist Cardno with the organization and presentation of design elements for the public meeting. Cardno anticipates the meeting will be in an open house format where participants can drop-in, read displays and other informative materials, and offer comments. Facilitators will be available to discuss issues and form discussion groups. This format will allow community members to learn about and discuss the proposed project in an informal environment. Depending on the goals and purpose of the meeting, Cardno may use additional techniques, including comment cards

and dot exercises. Cardno can replicate these activities in an online survey format to provide an opportunity for people who may not be able to attend the meeting to still participate.

### Subtask 1.C – Funding and Regulatory Agency/TAC Meetings

The City and the Cardno team, along with funding and permitting agencies, will hold meetings at key junctures during the project development process to ensure all parties are informed and all project design considerations and requirements are being met, and to provide general coordination. For the purposes of this scope Cardno is proposing to allocate time for up to two (2) funding, regulatory, and/or TAC meetings.

Each of the TAC meetings will be attended by the Cardno Project Manager and one key Task Leader, and a Project Assistant to take meeting minutes. Cardno will coordinate the TAC meetings with the TAC members, provide an agenda for the meetings and additionally develop a PowerPoint or other suitable presentation materials summarizing the meeting objectives and presenting items to be covered for discussion. After the meeting, the meeting minutes will be developed/formalized and distributed to all meeting attendees.

### Subtask 1.D – City Planning Commission/City Council Meeting

This project may require presentations to the City Council or City Planning Commission. The primary purpose of the meeting will be to provide a project update and respond to inquiries from the City. Attendance at the meeting (1 City Council or 1 City Planning Commission as determined by the City) will occur at or following a key deliverable point within the project schedule (i.e., completion of 60 percent or 90 percent designs as determined by the City).

The Cardno team will provide input on the purpose, outline, and content for meeting presentations and provide graphics developed as part of other tasks to help communicate project elements. Cardno's efforts will include developing a PowerPoint presentation for the selected City Council or City Planning Commission meeting. Cardno's Project Manager and one key Task Leader will attend the meeting, either presenting or supporting the City project manager, as directed by the City.

*Task 1 Deliverables:*

> Public Notification (flyer) and presentation materials for one public meeting (1)
> PowerPoint presentation, agendas and meeting minutes for each TAC meeting (2)
> PowerPoint presentation for one City Council or Planning Commission meeting (1)

*Task 1 Assumptions:*

> The overall duration of this contract is twelve (12) months
> City will provide meeting venues
> City will provide postage for any mailings/flyers
> City will provide mailing list (and contact list) for all property owners, business owners and residents in the Project area that is current and updated

## Task 2 Supplemental Site Surveying and Basemap Updates

The previous project effort obtained preliminary survey information throughout the project area, including survey control establishment, aerial (LiDAR) data collection, and limited field surveying within the project area. Field survey consisted of the Greenbelt area and major downstream drainage features. Although previous survey efforts were adequate for preliminary planning, preliminary design and environmental review, a detailed field survey is required to develop an accurate basemap for final project design and development of accurate construction documents. The Cardno team proposes to perform targeted survey data collection to obtain the necessary level of information.

Cardno has teamed with Morton & Pitalo, Inc. (M&P), to provide topographic land surveying for the Project. M&P is an experienced land surveying firm with extensive experience throughout the Sierra Nevada range. Site survey is required within the proposed Project improvement areas to define existing drainage courses and site topography, locate existing right-of-way features and roadways, tie-in existing utility facilities, locate predominate structures and landscape elements (buildings, fences, trees, rock outcrops, etc.), and provide accurate property information for design of the Project improvements.

The anticipated survey areas for the base mapping where design work will be performed, as described starting in Task 4, generally includes the following locations and/or project elements:

*The following areas will be included a part of this contract*

- Greenbelt Area (to southeast of "Y"/US 50)
    - Stormwater collection and conveyance; underground feature (B St, Barton Ave, 4th St)
    - Water quality detention basins, greenbelt meadow; surface feature (Greenbelt, 3rd St)
    - Bike/multi-use trails, and recreational site amenities; surface features (Greenbelt)
    - Lighting and landscape elements; surface features (Greenbelt)

*The following areas are included under a separate contract - [fall/winter of 2019]*

- Bonanza area (to west of US 50)
    - Roadway features, cross sections, existing stormwater and public utilities (F Street, D Street, and Bonanza Ave)
    - Water quality detention basins (3) sites on public parcels; land topo features and trees
- Peripheral greenbelt area (to southeast of "Y"/US 50, between B St and Barton Ave)
    - Roadway features, cross sections, existing stormwater and public utilities (B Street, Barton Avenue, and 4th Street)
- 3rd Street Basins (between Barton Ave and Helen Ave)
    - Roadway features, cross sections, existing stormwater and public utilities (3rd Street, Barton Avenue, and Helen Avenue)
    - Water quality detention basins (2) sites on public parcels; land topo features and trees
- James/Eloise and Stormwater Outfall (to north of US 50)
    - Roadway features, cross sections, existing stormwater and public utilities (3rd Street, James Avenue, Eloise Avenue, Council Rock Drive, and Tahoe Keys Boulevard)
    - Water quality detention basins (2) sites on public parcels; land topo features and trees

### Subtask 2.A Survey Control

Previous efforts have established a baseline survey control across most of the Project area. While the survey control is project-wide, the control does not cover all of the areas requiring detailed survey, and the control has been in place for a few years. Therefore, verification and some resetting and placement of additional survey control will be required to accurately perform the topographic surveying of the project area and establish a more complete control network for civil design and future construction.

M&P will begin by confirming existing control and resetting any damage/destroyed control set previously. Additional survey control will be set based on coordination efforts with the design team. Cardno will provide a drawing sheet within the plan set depicting the project control points and provide northing and easting locations in table format within the drawing for all relevant control points.

The additional/reset survey control will be set on the same datum and projection as the previous survey data (California State Plane, Zone 2).

### Subtask 2.B Topographic and Planimetrics Survey

M&P will provide the necessary field surveying efforts for the project and collect the additional field information (e.g., topography, and planimetrics survey data) to develop an accurate updated base map for the project area.

The initial efforts associated with this task will be the review of the proposed project features and the existing survey data. Based on this review, the Cardno team will determine where, and to what extent, Cardno needs additional field survey data (planimetrics and topography) for proper design of the project. For selected areas of detailed topo mapping (e.g. Greenbelt/Central Area), Cardno will develop 1-foot contours and include 25-foot cross-sections of any adjacent pertinent roadways, where surface improvements are targeted. For segments of roadways and project areas where the main project element is predominately underground stormwater infrastructure, a limited yet appropriate level of topo survey data will be collected as the proposed improvements are less dependent on existing surface features. Where applicable, the planimetric survey will include survey shots of all found features (e.g., buildings, pavements, curbs, sidewalks, fences, walls, signs, utility poles, traffic signals, utility vaults and boxes, utility risers, underground utility manholes and inverts where accessible, stormwater facilities and drainage channels, trees, rock outcropping, and predominate landscape features) within the targeted survey/project area.

### Subtask 2.C – Topographic Base Map

The Cardno team will compile the previously developed base map data with subsequent field survey data collected as part of this effort and develop a detailed project base map for the final design efforts. The draft base map will be field checked by walking the project site, confirming all aspects are correct, and documenting any errors. The base map will then be updated, providing the Cardno team and the City with an accurate base map that can be trusted throughout the design process.

The process outlined above is an ideal approach to ensure the topographic and planimetric features are accurate. However, the boundary survey cannot be performed in such a manner. The boundary information collected during the field survey (Subtask 2B) will be used to develop boundary mapping in conjunction with subdivision and record maps available through El Dorado County and the Sierra Pacific

Power Company GIS parcel mapping. Unfortunately, older areas of Lake Tahoe, such as the project area, have inconsistent boundary information. M&P will collect available property record map information from the County Recorder's Office that will be used to develop a more accurate parcel boundary layer for key properties adjacent to the project improvements. This parcel layer will be translated and rotated to the mapped field boundary points as a "best fit" determined by a licensed land surveyor, to create a design-level property boundary map. For easement acquisitions, additional survey and mapping may be required to rectify material discrepancies and conflicts identified between the record mapping and field data. This effort would be completed as part of an optional Property Acquisition Task, upon direction from the City, once final acquisition properties are identified.

The Cardno team will collect utility pothole location data, updated utility grid map information from respective utility companies, and add any relevant information to refine the updated project base mapping (defined/scoped under Task 4). Where applicable, utility grid information can be rectified to field survey points and modified where survey information is of better quality than the grid maps (USA and visible information [manholes, valves, etc.] field surveyed).

### Subtask 2.D – Property Boundary Mapping

The available property boundary information used for the planning/preliminary design phase was approximate, including county database and GIS based property data, and though relative for the preliminary layout of project elements, it is not sufficient for the final design documents.

M&P will prepare property boundary mapping for the right of ways of the streets and parcels proposed for stormwater quality basins and the greenbelt improvements within the Project area; and incorporate the property information with the project base map. The basis of the property boundary mapping will be from record information, and not the result of a detailed corner/monument field survey. Record subdivision maps, assessor maps and other recorded information available through the City and County will be the source of data. The property boundary mapping will be best fit to fences, utility poles, common improvements and other predominate physical/land features as an overlay to the Topographic and Planimetrics Survey.

*Task 2 Deliverables:*

> Electronic files of control points in Autodesk Civil3D format (California State Plane Coordinate System Zone 2, NAD83 for horizontal, and NAVD88 for elevation)
> Project Basemap in Autodesk Civil3D format

*Task 2 Assumptions:*

> Survey control will be established; however, protection from manmade or natural disturbances is not guaranteed. Future use of the control for construction will require verification, and potential re-establishment, prior to use for construction.
> Accuracy of the "best fit" property boundary mapping is not certain, though expected to have a reasonable level of confidence within 3-feet or less horizontal offset.

## Task 3 Permitting

The Cardno team will assist the City in developing the appropriate permit application submittal packages that will be required for project implementation. The applications will combine the resource analysis

that was conducted for the project-level initial study (IS)/mitigated negative declaration (MND)/initial environmental checklist (IEC) with the design information developed for project construction (e.g., 60 percent and 90 percent design plan sets). Cardno will follow a process that has been successfully used for similar public service and environmental improvement program (EIP) projects in the Tahoe Basin and is based on early and continuous communication and coordination between the design team and the agencies. The permits and key supporting documents that are anticipated, and scoped/budgeted for the project include:

- TRPA EIP Project Permit
- TRPA Soils/Hydro Report and Findings
- State Water Resources Control Board Section 401 Water Quality Certification
- USACE Section 404 Authorization (pursued under the authority of a Nationwide Permit)
- Lahontan Regional Water Quality Control Board (RWQCB) Notice of Intent for Coverage under the Tahoe General Construction Permit (Board Order No. R6T-2016-0010)
- Storm Water Pollution Prevention Plan (SWPPP), in draft format complying with the Tahoe General Construction Permit
- Caltrans Hydrology Review/Coordination, and Encroachment Permit

During the development of the 60 percent design plans, the Cardno team will coordinate with the appropriate agencies to obtain written documentation confirming the required permits and submittal timelines that will be necessary to meet the project construction schedule. The Cardno team is familiar with these permit application submittal requirements and will coordinate early and often with the regulatory agencies to ensure the project construction schedule will be met.

Permit applications and the project-level SWPPP (draft format) will be prepared during the 90 percent design step. Permit application submittal packages will include the project's 90 percent design plan set. Agency requests and permit conditions will then be incorporated into the 100 percent design.

*Task 3 Deliverables:*

> Application submittal packages for the permits identified in this task
  - TRPA EIP Project Permit Application
  - State WRCB Section 401 Water Quality Certification
  - USACE Section 404 Authorization
  - Lahontan RWQCB NOI, and draft SWPPP document
  - Caltrans Encroachment Permit

> Project-level SWPPP (1 draft and 1 working final)

*Task 3 Assumptions:*

> Findings from the previous Aquatic Resources Delineation Report (under separate contract) will be used to inform the project design and permitting efforts.

> No Forest Service-managed land and/or USFS funding is assumed for the Project.

> For California Tahoe Conservancy lands identified for use in association with the Project, required License Agreements are not included with this scope/budget (to be determined with optional Task 8, for easement and property acquisition assistance).

> The Project is a public service project, improving area-wide stormwater infrastructure and implementing public recreation amenities that are suitable to the Greenbelt/Central Area land use and capability. Because of the nature of the project, the assumption is that USACE and Lahontan Water Board will not require compensatory mitigation as a condition of authorizations.
> Task 3 assumes one submittal of CWA Section 404 and 401 permits applications that will be based on the 60% Design Plan (or subsequent design plan, at the discretion of the City), providing supplemental project information to USACE and Lahontan, as necessary. Our approach is to present a maximum-case impact estimation to waters of the U.S and to waters of the State. A subsequent change in the project design or location, which results in impacts that exceed this maximum-case impact estimation, may trigger additional permitting actions (e.g., reapplication or change from a Nationwide Permit authorization to a Letter of Permission) that are not included in Task 3.
> If federal funding is obtained for any aspect/portion of the project from a funding source other than the USFS, additional NEPA, and potentially CEQA efforts would be required. The most likely funding scenario would be transportation funding through Caltrans from the Federal Highway Administration (FHWA). If federal funding is obtained, the Project would become "federalized" and additional environmental compliance, and other project aspects, will be required but are not included within the current Project scope/budget.

## Task 4 60% Design Documents

Development of the 60 percent design detail is a critical step in the design development process, as the design evolves from a general/preliminary level to a detailed design level. The previously completed 30 percent design plans provide a preliminary design that will serve as the basis for the overall goals and function of the project improvements. In coordination with the City, Cardno will add detail to the plans and cost estimates to address key project challenges and provide necessary constructability information to show how the project is to be built and establish a clear budget for the construction costs.

The Cardno team will provide the City with key updates, and encourages informal communication with the City PM on a regular basis (standing phone calls). This collaboration will promote a cohesive design approach and provide our team with feedback on critical design elements, impacts, and potential construction constraints.

### Preliminary Design Report

The Cardno team will assist the City and prepare a preliminary design report, in direct response to the State Water Board Prop 1 grant agreement requirement for the Project stormwater planning. The preliminary design report is to focus on implementation of the Project and include a summary of data collection completed in the planning phase to support the design effort as follows:

- Geotechnical study,
- Hydrology study, and hydraulics analysis,
- Land use study, and maps of public lands, and
- Other technical studies completed to support the project design

The preliminary design report will be developed during the 60% design phase and conclude at this step in the project delivery process. The design report will not be updated with each design iteration.

## Design Development

The Cardno team will utilize updated survey and basemap (Task 2) data along with information obtained as part of the update and refinement of the project hydrologic/hydraulic analysis (Task 7) to guide the design process. The 60 percent design plans will be developed on the basis of the preferred alternative reflected in the 30 percent preliminary design, and address requirements resulting from the environmental review, including construction and/or mitigation measures. It is noted herein that the Third Street "treated water" pipeline as shown in the 30 percent plans, is assumed to be removed from the design going forward (and is not part of this scope) as a project element due to cost/benefit concerns as previously discussed with City staff.

The plans will represent an industry standard 60 percent design level and incorporate the Project elements desired for construction. The plan set will be comprised of the following types of plan sheets:

- Title sheet, notes and legend
- Index sheets, survey control and alignments
- Temporary controls for traffic, staging, storage and access, and BMP plans
- Plan and profile civil sheets for stormwater system and bike trail/roadway surface improvements
- Greenbelt site amenity plan sheets
- Grading sheets and cross-sections for major earthwork components (detention basins, greenbelt)
- Landscape and irrigation plan sheets
- Lighting and electrical plans
- Typical details for project facilities (including city standard details where applicable)

In order to streamline the design process, and to provide a reduced design development cost in the most efficient manner possible, while also providing design plans and construction documents that can effectively be constructed, the following types of sheets will not be included in the plan set:

- Roadway surface cross sections, for areas where little or no surface improvements are proposed, and primarily just include underground infrastructure
- Isolated bike/multi-use trail cross sections (for efficiency, anticipated to develop combined cross sections for Greenbelt grading and bike trail surface improvements)

Key design features for the 60 percent design plans are expected to include: project elements for stormwater collection, conveyance and treatment, including detention/basins and channels; bike and multi-use trail facilities; pedestrian lighting/electrical improvements; recreational site amenities within the greenbelt; and landscaping/revegetation improvements. The plans will contain sufficient underground utility information (from utility grid maps and potholing efforts) to ensure major utility conflicts can be avoided or mitigated.

Design Workshop (DWI) will provide landscape, irrigation, and site amenity plans in support of the 60 percent design. Cardno and DWI have worked together on numerous recreation and EIP projects; Cardno is confident in our ability to weave civil and landscape design together to create a project that meets dispersed goals of recreation, hydrology, and permitting requirements. The recreation opportunities within the greenbelt will provide enhanced trail connectivity, trail loops, and clear

wayfinding to promote bicycling and walking connections to commercial and residential areas. Seating overlooks and interpretive amenities are anticipated; they will create a learning landscape that serves users of all ages. Additional recreation opportunities exist within the Greenbelt/Central Area. Providing recreational improvements will expand public use of the community gathering area located at the Crossing retail center. Improvements are anticipated to provide children's play amenities that are naturalized and respond to the natural environment. The recreational improvements will be selected to promote independent exploration and a connection to the outdoors. DWI will review and provide input on grading plans to coordinate the grading and storm water strategies with the overall aesthetic and landscape approach.

Western Botanical Services (WBS) will provide revegetation design for stormwater quality basins, source controls, and restoration of areas disturbed by construction or in need of erosion control stabilization.

PK Electrical will provide electrical engineering and site lighting design. The pedestrian lighting in the 60% plans will include locations of proposed pedestrian lighting (based on light type and illumination requirements), along with general details of the pedestrian lighting style.

Prior to TAC review, the Cardno team will provide the 60 percent design plans to the City for review and comment. The Cardno team will meet with the City to review the plans and conduct a review meeting at the project site. This meeting will enable the Cardno team and City to walk the site and review the proposed improvements against the existing conditions. This will allow both parties to identify any potential project issues/complications so it can be addressed at the 90 percent design step.

At this stage of the design process, the Cardno team does not propose to develop project technical specifications or special provisions. These will be developed at the 90 percent design stage when the project design is refined, and all material aspects of the project are nearly complete. This will reduce drafting efforts for general assumptions on the specifications/special provisions and reduce City review time, allowing for a more efficient project delivery process at a reduced cost.

### Utility Mapping, Coordination and Potholing

Cardno will coordinate with utility companies to obtain any updated and available as-built and grid mapping utility data to supplement previous efforts from the preliminary design. Potholing plans will be developed for potential conflict locations based on the updated 60 percent design progress in order to verify utility locations, identify conflicts, and inform the design efforts. Pothole locations will be recorded and tied-in by field survey for accuracy; either at the time of potholing or marked in the field with paint or wooden stakes, depending on location and efficiency. Surveyed utilities will then be located in the plans and noted according to field notes for depth, material, and type.

A potholing plan and general potholing schedule (high priority, design priority and construction priority) will be developed and provided to the respective utility companies for review, coordination and discussion. The Cardno team will coordinate with the utilities (one utility coordination and review meeting, which will be conducted at a "DIGGS" meeting the City typically attends) to review the proposed potholing to be performed. A total of eight (8) utility potholes has been assumed and included in the scope (for electric, telephone, cable and/or natural gas). In addition to the eight utility potholes, it is assumed that any sewer and water utility pothole efforts can be coordinated and performed by South

Tahoe Public Utility District (STPUD) crews, in a collaborative effort with City as cost savings measure for the Project.

### Cost Estimate

To augment the plans, Cardno will produce a construction cost estimate to detail the anticipated project costs. The estimate will expand on the preliminary cost estimate for the project with refinements and updates based on the 60% design. Cardno will coordinate with the City and establish unit prices to reflect recent construction costs for similar work in the region. Recent bid results from other City projects will provide useful data points.

*Task 4 Deliverables:*

> 60% design plans (1 City draft and 1 TAC draft)
> 60% estimate of probable costs
> Potholing Plan
> Potholing of Utilities (8 potholes)

*Task 4 Assumptions:*

> No work will commence until all comments have been received on the previous 30% design
> City and TAC draft reviews and comments is scoped for 1 round/iteration
> The City will provide all meeting venues
> Sewer and water utility potholes performed by STPUD

## Task 5 90% Design Documents

The Cardno team will prepare a 90 percent design package for the project. The 90 percent design will be developed based on comments received from the City and TAC at 60 percent design and include the same plan sheet types as documented in the 60% design (Task 4). The updated plans are to represent a standard 90 percent detailed design and clearly define the project for permitting purposes.

In addition to the plans, draft technical specifications for the project will also be developed for major materials/items associated with the project. At this design step, technical specifications will focus on major materials, facilities and construction methods; however, no technical specifications will be developed for minor/standard work items associated with the project at the 90 percent juncture. Specifications for minor/standard/general construction elements and temporary controls (e.g. water pollution control, construction survey, schedules, traffic control, etc.) will be delayed until the 100 percent design step. Preparing the specifications when all aspects of the project are complete will reduce drafting efforts/time/costs for general assumptions on the specifications/special provisions and reduce City review time. This approach will be more efficient with the project delivery process and reduce cost. The project technical specifications will be developed in a format suitable for incorporation into a special provisions document (City template) referencing the Caltrans Standard Specifications.

Prior to TAC review, the Cardno team will provide the 90 percent design plans to the City for review and comment. The Cardno team will meet with the City to review the plans and conduct a final review meeting at the project site. This meeting will enable the Cardno team and City one last opportunity to ground-truth the design plans, consider any value engineering opportunities, and walk the site to confirm the proposed improvements are appropriate to meet the project goals.

A draft SWPPP document developed under the permitting task and commencing at the 90 percent design, will be submitted to the permitting agencies at this stage along with project permit applications.

*Task 5 Deliverables:*

> 90 percent design plans (1 City draft and 1 TAC draft)
> 90 percent technical specifications/special provisions for major construction elements (1 draft)
> 90 percent cost estimate

*Task 5 Assumptions:*

> No work will commence until all comments have been received on the previous 60% design
> City and TAC draft reviews and comments are scoped for 1 round/iteration
> Minor/general/standard construction elements will not have technical specifications developed at the 90%; they will be developed at the 100% design step
> The special provisions (technical specifications) will be developed following City boilerplate templates
> The city is responsible for all contractual/front end special provision/technical specification sections

## Task 6 100% Design Documents

The Cardno team will prepare a 100% design package for the project. Cardno will finalize the 100% design based on comments received from the City and TAC on the 90% design along with permit comments and conditions received from regulatory agencies reviewing the permit applications. The 100% design will be a construction-ready set of documents, including complete plans, technical specifications/special provisions, bid list, and cost estimate.

*Task 6 Deliverables:*

> 100 percent design plans (1 City draft and 1 Final)
> 100 percent technical specifications/special provisions (1 draft)
> 100 percent cost estimate

*Task 6 Assumptions:*

> No work will commence until all comments have been received on the previous 90% design, and all permit conditions have been received
> City draft review and comment is scoped for 1 round/iteration
> No Caltrans Documentation, LAPM forms, NEPA, etc. has been scoped/budgeted, as there is no current federal funding for the project
> The city is responsible for all contractual/front end special provision/technical specification sections

## Task 7 Hydrologic and Hydraulic Analysis

Previous efforts associated with the project planning and preliminary design included development of an XPSWMM model of the project area—both the existing and proposed conditions. Cardno will use this model moving forward in the final design of the Project to assess both the hydrologic and hydraulic aspects of the proposed improvements. Existing storm drainage features in the model will be updated, refined and verified during the field surveying efforts associated with Task 2 to assure relevant existing

storm drainage infrastructure in the project area is surveyed and accurately incorporated into the modelling efforts.

Cardno will update the existing XPSWMM model at each subsequent phase of design (60%, 90% and 100% design steps) to reflect the design depicted on the project plans. Cardno will then run the model and analyze specific storm events as determined in coordination with the City, at minimum:

- The 25-year, 1-hour (to reflect the TRPA design storm)
- The 10-year, 24-hour (as required by El Dorado County Drainage Manual)
- One other storm event (potentially a 5-year, or 100-year peak flow if required by permitting agencies) as determined by the City at project initiation

The XPSWMM model output will provide information on both the hydrologic and hydraulic conditions of each model event based on design parameters input (reflective of the project plans at each design step).

The Cardno team sees the modeling efforts as an iterative process during the design. When the stormwater infrastructure is designed in draft form (plan and profiles are completed), the data will be input/updated in the XPSWMM model. The model will then be run at the various design storms and reviewed. The review will include both surface hydrology/runoff and pipe network conditions. The XPSWMM model output and visual interaction aspects provide for real time information (i.e., if a pipe is surcharging and cannot handle the flows of a design storm, the pipe overflows and provides a visualization of this condition). The designers can then make adjustments in the model (increased pipe sizes, modifying slopes, etc.) to determine the most effective way to resolve the issue. Once resolved, the update will be incorporated into the design plans. This process will provide the City with design plans that adequately address the hydrologic and hydraulic aspects of the project area.

Once the final design has been completed (100% design), accepted by the Project TAC, and the XPSWMM model shows the hydrology and hydraulics operate acceptably in the proposed condition, the design information will be incorporated into a pollutant load reduction model (PLRM) for determination/estimation of annual fine sediment, phosphorous, and nitrogen removal rates.

*Task 7 Deliverables:*

> XPSWMM model – 60/90/100 design step updates
> Final Hydro/Hydraulic Memo – summary of model parameters and outputs, based on final design
> PLRM model – based on final project design, for incorporation into city model templates for regulatory pollutant load reduction credits

*Task 7 Assumptions:*

> LiDAR data and existing storm drainage system survey data will be used in the development of the sub-watershed boundaries
> The City will provide baseline and any planning level PLRM model data available for the project area
> The PLRM model will not be used or considered a design model and only developed after the final design has been completed and accepted by the City.

## Task 8 Easement and Real Property Services (as directed)

Cardno and Interwest Consulting Group will provide preliminary acquisition support services, as directed by the City Project Manager, including the following real property services as necessary:

- Coordinate and attend a targeted meeting with the City to discuss easement and real property service needs for the project.
- Perform field/site inspections on the project area with property owners.
- Review proposed right of way design, applicable environmental document and general project impacts.
- Assist in identifying the project right of way needs.
- Draft property owner interest letter(s).
- Contact and coordinate meetings with the impacted property owners and inform them of project in general.
- Document property owner interest in project and feedback – i.e. Owner Survey.
- Provide value engineering as review of right of way design mapping.
- Provide progress reports regarding the status of property owner and/or tenant contacts.
- Prepare a high-level right of way acquisition cost estimate for each subject property being evaluated.
    - Determine each subject parcel's state of development and probable improvements at the time of acquisition.
    - Determine the market data sets required to estimate value.
    - Conduct Market Data Research utilizing data sources from internal resources, assessor's information, multiple listing service, observed listings and information from brokers.

The City may authorize Easement and Real Property Services beyond the pre-acquisition work, through an amendment to the PSA.

## Task 9 Bid Assistance

Optional task identified in the RFP, not included in the scope of work at this time. The City may authorize Bid Assistance through an amendment to the PSA.

## Task 10 Construction Engineering

Optional task identified in the RFP, not included in the scope of work at this time. The City may authorize Construction Engineering services through amendment to the PSA.

# EXHIBIT B

**COMPENSATION SCHEDULE**
**Schedule of Fees – 2020**
**Fee Proposal for**
**----- 60% Plans**
**----- Master Fee Schedule**
**and**
**----- Project Schedule**

**EXHIBIT B - 60% Design Fee Schedule**

Cardno

**Tahoe Valley Greenbelt and Stormwater Improvement Project (Final Engineering Design)**

Staff / Rates

| | Dukes, Jason Sr. Consultant I | McRae, Brian Sr. Consultant I | Marsha, Andrea Sr. Proj. Consultant I | Greene, Melanie Sr. Proj. Consultant I | Trujillo, Ivan Proj. Consultant I | Hoshneh, Michelle Sr. Staff Consultant II | Wring, Brandon Sr. Staff Consultant I | Thomas, William CADD/GIS Consultant I | Franco, Christopher Asst. Staff Consultant | Starling, Holly A. Proj. Assistant | Bloomfing, Lori A. Sr. Proj Coordinator | TBA Technical Editor | M&P (sub) Survey Manager | M&P (sub) Engineer / Surveyor | M&P (sub) 2-Person Survey Crew | WBS (sub) Eng. Julie | DWI (sub) Principal | DWI (sub) Assoc. PM | DWI (sub) Proj Designer | PK Elec (sub) Principal | PK Elec (sub) Sr. Proj Engineer | PK Elec (sub) Production | Cardno Labor (sub-total) | Subconsultant (sub-total) Morton & Pablo, Inc | Subconsultant (sub-total) Western Botanical Services | Subconsultant (sub-total) Design Workshop, Inc | Subconsultant (sub-total) PK Electrical | Subconsultant (sub-total) Internest Consulting Group | Utility Potholing (Cardno - Sub-contractor) | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Project Task/Budget** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **1. Project Management, Meetings, and Public Outreach** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1a Project Management and Coordination (12 Months) | 36 | 12 | | | | | | | | | 36 | | | | | | 6 | 22 | | | 20 | | $ 13,620 | $ - | $ - | $ 5,650 | $ 3,700 | | | $ 22,970 |
| 1b Public Outreach/Property Owner Meeting (1) | 8 | | | | | | 8 | | | 2 | | | | | | | 8 | 12 | 12 | | | | $ 2,730 | $ - | $ - | $ 4,770 | $ - | | | $ 7,500 |
| 1c Funding, Regulatory Agency/TAC Meetings (2) | 12 | | | | | | 16 | | | 4 | | | | | | | | | | | | | $ 4,640 | $ - | $ - | $ - | $ - | | | $ 4,640 |
| 1d City Planning Commission / City Council Meeting (1) | 8 | | | | | | | | | 2 | | | | | | | | | | | | | $ 1,810 | $ - | $ - | $ - | $ - | | | $ 1,810 |
| ***SubTotal - Phase 1*** | **64** | **12** | **0** | **0** | **0** | **0** | **24** | **0** | **0** | **8** | **36** | **0** | **0** | **0** | **0** | **0** | **14** | **34** | **12** | **0** | **20** | **0** | **$ 22,800** | **$ -** | **$ -** | **$ 10,420** | **$ 3,700** | **$ -** | **$ -** | **$ 36,920** |
| **2. Supplemental Site Surveying and Basemap Updates** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2a Survey Control | 2 | | | | | | | | | | | | 2 | | 4 | | | | | | | | $ 410 | $ 1,510 | $ - | $ - | $ - | | | $ 1,920 |
| 2b Topographic and Planimetrics Survey | 2 | | | | | | | | | | | | 4 | | 27 | | | | | | | | $ 410 | $ 8,245 | $ - | $ - | $ - | | | $ 8,655 |
| 2c Topographic Base Map | 2 | | | | 4 | | 8 | | | | | | 2 | 24 | | | | | | | | | $ 1,880 | $ 3,290 | $ - | $ - | $ - | | | $ 5,180 |
| 2d Property Boundary Mapping | 2 | | | | 2 | | 2 | | | | | | 20 | 40 | | | | | | | | | $ 920 | $ 8,900 | $ - | $ - | $ - | | | $ 9,820 |
| ***SubTotal - Phase 2*** | **8** | **0** | **0** | **0** | **6** | **0** | **10** | **0** | **0** | **0** | **0** | **0** | **28** | **64** | **31** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ 3,630** | **$ 21,945** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 25,575** |
| **4. 60% Design Documents** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4a 60% Plans | 60 | 120 | | | 200 | | 280 | 200 | 200 | 2 | | | | | | 40 | 20 | 48 | 90 | 4 | 36 | 12 | $ 134,270 | $ - | $ 5,400 | $ 22,800 | $ 9,080 | | | $ 171,530 |
| 4b Preliminary Design Report | 4 | 2 | 8 | 4 | 8 | | 40 | | | 2 | | 4 | | | | | | | | | | | $ 9,740 | $ - | $ - | $ - | $ - | | | $ 9,740 |
| 4c 60% Cost Estimate | 2 | 2 | | | 8 | | 16 | | | | | | | | | | 2 | 6 | 4 | | 4 | | $ 3,780 | $ - | $ - | $ 1,940 | $ 740 | | | $ 6,460 |
| 4d Utility Coordination & Base Map Updates | 2 | | | | 8 | | 24 | | | | | | | | | | | | | | | | $ 4,290 | $ - | $ - | $ - | $ - | | | $ 4,290 |
| 4e Utility Potholing Services & Point Survey (8 potholes) | 2 | | | | 8 | | 16 | | | | | | | | | | | | | | | | $ 3,370 | $ - | $ - | $ - | $ - | | $ 24,000 | $ 27,370 |
| ***SubTotal - Phase 4*** | **70** | **124** | **8** | **4** | **232** | **0** | **376** | **200** | **200** | **4** | **0** | **4** | **0** | **0** | **0** | **40** | **22** | **54** | **94** | **4** | **40** | **12** | **$ 155,450** | **$ -** | **$ 5,400** | **$ 24,740** | **$ 9,880** | **$ -** | **$ 24,000** | **$ 219,390** |
| **7. Hydrologic/Hydraulic Analysis** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7a 60% Design Updates | 2 | | 32 | | | | 80 | | | | | | | | | | | | | | | | $ 15,050 | $ - | $ - | $ - | $ - | | | $ 15,050 |
| ***SubTotal - Phase 7*** | **2** | **0** | **32** | **0** | **0** | **0** | **80** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ 15,050** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 15,050** |
| **8. Easement and Real Property Services** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8a (As Directed) Preliminary Acquisition Support Services | 16 | | | | | | 40 | | | | | | | | | | | | | | | | $ 7,880 | $ - | $ - | $ - | $ - | $ 25,000 | | $ 32,880 |
| ***SubTotal - Phase 8*** | **16** | **0** | **0** | **0** | **0** | **0** | **40** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ 7,880** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 25,000** | **$ -** | **$ 32,880** |
| **Total Hours** | **160** | **138** | **40** | **4** | **238** | **0** | **530** | **200** | **200** | **12** | **36** | **4** | **28** | **64** | **31** | **40** | **36** | **88** | **106** | **4** | **60** | **12** | **1560** | **123** | **40** | **230** | **76** | | | |
| **TOTAL PROJECT COST** | | | | | | | | | | | | | | | | | | | | | | | $ 204,810 | $ 21,945 | $ 5,400 | $ 35,160 | $ 13,500 | $ 25,000 | $ 24,000 | $ 329,815 |

COMPENSATION TABLE

C-007-2020

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**EXHIBIT B - Master Agreement Fee Schedule**

Cardno

**Tahoe Valley Greenbelt and Stormwater Improvement Project (Final Engineering Design)**

Staff / Rates

| | Dukes, Jason Sr. Consultant I | McRae, Brian Sr. Consultant I | Martin, Andrea Sr. Proj. Consultant I | Greene, Melanie Sr. Proj. Consultant I | Trujillo, Ivan Proj. Consultant I | Hodnett, Michelle Sr. Staff Consultant II | Wong, Brandon Sr. Staff Consultant I | Thomas, William CADD/GIS Consultant I | Franco, Christopher Asst. Staff Consultant | Sterling, Holly A. Proj. Assistant | Browning, Lori A. Sr. Proj. Coordinator | TBA Technical Editor | M&P (sub) Survey Manager | M&P (sub) Engineer / Surveyor | M&P (sub) 2-Person Survey Crew | WBS (sub) Bks. Julie | DHI (sub) Principal | DHI (sub) Assoc. PM | DHI (sub) Proj Designer | PK Elec (sub) Principal | PK Elec (sub) Sr. Proj Engineer | PK Elec (sub) Production |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Project Task/Budget** | | | | | | | | | | | | | | | | | | | | | | |
| **1. Project Management, Meetings, and Public Outreach** | | | | | | | | | | | | | | | | | | | | | | |
| 1a Project Management and Coordination (12 Months) | 36 | 12 | | | | | | | | | 36 | | | | | | 8 | 22 | | | 20 | |
| 1b Public Outreach/Property Owner Meeting (1) | 8 | | | | | | 8 | | | 2 | | | | | | | 6 | 12 | 12 | | | |
| 1c. Funding, Regulatory Agency/TAC Meetings (2) | 12 | | | | | | 16 | | | 4 | | | | | | | | | | | | |
| 1d City Planning Commission / City Council Meeting (1) | 8 | | | | | | | | | 2 | | | | | | | | | | | | |
| ***SubTotal - Phase 1*** | **64** | **12** | **0** | **0** | **0** | **0** | **24** | **0** | **0** | **8** | **36** | **0** | **0** | **0** | **0** | **0** | **14** | **34** | **12** | **0** | **20** | **0** |
| **2. Supplemental Site Surveying and Easemen Updates** | | | | | | | | | | | | | | | | | | | | | | |
| 2a Survey Control | 2 | | | | | | | | | | | | 2 | | 4 | | | | | | | |
| 2b Topographic and Planimetrics Survey | 2 | | | | | | | | | | | | 4 | | 27 | | | | | | | |
| 2c Topographic Base Map | 2 | | | | 4 | | 8 | | | | | | 2 | 24 | | | | | | | | |
| 2d Property Boundary Mapping | 2 | | | | 2 | | 2 | | | | | | 20 | 40 | | | | | | | | |
| ***SubTotal - Phase 2*** | **8** | **0** | **0** | **0** | **6** | **0** | **10** | **0** | **0** | **0** | **0** | **0** | **28** | **64** | **31** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **3. Permitting and SWPPP Document** | | | | | | | | | | | | | | | | | | | | | | |
| 3a TRPA EIP Project Permit Application | 2 | | | 4 | | 8 | | | | | | | | | | | | | | | | |
| 3b TRPA Soils/hydro Report | 2 | | | 2 | | 4 | | 2 | | | | | | | | | | | | | | |
| 3c. State WRCB Section 401 Water Quality Certification | 2 | | 4 | 24 | 4 | 32 | | 2 | | 1 | | 2 | | | | | | | | | | |
| 3d USACE Section 404 Authorization | 2 | | | 16 | | 24 | | 2 | | 1 | | 2 | | | | | | | | | | |
| 3e Caltrans Hydrology Coordination, and Encroachment Permit | 8 | 8 | 24 | 4 | 24 | | | 2 | | 2 | | | | | | | | | | | | |
| 3f. Lahontan RWQCB NOI, and Draft SWPPP Document | 4 | 4 | | 8 | | 40 | | 8 | | 2 | | 8 | | | | | | | | | | |
| ***SubTotal - Phase 3*** | **20** | **12** | **28** | **58** | **28** | **108** | **0** | **16** | **0** | **6** | **0** | **12** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **4. 60% Design Documents** | | | | | | | | | | | | | | | | | | | | | | |
| 4a 60% Plans | 80 | 120 | | | 200 | | 280 | 200 | 200 | 2 | | | | | | 40 | 20 | 48 | 90 | 4 | 36 | 12 |
| 4b Preliminary Design Report | 4 | 2 | 8 | 4 | 8 | | 40 | | | 2 | | 4 | | | | | | | | | | |
| 4c. 60% Cost Estimate | 2 | 2 | | | 8 | | 16 | | | | | | | | | | 2 | 6 | 4 | | 4 | |
| 4d Utility Coordination & Base Map Updates | 2 | | | | 8 | | 24 | | | | | | | | | | | | | | | |
| 4e Utility Potholing Services & Point Survey (8 potholes) | 2 | | | | 8 | | 16 | | | | | | | | | | | | | | | |
| ***SubTotal - Phase 4*** | **70** | **124** | **8** | **4** | **232** | **0** | **376** | **200** | **200** | **4** | **0** | **4** | **0** | **0** | **0** | **40** | **22** | **54** | **94** | **4** | **40** | **12** |
| **5. 90% Design (PS&E) Documents** | | | | | | | | | | | | | | | | | | | | | | |
| 5a 90% Plans | 40 | 80 | | | 120 | | 200 | 120 | 120 | 2 | | | | | | 16 | 10 | 40 | 92 | 6 | 36 | 16 |
| 5b 90% Specifications | 24 | 8 | | | 40 | | 80 | | | 2 | | 8 | | | | 16 | 2 | 14 | 6 | | 8 | |
| 5c. 90% Cost Estimate | 2 | 2 | | | 4 | | 8 | | | | | | | | | | 1 | 4 | 6 | | 4 | |
| ***SubTotal - Phase 5*** | **66** | **90** | **0** | **0** | **164** | **0** | **288** | **120** | **120** | **4** | **0** | **8** | **0** | **0** | **0** | **32** | **13** | **58** | **104** | **6** | **48** | **16** |
| **6. 100% Design (PS&E) Documents** | | | | | | | | | | | | | | | | | | | | | | |
| 6a 100% Plans | 20 | 40 | | | 80 | | 120 | 80 | 80 | 2 | | | | | | 8 | 8 | 26 | 46 | 4 | 16 | 8 |
| 6b 100% Specifications | 16 | 8 | | | 16 | | 40 | | | 2 | | 8 | | | | 8 | 2 | 6 | 2 | | 8 | |
| 6c 100% Cost Estimate | 2 | 2 | | | 4 | | 8 | | | | | | | | | | 2 | 4 | 2 | | 2 | |
| ***SubTotal - Phase 6*** | **38** | **50** | **0** | **0** | **100** | **0** | **168** | **80** | **80** | **4** | **0** | **8** | **0** | **0** | **0** | **16** | **12** | **38** | **50** | **4** | **26** | **8** |
| **7. Hydrologic/Hydraulic Analysis** | | | | | | | | | | | | | | | | | | | | | | |
| 7a 60% Design Updates | 2 | | 32 | | | | 80 | | | | | | | | | | | | | | | |
| 7b 90% Design Updates | 2 | | 24 | | | | 60 | | | | | | | | | | | | | | | |
| 7c 100% Design Updates | 2 | | 16 | | | | 24 | | | | | | | | | | | | | | | |
| 7d Final Hydro/Hydraulic Memo | 2 | | 8 | | | | 20 | | | 2 | | 4 | | | | | | | | | | |
| 7e PLRM Model | 2 | | 16 | | | | 60 | | | 2 | | | | | | | | | | | | |
| ***SubTotal - Phase 7*** | **10** | **0** | **96** | **0** | **0** | **0** | **244** | **0** | **0** | **4** | **0** | **4** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **8. Easement and Real Property Services** | | | | | | | | | | | | | | | | | | | | | | |
| 8a (As Directed) Preliminary Acquisition Support Services | 16 | | | | | | 40 | | | | | | | | | | | | | | | |
| ***SubTotal - Phase 8*** | **16** | **0** | **0** | **0** | **0** | **0** | **40** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **9. Bid Assistance** | | | | | | | | | | | | | | | | | | | | | | |
| N/A, optional service | | | | | | | | | | | | | | | | | | | | | | |
| ***SubTotal - Phase 9*** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **10. Construction Engineering** | | | | | | | | | | | | | | | | | | | | | | |
| N/A, optional service | | | | | | | | | | | | | | | | | | | | | | |
| ***SubTotal - Phase 6*** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **Total Hours** | **292** | **288** | **132** | **62** | **530** | **108** | **1,150** | **416** | **400** | **30** | **36** | **36** | **28** | **64** | **31** | **88** | **61** | **184** | **260** | **14** | **134** | **36** |
| **TOTAL PROJECT COST** | | | | | | | | | | | | | | | | | | | | | | |

| | Cardno Labor (sub-total) | Subconsultant (sub-total) Marron & Pratt, Inc | Subconsultant (sub-total) Western Botanical Services | Subconsultant (sub-total) Design Workshop, Inc | Subconsultant (sub-total) PK Electrical | Subconsultant (sub-total) Interwest Consulting Group | Utility Potholing (Cardno / Sub contractor) | TOTALS |
|---|---|---|---|---|---|---|---|---|
| 1a Project Management and Coordination (12 Months) | $ 13,620 | $ - | $ - | $ 5,650 | $ 3,700 | | | $ 22,970 |
| 1b Public Outreach/Property Owner Meeting (1) | $ 2,730 | $ - | $ - | $ 4,770 | $ - | | | $ 7,500 |
| 1c. Funding, Regulatory Agency/TAC Meetings (2) | $ 4,640 | $ - | $ - | $ - | $ - | | | $ 4,640 |
| 1d City Planning Commission / City Council Meeting (1) | $ 1,810 | $ - | $ - | $ - | $ - | | | $ 1,810 |
| ***SubTotal - Phase 1*** | **$ 22,800** | **$ -** | **$ -** | **$ 10,420** | **$ 3,700** | **$ -** | **$ -** | **$ 36,920** |
| 2a Survey Control | $ 410 | $ 1,510 | $ - | $ - | $ - | | | $ 1,920 |
| 2b Topographic and Planimetrics Survey | $ 410 | $ 8,245 | $ - | $ - | $ - | | | $ 8,655 |
| 2c Topographic Base Map | $ 1,860 | $ 3,290 | $ - | $ - | $ - | | | $ 5,150 |
| 2d Property Boundary Mapping | $ 820 | $ 8,900 | $ - | $ - | $ - | | | $ 9,820 |
| ***SubTotal - Phase 2*** | **$ 3,630** | **$ 21,945** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 25,575** |
| 3a TRPA EIP Project Permit Application | $ 2,090 | $ - | $ - | $ - | $ - | | | $ 2,090 |
| 3b TRPA Soils/hydro Report | $ 1,440 | $ - | $ - | $ - | $ - | | | $ 1,440 |
| 3c. State WRCB Section 401 Water Quality Certification | $ 10,295 | $ - | $ - | $ - | $ - | | | $ 10,295 |
| 3d USACE Section 404 Authorization | $ 6,665 | $ - | $ - | $ - | $ - | | | $ 6,665 |
| 3e Caltrans Hydrology Coordination, and Encroachment Permit | $ 11,760 | $ - | $ - | $ - | $ - | | | $ 11,760 |
| 3f. Lahontan RWQCB NOI, and Draft SWPPP Document | $ 10,090 | $ - | $ - | $ - | $ - | | | $ 10,090 |
| ***SubTotal - Phase 3*** | **$ 42,370** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 42,370** |
| 4a 60% Plans | $ 134,270 | $ - | $ 5,400 | $ 22,800 | $ 9,080 | | | $ 171,530 |
| 4b Preliminary Design Report | $ 9,740 | $ - | $ - | $ - | $ - | | | $ 9,740 |
| 4c. 60% Cost Estimate | $ 3,780 | $ - | $ - | $ 1,940 | $ 740 | | | $ 6,460 |
| 4d Utility Coordination & Base Map Updates | $ 4,290 | $ - | $ - | $ - | $ - | | | $ 4,290 |
| 4e Utility Potholing Services & Point Survey (8 potholes) | $ 3,370 | $ - | $ - | $ - | $ - | | $ 24,000 | $ 27,370 |
| ***SubTotal - Phase 4*** | **$ 155,450** | **$ -** | **$ 5,400** | **$ 24,740** | **$ 9,800** | **$ -** | **$ 24,000** | **$ 219,390** |
| 5a 90% Plans | $ 86,770 | $ - | $ 2,160 | $ 19,370 | $ 10,010 | | | $ 118,310 |
| 5b 90% Specifications | $ 22,690 | $ - | $ 2,160 | $ 3,560 | $ 1,480 | | | $ 29,890 |
| 5c. 90% Cost Estimate | $ 2,300 | $ - | $ - | $ 1,585 | $ 740 | | | $ 4,625 |
| ***SubTotal - Phase 5*** | **$ 111,760** | **$ -** | **$ 4,320** | **$ 24,515** | **$ 12,230** | **$ -** | **$ -** | **$ 152,825** |
| 6a 100% Plans | $ 52,270 | $ - | $ 1,080 | $ 11,410 | $ 4,880 | | | $ 69,620 |
| 6b 100% Specifications | $ 13,090 | $ - | $ 1,080 | $ 2,070 | $ 1,480 | | | $ 17,720 |
| 6c 100% Cost Estimate | $ 2,300 | $ - | $ - | $ 1,370 | $ 370 | | | $ 4,040 |
| ***SubTotal - Phase 6*** | **$ 67,660** | **$ -** | **$ 2,160** | **$ 14,850** | **$ 6,710** | **$ -** | **$ -** | **$ 91,380** |
| 7a 60% Design Updates | $ 15,050 | $ - | $ - | $ - | $ - | | | $ 15,050 |
| 7b 90% Design Updates | $ 11,390 | $ - | $ - | $ - | $ - | | | $ 11,390 |
| 7c 100% Design Updates | $ 5,890 | $ - | $ - | $ - | $ - | | | $ 5,890 |
| 7d Final Hydro/Hydraulic Memo | $ 4,620 | $ - | $ - | $ - | $ - | | | $ 4,620 |
| 7e PLRM Model | $ 10,200 | $ - | $ - | $ - | $ - | | | $ 10,200 |
| ***SubTotal - Phase 7*** | **$ 47,350** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 47,350** |
| 8a (As Directed) Preliminary Acquisition Support Services | $ 7,880 | $ - | $ - | $ - | $ - | $ 25,000 | | $ 32,880 |
| ***SubTotal - Phase 8*** | **$ 7,880** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 25,000** | **$ -** | **$ 32,880** |
| N/A, optional service | $ | $ | $ - | $ - | $ - | | | $ |
| ***SubTotal - Phase 9*** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| N/A, optional service | $ | $ | $ - | $ | $ | | | $ |
| ***SubTotal - Phase 6*** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Total Hours** | **3480** | **123** | **68** | **505** | **184** | | | |
| **TOTAL PROJECT COST** | **$ 458,900** | **$ 21,945** | **$ 11,880** | **$ 74,525** | **$ 32,440** | **$ 25,000** | **$ 24,000** | **$ 648,690** |

COMPENSATION TABLE

C-007-2020

C-081-2021

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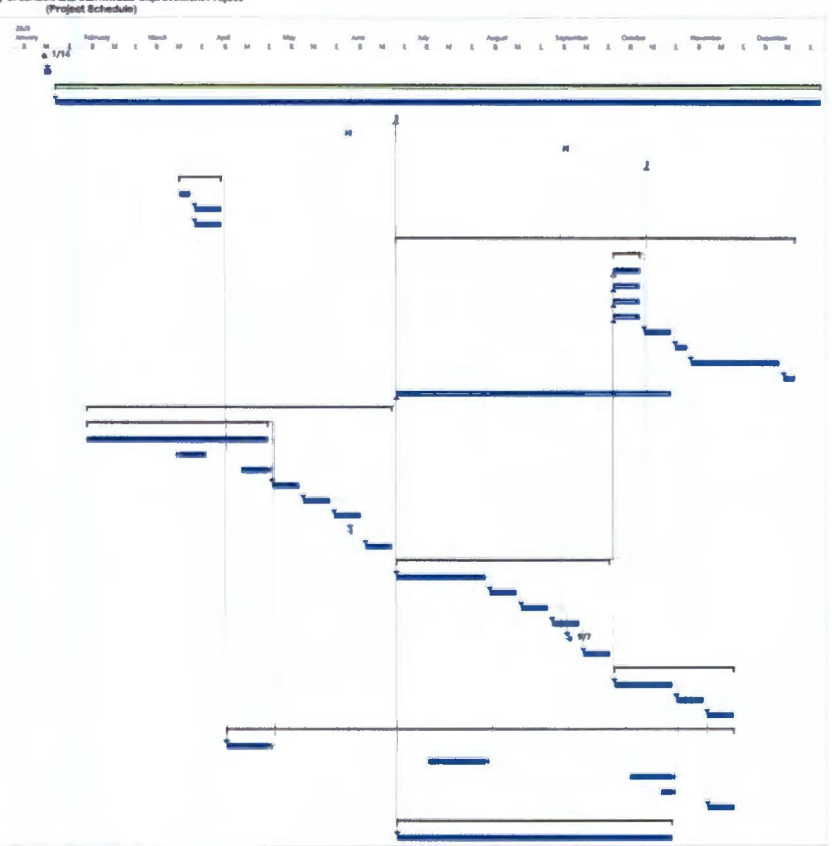
# Tahoe Valley Greenbelt and Stormwater Improvement Project
## (Project Schedule)

| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|---|
| 1 | | City Council Meeting (Agenda Item) | 1 day | Tue 1/14/20 | Tue 1/14/20 | |
| 2 | | Contracting / Notice to Proceed | 3 days | Wed 1/15/20 | Fri 1/17/20 | 1 |
| 3 | | **1. Project Management, Meetings, and Public Outreach** | **240 days** | **Mon 1/20/20** | **Wed 12/30/20** | |
| 4 | | Project Management and Coordination | 240 days | Mon 1/20/20 | Wed 12/30/20 | 2 |
| 5 | | Public Outreach/Property Owner Meeting | 1 day | Mon 6/22/20 | Mon 6/22/20 | 24,6 |
| 6 | | Funding, Regulatory Agency/TAC Meetings (1) | 1 day | Mon 6/1/20 | Mon 6/1/20 | 3755 |
| 7 | | Funding, Regulatory Agency/TAC Meetings (2) | 1 day | Mon 9/7/20 | Mon 9/7/20 | 9955 |
| 8 | | City Planning Commission / City Council Meeting | 1 day | Tue 10/13/20 | Tue 10/13/20 | 34 |
| 9 | | **2. Supplemental Site Surveying and Basemap Updates** | **15 days** | **Mon 3/16/20** | **Fri 4/3/20** | |
| 10 | | Topographic and Planimetrics Survey | 5 days | Mon 3/16/20 | Fri 3/20/20 | |
| 11 | | Topographic Base Map | 10 days | Mon 3/23/20 | Fri 4/3/20 | 10 |
| 12 | | Property Boundary Mapping | 10 days | Mon 3/23/20 | Fri 4/3/20 | 10 |
| 13 | | **3. Permitting and SWPPP Document** | **130 days** | **Mon 6/22/20** | **Fri 12/30/20** | |
| 14 | | Develop Draft Permit Applications and Supporting Documents | 10 days | Mon 9/28/20 | Fri 10/9/20 | |
| 15 | | TRPA EIP Project Permit Application | 10 days | Mon 9/28/20 | Fri 10/9/20 | 34 |
| 16 | | State WRCB Section 401 Water Quality Certification | 10 days | Mon 9/28/20 | Fri 10/9/20 | 34 |
| 17 | | Draft SWPPP Document | 10 days | Mon 9/28/20 | Fri 10/9/20 | 34 |
| 18 | | USACE Section 404 Authorization | 10 days | Mon 9/28/20 | Fri 10/9/20 | 34 |
| 19 | | City Review of Draft Documents | 10 days | Mon 10/12/20 | Fri 10/23/20 | 14 |
| 20 | | Update Draft Documents - Submit Agency Applications | 5 days | Mon 10/26/20 | Fri 10/30/20 | 19 |
| 21 | | Agency Review Permit | 30 days | Mon 11/2/20 | Fri 12/11/20 | 20 |
| 22 | | Incorporate Permit Conditions, and Final Permit Submittals | 5 days | Mon 12/14/20 | Fri 12/18/20 | 21 |
| 23 | | Caltrans Hydrology Coordination, and Encroachment Permit | 90 days | Mon 6/22/20 | Fri 10/23/20 | 24 |
| 24 | | **4. 60% Design Documents** | **100 days** | **Mon 2/3/20** | **Fri 6/19/20** | |
| 25 | | Develop Draft 60% Design Documents | 60 days | Mon 2/3/20 | Fri 4/24/20 | |
| 26 | | 60% Plans and Cost Estimate | 12 wks | Mon 2/3/20 | Fri 4/24/20 | |
| 27 | | Utility Coordination, Potholing, and Basemap Updates | 10 days | Mon 3/16/20 | Fri 3/27/20 | 26SS+30 days |
| 28 | | Preliminary Design Report (draft) | 10 days | Mon 4/13/20 | Fri 4/24/20 | 26FF |
| 29 | | City Review of Draft Documents | 10 days | Mon 4/27/20 | Fri 5/8/20 | 25 |
| 30 | | Incorporate City Comments, and Submit 60% Plans to TAC | 10 days | Mon 5/11/20 | Fri 5/22/20 | 29 |
| 31 | | TAC Review Period, 60% Design | 10 days | Mon 5/25/20 | Fri 6/5/20 | 30 |
| 32 | | TAC Review Meeting, 60% Design | 1 day | Mon 6/1/20 | Mon 6/1/20 | 30FS+5 days |
| 33 | | Final 60% Design Documents, and Prelim Design Report | 10 days | Mon 6/8/20 | Fri 6/19/20 | 31 |
| 34 | | **5. 90% Design (PS&E) Documents** | **70 days** | **Mon 6/22/20** | **Fri 9/25/20** | |
| 35 | | Develop Draft 90% Design (PS&E) Documents | 6 wks | Mon 6/22/20 | Fri 7/31/20 | 24 |
| 36 | | City Review of Draft Documents | 10 days | Mon 8/3/20 | Fri 8/14/20 | 35 |
| 37 | | Incorporate City Comments, and Submit 90% Plans to TAC | 10 days | Mon 8/17/20 | Fri 8/28/20 | 36 |
| 38 | | TAC Review Period, 90% Design | 10 days | Mon 8/31/20 | Fri 9/11/20 | 37 |
| 39 | | TAC Review Meeting, 90% Design | 1 day | Mon 9/7/20 | Mon 9/7/20 | 37FS+5 days |
| 40 | | Final 90% Design Documents | 10 days | Mon 9/14/20 | Fri 9/25/20 | 38 |
| 41 | | **6. 100% Design (PS&E) Documents** | **40 days** | **Mon 9/28/20** | **Fri 11/20/20** | |
| 42 | | Develop Draft 100% Design (PS&E) Documents | 4 wks | Mon 9/28/20 | Fri 10/23/20 | 34 |
| 43 | | City Review of Draft Documents | 10 days | Mon 10/26/20 | Fri 11/6/20 | 42 |
| 44 | | Final 100% Design Documents | 10 days | Mon 11/9/20 | Fri 11/20/20 | 43 |
| 45 | | **7. Hydrologic/Hydraulic Analysis** | **165 days** | **Mon 4/6/20** | **Fri 11/20/20** | |
| 46 | | 60% Design Updates | 3 wks | Mon 4/6/20 | Fri 4/24/20 | 25FF,9 |
| 47 | | 90% Design Updates | 4 wks | Mon 7/6/20 | Fri 7/31/20 | 35FF |
| 48 | | 100% Design Updates | 3 wks | Mon 10/5/20 | Fri 10/23/20 | 42FF |
| 49 | | Hydro/Hydraulic Memo | 5 days | Mon 10/19/20 | Fri 10/23/20 | 48FT |
| 50 | | PLRM Model Update | 10 days | Mon 11/9/20 | Fri 11/20/20 | 43 |
| 51 | | **8. Easement and Real Property Services** | **90 days** | **Mon 6/22/20** | **Fri 10/23/20** | |
| 52 | | (as directed) Preliminary Acquisition Support Services | 90 days | Mon 6/22/20 | Fri 10/23/20 | 34 |




Project: Tahoe Valley (baseline schedule)
Date: Fri 1/3/20

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

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C-007-2020

# EXHIBIT C

## ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:

Stephen Peck, Principal

By:_____

# AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on January 14, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Cardno** ("CONSULTANT") is hereby amended as set forth below.

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

Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than June 30, 2021. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by June 30, 2021 shall constitute a material breach of this Agreement as amended.

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

**CITY OF SOUTH LAKE TAHOE**

By: _____
Ray Jarvis, Director of Public Works

**CONSULTANT**

By: _____
Stephen Peck
Senior Consultant/Principal

Business License # 0080171

**APPROVED AS TO FORM:**

_____
Heather Stroud, City Attorney

**ATTEST:**

_____ 1/25/2021
Susan Blankenship, City Clerk

CITY SEAL:

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 7

**Agenda Item:** Reimbursement Agreement with South Tahoe Public Utility District for the Bijou Project

**Executive Summary:** South Tahoe Public Utility District (STPUD) is working on replacing water lines in the City of South Lake Tahoe. STPUD plans to replace water lines in the Bijou neighborhood within South Lake Tahoe this year. It includes the replacement of approximately 4,600 linear feet of small diameter waterline with an 8-inch waterline, installation of 6 fire hydrants, 97 water services, trench patch, and miscellaneous paving. The funds generated from this agreement will be deposited into the City's Paving Fund for the annual Pavement Rehabilitation Program.

**Requested Action / Suggested Motions:** Pass a Motion to authorize and direct the Mayor to execute an Agreement with South Tahoe Public Utility District for payment in lieu of pavement repair as a result of water line replacement for the Bijou Water Replacement Project.
Responsible Staff Member: Anush Nejad, Director of Public Works

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

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

**Attachments**:

01-Staff Report - Reimbursement Agreement with STPUD.docx
02 - STPUD Pmt-in-Lieu Agreement with City for Bijou Pipeline Project.pdf

# City of South Lake Tahoe
# Report to City Council

## Meeting Date: March 15, 2022

**Title:** Reimbursement Agreement with South Tahoe Public Utility District (STPUD)

**Location:** Bijou Neighborhood

**Responsible Staff Member:** Randy Carlson, Associate Civil Engineer, (530) 542-6033
Mark Frisina, Resident Engineer, (530) 307-9607

**Background:** South Tahoe Public Utility District (STPUD) is working on replacing water lines in the City of South Lake Tahoe. STPUD plans to replace water lines in the Bijou neighborhood within South Lake Tahoe this year. The current Bijou project includes the replacement of approximately 4,600 linear feet of small diameter waterline with an 8-inch waterline, installation of 6 fire hydrants, 97 water services, trench patch, and miscellaneous paving.

Replacement of these pipelines will require STPUD to dig long trenches in City's streets and install service lines. STPUD work will significantly impact the City streets and require repaving a majority of the roads.

The Public Works Department oversees STPUD construction, and they are required to meet the City's Public Improvement and Engineering Standards (PIES) when working in City Right of way. Standard Details 60 and 62 from the PIES require any utility trench over 250 feet in length. In addition, when four or more service lateral trenches are dug within a City block, the utility company must repave an entire lane through the affected area.

STPUD included an alternate bid item for pavement restoration (2-inch mill and overlay) required by the City according to City's standards. The actual bid amount for this work is $4.00 per square foot, inclusive of all the City's anticipated costs.

STPUD has requested that the City include the paving work as a part of the City's pavement rehabilitation program. The City has approved a similar agreement with Southwest Gas (SWG) and another STPUD water line replacement for the Bowers Project. The STPUD agreement was approved by City Council on March 1, 2022. The in-lieu pavement fees will accumulate in the City's Paving Fund for the annual Pavement Rehabilitation Project to pave selected streets within the City.

**Issue and Discussion:** The Public Works Department proposes an agreement with STPUD that would permit them to deposit funds into the City's Paving Fund in exchange for not being required to meet specific paving requirements from Standard Details 60 and 62 of the City's PIES. The Public Works Department sees the following advantages to approving such an agreement:

1. The economy of Scale – Large-scale paving projects administered by the City will likely result in a greater volume of paving for a more competitive price.
2. Selection of Streets to be Paved - The City will determine which roads are in the greatest need of repaving and develop the annual Pavement Rehabilitation Project accordingly.
3. Selection of Pavement Treatments - The City will decide which pavement treatment is best suited for each roadway (i.e., cape seal, micro-pave, crack seal, or grind and overlay).
4. Quality of Pavement Work - The roads reconstructed as a part of the City's annual Pavement Rehabilitation Project will likely be of higher quality and last longer due to the materials the City specifies and construction oversite provided by the City.

STPUD is also interested in entering into the proposed agreement for the following reasons:

1. Allows STPUD to concentrate on water line replacements rather than paving.
2. Allows STPUD to speed up construction while also causing a minor disturbance in the neighborhoods.
3. Greater efficiency results in cost savings to utility customers.
4. Paving is not their area of expertise. STPUD prefers paving contractors to do the work instead.

The STPUD Board has approved the Bijou agreement with the City of South Lake Tahoe at their March 3, 2022, Board meeting.

**Financial Implications:** This agreement stipulates that STPUD will pay the City $4.00 per square foot, based on the actual unit bid price, for in-lieu paving as a part of their water line replacement program. The proposed agreement will result in a minimum of $205,400 and a maximum of $256,750 in lieu of the paving cost that STPUD will reimburse upon the completion of the project. The City will submit the invoice upon the completion of the project. Funds generated from this agreement will be deposited into the City Paving Fund (301-50005) for future pavement programs. Once the final amount is determined, a resolution will be presented to the Council for approval and deposit into the City Paving fund.

If this agreement is not approved, the Public Works Department will require STPUD to repave the road sections they worked on, and there will be no financial implications to the City.

**Environmental Considerations:** Approving this reimbursement agreement is not a project subject to environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(4) because it is the creation of a government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

**Policy Implications:** This agreement would require the City Council to waive the overlay paving requirements outlined in the City PIES Standard Drawings 60 and 62. This one-time waiver for STPUD only applies to the Bijou Water Line Replacement Project. A similar agreement with STPUD was approved by the City Council for the Bowers Road Project on March 1, 2022.

**Agreement for Road Repairs**
**Between**
**City of South Lake Tahoe &**
**South Tahoe Public Utility District**

This Agreement is made and entered into as of _____by and between the City of South Lake Tahoe, a municipal corporation ("City") and South Tahoe Public Utility District, a California Special District ("the District").

**Recitals**

1. In 2022, the District intends to replace waterlines and associated appurtenances as part of the 2022 Bijou 2/3 Pipeline Replacement Project in the Bijou neighborhood of the City of South Lake Tahoe in accordance with plans and the schedule attached hereto as Exhibit "A" ("Project").
2. The Project requires cutting the pavement surface to allow trenching and subsurface excavations within the City' s public rights- of way. Accordingly, on February 7, 2022, the District applied for an Encroachment Permit with the City of South Lake Tahoe, so that its contractor can construct the Project (the "Permittee").
3. As provided in the City's Encroachment Permit, the Permittee is required to repair the section of the road impacted by the Project in accordance with the City' s Public Improvements and Engineering Standards (PIES).
4. The City' s PIES requires full-width traffic lane pavement surface grinding and asphalt concrete overlay, two inches in depth where trenching work extends 250 linear feet or more. In addition, transverse pavement trenching in excess of 3 road cuts within 250 lineal feet of roadway also require full-width traffic lane(s) of pavement surface grinding and asphalt concrete overlay, two inches in depth.
5. For the purpose of the Project, the District prefers to limit the extent of pavement repair work performed by the Permittee and the District prefers to compensate the City in the amount provided in Exhibit B for the cost of pavement grinding and overlay of City streets required in accordance with the City' s PIES.
6. For the purpose of the Project, the City prefers receipt of payment from the District in lieu of Permittee performing the standard PIES required pavement grinding and overlay work.
7. The City has an annual pavement rehabilitation program that may involve grinding or pulverizing the full street width of existing pavement surfaces and paving streets with asphalt concrete pavement.
8. The City routinely enters into public works contracts to maintain City roads and may achieve economies of scale by including more road sections in future contracts. The parties desire to enter into this Reimbursement Agreement to achieve efficiencies and better service for their respective customers.

**I. DISTRICT Agrees:**

1. Instead of repaving the City-maintained roads following the Project, the District agrees to make permanent trench repairs and compensate the City, in the amount provided in Exhibit B, to repave the sections of City-maintained roads, which is the amount the District would have paid its contractor for pavement surface grinding and asphalt concrete overlay under the PIES ("Repavement Work").

2. For the purposes of this Agreement, the permanent trench repairs performed by the District in the Right-of-Way for the Project will be limited to repairing the pavement the width of the trench in accordance with the paving details presented in Exhibit A.
3. The District shall pay City for Repavement Work in the amount provided in Exhibit B, based on actual all-inclusive bid unit prices received by the District. The District's payment shall be made in a lump sum amount within 30 days of receiving a written payment request from the City.
4. In no case shall the District be responsible for additional reimbursement to the City for Repavement Work associated with the Project, regardless of any price escalation or increased costs to the City for its future paving work including the Repavement Work.

**II. CITY Agrees:**

1. City shall use the funds received for the Repavement Work towards repaving roads within the City of South Lake Tahoe.

2. All Repavement Work performed by the City shall be completed under a public works contract for road repair and be awarded through a competitive bid process in accordance with California Public Contract Code, section 22030 et seq. and all other applicable laws. City shall pay prevailing wage for the Repavement Work in accordance with California Labor Code section 1770 et seq. City shall require Payment and Performance Bonds in the amount of 100% of Repavement Work.

3. City will complete the paving of the Repavement Work at the appropriate time, in its sole discretion, based on the City' s annual paving needs and priorities.

**III. General Provisions**

1. Term/Time of Performance. This Agreement shall be effective as of the date written above, and shall terminate twelve (12) months after the effective date, or sooner if full payment has been made in accordance with the provisions of this Agreement or this Agreement is terminated in accordance with Section 3.

2. Payment. The City will prepare a written invoice based on the unit price for Repavement Work as defined in Exhibit B and the actual area of Repavement Work as determined by the method detailed in Exhibit B after completion of the Project. The City will submit the invoice to the District for payment within thirty (30) days after completion of the Project. The District will issue payment within sixty (60) after receipt of invoice.

3. Termination. This Agreement may be terminated by City or District for cause or without cause upon written notice of termination within thirty (30) days after Project bid opening. Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

4. Indemnity. The District shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney' s fees and costs incurred, brought for, on or account of, injuries or death to any person, including but not limited to workers, City employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of the District's performance under this Agreement, except for the sole or active negligence of the City, its officers and employees, or as expressly prescribed by statute. This duty of the District to indemnify and save City harmless includes the duties to defend set forth in California Civil Code section 2778.

City shall defend, indemnify, and hold the District, its officers, officials, employees, and volunteers harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney' s fees and costs incurred, brought for, on or account of, injuries or death to any person, including but not limited to workers, District employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of City' s performance under this Agreement, except for the sole or active negligence of the District, its officers and employees, or as expressly prescribed by statute. This duty of City to indemnify and save the District harmless includes the duties to defend set forth in California Civil Code section 2778.

5. Insurance Requirements. City and the District attest to having adequate insurance for General Liability and Automobile Liability, and in accordance with California Labor Code section 3700 for Workers' Compensation and shall provide evidence of insurance if requested to do so by the other party.

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

| | |
|---|---|
| If to City: | Public Works Director<br>City of South Lake Tahoe<br>1740 D Street<br>South Lake Tahoe, CA 96150 |
| Provide a copy to: | City Attorney' s Office<br>City of South Lake Tahoe<br>1901 Maloff Way, Suite 300<br>South Lake Tahoe, CA 96150 |
| If to the District: | General Manager<br>South Tahoe Public Utility District<br>1275 Meadow Crest Drive<br>South Lake Tahoe, CA 96150 |

7. Assignment. Neither party shall assign this Agreement or any part thereof of any monies due hereunder.

8. No Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and the Parties hereto expressly disclaim any such third-party benefit.

9. 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.

10. Dispute Resolution. The parties to this agreement hereby agree to meet and confer in good faith for the purposes of resolving any dispute under this agreement prior to bringing any action for enforcement.

11. 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.

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

13. 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.

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

15. 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.

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

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

CITY OF SOUTH LAKE TAHOE

_____
Devin Middlebrook, Mayor

SOUTH TAHOE PUBLIC UTILITY DISTRICT

_____
Kelly Sheehan, Board President

**APPROVED AS TO FORM**:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

ATTEST:

_____
Melonie Guttry, Clerk of the Board

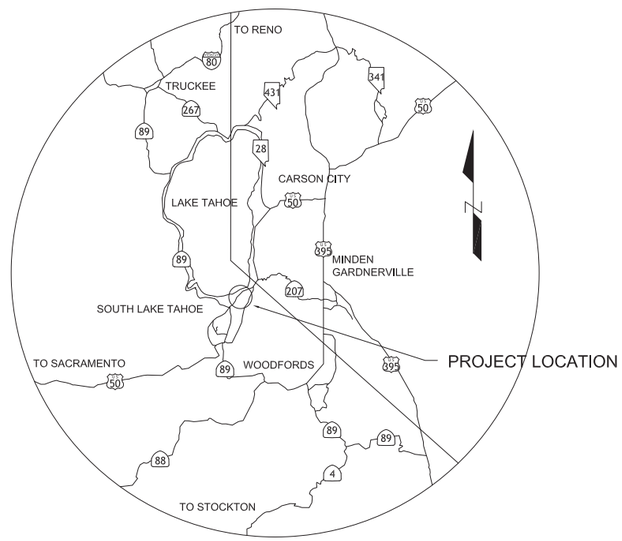
ATTACHMENTS:

Exhibit A: Project Plans and Schedule
Exhibit B: Costs for Repavement Work

# EXHIBIT A
# PLANS AND SCHEDULE

Schedule
Mobilization – May 1st, 2022
Demobilization – Oct 1st, 2022

# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT
# SOUTH TAHOE PUBLIC UTILITY DISTRICT




VICINITY MAP

BID-SET

BOARD OF DIRECTORS
SOUTH TAHOE PUBLIC UTILITY DISTRICT

DIRECTORS

NICK EXLINE
DAVID PETERSON
CHRIS CEFALU
SHANE ROSMOS
KELLY SHEEHAN

GENERAL MANAGER

JOHN A. THIEL, P.E.

APPROVED FOR PURPOSES OF GOVERNMENT CODE 830.6:

Julie H. Ryan — DECEMBER 17, 2021

JULIE H. RYAN, DISTRICT ENGINEER — DATE
P.E. NO. CE 59002
SOUTH TAHOE PUBLIC UTILITY DISTRICT

## SHEET INDEX

| SHEET | DWG | TITLE |
|---|---|---|
| 1 | G1 | COVER SHEET |
| 2 | G2 | SHEET INDEX |
| 3 | G3 | GENERAL NOTES |
| 4 | G4 | STAGING AREAS |
| 5-13 | P1-P9 | PLAN SHEETS |
| 14-17 | D1-D4 | DETAIL SHEETS |
| 18 | T1 | TRAFFIC PLAN |


SOUTH TAHOE PUBLIC UTILITY DISTRICT
Sewer . Water
1275 Meadow Crest Drive South Lake Tahoe, California 96150
Phone (530) 544-6474 Fax (530) 541-4319
WWW.STPUDUS


2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT COVER PAGE

REGISTERED PROFESSIONAL ENGINEER ADRIAN CORB No. 73243 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DATE: DEC 21
SCALE: NO SCALE
DRAWN: GAB/AC
FILE: BIJU23

G1
1 OF 18 SHEETS

GRAPHIC SCALE

100 0 50 100 200

1 inch =100 ft.

= SEZ ZONE

STREAM ENVIROMENT ZONE

NOTE:

1. CONTRACTOR SHALL EXPECT SHALLOW GROUNDWATER WILL BE ENCOUNTERED WITHIN 5 FT BGS IN SEZ ZONES. DEWATERING PER SPECIFICATIONS REQUIRED.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Sewer . Water . 1950 A PUBLIC AGENCY
1275 Meadow Crest Drive South Lake Tahoe, California 96150
Phone (530) 544-6474 Fax (530) 541-4319
WWW.STPUD.US

# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT SHEET INDEX

REGISTERED PROFESSIONAL ENGINEER ADRIAN COMI No. 73243 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DATE: DEC 21

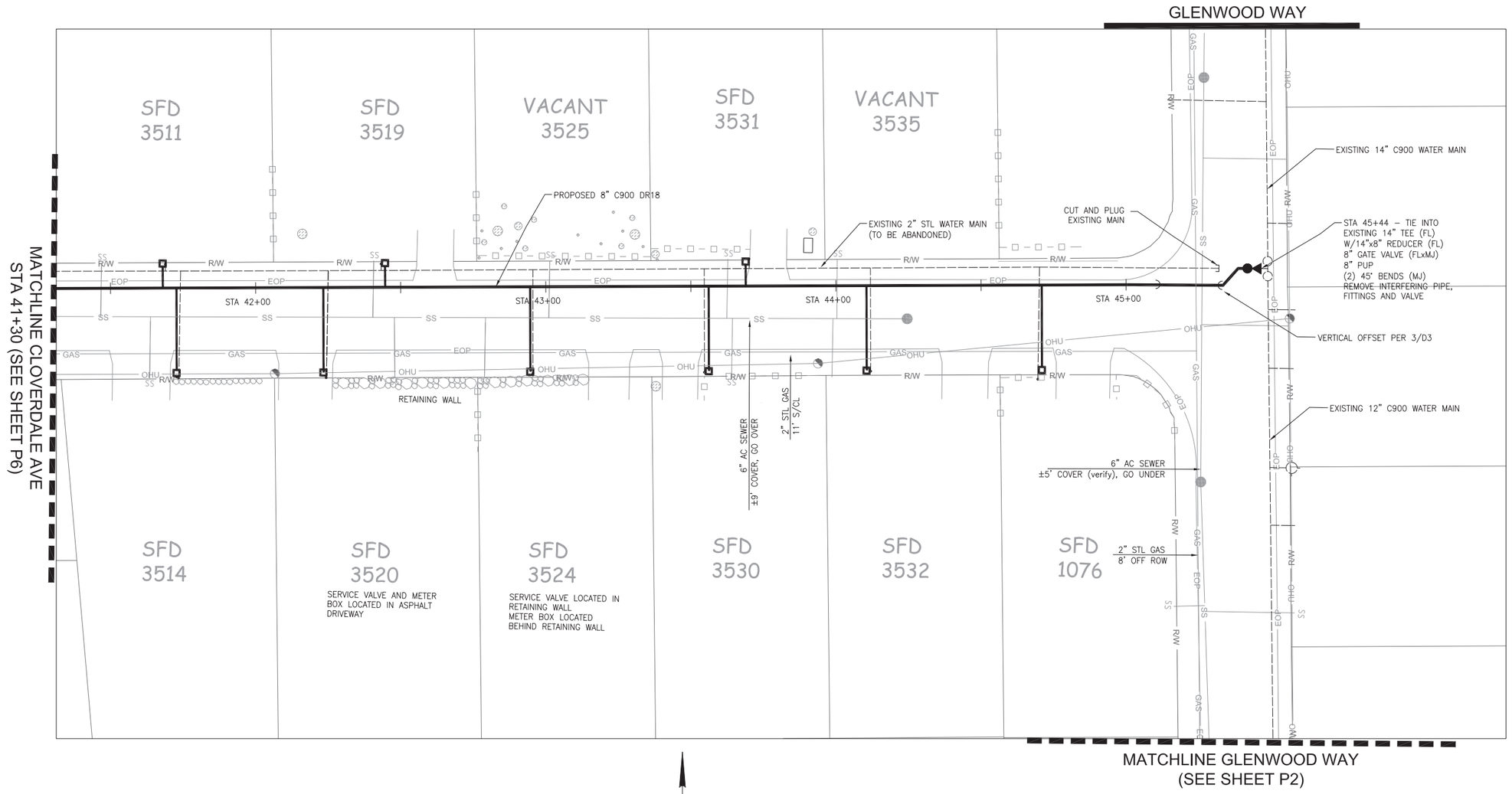
SCALE: 1:100

DRAWN: GAB/AC

FILE: BIJU23

G2

2 OF 18 SHEETS




NOTES:

1. ALL NEW SERVICES SHALL BE ¾" POLY PER DETAIL 2/D2 UNLESS OTHERWISE NOTED.
2. ALL MJ JOINTS SHALL BE RESTRAINED.
3. MAINTAIN 1' VERTICAL SEPARATION ABOVE ALL SANITARY SEWER OR STORM DRAIN CROSSINGS INCLUDING SEWER LATERALS WHILE MAINTAINING A MINIMUM OF 42" COVER ON THE NEW WATERLINE. IF CLEARANCE CANNOT BE MET, CROSS BENEATH EXISTING UTILITY PER DETAIL 3/D3 USING A FULL STICK OF C900 DR14 CENTERED BENEATH THE CROSSING AND RESTRAINED JOINTS.
4. MAINTAIN 3' MIN SEPARATION FROM EXISTING WATER MAIN TO PREVENT BLOWOUTS.
5. NEW WATER MAIN SHALL BE INSTALLED PER THE FOLLOWING DETAILS: 1/D1, 2/D1, 3/D1, 4/D1, 3/D3, 4/D3.

GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.

Know what's below. Call before you dig.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

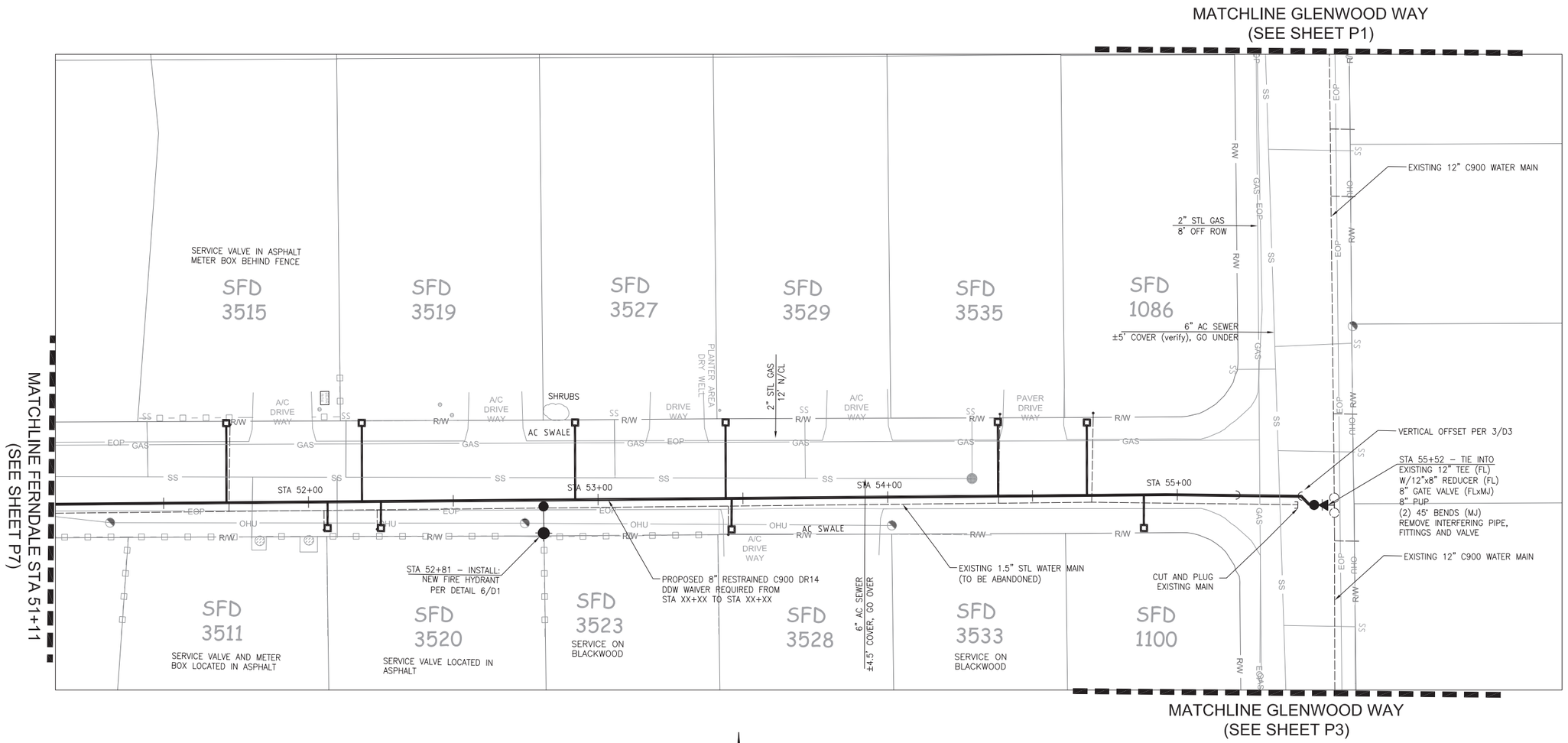
Sewer . Water . A PUBLIC AGENCY
1275 Meadow Crest Drive South Lake Tahoe, California 96150
Phone (530) 544-6474 Fax (530) 541-4319
WWW.STPUD.US

# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT CLOVERDALE AVE

REGISTERED PROFESSIONAL ENGINEER
JORDAN CONTRERAS
No. 73243
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DATE: DEC 21
SCALE: 1:20
DRAWN: GAB/AC
FILE: BIJU23

P1
5 OF 18 SHEETS

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GRAPHIC SCALE

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Know what's below. Call before you dig.

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Phone (530) 544-6474 Fax (530) 541-4319
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# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT FERNDALE

REGISTERED PROFESSIONAL ENGINEER
No. 73243
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DATE: DEC 21

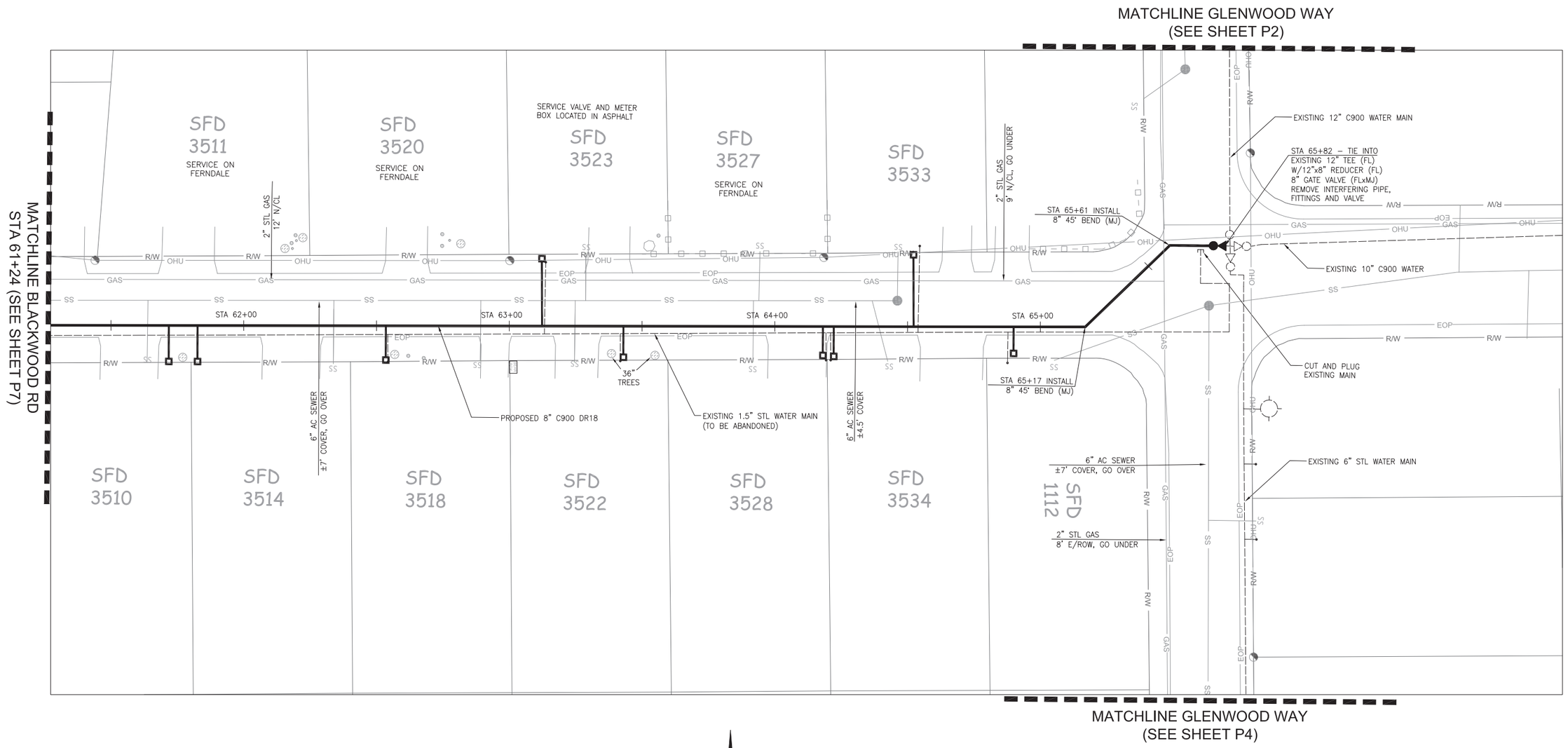
SCALE: 1:20

DRAWN: GAB/AC

FILE: BIJU23

P2

6 OF 18 SHEETS

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GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.

Know what's below. Call before you dig.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

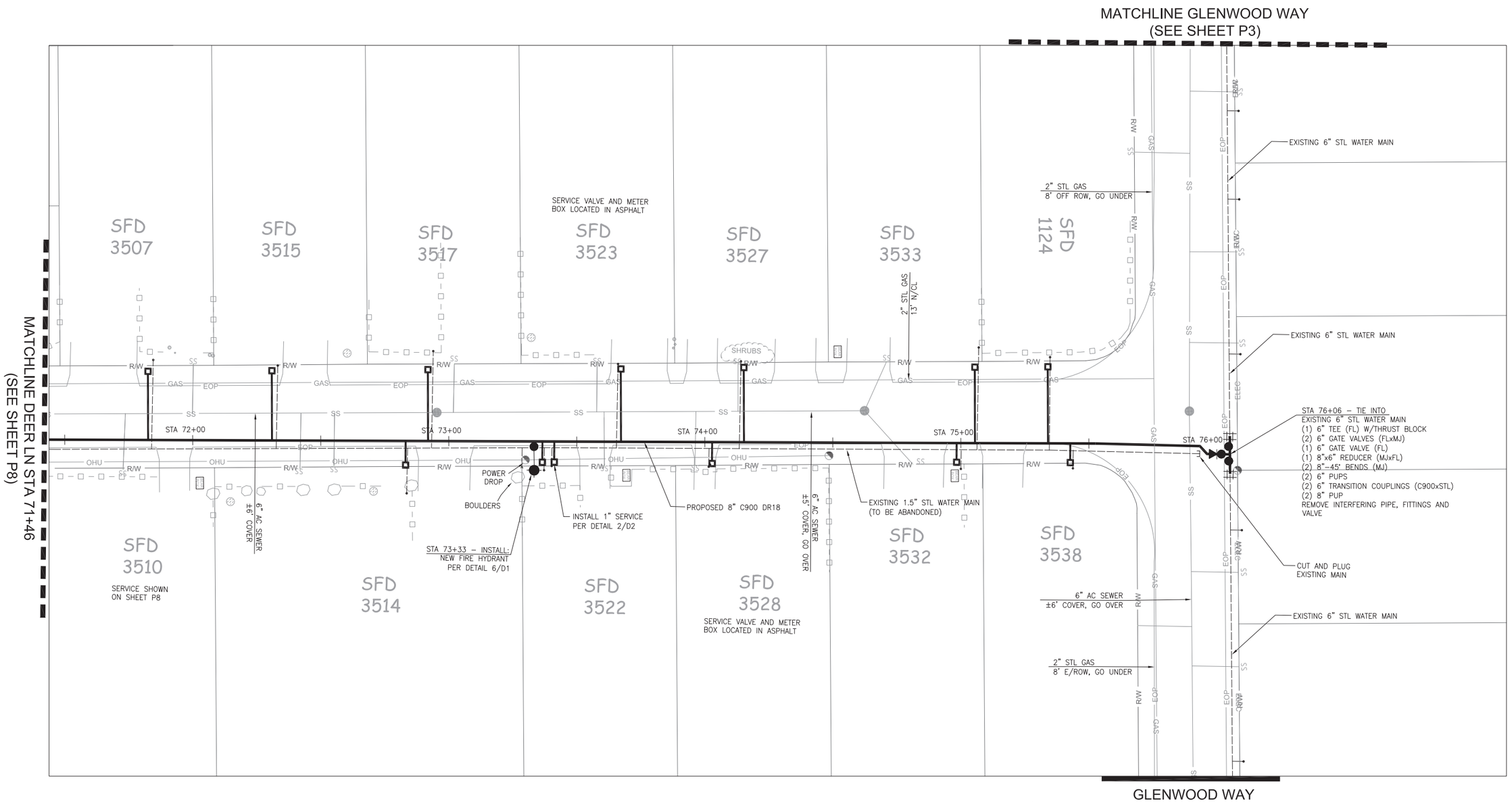
Sewer . Water . A PUBLIC AGENCY
1275 Meadow Crest Drive South Lake Tahoe, California 96150
Phone (530) 544-6474 Fax (530) 541-4319
WWW.STPUD.US

# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT BLACKWOOD RD

REGISTERED PROFESSIONAL ENGINEER JORIAN COLE No. 73243 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DATE: DEC 21
SCALE: 1:20
DRAWN: GAB/AC
FILE: BIJU23

P3
7 OF 18 SHEETS

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GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.

811 Know what's below. Call before you dig.

SOUTH TAHOE PUBLIC UTILITY DISTRICT
Sewer . 1950 . Water A PUBLIC AGENCY
1275 Meadow Crest Drive South Lake Tahoe, California 96150
Phone (530) 544-6474 Fax (530) 541-4319
WWW.STPUD.US

# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT DEER LN

REGISTERED PROFESSIONAL ENGINEER ADRIAN CORTAN No. 73243 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DATE: DEC 21

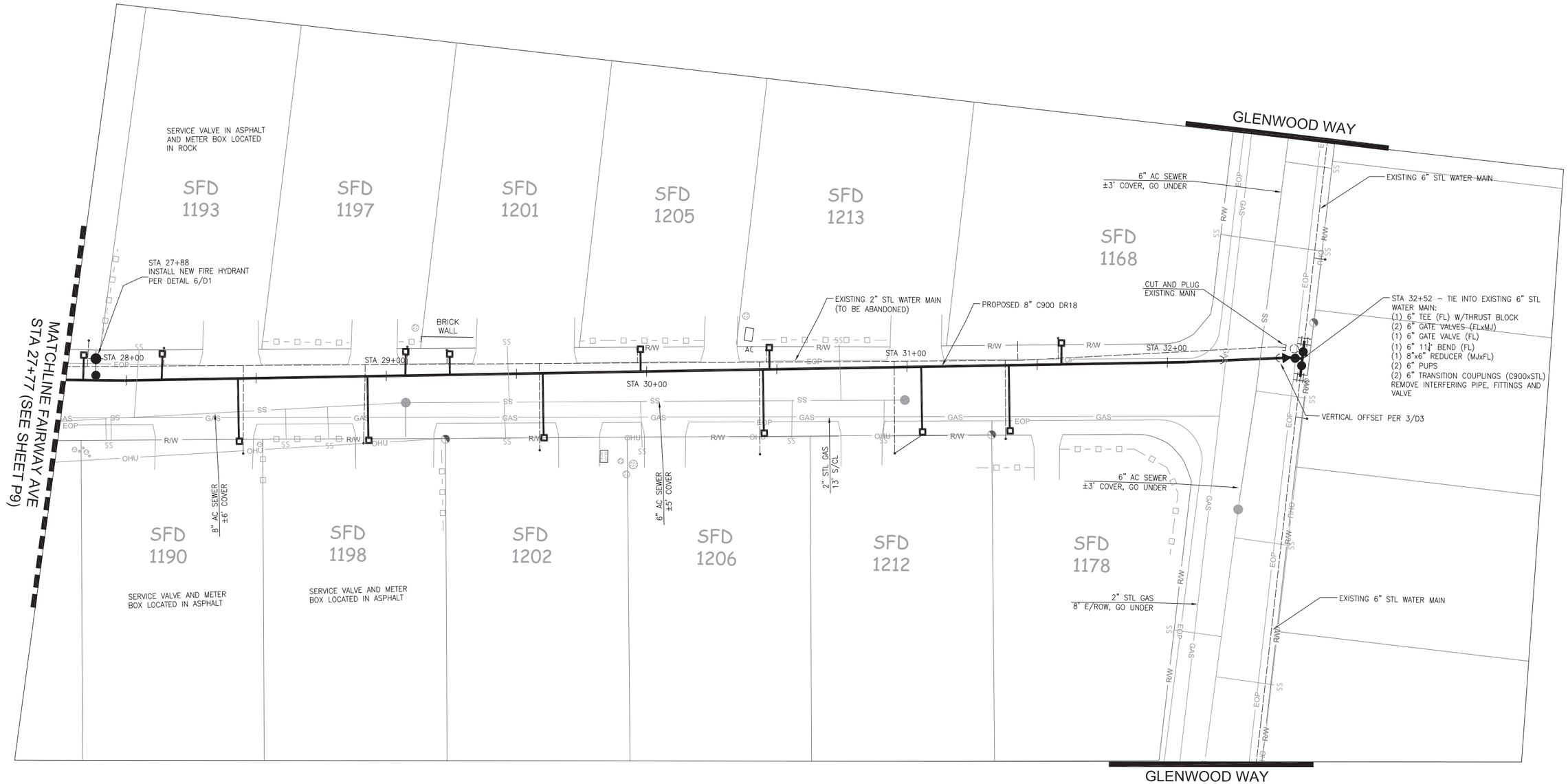
SCALE: 1:20

DRAWN: GAB/AC

FILE: BIJU23

P4

8 OF 18 SHEETS

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811 Know what's below. Call before you dig.

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Phone (530) 544-6474 Fax (530) 541-4319
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# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT FAIRWAY AVE

REGISTERED PROFESSIONAL ENGINEER ADRIAN CONI No. 73243 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DATE: DEC 21

SCALE: 1:20

DRAWN: GAB/AC

FILE: BIJU23

P5

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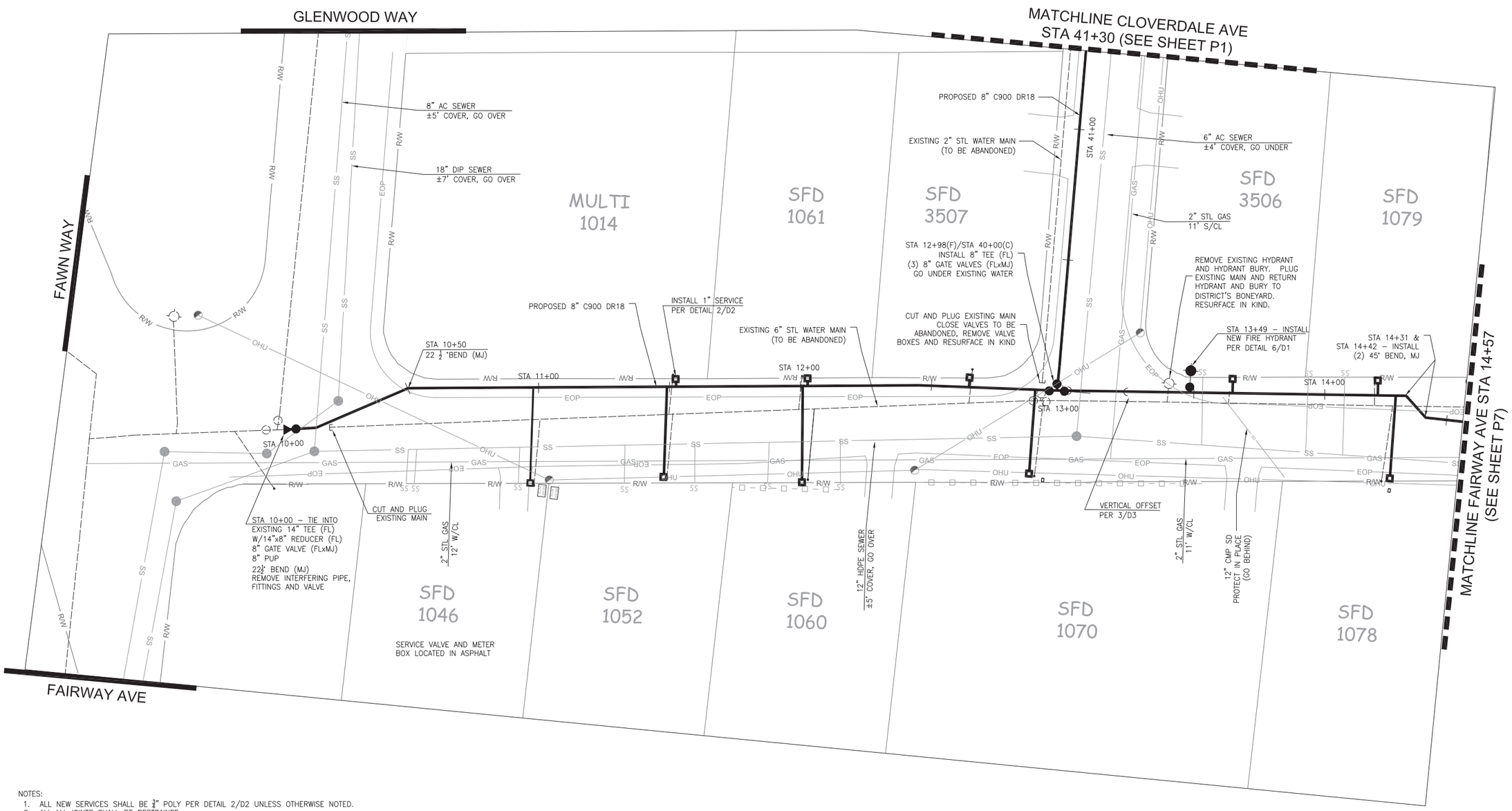


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GRAPHIC SCALE

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1 inch = 20 ft.

811 Know what's below. Call before you dig.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Sewer . Water . 1950 A PUBLIC AGENCY
1275 Meadow Crest Drive South Lake Tahoe, California 96150
Phone (530) 544-6474 Fax (530) 541-4319
WWW.STPUD.US

# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT FAIRWAY AVE

REGISTERED PROFESSIONAL ENGINEER
ADRIAN COMELLAS
No. 73243
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DATE: DEC 21

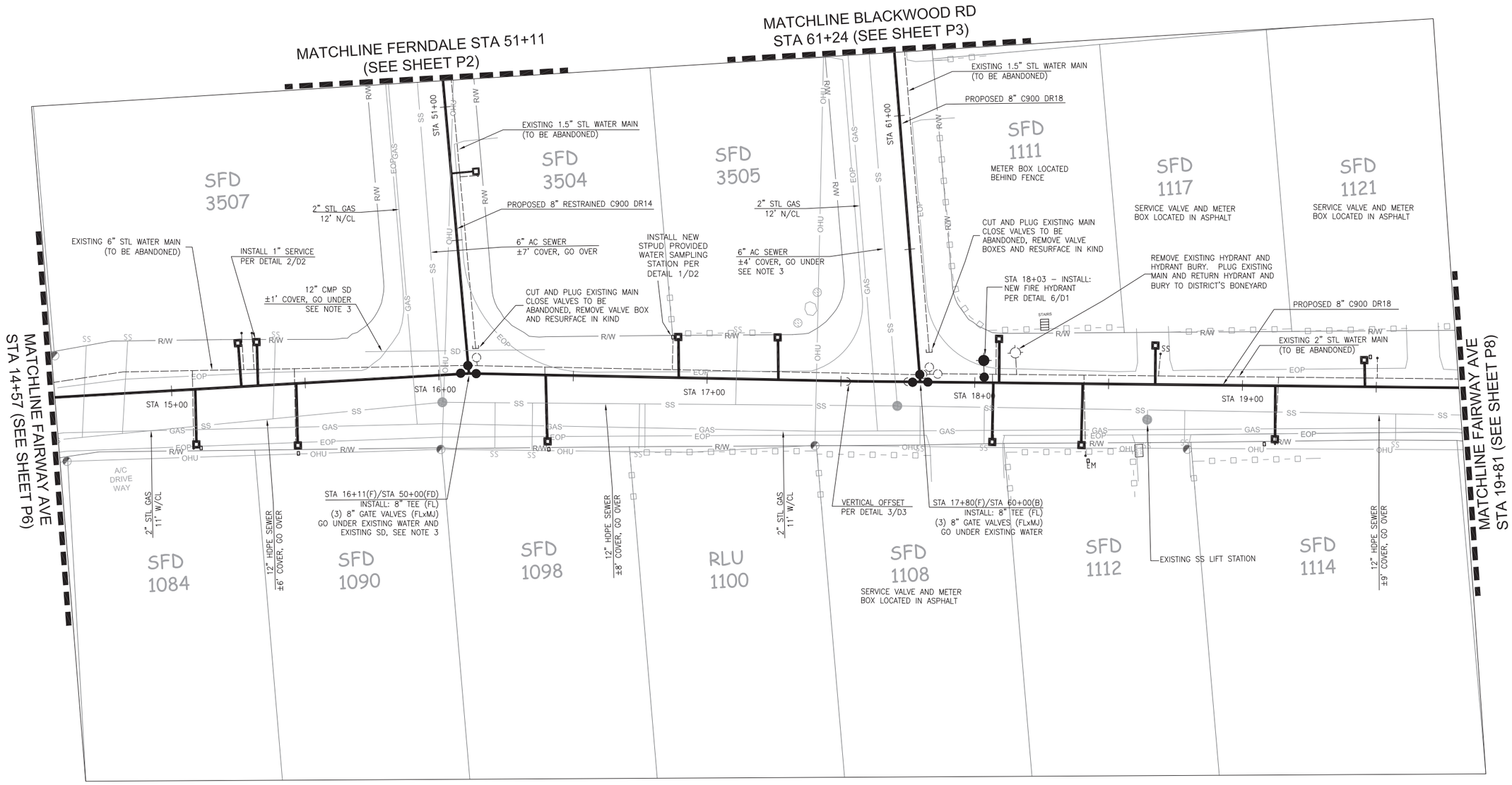
SCALE: 1:20

DRAWN: GAB/AC

FILE: BIJU23

P6

10 OF 18 SHEETS

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20 0 10 20 40

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Know what's below. Call before you dig.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Sewer . 1950 . Water A PUBLIC AGENCY
1275 Meadow Crest Drive South Lake Tahoe, California 96150
Phone (530) 544-6474 Fax (530) 541-4319
WWW.STPUD.US

# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT FAIRWAY AVE

REGISTERED PROFESSIONAL ENGINEER
JORDAN COMPTON
No. 73243
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DATE: DEC 21

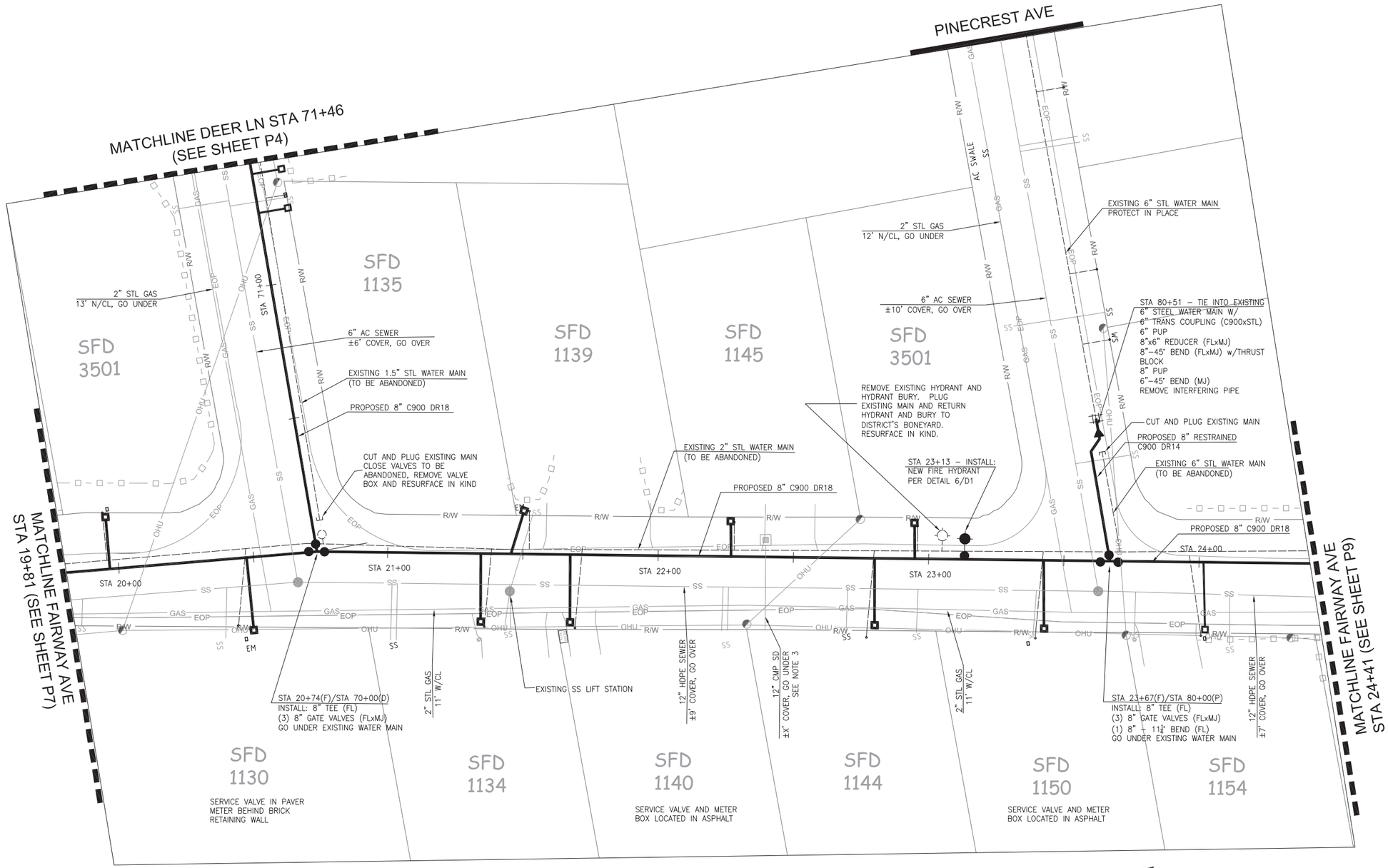
SCALE: 1:20

DRAWN: GAB/AC

FILE: BIJU23

P7

11 OF 18 SHEETS

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1 inch = 20 ft.

Know what's below. Call before you dig.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Sewer . 1950 . Water A PUBLIC AGENCY
1275 Meadow Crest Drive South Lake Tahoe, California 96150
Phone (530) 544-6474 Fax (530) 541-4319
WWW.STPUD.US

# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT FAIRWAY AVE

REGISTERED PROFESSIONAL ENGINEER
JORDAN COWLES
No. 73243
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DATE: DEC 21

SCALE: 1:20

DRAWN: GAB/AC

FILE: BIJU23

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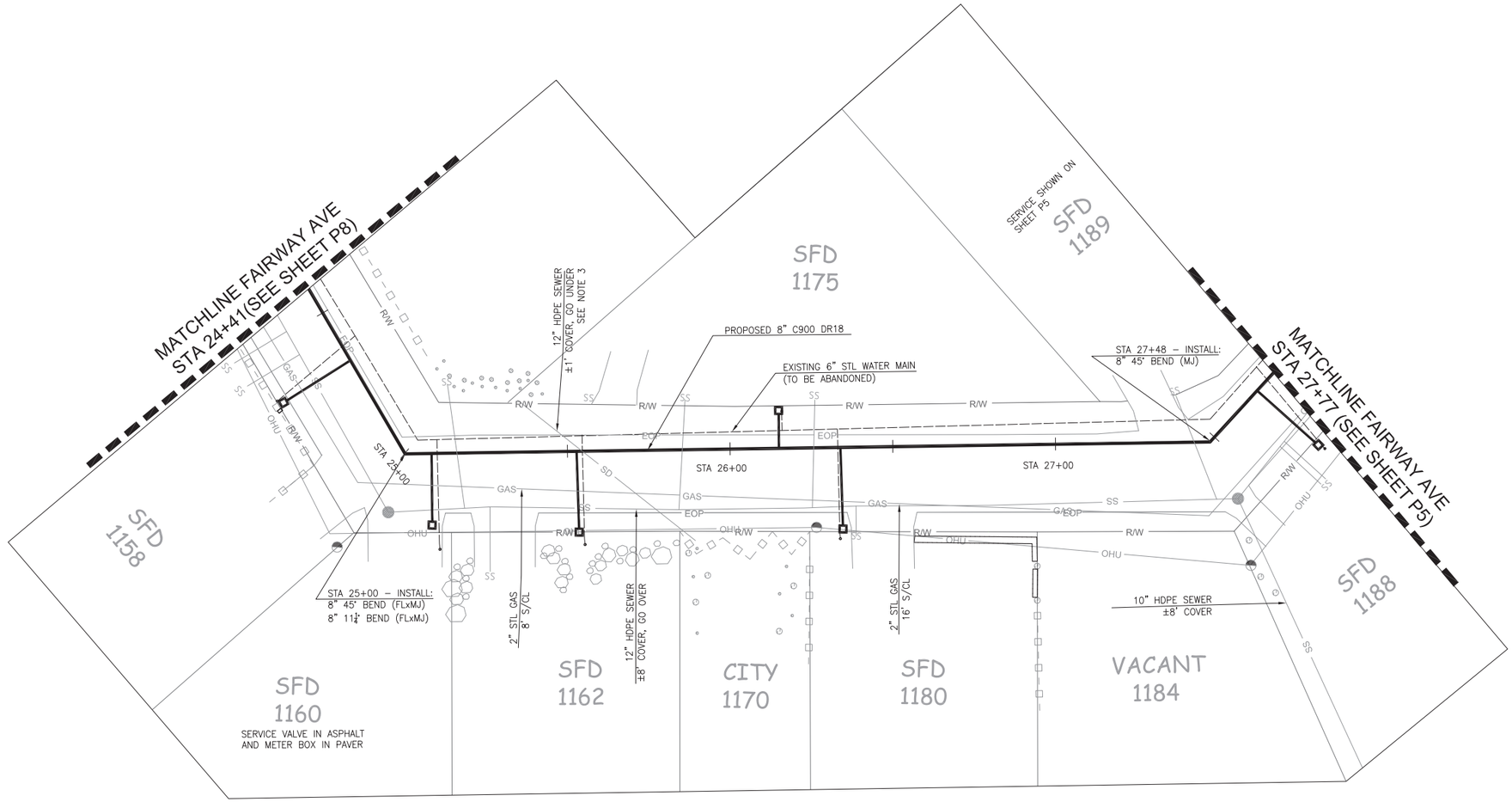
12 OF 18 SHEETS




NOTES:

1. ALL NEW SERVICES SHALL BE ¾" POLY PER DETAIL 2/D2 UNLESS OTHERWISE NOTED.
2. ALL MJ JOINTS SHALL BE RESTRAINED.
3. MAINTAIN 1' VERTICAL SEPARATION ABOVE ALL SANITARY SEWER OR STORM DRAIN CROSSINGS INCLUDING SEWER LATERALS WHILE MAINTAINING A MINIMUM OF 42" COVER ON THE NEW WATERLINE. IF CLEARANCE CANNOT BE MET, CROSS BENEATH EXISTING UTILITY PER DETAIL 3/D3 USING A FULL STICK OF C900 DR14 CENTERED BENEATH THE CROSSING AND RESTRAINED JOINTS.
4. MAINTAIN 3' MIN SEPARATION FROM EXISTING WATER MAIN TO PREVENT BLOWOUTS.
5. NEW WATER MAIN SHALL BE INSTALLED PER THE FOLLOWING DETAILS: 1/D1, 2/D1, 3/D1, 4/D1, 3/D3, 4/D3.

GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.

811 Know what's below. Call before you dig.

SOUTH TAHOE PUBLIC UTILITY DISTRICT
Sewer . Water . Recreation
A PUBLIC AGENCY
1275 Meadow Crest Drive South Lake Tahoe, California 96150
Phone (530) 544-6474 Fax (530) 541-4319
WWW.STPUD.US

# 2022 BIJOU 2/3 WATERLINE REPLACEMENT PROJECT FAIRWAY AVE

REGISTERED PROFESSIONAL ENGINEER ADRIAN COX No. 73243 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DATE: DEC 21

SCALE: 1:20

DRAWN: GAB/AC

FILE: BIJU23

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# EXHIBIT B
# COSTS FOR REPAVEMENT WORK

| Item | Value |
|---|---|
| Mainline Trench Length (ft)* | 4,280 |
| Lane Width (ft) | 12 |
| Repavement Area (sf)* | 51,350 |
| Bid Unit Price ($/sf) | 4.00 ** |
| Total Anticipated Repavement Cost ($)*<br>(Bid Unity Price x Repavement Area) | $ 205,400 |
| Maximum Authorized Repavement Cost ($)<br>Total Repavement Cost + 25% | $ 256,750 |

*Estimated value only. Actual Repavement Cost to be determined after construction, based on actual installed quantity of mainline trench in paved areas.
** Based on actual All-inclusive unit bid Items received by the District.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 8

**Agenda Item:** 2021-2022 Master Fee Schedule

**Executive Summary:** A public hearing was conducted at the March 1st, 2022 meeting which resulted in a couple changes from City Council. The 2021-2022 Master Fee Schedule incorporates CPI adjustments, reflects continuing efforts to promote full cost recovery for certain fees, incorporates market comparisons, and adds new fees adopted by City Council over the past year. The Master Fee Schedule seeks to balance the City's cost recovery goals, market conditions, and overall policy considerations.

**Requested Action / Suggested Motions:** Pass a Resolution adopting the Annual Master Schedule of Fees and Charges for City Services.
Responsible Staff Member: Mayra Bahr, Accountant I

**Responsible Staff Member:** Mayra Bahr, Accountant I, (530) 542-6061

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

**Attachments**:

01-Staff Report - 2022 Master Fee Schedule.docx
02-Resolution - Master Fee Schedule 2022.docx
03-Master Fee Schedule 2022 (Exh. A to Reso).pdf
04-Financial Policy.pdf

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

## Meeting Date: March 15, 2022

**Title:** 2021-2022 Master Fee Schedule

**Location:** Citywide

**Responsible Staff Member:** Mayra Bahr, Accountant I, (530) 542-6061;
Olga Tikhomirova, Director of Finance, (530)542-7431

**Background:** User fees in California are required to conform to the California Constitution (including Proposition 26) and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, or for entrance to or use of city property are generally excluded from the definition of "tax" under Proposition 26. Section 1(e) of article XIIIC of the California Constitution describes these exceptions. One of these exceptions is regarding fees for the use of City property such as the campground. These fees are not limited to cost-recovery and the city can charge whatever the market will bear.

**Issue and Discussion:** After a comprehensive user fee study in fiscal year 2014-2015 city staff continues to evaluate the fees and charges annually for appropriateness of the fee structure and the cost of the service provided. The comprehensive Financial Policies previously adopted by Council regarding user fees states:

> *The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services, the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund.*
>
> *…fees shall be adjusted by no less than the amount of the annual change in the Consumer Price Index.*

Staff's last CPI update was adopted by the City Council on March 16, 2021. It is fiscally prudent at this time to consider an adjustment of the fees by the CPI change that has occurred since the previously adopted period.

Consistent with the City Council motion passed at the February 19th, 2019 meeting, staff is using the San Francisco-Oakland-Hayward Urban All Items index (formerly the San Francisco-Oakland-San Jose Urban All Items index). This index has been historically utilized to apply an increase to those fees that are not restricted by either local market forces or otherwise dictated by state or local laws and ordinances. The current rate of increase is 4.24%. Excluded from the change are fees that are bound by agreement or are limited by State or City Code. Further consideration for fee changes is as follows:

- Revenue derived from User Fees shall not exceed the cost of providing the overall service
- The method of collecting and assessing fees shall be as simple as possible
- Fee levels shall be sensitive to the market for similar services
- The cost recovery shall consider the community-wide benefit versus special benefit
- The cost recovery shall consider the financial benefit to the service user
- Consideration has been made for Proposition 26 requirements

The Master Fee Schedule attached shows the existing fees as well as the proposed fees to be in effect upon adoption by the City Council, or as soon thereafter as practical. Also noted is the dollar amount of the change, which in most cases is minimal.

**AREAS OF EXCEPTION TO THE PROPOSED 4.24% INCREASE AND OTHER CHANGES:**

*Recreation Services:* Per recommendations noted in the 2015 City Wide Fee Study, Recreation Program fees are market based. As such staff decided to reject CPI increase on some programs and accept it in other programs where fees were below market rate. Where CPI increase was rejected, the program fees were compared to similar providers in the area like Kahle Community Center, Carson Valley Swim Center, and Incline Village Parks and Recreation. Staff also proposed to adjust an existing fee and proposed new fees.

The fee staff decided to adjust is the security deposit and/or cleaning fees for group rentals. Staff proposed to change this from only a $500 minimum to a range of $500 minimum or $1,500 maximum. Staff plans on charging the higher deposit to groups hosting events serving alcohol. Historically, renters serving alcohol tend to create a bigger mess and forgo the deposit. Staff hopes that the higher deposit will discourage renters from doing so.

Two new fees were proposed due to the increasing number of special event requests for outdoor venues. These new fees are Community Playfield Parking Lot Rental and Special Event Vendor Fee. The fees proposed for these programs are comparable to what Lake Tahoe Unified School District charges for the middle school parking lot for event space and current fees charged by a third-party event producer for Live at Lakeview Summer Concert Series.

In keeping with their strategic priority for recreation and equitable access for those who need financial assistance, staff also proposed two new fees in the Facility Day Use section. These new reduced fees are aimed at Medi-Cal, WIC (Women, Infants and Children program), and Veteran members. The fees are Adult: 18 and Over and Youth: 18 Years and Under and are under the heading of Daily Day Rate for Medi-Cal, WIC, and Veteran Participants.

Lastly, staff removed membership fees that it no longer offers in the Ice Arena section and the Boat Ramp fees were moved to Parks and Recreation from Public Works.

*Development Services:* Staff accepted all CPI increases for the current year. Although the Permit Technology Fee did not qualify for an increase using CPI, it has been three years since the last increase and the fee increased by $1 this year. Staff removed the Full Size Plan Copies for Customers fee and revised the Unit value for the Planning Review of Building Permit Fee. The unit change is to correlate fee units with billing units charged to the City by the hour by the consultant conducting plan reviews.

*Public Works:* Overall staff accepted all CPI increases for the current year with one exception as well as proposed new fees to replace obsolete ones.

The fees that staff removed were Plan Check & Inspection $1-100K / $101K-2M / and $2M+. These fees were replaced by Single / Multi / Large -Family Residential Public Works plan review fees and Commercial Development/Redevelopment Public Works plan review fees less than 1 acre and greater than 1-acre site. In general, the new proposed replacement fees are lower and simpler to calculate. This is due to a more streamlined approach to plan reviews based on staff's average review process time as well as no longer including estimates for inspection services. Inspection services are provided by the Development Services department.

The exception to the CPI increase is the fee for Parcel Merger/Lot Line Adjustment/Parcel Maps. Staff increased this fee by 36.31%, based on the average actual prices of contracted City surveyor fee plus staff time. Staff felt that the fee increase is a better reflection of actual contract service costs to the City.

*Fire Department:* Staff accepted all CPI increases for the current year.

*Police Department:* Staff rejected all CPI increases for the current year with a few exceptions. There was a code number correction on the schedule and an increase to the parking fine amount from $75 to $200 as per the City Code section 4.95.050 Enforcement that allows for the fine not to exceed $250. This City Code section relates to private parking in the city and is applicable to only one private parking lot excessively used by long term parking customers. A higher published fine would result in greater compliance rates with long term parkers moving to the appropriated parking area(s).

In continued efforts for greater compliance due to increased bear activity, the fees for Refuse and Garbage per the City Code section 4.150 and Unsuitable Trash Container per the City Code section 4.50.050 under Administrative Citations category were increased.

*Airport:* Staff accepted all CPI increases. Last year's Office Fee did not properly reflect the CPI increase therefore, this year's increase includes last year's CPI as well as this year's CPI to keep on track with current rates.

*City Clerk:* Staff accepted all CPI increases for the current year with one exception, the Notary Service fee, and proposed new fees to replace removed ones.

Staff removed the City Council Chamber Rentals (Room Use Only), City Council Chamber Rentals (With AV Equip. or Special Configurations), along with the corresponding 25% Reduced fee for Non-Profit or Government Agencies fees. The removed fees are replaced with City Council Chambers Use Application Fee and City Council Chambers Rental, M-F, 8-5 p.m. on a per application and per hour fee respectively.

*Finance:* The passage of Measure B on June 5, 2012 precludes any CPI changes to the tax rate per $1,000 of gross receipts and sets the maximum annual tax of $20,000; therefore, no changes to the Business and Professions Tax Rates are proposed. Furthermore, staff only increased select Administrative and Business License Fees including Technology Fee by CPI.

**Financial Implications:** Fees that are less than full cost recovery will be required to be subsidized by other General Fund revenues.

**Environmental Considerations:** None

**Policy Implications:** Implementation of the recommended fees for Fiscal Year 2021-2022 is consistent with the City's adopted Financial Policies of cost recovery for City provided services where applicable.

# Resolution 2022-XXX

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

**March 15, 2022**

# Adoption of the Annual Master Schedule of Fees and Charges for City Services 2021-2022

## BACKGROUND

A. User fees in California are required to conform to the California Constitution (including Proposition 26) and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, for entrance to or use of city property, and fines for violating the City Code are generally excluded from the definition of "tax" under Proposition 26. Section 1 (e) of article XIIIC of the California Constitution describes these exceptions.

B. Staff's last CPI update was adopted by the City Council on March 16th, 2021. It is fiscally prudent at this time to adjust fees by the CPI change that has occurred since the previously adopted period.

C. The City of South Lake Tahoe has conducted an analysis of the costs of its services, and wishes to recover the costs of providing services, such that general revenues are not diverted from general services to subsidize services.

D. Pursuant to Government Code Sections 66016 and 66018, certain specific fees to be charged for services must be adopted by the City Council by Resolution after providing and holding a public hearing. The City Council held a duly noticed public hearing on March 1, 2022.

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

1. Adopts the new fee amounts according to the implementation dates as set forth in the applicable codes and all fees and charges as presented in the Master Fee Schedule attached hereto as Exhibit "A".

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date: _____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

# Master Fee Schedule

Adopted March 15th, 2022

# City of South Lake Tahoe

Master Schedule of Fees and Charges for City Services

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# Recreation Complex

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **FACILITY RENTALS** | | |
| **Building Rental:** | | |
| Gymnasium | hourly | $64 |
| Meeting Rooms, Recreation Complex | hourly | $35 |
| Kitchen, Recreation Complex | hourly | $30 |
| Senior Center Large Multi-Purpose Room | hourly | $58 |
| Senior Center, Conference Room | hourly | $42 |
| Senior Center, Arts & Crafts Room | hourly | $42 |
| Public Shower Adult/discount for senior, disabled, youth | each | $3/$2 |
| Non-Profit Organizations | 25% Off Base Rate | 25% |
| Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation Complex | No Charge | $0 |
| Group Rentals May Be Subject to $500 minimum or $1,500 maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe | $500 (Security Deposit) | $500 Minimum or $1,500 Maximum |
| | | |
| **Pool Rental (Per Hour):** | | |
| Swimming Pool Hourly Rental Rate | hourly | $76 |
| Lifeguard Hourly Rate (Rental) | hourly | actual cost at fully burdened rate + overhead |
| | | |
| **Outdoor Park Facility Rentals:** | | |
| Alcohol Use Permit, City Sanctioned Public/Private Outdoor Facilities | each | $59 |
| Bijou Park, Kiwanis Picnic Shelter (4 Hours) | hourly | $157 |
| Bijou Park, Rotary Picnic Shelter (4 Hours) | hourly | $157 |
| Recreation Complex Group Picnic Areas (4 Hours) | hourly | $157 |
| Gazebos and Picnic Areas beyond 4 hour minimum rental | hourly | $42 |
| Private Rental: Regan Beach West and Lakeview Commons (Per Hour; 2-Hour Minimum) | Mon-Thur $/hr | $201 |
| | Fri & Sun $/hr | $260 |
| | Sat $/hr | $317 |
| **Public Special Event Park Rentals:** | | |
| Lakeview Commons Special Event Rental, Attendance up to 500 persons | day | $991 |
| Lakeview Commons Special Event Rental, Attendance 501-2,000 persons | day | $1,238 |
| Bijou Bike Park or Skate Park Rental | day | $231 |
| Disc Golf Course Rental for Tournaments & Special Events (Bijou Park) | day | $242 |
| Bijou Park Concession (absent lease agreement) | day | $272 |
| Bijou Park Sport Court (Per Day) | daily | $242 |
| Late Payment Penalty Fee 10% of total rental fee due | | |
| Community Playfield Parking Lot Rental | daily | $100 |
| Special Event Vendor Fee | Not to Exceed $125 per event | Not to Exceed $125 per event |
| Non-Profit Organizations | 25% Off Base Rate | 25% |
| Late Payment Penalty Fee 10% of total rental fee due | | |
| Group Rentals May Be Subject to $500 Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe | $500 (Security Deposit) | $500 |
| | | |
| **Facility Day Use (Includes Pool, Weight Room, Gym, Ping Pong, Foosball, Traversing Wall):** | | |
| Adult: 18-54 Year | each | $6 |
| Youth: 18 Years and Under | each | $4 |
| Senior 55 Years and Up or Permanent Disability | each | $5 |
| **Daily Day Rate for Medi-Cal, WIC , and Veteran Participants:** | | |
| Adult: 18 and Over | each | $3 |
| Youth: 18 Years and Under | each | $2 |
| **Multi-Use Passes:** | | |
| Adult – 20 Use | each | $80 |
| Adult – 90 Day | each | $160 |
| Senior or Permanent Disability – 20 Use | each | $50 |
| Senior or Permanent Disability – 90 Day | each | $120 |
| Youth – 20 Use | each | $45 |
| Youth – 90 Day | each | $95 |
| Individual Annual Pass | each | $225 |
| Family Annual Pass (up to 4 people) | each | $825 |
| South Tahoe Recreation Passport | each | $22 |
| Administrative Fee for replacement of annual passes only | each | $10 |

# Recreation Complex (cont.)

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **Swimming Programs:** | | |
| H2O Exercise: Adult 18-54 years | each | $7 |
| H2O Exercise: Senior or Permanent Disability | each | $6 |
| H2O Exercise: Adult 18-54 years - 10 Use Pass | each | $50 |
| H2O Exercise: Senior or Perm Disability – 10 Use Pass | each | $40 |
| H2O Exercise: Individual Annual Pass | each | $295 |
| Swimming Lessons (Group) 8 Class Session | each | $47 |
| Swimming Lessons (Group) 6 Class Session | each | $37 |
| Private Lessons (25 minutes) 1 Student | each | $31 |
| Private Lessons (25 minutes) 2 Students | each | $42 |
| Private Lessons (25 minutes) 3 Students | each | $52 |
| Master Swim Drop In | each | $10 |
| Master Swim Session (6 weeks) | each | $60 |
| Non-Profit Organizations | 25% Off Base Rate | 25% |
| | | |
| **Youth and Teens:** | | |
| Star Camp Care (pre- and post-camp child care, per hour) | each | $8 |
| Youth Adventure Camps | each | Fee based on production costs |
| Kid's Summer Day Camp | each | $35 |
| Kid's Summer Day Camp (Weekly Fee) | each | $150 |
| Kid's Summer Day Camp Multi-Child Discount | 10% off base fee | 10% |

# Golf Course

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| 9 Hole | each | $18 |
| Senior | each | $16 |
| 9 Hole Youth (14 and under, fee valid after 12 pm daily) | each | $11 |
| 9 Hole Family (1 adult & 1 youth (14 and under), after 12pm daily) | each | $22 |
| Add 9 Holes | each | $11 |
| Twilight | each | $15 |
| Cart Rental | each | $5 |
| Club Rental | each | $15 |
| Walker/Spectator | each | $5 |
| **Passes:** | | |
| 20 Use | each | $240 |
| 10 Use | each | $135 |
| 10 Use Twilight (after 3 pm) | each | $110 |
| 10 Use Senior | each | $120 |
| 10 Use Family (1 Adult & 1 Youth (14 and under) after 12 pm daily) | each | $160 |
| 10 Use Youth (14 and under, valid after 12 pm daily) | each | $85 |
| Individual Season Pass (no restrictions) | each | $450 |
| Administrative Fee for replacement of annual passes only | each | $10 |

# Campground

| Fee Description | Unit | Council Adopted 03/15/2022 |
|---|---|---|
| Spring/Fall - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee) | per day | $41 |
| Spring/Fall - Hook up, up to 6 people and 1 car (includes $10 infrastructure fee) | per day | $50 |
| Summer - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee) | per day | $45 |
| Summer - Hook up, up to 6 people and 1 car (includes $10 infrastructure fee) | per day | $56 |
| Spring/Fall Tent Cabins 1-5 (includes $10 infrastructure fee) | per day | $62 |
| Summer Tent Cabins 1-5 Cabin (includes $10 infrastructure fee) | per day | $62 |
| Spring/Fall Deluxe Cabin and Tent Cabin 6 (includes $10 infrastructure fee) | per day | $90 |
| Summer Deluxe Cabin and Tent Cabin 6 (includes $10 infrastructure fee) | per day | $90 |

# Campground (cont.)

| Fee Description | Unit | Council Adopted 03/15/2022 |
|---|---|---|
| Reservation Fee (non-refundable) | each | $10 |
| Cancellation Fee (within 48 hours from arrival date) | One night rental fee | Varies |
| Cancellation Fee | each | $10 |
| Dump Fee (charged to campers not staying in our campground) | each | $10 |
| Extra person | each | $6 |
| Visitor Day Use | each | $5 |
| Pets | each | $2 |
| Extra Vehicle (no holding tanks) | each | $6 |
| Motorcycles and Electric Scooters | each | $3 |
| Late Checkout Fees | per site | $10 |

# Boat Ramp**

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| Day Use | per day | $17 |
| Annual Pass | each | $138 |

****The Division of Boating and Waterways currently limits these fees to $17 for Day Use and $138 for an Annual Pass.**

# Ice Arena*

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **ICE ARENA:** | | |
| Learn to Play | n/a | Free |
| Morning School Skate | n/a | Free |
| School Skate Week (PE program) | n/a | Free |
| Military Discount (Served In combat area) | n/a | Free |
| Wounded Warriors (military event) | n/a | Free |
| Charity Events (i.e. St. Baldrick's), fees subject to review | n/a | Ice free all day |
| Ice Sheet Rental See schedule for rates by time | per hour | $468 |
| Party Room Full (hourly - 1 hour minimum) | per hour | $84 |
| | | |
| **SKATING PROGRAMS:** | | |
| Public Skate: Adult 18-54 years - varies | per person | $21 |
| Public Skate: Youth (between 5-18 years) - varies | per person | $21 |
| Public Skate: Child 5 & under - varies | per person | $8 |
| Public Skate: Senior 55 & up - resident | per person | $8 |
| Public Skate: Senior 55 & up - varies | per person | $21 |
| Blue Card (available to frequent users/members) | each | TBD |
| Skate Rental | each | $4 |
| Free Style - Drop - In | each | $16 |
| Hockey - Drop - In | per person | $16 |
| Hockey League: Adult 18-54 years, 10 games | each | $362 |
| Hockey League: Single Game | each | $31 |
| Hockey League: Youth | each | $108 |
| | | |
| **SKATING LESSONS:** | | |
| Skate/Hockey School: per lesson | per lesson | $15 |
| Private Skate lessons (1 student, 2 student, 3 or more) | per lesson | varies by instructor |
| | | |
| **City Sponsored Ice Programs:** | | |
| Partnerships with City recreation programs | fee determined by program type and need | fee determined by program type and need |
| | | |
| **Facility Rentals (various use agreements):** | | |
| Year Round Rentals for Rec Programs/Rec Center typically billed monthly | Refer to contract | Refer to contract |

***The listed Ice Arena Fees represent the maximum allowable charges.**

# Development Services - Building

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **Encroachment Permit:** | | |
| Encroachment Permit (each approach) includes overlays and replacements | each | $205 |
| Encroachment Permit Existing | each | $205 |
| Encroachment Permit Remove and Replace | each | $205 |
| | | |
| **Building Permit & Inspection:** | | |
| Building Permit Fee | % of valuation | 2% of valuation of $239 minimum |
| Active Building Permit Extension | each | $174 |
| Building Plan Review Extension | each | $174 |
| Building Plan Revision Checking | per hour / 1 hr min. | $116 |
| Expedited Plan Review | per hour / 1 hr min. | $231 |
| Stop Work Notice of Violation | each | $388 |
| Stop Work/Red Tag Permit Fee | each | 2x the Building Permit Fee |
| Special Building Inspections | per hour / 1 hr. min. regular working hours<br>per hour / 3 hr. min. outside of regular working hours | $161 |
| Reinspection Fee | per work, for which an inspection was requested, is not ready for inspection | $161 |
| Document Printing & Copying | per page | $0.10 |
| Permit Technology Fee | each permit | $11 |
| Illegal Unit Review | each | $1,004 |
| Admin Fee for Cost of Collection on Liens, Nuisance, etc. | % of collection costs | % of collection costs |
| Temporary Certificate of Occupancy Application | each | $161 |
| Flat Rate Temporary Power Meter Approval | each | $205 |
| Flat Rate SFD Electric Vehicle Charging Stations Interior Locations Only | each | $205 |
| Flat Rate SFD Gas Line Air Test | each | $205 |
| Flat Rate SFD Electrical Panel Change Our >200 Amps | each | $205 |
| Flat Rate SFD Window Change Out Like for Like Up to 5 Existing Openings Windows/Doors combined | each | $205 |
| Flat Rate SFD Generators Interior Locations Only | each | $205 |
| Flat Rate SFD Wall Heater Changeout | each | $205 |
| Flat Rate SFD Fireplace Changeout | each | $205 |
| Well Deconstruction (Electrical and Pluming Terminations) | each | $53 |
| Flat Rate Permit Water Heater | each | $205 |
| Flat Rate Permit Electrical Meter Release (reconnect Only - no new work) | each | $205 |
| General Plan/Community Plan/Area Plan Maint. Fee | each | $1.04 per $1,000 valuation |
| | | |
| **Vacation Home Rental Fees:** | | |
| Vacation Home Rental Permit Inspection Fee | each | $156 |
| Vacation Home Rental Permit Re-Inspection Fee | each | $94 |

# Development Services - Housing

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| Loan Subordination Fee | each | $1,961 |
| Multi-Family Dwelling Inspection Fee | each unit | $94 |
| Single Room Occupancy Inspection Fee | each unit | $94 |
| Reinspection Service | per hour / 1 hr. min. | $161 |
| Substandard Condition Inspection | each | $596 |

# Development Services - Planning

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **Allocations:** | | |
| Deposit – Building Permit | per application | $1,042 |
| Residential Permit Processing | per living unit | $711 |
| | | |

# Development Services - Planning (cont.)

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **General Permits:** | | |
| Major General Planning Application (variance, special use permit, major design review, wireless communications facilities, small wireless communications facilities) | application | $2,921 |
| Minor General Planning Application (minor variance, minor design review, eligible facilities request) | application | $925 |
| Permit Revision and/or Permit Extension | each | $544 |
| Categorical Exemption | each | $74 |
| Negative Declaration Review | each | $4,006 |
| Negative Declaration Preparation | each | $7,252 |
| EIR/EIS | each | Cost of consultant + 25% |
| | | |
| **Other Permits:** | | |
| Fence Permits | each | $264 |
| Home Occupation Permit | each | $133 |
| Minor Sign Review and Approval | each | $146 |
| Major Sign Review and Approval | each | $363 |
| Sign Application Revision | each | $146 |
| Locally Unique Sign Application | each | $2,921 |
| Major Temporary Activity Permit | each | $417 |
| Temporary Use Permit | each | $625 |
| Temporary Arts & Crafts Shows | per show | $642 |
| Certificate of Compliance (Subdivision Map Act) | each | $806 |
| Tentative Subdivision Map | each | $5,309 |
| Condominiumization of Existing Residential Dev. | each | $5,460 |
| | | |
| **Vacation Home Rentals:** | | |
| Vacation Home Rental Application fee | each | $497 |
| Vacation Home Rental Permit – Annual Fee | 4 or less occupants<br>5 to 8 occupants<br>9 to 12 occupants<br>13 or more occupants | $250<br>$500<br>$1000<br>$1,325 |
| Vacation Home Rental Permit Master Report | report | $63 |
| | | |
| **Hosted Rental Fees:** | | |
| Hosted Rental Permit | each | $261 |
| Hosted Rental Annual Renewal Fee | each | $261 |
| | | |
| **Cannabis Use Permit:** | | |
| Cannabis Use Permit | each | $5,278 |
| Cost Recovery Deposit Amounts for Cannabis Use Permit and Development Agreement | | |
| a) Retailer / Cultivator / Testing Lab/ Manufacturing/ Distribution | each | $21,800 |
| b) Microbusiness | each | $22,949 |
| Annual Inspection Fee | each | $1,906 |
| Re-Inspection Fee | each | $811 |
| | | |
| **Other Services:** | | |
| Zoning Letter | each | $230 |
| Document Copying | page | $0.10 |
| Planning Review of Building Permits | per hour/1 hr. min. | $116 |
| Admin Fee for Cost of Collection on Liens, Nuisance, etc. | % of collection costs | 25% |
| Special Event Review/Permit | each | $2,475 |
| Historic Determination | each | $216 |
| Public Notice Label Preparation | each | $213 |
| | | |
| **Planning Documents:** | | |
| General Plan Amendment | each | $8,855 |
| Community Plan Amendment/Area Plan/Plan Area Statement | each | $8,855 |
| | | |
| **Annexation:** | | |
| Annexation | each | Fully burdened hourly staff cost |
| | | |
| **Mobile Vending:** | | |
| Location Permit | each | $544 |
| New Vendor Permit | each | $164 |
| Renewal Permit | each | $82 |

# Public Works - Engineering

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| Street/Property Abandonment | each | $2,974 |
| Single-Family Residential Public Works plan review fee | each | $290 |
| Multi-Family Residential Public Works plan review fee (6 units or less) | each | $484 |
| Large Multi-Family Residential Public Works plan review fee (7 or more units) | each | $1,552 |
| Commercial Development/Redevelopment Public Works plan review fee (less than 1 acre site) | each | $484 |
| Commercial Development/Redevelopment Public Works plan review fee (greater than 1 acre site) | each | $1,552 |
| GIS Fee (special requests for information/maps) | each | $315 |
| Traffic Control Permit | each | $388 |
| Grading Fee < 3 cubic Yards (no fee) | project | $0 |
| Grading Fee 3 - 7 Cubic Yards | project | $514 |
| Grading Fee 8 - 350 Cubic Yards | project | $869 |
| Grading Fee 350+ Cubic Yards | project | $2,240 |
| Parcel Merger/Lot Line Adjustment/Parcel Maps | each | $2,718 |
| Final Subdivision Map | each | $6,308 |
| Obstruction Permit | each | $278 |
| Street Trench Permit (Greater Than 250 Cubic Yards) | each | $1,374 |
| Encroachment (Street Cut) Permit/Minor | each | $695 |
| Encroachment (Street Cut) Permit/Major; base + 1.5% of Construction value >$20,000 | each | $695 |
| Transportation Yearly Permit | each | $148 |
| Transportation Single Permit | each | $105 |
| Road Closure, One Day | day | $433 |
| Road Closure, 2-30 days | days | $712 |
| Monitoring Well Permit; price for each well up to 3 wells/locations. Greater than 3 is half price | each up to 3 | $425 |
| Monitoring Well Destruction, Each Well | each | $317 |
| Private Trench Crossings in Addition to the Encroachment Fee | each | $370 |
| Stop Work Fee | each | $655 |
| Investigation fees (grading work > 3 cubic yards without a City or other TRPA/Water Board Permit) | each | $596 |
| Storm water Inspection Fee: Commercial | each | $237 |
| Storm water Inspection Fee: Commercial Reinspection | each | $119 |
| Storm water Inspection Fee: Industrial | each | $297 |
| Storm water Inspection Fee: Industrial Reinspection | each | $119 |
| Easement Request/Review | each | $1,286 |
| Time Extension – Existing Permits | each | Equal to cost of the existing permit base fee |
| Special Agreement Review; actual costs on a time and material basis using staff hourly rates against a deposit based on scope estimation | project | Actual |
| Reproduction Fee | per 23x26 sheet file plans and record maps | $4 |
| Street Name Change; actual costs of City staff, equipment, and materials | each | Actual |
| Unapproved Work (ROW)/Correction Fee/Inspections of Repairs to City Infrastructure; deposit plus actual time and materials of various city staff | each | $858 |
| Street and Traffic Sign Installation, Replacement and Traffic Control Striping; actual costs of City staff, equipment, and materials | each | Actual |
| Special Event Review; includes Base fee then scalable by event size | each | $3,283 |
| Facility Setup/Takedown Fee; actual costs of staff which may include overtime if event is after normal business hours | each | Actual |
| Traffic Control Device Rental & Setup; minimum plus actual costs of equipment, labor and/or materials | each | $205 |
| Use of Equipment; base fee plus actual costs of labor | each | Actual |
| Tentative Subdivision Map | each | $3,294 |
| Condominiumization of Existing Residential Dev. | each | $1,558 |

# Fire Department

| Fee Description | Recovery USA | Unit | Adopted Fee 03/15/2022 |
|---|---|---|---|
| **Emergency Medical Service:** | | | |
| Advanced/Basic Life Support, incident response | | hourly | $483 + Medicare Mileage factor |
| Advanced/Basic Life Support – with standby to support air ambulance transport, incident response | | hourly | $937/hr |
| Advanced/Basic Life Support – with engine standby for CPR, incident response | | hourly | $937/hr |
| | | | |
| **County Fire Services:** | | | |
| Lake Valley Fire District Contract | | | Per agreement (with CPI) |
| Fallen Leaf Fire District Contract | | | Per agreement (with CPI) |
| | | | |
| **Wild Land Fire Suppression Fee:** | | | |
| Support Vehicle | | hourly | CA OES rate |
| Pumping Engine | | hourly | CA OES rate |
| Ladder Truck | | hourly | CA OES rate |
| | | | |
| **Motor Vehicle Accident:** | | | |
| Level 1 Basic Response | X | hourly | $1,052 |
| Level 2 Extrication | X | hourly | $1,594 |
| Level 3 Multi Casualty | X | hourly | $2,339 |
| | | | |
| **Hazardous Materials Clean-Up:** | | | |
| Level 1 Basic Response | X | hourly | $700 |
| Level 2 Full Alarm Response | X | hourly | $2,339 |
| | | | |
| **Bomb Response/Bomb Squad:** | | | |
| Level 1 Full Alarm Response | X | hourly | $1,052 |
| Level 2 Full Alarm Engine Response plus TD Bomb Unit | X | hourly | $2,339 |
| | | | |
| **Pipeline Breakage/Power Line Incidents:** | | | |
| Level 1 Single Engine | X | hourly | $1,052 |
| Level 2 Full Alarm Engine Response | X | hourly | $2,339 |
| Fire Hydrant Flow Test | | hourly | $306 |
| Witnessed Acceptance Test | | hourly | $306 |
| Fire Watch Service | X | | Actual costs |
| Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control) | X | hourly per engine | $2,339 |
| | | hourly per ladder truck | $2,339 |
| | | | |
| **Emergency Assistance to Boats/Water Incidents: Includes boat responses, swift water and ice rescues, etc.** | | | |
| Level 1 Single Engine | X | incident | $1,052 |
| | | | |
| **Rescue: Includes working with Search & Rescue for victim recovery, Rope Rescue, etc.** | | | |
| Level 1 in City | X | incident | $744 |
| | | | |
| **Miscellaneous Fees:** | | | |
| False Alarm Responses 1st/2nd offense | X | response | $156/$261 |
| Open Burning and Recreational Fires | | inspection | $248 |
| Arson Investigation - Includes scene safety, investigation, source ID, Arson dog, equipment use, mobile detection and report | X | investigation | At cost using fully burdened rate |
| Fire Investigation Reports | | report | $9 |
| Fire Incident Report | | report | $44 |
| Copies | | page | $0.11 |
| Photographs | | See police fee | See police fee |
| Video Tape Duplication | | See police fee | See police fee |
| Fireworks/Pyrotechnical Display Permit | | permit | $407 |
| Fire Dance Permit Annual Fee | | permit | $204 |
| Per Event Inspection | | each | $53 |
| | | | |

# Fire Department (cont.)

| Fee Description | Recovery USA | Unit | Adopted Fee 03/15/2022 |
|---|---|---|---|
| **Miscellaneous Fees (cont.):** | | | |
| Expert Testimony (includes case preparation, documents, etc.) | | per case | At cost using fully burdened rate |
| Special Event Review/Permit – Per Hour for Fire | | hourly | $188 |
| Expert Testimony (includes case preparation, documents, etc.) | | per case | At cost using fully burdened rate |
| Special Event Review/Permit – Per Hour for Fire | | hourly | $181 |
| | | | |
| **Fire Inspection Fees:** | | | |
| Auto Alarm/Ext System – 10 | | per inspection | $225 |
| Auto Alarm/Ext System – 100 | | per inspection | $548 |
| Suppression Sys–50 hds/Dry Chem sys | | per inspection | $225 |
| Suppression Sys-200 hds | | per inspection | $548 |
| Underground Main <2” | | per inspection | $110 |
| Underground Main >2” | | per inspection | $225 |
| Board 7 Care Facility 7-50 | | per inspection | $126 |
| Board 7 Care Facility 50+ | | per inspection | $311 |
| Day Care Facility 6+ | | per inspection | $110 |
| Fire Safety Plan Review – SFD | | each | $113 |
| Fire Safety Plan Review-MFD | | each | $238 |
| Basic Fire Inspection, <1k k sq. ft. | | each | $88 |
| Basic Fire Inspection, 1k - 4k sq. ft. | | each | $122 |
| Basic Fire Inspection, 4k - 9k sq. ft. | | each | $146 |
| Basic Fire Inspection, >9 k sq. ft. | | each | $185 |
| Child Care Inspection Occupancy Permit Non-Home | | each | $98 |
| Child Care Inspection Occupancy Permit Home | | each | $98 |
| Miscellaneous Fire Services | | each | At Cost |
| Re-Inspection | | each | $110 |
| Operational Permit and Inspection CFC 105.6 | | each | $231 |
| Tents Structure > 200 sq. ft. | | each | $110 |
| Defensible Space / Fire Hazard | | per hour | $154 |

# Police Department

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **Special Business Regulation:** | | |
| Other Permits – New | each | $430 |
| Other Permits – Renewal | each | $214 |
| Pedicab Permit – Owner/Operator New | each | $238 |
| Pedicab Permit – Owner/Operator Renewal | each | $84 |
| Pedicab Permit – Driver New | each | $141 |
| Pedicab Permit – Driver Renewal | each | $55 |
| Sidewalk Vending Permit – New | each | $150 |
| Sidewalk Vending Permit – Renewal | each | $25 |
| | | |
| **Other Police Functions:** | | |
| Misdemeanor Booking | per booking | $40 |
| Fingerprinting | each | $24 |
| Live Scan Fingerprinting | each | $17 |
| Local Criminal Clearance Letter | each | $10 |
| Towed Vehicle Release | each | $150 |
| Special Police Service | each | actual cost at fully burdened rate |
| DUI Incident Response – Police & Fire | incident | actual cost at fully burdened rate |
| Copy of Dispatch Event | report | $0.10 |
| Civil Subpoena | each | $280 |
| Restitution Rate | each | actual cost at fully burdened rate |
| Subpoena Duces Tecum | page + hourly + microfilm | .10 + $25 per hour per person + $.20 per microfilm |

# Police Department (cont.)

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **Other Police Functions (cont.):** | | |
| Govt. Code Controlled Activities | | actual cost at fully burdened rate |
| Other Special Activities | hourly | actual cost at fully burdened rate |
| Special Police Boat Service | hourly | actual cost at fully burdened rate |
| Equipment Reimbursement | each | Actual cost |
| Firearm(s) Release (by appointment only) | weapon | $40 |
| Ski Run Blvd. Vehicle Control | hourly | actual cost at fully burdened rate |
| Police Report Copy | pages | $5 |
| Tape Duplication – Audio | tape | $20 |
| Tape Duplication – Video | tape | $20 |
| Crime Scene/Police Photo Reproduction (CD photo) | CD | $20 |
| Special Event Review/Permit (Small Event): 124 or less | permit | $79 |
| Special Event Review/Permit (Medium Event): 125-299) | permit | $157 |
| Special Event Review/Permit (Large Event): 300 or more | permit | $313 |
| Non-Profit Special Event Review/Permit (Small Event): 124 or less | permit | $59 |
| Non-Profit Special Event Review/Permit (Medium Event): 125-299) | permit | $118 |
| Non-Profit Special Event Review/Permit (Large Event): 300 or more | permit | $235 |
| | | |
| **Taxicab Fees:** | | |
| Taxicab Company Permit | Annual | $5 |
| Taxicab Vehicle Permit | Annual per vehicle | $5 |
| Taxicab Driver Permit | Annual | $25 |
| | | |
| **Police False Alarm Response:** | | |
| 1st & 2nd False Alarm | | No charge |
| Excessive > 3 False Alarms | alarm | Per city code |
| Non Permitted False Alarm | | Per city code |
| Initial Permit Application – Resident, 3 year period | permit | $39 |
| Renewal Permit – Resident, every 3 years | permit | $18 |
| Initial Permit Application – Business, 1 year period | permit | $39 |
| Renewal Permit – Business, every year | permit | $18 |
| | | |
| **Vacation Home Rentals:** | | |
| Vacation Home Rental Permit – Late Fee On Renewal | violation | Counted as violation |
| Vacation Home Rental Permit Master Report | report | $60 |
| Vacation Home Rental Permit Label Report | report | $57 + cost of labels |
| Vacation Home Rental Permit – Annual Fee - Tourist Core | 4 or less occupants<br>5 to 8 occupants<br>9 to 12 occupants<br>13 or more<br>Fractional | $200<br>$350<br>$650<br>$850<br>$19.23 to $850 |
| | | |
| **Parking Program:** | | |
| Parking Garage | per 20 min/daily max | $1.25/$25 |
| Monthly Garage Pass April 1-Oct 31 | each month | $125 |
| Winter Full Week Pass Nov 1-Mar 31 | each month | $175 |
| 6 Month Pass | per 6 months | $500 |
| Parking validations - 1 packet of 50 - 1 hr validations | each packet of 50 | $50 |
| Electric Car Charging Electricity Fee | each | Rate as determined by STJPPA |
| Electric Car Charging Overstay Fee | each | Rate as determined by STJPPA |
| Parking – Bellamy/Transit Way | per 20 min/2 hr max | $1 |
| Parking – Upper Ski Run (identified in map) | per contract | per contract |
| Parking Citation - Kiosk Violations | per violation | $39 |
| | | |
| **Cannabis:** | | |
| Public Safety License Fee | each | $1,135 + $85 x's # of employees (fingerprint/background) |
| Public Safety License Renewal Fee | each | $1,135 + $85 x's # of employees (fingerprint/background) |
| **Public Safety Mitigation Fee Amounts:** | | |
| Retailer | each | $13,750 |
| Microbusiness with Retail | each | $21,250 |
| Testing Lab/Manufacturer, Cultivator, Distributor, Microbusiness without Retail | each | $7,500 |
| Delivery Component | each | $5,000 |

# Police Department (cont.)

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **Shared Mobility:** | | |
| Shared Mobility Device Fee | per device | $75 |
| | | |
| **Parking Citations:** | | |
| **City Code:** | | |
| 4.25.300 - Parking, Restricted Parking | Occurrence | $75 |
| 4.25.330 - No Stopping Zone | Occurrence | $75 |
| 4.25.360 - Time Limited Parking Zone | Occurrence | $55 |
| 4.25.370 - Parked in Excess of 72 Hours | Occurrence | $75 |
| 4.25.410 - Parked Wrong Side of Street | Occurrence | $25 |
| 4.25.440 - Designated Taxi Zone / Bus Stop | Occurrence | $75 |
| 4.25.590 - Parking Garage Payment Required | Occurrence | $75 |
| 4.25.600 - Parking Garage Parked within Parking Space | Occurrence | $55 |
| 4.25.620 - Use of Entrance and Exit | Occurrence | $75 |
| 4.25.740 - Paid Parking - No Ticket | Occurrence | $75 |
| 4.25.750 - Paid Parking Time Expired | Occurrence | $75 |
| 4.25.840 - Residential Parking / Permit Zone | Occurrence | $75 |
| 4.95.050 - Private Property - Restrictions | Occurrence | $200 |
| 7.05.420 - Area restricted-Snow Removal | Occurrence | $205 |
| All other City Parking Codes | Occurrence | $75 |
| | | |
| **California Vehicle Codes:** | | |
| 21113 - Parking on Public Grounds | Occurrence | $75 |
| 21113(a) - Unauthorized parking on public grounds | Occurrence | $75 |
| 21211(b) - Park in bike path | Occurrence | $75 |
| 21211a - Blocking designated bicycle path | Occurrence | $75 |
| 22500.1 - Parked In Fire Lane | Occurrence | $105 |
| 22500a - Park Within Intersection | Occurrence | $75 |
| 22500b - Park on Crosswalk | Occurrence | $75 |
| 22500d - Park Within 15ft Fire Station driveway | Occurrence | $105 |
| 22500e - Block Driveway | Occurrence | $75 |
| 22500f - Park on a Sidewalk | Occurrence | $75 |
| 22500g - Obstructing Traffic/HWY Construction | Occurrence | $105 |
| 22500h - Double Parking | Occurrence | $75 |
| 22500i - Park in Bus Loading Zone | Occurrence | $75 |
| 22507.8(a) - Handicap Disabled Only | Occurrence | $455 |
| 22507.8(b) - Block Disabled Stall/Space | Occurrence | $455 |
| 22507.8c - Parked in Handicap Crosshatch | Occurrence | $455 |
| 22514 - Within 15ft of Fire Hydrant | Occurrence | $105 |
| 22515 - Unattended Running Vehicle | Occurrence | $75 |
| 22523(b) - Abandoned Vehicle | Occurrence | $250 |
| 4000a - Expired Registration | Occurrence | $75 |
| 5204(a) - No Tabs | Occurrence | $75 |
| All other California Vehicle Codes | Occurrence | $75 |
| | | |
| **Administrative Citations*** | | |
| **City Code:** | | |
| 3.35.040 - No Business License | Occurrence | $100 |
| 3.50.380 (B) - Unpermitted VHR - Owner Responsible | Occurrence | $1,000 |
| 3.50.440 (A) - Vacation Home Rental (Maximum Occupancy - Occupant and Owner Responsible) | Occurrence | $500 |
| 3.50.440 (B ) - Vacation Home Rental (Parking Space Availability - Owner Responsible) | Occurrence | $250 |
| 3.50.440 (C )- Vacation Home Rental (Commercial Activity Prohibited - Occupant and Owner Responsible) | Occurrence | $500 |
| 3.50.440 (D) - Vacation Home Rental (Compliance with SLTCC - Owner Responsible) | Occurrence | $1,000 |
| 3.50.440 (E) - Vacation Home Rental (Posting of Permit - Owner Responsible) | Occurrence | $1,000 |
| 3.50.440 (F) - Vacation Home Rental (Marketing/Advertising Requirements - Owner Responsible) | Occurrence | $1,000 |
| 3.50.440 (G) - Vacation Home Rental (Authorization to Inspect - Owner Responsible) | Occurrence | $1,000 |

# Police Department (cont.)

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **Administrative Citations (cont.)*** | | |
| 3.50.440 (H) - Vacation Home Rental (Outdoor Spas/Hot Tubs prohibited between 10 p.m.-8 a.m. - Occupant and Owner Responsible) | Occurrence | $500 |
| 3.50.440 (I) - Vacation Home Rental (Interior Signage - Owner Responsible) | Occurrence | $1,000 |
| 3.50.440 (J) - Vacation Home Rental (Exterior Signage - Owner Responsible) | Occurrence | $1,000 |
| 3.50.440 (K) - Vacation Home Rental (Parking Requirements - Occupant and Owner Responsible) | Occurrence | $250 |
| 3.50.440 (L) - Vacation Home Rental (Noise and Amplified Music Prohibited between 10 p.m. - 8 a.m. - Occupant and Owner Responsible) | Occurrence | $500 |
| 3.50.440 (M) - Vacation Home Rental (Emergency Lighting - Owner Responsible) | Occurrence | $1,000 |
| 3.50.440 (N) - Vacation Home Rental (Lighting Design - Owner Responsible) | Occurrence | $1,000 |
| 3.50.440 (O) - Vacation Home Rental (Parking of Commercial Vehicle - Occupant | Occurrence | $250 |
| 3.50.440 (P) - Vacation Home Rental (Records Relating to VHR - Owner | Occurrence | $1,000 |
| 3.50.440 (Q) - Vacation Home Rental (Camping Prohibited - Occupant and Owner Responsible) | Occurrence | $500 |
| 3.50.440 (R ) - Vacation Home Rental (Trash/Bear Boxes Required - Owner Responsible) | Occurrence | $1,000 |
| 3.50.450 Vacation Home Rental (Operating without a Permit) | Occurrence | $1,000 |
| 4.150 - Refuse and Garbage | Occurrence | $150 |
| 4.35.020 - No Operator License - Mobile Vending | Occurrence | $100 |
| 4.40.020 - Nuisances Generally | Occurrence | $50 |
| 4.40.030 - Outdoor Display | Occurrence | $100 |
| 4.40.040 - Nuisances Generally - Noise | Occurrence | $100 |
| 4.45.040 - Abandoned Vehicle | Occurrence | $150 |
| 4.50.030 - Illegal Dumping | Occurrence | $1,000 |
| 4.50.050 - Unsuitable Trash Container - Commercial | Occurrence | $300 |
| 4.50.050 - Unsuitable Trash Container - Residential | Occurrence | $150 |
| 4.55 - Graffiti | Occurrence | $50 |
| 4.60 - Abandoned or Damaged Structure | Occurrence | $1,000 |
| 4.135.010 Police Service | Occurrence | $500 |
| 4.140.100 Private Patrols | Occurrence | $25 |
| 6.05 - Handbills | Occurrence | $100 |
| 6.10.160 - Exterior Lighting | Occurrence | $100 |
| 6.15 - Building Code Violation | Occurrence | $100 |
| 6.40 - Political Signs | Occurrence | $100 |
| 6.40.050 - Noncompliant Sign | Occurrence | $100 |
| 6.40.080 - Garage Sale Signs | Occurrence | $50 |
| 6.55.280 - No Home Occupation Permit | Occurrence | $100 |
| 6.55.810 - Marijuana | Occurrence | $1,000 |
| 7.05 - Sidewalk Snow Removal | Occurrence | $100 |
| 7.05.500 - Placing Snow in Right-of-Way | Occurrence | $100 |
| 7.05.560 - Sidewalk Snow Removal | Occurrence | $100 |
| All Code Violations Not Listed Above or Specified in the Code | Occurrence | $250 |

***The fines for a second and any subsequent violation within a 12-month period for all violations with the exception of Vacation Home Rental violations will be double that of the previous fine assessed. The above penalties shall not supersede fines and penalties listed in the current City Code for specific violations.**

# Airport

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| Office | square foot or agreement | $1.77 |
| Ground Lease Rate | square foot or agreement | $0.32 |
| Gratuitous Transportation | vehicle | $55 |
| Conference/Meeting Room hourly rental | hour | $30 |
| Conference/Meeting Room daily rental | day | $295 |
| Restaurant Facilities | Per agreement | Per agreement |
| Airport Terminal Lobby (upper/lower) hourly rental | hour | $58 |
| Airport Terminal Lobby (upper/lower) daily rental | day | $355 |
| Advertising | Negotiated | Negotiated |
| Advertising "Paper" Pick-Up Ads | monthly | $75 |
| Rental Car Ground Lease Area | Negotiated / Market Rate Conditions | Negotiated / Market Rate Conditions |
| Other Use of Terminal | Negotiated | Negotiated |
| | | |
| **Commercial Filming:** | | |
| Small Scale Commercial Filming (less than 50 persons); waived if City promotion | per day/winter | $428 |
| Small Scale Commercial Filming (less than 50 persons); waived if City promotion | per day/summer | $713 |
| Large Scale Film Production (film crew larger than 50 persons) – Prep / Strike Location | per day | $319 |
| Large Scale Film Production (film crew larger than 50 persons) – Filming Days | per day | $5,316 |
| Airport Escort Required on Filming Days | per day | $266 |
| Movement Area Filming (Runway and/or Taxiway)* | per day* | $2500* |
| Large Scale Filming (more than 50 persons) Security Deposit | Negotiated | Based on Location Agreement |
| Large Scale Film Production (film crew larger than 50 persons) – City Film Support for Permits, Police, Fire, etc. | Per Hour | Fully Burdened Rate of Employee Used |

***Any filming conducted on runways or taxiways defined as the Movement Area by the Federal Aviation Administration will have a $2,500 per day additional fee on top of other rates.**

| Aviation Use of Airfield**: | | Adopted Fee 03/15/2022 |
|---|---|---|
| Terminal Ramp Day Use; multiple use or 2 or more hours | day | $11 |
| Terminal Ramp RON Use Fee; 6 hours or more after 5:00 pm | night | $23 |
| Off Peak Season (September 11-May 30) Landing Fees Aircraft/Rotorcraft 6,001 lbs. ≤ X ≤ 11,999 lbs. | per 1,000 lbs. for aircraft over 6,001 lbs. Landing Weight | $2.53/1,000 lbs. |
| Off Peak Season (September 11 -May 30) Landing Fees Aircraft/Rotorcraft 12,000 ≤ X ≤ 29,999 lbs. | per 1,000 lbs. for aircraft between 12,000 and 29,999 lbs. Landing Weight | $3.11/1,000 lbs. |
| Off Peak Season (September 11 - May 30) Landing Fees Aircraft/Rotorcraft 30,000 ≤ X ≤ 59,999 lbs. | per 1,000 lbs. for aircraft between 30,000 and 59,999 lbs. Landing Weight | $3.60/1,000 lbs. |
| Off Peak Season (September 11 - May 30) Landing Fees Aircraft/Rotorcraft 60,000 ≤ X lbs. | per 1,000 lbs. for aircraft equal to or over 60,000 lbs. Landing Weight | $3.64/1,000 lbs. |
| Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 6,001 lbs. ≤ X ≤ 11,999 lbs. | per 1,000 lbs. for aircraft over 6,001 lbs. Landing Weight | $3.03/1,000 lbs. |
| Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 12,000 ≤ X ≤ 29,999 lbs. | per 1,000 lbs. for aircraft between 12,000 and 29,999 lbs. Landing Weight | $3.72/1,000 lbs. |
| Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 30,000 ≤ X ≤ 59,999 lbs. | per 1,000 lbs. for aircraft between 30,000 and 59,999 lbs. Landing Weight | $4.36/1,000 lbs. |
| Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 60,000 ≤ X lbs. | per 1,000 lbs. for aircraft equal to or over 60,000 lbs. Landing Weight | $4.88/1,000 lbs. |
| Fuel Flowage Fee | per gallon/per agmt | $0.11 |
| Non-Fixed Based Operators Use: e.g. Mechanics, Instructors, etc. | % of gross income if not paying rents & fees otherwise | 7.75% |

****Basing an Aircraft in an Airport Hangar does not count as "tenancy" for purposes of Commercial activities. Tenancy requires ground lease, concession agreement or terminal office rental agreement**

# Airport (cont.)

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **Other Fees:** | | |
| Automobile Parking; monthly | per space | $28 |
| Airport Parking Lot Rental 100 Spaces | 1/2 Parking Lot | $1063/day |
| Ground Transportation - Limousine; yearly | per company | $706 |
| Gratuitous Transportation – Taxi Cab; yearly, negotiable | vehicle | $35 |
| North GA or Terminal Ramp; hourly, 300 linear feet full width | hourly | $295 |
| North GA or Terminal Ramp; day, 300 linear feet full width | day | $3,540 |
| Taxiway A between H and J– North End; hourly | hourly | $295 |
| Taxiway A between H and J– North End; daily | day | $3,540 |
| Airport Technician | Fully burdened hourly rate | Fully burdened hourly rate |
| Dump Truck, Sander, Grader, Loader | hourly | $201 |
| Carpet Cleaning; includes equipment use +actual costs of City staff | hourly + actual | Fully burdened hourly rate |
| Airport Lease Security Deposit (refundable deposit) | each | $782 |
| Airport Key Card (refundable deposit) | each | $52 |
| Lost/Stolen Key Card Replacement (non- refundable) | each | $52 |
| Airport Hangar Key (refundable deposit) | each | $26 |
| Lost/Stolen Hangar Key Card Replacement (non- refundable) | each | $26 |

*****Local Emergency Agency Partners conducting training exercises to improve interagency airport emergency response is exempted from use fees**

**The T-Hangar complex is on a parcel of land approximately 275'x 663' including the taxi lanes. There are six buildings with a total of 48 aircraft hangars and seven storage areas as follows:**

| Fee Description | | | Aeronautical Use Adopted Fee 03/15/2022 | Non Aeronautical Use Adopted Fee 03/15/2022 |
|---|---|---|---|---|
| **Building** | **Qty Available** | **Size** | **Monthly Rent** | **Monthly Rent** |
| Daily Rate Aircraft Hangar Storage (not to exceed 30 continuous days rental) | (When Available) | All | $43/day | n/a |
| Building A | 3 | 42' box – 1,560 sf | $742 | $1,060 |
| | 1 | 48' box – 1,920 sf | $819 | $1,256 |
| | 1 | 60' box – 3,600 sf | $1,248 | $2,212 |
| | | | | |
| Building B | 7 | 45' tees – 1,350 sf | $646 | $918 |
| | 2 | 48' tees – 1,480 sf | $675 | $990 |
| | 2 | Storage – 674 sf | $364 | $481 |
| | | | | |
| Building C | 8 | 42' tees – 1,071 sf | $514 | $730 |
| | 2 | 42' el – 1,271 sf | $587 | $854 |
| | 1 | Storage – 357 sf | $152 | $232 |
| | | | | |
| Building D | 9 | 42' tees – 1,071 sf | $514 | $730 |
| | 1 | 42' el – 1,271 sf | $587 | $854 |
| | 1 | Storage – 357 sf | $152 | $232 |
| | 1 | Storage – 525 sf | $296 | $380 |
| | | | | |
| Building E | 10 | 42' tees – 1,071 sf | $514 | $730 |
| | 2 | Storage – 525 sf | $296 | $380 |
| | | | | |
| Building F | 4 | 48' box – 1,920 sf | $819 | $1,256 |
| | | | | |
| Hangar F4* | 1 | 48' box – 1,920 sf | $1,055 | n/a |
| | 1 | 10' Box - 800 sf | $364 | $523 |
| | | | | |
| Somermeier | 1 | 61' box – 3,111 sf | $1,445 | $2,095 |
| Improper Hangar Use Penalty. Tenants who represent to use the hangar for aeronautical purposes at a lower rate then use hangar for non-aeronautical use | Upon Complaint or Hangar Inspection | Not Applicable if Tenant notifies Airport Manager that they intend to change use from Aeronautical to Non-Aeronautical | $1,200 per occurrence + Adjustment of rental rate to non-aeronautical | N/A |

***Hangar F4 has a higher rate due to significantly more energy consumption due heated hangar for air ambulance.**

Rental rates listed above are based on a one-year lease. All leases are short-term leases (month-to-month) and all units are charged a flat monthly rate of $25 for electricity which is included in the monthly fee. These utility charges are based on average year-round usage. Hangar F4 is used for Air Ambulance Operations and expends significant energy on heating the hangar. As a result, this hangar is charged a higher utility rate to cover the increased cost.

# City Clerk

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| Appeals | per appeal | $345 |
| Document Printing and Copying, .10 per page plus postage | document page | $0.10 |
| City Council Chambers Use Application Fee | per application | $25 |
| City Council Chambers Rental, M-F, 8-5 p.m. | per hour | $40 |
| Video Meeting Electronic File Transfer, 1 per Drive | Thumb Drive | $5 |
| Verbatim Transcript Service | actual outsource cost | hourly or actual outsource cost |
| Notary Service | per signature | $15 |
| Agenda Mailing Service, .10 per page plus postage | agenda | .10 per page plus postage |
| Filming Application Fee | application | $178 |
| Public Property Use Fee (for filming only) | use | $696 |
| Temporary Sign Deposit (yard signs) | campaign | $158 |

# Finance

| Fee Description | Unit | Adopted Fee 03/15/2022 |
|---|---|---|
| **Business and Professions Tax Rates:** | | |
| Schedule A (per $1,000 gross receipts) | per 1,000 gross receipts | $1.07 |
| Schedule B (per $1,000 gross receipts) | per 1,000 gross receipts | $1.62 |
| Schedule C (per $1,000 gross receipts) | per 1,000 gross receipts | $2.14 |
| Schedule D (per $1,000 gross receipts) | per 1,000 gross receipts | $2.69 |
| Schedule E (per $1,000 gross receipts) | per 1,000 gross receipts | $3.22 |
| Schedule N (non-profit 501(c)(3); veterans; etc.) | n/a | $0.00 |
| Maximum Annual Amount of Tax (Measure B, June 2012) | application | $20,000 |
| Administrative Fee – New license application (Including $11 Business License Technology Fee) | application | $77 |
| Administrative Fee – New Business One Time 6 Month License Application | application | $38 |
| Administrative Fee – Annual Renewal (Including Business License Technology Fee) | application | $60 |
| AB1379 (amended SB1186; ADA info and access fee - State of CA mandated; effective 1/1/2018 through 12/31/2023) | per business certificate | $4 |
| Business License Technology Fee; collected with admin fee | business application | $11 |
| Business License Certificate – duplicate copy | certificate | $18 |
| Lien Release Fee | lien | Passed on to Seller through Escrow |
| Administrative Fee for Delinquent Refuse Collections | lien | $79 |
| | | |
| **TOT and Business License Reports:** | | |
| Delinquent Tax Analysis | per project | At cost using fully burdened hourly rate |
| Motel Tax Master (name/address listing) | per report | $57 |
| Individual TOT Report | per motel/per year | $17 |
| Vacation Home Rental Master Report | per report | $57 |
| Vacation Home Rental Label Report | per report | $57 + cost of labels |
| Business License Master Report, Standard Format | per report | $57 |
| Business License Master Report Requiring Specific Formatting Due to Information Request | per report | $57 + fully burdened hourly rate |
| Business License Label Report | per report | $57 + cost of labels |
| | | |
| **Miscellaneous Fees:** | | |
| Returned Check (NSF) Processing | per check | $25 |
| Geobase Information Service, Research | per project | At cost using fully burdened hourly rate |
| Stop Payment Fee | per check | At cost using actual bank charge |

# Financial Policies:
# Strengthening Financial Position

To preserve General Fund revenues, the City will take proactive steps to strengthen its financial condition. The following policies shall guide those efforts.

A. Diversified Economy and Revenues

1. Preservation of Commercial and Industrial Development Opportunities

The City shall diversify its economic base by encouraging a broad range of private sector commercial and industrial employment. While it is important to maintain an inventory of land zoned for residential use, the City shall carefully consider economic impacts before rezoning any commercial or industrial land to residential use. The City Council shall be presented with an analysis of trend data comparing percentages of residential development to commercial/industrial development.

2. Jobs/Housing Balance

The City shall promote an equal ratio of jobs to housing, and shall encourage the expansion of businesses that will provide opportunities for residents to work in the community.

3. Effect of Fees/Charges/Rates on Commercial and Industrial Development

In setting fees, charges, and/or rates on commercial and industrial development, the City shall evaluate the comparative fee structure of other neighboring jurisdictions. The City shall strive to implement fees, charges and/or rates that are competitive with other jurisdictions and that shall not have a negative impact on sales tax or other valuable sources of revenue.

B. Economic Incentives for Commercial and Industrial Development

The City shall provide economic incentives for commercial and/or industrial development when such incentives shall lead to a positive economic return for the City in terms of jobs, workforce housing opportunities, enhanced revenues, a more diversified economic base, or enhanced transportation or other public services. Any economic incentive policies shall be attached as an Appendix to this document.

C. Intergovernmental Revenues

1. Grants

   Grants from federal, state or private organizations are an appropriate and desirable means of enhancing available revenues. However, grant funding is rarely a long-term, stable economic base. Grant applications and subsequent grant awards shall be approved by the City Council. The City shall ensure that grant funding is appropriately leveraged to enhance City services as set forth in its Grant Funding and Compliance Policy. (See separate policy document).

2. State Shared Revenues

   To protect against fluctuations in intergovernmental revenues, the City shall maintain 25 percent General Fund Committed fund balance as a reserve against unanticipated or uncontrollable reductions in state subventions.

D. User Fee Cost Recovery

The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services; the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund. The following policies shall be implemented to ensure that User Fees keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery.

1. General Principles

   a. Revenues derived from User Fees shall not exceed the reasonable cost of providing the service.

   b. Cost recovery goals shall be based on the total cost of delivering the service, including all direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, building and/or vehicle maintenance, and insurance.

c. The method of assessing and collecting fees shall be as simple as possible in order to reduce the administrative cost of collection. Although a high cost of recovery may be appropriate for specific services, if it is impractical or costly to charge the user, a lower level of cost recovery shall be appropriate.

d. Fee levels shall be sensitive to the "market" for similar services, including the provision of services by private sector service or program providers. User Fees shall not be set so high that services shall not be used. Conversely, User Fees shall not be set so low that the City is stimulating a demand by artificially low prices. Specifically, the City shall carefully consider whether it is appropriate to provide services at a subsidized cost (or a cost that does not include all cost of services, such as room rental costs, building maintenance or personnel charges) if such services are available through the private sector.

e. Fee levels shall be sensitive to smaller, infrequent users of the service, for example, small businesses that may have less of an opportunity to recover the cost of User Fees through ordinary business income.

f. The level of cost recovery should consider the community-wide versus special benefit of the program or activity that is the subject of the User Fee. The use of general-purpose revenues shall be appropriate for community-wide services, while User Fees at some level shall be appropriate for services that are of special benefit to easily identified individuals or groups. (For example, it would be unusual to charge a User Fee for a community-wide event such as an Easter Egg Hunt, while it would be appropriate to charge a User Fee at some level for an adult recreational program with a limited number of participants.)

g. The level of cost recovery shall consider the financial benefit to the service user, and whether the user is a service driver or a service recipient. In cases where there user benefits financially from the provision of the service, and the service would not be provided but for the expanded business or revenue opportunities, the level of User Fee should more closely approximate 100% cost recovery. (For example, a developer receives financial benefit at the conclusion of the development review process, and the City would not provide the review of development applications but for the expanded business or revenue opportunity for the developer. While the community may be the actual service recipient of the review of development applications, the developer is the service driver.)

2. Factors Favoring High Levels of Cost Recovery. High cost recovery levels are especially appropriate in the following circumstances:

   a. The service is similar to services provided through the private sector.

   b. Other private or public sector alternatives could or do exist for the delivery of the service.

   c. The demand for the service is high and cost of service is needed as a mechanism to help control demand.

   d. The cost of service can be used as a mechanism for encouraging compliance with the law. (For example, police response to false burglary alarm calls.)

   e. The service is regulatory and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. (For example, building permit, plan checks and subdivision review services.)

3. Factors Favoring Low Levels of Cost Recovery. In addition to the general policy considerations noted above, low cost recovery levels are appropriate in the following circumstances:

   a. The program or services falls within the range of general public services which are provided to the community to promote the general safety, health and well-being of the community, and there is no intended relationship between the amount paid and the benefit received. (For example, police and fire services, general access to park facilities.)

   b. The service is not generally available through private sources and is necessary to promote the general safety, health and well-being of the community. (For example, teen after school programs.)

   c. The service is generally non-recurring, delivered on a “peak demand” or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. (For example, police and fire services in response to emergencies.)

   d. Collecting fees would discourage compliance with regulatory requirements and adherence to regulatory requirements is not

readily identified by the City. (For example, home-based business licenses.)

4. Periodic Adjustment of User Fees. A comprehensive analysis of User Fees shall be made at least every three years. In the interim, if applicable, fees shall be adjusted by no less than the amount of the annual change in the Consumer Price Index. Fees may also be adjusted more frequently based on supplemental analysis whenever there has been significant change in the method, level or cost of service delivery. A schedule reporting the rate of all User Fees shall be included as an Appendix to the budget, and the City Council may direct adjustment in User Fees as part of the annual budget process.

5. Development Review Programs. Cost recovery for development review programs shall be very high, and in most cases the goal for cost recovery should be 100%. The City shall also impose clear performance standards to ensure that there is high value for services rendered. This cost recovery principle applies to the following types of development review programs:

   a. Planning (planned development permits, tentative and parcel maps, rezonings, general plan amendments, variances, use permits, etc.)

   b. Building and safety inspections (building permits, structural plan checks, fire inspections, etc.)

   c. Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments, etc.)

E. Enterprise Fund Rates

Each of the enterprise funds shall be operated in a manner to fully cover the total direct and indirect costs (including operations, capital outlay and debt service) for operating such functions so as to avoid General Fund subsidies for enterprise operations.

1. Rates shall be reviewed on an annual basis and shall be adjusted as appropriate and equitable.

2. Rates charged for enterprise activities shall be compared periodically against rates charged by other public agencies for purposes of benchmarking cost of service and operations. Private contracting opportunities shall be evaluated as appropriate as a means of reducing expenses, while remaining in compliance with the City's Purchasing Policies.

F. Collections

The City shall implement a uniform collection program. The costs of this collection program shall be reviewed annually to ensure the total direct and indirect costs are fully covered. The costs shall be passed on to the delinquent customers as a penalty in the collection process.

The City's options for collection are:

a. Property Liens. A lien shall be placed on the property should the owner fail to pay charges, penalties and interest charges. Enforcement of liens shall be made in accordance with the applicable section of the City Code subject to delinquent payment, and may be initiated through a court ruling. Collections against property liens are typically done by issuing a warrant for enforcement or foreclosure proceeding in the case where a deed of trust has been secured by the City against the property, and may result in a sale pursuant to a writ of execution.

b. Special Assessments. A resolution must be presented to the City council to declare a special assessment on a delinquent customer's real property. Upon passage and adoption a certified copy shall be recorded with the County Recorder's office. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes. Special assessments are typically levied as a result of delinquent property assessments, non-payment of nuisance abatement costs or refuse fees.

c. Withholding Entitlements. The City may withhold issuing any licenses, permits and other entitlements until payment for charges due, including penalties and interest is received.

d. Collection Agency (other enforcement procedures). The City can take other actions allowed for enforcement of a civil judgment. Collection agency fees shall be passed on to the customer through penalty and interest charges therefore avoiding gifting of public funds.

e. Closure of Business
The City Code allows for closure of a business for failure to comply with any provision of the Business Tax or Occupancy Tax chapters relating to the payment of monies due. Proper notice and due process shall be given to the business operator before closure.

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 9

**Agenda Item:** Proposed Amendments to Cannabis Ordinance and Public Safety License Ordinance Regarding On-site Consumption, Allowing increased Cultivation Canopy of 22,000 Square Feet, and Allowing Owners and Operators to Hold More Than One Non-Retail Permit

**Executive Summary:** City Council will consider proposed amendments to the Cannabis Ordinance and Cannabis Public Safety License Ordinance. The proposed amendments would either allow (Version 1) or continue to prohibit (Version 2) on-site consumption at cannabis retailers, would allow increased indoor cultivation canopy size of up to 22,000 square feet with renewable energy and energy efficiency requirements, and would allow owners and operators of cannabis businesses to hold more than one non-retail permit.

**Requested Action / Suggested Motions:** 1) Pass a Motion finding that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act; and 2) Pass a Motion to hold a first reading (by title only) of Version 1 or Version 2 of an Ordinance amending Article X (Cannabis Regulations) of Chapter 6.55 of the South Lake Tahoe City Code, and refer second reading and adoption to the April 5, 2022 meeting; and (only if City Council holds a first reading of Version 1 of the ordinance allowing on-site consumption) (3) Pass a Motion to hold a first reading (by title only) of an Ordinance amending Chapter 4.180 (Cannabis Public Safety License Ordinance) to incorporate application process and operating requirements for on-site consumption.
Responsible Staff Member: Heather Stroud, City Attorney

**Responsible Staff Member:** Heather Stroud, City Attorney (530) 542-6046

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

**Attachments**:

01 - Staff Report.docx
02 - Cannabis Ordinance - Version 1 Allowing On-Site Consumption.docx
03 - Cannabis Ordinance - Version 2 Prohibiting On-Site Consumption.docx
04 - Public Safety License Ordinance - Regulating Onsite Consumption.docx
05 - Cannabis Ordinance Redline Version 1 Allowing On-Site Consumption.pdf
06 - Cannabis Ordinance Redline Version 2 Prohibiting On-Site Consumption.pdf
07 - Public Safety License Ordinance Redline Regulating Consumption Lounges.pdf
08 - PC Resolution 2022-001 Amendment to Proposed Cannabis Ordinance.pdf
09 - Public Notice in Tahoe Daily Tribune.pdf

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

## Meeting Date: March 15, 2022

**Title: Proposed Amendments to Cannabis Ordinance and Public Safety License Ordinance Regarding On-site Consumption, Allowing Increased Cultivation Canopy of 22,000 Square Feet, and Allowing Owners and Operators to Hold More Than One Non-Retail Permit**

**Location:** Citywide

**Responsible Staff Member:** Heather L. Stroud, City Attorney (530) 542-6046

**Background:**
On February 5, 2019, City Council adopted Ordinance No. 2019-1126 ("Cannabis Ordinance"), which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of and visitors to the City of South Lake Tahoe. On August 21, 2018, City Council adopted Ordinance No. 2018-1119 ("Public Safety License Ordinance") to set forth the requirements for cannabis businesses to obtain a Public Safety License from the Police Department. Since then, the City has issued Cannabis Use Permits, Public Safety Licenses, and Development Agreements to five cannabis businesses to operate in the City, in addition to the existing dispensary (Tahoe Wellness Center). There are three permitted retailers with delivery: Embarc Tahoe, Cannablue, and Tahoe Green, and two microbusinesses received permits: Perfect Union SLT and Redefining Organics. The existing dispensary and retailers are open for business and have been operating adult-use cannabis businesses under the Cannabis Ordinance. Redefining Organics opened for business in November 2021, and the City Council terminated Perfect Union SLT's Development Agreement and Cannabis Use Permit on June 15, 2021.

The Cannabis Subcommittee (Mayor Middlebrook and Councilmember Friedrich) reviewed the Cannabis Ordinance with staff and met with stakeholders including the cannabis businesses and members of the cannabis stakeholder group which was convened to assist with developing the Cannabis Ordinance in 2017-2018. In addition to the cannabis businesses, stakeholders participating in the meeting with the Cannabis Subcommittee on April 6, 2021, included representatives from Tahoe Alliance for Safe Kids, Lake Tahoe Unified School District, South Tahoe Chamber, Live Violence Free, and Boys and Girls Club of Lake Tahoe. The Cannabis Subcommittee sought and received feedback from stakeholders on the following proposed amendments to the Cannabis Ordinance: (1) allowing retailers to include on-site consumption lounges; (2) allowing permittees to hold more than one Cannabis Use Permit; (3) increasing the allowable canopy size for indoor cultivation; and (4) establishing a cannabis tax. The Cannabis Subcommittee also received generally positive feedback from stakeholders on the City's existing regulations and the impact of the cannabis industry on the community including financial contributions to local organizations.

On May 18, 2021, the Cannabis Subcommittee presented its recommendations for amendments to the Cannabis Ordinance to City Council. At that time, City Council directed the Subcommittee

and staff to hold a public workshop to receive input prior to bringing the discussion back to City Council. On June 22, 2021, the Subcommittee hosted a workshop via Zoom and received feedback on the City's current cannabis regulations and operating cannabis businesses as well as the proposed amendments: (1) to allow consumption lounges at permitted cannabis retail businesses; (2) to allow cannabis businesses to hold more than one non-retail permit; and (3) to increase the maximum allowed canopy size for indoor cannabis cultivation from 5000 sq. ft. up to 22,000 sq. ft. The workshop was attended by 13 cannabis business owners and community members. Feedback received at the workshop was generally positive.

On October 19, 2021, staff brought the results of the public workshop back to City Council for direction. City Council members expressed some concern about allowing on-site consumption at this time as there are not currently robust alternative transportation options available for customers who may become impaired, and there are still no measurable limits for testing cannabis impairment while driving, unlike alcohol. Ultimately, however, Council directed staff to draft an ordinance to be brought back for consideration to include on-site consumption, allowing cannabis businesses to hold more than one non-retail permit, and increase the maximum allowed canopy size. Accordingly, two versions of the ordinance were drafted for consideration: one allowing on-site consumption (Version 1) and one continuing to prohibit it (Version 2). If Version 1 of the ordinance is selected, then amendments to other parts of the South Lake Tahoe City Code would be required, including the Public Safety License Ordinance (Chapter 4.180) and Clean Indoor Air and Health Protection (Chapter 4.100).

In addition to these changes, minor updates are included in both Version 1 and Version 2 of the ordinance to reflect changes in state law including the creation of the Department of Cannabis Control and amendments to some of the statutory definitions included in the ordinance.

On February 10, 2022, the Planning Commission considered both versions of the Ordinance, and adopted a resolution recommending that City Council adopt Version 1 of the ordinance to allow on-site consumption. The Planning Commission also recommended that the ordinance include energy efficiency and renewable energy requirements for businesses taking advantage of the increased cultivation canopy size. Both versions of the ordinance for City Council consideration include this change.

**Issue and Discussion:**

<u>On-Site Consumption</u>
Several of the retail businesses have indicated interest in pursuing on-site consumption, and the stakeholders generally did not have concerns. Some of the stakeholders who work with children are in favor of allowing on-site consumption because it allows parents a safe space to consume cannabis outside of the home. Another benefit would be to provide an alternative to reduce illegal consumption in public and reduce smoking or vaping by visitors in hotel rooms. The main concern with on-site consumption expressed would be customers leaving after consuming cannabis products and driving while impaired.

If permitted by the local jurisdiction, on-site consumption is allowed under state law (Business & Professions Code section 26200(g)) in accordance with the following requirements:

- Must have state license as cannabis retailer or microbusiness with retail component
- Access restricted to customers age 21 and up
- No alcohol or tobacco may be sold or consumed on premises

- Consumption of cannabis cannot be visible from a public place or non-restricted area

Cities in California that have allowed on-site consumption include West Hollywood, Eureka, Desert Hot Springs, San Francisco, Berkeley, and Oakland. Staff has reached out to these cities for feedback and lessons learned. Desert Hot Springs and Oakland have just recently allowed on-site consumption and do not have business operating yet.

Version 1 of the proposed ordinance includes the following provision previously recommended by City Council:

- Permitted retailers and microbusinesses with a retail component may apply to add an on-site consumption lounge indoors within their existing retail cannabis business footprint by applying to amend their Public Safety License.
- Permitted retailers and microbusinesses with retail component may apply to add an on-site consumption lounge expanding the existing retail cannabis business footprint by applying to amend their Cannabis Use Permit, in addition to amending their Public Safety License as described above.

- The related changes to the Public Safety License Ordinance (Chapter 4.180) include the following provisions. A first reading of the changes to the Public Safety License should also be held if City Council elects to move forward with Version 1 of the amendments to the Cannabis Ordinance.
    - Hours of operation limited to end by 2:00am (consistent with closing time for bars), with sales to end by 10:00pm as required by state law
    - Ventilation plan designed to prevent flow of smoke to all other areas of retail establishment and neighboring businesses and properties
    - Plan for adequate security and lighting to protect safety of patrons
    - Measures to prevent loitering in outdoor areas including parking lot
    - Employee of cannabis business must be present in consumption area at all times
    - Employee training on assisting customers to avoid overconsumption of edibles required
    - Applicants required to cut off service to impaired patrons and provide option for safe ride home for customers such as shuttle, taxi, or ride-share service
- Opened and unfinished cannabis products must be securely repackaged before leaving the site
- Cannabis products ingested, smoked, or vaped in consumption lounges must be purchased on-site
- Consumption lounge must be a separate indoor space, or separate outdoor space not visible to the public and situated and ventilated to prevent odors perceptible to neighboring properties, with separate entrance from retail store

- Related changes to the Clean Indoor Air and Health Protection Ordinance (Chapter 4.100) would be required to allow smoking at permitted cannabis retailers in a consumption lounge which is physically separated from the rest of the premises, in compliance with state law. If City Council elects to move forward with on-site consumption, amendments to the Chapter 4.100 will be brought back to City Council at a later date.

<u>Allowing Permittees to Hold Multiple Permits</u>

South Lake Tahoe City Code section 6.55.740(A)(3) currently prohibits an owner and/or operator of a cannabis business from owning or operating more than one cannabis business within the

City. The Council previously provided direction to allow permittees to hold more than one permit, except that retail permittees should continue to be allowed to hold only one retail permit. The Council also provided direction to allow the open permit types to be combined into additional microbusinesses, and allowing these microbusinesses to include a distribution component. As amended, the City would have open permits for retail (1), cultivation (2), and manufacturing (4), which could be combined into one or more microbusinesses with a distribution component. Both Version 1 and Version 2 of the proposed ordinance make these changes.

Increasing Maximum Cultivation Size

The maximum canopy size for cultivators is currently limited to 5,000 square feet for cultivation permits and 10,000 square feet for microbusiness permits under South Lake Tahoe City Code sections 6.55.800(C)(2) and (E)(3), respectively. The City Council provided direction to increase the allowable canopy size for cultivation permits to be consistent with the limits for "medium indoor" cultivation in state law, which is 22,000 square feet of total canopy under 4 Cal. Code Regs. section 16201(d). The City's limit for microbusinesses is already consistent with the state limit. The Department of Cannabis Control regulations in 4 Cal. Code Regs. sections 16304 through 16310 require cultivators to comply with environmental protection measures, renewable energy requirements, and pest management measures. The revisions recommended by the Planning Commission are incorporated to require renewable energy and energy efficiency measures for businesses taking advantage of the increased canopy size. Both Version 1 and Version 2 of the proposed ordinance make these changes.

**Financial Implications:**

The proposed amendments to the Cannabis Ordinance could result in additional revenue to the City if they result in additional business activities, in the form of additional community benefit fees, sales tax, and a cannabis tax, if adopted.

**Environmental Considerations:**

Both versions of the proposed amendments to the Cannabis Ordinance would allow for additional or expanded cannabis business activities, however they do not change the intensity or density of cannabis business uses beyond what is currently allowed in Table 6.55.740. The proposed ordinance is consistent with the 2030 General Plan policies. The 2030 General Plan Environmental Impact Report (EIR) adequately addresses the potential environmental impacts of the proposed ordinance. The General Plan EIR is available on the City website at: https://www.cityofslt.us/575/General-Plan. No further environmental analysis is required under California Environmental Quality Act (CEQA) Guidelines section 15162 because the proposed ordinance is within the scope of the previous EIR and there are no substantial changes to the project or the circumstances that require major revisions to the previous EIR due to new significant environmental effects not discussed in the previous EIR, significant effects previously examined that would be more severe, or mitigation measures or alternatives previously found not to be feasible that would substantially reduce one or more significant effects.

The proposed amendments to the Public Safety License Ordinance are exempt from review under CEQA under CEQA Guidelines section 15301 (Existing Facilities) because they involve operational and safety requirements at existing cannabis businesses with minor alterations of existing structures and no expansion of retail floor area used.

**Policy Implications:**

Applicable General Plan policies include:

Policy LU-5.1:  Locally Serving Commercial
The City shall ensure that commercial uses are responsive to the needs and wishes of the community and encourage users to shop locally, which will reduce Vehicle Miles Traveled (VMT) from purchasing items outside the Lake Tahoe Basin.

Policy ED-1.1: High-Tech and Environmentally-Sustainable Business
The City shall support programs and activities that promote business/job retention, expansion, and new business/job development including high-tech and environmentally-sustainable businesses.

Policy ED-1.7:  Year-Round Community
The City shall provide economic incentives and regulatory reform that support an economically diverse and prosperous year-round community for city residents and visitors alike.

# Ordinance 2022-XXX

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

**April 5, 2022**

# An Ordinance Amending Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code to Allow On-Site Consumption at Cannabis Retailers, to Increase Allowed Canopy Size of Indoor Cultivation to 22,000 Square Feet, and to Allow Owners and Operators to Hold More Than One Non-Retail Permit

## FINDINGS

A. On February 5, 2019, the City Council adopted Ordinance No. 2019-1126 ("Cannabis Ordinance"), which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of and visitors to the City of South Lake Tahoe.

B. On May 18 and October 19, 2021, the City Council conducted public meetings to solicit public comment on and discuss potential amendments to the Cannabis Ordinance.

C. On October 19, 2021, the City Council provided direction to staff to draft amendments to the Cannabis Ordinance to be brought back for consideration in early 2022.

D. On February 10, 2022, the Planning Commission conducted a duly noticed public hearing to consider amendments to the Cannabis Ordinance and the associated environmental analysis.

E. The Planning Commission adopted Resolution No. 2022-001 recommending that City Council adopt amendments to the Cannabis Ordinance to allow on-site consumption at cannabis retailers, increase allowed canopy size of indoor cultivation to 22,000 square feet, and to allow owners and operators to hold more than one non-retail permit. Planning Commission also recommended that the ordinance be amended to require that cannabis cultivators taking advantage of the increased canopy size between 5,000 and 22,000 square feet be required to implement renewable energy and energy efficiency measures.

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

SECTION 1. Section 6.55.710 (Definitions) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

For the purposes of this article, the following words and phrases shall have the following meanings:

"Applicant" means any person who is required to file an application for a cannabis use permit and development agreement to operate a cannabis business under this article, including without limitation an individual owner, operator, or agent of a cannabis business.

“Cannabis” shall have the meaning set forth in Section 26001(e) of the Business and Professions Code and as subsequently amended.

“Cannabis business” shall include:

a. Any business, facility, use, establishment, property, or location, whether fixed or mobile, where a commercial cannabis activity takes place.

b. Any building, facility, use, establishment, property, or location where any person or entity establishes, commences, engages in, conducts, or carries on, or permits another person or entity to establish, commence, engage in, conduct, or carry on, any activity that requires a state license under Business and Professions Code Section 26000 and following, including but not limited to cannabis cultivation, cannabis distribution, cannabis manufacture, cannabis testing and cannabis retail sales, and the operation of a cannabis microbusiness.

“Cannabis product” shall have the same meaning as in Section 11018.1 of the Health and Safety Code.

“Canopy” means all areas occupied by any portion of a cannabis plant, encompassing all vertical planes (i.e., stacking of plants), whether contiguous or noncontiguous on any one site. The canopy shall be measured by taking the longest length and widest width of existing plants (including all gaps, walkways, and open areas between plants) and multiplying the longest length by the longest width to get the area of the cannabis canopy. Each level of a stacked cultivation will be calculated as a separate canopy.

“Commercial cannabis activity” shall include the cultivation, possession, manufacturing, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or acting as a cannabis event organizer for temporary cannabis events.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Cultivator” means any cannabis business engaged in cultivation activities, but specifically excluding cultivation in a private residence or accessory dwelling unit authorized pursuant to SLTCC 6.55.720.

“Day care center” shall have that meaning as set forth Section 1596.76 of the Health and Safety Code.

“Delivery” means the commercial transfer of cannabis or cannabis products to a customer or patient. “Delivery” also includes the use by a retailer of any technology platform.

“Delivery operation” means a cannabis business that engages in or otherwise provides deliveries.

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.

“Distributor” means any cannabis business engaged in distribution.

“Drug paraphernalia” shall have the meaning set forth in California Health and Safety Code Section 11014.5, and as subsequently amended.

“Edible cannabis product” means cannabis that is intended to be used, in whole or in part, for human consumption.

“Extraction” means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

“Identification card” shall have the meaning set forth in California Health and Safety Code Section 11362.712, and as may be amended from time to time.

“Manufacture” means to compound, blend, extract, infuse, package, label, or otherwise make or prepare a cannabis product.

“Manufacturer” means any cannabis business that conducts any activities involving the manufacture of a cannabis product.

“Medicinal cannabis” or “medicinal cannabis product” shall have the meaning set forth in California Business and Professions Code Section 26001(ai), which includes cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at California Health and Safety Code Section 11362.5, by a medicinal cannabis patient in California who possesses a physician’s recommendation.

“Medical marijuana dispensary” shall mean a cooperative or collective of four or more members associating at a particular location or real property to cooperatively distribute cannabis to members for medical purposes and that operates on a not-for-profit basis.

“Microbusiness” means a cannabis business that engages in commercial cannabis activities of at least three of the following types of cannabis businesses: retailer, distributor, manufacturer, cultivator.

“Operator” shall mean any person responsible for management of the cannabis business; any person listed as an officer, director, manager, or member in the Statement of Information filed with the Secretary of State for a cannabis business; any person listed in a governing document for a cannabis business, such as bylaws, articles of incorporation, or operating agreement; any person owning an interest in the cannabis business, unless the interest is solely a security, lien, or encumbrance; and any person that supervises an employee of the cannabis business.

“Owner” shall have that meaning set forth in Section 26001(am) of the Business and Professions Code and as it may be amended.

“Package” or “packaging” means any container or wrapper that may be used for enclosing or containing any cannabis products. The term “package” does not include any shipping container or outer wrapping used solely for the transportation of cannabis products in bulk quantity to another licensee or licensed premises.

“Park” shall mean any land, with public access, intended to provide recreation. For the purposes of this article, “park” also includes public beaches.

“Permittee” shall mean any person issued a cannabis use permit under this article.

“Physician” shall mean a licensed medical doctor, including a doctor of osteopathic medicine as defined in the California Business and Professions Code.

“Property” shall mean the designated structure or structures and land specified in the cannabis use permit application that is owned, leased or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

“Retailer” means any cannabis business that engages in the sale of cannabis or cannabis products to customers, including medical and adult-use cannabis or cannabis products.

“School” means any public or private school providing instruction in kindergarten or any of grades one to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

“State cannabis laws” means and includes California Health and Safety Code Sections 11362.1 through 11362.45; California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program); California Business and Professions Code Section 26000 et seq. (Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)); all state laws enacted or amended pursuant to SB-94, Chapter 27, Statutes of 2017; the California Attorney General’s Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008, as such guidelines may be revised from time to time by action of the Attorney General; California Labor Code Section 147.5; California Revenue and Taxation Code Sections 34010 through 34021.5; California Fish and Game Code Section 12029; California Water Code Section 13276; all state regulations adopted by the Department of Cannabis Control; any license issued by the Department of Cannabis Control; and all other applicable laws of the state of California regulating cannabis or cannabis products.

“Testing laboratory” means a laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

“Youth centers” shall mean any youth center, as defined in Section 11353.1(e)(2) of the Health and Safety Code, any playground, as defined in Section 11353.1(e)(1) of the Health and Safety Code, and any child day care facility, as that term is defined in Section 1596.750 of the Health and Safety Code.

SECTION 2. Subsection 6.55.740(A) (Cannabis Businesses Allowed) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is amended to read as follows:

A. Cannabis Businesses Allowed.

1. Only those types of cannabis businesses set forth in this section shall be allowed within the city:

a. Retailers.

b. Microbusinesses.

c. Testing labs.

d. Cultivators.

e. Manufacturers.

f. Distributors.

g. Delivery operations.

h. Existing permitted medical marijuana dispensaries, subject to SLTCC 6.55.840.

Any and all cannabis businesses, activities, nonprofits, associations, enterprises, collectives, cooperatives or dispensaries not expressly described herein are expressly prohibited. Temporary cannabis events are prohibited within the city.

2. No more than one cannabis business may exist in the same suite or unit on a lot or parcel of property.

3. An owner and/or operator of a cannabis business may not own or operate more than one retail cannabis business, including a microbusiness with a retailer component, within the city.

4. No more than four retailers are permitted in the city, including microbusinesses with a retailer component.

5. No more than two microbusinesses are permitted in the city, unless after the application period referenced in SLTCC 6.55.750(C) there are open permits for retailers, cultivators, manufacturers, or distributors, in which case the city council may adopt a resolution to reopen the application period to allow additional microbusinesses combining the open permit types.

6. No more than two cultivators are permitted in the city.

7. No more than four manufacturers are permitted in the city.

8. Distributors are permitted in the city only as part of a microbusiness, unless one or more of the permitted microbusinesses do not include a distributor component, in which case a distributor shall be permitted for each microbusiness without a distributor component.

9. Medical marijuana dispensaries operating under SLTCC 6.55.840 shall not be considered in determining the number of retailers, microbusinesses, manufacturers, distributors, or cultivators allowed under subsections (A)(4) through (A)(8) of this section. The maximum number of cannabis businesses permitted under the numerical limitations set forth in subsections (A)(4) through (A)(8) of this section are in addition to any medical marijuana dispensaries operating under SLTCC 6.55.840.

SECTION 3. Subsection 6.55.760(B) (Supplemental Findings – Cannabis Testing Laboratory) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

B. Supplemental Findings – Cannabis Testing Laboratory. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a testing lab:

1. The owners, permittees, operators, and employees of the testing lab will not be associated with any other form of commercial cannabis activity.

2. The testing lab meets the accreditation requirements set forth in Business and Professions Code Section 26100(h) and any applicable regulations enacted by the Department of Cannabis Control.

3. The testing lab operating plan demonstrates proper protocols and procedures for statistically valid sampling methods and accurate certification of cannabis and cannabis products for potency, purity, pesticide residual levels, mold, and other contaminants according to adopted industry standards.

SECTION 4. Subsection 6.55.760(C) (Supplemental Findings – Cultivators) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

C. Supplemental Findings – Cultivators. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city

council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a cultivator:

1. The cultivation of cannabis for commercial purposes shall only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to 22,000 square feet of total canopy size per property.

3. The cultivation of cannabis will be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

4. The applicant for cultivation of cannabis with a total canopy size greater than 5,000 square feet per property has submitted documentation that electrical power used for commercial cannabis activity meets the average electricity greenhouse gas emissions intensity required by the local utility provider pursuant to the California Renewables Portfolio Standard Program, and has submitted an energy efficiency plan showing measures being taken to minimize energy consumption in lighting, HVAC, and dehumidifying equipment.

SECTION 5. Subsection 6.55.760(D) (Supplemental Findings – Manufacturers) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

D. Supplemental Findings – Manufacturers. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a manufacturer:

1. The manufacturer shall be limited to 2,500 square feet of fully enclosed space.

2. The manufacturer shall not undertake any volatile extraction activities, and shall only conduct the operations authorized under the “Type 6,” “Type N,” or “Type P” license categories, as defined in the Department of Cannabis Control regulations, Title 4 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 6. Subsection 6.55.800(A)(13) (On-Site Consumption) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

13. On-Site Consumption. On-site consumption is allowed at permitted retailers and microbusinesses with a retailer component upon approval of an amended Public Safety License under Section 4.180.050 and, if the addition of on-site consumption increases the floor area used for retail, approval of an amended Cannabis Use Permit under SLTCC section 6.55.800(B)(2).

SECTION 7. Subsection 6.55.800(B)(4) (Hours of Operation) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

4. Hours of Operation. Retailers may only operate during the hours between 6:00 a.m. through 10:00 p.m., except that authorized on-site consumption areas may operate until 2:00 a.m. with no cannabis sales after 10:00 p.m. The planning commission may further restrict a retailer’s days and hours of operation as a condition of a cannabis use permit. A retailer shall post its approved days and hours of operation on a sign located on the street frontage of the cannabis business in a manner consistent with the city’s sign regulations.

SECTION 8. Subsection 6.55.800(C) (Supplemental Conditions – Cultivators) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

C. Supplemental Conditions – Cultivators. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis cultivation operation shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Outdoor commercial cultivation prohibited. The cultivation of cannabis for commercial purposes may only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to 22,000 square feet of total canopy size per property.

3. The cultivation of cannabis must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides. Any fumigation or insecticidal fogging shall comply with the California Fire Code Chapter 26 (Fumigation and Insecticidal Fogging).

4. Screening. Cannabis plants shall not be visible from any location beyond the property.

5. Cultivators shall maintain either the “Type 1A” (specialty indoor), “Type 1B” (specialty mixed-light), “Type 1C” (specialty cottage), “Type 2A” (small indoor), “Type 2B”) (small mixed-light), “Type 3A” (indoor), “Type 3B” (mixed-light) or “Type 4” (nursery) licenses as defined in Business and Professions Code Section 26061, and issued by the Department of Cannabis Control, at all times of operation.

6. Cultivators may not engage in retail sales at the same property as cultivation.

SECTION 9. Subsection 6.55.800(E)(2) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

2. Microbusinesses undertaking manufacturing activity shall utilize only extraction processes that employ nonvolatile solvents for the purposes of extracting cannabinoids and processes that are recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act. Microbusinesses undertaking manufacturing activity shall maintain a license of the “Type 6,” “Type N,” or “Type P” license categories, as defined in Title 4 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 10. Subsection 6.55.800(F) (Supplemental Conditions – Manufacturers) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

F. Supplemental Conditions – Manufacturers. In addition to each of the conditions of operation set forth in subsection (A) of this section, manufacturers shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Manufacturers shall not engage in on-site retail sales of cannabis or cannabis products.

2. Manufacturers shall utilize only extraction processes that employ nonvolatile solvents and are recognized as safe pursuant to the Federal Food, Drug, and Cosmetic Act.

3. Standard of Equipment. Manufacturing, processing, and analytical testing devices used by manufacturers must be UL (Underwriters Laboratories) listed or otherwise certified by an

approved third party testing agency or engineer and approved for the intended use by the city's building official and fire code official.

4. Food Handler Certification. All owners, employees, volunteers, or other individuals that participate in the production of edible cannabis products shall be state-certified food handlers. The valid certificate number of each such owner, employee, volunteer, or other individual must be on record at the property where the individual participates in the production of edible cannabis products.

5. Edible Cannabis Product Manufacturing. Manufacturers that sell or manufacture edible cannabis products shall obtain a county health permit to sell and/or manufacture edible cannabis products. Permit holders shall comply with county health permit requirements.

6. The manufacturer shall maintain a manufacturer license of "Type 6," "Type N," or "Type P" license categories, as defined in Title 4 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 11. 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 12. The City Council finds that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act (CEQA), and CEQA Guidelines section 15162 because the proposed ordinance is within the scope of the previous EIR and there are no substantial changes to the project or the circumstances that require major revisions to the previous EIR due to new significant environmental effects, new information of substantial importance that shows the project will have significant effects not discussed in the previous EIR, significant effects previously examined would be more severe, or mitigation measures or alternatives previously found not to be feasible would substantially reduce one or more significant effects.

SECTION 13. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 14. This Ordinance shall become effective 30 days following its adoption.

Yes:
No:
Abstain:
Absent:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Effective:

# Ordinance 2022-XXX

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

**April 5, 2022**

# An Ordinance Amending Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code to Continue to Prohibit On-Site Consumption at Cannabis Retailers, to Increase Allowed Canopy Size of Indoor Cultivation to 22,000 Square Feet, and to Allow Owners and Operators to Hold More Than One Non-Retail Permit

## FINDINGS

A. On February 5, 2019, the City Council adopted Ordinance No. 2019-1126 ("Cannabis Ordinance"), which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of and visitors to the City of South Lake Tahoe.

B. On May 18 and October 19, 2021, the City Council conducted public meetings to solicit public comment on and discuss potential amendments to the Cannabis Ordinance.

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D. On February 10, 2022, the Planning Commission conducted a duly noticed public hearing to consider amendments to the Cannabis Ordinance and the associated environmental analysis.

E. The Planning Commission adopted Resolution No. 2022-001 recommending that City Council adopt amendments to the Cannabis Ordinance to continue to allow on-site consumption at cannabis retailers, increase allowed canopy size of indoor cultivation to 22,000 square feet, and to allow owners and operators to hold more than one non-retail permit. Planning Commission also recommended that the ordinance be amended to require that cannabis cultivators taking advantage of the increased canopy size between 5,000 and 22,000 square feet be required to implement renewable energy and energy efficiency measures.

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

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For the purposes of this article, the following words and phrases shall have the following meanings:

"Applicant" means any person who is required to file an application for a cannabis use permit and development agreement to operate a cannabis business under this article, including without limitation an individual owner, operator, or agent of a cannabis business.

“Cannabis” shall have the meaning set forth in Section 26001(e) of the Business and Professions Code and as subsequently amended.

“Cannabis business” shall include:

a. Any business, facility, use, establishment, property, or location, whether fixed or mobile, where a commercial cannabis activity takes place.

b. Any building, facility, use, establishment, property, or location where any person or entity establishes, commences, engages in, conducts, or carries on, or permits another person or entity to establish, commence, engage in, conduct, or carry on, any activity that requires a state license under Business and Professions Code Section 26000 and following, including but not limited to cannabis cultivation, cannabis distribution, cannabis manufacture, cannabis testing and cannabis retail sales, and the operation of a cannabis microbusiness.

“Cannabis product” shall have the same meaning as in Section 11018.1 of the Health and Safety Code.

“Canopy” means all areas occupied by any portion of a cannabis plant, encompassing all vertical planes (i.e., stacking of plants), whether contiguous or noncontiguous on any one site. The canopy shall be measured by taking the longest length and widest width of existing plants (including all gaps, walkways, and open areas between plants) and multiplying the longest length by the longest width to get the area of the cannabis canopy. Each level of a stacked cultivation will be calculated as a separate canopy.

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“Day care center” shall have that meaning as set forth Section 1596.76 of the Health and Safety Code.

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“Delivery operation” means a cannabis business that engages in or otherwise provides deliveries.

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.

“Distributor” means any cannabis business engaged in distribution.

“Drug paraphernalia” shall have the meaning set forth in California Health and Safety Code Section 11014.5, and as subsequently amended.

“Edible cannabis product” means cannabis that is intended to be used, in whole or in part, for human consumption.

“Extraction” means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

“Identification card” shall have the meaning set forth in California Health and Safety Code Section 11362.712, and as may be amended from time to time.

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“Operator” shall mean any person responsible for management of the cannabis business; any person listed as an officer, director, manager, or member in the Statement of Information filed with the Secretary of State for a cannabis business; any person listed in a governing document for a cannabis business, such as bylaws, articles of incorporation, or operating agreement; any person owning an interest in the cannabis business, unless the interest is solely a security, lien, or encumbrance; and any person that supervises an employee of the cannabis business.

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“Park” shall mean any land, with public access, intended to provide recreation. For the purposes of this article, “park” also includes public beaches.

“Permittee” shall mean any person issued a cannabis use permit under this article.

“Physician” shall mean a licensed medical doctor, including a doctor of osteopathic medicine as defined in the California Business and Professions Code.

“Property” shall mean the designated structure or structures and land specified in the cannabis use permit application that is owned, leased or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

“Retailer” means any cannabis business that engages in the sale of cannabis or cannabis products to customers, including medical and adult-use cannabis or cannabis products.

“School” means any public or private school providing instruction in kindergarten or any of grades one to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

“State cannabis laws” means and includes California Health and Safety Code Sections 11362.1 through 11362.45; California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program); California Business and Professions Code Section 26000 et seq. (Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)); all state laws enacted or amended pursuant to SB-94, Chapter 27, Statutes of 2017; the California Attorney General’s Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008, as such guidelines may be revised from time to time by action of the Attorney General; California Labor Code Section 147.5; California Revenue and Taxation Code Sections 34010 through 34021.5; California Fish and Game Code Section 12029; California Water Code Section 13276; all state regulations adopted by the Department of Cannabis Control; any license issued by the Department of Cannabis Control; and all other applicable laws of the state of California regulating cannabis or cannabis products.

“Testing laboratory” means a laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

“Youth centers” shall mean any youth center, as defined in Section 11353.1(e)(2) of the Health and Safety Code, any playground, as defined in Section 11353.1(e)(1) of the Health and Safety Code, and any child day care facility, as that term is defined in Section 1596.750 of the Health and Safety Code.

SECTION 2. Subsection 6.55.740(A) (Cannabis Businesses Allowed) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is amended to read as follows:

A. Cannabis Businesses Allowed.

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g. Delivery operations.

h. Existing permitted medical marijuana dispensaries, subject to SLTCC 6.55.840.

Any and all cannabis businesses, activities, nonprofits, associations, enterprises, collectives, cooperatives or dispensaries not expressly described herein are expressly prohibited. Temporary cannabis events are prohibited within the city.

2. No more than one cannabis business may exist in the same suite or unit on a lot or parcel of property.

3. An owner and/or operator of a cannabis business may not own or operate more than one retail cannabis business, including a microbusiness with a retailer component, within the city.

4. No more than four retailers are permitted in the city, including microbusinesses with a retailer component.

5. No more than two microbusinesses are permitted in the city, unless after the application period referenced in SLTCC 6.55.750(C) there are open permits for retailers, cultivators, manufacturers, or distributors, in which case the city council may adopt a resolution to reopen the application period to allow additional microbusinesses combining the open permit types.

6. No more than two cultivators are permitted in the city.

7. No more than four manufacturers are permitted in the city.

8. Distributors are permitted in the city only as part of a microbusiness, unless one or more of the permitted microbusinesses do not include a distributor component, in which case a distributor shall be permitted for each microbusiness without a distributor component.

9. Medical marijuana dispensaries operating under SLTCC 6.55.840 shall not be considered in determining the number of retailers, microbusinesses, manufacturers, distributors, or cultivators allowed under subsections (A)(4) through (A)(8) of this section. The maximum number of cannabis businesses permitted under the numerical limitations set forth in subsections (A)(4) through (A)(8) of this section are in addition to any medical marijuana dispensaries operating under SLTCC 6.55.840.

SECTION 3. Subsection 6.55.760(B) (Supplemental Findings – Cannabis Testing Laboratory) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

B. Supplemental Findings – Cannabis Testing Laboratory. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a testing lab:

1. The owners, permittees, operators, and employees of the testing lab will not be associated with any other form of commercial cannabis activity.

2. The testing lab meets the accreditation requirements set forth in Business and Professions Code Section 26100(h) and any applicable regulations enacted by the Department of Cannabis Control.

3. The testing lab operating plan demonstrates proper protocols and procedures for statistically valid sampling methods and accurate certification of cannabis and cannabis products for potency, purity, pesticide residual levels, mold, and other contaminants according to adopted industry standards.

SECTION 4. Subsection 6.55.760(C) (Supplemental Findings – Cultivators) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

C. Supplemental Findings – Cultivators. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city

council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a cultivator:

1. The cultivation of cannabis for commercial purposes shall only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to 22,000 square feet of total canopy size per property.

3. The cultivation of cannabis will be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

4. The applicant for cultivation for cultivation of cannabis with a total canopy size greater than 5,000 square feet per property has submitted documentation that electrical power used for commercial cannabis activity meets the average electricity greenhouse gas emissions intensity required by the local utility provider pursuant to the California Renewables Portfolio Standard Program, and has submitted an energy efficiency plan showing measures being taken to minimize energy consumption in lighting, HVAC, and dehumidifying equipment.

SECTION 5. Subsection 6.55.760(D) (Supplemental Findings – Manufacturers) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

D. Supplemental Findings – Manufacturers. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a manufacturer:

1. The manufacturer shall be limited to 2,500 square feet of fully enclosed space.

2. The manufacturer shall not undertake any volatile extraction activities, and shall only conduct the operations authorized under the “Type 6,” “Type N,” or “Type P” license categories, as defined in the Department of Cannabis Control regulations, Title 4 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 6. Subsection 6.55.800(A)(13) (On-Site Consumption) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

13. On-Site Consumption. On-site consumption is prohibited.

SECTION 7. Subsection 6.55.800(C) (Supplemental Conditions – Cultivators) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

C. Supplemental Conditions – Cultivators. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis cultivation operation shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Outdoor commercial cultivation prohibited. The cultivation of cannabis for commercial purposes may only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to 22,000 square feet of total canopy size per property.

3. The cultivation of cannabis must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides. Any fumigation or insecticidal fogging shall comply with the California Fire Code Chapter 26 (Fumigation and Insecticidal Fogging).

4. Screening. Cannabis plants shall not be visible from any location beyond the property.

5. Cultivators shall maintain either the “Type 1A” (specialty indoor), “Type 1B” (specialty mixed-light), “Type 1C” (specialty cottage), “Type 2A” (small indoor), “Type 2B”) (small mixed-light), “Type 3A” (indoor), “Type 3B” (mixed-light) or “Type 4” (nursery) licenses as defined in Business and Professions Code Section 26061, and issued by the Department of Cannabis Control, at all times of operation.

6. Cultivators may not engage in retail sales at the same property as cultivation.

SECTION 8. Subsection 6.55.800(E)(2) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

2. Microbusinesses undertaking manufacturing activity shall utilize only extraction processes that employ nonvolatile solvents for the purposes of extracting cannabinoids and processes that are recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act. Microbusinesses undertaking manufacturing activity shall maintain a license of the “Type 6,” “Type N,” or “Type P” license categories, as defined in Title 4 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 9. Subsection 6.55.800(F) (Supplemental Conditions – Manufacturers) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

F. Supplemental Conditions – Manufacturers. In addition to each of the conditions of operation set forth in subsection (A) of this section, manufacturers shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Manufacturers shall not engage in on-site retail sales of cannabis or cannabis products.

2. Manufacturers shall utilize only extraction processes that employ nonvolatile solvents and are recognized as safe pursuant to the Federal Food, Drug, and Cosmetic Act.

3. Standard of Equipment. Manufacturing, processing, and analytical testing devices used by manufacturers must be UL (Underwriters Laboratories) listed or otherwise certified by an approved third party testing agency or engineer and approved for the intended use by the city’s building official and fire code official.

4. Food Handler Certification. All owners, employees, volunteers, or other individuals that participate in the production of edible cannabis products shall be state-certified food handlers. The valid certificate number of each such owner, employee, volunteer, or other individual must be on record at the property where the individual participates in the production of edible cannabis products.

5. Edible Cannabis Product Manufacturing. Manufacturers that sell or manufacture edible cannabis products shall obtain a county health permit to sell and/or manufacture edible cannabis products. Permit holders shall comply with county health permit requirements.

6. The manufacturer shall maintain a manufacturer license of “Type 6,” “Type N,” or “Type P” license categories, as defined in Title 4 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 10. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 11. The City Council finds that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act (CEQA), and CEQA Guidelines section 15162 because the proposed ordinance is within the scope of the previous EIR and there are no substantial changes to the project or the circumstances that require major revisions to the previous EIR due to new significant environmental effects, new information of substantial importance that shows the project will have significant effects not discussed in the previous EIR, significant effects previously examined would be more severe, or mitigation measures or alternatives previously found not to be feasible would substantially reduce one or more significant effects.

SECTION 12. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 13. This Ordinance shall become effective 30 days following its adoption.

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Effective:

# Ordinance 2022-XXX

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

**April 5, 2022**

# An Ordinance Amending Chapter 4.180 (Cannabis Public Safety License Ordinance) of the South Lake Tahoe City Code to Regulate On-Site Consumption at Cannabis Retailers

## FINDINGS

A. On July 17, 2018, the City Council adopted Ordinance No. 2018-1119 ("Public Safety License Ordinance"), which established the requirement for cannabis businesses to obtain a Public Safety License to operate in order to ensure the health, safety, and welfare of the residents of the City of South Lake Tahoe.

B. The City Council has held a first reading of an Ordinance amending Article X of Chapter 6.55 (Cannabis Regulations) to allow on-site consumption at cannabis retailers, among other things. The amendments to the Public Safety License Ordinance are necessary to establish permitting and operating requirements for on-site consumption.

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

SECTION 1. Section 4.180.020 (Definitions) of Chapter 4.180 (Cannabis Public Safety License Ordinance) of the South Lake Tahoe City Code is hereby amended to read as follows:

As used in this chapter:

"Applicant" means any person who is required to file an application for issuance of a cannabis public safety license to operate a cannabis business under this chapter, including without limitation an individual owner, operator, or agent of a cannabis business.

"Application for renewal" shall mean an application for a renewed cannabis public safety license, which application may be submitted by a licensee.

"Cannabis" shall have the meaning set forth in Cal. Bus. & Prof. Code § 26001(e) and as subsequently amended.

"Cannabis business" shall include:

a. Any business, facility, use, establishment, property, or location, whether fixed or mobile, where a commercial cannabis activity takes place.

b. Any building, facility, use, establishment, property, or location where any person or entity establishes, commences, engages in, conducts, or carries on, or permits another person or entity to establish, commence, engage in, conduct, or carry on, any activity that requires a state license under Cal. Bus. & Prof. Code § 26000 and following, including but not limited to cannabis

cultivation, cannabis distribution, cannabis manufacturing, cannabis testing and cannabis retail sales, and the operation of a cannabis microbusiness.

"Cannabis products" shall have the meaning set forth in Cal. Bus. & Prof. Code § 26001(i) and as subsequently amended.

"Cannabis use permit" shall mean a use permit issued for the operation of a cannabis business pursuant to Article X of Chapter 6.55 SLTCC.

"Commercial cannabis activity" shall include the cultivation, possession, manufacturing, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or acting as a cannabis event organizer for temporary cannabis events.

"Cultivation" shall mean any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Licensee" shall mean the cannabis business owner identified to the city as such, and to whom a city cannabis public safety license has been issued.

"Operator" shall mean any person responsible for management of the cannabis business; any person listed as an officer, director, manager, or member in statement of information filed with the Secretary of State for a cannabis business; any person listed in a governing document for a cannabis business, such as bylaws, articles of incorporation, or operating agreement; any person owning an interest in the cannabis business, unless the interest is solely a security, lien, or encumbrance; and any person that supervises an employee of the cannabis business.

"Owner" shall have that meaning set forth in Cal. Bus. & Prof. Code § 26001(am) and as it may be amended.

"Permittee" shall mean any person issued a cannabis use permit under Article X of Chapter 6.55 SLTCC.

"Police chief" shall mean the chief of the city of South Lake Tahoe police department.

"Property" shall mean the designated structure or structures and land specified in the cannabis use permit application that is owned, leased or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

"State cannabis laws" means and includes Cal. Health & Safety Code §§ 11362.1 through 11362.45; Cal. Health & Safety Code § 11362.5 (Compassionate Use Act of 1996); Cal. Health & Safety Code §§ 11362.7 through 11362.83 (Medical Marijuana Program); Cal. Bus. & Prof. Code § 26000 et seq. (Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA")); all state laws enacted or amended pursuant to SB-94, Chapter 27, Statutes of 2017; the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008, as such guidelines may be revised from time to time by action of the Attorney General; Cal. Labor Code § 147.5; Cal. Rev. & Tax. Code §§ 34010 through 34021.5; Cal. Fish and Game Code § 12029; Cal. Water Code § 13276; all state regulations adopted by the Department of Cannabis Control; any license issued by the Department of Cannabis Control; and all other applicable laws of the state of California regulating cannabis or cannabis products.

"State license" shall mean a license from the Department of Cannabis Control issued pursuant to Division 10 of the Cal. Bus. & Prof. Code.

SECTION 2. Subsection 4.180.030(C) (Conditions of Operation) of the South Lake Tahoe City Code is amended to read as follows:

C. Conditions of Operation.

1. Security Plan. A licensee shall provide adequate security on the premises of the cannabis business. The following minimum security standards shall be maintained at all times:

a. Surveillance System.

i. Each cannabis business shall be monitored at all times by a digital closed-circuit television surveillance system. Surveillance systems shall meet any applicable state law requirements, including those set forth in Title 4 of the California Code of Regulations, § 15044, and any subsequently enacted regulation. The camera and video recording surveillance system must be capable of providing surveillance of both interior and exterior areas of the cannabis business and must be of adequate quality, color rendition and resolution to allow the ready identification of an individual on or adjacent to the property. The recordings shall be maintained at the cannabis business or other location accessible to the police department for a period of not less than ninety (90) days.

ii. A sign shall be posted inside and at the entrances to the establishment indicating that the premises are under camera/video surveillance.

iii. The surveillance system recordings shall be maintained in such manner as to allow remote access by the police department. The police chief may request that the permittee provide secured electronic access to video feeds of the surveillance system in real time, to be provided via an online portal or through other software deemed acceptable to the police chief.

b. Loitering Adjacent to a Cannabis Business. Licensees shall take reasonable measures to reduce loitering by cannabis business members, patrons, guests and invitees in public areas, sidewalks, alleys and areas surrounding the property and adjacent premises during the business hours of the cannabis business.

c. Identification Verification System. Each cannabis business shall require identification upon entry to the cannabis business and shall implement electronic verification of identification provided to ensure that applicable age restrictions in SLTCC 6.55.800(A)(5) are complied with.

d. On-site Consumption. If a retail cannabis business includes an on-site consumption area, adequate security and lighting shall be provided for the on-site consumption area to protect the safety of patrons and protect the premises from theft.

2. Nuisances Prohibited. A licensee shall take reasonable steps to correct objectionable conditions that constitute a nuisance on any public sidewalk or public space abutting the cannabis business premises.

a. For purposes of this section, “objectionable conditions that constitute a nuisance” means public consumption of cannabis or cannabis products, disturbance of the peace, drug trafficking, disposing of litter or trash, or excessive loud noise.

b. For purposes of this section, “reasonable steps” means all of the following:

i. Calling the local law enforcement agency. Timely calls to the local law enforcement agency that are placed by the licensee, or his or her agents or employees, shall not be construed as evidence of objectionable conditions that constitute a nuisance.

ii. Requesting those persons engaging in activities causing objectionable conditions to cease those activities, unless the licensee, or his or her agents or employees, feels that their personal safety would be threatened in making that request.

iii. Making good faith efforts to remove items that facilitate loitering, such as furniture, except those structures approved or permitted by the local jurisdiction. The licensee shall not be liable for the removal of those items that facilitate loitering.

3. On-site Consumption Operations. A licensee with an on-site consumption area shall maintain the following operating conditions, in addition to the other operating conditions in this Subsection C, at all times:

a. No persons under 21 years of age shall be allowed in the on-site consumption area. Employees shall notify patrons verbally and through posting of a conspicuous sign that entry into the premises by persons under the age of 21 is prohibited.

b. Hours of operation for cannabis sales shall be limited to 6:00am to 10:00pm, and hours of operation in the on-site consumption area shall end no later than 2:00am, or as further limited by the cannabis use permit.

c. The licensee shall implement a ventilation plan to prevent the flow of smoke to all other areas of the cannabis business and neighboring businesses and properties, such that odor generated is not detected outside the consumption area.

d. The licensee shall provide employee training on how to assist customers to avoid overconsumption of edibles. This training must include information about various products the consumption area sells, such as potency, absorption time, and effects.

e. A responsible employee of the cannabis business must be present in the on-site consumption area at all times when it is open to customers.

f. Cannabis products ingested, smoked, or vaped in an on-site consumption lounge must be purchased on-site.

g. An employee of the cannabis business must securely repackage a customer’s opened and unfinished cannabis products before the customer leaves the on-site consumption area.

h. The sale or consumption of alcohol or tobacco products is not allowed on the premises.

i. A licensee allowing smoking or vaping shall comply with SLTCC 4.100 (Clean Air and Health Protection).

j. Employees must cut off service to impaired customers and provide an option for a safe ride home, such as a shuttle, taxi, or ride-share service.

4. State License Required to Operate. Operation of a cannabis business shall not commence until a licensee has obtained a valid state license. Licensees shall maintain a valid state license at all times during operation of a cannabis business.

SECTION 3. Subsection 4.180.040(B) (Application Filing Requirements) of the South Lake Tahoe City Code is hereby amended to read as follows:

B. Application Filing Requirements. A complete cannabis public safety license application or application for renewal or amendment along with all required fees and materials required by this chapter shall be submitted in order for a person, entity, and/or business to be considered for a cannabis public safety license. All cannabis public safety license applications or applications for renewal or amendment shall be filed with the chief of police using forms and authorizations provided by the city.

1. Eligibility for Filing. Public safety license applications and applications for renewal or amendment shall be filed by the owner and/or operator of the cannabis business.

2. Cannabis public safety license applications and applications for renewal or amendment shall include:

a. For each licensee, owner, operator and employee of the cannabis business, a fully legible copy of one valid government-issued form of photo identification, such as a state driver's license or identification card. Acceptable forms of government-issued identification include, but are not limited to, driver's license or photo identity cards issued by the State Department of Motor Vehicles (or equivalent), a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents) or a permanent resident card.

b. If the cannabis business is incorporated, a certified copy of the articles of organization, certificate(s) of amendment, bylaws, and statement(s) of information filed with the California Secretary of State for the cannabis business.

c. If the cannabis business is a limited liability company, a certified copy of the articles of organization, certificate(s) of amendment, operating agreement, bylaws, and statement(s) of information filed with the California Secretary of State for the cannabis business.

d. If the cannabis business is an unincorporated association, a copy of the articles of association and any filings made with the California Secretary of State.

e. The name, address, electronic mail address and mobile phone number of the applicant's or licensee's current designated agent for service of process.

f. Emergency Contact. The name, electronic mail address, and mobile phone number of an owner, operator, or manager to act as an on-site community relations staff person to whom the city may provide notice of any operating problems associated with the cannabis business.

g. A statement dated and signed by each applicant, under penalty of perjury, that the applicant has personal knowledge of the information contained in the application, that the information contained therein is true and correct.

3. In addition to a completed public safety license application or application for renewal, applicants or licensees shall provide and submit the following information to the chief of police:

a. The applicant and each owner, operator and employee shall consent to fingerprinting and a criminal background investigation, and shall undergo fingerprinting and a criminal background investigation.

b. Security Plans. Applicants shall provide a plan to provide adequate security on the premises of the cannabis business. The plan shall include standards showing the cannabis business's ability to comply with the conditions of SLTCC 4.180.030(C).

SECTION 4. Section 4.180.050 (Public Safety License and Public Safety License Renewal – Approval and Denial) is hereby amended to read as follows:

4.180.050 Public safety license issuance, renewal, and amendment – Approval and denial.

A. Criteria for Issuance. Cannabis public safety license applications or applications for renewal or amendment shall be approved where the chief of police confirms that the following criteria have been met:

1. The applicant and each owner, operator and employee of the cannabis business have authorized and completed fingerprinting.

2. The applicant and each owner, operator and employee of the cannabis business have authorized the use of their fingerprinting results to run a state and nationwide criminal background check.

3. The results of the criminal background checks establish that the applicant, owner(s), operator(s), and employees have not been convicted of an offense that is substantially related to the qualifications, functions, or duties of a cannabis business.

The following offenses are substantially related to the qualifications, functions, or duties of a cannabis business:

a. A violent felony conviction, as specified in Cal. Penal Code § 667.5(c).

b. A serious felony conviction, as specified in Cal. Penal Code § 1192.7(c).

c. A felony conviction involving fraud, deceit, or embezzlement.

d. A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.

e. A felony conviction for drug trafficking with enhancements pursuant to Cal. Health & Safety Code § 11370.4 or 11379.8.

f. Conviction for any controlled substance felony subsequent to licensure shall be grounds for revocation of a license or denial of the renewal of a license.

4. The applicant has not been convicted, cited, fined, or penalized by the state or any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a cannabis public safety license or cannabis public safety renewal license, for any unauthorized cannabis activities.

5. The applicant has not been convicted, cited, fined, or penalized by the state or any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a cannabis public safety license or cannabis public safety renewal license, for cultivation or production of a controlled substance on public or private lands.

6. Security Plan. The applicant or licensee has provided a security plan providing the minimum standards set forth in SLTCC 4.180.030(C)(1).

7. Minimum Age. The applicant or licensee, and each owner, operator and employee of the cannabis business, is at least 21 years of age.

B. In addition to the criteria in subsection A, the chief of police shall approve amendments to cannabis public safety licenses to allow on-site consumption at retailers where the chief of police confirms the following criteria have been met:

1. The applicant has provided a site plan shows the area designated for on-site consumption is physically separated and has a separate secure entrance from the retail storefront, and the area designated for on-site consumption is not visible from a public space and is situated and ventilated to prevent odors perceptible to neighboring properties.

2. If the site plan shows that adding an on-site consumption area will result in expansion of the area for retail use permitted by the cannabis use permit, the planning commission has approved an amendment to the cannabis use permit allowing the enlargement of retail space under SLTCC 6.55.760.

3. The applicant has provided an updated security plan providing the minimum standards set forth in SLTCC 4.180.030(C)(1)(d).

4. The applicant has provided an operations plan providing the minimum standards set forth in SLTCC 4.180.030(C)(3).

C. Criteria for Denial. Cannabis public safety licenses shall not be issued, renewed, or amended where the chief of police confirms that one or more of the criteria set forth in subsection (A) or (B) of this section have not been met. If the chief of police denies the cannabis public safety license application or application for renewal or amendment, he or she shall specify in writing the reasons for the denial of the application or application for renewal, and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to subsection (D) of this section.

D. Appeal from Chief of Police Determination. An applicant who disagrees with the chief of police's decision to approve or deny a cannabis public safety license application or application for renewal or amendment may appeal the decision to the city council in accordance with the appeal provisions of Chapter 2.35 SLTCC, Administrative Appeals.

SECTION 5. Subsection 4.180.070(A)(6) of the South Lake Tahoe City Code is hereby amended to read as follows:

6. Results of a criminal background check establish that a licensee, owner(s), operator(s), and/or employee has been convicted of an offense that is substantially related to the qualifications, functions, or duties of a cannabis business, as set forth in SLTCC 4.180.050(A)(3).

SECTION 6. 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 7. The City Council finds that proposed amendments to the Public Safety License Ordinance are exempt from review under CEQA under CEQA Guidelines section 15301 (Existing Facilities) because they involve operational and safety requirements at existing cannabis businesses with minor alterations of existing structures and no expansion of retail floor area used.

SECTION 8. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 9. This Ordinance shall become effective 30 days following its adoption.

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Effective:

**6.55.700 Purpose and intent.**
It is the purpose and intent of this article to regulate the cultivation, manufacturing, testing, and sales of medical and adult-use cannabis in order to ensure the health, safety, and welfare of the residents of the city of South Lake Tahoe. The regulations in this article are meant to ensure compliance with the state cannabis laws and are not intended to and do not interfere with a patient's right to use medical cannabis as authorized by the state cannabis laws. Nor do these regulations criminalize the possession or cultivation of cannabis for medical or nonmedical purposes as permitted by the state cannabis laws. Cannabis businesses within the city must comply with all provisions of the city code for obtaining permits for a cannabis business and must comply with the state cannabis laws and all other applicable local and state laws.

**6.55.710 Definitions.**
For the purposes of this article, the following words and phrases shall have the following meanings:

"Applicant" means any person who is required to file an application for a cannabis use permit and development agreement to operate a cannabis business under this article, including without limitation an individual owner, operator, or agent of a cannabis business.

"Cannabis" shall have the meaning set forth in Section 26001(~~f~~e) of the Business and Professions Code and as subsequently amended.

"Cannabis business" shall include:

a. Any business, facility, use, establishment, property, or location, whether fixed or mobile, where a commercial cannabis activity takes place.

b. Any building, facility, use, establishment, property, or location where any person or entity establishes, commences, engages in, conducts, or carries on, or permits another person or entity to establish, commence, engage in, conduct, or carry on, any activity that requires a state license under Business and Professions Code Section 26000 and following, including but not limited to cannabis cultivation, cannabis distribution, cannabis manufacture, cannabis testing and cannabis retail sales, and the operation of a cannabis microbusiness.

"Cannabis product" shall have the same meaning as in Section 11018.1 of the Health and Safety Code.

"Canopy" means all areas occupied by any portion of a cannabis plant, encompassing all vertical planes (i.e., stacking of plants), whether contiguous or noncontiguous on any one site. The canopy shall be measured by taking the longest length and widest width of existing plants (including all gaps, walkways, and open areas between plants) and multiplying the longest length by the longest width to get the area of the cannabis canopy. Each level of a stacked cultivation will be calculated as a separate canopy.

"Commercial cannabis activity" shall include the cultivation, possession, manufacturing, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or acting as a cannabis event organizer for temporary cannabis events.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Cultivator" means any cannabis business engaged in cultivation activities, but specifically excluding cultivation in a private residence or accessory dwelling unit authorized pursuant to SLTCC 6.55.720.

"Day care center" shall have that meaning as set forth Section 1596.76 of the Health and Safety Code.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer or patient. "Delivery" also includes the use by a retailer of any technology platform~~ owned and controlled by the retailer~~.

"Delivery operation" means a cannabis business that engages in or otherwise provides deliveries.

"Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensees.

"Distributor" means any cannabis business engaged in distribution.

"Drug paraphernalia" shall have the meaning set forth in California Health and Safety Code Section 11014.5, and as subsequently amended.

"Edible cannabis product" means cannabis that is intended to be used, in whole or in part, for human consumption.

"Extraction" means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

"Identification card" shall have the meaning set forth in California Health and Safety Code Section 11362.712, and as may be amended from time to time.

"Manufacture" means to compound, blend, extract, infuse, package, ~~and~~ label, or otherwise make or prepare a cannabis product.

"Manufacturer" means any cannabis business that conducts any activities involving the manufacture of a cannabis product.

"Medicinal cannabis" or "medicinal cannabis product" shall have the meaning set forth in California Business and Professions Code Section 26001(ai), which includes cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at California Health and Safety Code Section 11362.5, by a medicinal cannabis patient in California who possesses a physician's recommendation.

"Medical marijuana dispensary" shall mean a cooperative or collective of four or more members associating at a particular location or real property to cooperatively distribute cannabis to members for medical purposes and that operates on a not-for-profit basis.

"Microbusiness" means a cannabis business that engages in commercial cannabis activities of at least three of the following types of cannabis businesses: retailer, distributor, manufacturer, cultivator.

"Operator" shall mean any person responsible for management of the cannabis business; any person listed as an officer, director, manager, or member in the Statement of Information filed with the Secretary of State for a cannabis business; any person listed in a governing document for a cannabis business, such as bylaws, articles of incorporation, or operating agreement; any person owning an interest in the cannabis business, unless the interest is solely a security, lien, or encumbrance; and any person that supervises an employee of the cannabis business.

"Owner" shall have that meaning set forth in Section 26001(a~~)(l~~m) of the Business and Professions Code and as it may be amended.

"Package" or "packaging" means any container or wrapper that may be used for enclosing or containing any cannabis products. The term "package" does not include any shipping container or outer wrapping used solely for the transportation of cannabis products in bulk quantity to another licensee or licensed premises.

"Park" shall mean any land, with public access, intended to provide recreation. For the purposes of this article, "park" also includes public beaches.

"Permittee" shall mean any person issued a cannabis use permit under this article.

"Physician" shall mean a licensed medical doctor, including a doctor of osteopathic medicine as defined in the California Business and Professions Code.

"Property" shall mean the designated structure or structures and land specified in the cannabis use permit application that is owned, leased or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

"Retailer" means any cannabis business that engages in the sale of cannabis or cannabis products to customers, including medical and adult-use cannabis or cannabis products.

"School" means any public or private school providing instruction in kindergarten or any of grades one to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

"State cannabis laws" means and includes California Health and Safety Code Sections 11362.1 through 11362.45; California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program); California Business and Professions Code Section 26000 et seq. (Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)); all state laws enacted or amended pursuant to SB-94, Chapter 27, Statutes of 2017; the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008, as such guidelines may be revised from time to time by action of the Attorney General; California Labor Code Section 147.5; California Revenue and Taxation Code Sections ~~31020 and~~ 34010 through 34021.5; California Fish and Game Code Section 12029; California Water Code Section 13276; all state regulations adopted ~~pursuant to MAUCRSA~~by the

Department of Cannabis Control; any license issued ~~pursuant to MAUCRSA~~by the Department of Cannabis Control; and all other applicable laws of the state of California regulating cannabis or cannabis products.

"Testing laboratory" means a laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

"Youth centers" shall mean any youth center, as defined in Section 11353.1(e)(2) of the Health and Safety Code, any playground, as defined in Section 11353.1(e)(1) of the Health and Safety Code, and any child day care facility, as that term is defined in Section 1596.750 of the Health and Safety Code.

**6.55.720 Residential cultivation of cannabis.**

A. No person or entity may cultivate cannabis in any residence in the city, except that a person may cultivate no more than six living cannabis plants inside his or her private residence or inside an accessory structure to his or her private residence located upon the grounds of that private residence that is fully enclosed and secured against unauthorized entry; provided, that the owner of the property provides written consent expressly allowing the cannabis cultivation to occur, there is no use of gas products ($CO_2$, butane, propane, natural gas, etc.) on the property for purposes of cannabis cultivation, and the cultivation complies with Health and Safety Code Section 11362.2(a)(3), as it may be amended.

B. Amortization of Existing Residential Cultivation Permits. All residential cultivation permits previously issued by the city are hereby deemed amortized and are null and void.

C. No Vested Rights. No person(s) shall have any vested rights to any permit, right or interest under this article, regardless of whether such person(s) cultivated cannabis prior to adoption of the ordinance codified in this article.

D. Public Nuisances. Cultivation shall not create a public nuisance and adversely affect the health or safety of persons residing in or near the residence where the cultivation occurs. A public nuisance may be deemed to exist if cultivation produces:

1. Odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby properties or areas open to the public;

2. More than three substantiated responses to valid confirmed complaints in a one-year time period to the residence from law enforcement officers;

3. More than three disruptions in a one-year time period to the free passage of persons or vehicles in the neighborhood;

4. Excessive noise which is disturbing to people of normal sensitivity on adjacent or nearby properties or areas open to the public in accordance with SLTCC 4.70.160;

5. Adverse effects to health or safety through creation of mold, mildew, dust, glare, heat, noise, noxious gases, odor, smoke, traffic, parking, vibration, or other impacts, or be hazardous because of the use or storage of materials, processes, products or wastes.

E. Environment. Runoff and waste disposal by the residence where cultivation occurs must be in compliance with any applicable city, county, regional, state, and federal laws and regulations. A violation of any applicable city, county, regional, state, or federal law will be deemed a violation of this article.

F. Cultivation of cannabis in residences shall be in conformance with the following requirements:

1. Cultivation shall only occur in fully enclosed and secure structures. All outdoor cultivation of cannabis is strictly prohibited.

2. Cultivation shall only occur in residences which are in full compliance with the city code, including the building code and fire code.

3. No cooking, baking, or alteration as to form and substance of cannabis for commercial purposes, and/or sale, is permitted in a residence which cultivates cannabis.

4. From a public right-of-way, there shall be no exterior evidence of cannabis cultivation occurring at the residence.

**6.55.730 Cannabis businesses – Use permit, development agreement, and public safety license required.**

It shall be unlawful for any person to engage in, to conduct or carry on (or to permit to be engaged in, conducted or carried on) in or upon property located within the city, the operation of a cannabis business unless that person has first obtained and continues to maintain in full force and effect: a valid cannabis use permit issued by the city for that property, a development agreement with the city for use of the property as a cannabis business, and a valid cannabis public safety license issued by the city to the owner and/or operator of the cannabis business, pursuant to Chapter 4.180 SLTCC.

**6.55.740 Cannabis businesses – General provisions.**

A. Cannabis Businesses Allowed.

1. Only those types of cannabis businesses set forth in this section shall be allowed within the city:

a. Retailers.

b. Microbusinesses.

c. Testing labs.

d. Cultivators.

e. Manufacturers.

f. Distributors.

g. Delivery operations.

h. Existing permitted medical marijuana dispensaries, subject to SLTCC 6.55.840.

Any and all cannabis businesses, activities, nonprofits, associations, enterprises, collectives, cooperatives or dispensaries not expressly described herein are expressly prohibited. Temporary cannabis events are prohibited within the city.

2. No more than one cannabis business may exist in the same suite or unit on a lot or parcel of property.

3. An owner and/or operator of a cannabis business may not own or operate more than one retail cannabis business, including a microbusiness with a retailer component, within the city.

4. No more than ~~two~~ four retailers are permitted in the city, ~~unless one or both of the permitted microbusinesses do not include a retailer component, in which case an additional retailer shall be permitted for each microbusiness without a retailer component, up to a limit of no more than four retailers in the city~~including microbusinesses with a retailer component.

5. No more than two microbusinesses are permitted in the city, unless after the application period referenced in SLTCC 6.55.750(C) there are open permits for retailers, cultivators, manufacturers, or distributors, in which case the city council may adopt a resolution to reopen the application period to allow additional microbusinesses combining the open permit types.

6. No more than two cultivators are permitted in the city.

7. No more than four manufacturers are permitted in the city.

8. ~~No d~~Distributors are permitted in the city~~,~~ only as part of a microbusiness, unless one or ~~both~~ more of the permitted microbusinesses do not include a distributor component, in which case a distributor shall be permitted for each microbusiness without a distributor component~~, up to a limit of no more than two distributors in the city~~.

9. Medical marijuana dispensaries operating under SLTCC 6.55.840 shall not be considered in determining the number of retailers, microbusinesses, manufacturers, distributors, or cultivators allowed under subsections (A)(4) through (A)(8) of this section. The maximum number of cannabis businesses permitted under the numerical limitations set forth in subsections (A)(4) through (A)(8) of this section are in addition to any medical marijuana dispensaries operating under SLTCC 6.55.840.

B. Limitations on Location.

1. Permissible Zoning. Subject to limitations described in this article and other parts of SLTCC Title 6, and applicable regulations of the Tahoe Regional Planning Agency, cannabis businesses may operate only in a location where such land use will be consistent with the land uses authorized under the applicable area plan, plan area statement, and/or community plan for such location. Table 6.55.740 sets forth the applicable permissible use categories for each type of cannabis business.

**Table 6.55.740**

| City Cannabis Business Type | TRPA Permissible Use Categories |
|---|---|
| a. Retailers (including delivery operations) | "food and beverage retail sales" and "general merchandise stores" |
| b. Microbusinesses | |
| i. Retailer | See a. |
| ii. Distributor | See f. |
| iii. Manufacturer | See e. |
| iv. Cultivator | See d. |
| c. Testing labs | "industrial services" |
| d. Cultivators | "industrial services" |
| e. Manufacturers | "food and kindred products" and "small scale manufacturing"* |
| f. Distributors | "wholesale and distribution" |

* The applicable TRPA permissible use category for a manufacturer will depend on the type of cannabis product being manufactured.

2. Areas and Zones Where Cannabis Businesses Are Not Permitted.

a. Notwithstanding subsection (B)(1) of this section, a cannabis business may not operate on a parcel or lot located within 1,000 feet of a school, or 600 feet of a youth center, or 600 feet of a day care center, or 150 feet of any park, any religious institution, any residential or outpatient drug or alcohol treatment facility licensed by the State Department of Health Care Services, or hospital, that is in existence at the time the cannabis use permit is issued.

Distances under this subsection shall be calculated as a straight line from any parcel line of the property on which the cannabis business is located to the parcel line of the real property on which the facility, building, or structure, or portion of the facility, building or structure, in which the listed use occurs or is located. Locational restrictions shall apply to an entire parcel if any portion of the parcel is located within the applicable buffer distance.

b. Cannabis businesses may not operate on a parcel or lot located within a residential designated land use area, as depicted in the city's general plan.

C. Transfer of Cannabis Use Permits.

1. Permit – Site Specific. A permittee shall not operate a cannabis business under the authority of a cannabis use permit at any place other than the parcel and specified address of the cannabis business stated in the application for the permit. All permits issued by the city pursuant to this article shall be nontransferable to a different location.

2. Transfer of a Permitted Cannabis Business. A permittee shall not transfer ownership or control of a cannabis business or attempt to transfer a cannabis use permit to another person unless and until the transferee obtains an amendment to the cannabis use permit from the planning commission to the permitting requirements of this article stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the development services department in accordance with all provisions of this article accompanied by the required transfer review application deposit.

3. Request for Transfer with a Revocation or Suspension Pending. No cannabis use permit may be transferred (and no permission for a transfer may be issued) when the development services department has notified the permittee in writing that the permit has been or may be suspended or revoked for noncompliance with this chapter and a notice of such suspension or revocation has been provided.

4. Transfer without Permission. Any attempt to transfer a cannabis use permit either directly or indirectly in violation of this chapter is declared void, and the permit shall be deemed revoked.

**6.55.750 Cannabis use permit application requirements.**

A. Cannabis Public Safety License. Applicants seeking a cannabis use permit and development agreement to operate a cannabis business within the city shall first submit an application for a cannabis public safety license. Upon the chief of police's, or his/her designee's, approval of the application for a cannabis public safety license, the applicant may submit an application for a cannabis use permit and development agreement to operate a cannabis business.

B. Except as set forth in this article, applications for cannabis use permits shall be processed consistent with Article VII (Use Permits and Variances). The city manager, or his/her designee, may recommend, and the city council may establish by resolution, any necessary procedures and application requirements.

C. Use Permits for Retailers, Cultivators, Manufacturers, Distributors, and Microbusinesses. Because only a limited number of retailers, cultivators, manufacturers, distributors, and microbusinesses are permitted, an application period for these businesses shall be established that allows the city to select the best applicants for negotiation of a development agreement. Such applicants shall be placed on a qualified applicant list. The process and selection criteria for selection of the best applicants to be placed on the qualified applicant list shall be established by resolution of the city council.

D. Applications shall include a requirement that applicants demonstrate owner consent to operate a cannabis business on the property. Applications for cannabis retailers shall also include a statement as to whether the use will include delivery of cannabis and cannabis products to locations outside the retailer's property. If delivery services will be provided, the application shall describe the operational plan and specific extent of such service, security protocols, and how the delivery services will comply with the requirements set forth in this article and state law.

E. Site Plan. Applicants shall submit a site plan that shall include a floor plan, and a scaled premises diagram showing the boundaries of the cannabis business and property with all boundaries, dimensions, entrances and exits, interior partitions and walls, with labeling of each room, windows and common shared entryways. If the proposed cannabis business consists of only a portion of the property, the diagram shall be labeled indicating which part of the property is the proposed cannabis business and what the remaining property is used for.

F. Cost Recovery. Every application for a cannabis use permit shall be accompanied by a deposit (in an amount established by resolution of the city council) and the applicant shall replenish such deposit at the request of the city to allow for recovery of the city's full cost of reviewing and issuing said permit and preparing and considering a development agreement.

**6.55.760 Review, issuance, and/or denial of cannabis use permit applications.**

A. Criteria for Issuance. In addition to the required findings for issuance of a special use permit in SLTCC 6.55.620(B), the planning commission, or the city council on appeal, shall make all of the following findings in determining whether to grant, modify, or deny a cannabis use permit for any cannabis business:

1. If the cannabis business is a microbusiness, retailer, manufacturer, distributor, or cultivator, the applicant is on the qualified applicant list established and maintained by the city.

2. The cannabis use permit application is complete and the applicant has submitted all information and materials required.

3. The proposed location of the cannabis business will comply with the buffer requirements in SLTCC 6.55.740(B) and is not likely to have a potentially adverse effect on the health, peace, or safety of persons due to the proximity of the proposed cannabis business to a school, youth center, park, church, state licensed drug or alcohol treatment facility, or hospital.

4. The proposed location of the cannabis business is not likely to have a potentially adverse effect on the health, peace, or safety of persons due to the proposed cannabis business's proximity to another existing or permitted cannabis business, and no significant nuisance issues or problems are likely or anticipated.

5. The design of the cannabis business is compatible with the city's design guidelines.

6. The property is located on a property which is consistent with all development standards of this title.

7. The location is not prohibited under the provisions of this title or any local or state law, statute, rule, or regulation.

8. The cannabis business will not violate any provision of the SLTCC or condition imposed by a city-issued permit, or any provision of any other local or state law, regulation, or order, or any condition imposed by permits issued in compliance with those laws.

9. The site plan for the cannabis business has incorporated features necessary to assist in reducing potential nuisance and crime-related problems. These features may include, but are not limited to, procedures for allowing entry; reduction of opportunities for congregating and obstructing public ways and neighboring property; and limiting furnishings and features that encourage loitering and nuisance behavior.

B. Supplemental Findings – Cannabis Testing Laboratory. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a testing lab:

1. The owners, permittees, operators, and employees of the testing lab will not be associated with any other form of commercial cannabis activity.

2. The testing lab meets the accreditation requirements set forth in Business and Professions Code Section 26100(~~g~~h) and any applicable regulations enacted by the ~~Bureau~~ Department of Cannabis Control.

3. The testing lab operating plan demonstrates proper protocols and procedures for statistically valid sampling methods and accurate certification of cannabis and cannabis products for potency, purity, pesticide residual levels, mold, and other contaminants according to adopted industry standards.

C. Supplemental Findings – Cultivators. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a cultivator:

1. The cultivation of cannabis for commercial purposes shall only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to ~~5~~22,000 square feet of total canopy size per property.

3. The cultivation of cannabis will be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

4. The applicant for cultivation of cannabis with a total canopy size greater than 5,000 square feet per property has submitted documentation that electrical power used for commercial cannabis activity meets the average electricity greenhouse gas emissions intensity required by the local utility provider pursuant to the California Renewables Portfolio Standard

Program, and has submitted an energy efficiency plan showing measures being taken to minimize energy consumption in lighting, HVAC, and dehumidifying equipment.

D. Supplemental Findings – Manufacturers. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a manufacturer:

1. The manufacturer shall be limited to 2,500 square feet of fully enclosed space.

2. The manufacturer shall not undertake any volatile extraction activities, and shall only conduct the operations authorized under the "Type 6," "Type N," or "Type P" license categories, as defined in the ~~California Department of Public Health~~Department of Cannabis Control regulations, Title ~~17~~ 4 of the California Code of Regulations, Section ~~40118~~17006, as may be amended.

E. Criteria for Denial. The planning commission shall deny an application that meets any one of the following criteria:

1. Any supervisor, employee, or person having a 10 percent or more financial interest in the cannabis business has been convicted of a felony or a drug-related misdemeanor reclassified by Section 1170.18 of the California Penal Code (Proposition 47) within the past 10 years. A conviction within the meaning of this subsection means a plea or verdict of guilty or a conviction following a plea of nolo contendere;

2. Any person who is listed on the application or is an owner or operator, is a licensed physician making patient recommendations for medical cannabis pursuant to Section 11362.7 of the Health and Safety Code;

3. Any person who is listed on the application or is an owner or operator is less than 21 years of age;

4. The proposed cannabis business does not comply with the provisions of this article or state cannabis laws; and

5. The planning commission is unable to make a required finding contained in this section.

F. Planning Commission Determination. If the planning commission, by a majority vote of a quorum of commissioners, denies the application, the planning commission shall specify in writing the reasons for the denial of the application, and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to Chapter 2.35 SLTCC.

G. Use Permit and License Issuance. No cannabis use permit shall be issued by the city until a development agreement is approved for the operation of the cannabis business. Within 10 days after the city council's approval of a development agreement for the operation of a cannabis business, the chief of police shall issue all permittees a cannabis public safety license, and the development services department shall issue a cannabis use permit, provided that the planning commission has made all findings required under this section.

H. Indemnification. Cannabis use permits shall contain a condition requiring the dispensary, through its management members, to execute an agreement in a form approved by the city attorney whereby the cannabis business (1) releases the city, and its agents, officers, elected officials, and employees from any injuries, damages, or liabilities of any kind that result from any arrest or prosecution of the cannabis business or its management members, employees, or members for violation of state or federal laws, (2) defends, indemnifies and holds harmless the city and its agents, officers, elected officials, and employees for any claims, damages, or injuries brought by any party arising out of the city's decision to permit the operation of the cannabis business, and (3) defends, indemnifies and holds harmless the city and its agents, officers, elected officials, and employees for any claims, damages, or injuries of any kind brought by adjacent or nearby property owners or other third parties due to the operations at the cannabis business.

**6.55.770 Appeal from planning commission determination.**
An applicant or any interested party who disagrees with the planning commission's decision to issue, issue with conditions, or to deny or revoke a cannabis use permit may appeal the planning commission's decision to the city council in accordance with the appeal provisions of Chapter 2.35 SLTCC.

**6.55.780 Suspension and revocation by planning commission.**
A. Authority to Suspend or Revoke a Cannabis Use Permit. Any permit issued under the terms of this article may be suspended or revoked by the planning commission.

B. A cannabis use permit may be revoked if it appears to the planning commission that the cannabis business has violated any of the requirements of this article or the security plan required pursuant to Chapter 4.180 SLTCC, or the cannabis business is being operated in a manner which constitutes a nuisance, or the cannabis business has ceased to operate for 30 days or more, or the owner or operator of the cannabis business fails to maintain a valid and current public safety license, or the cannabis business has not entered into and/or complied with the terms of a valid development agreement, or the cannabis business is being operated in a manner which conflicts with or violates state cannabis laws.

C. Any cannabis use permit revoked pursuant to this section shall be deemed to be expired and shall no longer entitle the permittee to any uses authorized by the cannabis use permit.

D. Revocation, expiration or nullification of a cannabis public safety license pursuant to SLTCC 4.180.060 and 4.180.070, or expiration of a development agreement to operate the cannabis business, shall automatically terminate the cannabis use permit issued to the licensee and shall terminate the ability of the licensee to operate a cannabis business without initiation of revocation proceedings by the planning commission.

E. Annual Review of Cannabis Businesses. The development services department is hereby authorized to conduct an annual review of the operation of each permitted cannabis business within the city for full compliance with the operational, record-keeping, nuisance and other requirements of this article, in coordination with any other departments of the city. Each cannabis business shall pay a fee in an amount established by resolution of the city council which shall be collected in order to reimburse the city for the time involved in the annual review process, unless such fee is set forth in a development agreement approved by the city council for

such cannabis business. The staff may initiate a permit suspension or revocation process for any cannabis business which, upon completion of an annual review, is found not to be in compliance with the requirements of this chapter or which is operating in a manner which constitutes a public nuisance. Staff may, based upon its annual review of the operation of a cannabis business, place on a planning commission meeting agenda, a proposal to suspend or revoke a cannabis use permit.

**6.55.790 Development agreement.**

A. Prior to operating in the city and as a condition of issuance of a cannabis use permit, each cannabis business shall enter into a development agreement pursuant to Government Code Section 65864 et seq. with the city setting forth the terms and conditions under which the cannabis business will operate that are in addition to the requirements of this article, including, but not limited to, public outreach and education, community service, payment of fees and other charges as set forth in subsection (C) of this section, and such other terms and conditions that will protect and promote the public health, safety, and welfare. Further procedures and minimum standards for a development agreement may be enacted by resolution of the city council.

B. The planning commission shall make a recommendation to the city council on whether to approve a development agreement submitted to it by city staff. The city council shall make a final decision on whether to approve a development agreement recommended to the city council by the planning commission.

C. Development agreements shall include a provision requiring the payment of a public safety impact mitigation fee based on a pro-rata share of projected annual enforcement costs for cannabis businesses within the city. Additionally, applicants may provide for a community public benefit, in an amount not to exceed six percent of gross receipts received.

D. If the voters of the city of South Lake Tahoe pass a measure approving any tax on any cannabis businesses, any development agreements entered into pursuant to this section shall expire upon the expiration of the term set forth in such development agreement, and shall not be renewed. All cannabis businesses operating pursuant to a development agreement shall be subject to any applicable taxes approved by the voters.

**6.55.800 Cannabis businesses – Conditions of operation.**

A. All Cannabis Businesses. All cannabis businesses shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements:

1. State Licensing and Compliance with State Cannabis Laws. The city recognizes that state law requires dual licensing at the state and local level for all cannabis businesses. All operators shall therefore be required to diligently pursue and obtain a state cannabis license at such time as the state begins issuing such licenses, and shall comply at all times with all applicable state cannabis laws.

2. Cannabis Public Safety License. A cannabis business shall maintain a cannabis public safety license at all times. The failure to maintain a cannabis public safety license, revocation of a cannabis public safety license, or lapse in renewal of a cannabis public safety license shall be the basis for immediate termination of the right to operate a cannabis business under a cannabis use permit.

3. A cannabis business shall have entered into a development agreement with the city and shall comply with the terms of the development agreement at all times during operations of the cannabis business.

4. Employees. It shall be unlawful for the applicant, owner, operator, or any other person effectively in charge of any cannabis business to employ any person who is not at least 21 years of age.

5. Minors. Persons under the age of 21 years shall not be allowed on the premises of a cannabis business unless they are a qualified patient. The entrance to each cannabis business shall have, clearly and legibly posted, a notice indicating that persons under the age of 18 are prohibited from entering the premises unless they are a qualified patient and they are in the presence of their parent or guardian.

6. Every cannabis business shall display, at all times during its regular business hours, the cannabis use permit and cannabis public safety license issued for such cannabis business in a conspicuous place so that the same may be readily seen by all persons entering the cannabis business.

7. No cannabis business shall hold or maintain a license from the State Department of Alcoholic Beverage Control for the sale of alcoholic beverages, or operate a business on the premises of the cannabis business that sells alcoholic beverages, or otherwise allow alcoholic beverages to be possessed, distributed, or consumed on the premises.

8. No cannabis business shall be a retailer of tobacco products.

9. Operation of a cannabis business shall not result in illegal redistribution or sale of cannabis obtained, or the use or distribution in any manner which violates state cannabis laws or this article.

10. Odors. All cannabis businesses shall be sited and/or operated in a manner that prevents cannabis odors from being detected off site. All structures utilized for indoor cannabis cultivation shall be equipped and/or maintained with sufficient ventilation controls (e.g., carbon scrubbers) to eliminate nuisance odor emissions from being detected off site.

11. Security. The cannabis business shall at all times comply with all elements of its security plan, submitted as a part of its cannabis public safety license application pursuant to Chapter 4.180 SLTCC.

12. Signage and Advertising. The cannabis business shall comply with all applicable provisions of Chapter 6.40 SLTCC and any applicable Tahoe Regional Planning Agency regulations. All advertising shall comply with Business and Professions Code Section 26151.

13. On-Site Consumption. On-site consumption ~~shall be~~is ~~prohibited~~ allowed at permitted retailers and microbusinesses with a retailer component upon approval of an amended Public Safety License under Section 4.180.050 and, if the addition of on-site consumption increases the floor area used for retail, approval of an amended Cannabis Use Permit under SLTCC section 6.55.800(B)(2). ~~On or around the one-year anniversary of the effective date of the ordinance codified in this article, the city council commits to cause an item to be placed on~~

~~the agenda of a city council meeting to consider whether the prohibition on on-site consumption at retailers should remain in place.~~

14. Additional Conditions. The planning commission may impose additional conditions which it deems necessary to ensure that operation of the cannabis business will be in accordance with the standards and regulations provided in this title, the standards set forth by separate resolution of the city council, and applicable state laws.

B. Supplemental Conditions – Retailers. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis retailer shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Retailers may not sell drug paraphernalia and implements that may be used to ingest or consume cannabis except where such sales and operations comply with Health and Safety Code Section 11364.5.

2. Retailers shall not be enlarged in size (i.e., increased floor area) without the planning commission's prior review and approval and an approved amendment to the existing cannabis use permit applied for and issued pursuant to the requirements of this article.

3. Retailers shall only sell, deliver, or give away medical cannabis to individuals authorized to receive medical cannabis in accordance with state cannabis laws. Retailers of medical cannabis shall require such persons receiving medical cannabis to provide valid official identification, such as a Department of Motor Vehicles driver's license or State Identification Card, each time he or she seeks to purchase medical cannabis.

4. Hours of Operation. Retailers may only operate during the hours between 6:00 a.m. through 10:00 p.m., except that authorized on-site consumption areas may operate until 2:00 a.m. with no cannabis sales after 10:00 p.m. The planning commission may further restrict a retailer's days and hours of operation as a condition of a cannabis use permit. A retailer shall post its approved days and hours of operation on a sign located on the street frontage of the cannabis business in a manner consistent with the city's sign regulations.

5. Retailers shall not have a physician on-site to evaluate patients and/or provide recommendations for the use of medical cannabis.

6. State Seller's Permit. Retailers shall, at all times during operation, maintain a valid seller's permit required pursuant to Part 1 (commencing with Section 6001) of Division 2 of the California Revenue and Taxation Code.

7. Retailers shall make available lock bags on site for purchase or shall provide information on how to obtain a lock bag.

8. Cannabis and cannabis products shall only be sold as pre-packaged consumer products, and each type of product shall be pre-packaged in a uniform amount per package. Cannabis and cannabis products shall be pre-packaged for general sale and not at the request of any specific customer.

C. Supplemental Conditions – Cultivators. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis cultivation operation shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Outdoor commercial cultivation prohibited. The cultivation of cannabis for commercial purposes may only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to ~~5~~22,000 square feet of total canopy size per property.

3. The cultivation of cannabis must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides. Any fumigation or insecticidal fogging shall comply with the California Fire Code Chapter 26 (Fumigation and Insecticidal Fogging).

4. Screening. Cannabis plants shall not be visible from any location beyond the property.

5. Cultivators shall maintain either the "Type 1A" (specialty indoor), ~~and~~ "Type 1B" (specialty mixed-light), "Type 1C" (specialty cottage), "Type 2A" (small indoor), "Type 2B") (small mixed-light), "Type 3A" (indoor), "Type 3B" (mixed-light) or "Type 4" (nursery) licenses as defined in Business and Professions Code Section 26061, and issued by the Department of ~~Food and Agriculture~~Cannabis Control, at all times of operation.

6. Cultivators may not engage in retail sales at the same property as cultivation.

D. Supplemental Conditions – Delivery Operations. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis delivery operation shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Delivery operations shall only be operated by a permitted cannabis retailer that has a physical location and a retail storefront in the city open to the public. A cannabis retailer shall not conduct sales exclusively by delivery.

2. Vehicles used for deliveries shall have a GPS tracker, and records shall be maintained regarding the location of all deliveries. No more than maximum of $3,000 in cash, or equivalent value of cannabis or cannabis products, may be carried at any time.

E. Supplemental Conditions – Microbusinesses. In addition to each of the conditions of operation set forth in subsection (A) of this section, each microbusiness shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Except as modified by this subsection (E), each microbusiness with a retail component shall comply with all conditions of operation set forth in subsection (B) of this section, each microbusiness with a cultivator component shall comply with all conditions of operation set forth in subsection (C) of this section, each microbusiness with a manufacturer component shall comply with all conditions of operation set forth in subsection (F) of this section, and each microbusiness with a distributor component shall comply with all conditions of operation set forth in subsection (G) of this section.

2. Microbusinesses undertaking manufacturing activity shall utilize only extraction processes that employ nonvolatile solvents for the purposes of extracting cannabinoids and processes that are recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act. Microbusinesses undertaking manufacturing activity shall maintain a license of the "Type 6," "Type N," or "Type P" license categories, as defined in Title ~~17~~ 4 of the California Code of Regulations, Section ~~40118~~17006, as may be amended.

3. The cultivation of cannabis for commercial purposes by microbusinesses shall be limited to 10,000 square feet of total canopy size per property.

4. A microbusiness with a retail component may engage in retail sales on the same property as a cultivation component, but shall limit access to the public to only the retail component of the microbusiness.

F. Supplemental Conditions – Manufacturers. In addition to each of the conditions of operation set forth in subsection (A) of this section, manufacturers shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Manufacturers shall not engage in on-site retail sales of cannabis or cannabis products.

2. Manufacturers shall utilize only extraction processes that employ nonvolatile solvents and are recognized as safe pursuant to the Federal Food, Drug, and Cosmetic Act.

3. Standard of Equipment. Manufacturing, processing, and analytical testing devices used by manufacturers must be UL (Underwriters Laboratories) listed or otherwise certified by an approved third party testing agency or engineer and approved for the intended use by the city's building official and fire code official.

4. Food Handler Certification. All owners, employees, volunteers, or other individuals that participate in the production of edible cannabis products shall be state-certified food handlers. The valid certificate number of each such owner, employee, volunteer, or other individual must be on record at the property where the individual participates in the production of edible cannabis products.

5. Edible Cannabis Product Manufacturing. Manufacturers that sell or manufacture edible cannabis products shall obtain a county health permit to sell and/or manufacture edible cannabis products. Permit holders shall comply with ~~California Health and Safety Code Section 13700 et seq. and~~ county health permit requirements.

6. The manufacturer shall maintain a manufacturer license of "Type 6," "Type N," or "Type P" license categories, as defined in Title ~~17~~ 4 of the California Code of Regulations, Section ~~40118~~17006, as may be amended.

G. Supplemental Conditions – Distributors. In addition to each of the conditions of operation set forth in subsection (A) of this section, distributors shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. No distributor may distribute cannabis from an unlicensed cannabis cultivator or manufacturer. Distributors may only distribute cannabis products between other licensed businesses within the state of California.

2. Distributors may not sell cannabis products directly to consumers, and cannabis distribution facilities shall be fully enclosed and inaccessible to the general public.

H. Maintenance, Access to, and Inspection of Records.

1. Every cannabis business shall maintain on-site, at the property designated for the operation of the cannabis business, all records of the cannabis business.

2. Financial Records. The cannabis business shall maintain a written accounting record or ledger of all cash, receipts, credit card transactions, reimbursements, (including any in-kind contributions), and any and all reasonable compensation for services provided by the cannabis business, as well as records of all operational expenditures and costs incurred by the cannabis business in accordance with generally accepted accounting practices and standards typically applicable to business records.

3. Record Retention Period. The records required in this subsection shall be maintained by the cannabis business for a period of five years and shall be made available to the city within 24 hours of written request.

4. A duly designated city police department or finance department representative may enter and shall be allowed to inspect the premises of every cannabis business as well as the financial and membership records of the cannabis business required by this article at any time during the cannabis business's designated business hours, or at any appropriate time to ensure compliance and enforcement of the provisions of this article. Such representative may also require the cannabis business to also provide access to such financial records electronically. It shall be unlawful for any owner, operator, or any other person having any responsibility over the operation of the cannabis business to refuse to allow, impede, obstruct or interfere with an inspection of the cannabis business or the required records thereof.

**6.55.810 Business license tax liability.**
An operator of a cannabis business shall be required to apply for and obtain a business and professions tax certificate pursuant to Chapter 3.35 SLTCC as a prerequisite to obtaining a cannabis use permit pursuant to the terms of this article. The cannabis businesses shall be subject to sales tax and other applicable taxes in a manner required by state law.

**6.55.820 No vested rights.**
No person(s) shall have any vested rights to any permit, right or interest under this chapter, regardless of whether such person(s) cultivated, sold, distributed or otherwise engaged in acts related to the use of cannabis prior to adoption of the ordinance codified in this article.

**6.55.830 Public nuisance.**
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 subject to administrative citations as set forth in Chapter 2.30 SLTCC, summarily abated by the city pursuant to Chapter 4.40

SLTCC and/or Code of Civil Procedure, Section 731, or subject to any other remedy available to the city.

**6.55.840 Existing permitted medical marijuana dispensaries.**

A. Any medical marijuana dispensary operating pursuant to (1) a valid South Lake Tahoe dispensary permit (which permit was issued pursuant to South Lake Tahoe Ordinance No. 1032) as of the effective date of the ordinance codified in this article, or (2) a valid court order authorizing the continued operation of a medical marijuana dispensary pursuant to Ordinance No. 1032, shall be permitted to continue operation subject to compliance with all requirements set forth in Ordinance No. 1032 for a period of three years from the effective date of the ordinance codified in this article to seek permits and licenses required under the city code. During this three-year period, any existing medical marijuana dispensary may temporarily expand its land use to include adult use upon obtaining all required state licensing for such adult use and a cannabis public safety license from the city, and may provide a community public benefit in an amount not to exceed six percent of gross receipts received. At the end of the three-year period, any existing medical marijuana dispensary shall be subject to all city regulations, permit, and license requirements applicable at that time and shall be required to have obtained all applicable permits and licenses prior to continuing operation. The city manager may renew any dispensary permit previously issued pursuant to Ordinance No. 1032 during the three-year period, provided that the requirements for renewal set forth in Ordinance No. 1032 are satisfied, and may modify, deny, suspend or revoke any dispensary permit previously issued in accordance with the requirements for such action by the city manager set forth in Ordinance No. 1032.

B. Except as set forth herein, nothing in this section shall authorize a physical or operational expansion of any existing permitted medical marijuana dispensary beyond the locations, physical sizes, or uses specifically articulated and allowed under South Lake Tahoe Ordinance No. 1032.

C. This section shall not create any vested rights to any permit, right or interest under Ordinance No. 1032, regardless of whether such person(s) cultivated, sold, distributed or otherwise engaged in acts related to the use of cannabis prior to adoption of the ordinance codified in this article or Ordinance No. 1032.

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**6.55.700 Purpose and intent.**
It is the purpose and intent of this article to regulate the cultivation, manufacturing, testing, and sales of medical and adult-use cannabis in order to ensure the health, safety, and welfare of the residents of the city of South Lake Tahoe. The regulations in this article are meant to ensure compliance with the state cannabis laws and are not intended to and do not interfere with a patient's right to use medical cannabis as authorized by the state cannabis laws. Nor do these regulations criminalize the possession or cultivation of cannabis for medical or nonmedical purposes as permitted by the state cannabis laws. Cannabis businesses within the city must comply with all provisions of the city code for obtaining permits for a cannabis business and must comply with the state cannabis laws and all other applicable local and state laws.

**6.55.710 Definitions.**
For the purposes of this article, the following words and phrases shall have the following meanings:

"Applicant" means any person who is required to file an application for a cannabis use permit and development agreement to operate a cannabis business under this article, including without limitation an individual owner, operator, or agent of a cannabis business.

"Cannabis" shall have the meaning set forth in Section 26001(~~f~~e) of the Business and Professions Code and as subsequently amended.

"Cannabis business" shall include:

a. Any business, facility, use, establishment, property, or location, whether fixed or mobile, where a commercial cannabis activity takes place.

b. Any building, facility, use, establishment, property, or location where any person or entity establishes, commences, engages in, conducts, or carries on, or permits another person or entity to establish, commence, engage in, conduct, or carry on, any activity that requires a state license under Business and Professions Code Section 26000 and following, including but not limited to cannabis cultivation, cannabis distribution, cannabis manufacture, cannabis testing and cannabis retail sales, and the operation of a cannabis microbusiness.

"Cannabis product" shall have the same meaning as in Section 11018.1 of the Health and Safety Code.

"Canopy" means all areas occupied by any portion of a cannabis plant, encompassing all vertical planes (i.e., stacking of plants), whether contiguous or noncontiguous on any one site. The canopy shall be measured by taking the longest length and widest width of existing plants (including all gaps, walkways, and open areas between plants) and multiplying the longest length by the longest width to get the area of the cannabis canopy. Each level of a stacked cultivation will be calculated as a separate canopy.

"Commercial cannabis activity" shall include the cultivation, possession, manufacturing, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or acting as a cannabis event organizer for temporary cannabis events.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Cultivator" means any cannabis business engaged in cultivation activities, but specifically excluding cultivation in a private residence or accessory dwelling unit authorized pursuant to SLTCC 6.55.720.

"Day care center" shall have that meaning as set forth Section 1596.76 of the Health and Safety Code.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer or patient. "Delivery" also includes the use by a retailer of any technology platform ~~owned and controlled by the retailer~~.

"Delivery operation" means a cannabis business that engages in or otherwise provides deliveries.

"Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensees.

"Distributor" means any cannabis business engaged in distribution.

"Drug paraphernalia" shall have the meaning set forth in California Health and Safety Code Section 11014.5, and as subsequently amended.

"Edible cannabis product" means cannabis that is intended to be used, in whole or in part, for human consumption.

"Extraction" means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

"Identification card" shall have the meaning set forth in California Health and Safety Code Section 11362.712, and as may be amended from time to time.

"Manufacture" means to compound, blend, extract, infuse, package, ~~and~~ label, or otherwise make or prepare a cannabis product.

"Manufacturer" means any cannabis business that conducts any activities involving the manufacture of a cannabis product.

"Medicinal cannabis" or "medicinal cannabis product" shall have the meaning set forth in California Business and Professions Code Section 26001(ai), which includes cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at California Health and Safety Code Section 11362.5, by a medicinal cannabis patient in California who possesses a physician's recommendation.

"Medical marijuana dispensary" shall mean a cooperative or collective of four or more members associating at a particular location or real property to cooperatively distribute cannabis to members for medical purposes and that operates on a not-for-profit basis.

"Microbusiness" means a cannabis business that engages in commercial cannabis activities of at least three of the following types of cannabis businesses: retailer, distributor, manufacturer, cultivator.

"Operator" shall mean any person responsible for management of the cannabis business; any person listed as an officer, director, manager, or member in the Statement of Information filed with the Secretary of State for a cannabis business; any person listed in a governing document for a cannabis business, such as bylaws, articles of incorporation, or operating agreement; any person owning an interest in the cannabis business, unless the interest is solely a security, lien, or encumbrance; and any person that supervises an employee of the cannabis business.

"Owner" shall have that meaning set forth in Section 26001(a~~)(l~~m) of the Business and Professions Code and as it may be amended.

"Package" or "packaging" means any container or wrapper that may be used for enclosing or containing any cannabis products. The term "package" does not include any shipping container or outer wrapping used solely for the transportation of cannabis products in bulk quantity to another licensee or licensed premises.

"Park" shall mean any land, with public access, intended to provide recreation. For the purposes of this article, "park" also includes public beaches.

"Permittee" shall mean any person issued a cannabis use permit under this article.

"Physician" shall mean a licensed medical doctor, including a doctor of osteopathic medicine as defined in the California Business and Professions Code.

"Property" shall mean the designated structure or structures and land specified in the cannabis use permit application that is owned, leased or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

"Retailer" means any cannabis business that engages in the sale of cannabis or cannabis products to customers, including medical and adult-use cannabis or cannabis products.

"School" means any public or private school providing instruction in kindergarten or any of grades one to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

"State cannabis laws" means and includes California Health and Safety Code Sections 11362.1 through 11362.45; California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program); California Business and Professions Code Section 26000 et seq. (Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)); all state laws enacted or amended pursuant to SB-94, Chapter 27, Statutes of 2017; the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008, as such guidelines may be revised from time to time by action of the Attorney General; California Labor Code Section 147.5; California Revenue and Taxation Code Sections ~~31020 and~~ 34010 through 34021.5; California Fish and Game Code Section 12029; California Water Code Section 13276; all state regulations adopted ~~pursuant to MAUCRSA~~by the

Department of Cannabis Control; any license issued ~~pursuant to MAUCRSA~~by the Department of Cannabis Control; and all other applicable laws of the state of California regulating cannabis or cannabis products.

"Testing laboratory" means a laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

"Youth centers" shall mean any youth center, as defined in Section 11353.1(e)(2) of the Health and Safety Code, any playground, as defined in Section 11353.1(e)(1) of the Health and Safety Code, and any child day care facility, as that term is defined in Section 1596.750 of the Health and Safety Code.

**6.55.720 Residential cultivation of cannabis.**

A. No person or entity may cultivate cannabis in any residence in the city, except that a person may cultivate no more than six living cannabis plants inside his or her private residence or inside an accessory structure to his or her private residence located upon the grounds of that private residence that is fully enclosed and secured against unauthorized entry; provided, that the owner of the property provides written consent expressly allowing the cannabis cultivation to occur, there is no use of gas products ($CO_2$, butane, propane, natural gas, etc.) on the property for purposes of cannabis cultivation, and the cultivation complies with Health and Safety Code Section 11362.2(a)(3), as it may be amended.

B. Amortization of Existing Residential Cultivation Permits. All residential cultivation permits previously issued by the city are hereby deemed amortized and are null and void.

C. No Vested Rights. No person(s) shall have any vested rights to any permit, right or interest under this article, regardless of whether such person(s) cultivated cannabis prior to adoption of the ordinance codified in this article.

D. Public Nuisances. Cultivation shall not create a public nuisance and adversely affect the health or safety of persons residing in or near the residence where the cultivation occurs. A public nuisance may be deemed to exist if cultivation produces:

1. Odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby properties or areas open to the public;

2. More than three substantiated responses to valid confirmed complaints in a one-year time period to the residence from law enforcement officers;

3. More than three disruptions in a one-year time period to the free passage of persons or vehicles in the neighborhood;

4. Excessive noise which is disturbing to people of normal sensitivity on adjacent or nearby properties or areas open to the public in accordance with SLTCC 4.70.160;

5. Adverse effects to health or safety through creation of mold, mildew, dust, glare, heat, noise, noxious gases, odor, smoke, traffic, parking, vibration, or other impacts, or be hazardous because of the use or storage of materials, processes, products or wastes.

E. Environment. Runoff and waste disposal by the residence where cultivation occurs must be in compliance with any applicable city, county, regional, state, and federal laws and regulations. A violation of any applicable city, county, regional, state, or federal law will be deemed a violation of this article.

F. Cultivation of cannabis in residences shall be in conformance with the following requirements:

1. Cultivation shall only occur in fully enclosed and secure structures. All outdoor cultivation of cannabis is strictly prohibited.

2. Cultivation shall only occur in residences which are in full compliance with the city code, including the building code and fire code.

3. No cooking, baking, or alteration as to form and substance of cannabis for commercial purposes, and/or sale, is permitted in a residence which cultivates cannabis.

4. From a public right-of-way, there shall be no exterior evidence of cannabis cultivation occurring at the residence.

**6.55.730 Cannabis businesses – Use permit, development agreement, and public safety license required.**

It shall be unlawful for any person to engage in, to conduct or carry on (or to permit to be engaged in, conducted or carried on) in or upon property located within the city, the operation of a cannabis business unless that person has first obtained and continues to maintain in full force and effect: a valid cannabis use permit issued by the city for that property, a development agreement with the city for use of the property as a cannabis business, and a valid cannabis public safety license issued by the city to the owner and/or operator of the cannabis business, pursuant to Chapter 4.180 SLTCC.

**6.55.740 Cannabis businesses – General provisions.**

A. Cannabis Businesses Allowed.

1. Only those types of cannabis businesses set forth in this section shall be allowed within the city:

a. Retailers.

b. Microbusinesses.

c. Testing labs.

d. Cultivators.

e. Manufacturers.

f. Distributors.

g. Delivery operations.

h. Existing permitted medical marijuana dispensaries, subject to SLTCC 6.55.840.

Any and all cannabis businesses, activities, nonprofits, associations, enterprises, collectives, cooperatives or dispensaries not expressly described herein are expressly prohibited. Temporary cannabis events are prohibited within the city.

2. No more than one cannabis business may exist in the same suite or unit on a lot or parcel of property.

3. An owner and/or operator of a cannabis business may not own or operate more than one retail cannabis business, including a microbusiness with a retailer component, within the city.

4. No more than ~~two~~ four retailers are permitted in the city, ~~unless one or both of the permitted microbusinesses do not include a retailer component, in which case an additional retailer shall be permitted for each microbusiness without a retailer component, up to a limit of no more than four retailers in the city~~including microbusinesses with a retailer component.

5. No more than two microbusinesses are permitted in the city, unless after the application period referenced in SLTCC 6.55.750(C) there are open permits for retailers, cultivators, manufacturers, or distributors, in which case the city council may adopt a resolution to reopen the application period to allow additional microbusinesses combining the open permit types.

6. No more than two cultivators are permitted in the city.

7. No more than four manufacturers are permitted in the city.

8. ~~No d~~Distributors are permitted in the city~~,~~ only as part of a microbusiness, unless one or ~~both~~ more of the permitted microbusinesses do not include a distributor component, in which case a distributor shall be permitted for each microbusiness without a distributor component~~, up to a limit of no more than two distributors in the city~~.

9. Medical marijuana dispensaries operating under SLTCC 6.55.840 shall not be considered in determining the number of retailers, microbusinesses, manufacturers, distributors, or cultivators allowed under subsections (A)(4) through (A)(8) of this section. The maximum number of cannabis businesses permitted under the numerical limitations set forth in subsections (A)(4) through (A)(8) of this section are in addition to any medical marijuana dispensaries operating under SLTCC 6.55.840.

B. Limitations on Location.

1. Permissible Zoning. Subject to limitations described in this article and other parts of SLTCC Title 6, and applicable regulations of the Tahoe Regional Planning Agency, cannabis businesses may operate only in a location where such land use will be consistent with the land uses authorized under the applicable area plan, plan area statement, and/or community plan for such location. Table 6.55.740 sets forth the applicable permissible use categories for each type of cannabis business.

**Table 6.55.740**

| City Cannabis Business Type | TRPA Permissible Use Categories |
|---|---|
| a. Retailers (including delivery operations) | "food and beverage retail sales" and "general merchandise stores" |
| b. Microbusinesses | |
| i. Retailer | See a. |
| ii. Distributor | See f. |
| iii. Manufacturer | See e. |
| iv. Cultivator | See d. |
| c. Testing labs | "industrial services" |
| d. Cultivators | "industrial services" |
| e. Manufacturers | "food and kindred products" and "small scale manufacturing"* |
| f. Distributors | "wholesale and distribution" |

* The applicable TRPA permissible use category for a manufacturer will depend on the type of cannabis product being manufactured.

2. Areas and Zones Where Cannabis Businesses Are Not Permitted.

a. Notwithstanding subsection (B)(1) of this section, a cannabis business may not operate on a parcel or lot located within 1,000 feet of a school, or 600 feet of a youth center, or 600 feet of a day care center, or 150 feet of any park, any religious institution, any residential or outpatient drug or alcohol treatment facility licensed by the State Department of Health Care Services, or hospital, that is in existence at the time the cannabis use permit is issued.

Distances under this subsection shall be calculated as a straight line from any parcel line of the property on which the cannabis business is located to the parcel line of the real property on which the facility, building, or structure, or portion of the facility, building or structure, in which the listed use occurs or is located. Locational restrictions shall apply to an entire parcel if any portion of the parcel is located within the applicable buffer distance.

b. Cannabis businesses may not operate on a parcel or lot located within a residential designated land use area, as depicted in the city's general plan.

C. Transfer of Cannabis Use Permits.

1. Permit – Site Specific. A permittee shall not operate a cannabis business under the authority of a cannabis use permit at any place other than the parcel and specified address of the cannabis business stated in the application for the permit. All permits issued by the city pursuant to this article shall be nontransferable to a different location.

2. Transfer of a Permitted Cannabis Business. A permittee shall not transfer ownership or control of a cannabis business or attempt to transfer a cannabis use permit to another person unless and until the transferee obtains an amendment to the cannabis use permit from the planning commission to the permitting requirements of this article stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the development services department in accordance with all provisions of this article accompanied by the required transfer review application deposit.

3. Request for Transfer with a Revocation or Suspension Pending. No cannabis use permit may be transferred (and no permission for a transfer may be issued) when the development services department has notified the permittee in writing that the permit has been or may be suspended or revoked for noncompliance with this chapter and a notice of such suspension or revocation has been provided.

4. Transfer without Permission. Any attempt to transfer a cannabis use permit either directly or indirectly in violation of this chapter is declared void, and the permit shall be deemed revoked.

**6.55.750 Cannabis use permit application requirements.**

A. Cannabis Public Safety License. Applicants seeking a cannabis use permit and development agreement to operate a cannabis business within the city shall first submit an application for a cannabis public safety license. Upon the chief of police's, or his/her designee's, approval of the application for a cannabis public safety license, the applicant may submit an application for a cannabis use permit and development agreement to operate a cannabis business.

B. Except as set forth in this article, applications for cannabis use permits shall be processed consistent with Article VII (Use Permits and Variances). The city manager, or his/her designee, may recommend, and the city council may establish by resolution, any necessary procedures and application requirements.

C. Use Permits for Retailers, Cultivators, Manufacturers, Distributors, and Microbusinesses. Because only a limited number of retailers, cultivators, manufacturers, distributors, and microbusinesses are permitted, an application period for these businesses shall be established that allows the city to select the best applicants for negotiation of a development agreement. Such applicants shall be placed on a qualified applicant list. The process and selection criteria for selection of the best applicants to be placed on the qualified applicant list shall be established by resolution of the city council.

D. Applications shall include a requirement that applicants demonstrate owner consent to operate a cannabis business on the property. Applications for cannabis retailers shall also include a statement as to whether the use will include delivery of cannabis and cannabis products to locations outside the retailer's property. If delivery services will be provided, the application shall describe the operational plan and specific extent of such service, security protocols, and how the delivery services will comply with the requirements set forth in this article and state law.

E. Site Plan. Applicants shall submit a site plan that shall include a floor plan, and a scaled premises diagram showing the boundaries of the cannabis business and property with all boundaries, dimensions, entrances and exits, interior partitions and walls, with labeling of each room, windows and common shared entryways. If the proposed cannabis business consists of only a portion of the property, the diagram shall be labeled indicating which part of the property is the proposed cannabis business and what the remaining property is used for.

F. Cost Recovery. Every application for a cannabis use permit shall be accompanied by a deposit (in an amount established by resolution of the city council) and the applicant shall replenish such deposit at the request of the city to allow for recovery of the city's full cost of reviewing and issuing said permit and preparing and considering a development agreement.

**6.55.760 Review, issuance, and/or denial of cannabis use permit applications.**

A. Criteria for Issuance. In addition to the required findings for issuance of a special use permit in SLTCC 6.55.620(B), the planning commission, or the city council on appeal, shall make all of the following findings in determining whether to grant, modify, or deny a cannabis use permit for any cannabis business:

1. If the cannabis business is a microbusiness, retailer, manufacturer, distributor, or cultivator, the applicant is on the qualified applicant list established and maintained by the city.

2. The cannabis use permit application is complete and the applicant has submitted all information and materials required.

3. The proposed location of the cannabis business will comply with the buffer requirements in SLTCC 6.55.740(B) and is not likely to have a potentially adverse effect on the health, peace, or safety of persons due to the proximity of the proposed cannabis business to a school, youth center, park, church, state licensed drug or alcohol treatment facility, or hospital.

4. The proposed location of the cannabis business is not likely to have a potentially adverse effect on the health, peace, or safety of persons due to the proposed cannabis business's proximity to another existing or permitted cannabis business, and no significant nuisance issues or problems are likely or anticipated.

5. The design of the cannabis business is compatible with the city's design guidelines.

6. The property is located on a property which is consistent with all development standards of this title.

7. The location is not prohibited under the provisions of this title or any local or state law, statute, rule, or regulation.

8. The cannabis business will not violate any provision of the SLTCC or condition imposed by a city-issued permit, or any provision of any other local or state law, regulation, or order, or any condition imposed by permits issued in compliance with those laws.

9. The site plan for the cannabis business has incorporated features necessary to assist in reducing potential nuisance and crime-related problems. These features may include, but are not limited to, procedures for allowing entry; reduction of opportunities for congregating and obstructing public ways and neighboring property; and limiting furnishings and features that encourage loitering and nuisance behavior.

B. Supplemental Findings – Cannabis Testing Laboratory. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a testing lab:

1. The owners, permittees, operators, and employees of the testing lab will not be associated with any other form of commercial cannabis activity.

2. The testing lab meets the accreditation requirements set forth in Business and Professions Code Section 26100(~~g~~h) and any applicable regulations enacted by the ~~Bureau~~ Department of Cannabis Control.

3. The testing lab operating plan demonstrates proper protocols and procedures for statistically valid sampling methods and accurate certification of cannabis and cannabis products for potency, purity, pesticide residual levels, mold, and other contaminants according to adopted industry standards.

C. Supplemental Findings – Cultivators. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a cultivator:

1. The cultivation of cannabis for commercial purposes shall only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to ~~5~~22,000 square feet of total canopy size per property.

3. The cultivation of cannabis will be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

4. The applicant for cultivation of cannabis with a total canopy size greater than 5,000 square feet per property has submitted documentation that electrical power used for commercial cannabis activity meets the average electricity greenhouse gas emissions intensity required by the local utility provider pursuant to the California Renewables Portfolio Standard

Program, and has submitted an energy efficiency plan showing measures being taken to minimize energy consumption in lighting, HVAC, and dehumidifying equipment.

D. Supplemental Findings – Manufacturers. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a manufacturer:

1. The manufacturer shall be limited to 2,500 square feet of fully enclosed space.

2. The manufacturer shall not undertake any volatile extraction activities, and shall only conduct the operations authorized under the "Type 6," "Type N," or "Type P" license categories, as defined in the ~~California Department of Public Health~~Department of Cannabis Control regulations, Title ~~17~~ 4 of the California Code of Regulations, Section ~~40118~~17006, as may be amended.

E. Criteria for Denial. The planning commission shall deny an application that meets any one of the following criteria:

1. Any supervisor, employee, or person having a 10 percent or more financial interest in the cannabis business has been convicted of a felony or a drug-related misdemeanor reclassified by Section 1170.18 of the California Penal Code (Proposition 47) within the past 10 years. A conviction within the meaning of this subsection means a plea or verdict of guilty or a conviction following a plea of nolo contendere;

2. Any person who is listed on the application or is an owner or operator, is a licensed physician making patient recommendations for medical cannabis pursuant to Section 11362.7 of the Health and Safety Code;

3. Any person who is listed on the application or is an owner or operator is less than 21 years of age;

4. The proposed cannabis business does not comply with the provisions of this article or state cannabis laws; and

5. The planning commission is unable to make a required finding contained in this section.

F. Planning Commission Determination. If the planning commission, by a majority vote of a quorum of commissioners, denies the application, the planning commission shall specify in writing the reasons for the denial of the application, and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to Chapter 2.35 SLTCC.

G. Use Permit and License Issuance. No cannabis use permit shall be issued by the city until a development agreement is approved for the operation of the cannabis business. Within 10 days after the city council's approval of a development agreement for the operation of a cannabis business, the chief of police shall issue all permittees a cannabis public safety license, and the development services department shall issue a cannabis use permit, provided that the planning commission has made all findings required under this section.

H. Indemnification. Cannabis use permits shall contain a condition requiring the dispensary, through its management members, to execute an agreement in a form approved by the city attorney whereby the cannabis business (1) releases the city, and its agents, officers, elected officials, and employees from any injuries, damages, or liabilities of any kind that result from any arrest or prosecution of the cannabis business or its management members, employees, or members for violation of state or federal laws, (2) defends, indemnifies and holds harmless the city and its agents, officers, elected officials, and employees for any claims, damages, or injuries brought by any party arising out of the city's decision to permit the operation of the cannabis business, and (3) defends, indemnifies and holds harmless the city and its agents, officers, elected officials, and employees for any claims, damages, or injuries of any kind brought by adjacent or nearby property owners or other third parties due to the operations at the cannabis business.

**6.55.770 Appeal from planning commission determination.**
An applicant or any interested party who disagrees with the planning commission's decision to issue, issue with conditions, or to deny or revoke a cannabis use permit may appeal the planning commission's decision to the city council in accordance with the appeal provisions of Chapter 2.35 SLTCC.

**6.55.780 Suspension and revocation by planning commission.**
A. Authority to Suspend or Revoke a Cannabis Use Permit. Any permit issued under the terms of this article may be suspended or revoked by the planning commission.

B. A cannabis use permit may be revoked if it appears to the planning commission that the cannabis business has violated any of the requirements of this article or the security plan required pursuant to Chapter 4.180 SLTCC, or the cannabis business is being operated in a manner which constitutes a nuisance, or the cannabis business has ceased to operate for 30 days or more, or the owner or operator of the cannabis business fails to maintain a valid and current public safety license, or the cannabis business has not entered into and/or complied with the terms of a valid development agreement, or the cannabis business is being operated in a manner which conflicts with or violates state cannabis laws.

C. Any cannabis use permit revoked pursuant to this section shall be deemed to be expired and shall no longer entitle the permittee to any uses authorized by the cannabis use permit.

D. Revocation, expiration or nullification of a cannabis public safety license pursuant to SLTCC 4.180.060 and 4.180.070, or expiration of a development agreement to operate the cannabis business, shall automatically terminate the cannabis use permit issued to the licensee and shall terminate the ability of the licensee to operate a cannabis business without initiation of revocation proceedings by the planning commission.

E. Annual Review of Cannabis Businesses. The development services department is hereby authorized to conduct an annual review of the operation of each permitted cannabis business within the city for full compliance with the operational, record-keeping, nuisance and other requirements of this article, in coordination with any other departments of the city. Each cannabis business shall pay a fee in an amount established by resolution of the city council which shall be collected in order to reimburse the city for the time involved in the annual review process, unless such fee is set forth in a development agreement approved by the city council for

such cannabis business. The staff may initiate a permit suspension or revocation process for any cannabis business which, upon completion of an annual review, is found not to be in compliance with the requirements of this chapter or which is operating in a manner which constitutes a public nuisance. Staff may, based upon its annual review of the operation of a cannabis business, place on a planning commission meeting agenda, a proposal to suspend or revoke a cannabis use permit.

**6.55.790 Development agreement.**

A. Prior to operating in the city and as a condition of issuance of a cannabis use permit, each cannabis business shall enter into a development agreement pursuant to Government Code Section 65864 et seq. with the city setting forth the terms and conditions under which the cannabis business will operate that are in addition to the requirements of this article, including, but not limited to, public outreach and education, community service, payment of fees and other charges as set forth in subsection (C) of this section, and such other terms and conditions that will protect and promote the public health, safety, and welfare. Further procedures and minimum standards for a development agreement may be enacted by resolution of the city council.

B. The planning commission shall make a recommendation to the city council on whether to approve a development agreement submitted to it by city staff. The city council shall make a final decision on whether to approve a development agreement recommended to the city council by the planning commission.

C. Development agreements shall include a provision requiring the payment of a public safety impact mitigation fee based on a pro-rata share of projected annual enforcement costs for cannabis businesses within the city. Additionally, applicants may provide for a community public benefit, in an amount not to exceed six percent of gross receipts received.

D. If the voters of the city of South Lake Tahoe pass a measure approving any tax on any cannabis businesses, any development agreements entered into pursuant to this section shall expire upon the expiration of the term set forth in such development agreement, and shall not be renewed. All cannabis businesses operating pursuant to a development agreement shall be subject to any applicable taxes approved by the voters.

**6.55.800 Cannabis businesses – Conditions of operation.**

A. All Cannabis Businesses. All cannabis businesses shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements:

1. State Licensing and Compliance with State Cannabis Laws. The city recognizes that state law requires dual licensing at the state and local level for all cannabis businesses. All operators shall therefore be required to diligently pursue and obtain a state cannabis license at such time as the state begins issuing such licenses, and shall comply at all times with all applicable state cannabis laws.

2. Cannabis Public Safety License. A cannabis business shall maintain a cannabis public safety license at all times. The failure to maintain a cannabis public safety license, revocation of a cannabis public safety license, or lapse in renewal of a cannabis public safety license shall be the basis for immediate termination of the right to operate a cannabis business under a cannabis use permit.

3. A cannabis business shall have entered into a development agreement with the city and shall comply with the terms of the development agreement at all times during operations of the cannabis business.

4. Employees. It shall be unlawful for the applicant, owner, operator, or any other person effectively in charge of any cannabis business to employ any person who is not at least 21 years of age.

5. Minors. Persons under the age of 21 years shall not be allowed on the premises of a cannabis business unless they are a qualified patient. The entrance to each cannabis business shall have, clearly and legibly posted, a notice indicating that persons under the age of 18 are prohibited from entering the premises unless they are a qualified patient and they are in the presence of their parent or guardian.

6. Every cannabis business shall display, at all times during its regular business hours, the cannabis use permit and cannabis public safety license issued for such cannabis business in a conspicuous place so that the same may be readily seen by all persons entering the cannabis business.

7. No cannabis business shall hold or maintain a license from the State Department of Alcoholic Beverage Control for the sale of alcoholic beverages, or operate a business on the premises of the cannabis business that sells alcoholic beverages, or otherwise allow alcoholic beverages to be possessed, distributed, or consumed on the premises.

8. No cannabis business shall be a retailer of tobacco products.

9. Operation of a cannabis business shall not result in illegal redistribution or sale of cannabis obtained, or the use or distribution in any manner which violates state cannabis laws or this article.

10. Odors. All cannabis businesses shall be sited and/or operated in a manner that prevents cannabis odors from being detected off site. All structures utilized for indoor cannabis cultivation shall be equipped and/or maintained with sufficient ventilation controls (e.g., carbon scrubbers) to eliminate nuisance odor emissions from being detected off site.

11. Security. The cannabis business shall at all times comply with all elements of its security plan, submitted as a part of its cannabis public safety license application pursuant to Chapter 4.180 SLTCC.

12. Signage and Advertising. The cannabis business shall comply with all applicable provisions of Chapter 6.40 SLTCC and any applicable Tahoe Regional Planning Agency regulations. All advertising shall comply with Business and Professions Code Section 26151.

13. On-Site Consumption. On-site consumption ~~shall be~~is prohibited. ~~On or around the one-year anniversary of the effective date of the ordinance codified in this article, the city council commits to cause an item to be placed on the agenda of a city council meeting to consider whether the prohibition on on-site consumption at retailers should remain in place.~~

14. Additional Conditions. The planning commission may impose additional conditions which it deems necessary to ensure that operation of the cannabis business will be in accordance with the standards and regulations provided in this title, the standards set forth by separate resolution of the city council, and applicable state laws.

B. Supplemental Conditions – Retailers. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis retailer shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Retailers may not sell drug paraphernalia and implements that may be used to ingest or consume cannabis except where such sales and operations comply with Health and Safety Code Section 11364.5.

2. Retailers shall not be enlarged in size (i.e., increased floor area) without the planning commission's prior review and approval and an approved amendment to the existing cannabis use permit applied for and issued pursuant to the requirements of this article.

3. Retailers shall only sell, deliver, or give away medical cannabis to individuals authorized to receive medical cannabis in accordance with state cannabis laws. Retailers of medical cannabis shall require such persons receiving medical cannabis to provide valid official identification, such as a Department of Motor Vehicles driver's license or State Identification Card, each time he or she seeks to purchase medical cannabis.

4. Hours of Operation. Retailers may only operate during the hours between 6:00 a.m. through 10:00 p.m. The planning commission may further restrict a retailer's days and hours of operation as a condition of a cannabis use permit. A retailer shall post its approved days and hours of operation on a sign located on the street frontage of the cannabis business in a manner consistent with the city's sign regulations.

5. Retailers shall not have a physician on-site to evaluate patients and/or provide recommendations for the use of medical cannabis.

6. State Seller's Permit. Retailers shall, at all times during operation, maintain a valid seller's permit required pursuant to Part 1 (commencing with Section 6001) of Division 2 of the California Revenue and Taxation Code.

7. Retailers shall make available lock bags on site for purchase or shall provide information on how to obtain a lock bag.

8. Cannabis and cannabis products shall only be sold as pre-packaged consumer products, and each type of product shall be pre-packaged in a uniform amount per package. Cannabis and cannabis products shall be pre-packaged for general sale and not at the request of any specific customer.

C. Supplemental Conditions – Cultivators. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis cultivation operation shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Outdoor commercial cultivation prohibited. The cultivation of cannabis for commercial purposes may only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to ~~5~~22,000 square feet of total canopy size per property.

3. The cultivation of cannabis must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides. Any fumigation or insecticidal fogging shall comply with the California Fire Code Chapter 26 (Fumigation and Insecticidal Fogging).

4. Screening. Cannabis plants shall not be visible from any location beyond the property.

5. Cultivators shall maintain either the "Type 1A" (specialty indoor), ~~and~~ "Type 1B" (specialty mixed-light), "Type 1C" (specialty cottage), "Type 2A" (small indoor), "Type 2B") (small mixed-light), "Type 3A" (indoor), "Type 3B" (mixed-light) or "Type 4" (nursery) licenses as defined in Business and Professions Code Section 26061, and issued by the Department of ~~Food and Agriculture~~Cannabis Control, at all times of operation.

6. Cultivators may not engage in retail sales at the same property as cultivation.

D. Supplemental Conditions – Delivery Operations. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis delivery operation shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Delivery operations shall only be operated by a permitted cannabis retailer that has a physical location and a retail storefront in the city open to the public. A cannabis retailer shall not conduct sales exclusively by delivery.

2. Vehicles used for deliveries shall have a GPS tracker, and records shall be maintained regarding the location of all deliveries. No more than maximum of $3,000 in cash, or equivalent value of cannabis or cannabis products, may be carried at any time.

E. Supplemental Conditions – Microbusinesses. In addition to each of the conditions of operation set forth in subsection (A) of this section, each microbusiness shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Except as modified by this subsection (E), each microbusiness with a retail component shall comply with all conditions of operation set forth in subsection (B) of this section, each microbusiness with a cultivator component shall comply with all conditions of operation set forth in subsection (C) of this section, each microbusiness with a manufacturer component shall comply with all conditions of operation set forth in subsection (F) of this section, and each microbusiness with a distributor component shall comply with all conditions of operation set forth in subsection (G) of this section.

2. Microbusinesses undertaking manufacturing activity shall utilize only extraction processes that employ nonvolatile solvents for the purposes of extracting cannabinoids and processes that are recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act. Microbusinesses undertaking manufacturing activity shall maintain a license of the "Type

6," "Type N," or "Type P" license categories, as defined in Title ~~17~~ 4 of the California Code of Regulations, Section ~~40118~~17006, as may be amended.

3. The cultivation of cannabis for commercial purposes by microbusinesses shall be limited to 10,000 square feet of total canopy size per property.

4. A microbusiness with a retail component may engage in retail sales on the same property as a cultivation component, but shall limit access to the public to only the retail component of the microbusiness.

F. Supplemental Conditions – Manufacturers. In addition to each of the conditions of operation set forth in subsection (A) of this section, manufacturers shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Manufacturers shall not engage in on-site retail sales of cannabis or cannabis products.

2. Manufacturers shall utilize only extraction processes that employ nonvolatile solvents and are recognized as safe pursuant to the Federal Food, Drug, and Cosmetic Act.

3. Standard of Equipment. Manufacturing, processing, and analytical testing devices used by manufacturers must be UL (Underwriters Laboratories) listed or otherwise certified by an approved third party testing agency or engineer and approved for the intended use by the city's building official and fire code official.

4. Food Handler Certification. All owners, employees, volunteers, or other individuals that participate in the production of edible cannabis products shall be state-certified food handlers. The valid certificate number of each such owner, employee, volunteer, or other individual must be on record at the property where the individual participates in the production of edible cannabis products.

5. Edible Cannabis Product Manufacturing. Manufacturers that sell or manufacture edible cannabis products shall obtain a county health permit to sell and/or manufacture edible cannabis products. Permit holders shall comply with ~~California Health and Safety Code Section 13700 et seq. and~~ county health permit requirements.

6. The manufacturer shall maintain a manufacturer license of "Type 6," "Type N," or "Type P" license categories, as defined in Title ~~17~~ 4 of the California Code of Regulations, Section ~~40118~~17006, as may be amended.

G. Supplemental Conditions – Distributors. In addition to each of the conditions of operation set forth in subsection (A) of this section, distributors shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. No distributor may distribute cannabis from an unlicensed cannabis cultivator or manufacturer. Distributors may only distribute cannabis products between other licensed businesses within the state of California.

2. Distributors may not sell cannabis products directly to consumers, and cannabis distribution facilities shall be fully enclosed and inaccessible to the general public.

H. Maintenance, Access to, and Inspection of Records.

1. Every cannabis business shall maintain on-site, at the property designated for the operation of the cannabis business, all records of the cannabis business.

2. Financial Records. The cannabis business shall maintain a written accounting record or ledger of all cash, receipts, credit card transactions, reimbursements, (including any in-kind contributions), and any and all reasonable compensation for services provided by the cannabis business, as well as records of all operational expenditures and costs incurred by the cannabis business in accordance with generally accepted accounting practices and standards typically applicable to business records.

3. Record Retention Period. The records required in this subsection shall be maintained by the cannabis business for a period of five years and shall be made available to the city within 24 hours of written request.

4. A duly designated city police department or finance department representative may enter and shall be allowed to inspect the premises of every cannabis business as well as the financial and membership records of the cannabis business required by this article at any time during the cannabis business's designated business hours, or at any appropriate time to ensure compliance and enforcement of the provisions of this article. Such representative may also require the cannabis business to also provide access to such financial records electronically. It shall be unlawful for any owner, operator, or any other person having any responsibility over the operation of the cannabis business to refuse to allow, impede, obstruct or interfere with an inspection of the cannabis business or the required records thereof.

**6.55.810 Business license tax liability.**
An operator of a cannabis business shall be required to apply for and obtain a business and professions tax certificate pursuant to Chapter 3.35 SLTCC as a prerequisite to obtaining a cannabis use permit pursuant to the terms of this article. The cannabis businesses shall be subject to sales tax and other applicable taxes in a manner required by state law.

**6.55.820 No vested rights.**
No person(s) shall have any vested rights to any permit, right or interest under this chapter, regardless of whether such person(s) cultivated, sold, distributed or otherwise engaged in acts related to the use of cannabis prior to adoption of the ordinance codified in this article.

**6.55.830 Public nuisance.**
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 subject to administrative citations as set forth in Chapter 2.30 SLTCC, summarily abated by the city pursuant to Chapter 4.40 SLTCC and/or Code of Civil Procedure, Section 731, or subject to any other remedy available to the city.

**6.55.840 Existing permitted medical marijuana dispensaries.**
A. Any medical marijuana dispensary operating pursuant to (1) a valid South Lake Tahoe dispensary permit (which permit was issued pursuant to South Lake Tahoe Ordinance No. 1032) as of the effective date of the ordinance codified in this article, or (2) a valid court order authorizing the continued operation of a medical marijuana dispensary pursuant to Ordinance

No. 1032, shall be permitted to continue operation subject to compliance with all requirements set forth in Ordinance No. 1032 for a period of three years from the effective date of the ordinance codified in this article to seek permits and licenses required under the city code. During this three-year period, any existing medical marijuana dispensary may temporarily expand its land use to include adult use upon obtaining all required state licensing for such adult use and a cannabis public safety license from the city, and may provide a community public benefit in an amount not to exceed six percent of gross receipts received. At the end of the three-year period, any existing medical marijuana dispensary shall be subject to all city regulations, permit, and license requirements applicable at that time and shall be required to have obtained all applicable permits and licenses prior to continuing operation. The city manager may renew any dispensary permit previously issued pursuant to Ordinance No. 1032 during the three-year period, provided that the requirements for renewal set forth in Ordinance No. 1032 are satisfied, and may modify, deny, suspend or revoke any dispensary permit previously issued in accordance with the requirements for such action by the city manager set forth in Ordinance No. 1032.

B. Except as set forth herein, nothing in this section shall authorize a physical or operational expansion of any existing permitted medical marijuana dispensary beyond the locations, physical sizes, or uses specifically articulated and allowed under South Lake Tahoe Ordinance No. 1032.

C. This section shall not create any vested rights to any permit, right or interest under Ordinance No. 1032, regardless of whether such person(s) cultivated, sold, distributed or otherwise engaged in acts related to the use of cannabis prior to adoption of the ordinance codified in this article or Ordinance No. 1032.

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# Chapter 4.180

# CANNABIS PUBLIC SAFETY LICENSE ORDINANCE

Section:

4.180.010 Purpose and intent.
4.180.020 Definitions.
4.180.030 Cannabis businesses – General provisions.
4.180.040 Cannabis public safety license – General provisions.
4.180.050 Public safety license and public safety license renewal – Approval and denial.
4.180.060 Expiration and renewal of cannabis public safety licenses.
4.180.070 Suspension and revocation by chief of police.
4.180.080 No vested rights.

## 4.180.010 Purpose and intent.

It is the purpose and intent of this chapter to establish a cannabis public safety license and the procedures for issuance of said license. A cannabis public safety license shall be required as a condition for the continued operation of any cannabis business as set forth in this chapter. The regulations in this chapter are meant to ensure the health, safety, and welfare of the residents of the city of South Lake Tahoe. Cannabis businesses within the city must comply with all provisions of the South Lake Tahoe City Code for obtaining permits and licenses for a cannabis business and must comply with the state cannabis laws and all other applicable local and state laws. Nothing in this chapter permits activities that are otherwise illegal under state or local laws.

## 4.180.020 Definitions.

As used in this chapter:

"Applicant" means any person who is required to file an application for issuance of a cannabis public safety license to operate a cannabis business under this chapter, including without limitation an individual owner, operator, or agent of a cannabis business.

"Application for renewal" shall mean an application for a renewed cannabis public safety license, which application may be submitted by a licensee.

"Cannabis" shall have the meaning set forth in Cal. Bus. & Prof. Code § 26001(~~f~~e) and as subsequently amended.

"Cannabis business" shall include:

a. Any business, facility, use, establishment, property, or location, whether fixed or mobile, where a commercial cannabis activity takes place.

b. Any building, facility, use, establishment, property, or location where any person or entity establishes, commences, engages in, conducts, or carries on, or permits another person or entity to establish, commence, engage in, conduct, or carry on, any activity that requires a state license under Cal. Bus. & Prof. Code § 26000 and following, including but not limited to cannabis cultivation, cannabis distribution, cannabis manufacturing, cannabis testing and cannabis retail sales, and the operation of a cannabis microbusiness.

"Cannabis products" shall have the meaning set forth in Cal. Bus. & Prof. Code § 26001(i) and as subsequently amended.

"Cannabis use permit" shall mean a use permit issued for the operation of a cannabis business pursuant to Article X of Chapter 6.55 SLTCC.

"Commercial cannabis activity" shall include the cultivation, possession, manufacturing, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or acting as a cannabis event organizer for temporary cannabis events.

"Cultivation" shall mean any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Licensee" shall mean the cannabis business owner identified to the city as such, and to whom a city cannabis public safety license has been issued.

"Operator" shall mean any person responsible for management of the cannabis business; any person listed as an officer, director, manager, or member in statement of information filed with the Secretary of State for a cannabis business; any person listed in a governing document for a cannabis business, such as bylaws, articles of incorporation, or operating agreement; any person owning an interest in the cannabis business, unless the interest is solely a security, lien, or encumbrance; and any person that supervises an employee of the cannabis business.

"Owner" shall have that meaning set forth in Cal. Bus. & Prof. Code § 26001(a~~l~~m) and as it may be amended.

"Permittee" shall mean any person issued a cannabis use permit under Article X of Chapter 6.55 SLTCC.

"Police chief" shall mean the chief of the city of South Lake Tahoe police department.

"Property" shall mean the designated structure or structures and land specified in the cannabis use permit application that is owned, leased or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

"State cannabis laws" means and includes Cal. Health & Safety Code §§ 11362.1 through 11362.45; Cal. Health & Safety Code § 11362.5 (Compassionate Use Act of 1996); Cal. Health & Safety Code §§ 11362.7 through 11362.83 (Medical Marijuana Program); Cal. Bus. & Prof. Code § 26000 et seq. (Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA")); all state laws enacted or amended pursuant to SB-94, Chapter 27, Statutes of 2017; the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008, as such guidelines may be revised from time to time by action of the Attorney General; Cal. Labor Code § 147.5; Cal. Rev. & Tax. Code §§ ~~31020 and~~ 34010 through 34021.5; Cal. Fish and Game Code § 12029; Cal. Water Code § 13276; all state regulations adopted ~~pursuant to MAUCRSA~~by the Department of Cannabis Control; any license issued ~~pursuant to MAUCRSA~~by the Department of Cannabis Control; and all other applicable laws of the state of California regulating cannabis or cannabis products.

"State license" shall mean a license from the ~~state~~ Department of Cannabis Control issued pursuant to Division 10 of the Cal. Bus. & Prof. Code.

**4.180.030 Cannabis businesses – General provisions.**

A. Cannabis Use Permit and Public Safety License Required to Operate. It shall be unlawful for any person to engage in, to conduct or carry on (or to permit to be engaged in, conducted or carried on) in or upon property located within the city the operation of a cannabis business unless that person has first obtained and continues to maintain in full force and effect a valid cannabis use permit issued by the city for that property and that type of cannabis business and a valid cannabis public safety license issued by the city to the owner and/or operator of the cannabis business, pursuant to this chapter.

B. Imposition of Public Safety License Fees.

1. Every application for a cannabis public safety license or renewal of such license shall be accompanied by a license 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 license. The application fee shall include the standard city fees for fingerprinting, photographing, and background check costs and shall be in addition to any other business license fee or permit fee imposed by this code or other governmental agencies.

2. A fee for renewal of a public safety license will be due annually.

C. Conditions of Operation.

1. Security Plan. A licensee shall provide adequate security on the premises of the cannabis business. The following minimum security standards shall be maintained at all times:

a. Surveillance System.

i. Each cannabis business shall be monitored at all times by a digital closed-circuit television surveillance system. Surveillance systems shall meet any applicable state law requirements, including those set forth in Title 4 of the California Code of Regulations ~~Title 16~~, § 15044, and any subsequently enacted regulation. The camera and video recording surveillance system must be capable of providing surveillance of both interior and exterior areas of the cannabis business and must be of adequate quality, color rendition and resolution to allow the ready identification of an individual on or adjacent to the property. The recordings shall be maintained at the cannabis business or other location accessible to the police department for a period of not less than ninety (90) days.

ii. A sign shall be posted inside and at the entrances to the establishment indicating that the premises are under camera/video surveillance.

iii. The surveillance system recordings shall be maintained in such manner as to allow remote access by the police department. The police chief may request that the permittee provide secured electronic access to video feeds of the surveillance system

in real time, to be provided via an online portal or through other software deemed acceptable to the police chief.

b. Loitering Adjacent to a Cannabis Business. Licensees shall take reasonable measures to reduce loitering by cannabis business members, patrons, guests and invitees in public areas, sidewalks, alleys and areas surrounding the property and adjacent premises during the business hours of the cannabis business.

c. Identification Verification System. Each cannabis business shall require identification upon entry to the cannabis business and shall implement electronic verification of identification provided to ensure that applicable age restrictions in SLTCC 6.55.800(A)(5) are complied with.

d. On-site Consumption. If a retail cannabis business includes an on-site consumption area, adequate security and lighting shall be provided for the on-site consumption area to protect the safety of patrons and protect the premises from theft.

2. Nuisances Prohibited. A licensee shall take reasonable steps to correct objectionable conditions that constitute a nuisance on any public sidewalk or public space abutting the cannabis business premises.

a. For purposes of this section, “objectionable conditions that constitute a nuisance” means public consumption of cannabis or cannabis products, disturbance of the peace, drug trafficking, disposing of litter or trash, or excessive loud noise.

b. For purposes of this section, “reasonable steps” means all of the following:

i. Calling the local law enforcement agency. Timely calls to the local law enforcement agency that are placed by the licensee, or his or her agents or employees, shall not be construed as evidence of objectionable conditions that constitute a nuisance.

ii. Requesting those persons engaging in activities causing objectionable conditions to cease those activities, unless the licensee, or his or her agents or employees, feels that their personal safety would be threatened in making that request.

iii. Making good faith efforts to remove items that facilitate loitering, such as furniture, except those structures approved or permitted by the local jurisdiction. The licensee shall not be liable for the removal of those items that facilitate loitering.

3. On-site Consumption Operations. A licensee with an on-site consumption area shall maintain the following operating conditions, in addition to the other operating conditions in this Subsection C, at all times:

a. No persons under 21 years of age shall be allowed in the on-site consumption area. Employees shall notify patrons verbally and through posting of a conspicuous sign that entry into the premises by persons under the age of 21 is prohibited.

b. Hours of operation for cannabis sales shall be limited to 6:00am to 10:00pm, and hours of operation in the on-site consumption area shall end no later than 2:00am, or as further limited by the cannabis use permit.

c. The licensee shall implement a ventilation plan to prevent the flow of smoke to all other areas of the cannabis business and neighboring businesses and properties, such that odor generated is not detected outside the consumption area.

d. The licensee shall provide employee training on how to assist customers to avoid overconsumption of edibles. This training must include information about various products the consumption area sells, such as potency, absorption time, and effects.

e. A responsible employee of the cannabis business must be present in the on-site consumption area at all times when it is open to customers.

f. Cannabis products ingested, smoked, or vaped in an on-site consumption lounge must be purchased on-site.

g. An employee of the cannabis business must securely repackage a customer's opened and unfinished cannabis products before the customer leaves the on-site consumption area.

h. The sale or consumption of alcohol or tobacco products is not allowed on the premises.

i. A licensee allowing smoking or vaping shall comply with SLTCC 4.100 (Clean Air and Health Protection).

j. Employees must cut off service to impaired customers and provide an option for a safe ride home, such as a shuttle, taxi, or ride-share service.

~~3~~4. State License Required to Operate. Operation of a cannabis business shall not commence until a licensee has obtained a valid state license. Licensees shall maintain a valid state license at all times during operation of a cannabis business.

D. Inspection of Cannabis Business.

1. City officials may enter and inspect, investigate, audit, or review any licensee's cannabis business, without prior notice, to ensure compliance and enforcement of the provisions of this chapter. An inspection, investigation, review or audit may be conducted at any time that the licensee is exercising privileges under the license or at such time otherwise as agreed to by the police chief and the licensee.

2. No licensee or any other person shall refuse, impede, obstruct, or interfere with an inspection pursuant to this chapter.

3. This subsection shall not be construed to require a licensee to cooperate with a request that would require the licensee to waive any constitutional or statutory privilege or to comply with a request for information or other matters within an unreasonable period of time in light of the time constraints of the licensee's business.

E. Notification to Police Department of Security Breaches. Each licensee shall notify the chief of police immediately after discovering any of the following: diversion, theft, loss, or any criminal activity involving the cannabis business; significant discrepancies identified during inventory; or any other breach of security.

F. Transfer of Cannabis Public Safety Licenses Prohibited. Cannabis public safety licenses issued pursuant to this chapter shall be nontransferable to a different person or entity. Any attempt to transfer or any transfer of ownership or control of a cannabis business shall be grounds for revocation of the cannabis public safety license by the chief of police.

**4.180.040 Cannabis public safety license – General provisions.**

A. Application Procedures.

1. Public safety license application must be approved prior to the applicant initiating the cannabis use permit application process as set forth more fully in Article X of Chapter 6.55 SLTCC.

2. Public safety licenses shall not be issued until after the city council has approved a development agreement for the proposed cannabis business.

3. The city council may set further application procedures and requirements by separate resolution.

B. Application Filing Requirements. A complete cannabis public safety license application or application for renewal or amendment along with all required fees and materials required by this chapter shall be submitted in order for a person, entity, and/or business to be considered for a cannabis public safety license. All cannabis public safety license applications or applications for renewal or amendment shall be filed with the chief of police using forms and authorizations provided by the city.

1. Eligibility for Filing. Public safety license applications and applications for renewal or amendment shall be filed by the owner and/or operator of the cannabis business.

2. Cannabis public safety license applications and applications for renewal or amendment shall include:

a. For each licensee, owner, operator and employee of the cannabis business, a fully legible copy of one valid government-issued form of photo identification, such as a state driver's license or identification card. Acceptable forms of government-issued identification include, but are not limited to, driver's license or photo identity cards issued by the State Department of Motor Vehicles (or equivalent), a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents) or a permanent resident card.

b. If the cannabis business is incorporated, a certified copy of the articles of organization, certificate(s) of amendment, bylaws, and statement(s) of information filed with the California Secretary of State for the cannabis business.

c. If the cannabis business is a limited liability company, a certified copy of the articles of organization, certificate(s) of amendment, operating agreement, bylaws, and statement(s) of information filed with the California Secretary of State for the cannabis business.

d. If the cannabis business is an unincorporated association, a copy of the articles of association and any filings made with the California Secretary of State.

e. The name, address, electronic mail address and mobile phone number of the applicant's or licensee's current designated agent for service of process.

f. Emergency Contact. The name, electronic mail address, and mobile phone number of an owner, operator, or manager to act as an on-site community relations staff person to whom the city may provide notice of any operating problems associated with the cannabis business.

g. A statement dated and signed by each applicant, under penalty of perjury, that the applicant has personal knowledge of the information contained in the application, that the information contained therein is true and correct.

3. In addition to a completed public safety license application or application for renewal, applicants or licensees shall provide and submit the following information to the chief of police:

a. The applicant and each owner, operator and employee shall consent to fingerprinting and a criminal background investigation, and shall undergo fingerprinting and a criminal background investigation.

b. Security Plans. Applicants shall provide a plan to provide adequate security on the premises of the cannabis business. The plan shall include standards showing the cannabis business's ability to comply with the conditions of SLTCC 4.180.030(C).

C. Ongoing Filing and Reporting Requirements. Where a cannabis business or licensee replaces, hires, appoints or employs new operators and/or employees to its cannabis business, all such operators and employees shall be required to submit to fingerprinting and a criminal background investigation pursuant to subsection (B)(3) of this section. A cannabis business or licensee has an ongoing obligation to immediately report to the police chief any conviction for an offense listed in SLTCC 4.180.050(A)(3) imposed on an owner, operator and/or employee of the cannabis business or licensee. A cannabis business or licensee shall also have an ongoing obligation to immediately report to the chief of police any of the events listed in SLTCC 4.180.050(A)(4) or (A)(5).

**4.180.050 Public safety license ~~and public safety license~~issuance, renewal, and amendment – Approval and denial.**

A. Criteria for Issuance. Cannabis public safety license applications or applications for renewal or amendment shall be approved where the chief of police confirms that the following criteria have been met:

1. The applicant and each owner, operator and employee of the cannabis business have authorized and completed fingerprinting.

2. The applicant and each owner, operator and employee of the cannabis business have authorized the use of their fingerprinting results to run a state and nationwide criminal background check.

3. The results of the criminal background checks establish that the applicant, owner(s), operator(s), and employees have not been convicted of an offense that is substantially related to the qualifications, functions, or duties of a cannabis business.

The following offenses are substantially related to the qualifications, functions, or duties of a cannabis business:

a. A violent felony conviction, as specified in Cal. Penal Code § 667.5(c).

b. A serious felony conviction, as specified in Cal. Penal Code § 1192.7(c).

c. A felony conviction involving fraud, deceit, or embezzlement.

d. A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.

e. A felony conviction for drug trafficking with enhancements pursuant to Cal. Health & Safety Code § 11370.4 or 11379.8.

f. Conviction for any controlled substance felony subsequent to licensure shall be grounds for revocation of a license or denial of the renewal of a license.

4. The applicant has not been convicted, cited, fined, or penalized by the state or any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a cannabis public safety license or cannabis public safety renewal license, for any unauthorized cannabis activities.

5. The applicant has not been convicted, cited, fined, or penalized by the state or any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a cannabis public safety license or cannabis public safety renewal license, for cultivation or production of a controlled substance on public or private lands.

6. Security Plan. The applicant or licensee has provided a security plan providing the minimum standards set forth in SLTCC 4.180.030(C)(1).

7. Minimum Age. The applicant or licensee, and each owner, operator and employee of the cannabis business, is at least 21 years of age.

B. In addition to the criteria in subsection A, the chief of police shall approve amendments to cannabis public safety licenses to allow on-site consumption at retailers where the chief of police confirms the following criteria have been met:

1. The applicant has provided a site plan shows the area designated for on-site consumption is physically separated and has a separate secure entrance from the retail storefront, and the area designated for on-site consumption is not visible from a public space and is situated and ventilated to prevent odors perceptible to neighboring properties.

2. If the site plan shows that adding an on-site consumption area will result in expansion of the area for retail use permitted by the cannabis use permit, the planning commission has approved an amendment to the cannabis use permit allowing the enlargement of retail space under SLTCC 6.55.760.

3. The applicant has provided an updated security plan providing the minimum standards set forth in SLTCC 4.180.030(C)(1)(d).

4. The applicant has provided an operations plan providing the minimum standards set forth in SLTCC 4.180.030(C)(3).

~~B~~C. Criteria for Denial. Cannabis public safety licenses shall not be issued, ~~or~~ renewed, or amended where the chief of police confirms that one or more of the criteria set forth in subsection (A) or (B) of this section have not been met. If the chief of police denies the cannabis public safety license application or application for renewal or amendment, he or she shall specify in writing the reasons for the denial of the application or application for renewal, and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to subsection (~~C~~D) of this section.

~~C~~D. Appeal from Chief of Police Determination. An applicant who disagrees with the chief of police's decision to approve or deny a cannabis public safety license application or application for renewal or amendment may appeal the decision to the city council in accordance with the appeal provisions of Chapter 2.35 SLTCC, Administrative Appeals.

**4.180.060 Expiration and renewal of cannabis public safety licenses.**

A. Cannabis public safety licenses shall expire one year after their issuance.

B. Cannabis public safety licenses must be renewed on an annual basis prior to expiration by filing with the chief of police an application for renewal and a renewal 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 license.

C. The application for renewal and the renewal fee shall be filed at least 30 days, but not more than 60 days, prior to the expiration of the public safety license. If a timely renewal application is filed, the licensee's cannabis public safety license shall not expire until the date that the chief of police approves or denies the public safety license application for renewal.

D. An application for renewal shall be subject to all filing requirements set forth in SLTCC 4.180.040(B) and (C).

E. The chief of police shall issue or deny an application for renewal in accordance with the provisions of SLTCC 4.180.050.

**4.180.070 Suspension and revocation by chief of police.**

A. A cannabis public safety license issued under the terms of this chapter shall be suspended or revoked by the chief of police if he or she concludes any of the following:

1. The cannabis business or licensee has violated any of the requirements of this chapter.

2. The cannabis business is being operated in a manner which violates the security plan required by this chapter.

3. The cannabis business is being operated in a manner which constitutes a nuisance.

4. The cannabis business has failed to comply with the conditions of operation set forth in SLTCC 4.180.030(C).

5. The cannabis business has ceased to operate for 30 days or more.

6. Results of a criminal background check establish that a licensee, owner(s), operator(s), and/or employee has been convicted of an offense that is substantially related to the qualifications, functions, or duties of a cannabis business, as set forth in SLTCC 4.~~175~~180.050(A)(3).

7. The applicant has been convicted, cited, fined, or penalized by any state or any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a cannabis public safety license or cannabis public safety renewal license, for any unauthorized cannabis activities.

8. The applicant has been convicted, cited, fined, or penalized by the state or any city, county, or city and county, or enjoined by any court of law, in the five years immediately preceding the application for a cannabis public safety license or cannabis public safety renewal license, for cultivation or production of a controlled substance on public or private lands.

9. The cannabis business is being operated in a manner which conflicts with or violates state cannabis laws.

10. A licensee's cannabis use permit issued pursuant to Chapter 6.55 SLTCC has been terminated or revoked.

11. A licensee has attempted to transfer or has transferred a cannabis public safety license to another person or entity.

12. A licensee's state license has been suspended, terminated, or revoked.

B. Expiration. Any cannabis public safety license revoked pursuant to this subsection shall be deemed to be expired and shall no longer entitle the licensee to any privileges authorized by the cannabis public safety license.

C. Appeal from Chief of Police Determination. A licensee who disagrees with the chief of police's decision to suspend or revoke a cannabis public safety license may appeal the police chief's decision to the city council in accordance with the appeal provisions of Chapter 2.35 SLTCC, Administrative Appeals.

**4.180.080 No vested rights.**

No person(s) shall have any vested rights to a cannabis public safety license, right or interest under this chapter, regardless of whether such person(s) cultivated, sold, distributed or otherwise engaged in acts related to the use of cannabis prior to adoption of the ordinance codified in this chapter.

# Resolution 2022-001

**Adopted by the City of South Lake Tahoe**
**Planning Commission**

**February 10, 2022**

## Recommending that City Council Adopt an Ordinance Amending Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code Regarding On-Site Consumption at Cannabis Retailers, to Increase Allowed Canopy Size of Indoor Cultivation to 22,000 Square Feet, and to Allow Owners and Operators to Hold More Than One Non-Retail Permit

**BACKGROUND**

A. On February 5, 2019, the City Council adopted Ordinance No. 2019-1126 ("Cannabis Ordinance"), which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of and visitors to the City of South Lake Tahoe.

B. On May 18 and October 19, 2021, the City Council conducted public meetings to solicit public comment on and discuss potential amendments to the Cannabis Ordinance.

C. On October 19, 2021, the City Council provided direction to staff to draft amendments to the Cannabis Ordinance to be brought back for consideration in early 2022.

D. On February 10, 2022, the Planning Commission conducted a public hearing to consider amendments to the Cannabis Ordinance.

E. The Planning Commission has reviewed and considered the amendments to the Cannabis Ordinance and environmental analysis at a duly noticed public hearing.

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

1. Recommends that the City Council find that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act (CEQA), and CEQA Guidelines section 15162 because the proposed ordinance is within the scope of the previous EIR and there are no substantial changes to the project or the circumstances that require major revisions to the previous EIR due to new significant environmental effects, new information of substantial importance that shows the project will have significant effects not discussed in the previous EIR, significant effects previously examined would be more severe, or mitigation measures or alternatives previously found not to be feasible would substantially reduce one or more significant effects.

2. Recommends that the City Council adopt Version 1 of the ordinance to amend Article X of Chapter 6.55 of the South Lake Tahoe City Code, attached hereto as Exhibit A.

3. Further recommends that the ordinance be amended to require that cannabis cultivators taking advantage of the increased canopy size between 5,000 to 22,000 square feet be required to implement renewable energy and energy efficiency measures.

Adopted by the City of South Lake Tahoe Planning Commission on February 10, 2022 by the following vote:
Yes: Feiger and Roberts
No: Wieczorek
Absent: Rahbeck and Williams

Natalia Wieczorek (Feb 28, 2022 15:40 PST)

Date: Feb 28, 2022

Natalia Wieczorek, Vice Chair

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 Planning Commission.*

**Exhibit A**

# Ordinance 2022-XXX

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

**April 5, 2022**

## An Ordinance Amending Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code to Allow On-Site Consumption at Cannabis Retailers, to Increase Allowed Canopy Size of Indoor Cultivation to 22,000 Square Feet, and to Allow Owners and Operators to Hold More Than One Non-Retail Permit

**FINDINGS**

A. On February 5, 2019, the City Council adopted Ordinance No. 2019-1126 ("Cannabis Ordinance"), which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of and visitors to the City of South Lake Tahoe.

B. On May 18 and October 19, 2021, the City Council conducted public meetings to solicit public comment on and discuss potential amendments to the Cannabis Ordinance.

C. On October 19, 2021, the City Council provided direction to staff to draft amendments to the Cannabis Ordinance to be brought back for consideration in early 2022.

D. On February 10, 2022, the Planning Commission conducted a duly noticed public hearing to consider amendments to the Cannabis Ordinance and the associated environmental analysis.

E. The Planning Commission adopted Resolution No. 2022-xxx recommending that City Council adopt amendments to the Cannabis Ordinance to allow on-site consumption at cannabis retailers, increase allowed canopy size of indoor cultivation to 22,000 square feet, and to allow owners and operators to hold more than one non-retail permit.

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

SECTION 1. Section 6.55.710 (Definitions) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

For the purposes of this article, the following words and phrases shall have the following meanings:

"Applicant" means any person who is required to file an application for a cannabis use permit and development agreement to operate a cannabis business under this article, including without limitation an individual owner, operator, or agent of a cannabis business.

"Cannabis" shall have the meaning set forth in Section 26001(e) of the Business and Professions Code and as subsequently amended.

"Cannabis business" shall include:

a. Any business, facility, use, establishment, property, or location, whether fixed or mobile, where a commercial cannabis activity takes place.

b. Any building, facility, use, establishment, property, or location where any person or entity establishes, commences, engages in, conducts, or carries on, or permits another person or entity to establish, commence, engage in, conduct, or carry on, any activity that requires a state license under Business and Professions Code Section 26000 and following, including but not limited to cannabis cultivation, cannabis distribution, cannabis manufacture, cannabis testing and cannabis retail sales, and the operation of a cannabis microbusiness.

"Cannabis product" shall have the same meaning as in Section 11018.1 of the Health and Safety Code.

"Canopy" means all areas occupied by any portion of a cannabis plant, encompassing all vertical planes (i.e., stacking of plants), whether contiguous or noncontiguous on any one site. The canopy shall be measured by taking the longest length and widest width of existing plants (including all gaps, walkways, and open areas between plants) and multiplying the longest length by the longest width to get the area of the cannabis canopy. Each level of a stacked cultivation will be calculated as a separate canopy.

"Commercial cannabis activity" shall include the cultivation, possession, manufacturing, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or acting as a cannabis event organizer for temporary cannabis events.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Cultivator" means any cannabis business engaged in cultivation activities, but specifically excluding cultivation in a private residence or accessory dwelling unit authorized pursuant to SLTCC 6.55.720.

"Day care center" shall have that meaning as set forth Section 1596.76 of the Health and Safety Code.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer or patient. "Delivery" also includes the use by a retailer of any technology platform.

"Delivery operation" means a cannabis business that engages in or otherwise provides deliveries.

"Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensees.

"Distributor" means any cannabis business engaged in distribution.

"Drug paraphernalia" shall have the meaning set forth in California Health and Safety Code Section 11014.5, and as subsequently amended.

"Edible cannabis product" means cannabis that is intended to be used, in whole or in part, for human consumption.

"Extraction" means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

"Identification card" shall have the meaning set forth in California Health and Safety Code Section 11362.712, and as may be amended from time to time.

"Manufacture" means to compound, blend, extract, infuse, package, label, or otherwise make or prepare a cannabis product.

"Manufacturer" means any cannabis business that conducts any activities involving the manufacture of a cannabis product.

"Medicinal cannabis" or "medicinal cannabis product" shall have the meaning set forth in California Business and Professions Code Section 26001(ai), which includes cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at California Health and Safety Code Section 11362.5, by a medicinal cannabis patient in California who possesses a physician's recommendation.

"Medical marijuana dispensary" shall mean a cooperative or collective of four or more members associating at a particular location or real property to cooperatively distribute cannabis to members for medical purposes and that operates on a not-for-profit basis.

"Microbusiness" means a cannabis business that engages in commercial cannabis activities of at least three of the following types of cannabis businesses: retailer, distributor, manufacturer, cultivator.

"Operator" shall mean any person responsible for management of the cannabis business; any person listed as an officer, director, manager, or member in the Statement of Information filed with the Secretary of State for a cannabis business; any person listed in a governing document for a cannabis business, such as bylaws, articles of incorporation, or operating agreement; any person owning an interest in the cannabis business, unless the interest is solely a security, lien, or encumbrance; and any person that supervises an employee of the cannabis business.

"Owner" shall have that meaning set forth in Section 26001(am) of the Business and Professions Code and as it may be amended.

"Package" or "packaging" means any container or wrapper that may be used for enclosing or containing any cannabis products. The term "package" does not include any shipping container or outer wrapping used solely for the transportation of cannabis products in bulk quantity to another licensee or licensed premises.

"Park" shall mean any land, with public access, intended to provide recreation. For the purposes of this article, "park" also includes public beaches.

"Permittee" shall mean any person issued a cannabis use permit under this article.

"Physician" shall mean a licensed medical doctor, including a doctor of osteopathic medicine as defined in the California Business and Professions Code.

"Property" shall mean the designated structure or structures and land specified in the cannabis use permit application that is owned, leased or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

"Retailer" means any cannabis business that engages in the sale of cannabis or cannabis products to customers, including medical and adult-use cannabis or cannabis products.

"School" means any public or private school providing instruction in kindergarten or any of grades one to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

"State cannabis laws" means and includes California Health and Safety Code Sections 11362.1 through 11362.45; California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program); California Business and Professions Code Section 26000 et seq. (Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)); all state laws enacted or amended pursuant to SB-94, Chapter 27, Statutes of 2017; the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008, as such guidelines may be revised from time to time by action of the Attorney General; California Labor Code Section 147.5; California Revenue and Taxation Code Sections 34010 through 34021.5; California Fish and Game Code Section 12029; California Water Code Section 13276; all state regulations adopted by the Department of Cannabis Control; any license issued by the Department of Cannabis Control; and all other applicable laws of the state of California regulating cannabis or cannabis products.

"Testing laboratory" means a laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products.

"Youth centers" shall mean any youth center, as defined in Section 11353.1(e)(2) of the Health and Safety Code, any playground, as defined in Section 11353.1(e)(1) of the Health and Safety Code, and any child day care facility, as that term is defined in Section 1596.750 of the Health and Safety Code.

SECTION 2. Subsection 6.55.740(A) (Cannabis Businesses Allowed) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is amended to read as follows:

A. Cannabis Businesses Allowed.

1. Only those types of cannabis businesses set forth in this section shall be allowed within the city:

a. Retailers.

b. Microbusinesses.

c. Testing labs.

d. Cultivators.

e. Manufacturers.

f. Distributors.

g. Delivery operations.

h. Existing permitted medical marijuana dispensaries, subject to SLTCC 6.55.840.

Any and all cannabis businesses, activities, nonprofits, associations, enterprises, collectives, cooperatives or dispensaries not expressly described herein are expressly prohibited. Temporary cannabis events are prohibited within the city.

2. No more than one cannabis business may exist in the same suite or unit on a lot or parcel of property.

3. An owner and/or operator of a cannabis business may not own or operate more than one retail cannabis business, including a microbusiness with a retailer component, within the city.

4. No more than four retailers are permitted in the city, including microbusinesses with a retailer component.

5. No more than two microbusinesses are permitted in the city, unless after the application period referenced in SLTCC 6.55.750(C) there are open permits for retailers, cultivators, manufacturers, or distributors, in which case the city council may adopt a resolution to reopen the application period to allow additional microbusinesses combining the open permit types.

6. No more than two cultivators are permitted in the city.

7. No more than four manufacturers are permitted in the city.

8. Distributors are permitted in the city only as part of a microbusiness, unless one or more of the permitted microbusinesses do not include a distributor component, in which case a distributor shall be permitted for each microbusiness without a distributor component.

9. Medical marijuana dispensaries operating under SLTCC 6.55.840 shall not be considered in determining the number of retailers, microbusinesses, manufacturers, distributors, or cultivators allowed under subsections (A)(4) through (A)(8) of this section. The maximum number of cannabis businesses permitted under the numerical limitations set forth in subsections (A)(4) through (A)(8) of this section are in addition to any medical marijuana dispensaries operating under SLTCC 6.55.840.

SECTION 3. Subsection 6.55.760(B) (Supplemental Findings – Cannabis Testing Laboratory) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

B. Supplemental Findings – Cannabis Testing Laboratory. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a testing lab:

1. The owners, permittees, operators, and employees of the testing lab will not be associated with any other form of commercial cannabis activity.

2. The testing lab meets the accreditation requirements set forth in Business and Professions Code Section 26100(h) and any applicable regulations enacted by the Department of Cannabis Control.

3. The testing lab operating plan demonstrates proper protocols and procedures for statistically valid sampling methods and accurate certification of cannabis and cannabis products for potency, purity, pesticide residual levels, mold, and other contaminants according to adopted industry standards.

SECTION 4. Subsection 6.55.760(C) (Supplemental Findings – Cultivators) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

C. Supplemental Findings – Cultivators. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a cultivator:

1. The cultivation of cannabis for commercial purposes shall only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to 22,000 square feet of total canopy size per property.

3. The cultivation of cannabis will be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

SECTION 5. Subsection 6.55.760(D) (Supplemental Findings – Manufacturers) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

D. Supplemental Findings – Manufacturers. In addition to the findings required for the approval of a cannabis use permit as set forth in subsection (A) of this section, the planning commission, or the city council on appeal, shall consider the following supplemental findings in determining whether to grant, modify, or deny a cannabis use permit for a manufacturer:

1. The manufacturer shall be limited to 2,500 square feet of fully enclosed space.

2. The manufacturer shall not undertake any volatile extraction activities, and shall only conduct the operations authorized under the "Type 6," "Type N," or "Type P" license categories, as defined in the Department of Cannabis Control regulations, Title 19 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 6. Subsection 6.55.800(A)(13) (On-Site Consumption) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

13. On-Site Consumption. On-site consumption is allowed at permitted retailers and microbusinesses with a retailer component upon approval of an amended Public Safety License under Section 4.180.050 and, if the addition of on-site consumption increases the floor area used for retail, approval of an amended Cannabis Use Permit under SLTCC section 6.55.800(B)(2).

SECTION 7. Subsection 6.55.800(B)(4) (Hours of Operation) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

4. Hours of Operation. Retailers may only operate during the hours between 6:00 a.m. through 10:00 p.m., except that authorized on-site consumption areas may operate until 2:00 a.m. with no cannabis sales after 10:00 p.m. The planning commission may further restrict a retailer's days and hours of operation as a condition of a cannabis use permit. A retailer shall post its approved days and hours of operation on a sign located on the street frontage of the cannabis business in a manner consistent with the city's sign regulations.

SECTION 8. Subsection 6.55.800(C) (Supplemental Conditions – Cultivators) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

C. Supplemental Conditions – Cultivators. In addition to each of the conditions of operation set forth in subsection (A) of this section, a cannabis cultivation operation shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Outdoor commercial cultivation prohibited. The cultivation of cannabis for commercial purposes may only be cultivated within a fully enclosed space.

2. The cultivation of cannabis for commercial purposes shall be limited to 22,000 square feet of total canopy size per property.

3. The cultivation of cannabis must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides. Any fumigation or insecticidal fogging shall comply with the California Fire Code Chapter 26 (Fumigation and Insecticidal Fogging).

4. Screening. Cannabis plants shall not be visible from any location beyond the property.

5. Cultivators shall maintain either the "Type 1A" (specialty indoor), "Type 1B" (specialty mixed-light), "Type 1C" (specialty cottage), "Type 2A" (small indoor), "Type 2B") (small mixed-light), "Type 3A" (indoor), "Type 3B" (mixed-light) or "Type 4" (nursery) licenses as defined in Business and Professions Code Section 26061, and issued by the Department of Cannabis Control, at all times of operation.

6. Cultivators may not engage in retail sales at the same property as cultivation.

SECTION 9. Subsection 6.55.800(E)(2) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

2. Microbusinesses undertaking manufacturing activity shall utilize only extraction processes that employ nonvolatile solvents for the purposes of extracting cannabinoids and processes that are recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act. Microbusinesses undertaking manufacturing activity shall maintain a license of the "Type 6," "Type N," or "Type P" license categories, as defined in Title 19 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 10. Subsection 6.55.800(F) (Supplemental Conditions – Manufacturers) of Article X of Chapter 6.55 (Cannabis Regulations) of the South Lake Tahoe City Code is hereby amended to read as follows:

F. Supplemental Conditions – Manufacturers. In addition to each of the conditions of operation set forth in subsection (A) of this section, manufacturers shall be operated, maintained, and managed in compliance with the following supplemental conditions:

1. Manufacturers shall not engage in on-site retail sales of cannabis or cannabis products.

2. Manufacturers shall utilize only extraction processes that employ nonvolatile solvents and are recognized as safe pursuant to the Federal Food, Drug, and Cosmetic Act.

3. Standard of Equipment. Manufacturing, processing, and analytical testing devices used by manufacturers must be UL (Underwriters Laboratories) listed or otherwise certified by an approved third party testing agency or engineer and approved for the intended use by the city's building official and fire code official.

4. Food Handler Certification. All owners, employees, volunteers, or other individuals that participate in the production of edible cannabis products shall be state-certified food handlers. The valid certificate number of each such owner, employee, volunteer, or other individual must be on record at the property where the individual participates in the production of edible cannabis products.

5. Edible Cannabis Product Manufacturing. Manufacturers that sell or manufacture edible cannabis products shall obtain a county health permit to sell and/or manufacture edible cannabis products. Permit holders shall comply with county health permit requirements.

6. The manufacturer shall maintain a manufacturer license of "Type 6," "Type N," or "Type P" license categories, as defined in Title 19 of the California Code of Regulations, Section 17006, as may be amended.

SECTION 11. 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 12. The City Council finds that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act (CEQA), and CEQA Guidelines section 15162 because the proposed ordinance is within the scope of the previous EIR and there are no substantial changes to the project or the circumstances that require major revisions to the previous EIR due to new significant environmental effects, new information of substantial importance that shows the project will have significant effects not discussed in the previous EIR, significant effects previously examined would be more severe, or mitigation measures or alternatives previously found not to be feasible would substantially reduce one or more significant effects.

SECTION 13. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 14. This Ordinance shall become effective 30 days following its adoption.

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Effective

# Resolution 2022-001 Ammendment to proposed Cannabis Ordinance

Final Audit Report 2022-02-28

| | |
|---|---|
| Created: | 2022-02-11 |
| By: | jo Mcdonough (jmcdonough@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAu4o63A7D14kDvGjo8Nv3mUTyll0G2oEk |

## "Resolution 2022-001 Ammendment to proposed Cannabis Ordinance" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-02-11 - 8:16:29 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2022-02-11 - 8:19:12 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-02-11 - 9:46:04 PM GMT- IP address: 128.92.136.146

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-02-11 - 9:47:06 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to nwieczorek@cityofslt.us for signature
2022-02-11 - 9:47:07 PM GMT

jo Mcdonough (jmcdonough@cityofslt.us) replaced signer nwieczorek@cityofslt.us with Natalia Wieczorek (nataliawie@gmail.com)
2022-02-28 - 11:36:10 PM GMT- IP address: 128.92.136.146

Document emailed to Natalia Wieczorek (nataliawie@gmail.com) for signature
2022-02-28 - 11:36:10 PM GMT

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2022-02-28 - 11:37:56 PM GMT- IP address: 66.249.84.65

Document e-signed by Natalia Wieczorek (nataliawie@gmail.com)
Signature Date: 2022-02-28 - 11:40:17 PM GMT - Time Source: server- IP address: 24.176.188.177

Agreement completed.
2022-02-28 - 11:40:17 PM GMT

Adobe Sign

NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on March 15, 2022 at 5:30 p.m., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

§ Ordinance to Amend Article X (Cannabis Regulations) of Chapter 6.55 of the South Lake Tahoe City Code Regarding On-Site Cannabis Consumption at Cannabis Retailers, to Increase Allowed Canopy Size of Indoor Cultivation to 22,000 Square Feet, and to Allow Owners and Operators to Hold More than One Non-Retail Permit

*Summary : Consideration of proposed amendments to Article X (Cannabis Regulations). At a public hearing on March 10, 2022, the Planning Commission recommended that the City Council adopt an ordinance to amend the Cannabis Regulations to allow on-site consumption at permitted cannabis retailers, increase allowed canopy size of indoor cultivation to 22,000 square feet with additional energy efficiency/renew able energy requirements, and to allow owners and operators to hold more than one non-retail permit. The Planning Commission also recommended that City Council find that the 2030 General Plan EIR adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act (CEQA). City Council will consider a version of the ordinance allowing on-site consumption and a version of the ordinance continuing to prohibit on-site consumption. (Heather Stroud, City Attorney, hstroud@ cityofslt.us .*

All interested persons are invited to attend and speak on the ordinance or may write their comments to the City Council. Pursuant to Government Code Section 65009(b)(2), if you challenge the application in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Any written correspondences should be directed to the South Lake Tahoe City Clerk, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 or via email to sblankenship@cityofslt.us

A staff report will be available at least three days prior to the hearing and can be downloaded from the City of South Lake Tahoe website (https://www.city ofslt.us/84/Watch-City-CouncilCommission-Meetings) For any questions, please contact the City Attor (530) 542-6046 or ud@ cityofslt.us

**Published: March 4, 2022**

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 10

**Agenda Item:** Cannabis Revenue Policy, Grant Program Process and Guidelines

**Executive Summary:** On May 18, 2021, the City Council adopted the cannabis community benefit fee revenue allocation policy to create a community-wide benefit grant program. This program will provide funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. Staff is bringing forward this item to create the cannabis revenue grant program process and guidelines.

**Requested Action / Suggested Motions:** Pass a Resolution adopting the Cannabis Revenue Policy, Grant Program Process and Guidelines.
Responsible Staff Member: Joseph Irvin, City Manager

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

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

**Attachments**:

01-Staff Report - Cannabis revenue grant program process and guidelines.docx
02-Resolution-Cannabis Revenue Grant Program Process and Guidelines.docx
03-Exhibit A to Reso - CANNABIS REVENUE GRANT PROGRAM PROCESS AND GUIDELINES.docx

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

## Meeting Date: March 15, 2022

**Title:** **Cannabis Revenue Grant Program process and guidelines**

**Location:** Citywide

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

**Background:**
On May 18, 2021 the City Council adopted the cannabis community benefit fee revenue allocation policy to create a community-wide benefit grant program. This program will provide funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. Staff is bringing forward this item to create the cannabis revenue grant program process and guidelines.

**Issue and Discussion:**
The community public benefit fee revenue collection was created for the purpose of the betterment of our community including public safety and financial support for community's schools and non-profit organizations. The City Manager and staff propose initiating a distribution of the available funds to the organizations that to date requested funding assistance from the City.

To help Council with future revenue distribution the City Council adopted the following policy on May 18, 2021:

1. Create a Community-wide Benefit Grant Program funded by Cannabis Community Benefit Fee revenue. This program will provide funding to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impact of the cannabis industry in South Lake Tahoe. The program will operate through an application process to be established prior to the next year's mid-year budget process.
2. Allocate up to 50% of the previous year's revenue to the new Community-wide Benefit Grant Program during a mid-year budget process.
3. Allocate a portion of the remaining revenue back to the General Fund for projects that meet and/or enhance community needs and benefit a large cross section of residents having a direct correlation to resident services and enhancement in the areas of recreation, economic development, support services and the environment.

To assist the City Council in the evaluation of the community-wide cannabis revenue grant program the attached process and guidelines (Attachment 03) have been developed to assist the City in an annual review of proposals for funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. The City's Strategic Priorities are Built Environment, Recreation and Equitable Access, Community for All, Economic Development and Continuous Improvement; and the Strategic Plan can be found here: https://www.cityofslt.us/DocumentCenter/View/15828/City-of-SLT-Strategic-Plan-web-version

**Financial Implications:**
The mid-year budget proposes the appropriation of $400,000 be made available for the cannabis revenue grant program this fiscal year.

**Environmental Considerations:**
None.

**Policy Implications:**
The proposed process and guidelines are consistent with the established cannabis revenue allocation policy adopted on May 18, 2021.

# Resolution 2022-XXX

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

## March 15, 2022

## Approving the Cannabis Revenue Grant Program Process and Guidelines

**BACKGROUND**

A. On May 18, 2021 the City Council adopted the cannabis community benefit fee revenue allocation policy to create a community-wide benefit grant program. This program will provide funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan.

B. Cannabis businesses operate pursuant to individual Development Agreements that require to submit to the City on a monthly basis within 45 days following the month end the Community Benefit Fees payment equivalent six (6) percent of Gross Receipts for that month.

C. The proposed community-wide cannabis revenue grant program application process and guidelines (Exhibit A) to this Resolution have been developed to assist the City in an annual review of proposals for funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan.

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

1. Approves the Cannabis Revenue Grant Program Process and Guidelines attached hereto as Exhibit "A."

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

CITY OF
SOUTH LAKE TAHOE

**CANNABIS REVENUE GRANT PROGRAM**
**Process & Guidelines**

To assist the City Council in the evaluation of the community-wide cannabis revenue grant program the following process and guidelines have been developed to assist the City in an annual review of proposals for funding opportunities to local schools, government agencies and non-profit organizations with programs or projects designed to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. The City's Strategic Priorities are Built Environment, Recreation and Equitable Access, Community for All, Economic Development and Continuous Improvement; and the Strategic Plan can be found here: https://www.cityofslt.us/DocumentCenter/View/15828/City-of-SLT-Strategic-Plan-web-version

## GRANT AMOUNTS

- Grants amounts will range from $1,000 to $50,000.

## WHEN CAN I APPLY?

The City grant program will open annually on April 15th, and the submittal period will remain open annually until May 15th.

## ELIGIBILITY

- Your entity and proposal must be focused on efforts to mitigate potential impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan.
- Your entity must be located within the city of South Lake Tahoe, CA.
- If you are a past year recipient you must be in compliance with the annual reporting requirement, which includes the submittal of a written report detailing how your previous award was expensed to the City no later than March 31st following a previous year's grant award.

## APPLICATION REVIEW

- Please be sure your application is complete when you send it in.
- Applications will be reviewed by the grant committee consisting of the Mayor, one City Council Finance Committee member, the City Manager and the City's Finance Director.
- The grant committee will make recommendations to the City Council no later than June 30th annually for consideration and approval.
- To provide transparency, the City of South Lake Tahoe will post a list on the City's website showing all grant recipients and the amount received. By signing and submitting

a grant program application with the City of South Lake Tahoe, you agree to have your company's name along with the grant amount listed on the website.

**SUBMITTING YOUR APPLICATION**

You will be required to submit the following required documentation along with your signed application form.

1. A current IRS Form W-9 (showing your Taxpayer ID).

**Please submit the application form and the supporting documentation in an envelope (please write "Cannabis Revenue Grant Application" on the envelope) at the City of South Lake Tahoe City Hall, 1901 Lisa Maloff Way, Suite #210, South Lake Tahoe, CA. 96150 in the finance drop-box or mail to the above address.**

**To be considered for the grant applications, your materials must be in by 5:00 P.M. on, May 15th.**

**Contact the City of South Lake Tahoe at sjuarez@cityofslt.us with any questions and we will return your e-mail promptly.**

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 11

**Agenda Item:** Police Department Annual Report 2021

**Executive Summary:** Police Department Annual Report 2021 provided to City Council.

**Requested Action / Suggested Motions:** Receive and File.
Responsible Staff Member: David Stevenson, Police Chief

**Responsible Staff Member:** David Stevenson, Police Chief (530) 545 2765

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

**Attachments**:

01-STAFF REPORT - PD ANNUAL REPORT 2021.docx
02 - PD Annual Report 2021.pdf

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

## Meeting Date: March 15, 2021

**Title:** Police Department Annual Report 2021

**Location:** Police Department

**Responsible Staff Members:** David Stevenson, Police Chief (530) 545-2765

**Background:** The Police Department began producing an annual report in 2020, this is the second annual report, and is for 2021.

**Issue and Discussion:** 2021 provided significant challenges for our entire community including the Police Department. This report highlights accomplishments, police response statistics, joint dispatch center statistics, and other Police Department events for the year, and we are honored to present the attached annual report.

**Financial Implications:** None

**Policy Implications:** None.

# South Lake Tahoe Police Department

# Annual Report 2021

## Mission Statement:

Working in partnership with the community, to protect life and property, providing leadership in solving neighborhood problems, and enhance the quality of life in our city.

# South Lake Tahoe Police Department

## Message from the Chief

2021 in some ways felt like an extension of 2020 but also presented our community with unique challenges. The challenges of policing during COVID remained. Our new public safety radio system began construction and wild fire dominated the summer. STACS continued to focus on those experiencing mental health disorders, substance use disorders, and/or homelessness. The Police Advisory Commission was created. We were finally able to host our annual awards ceremony and update our Department photo. And through it all the Police Department delivered on their sworn oath to provide compassionate police service to this great community.

Construction of our new public safety radio project which was approved by the City Council in 2020 began in 2021. Infrastructure has been built and we anticipate the radio project to be completed sometime in 2022. In 2021 City Council also approved the purchase of a new computer aided dispatch (CAD) and police records management system (RMS). This will replace our 22 year old system and provide the police and fire department with many critical upgrades including increased interoperability with allied public safety agencies.

STACS continued to grow through 2021. Many challenges have been faced mostly due to staffing problems of all partners and the police department. We will continue to improve the program with an emphasis on working with El Dorado County Behavioral Health (and other community STACS partners) in developing a real "in the field" response model for persons experiencing mental health and/or substance use disorders. In 2021 the City Council also approved the creation of a Mental Health Subcommittee to support efforts to increase mental health services in South Lake Tahoe. I'm honored to be a part of that committee and appreciate the support of City Council on this important issue.

Under City Council direction, the Police Advisory Commission was established in 2021 and held it's first meeting. Discussions about policing in our community have been healthy and I look forward to working with the commission on police issues in the future.

The big event of 2021 was the Caldor Fire. I'm so proud and thankful for this community and all City employees who helped during the fire. The evacuation of our entire city was a first and was a success because of the preplanning and patience of our residents and our local public safety agencies. There are too many people, businesses, and agencies to thank but we are indebted to you all.

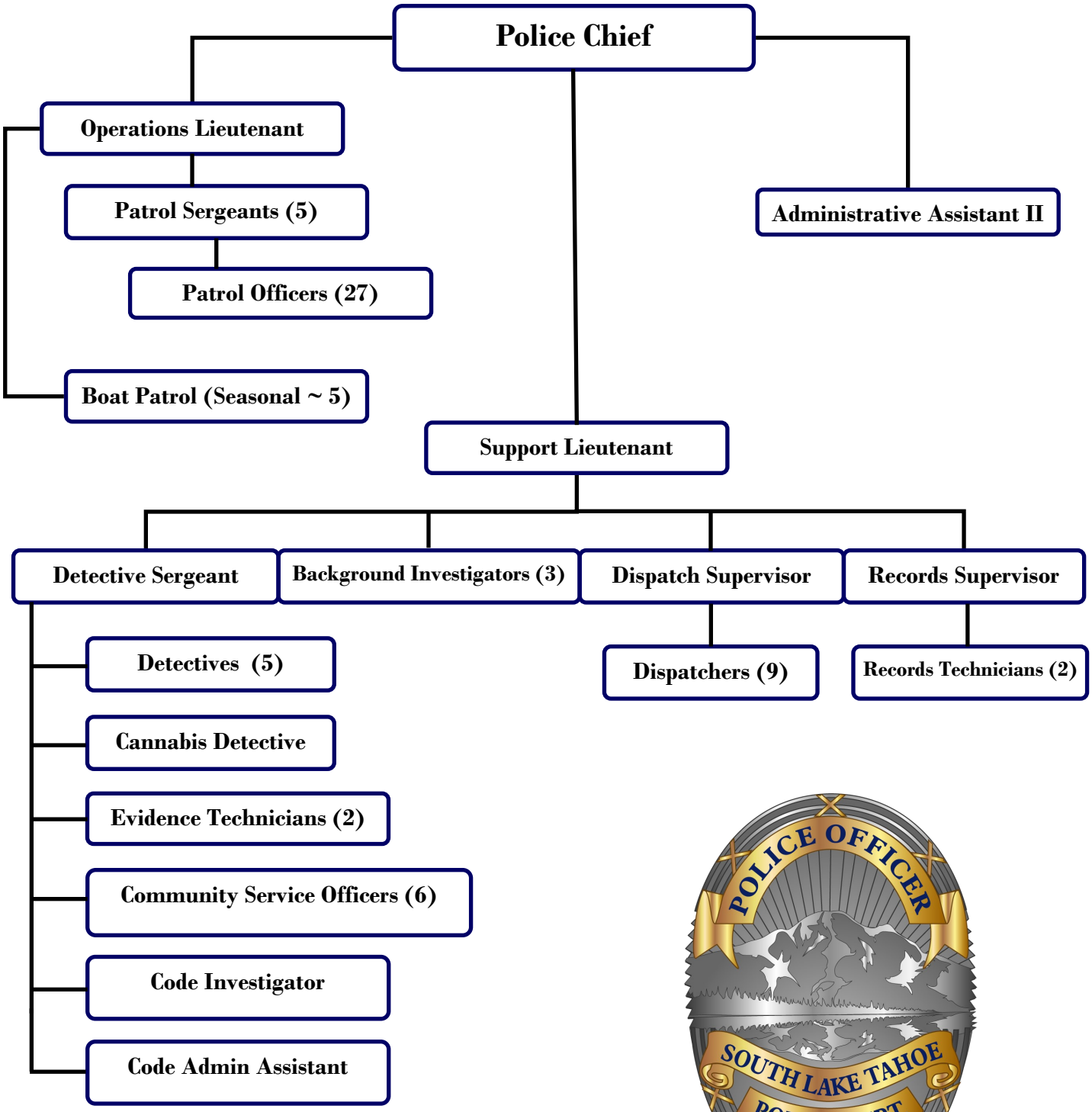
Finally, to the employees of the Police Department, thank you. I'm looking forward to continued challenges and success in 2022 and again I'm so humbled and proud to be your Chief. The work you do matters. Do it with honor, empathy, and compassion. And most importantly, be safe.

Respectfully,

Chief David Stevenson

# South Lake Tahoe Police Department

## Organizational Chart

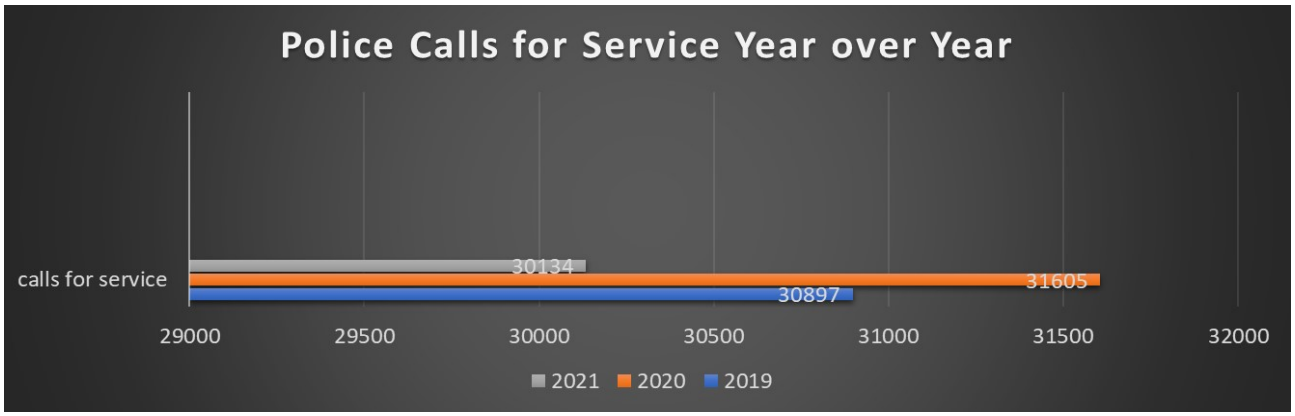


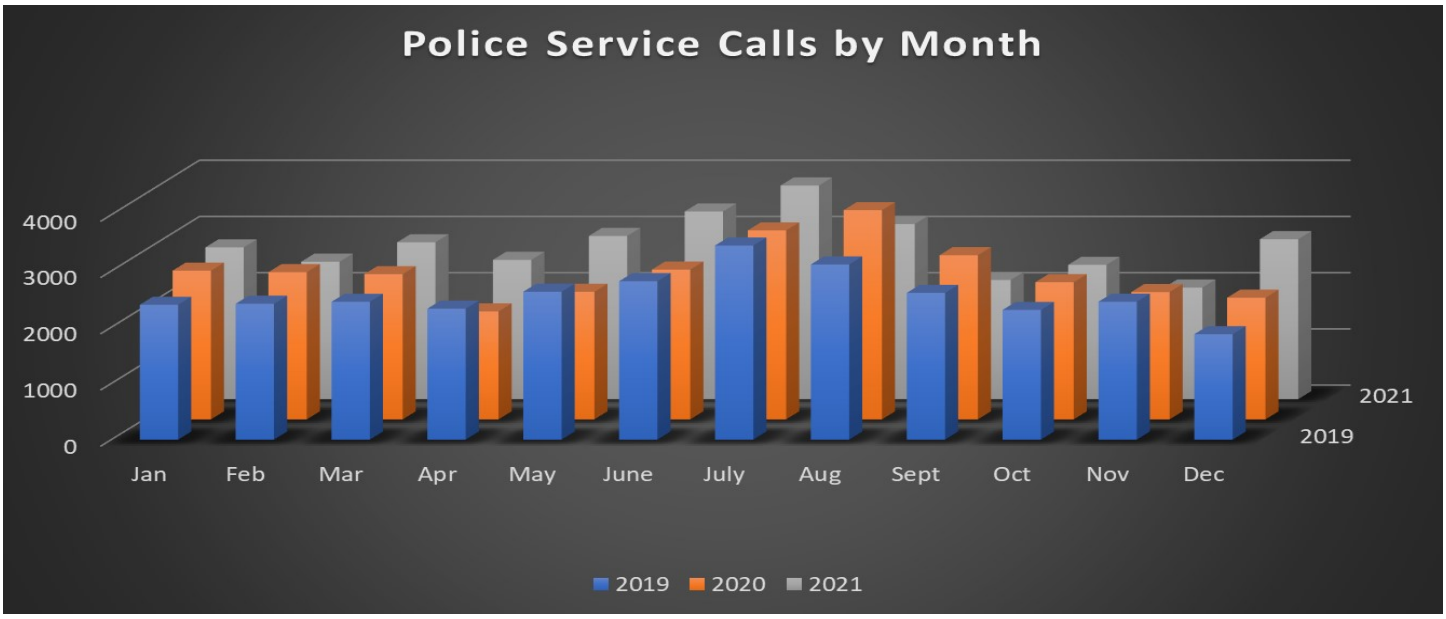
# Patrol Operations

## Patrol Division

The Patrol Division is the most visible division of SLTPD. This is the division with the most officers assigned to it. Patrol Officers provide initial response to fights, traffic accidents, medical crises, domestic violence issues, restraining order violations, alcohol and drug issues, homeless calls, & burglary/robbery alarms. It is highly likely that Patrol Officers are the first contact in high profile crimes such as sexual assault and murder. Rarely do Patrol Officers know what puzzle the next call may hold for them. Continuing examples can be neighbor disputes, code violations, assisting other LE agencies, fraud/identity theft, child/elder abuse; no two days are alike. The patrol division has the most community contact. Various specialties exist within the division such as School Resource Officer, Traffic/Motor Officer, Homeless Liaison Officer, and Field Training Officer. However, most patrol officers have collateral assignments such as Defensive Tactics Instructor, Driving Instructor, Firearms Instructor, or SWAT operator. Responding to 911 calls and addressing immediate public safety concerns are the priority of the Patrol Division.

Calls for Service in 2021 took on their normal tone when contrasted with that of 2020. The number of visitors to the South Shore increased as pandemic closures were lifted. As what appeared to be a great summer in Tahoe came to a close, the Patrol Division teamed up with allied agencies to evacuate the city for the Caldor Fire. That ad hoc team then patrolled the city while it was evacuated most notably arresting several for looting.



## 2020 vs. 2021 Calls for Service

*Due to the way our reports are tracked and classified, this report may not be all-inclusive. For example, if a homeless subject is arrested for a criminal offense, that arrest would likely be listed as the criminal offense, not as a homeless call.

| OFFENSE | 2020 | 2021 |
|---|---|---|
| Homicide | 0 | 2 |
| Assault | 372 | 335 |
| Rape | 15 | 11 |
| Robbery | 19 | 12 |
| Residential Burglary | 79 | 74 |
| Vehicle Burglary | 23 | 18 |
| Motor Vehicle Theft | 89 | 61 |
| Bike Theft | 38 | 30 |
| Grand Theft | 25 | 37 |
| Grand Theft from a Vehicle | 1 | 6 |
| Petty Theft | 221 | 191 |
| Petty Theft from a Vehicle | 56 | 30 |
| Arson | 2 | 10 |
| Domestic Violence and Stalking | 204 | 199 |
| Hate Crimes | 6 | 4 |
| Mental Health/5150 Calls | 239 | 321 |
| Homeless Calls | 1,159 | 796 |
| DUI | 146 | 130 |
| Public Intoxication | 221 | 202 |

## Uniform Crime Report 2021 *As reported to the Department of Justice*

| | |
|---|---|
| HOMICIDE | 2 |
| FORCIBLE AND ATTEMPTED FORCIBLE RAPE | 21 |
| ROBBERY | 5 |
| ALL ASSAULTS | 335 |
| BURGLARY | 77 |
| LARCENY/THEFT | 303 |
| MOTOR VEHICLE THEFT | 61 |

**Total Adult Arrests, to include Part One and Part Two Crimes: 727**
**Total Juvenile Arrests: 29**
**Total Arrests: 756**

| | |
|---|---|
| **POLICE CALLS FOR SERVICE** | **24,108** |
| **ON-VIEWED EVENTS** | **8,293** |
| **TOTAL** | **32,401** |

# Caldor Fire

## Patrol Division

In mid-August, no one had any idea what the Caldor Fire was going to become. Within a week, we were sending multiple officers out to the Grizzly Flats area to assist the other agencies. Our officers conducted traffic control and road closures, helped with evacuations, and responded to where ever they were needed to help the affected residents. As the fire moved closer to South Lake Tahoe, our officers were in their own neighborhoods helping to evacuate families in the Meyers/Christmas Valley area.

As the fire moved closer and closer to South Lake Tahoe, we had more and more help from outside agencies. When we finally had to evacuate the City, we did so with the help of multiple law enforcement agencies, some of whom had driven hours to help us. We safely evacuated all 25,000 of our residents in a matter of hours. We did not have a single traffic collision. This simply would not have been possible without our officers who care about this City and its residents, and the help of all of the partner agencies.

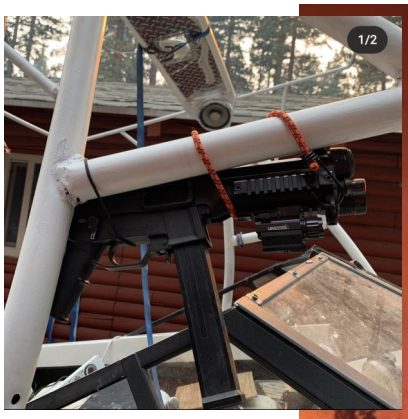
With the City evacuated, there were a few people that opted to stay behind. While some of these people were full-time residents who made the decision to stay, we contacted several who were stealing and damaging property, breaking into homes, and driving under the influence.

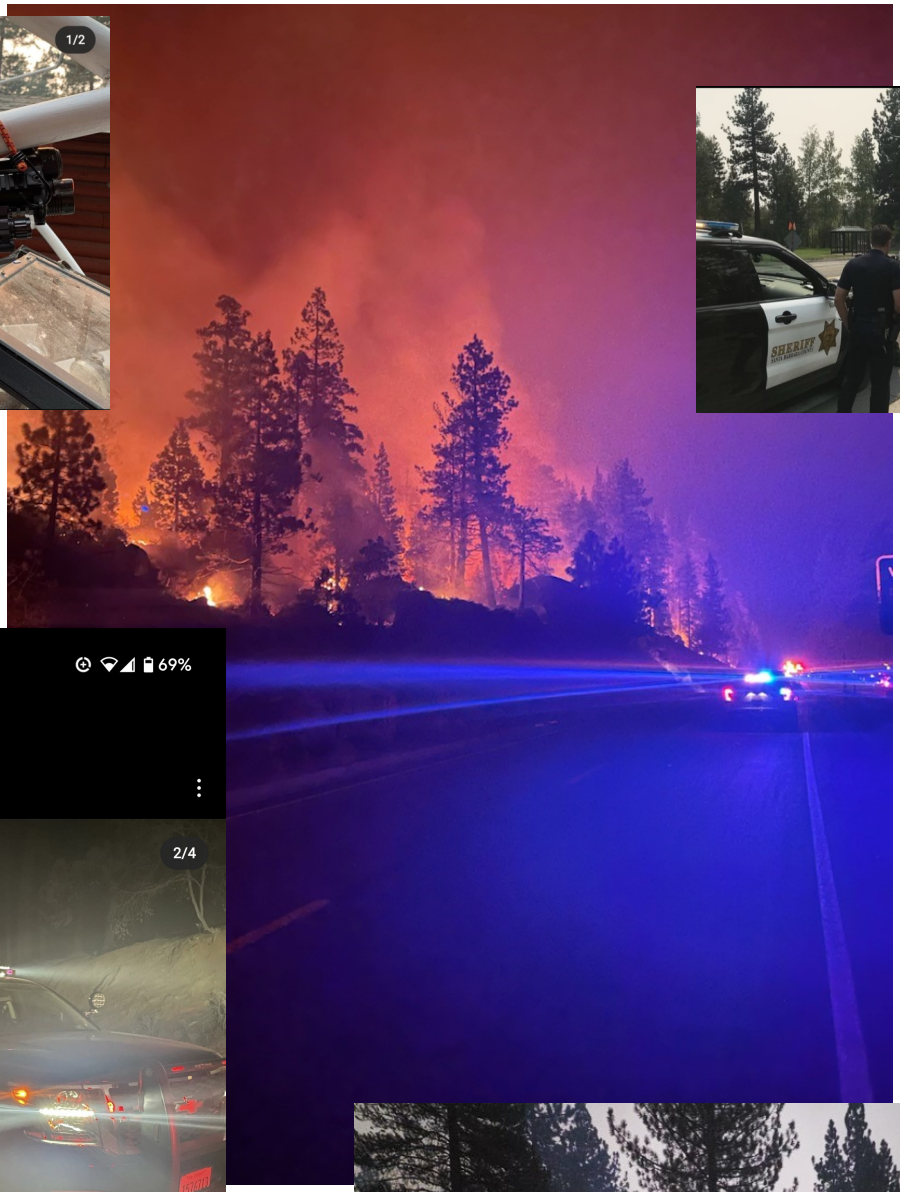
Since we had so many law enforcement officers from multiple different agencies here to help, we had nearly 100 police officers on the street every day of the evacuation. We made multiple arrests for charges such as burglary, looting, possession of drug paraphernalia, altering a replica firearm to resemble a real firearm, violation of parole, and DUI. We are so grateful to our law enforcement partners for all of their help.

Many of our own officers had to evacuate their own homes, and continue working long hours for multiple days while their families had to leave the area. We are endlessly proud of them for the work and the sacrifices they made to show up for their community every day during this traumatic event.

# Caldor Fire

## Patrol Division



# Patrol Operations - Outreach

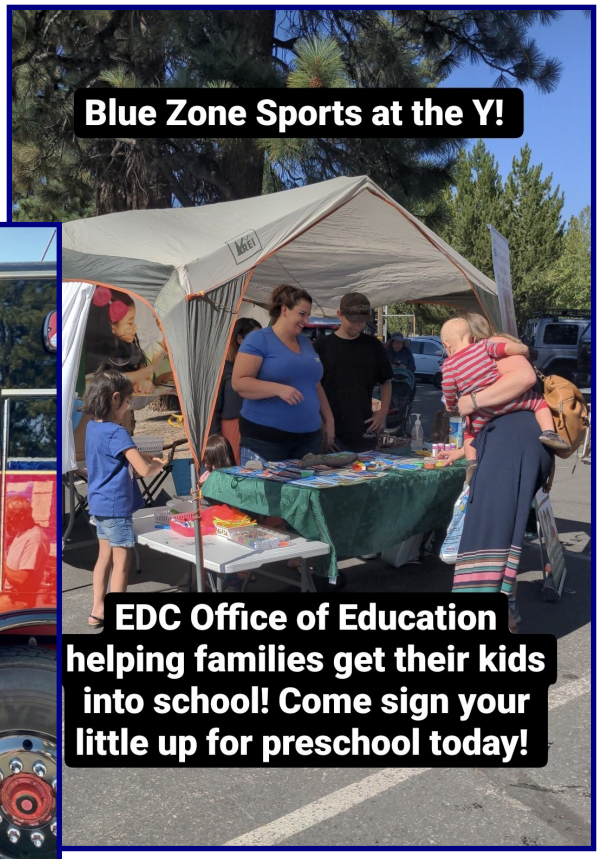
## Patrol Division

### National Night Out

On August 3rd, 2021, we held another successful National Night Out event! This year, the event was held in the parking lot of Blue Zone Sports at the Y. We got a ton of local traffic who live in the area, as well as a lot of visiting traffic, who saw our event on their way into or out of town!

The agencies who set up booths included SLTPD patrol, motor units, and SWAT, EDSO Search and Rescue, a Barton vaccine clinic, The Red Cross, California Conservation Corps, El Dorado County Probation, CHP South Lake Tahoe, South Lake Tahoe Fire Rescue, EDC Office of Education, and more!

This event was put together on short notice, and all of the agencies pulled together to make it happen for our community. We are looking forward to the next one!



# Patrol Operations - Outreach

## Patrol Division

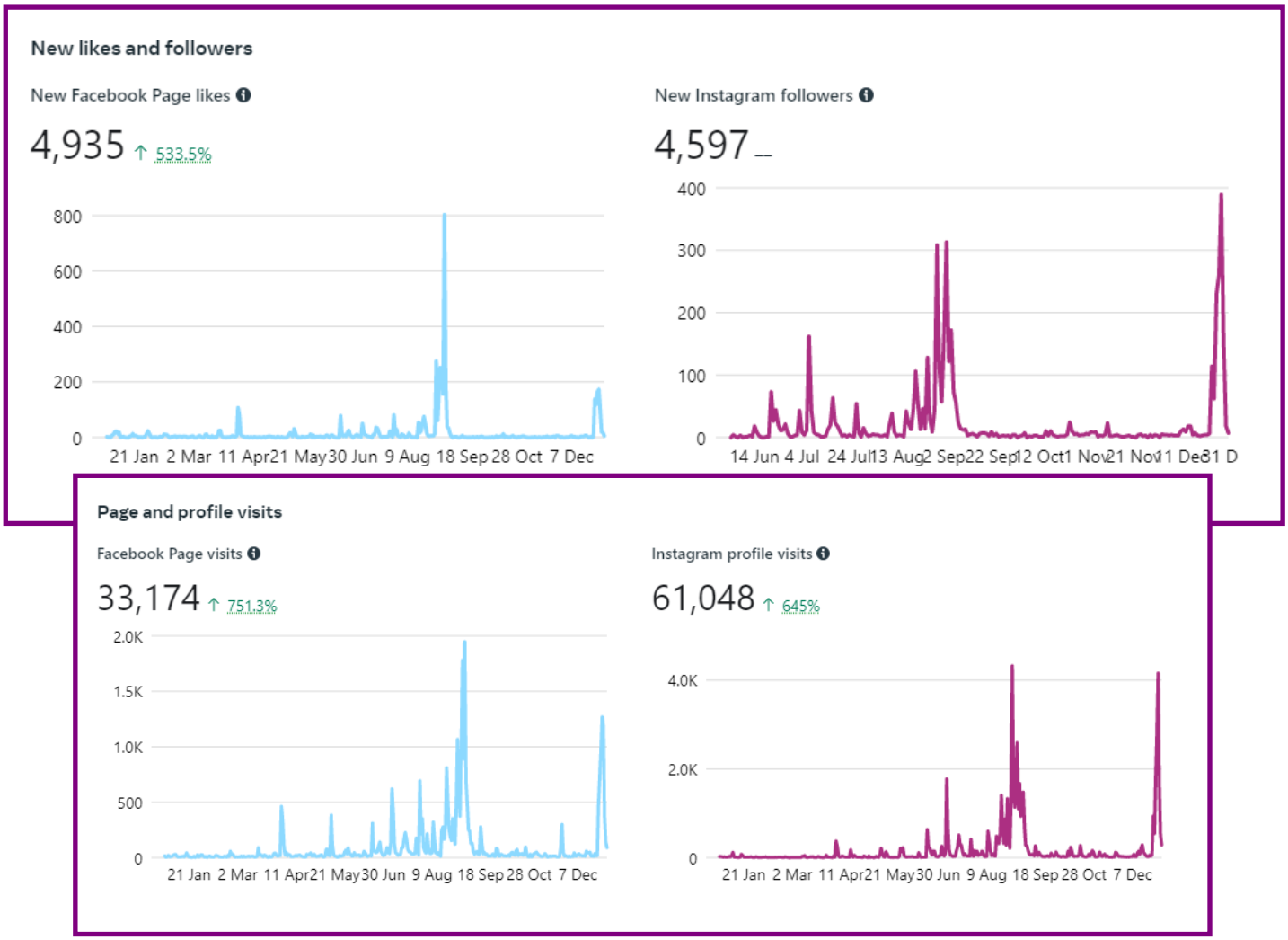
### Social Media

In 2021, we used our social media platforms to reach our community more than ever. In April, we ran a Cyber Bullying Awareness week. We covered topics such as what cyber bullying is, how to spot it, how to prevent it, and how to report it. We also covered suicide prevention, especially in teenagers, and child trafficking risks.

We had our first semi-viral video in May, when Officer Simon putting out a forest fire garnered over 20,000 views all across the country!

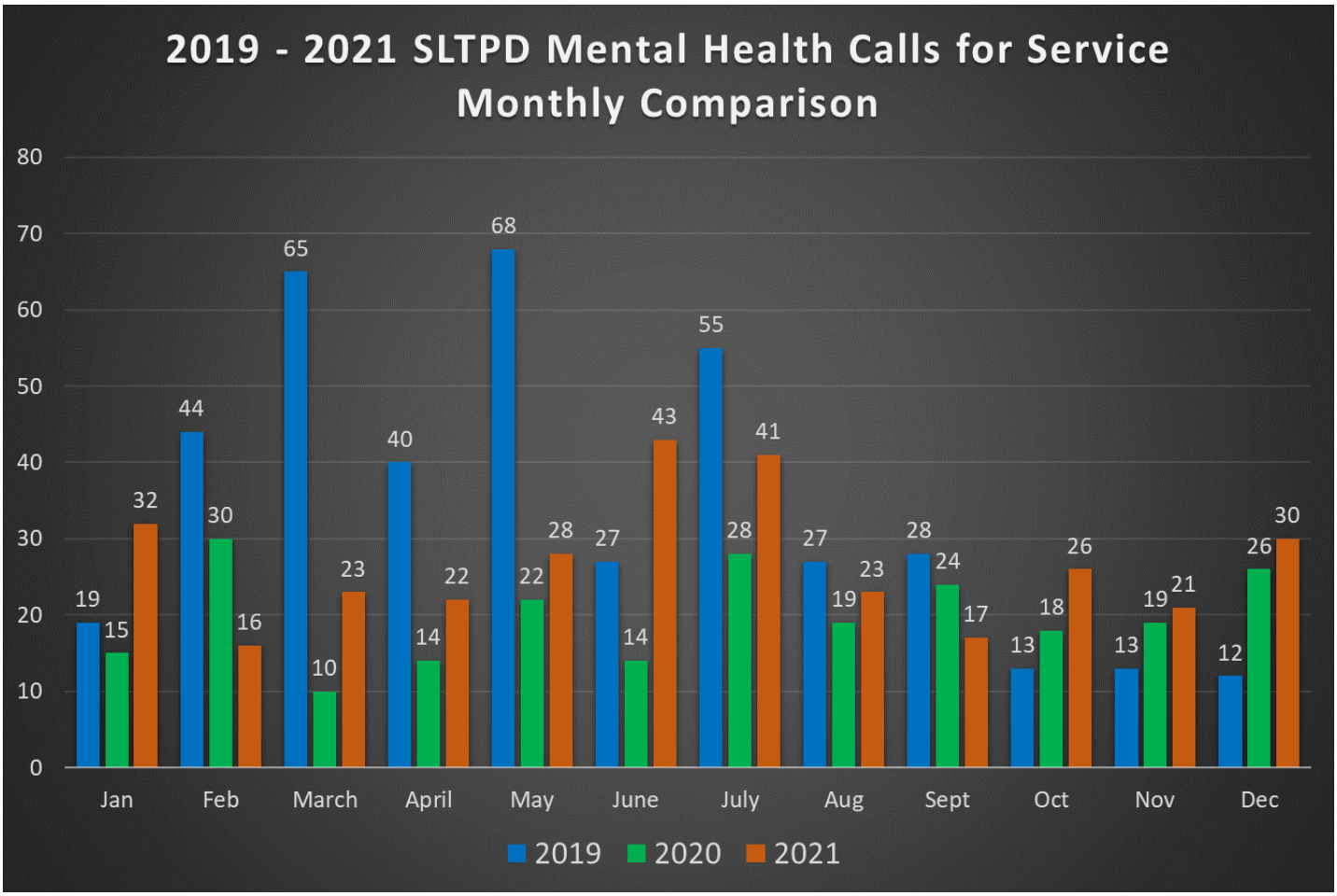
Through summer, our social media outreach with our community helped us capture multiple hit and run drivers, and even helped locate a few people that had been reported missing.

When the Caldor Fire first started, we were able to communicate directly with our citizens and visitors to keep them apprised of how the fire was spreading, and at what point it finally became a threat to our community. We tirelessly answered hundreds of comments and messages through our multiple platforms, which provided some relief to our dispatchers and command staff. As we moved towards evacuation and repopulation in early September, we put out multiple videos that amassed hundreds of thousands of views, and reassured our community that we heard their concerns and were working on plans and solutions with their safety in mind. Obviously, the Caldor Fire was a massive stress on our department and our community, so we were grateful to be able to connect with our community in a way we never have before.



# South Tahoe Alternative Collaborative Services (STACS)

## Patrol Division

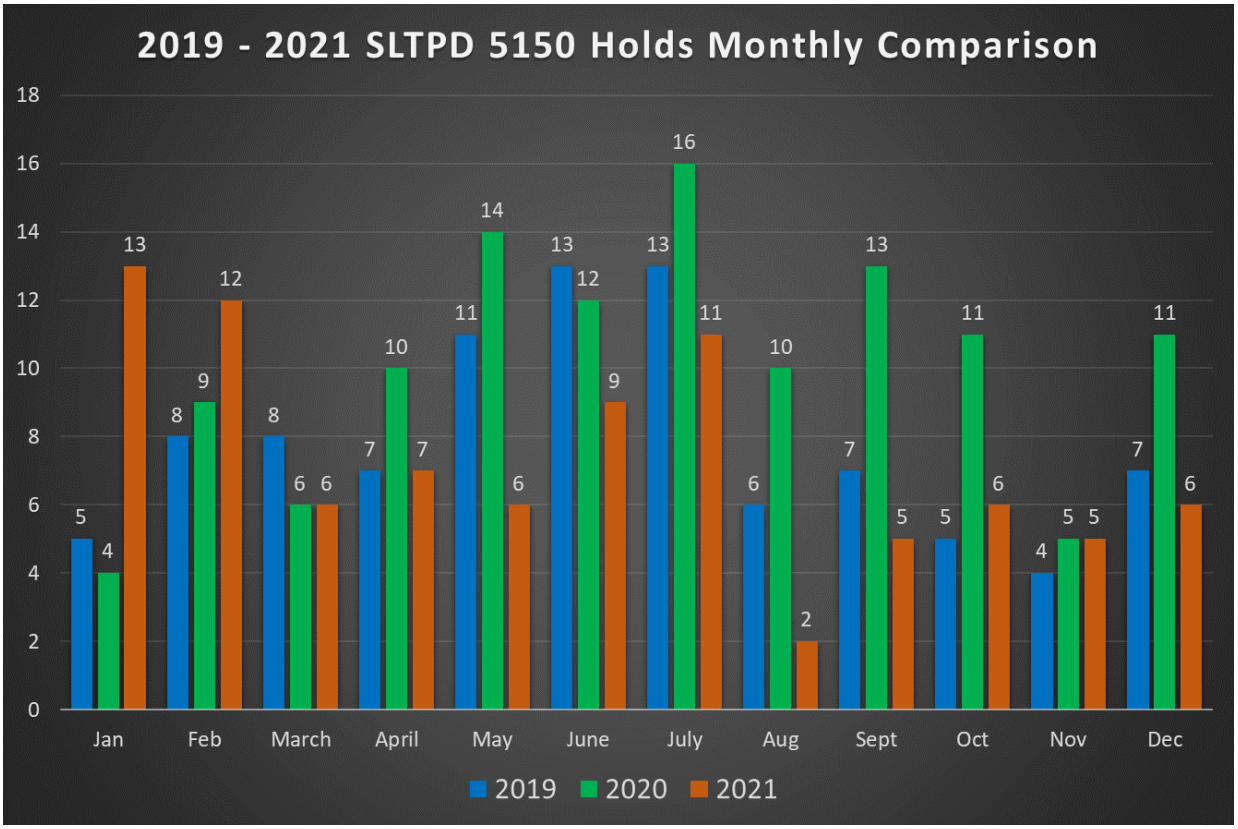


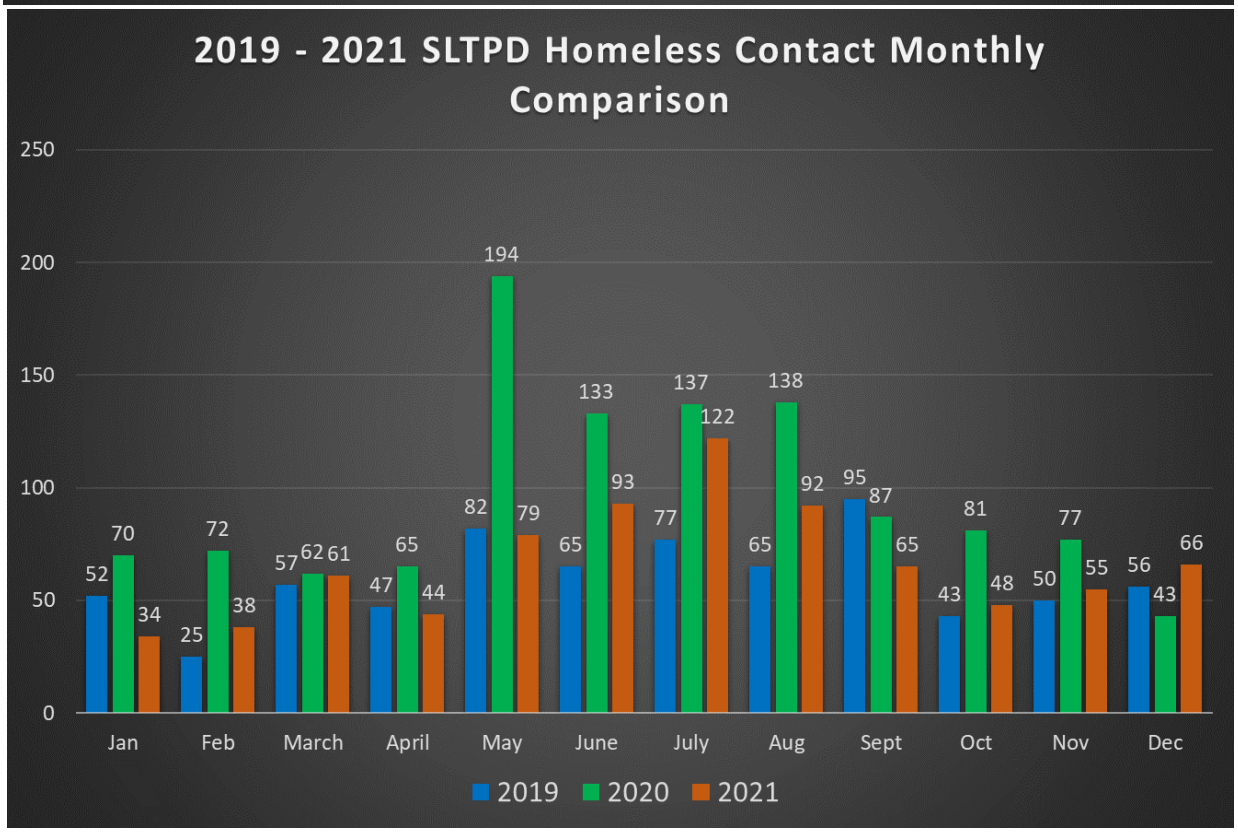

## STACS Successes for 2021:

- We continued to contact those experiencing homelessness who have been consistently located in two specific areas (Johnson Meadow, and the Trout Creek Conservancy). There were 180 meadow-related contacts identified by the South Lake Tahoe Police Department with those members of our community experiencing homelessness.
- Developed new relationships with once outside agencies.
- Put technology in place to allow Facetime with El Dorado County Mental Health directly from the field.
- Established direct lines of communication with El Dorado County Mental Health and those clients experiencing homelessness.

# South Tahoe Alternative Collaborative Services (STACS)

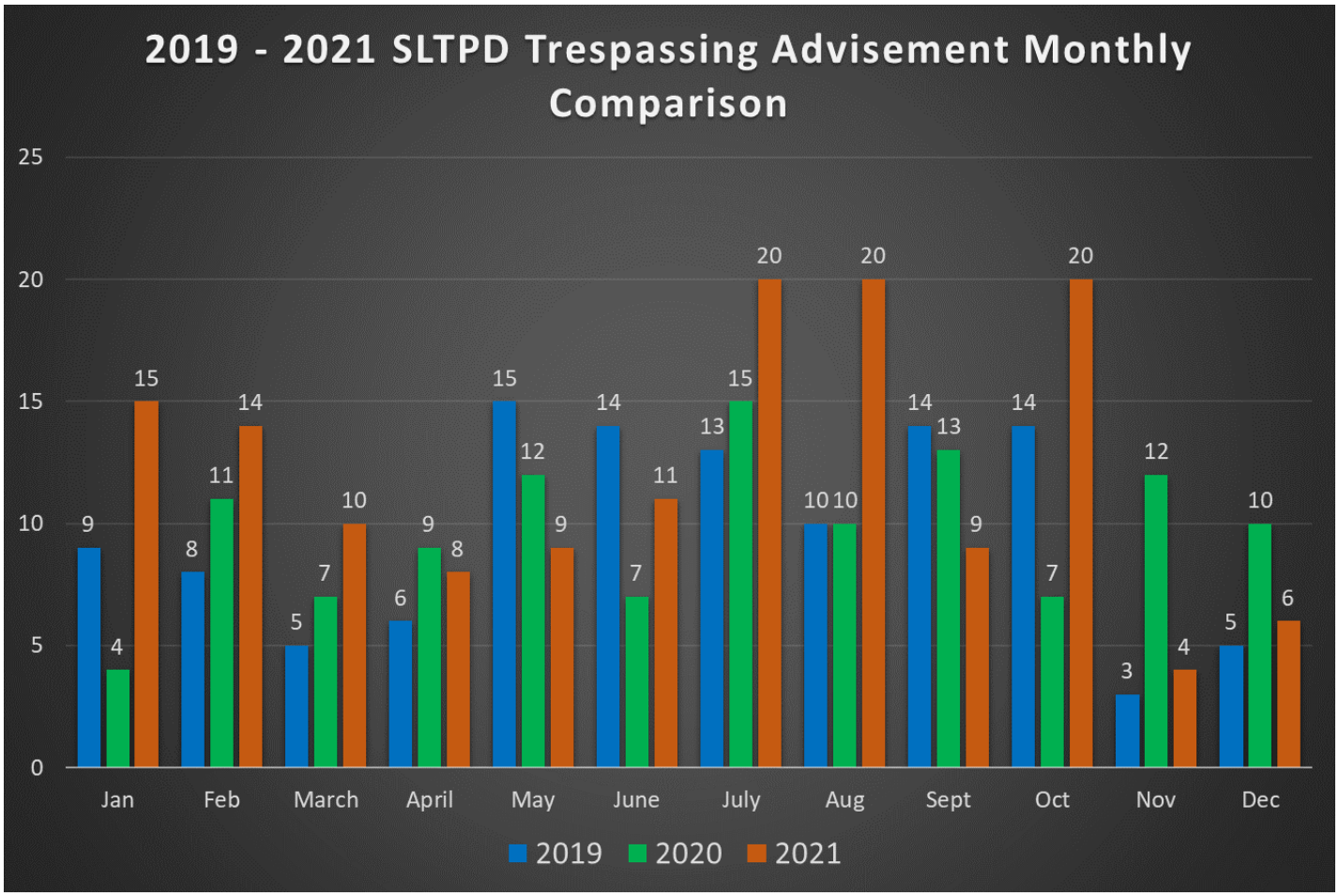
## Patrol Division



# South Tahoe Alternative Collaborative Services (STACS)

## Patrol Division




Moving into 2022, we will continue to improve STACS with an emphasis on developing a strong "in the field" response model with El Dorado County Mental Health and the Tahoe Coalition for the Homeless.

# K9 Unit

## Patrol Division

The K9 unit is an extremely valuable asset to both the Police Department and the community. Currently, SLTPD is the only law enforcement agency on the south shore of the lake with K9s available on a regular basis. El Dorado County Sheriff has multiple K9s on the west slope, but do not staff K9s at the lake. On the Nevada side, Douglas County Sheriff, also has multiple K9s however, like EDSO they are usually staffed in the valley of Gardnerville/Minden. For these reasons, South Lake Tahoe PD's K9 unit is requested for assistance on a regular basis by not only SLTPD, but neighboring agencies as well.

The use of a K9 can aid law enforcement in multiple facets. SLTPD K9s are trained in narcotic detection, article searching, and suspect tracking / apprehension. The K9 unit trains on a bi-weekly basis. Their training is coordinated by Gregg Tawney, owner of DTAC-K9. Tawney is a retired Elk Grove PD Sgt with over 20 years of police K9 handling and training experience. Training is conducted with multiple other agencies which allows for developing professional K9 contacts throughout the greater Sacramento region.

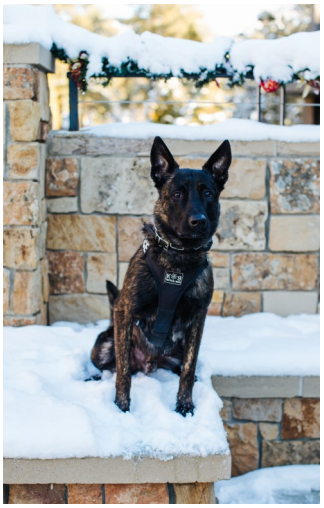
# K9 Unit

## Patrol Division

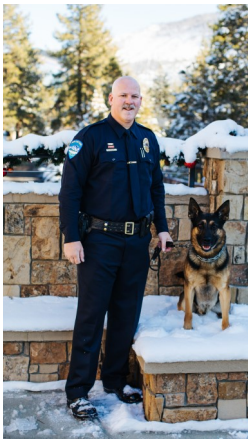
The SLT PD K9 Unit currently consists of two handlers, their respective K9s, and a K9 Sergeant. The selection process to become a handler is quite rigorous. Being a K9 handler is not an easy assignment. From living with a working dog at home, to being on call 24/7, it is a rewarding yet life consuming undertaking. Firstly, perspective handlers are expected to come out to K9 training to begin learning the art of working with a dog. Perspective handlers typically spend quite a bit of time wearing the bite suit, learning dog behavior from the point of view of the bad guy. This teaches the perspective handlers' invaluable lessons on not only how the dog works, but the limitations of a dog as well. Secondly, once a position is available, perspective handlers must meet department minimum criteria, which also includes housing requirements. Specifically, handlers must have a garage to accommodate a patrol vehicle as well as a fenced yard.

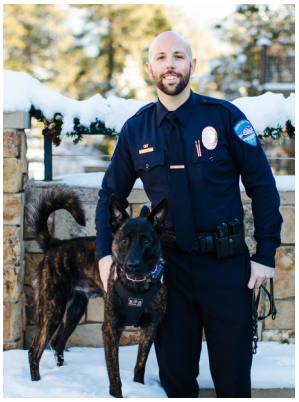
Once a handler is selected, the Sergeant and the new handler work with our K9 trainer to find the best K9 partner to fit both the handler, their family, and the community of South Lake Tahoe.

In 2021, SLTPD welcomed a new handler and K9 to the unit. Officer Miller and K9 Cayden completed their training in late November 2021.



Currently the K9 unit is staffed by Officer Wilson and his partner, K9 Rocky, as well as Officer Miller and his partner, K9 Cayden. The K9 unit is overseen by Sergeant Crivelli, a former SLTPD K9 handler.





# Crisis Response Unit (SWAT / CNT)

## Patrol Division

The SLTPD's Crisis Response Unit is tasked with handling crises which are outside the ability of normal patrol officers to resolve. These can include a variety of high-risk events. Public safety is the unwavering priority of the CRU. The Crisis Response Unit is divided into two synergistic branches: The Special Weapons & Tactics Team (SWAT) and the Crisis Negotiations Team (CNT). The CNT focuses on communication with the subject(s) while the SWAT team handles tactics and strategy. The two branches focus simultaneously on nonviolent surrender but must be prepared for criminals who decide not to give up and are willing to endanger the public.

SWAT and CNT work in conjunction with the Patrol Division, the Detective Division, and allied agencies. The combination of CRU applying negotiation-based approaches for tactical resolution is time-tested. SWAT is a hard-earned specialty within any law enforcement agency, and the SLTPD is no exception. SWAT is a volunteer position with no additional pay incentive. The testing process is rigorous, combining endurance and strength PT testing with handgun and rifle qualification courses and an in-depth oral panel covering a variety of questions. The candidates each undergo a review process as the final step before being welcomed onto the team. The average age of a SWAT operator on the Crisis Response Unit is 35 years old, and the average SWAT officer has 12 years in law enforcement.

Due to the high-risk nature of the CRU's work, we interact with the public on a regular basis. Our team has met with schools to prepare for active shooter responses, has done community fundraisers and awareness presentations, threat assessments for local businesses and critical infrastructure, and community Q&A meetings. The team's size, appearance and tactics are all directed at resolving a given situation with minimal (if any) use of force. Great thought is put into the uniforms, vehicles, weapons, public interaction and tactics used. SWAT prepares for a variety of scenarios, samples of which are below.

| | | | |
|---|---|---|---|
| *High-Risk Search Warrants* | *Urban & Rural Drug Interdiction* | *Active Shooter Response* | *Civil Unrest Mitigation* |
| *High-Risk Arrest Warrants* | *Counter narcotics Missions* | *Training Missions* | *Injured Citizen & Officer Rescues* |
| *Armed Barricaded Subjects* | *Dignitary Protection* | *Hostage Rescue* | *Surveillance Operations* |
| *Armed & Dangerous Felon Apprehension* | *Counter sniper Operations* | *High-Risk Vehicle Assaults* | *Mutual Aid Requests* |

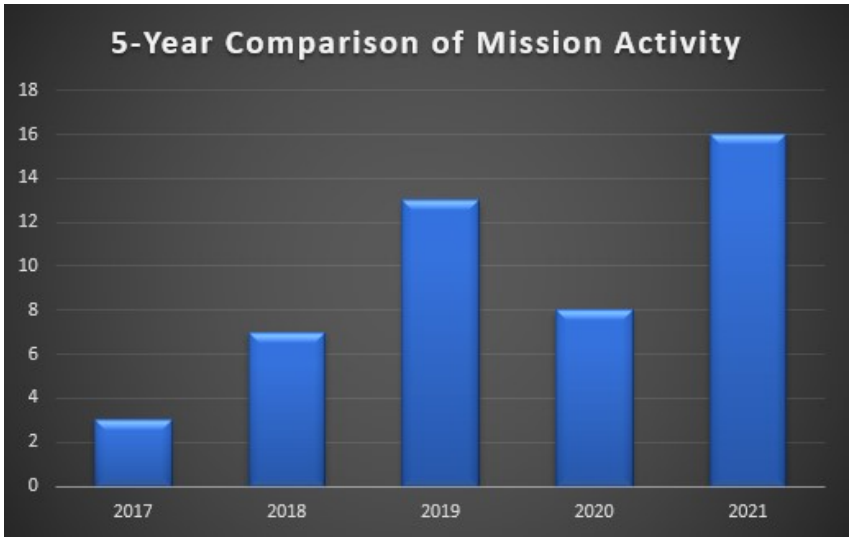
# Crisis Response Unit (SWAT / CNT)

## Patrol Division

Within the team there are technical specialties, each of which takes time, training, and experience to master:

| | | | |
|---|---|---|---|
| *Team Leader* | *Munitions Expert* | *Sniper/Observer* | *Entry Operator* |
| *Assistant Team Leader* | *Tech Expert (robots)* | *Tactical Paramedic* | *Shield Specialist* |
| *Breacher* | *Armored Vehicle Specialist* | *Rangemaster* | *SWAT K-9* |

The SWAT team's focus and mission type change depending on legislative, local and nation-wide trends



# Crisis Response Unit (SWAT / CNT)

## Patrol Division

The SLTPD CRU Rescue Vehicle at work.

The CRU Rescue Vehicle at play.

# Gang Unit

## Patrol Division

***Gang Unit History & Mission***

The SLTPD's Gang Unit is tasked with monitoring, investigating and enforcing laws pertaining to organized criminal groups. Though traditional Gang Units focus on criminal street gangs, the SLTPD investigates a wider array of crimes and organizations and follows a "task force" model of leadership.

The Gang Unit focuses its efforts in three areas: intelligence gathering/dissemination, crime prevention and enforcement. This mirrors the California Street Terrorism Enforcement & Prevention statutes (STEP) outlined in the Penal Code. To encourage information sharing, the Gang Unit routinely makes contacts with community groups and leaders. To prevent criminal activity, the Gang Unit identifies gang members and emerging criminal organizations, focusing on in-person contacts with offenders whenever possible. To enforce the STEP laws, Gang Unit investigators are trained to be expert witnesses and provide special testimony in gang-related cases. This model has proved successful both in preventing crime and successfully prosecuting gang-related offenses.

***The Gang Unit in 2021***

It should be noted that a multi-agency Gang Sweep was conducted in early 2021 following a SWAT mission. The gang investigators reported that they encountered zero resistance and gained complete compliance when contacting gang members and their associates.
The relationship between gangs, weapons and tactical teams is not unique to our jurisdiction and SWAT teams throughout our region report a close correlation between these specialties.

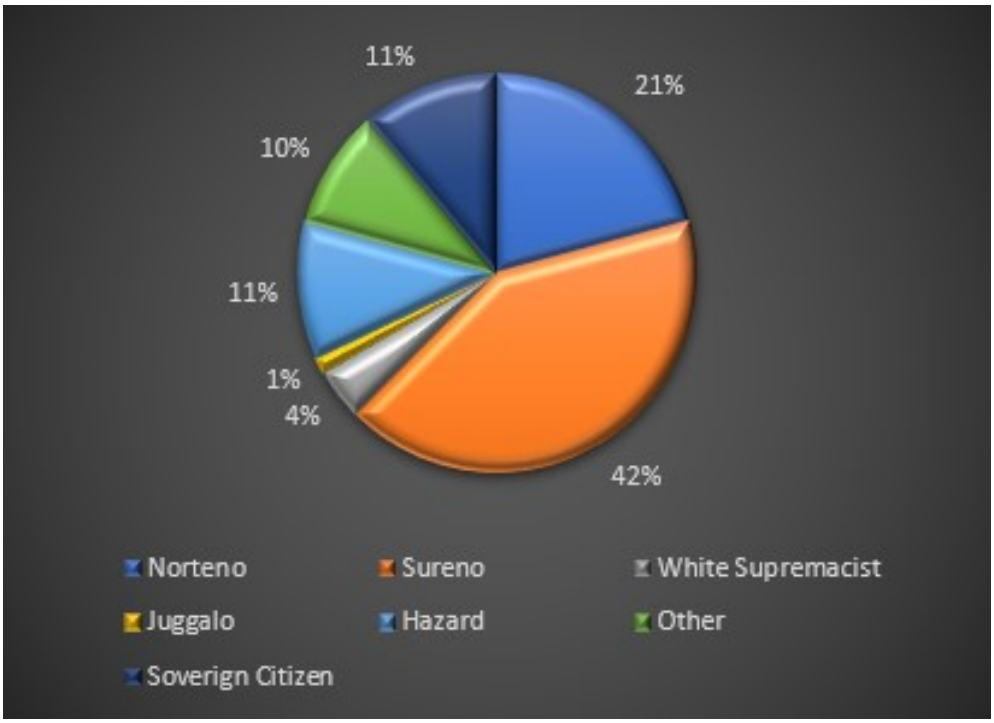
Gun-related data was not tracked before 2016, but the Gang Unit and SWAT team work closely and have begun tracking data which affects the two specialized units. It is important to note these statistics do not include gang members contacted while carrying imitation firearms, which is common.

Community members with gang-related information are encouraged to reach out to the SLTPD, as our mission simply cannot be completed without the help of the community. Both the Gang Unit and the community share the same safety-oriented vision.

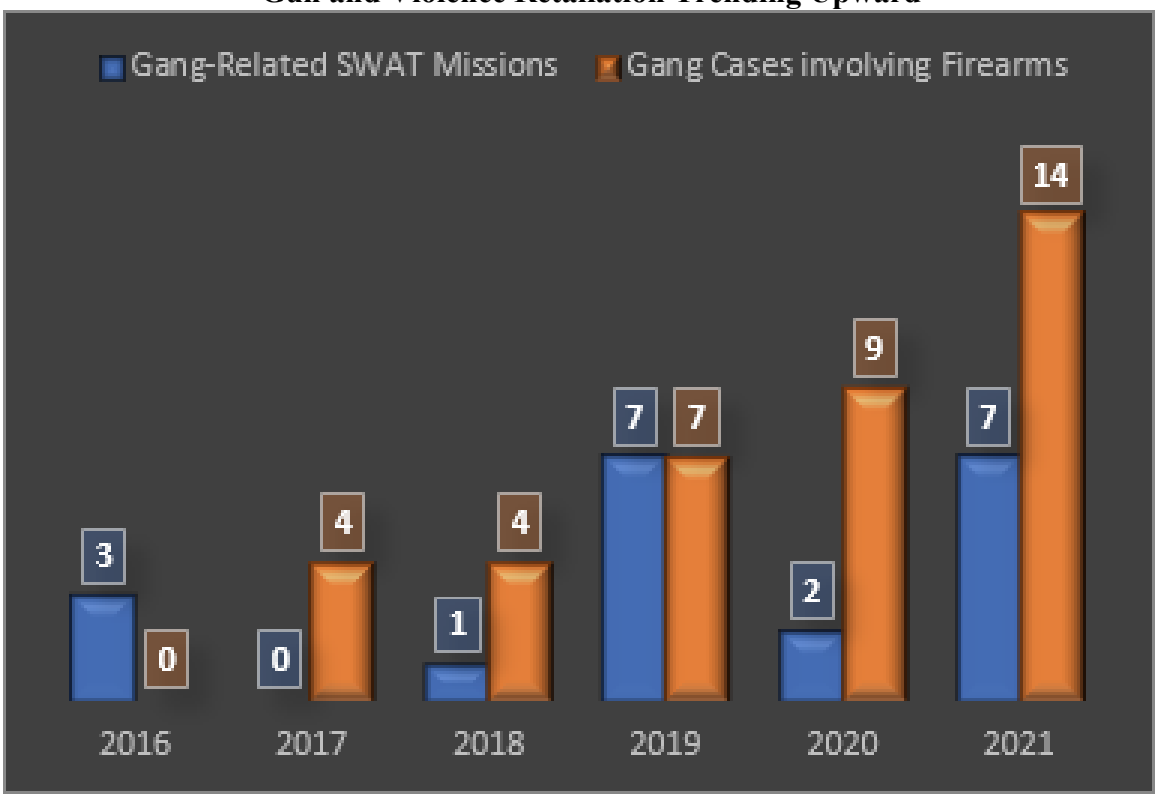
# Gang Unit

## Patrol Division

**SLTPD Gang Contact Affiliations**




**Gun and Violence Retaliation Trending Upward**



# Traffic Unit

## Patrol Division

The SLTPD traffic division consists of one patrol officer with ancillary duties of traffic enforcement and one patrol sergeant. The traffic unit fields various traffic and parking complaints and assists regular patrol in addressing these concerns. The patrol officer is assigned to a traffic motorcycle during months of good weather, allowing them to better traverse the roads to find and address traffic concerns.

The unit has the responsibility to respond to and investigate major/fatal injury collisions. Members of the unit are trained in traffic collision investigation and the use of total station diagramming.

Major accomplishments for 2021:

- Appointed and trained an officer for traffic motor duties. They began motor patrol in April of 2021
- Acquired budgeting for a new traffic motorcycle to replace the current motor, which is over 10 years old
- Completed various special details addressing traffic issues such as pedestrian, bicycle, motorcycle, and DUI drivers. These details were paid for by our CA OTS grant
- Wrote and was awarded an additional CA OTS grant for $56,000 to continue targeted traffic enforcement to address traffic issues involving pedestrians, bicycles, motorcycles, and DUI drivers. The grant will also allow the police department to purchase new lidar and radar units, as well as roadway lighting to assist with traffic collision investigation.

# Joint Dispatch Center

## Support Division

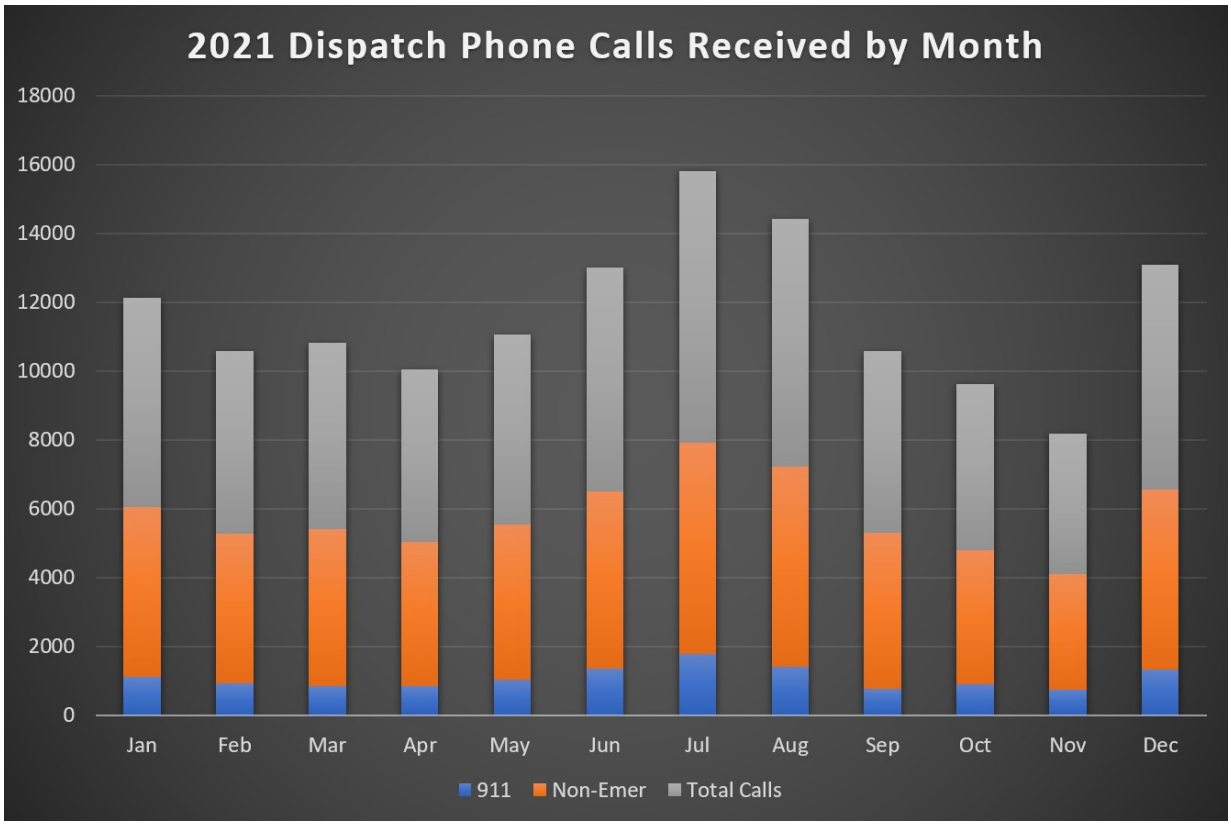
Our Joint Dispatch Center is the heart of our operations. Our dispatchers work tirelessly to provide the quality service we value in our community. They are the front line of our police and fire/Emergency Medical Service (EMS) and are the first to make contact with people in need. All calls for police, fire and EMS services are routed through our dispatch center, with the addition of Lake Valley Fire, Fallen Leaf Fire and Cal Tahoe JPA Ambulance.

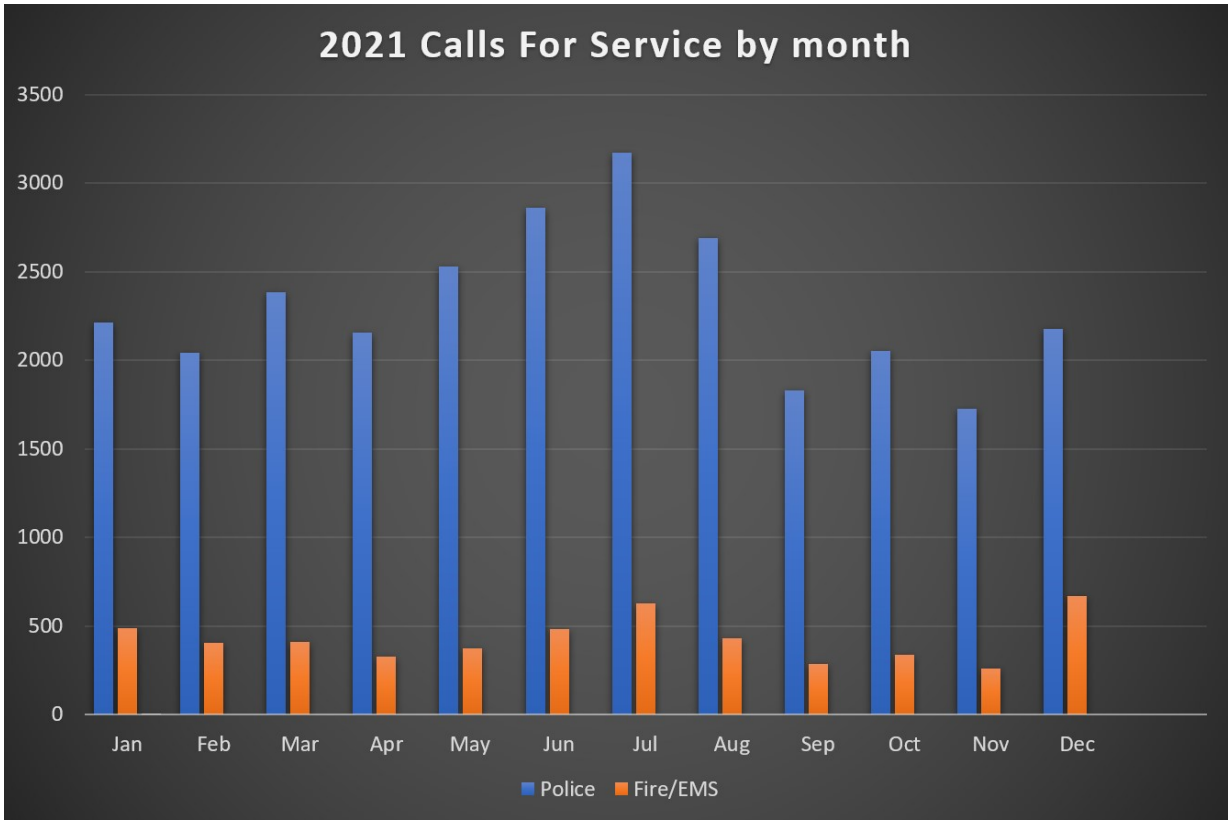
In 2021, our dispatch center continued to be the main clearinghouse for COVID-19 related calls, prior to the Caldor fire. During Caldor, we had a dispatcher in the EOC (Emergency Operating Center) as well as our dispatch center being fully staffed. Our dispatchers worked tirelessly fielding calls from residents and family members of those effected by the evacuation. We handled several Law Enforcement agencies in the City helping patrol during evacuations. Our dispatchers had to manage hundreds of officers on our radio as well as the increased phone calls from the residents or the City and County.

Our dispatch center is currently down two positions and we look forward to filling those quickly. With the staffing shortage in dispatch, the remaining employees have worked as a team to help cover numerous open shifts. We work hard to maintain the same service and response levels as a fully staffed center.

# Joint Dispatch Center

## Support Division



# Detective Unit

## Support Division

The mission of the South Lake Tahoe Police Detective Division is the pursuit of truth for the benefit of the victim and rights of the accused. Currently the Detective Division consists of six detectives. Five detectives are assigned focused crime categories based on a specific area of expertise. One detective is assigned to the Safe Streets Task Force within the FBI office. While the Detective Division houses subject matter experts, our investigations often rely on collaboration with other law enforcement entities such as the California Department of Justice, the United States Department of Justice, the Bureau of Alcohol, Tobacco, and Firearms, the El Dorado County Sheriff's Office, and the Douglas County Sheriff's Office.

Areas of crime categories investigated by our detectives may include:

- homicide
- sexual assault
- hate crimes
- child abuse (physical, sexual, endangerment, and porn)
- robberies
- assaults with deadly weapons
- missing persons
- burglary
- fraud
- theft
- elder abuse (financial and physical)
- domestic violence
- cold case homicide
- cannabis control, compliance, and regulation

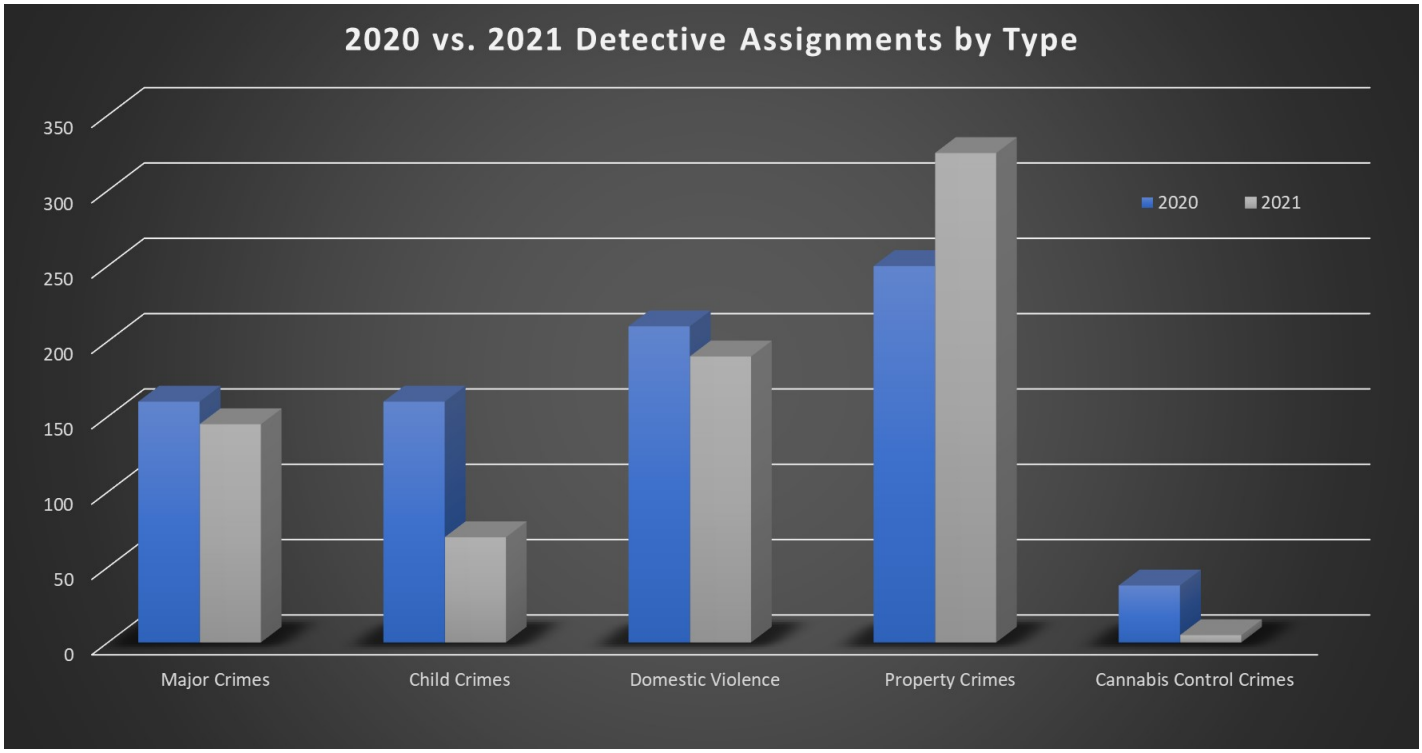
Each detective possesses technical training, skills, and personality traits that supports the division's investigative abilities. As mentioned last year, the detective division continues to cover narcotics investigation and enforcement in the vacuum left by the South Lake El Dorado Narcotics Enforcement Team having been disbanded.

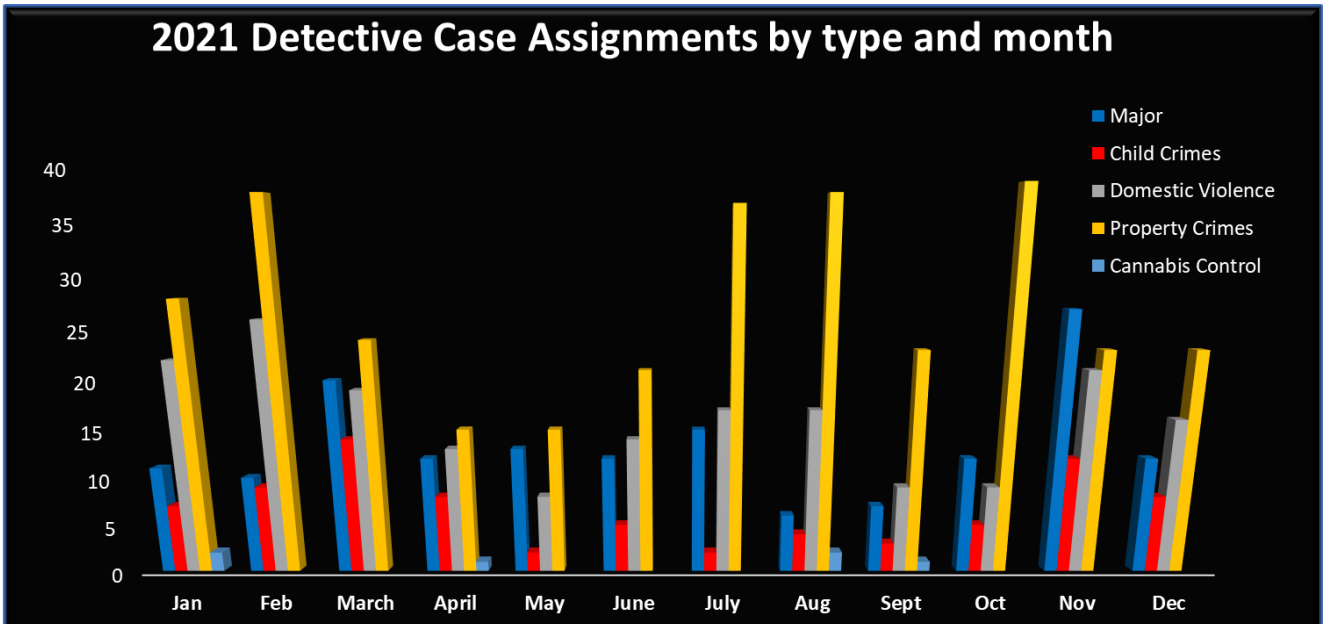
Daily review and triage are required to identify the immediate investigative priorities from the number of patrol cases sent through to this division. Case assignments are directed to the detective with subject matter expertise most applicable to the crime or incident at issue. However, interdisciplinary collaboration and case assignments are fluid.

Criminal investigation is the obvious priority within the division; however, the Detective Supervisor additionally manages the Community Service Officer Division, the Evidence room, ID Technicians, the parking garage, and administrative support staff for VHR, & parking enforcement.

# Detective Unit

## Support Division




| | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Major | 11 | 10 | 20 | 12 | 13 | 12 | 15 | 6 | 7 | 12 | 27 | 12 |
| Child Crimes | 7 | 9 | 14 | 8 | 2 | 5 | 2 | 4 | 3 | 5 | 12 | 8 |
| Domestic Violence | 22 | 26 | 19 | 13 | 8 | 14 | 17 | 17 | 9 | 9 | 21 | 16 |
| Property Crimes | 28 | 38 | 24 | 15 | 15 | 21 | 37 | 38 | 23 | 39 | 23 | 23 |
| Cannabis Control | 2 | | | 1 | | | | 2 | 1 | | | |

# Detective Unit

## Support Division

**January Notable Events**
- Sex assault by Uber driver
- BHO lab explosion

**February Notable Events**
- SWAT arrest of DV suspect
- SWAT arrest of warrant fugitive

**March Notable Events**
- Officer Involved Shooting
- Conviction in homicide case

**April Notable Events**
- Wells Fargo robbery arrest/indictment
- Guilty plea on homicide from 2018
- Homicide on Sierra Blvd.
- Arson Arrest

**May Notable Events**
- SWAT arrest of Fugitive
- Catalytic converter theft series
- EDD/ BofA fraud series

**June Notable Events**
- Multiple reports of drugged drinks

**July Notable Events**
- 30 ATM skimming cases/ skimmer at BofA
- SWAT arrest of ADW suspect

**August Notable Events**
- Arrest in homicide from 2019
- Joint Agency operation: 11 arrests, 4 search warrants executed
- Caldor Fire response: response, evacuation, security, EOC

**September Notable Events**
- Caldor Fire Evacuation
- Multiple arrests for looting

**October Notable Events**
- Out of area arrest on continuous child molestation case
- Execute warrant on child porn

**November Notable Events**
- Assist US Marshall with child molester arrest in SLT
- Assist with jail escapee
- SWAT arrest of DV suspect
- Assist EDSO with jail suicide
- Additional conviction on 2016 Homicide

**December Notable Events**
- TikTok school shooting challenge FBI/RTAC collaboration

**Other Notable Divisional Events:**
- LT retired
- LT promoted
- Detective Sergeant took new role

# Evidence Unit

## Support Division

The Evidence Unit  is a team of two trained in evidence collection, crime scene photography, and forensics. Members are called out to crime scenes to collect, categorize, and process evidence using best practices that adhere to industry standards. Evidence technicians regularly collect and process evidence found on crime-scenes; such as footwear impressions, latent fingerprints, and DNA. Some of this collected evidence is sent to USDOJ and or CADOJ for additional processing beyond the scope of our evidence unit.

In 2021, evidence technicians addressed over 2700 reports, which included 34,500 evidence and/or property items to be classified and stored, processed, or destroyed. The Evidence division addresses this workload with two ID Techs.

One of our ID Techs won 2nd place at an international forensic conference with a digitally enhanced photograph of a latent fingerprint.

# Community Services

## Support Division

The Community Service Unit of the City of South Lake Tahoe's Police Department has both Community Service and Code Enforcement duties. Community Service Officer's duties regularly include managing the scene of both traffic accidents and weather related road and lane closures; fingerprinting; alarm permitting for homes and businesses; parking garage management and permitting; parking enforcement; graffiti abatement; taxi permitting; mobile vending permitting; flag downs; special event assignments for traffic and transportation; found property retrieval; Radar Trailer placement; snow removal operations, assisting Patrol, and other duties as assigned.

The Code Enforcement duties include responding to VHR Complaints; Unpermitted VHR and other short term rental research and citations; Trash violation notices and citations; Citation appeals; liaison with South Tahoe Refuse and Clean Tahoe; Public Nuisance Complaints (weeds, trash and debris, unsafe conditions, dumping); Abandoned Vehicles notices and removals; 72 hour vehicle (auto, boat, RV, trailer) Parking complaints; Vacant Land Use infractions; assist Building and Housing Officials' enforcement; Abandoned Buildings; Retail Outdoor Displays; Business License enforcement; Sign enforcement; any other duties as assigned. Our Community Service Officers handle all the above.

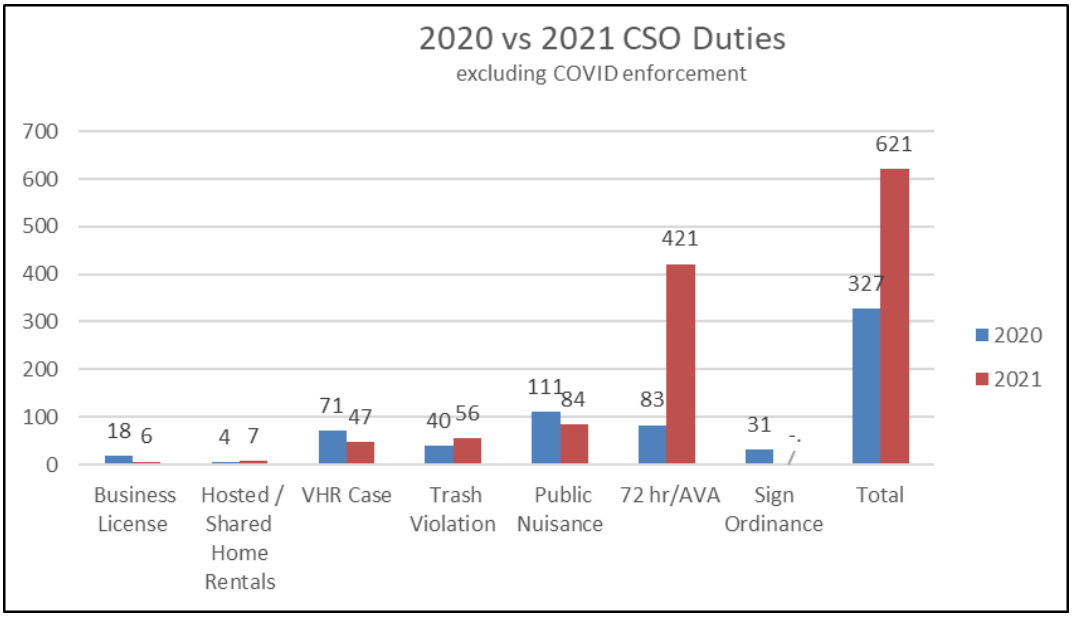
There are six Community Service Officer positions authorized; however, only three are currently staffed. This unit also has two administrative positions assigned, a Code Enforcement Administrative Assistant and a Code Enforcement Investigator. While recruitment is ongoing for the open positions, one of these three CSOs will be attending the police academy as a police recruit. CSO Recruitment continues to be a challenge.

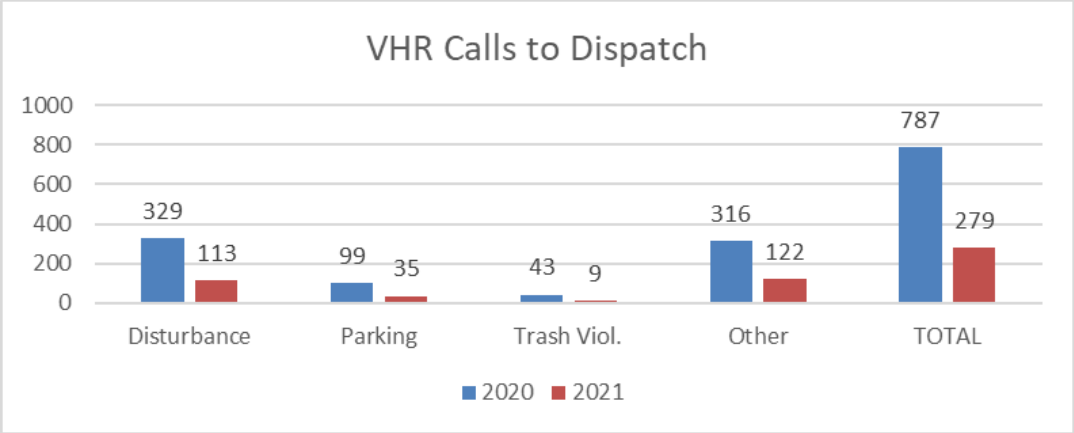
**Community Service Officer Staff not including Admin & Investigator**

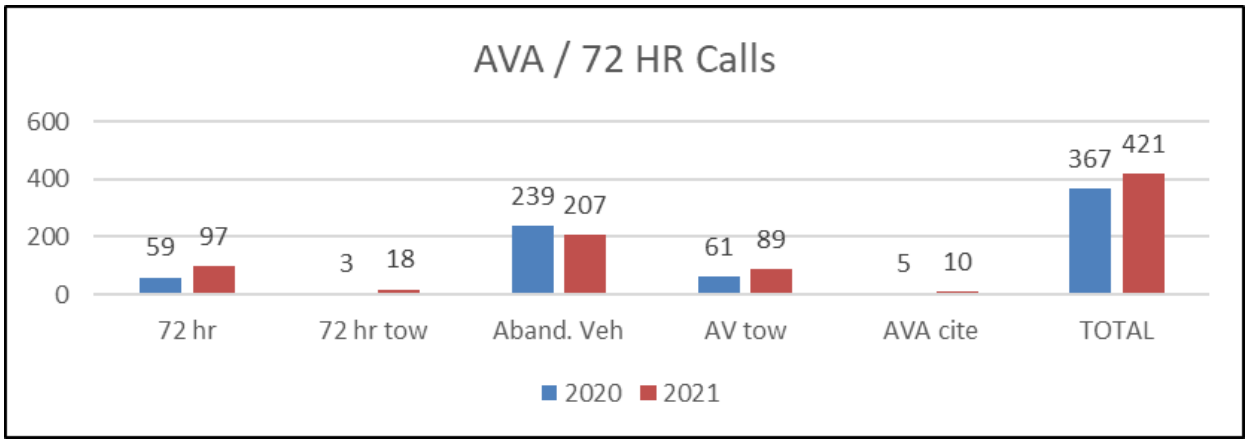
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Avg |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2019 | 10 | 10 | 10 | 9 | 9 | 10 | 7 | 6 | 6 | 6 | 6 | 6 | 8.4 |
| 2020 | 6 | 6 | 7 | 7 | 7 | 6 | 6 | 4 | 4 | 2 | 2 | 2 | 4.9 |
| 2021 | 2 | 3 | 3 | 3 | 4 | 5 | 4 | 5 | 4 | 3 | 3 | 3 | 3.5 |

# Community Services

## Support Division



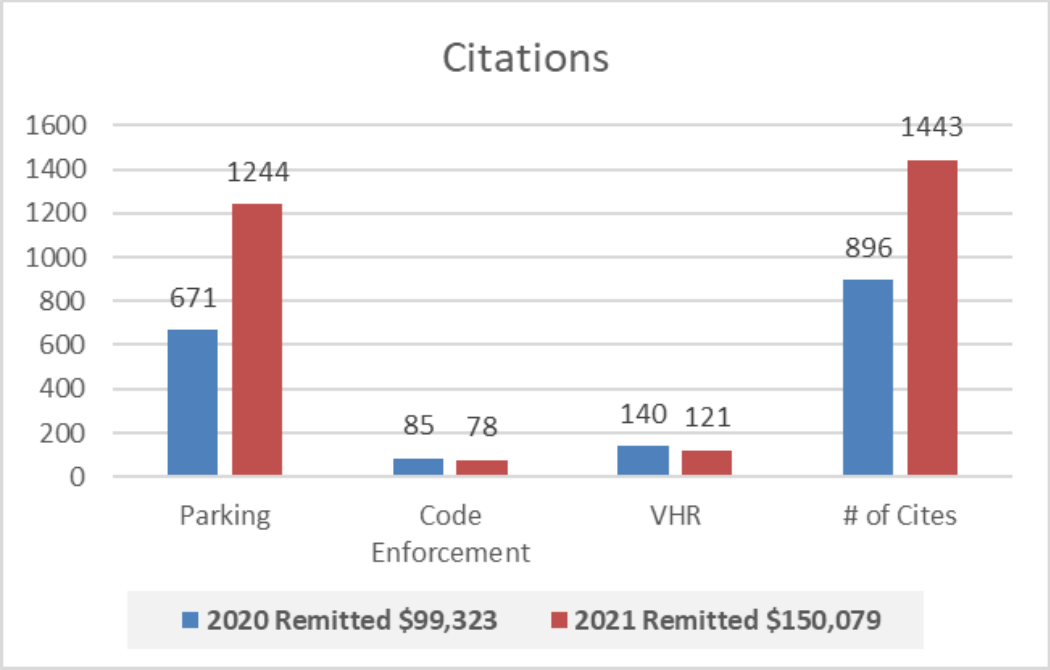



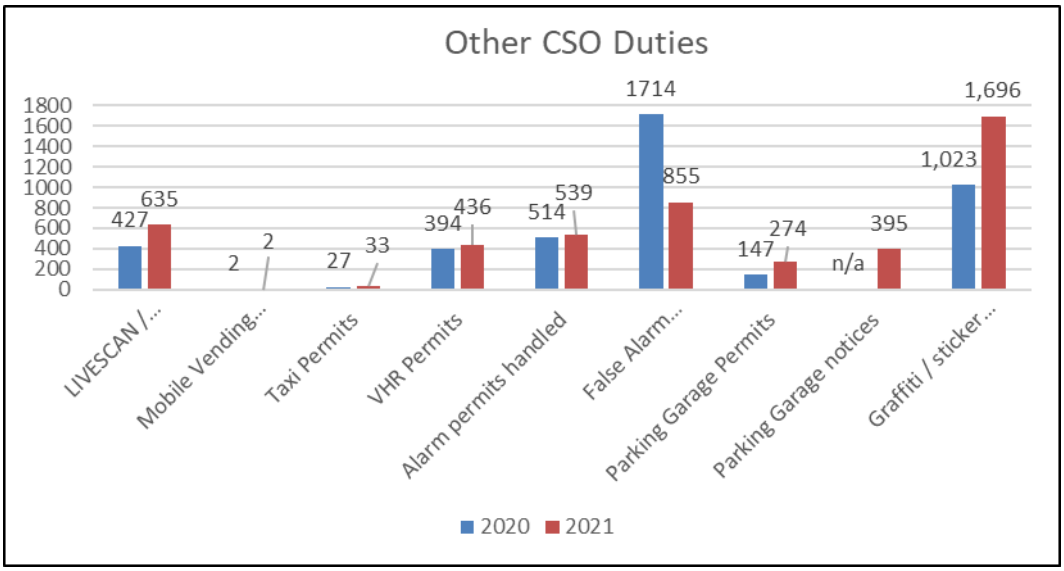
# Community Services

## Support Division

### Enforcement




### ADDITIONAL COMMUNITY SERVICE OFFICER ACTIONS:



# Community Services

## Support Division

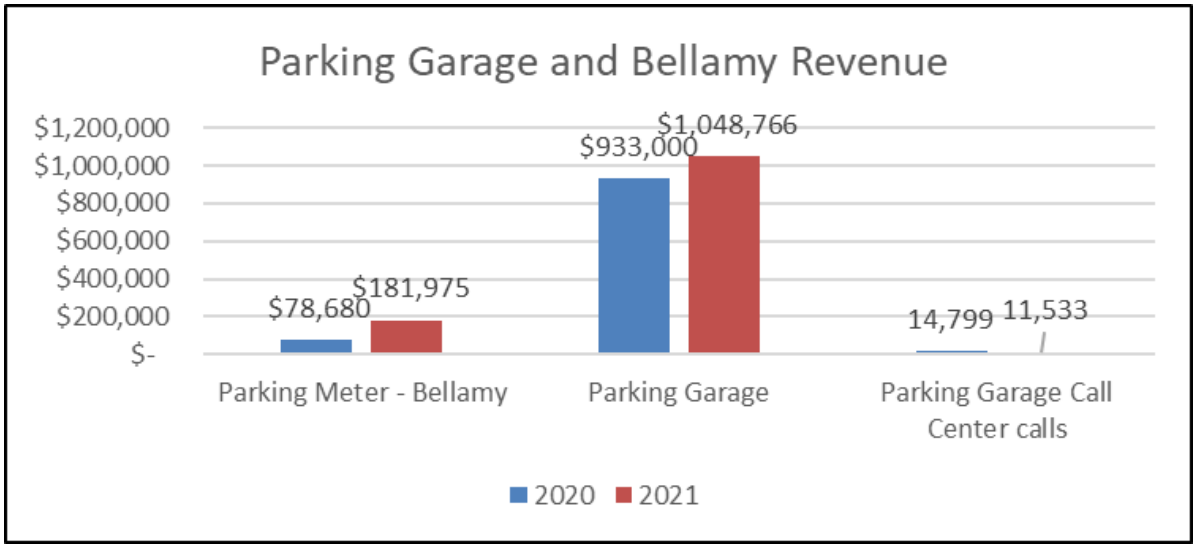
**PARKING MANAGEMENT:**

As noted in last years report the parking structure was evaluated by the police department. Two primary concerns surfaced; one, that drivers paid at exit causing a delay in departure from the structure and two, that the poor traffic pattern exacerbated the delay. These issues repeatedly occur during peak times. During 2021 a significant step had been taken to eliminate the frustrating departure delay from the parking structure. The payment kiosks formerly at the exit, had been moved to the elevator areas on first, second, and third floors. This allowed drivers to pay before getting to their cars and drive out of the garage unabated. This is exemplified in the graph below showing a 22% decrease in calls to the garage call center. Because the traffic pattern change includes changes that implicate handicap accessibility, that phase has been delayed.

The police department is also evaluating delay complaints that remain; particularly during peak use periods combined with heavy snowfall The parking structure sits at the intersection of Bellamy and Heavenly Village Way, both two lane roads with multiple pedestrian crosswalks and additional simultaneous traffic loads from Crescent V parking and Marriot valet. Moving 400+ cars out of the parking garage quickly, given these constraints, still proves challenging. Intermediate measures to minimize delays are being implemented until a longer term solution can be applied. One of these measures includes controlling and redirecting outbound garage traffic. Changes to the parking structure, payment methods, and traffic pattern continue to be evaluated. Parking and traffic challenges will continue as the Tahoe South Events Center nears completion.

The parking structure, and the Marriot security compliment, continue to address issues related to juvenile activity on the top floor and stairwells, such as underage drinking and antagonizing other patrons. Additionally, the stairwells continue to attract the homeless. Since this issue arose last year, a fence has been installed preventing the juveniles from accessing the roof to the Marriot complex. Additional funding has been dedicated to keeping the parking garage clean; increasing trash pick up, sweeping debris, and pressure washing the stairwells. Cameras have been installed to monitor the situation in the garage.

The addition of an application based payment system on east-Bellamy provides a less frustrating user experience. To compliment that application, compatible meters for west-Bellamy will be added, providing system continuity for the entire Bellamy area.



# Records

## Support Division

For the Records Division at SLTPD, 2021 began with newly promoted supervisor Ashley Acker continuing to work alone for the first few months of the year. In March, we were lucky to hire 2 new Records Technicians: Erica Chamberlin and Rafael Yanez.

Erica and Rafael are both long-time locals, and have worked as an excellent team this year. They had to learn a lot of information in a short amount of time, and have had no issues steadily increasing their work load and learning new things. We are very lucky to have them!

The Records Division works very closely with the District Attorney's Office, as well as many other LE Agencies throughout the state. As police reports are completed, the records division sends those reports to the DA's Office (or other appropriate agency) for their review of criminal charges or other administrative action. The Records Division also answers incoming non-emergency calls during business hours, handles all Public Records Act Requests related to criminal records, registers sex offenders, and receives and processes all "counter reports," or reports made in the PD lobby.

Every month, Ashley submits our Monthly Arrests and Citations, hate crimes, assaults, and sexual assaults to the DOJ as part of our Uniform Crime Reporting statistics. Ashley has also begun training the SLTPD patrol officers on the new Racial Identity Profiling Act Stop Data that begins in 2022. This program requires police officers to complete a form for every person that they detain and/or search.

In the spring of 2022, we will be switching to a new system vendor for the first time in over 25 years!

Records Division Team

*Thank you for supporting us!*

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 12

**Agenda Item:** Appropriation of State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA) for Park Projects

**Executive Summary:** On August 17, 2021 City Council discussed the results of a community survey representing a variety of projects and programs to assist the city in providing economic assistance from the negative impacts of the Covid-19 pandemic. The list of projects included among others; the addition of solar trash compactors throughout City parks and improvements to the City Bike Park specifically the application of asphalt to the berms on the BMX track. The action contemplated herein is the appropriation of SLFRF funds for two projects: the addition of solar trash compactors throughout city Parks and maintenance improvements to the existing BMX track within the City Bike Park to prevent erosion, reduce maintenance and improve rider safety.

**Requested Action / Suggested Motions:** Pass a Resolution appropriating SLFRF funds in the amount of $50,000 for the acquisition of solar trash compactors to be placed throughout City parks and $35,000 for proposed maintenance improvements to the City's Bike Park.
Responsible Staff Member: Lauren Thomaselli, Parks and Recreation Director

**Responsible Staff Member:** Lauren Thomaselli, Parks and Recreation Director
530-542-6197

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

**Attachments**:

01-Staff Report - ARPA Park Projects
02-Resolution - ARPA Parks Projects.docx
03_eCube Labs-Brochure_2021_BATC.pdf
04_BBPA-City-Maintenance-Agreement.pdf
05_BMX_Parks and Rec Commission Pressi.pptx

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

**Meeting Date:** March 15, 2022

**Title:** Appropriation of State and Local Fiscal Recovery funding from the American Rescue Plan Act (ARPA) for Park Projects in the total amount of $85,000

**Location:** Bijou Community Park and Various Parks and Beaches Citywide

**Responsible Staff Member:** Lauren Thomaselli, Director of Parks and Recreation (530)542-6197

**Background:** On March 11, 2021 the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 in the efforts to contain impacts on communities, residents, and businesses.

On August 17, 2021 City Council discussed the results of a community survey representing a variety of projects and programs to assist the city in providing economic assistance from the negative impacts of the Covid-19 pandemic. The list of projects included among others; purchase of additional solar trash compacting receptacles ($50,000) and improvements to the BMX Track in Bijou Bike Park ($35,000).

**Issue and Discussion:** The action contemplated herein is a formal budget appropriation of SLFRF funds for the purchase of additional solar trash compactor receptacles and installation of maintenance improvements to the BMX track.

<u>Solar Trash Compactor Receptacles $50,000</u>
The solar trash compactor program was initiated in summer 2021 as a pilot program to directly offset the waste generated by more people seeking safe outdoor spaces during the pandemic. The City purchased three 65 gallon solar/hybrid compactors and placed one at Connelly Beach and two at Lakeview Commons. The compactors offer the following benefits to waste collection:

- Up to 5 times more refuse in a single receptacle than the current bear box units
- Hands free foot pedal and hopper door to reduce user contact
- Solar powered compactor with LED fill level sensor
- Clean City monitoring platform allows staff to service units when full thereby optimizing collection times
- Custom side panels with custom city specific signage

The additional units will significantly improve efficiency and volume of waste collection throughout the City especially in high volume locations. The additional funding will be sufficient to purchase nine additional units and a tablet for the City garbage truck. Anticipated placement of the units include: (2) Lakeview Commons, (2) Regan Beach, (3) Bijou Park, (1) City Hall, (1) Community

Play Field. Staff has received bids from three solar trash compactor suppliers. Bay Area Trash Compactor (BATC) was selected as the most responsive bidder. A product brochure is attached herein (Attachment 03).

Bijou Bike Park Improvements to the BMX Track $35,000

In 2015 the City entered into a Professional Services Agreement with Pump Trax USA to construct the Bijou Bike Park. The bike park consists of two pump tracks, a progression park jump-line and a BMX track. The progression park is designed with a variety of compacted dirt features combined with fabricated obstacles. The BMX track is mostly compacted dirt with asphalt on the start ramp. The pump tracks are all compacted dirt.

Following the construction of the park the City entered into a Maintenance Agreement with the Bijou Bike Park Association for the ongoing maintenance of the park (Attachment 04). The volunteer group has mobilized a team to perform major seasonal maintenance each spring to prepare the facility for the summer riding season and coordinate on-going weekly maintenance throughout each summer. The volunteer maintenance needed to pack, sweep, and water the dirt portions of the park to maintain a safe and fun experience for all levels of riders continues to increase as ridership also increases. In addition, the park is an attractive winter play destination resulting in further erosion and deterioration of the riding surface. Finally, impacts to the bike park have increased over the last few years as a direct result of the pandemic due to the ability to provide a safe, accessible, no cost, healthy alternative for youth activities.

In 2018, members of the BMX racing group approached the Parks and Recreation Commission with a presentation proposing additional improvements to the track including paving each of the three berms (Attachment 05) Paving these sections would significantly reduce erosion of the dirt on the steepest sections and create a safer riding surface. Also, the paved surfaces will reduce water use and significantly reduce the maintenance hours needed to keep the course in top riding condition. The best BMX courses in the country have a combination of paved and dirt surfaces. With these improvements the South Lake Tahoe BMX course has the potential to host state and national level competitions as well as continuing to provide safe outdoor recreation for all ages and ability levels.

Staff intends to partner with the Bijou Bike Park Association and BMX volunteers to leverage the existing public/private partnership as described in the Bike Park Maintenance Agreement (Attachment 04). The representatives of the BBPA will be instrumental with volunteer coordination, planning, and implementation to achieve the best value and quality of improvements. It is important to note that TRPA review may be required to verify hard coverage conditions exist for paving the existing berms without changing the layout of the course.

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

Prohibited uses clearly outlined in Treasury guidance include:

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

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

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

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

The attached Resolution (Attachment 02) details the budget appropriation as outlined below:

- $50,000 SLFRF funds to support the purchase of nine solar trash compactors
- $35,000 SLFRF funds to support the application of asphalt on the berms of the BMX track portions of the Bijou Bike Park

The solar trash compactor funds shall be appropriated to Parks Maintenance Account # 100-04170-42030. Bike Park improvement funds shall be appropriated to Capital Improvement account # 301-60066 Bijou Bike Park.

**Environmental Considerations:** The appropriation of funds for the above-mentioned projects are Categorically Excluded from the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines. Section 15301 exempts the operation, maintenance, repair, or minor alteration of existing public facilities.

**Policy Implications:** There are not anticipated policy implication with the funding, development, and implementation of the projects listed above.

# Resolution 2022-XXX

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

## March 15, 2022

## Authorizing $85,000 of American Rescue Plan Act (ARPA) funds for use toward purchase of solar trash receptacles and capital improvements to the Bike Park

## BACKGROUND

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

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

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

D. On August 17, 2021 the City Council considered a list of potential projects for ARPA funding and the purchase of additional solar trash compacting receptacles and Improvements to the City's BMX track in the Bijou Bike Park were chosen by City Council as viable uses of ARPA funding and directed staff to move forward in developing and implementing the projects.

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

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

**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 the acquisition of nine solar trash compactor receptacles and installation of asphalt to the BMX track berms are suitable uses of ARPA funds under the statutory category C, for the provision of government services to the extent of the reduction in revenue.
2. Appropriates ARPA (SLFRF) funds as follows:

| Fund/Account | Description | Revenue (Increase) Decrease | Expense Increase (Decrease) |
|---|---|---|---|
| 264-01952-33132 | Appropriate Funds into ARPA Revenue Account | ($85,000) | |
| 264-01952-50001 | Transfer out to General Fund | | $50,000 |
| 264-01952-50036 | Transfer out to CIP | | $35,000 |
| 100-04170-36375 | Transfer in from ARPA (264) | ($50,000) | |
| 100-04170-42030 | Purchase nine solar compactors | | $50,000 |
| 301-60066-36375 | Transfer in from ARPA (264) | ($35,000) | |
| 301-60066-48030 | Bike Park Improvements | | $35,000 |

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

ECUBE LABS

# YOU'VE GOT WASTE.

# WE'VE GOT SOLUTIONS.

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# Ecube Labs

## Company Introduction

### Our VISION

Ecube Labs provide IoT based products which help to raise the efficiency of the waste industry.
Our solutions empowers cities to become Clean and Green.

**Economics**
Significant savings from optimizing waste operations

**Monitoring**
Arbitrary decisions replaced by data driven ones

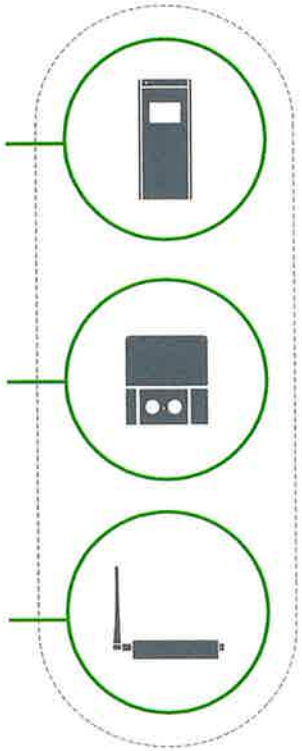
**Eco-Friendly**
Low carbon footprint and less fuel emissions

# Ecube Labs

**CleanCUBE**
Solar-Powered Waste Compactor

**CleanFLEX**
Fill-level Sensor

**CleanTRACK**
Vehicle Tracking Device



**CleanCityNetworks**

**Total Monitoring Platform**

Fill-level & Product Status Monitoring

Optimized Collection Route

**CleanCityNetworks-X**

**Vehicle Monitoring Platform**

Optimized Collection Route Navigation

Collecting Operation Reports

**SMART CITY**

ECUBE LABS

# Our Products

Ecube Labs provide smart products throughout various industries.

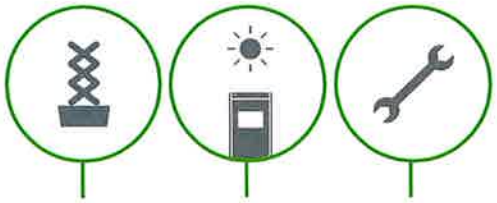
# CleanCUBE

## Solar-Powered Waste Compactor

### Main Feature

Compaction system with 300kgf allows to collect 5 times more of waste compared to ordinary waste bins. CleanCUBE's slim design is fit to be installed in/exterior and it is very easy to use.

CleanCUBE is more durable than before and FOTA, ToF Fill-level readings, interchangeable parts have been added as additional feature.



Compaction Solar-Power Easy Maintenance

### Technical Specification

**Compactor**

- Force : MAX 300kgf
- Compression Cycle : Appr. 60Sec
- Motor : 1/12-HP DC Motor(60W)
- Drive System : Geared motor with X-frame drive (patented)
- Fill-Level Measurement : ToF Distance Sensor

**Safety Features**

- Hand detection safety sensor
- Smoke detection sensor and fire suppression
- Access locks for front door and top cover
- Polycarbonate protective cover for solar panel

**Communication and GNSS Features**

- Communication: LTE(4G)
- Location: GPS module
- Firmware Over-the-Air : FOTA applied

# CleanCUBE

## Product Options

### Size

28 gal

19.68 x 21.65 x 47.24 "
(253.53 lbs)

35 gal

23.03 x 24.17 x 58.27 "
(363.76 lbs)

65 gal

27.36 x 31.50 x 64.76 mm
(440.92 lbs)

### Option

Wi-Fi Hotspot

Allows to have Wifi Hotspot around CCB
*Communication Fee is separated

Wrapping

Possible for all 4 sides
(Front / Back door included)

AD Panel

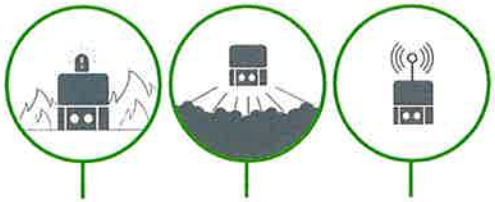
A2 Size (28 / 35 gal)
A1 Size(65 gal)

# CleanFLEX

## Fill-Level Sensor

### Main Feature

Attachable to various containers such as large dumpsters, public trash cans and clothes donations bins, the CleanFLEX's rotating sensor allows for versatile installations. The Sensor comes in two types, utilizing either ToF or USW.



Fire Detection | Accurate Detection | GPS

80mm

85mm

3.15 x 3.35 x 2.08 "

### Technical Specification

**Fill Level Sensor**

- Measurement Tech : ToF (Time of Flight)
- Range : 2~400 cm
- Accuracy : Solid materials ±4 cm, Liquids ±1 cm
- Resolution : 1 cm (0.4")

**Durability**

- Ingress protection rating: IP67
- Impact rating: IK10
- Operating temperature: -30 to 80 °C
- Battery type: 3.6V high performance lithium battery (D-type)
- Battery life: approximately 3 years2

**Communications**

- GPRS over GSM: 850/900/1800/1990 MHz
- WCDMA over UMTS: 800/850/900/1700/1900/2100 MHz
- LPWAN: LoRa/ NB-IoT/ LTE Cat.M1 available
- Subscriber Identity Module: USIM 2FF, 3FF

# CleanTRACK

## Vehicle Tracking Device

### Main Feature

CleanTRACK utilizes GPS and OBD modules to report crucial data from vehicles to the Cloud Platform. Through CleanTRACK, users can monitor a vehicle's GPS position, RPM, engine oil levels, temperature, tire air pressure, engine torque, battery voltage, fuel efficiency, coolant temperature, and rapid accelerations. It equips the user to identify anomalies and prevent accidents.

Driver Behaviour | Vehicle Maintenance | Accident prevention

### Technical Specification

**Features**

- OBD : 11 out of 12 features
- GPS position, RPM, engine oil levels, temperature, tire air pressure, engine torque, battery voltage, fuel efficiency, coolant temperature, and rapid accelerations

**Others**

- Major Interface : Reset, Power
- Controller : Remote Update (DFOTA)
- Security Data : AES128/256, BASE 64
- Power Voltage : 9 ~ 28V
- Operating Temperature : -20 to 85°C

**Communication & GNSS Features**

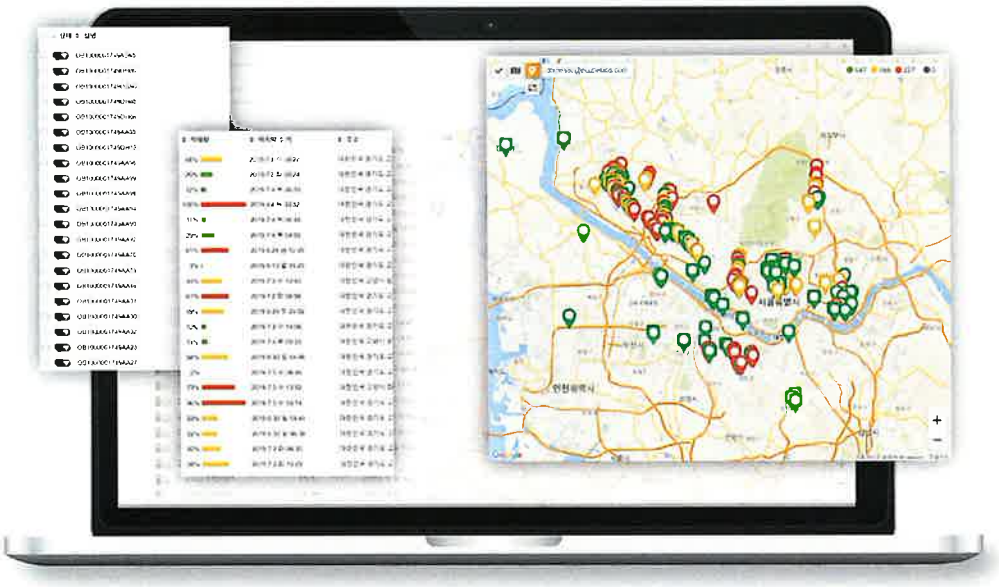
- Network : WCDMA, LTE(3GPP Rel. 11 Category 4/6)
- USIM : 3FF (eSim supported)
- GNSS : GPS, GLONASS, GALILEO, BEIDOU, QZSS/More than 2.5m CEP 50%

# CleanCityNetworks

## Total Monitoring Platform

### Main Feature

CCN allows to monitor IoT based products (CCB, CFX, CCL) and provides data which allows to have collecting operation plans, data analytics and predictions.



### Monitoring Fill-Levels and Collections

CleanCityNetworks provides users the ability to monitor data from Ecube products and optimize collection routes. It also displays various device details (battery status, connection status, GPS location, door open, etc.).

### Globally Accessible Online Platform

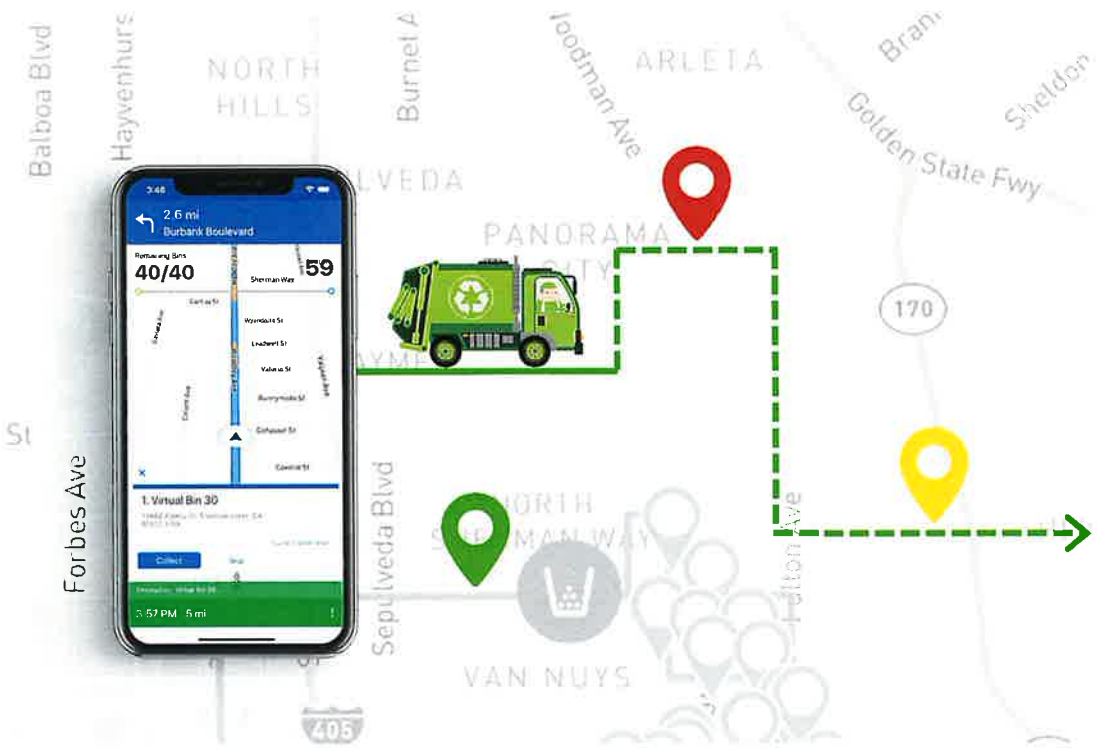
CleanCityNetworks is accessible around the clock anywhere in the world on a desktop (web browser) or smartphone (mobile app). Easy to use and maintenance-free as no installation is required.

# CleanCityNetworksX

## Vehicle Monitoring Platform

### Main Feature

Total Fleet Management Solution which allows to monitor Vehicle Data and Drivers' Behavior while in operation. It helps to manage the efficiency of Collecting vehicle operations

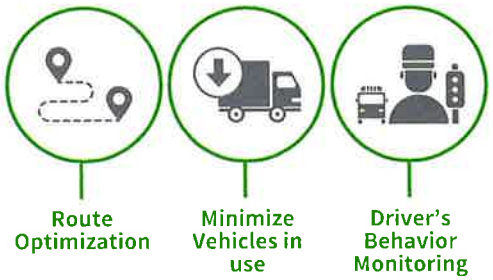



### Collection Route Optimization

Machine learning technology in CCNx analyzes waste generation and fill level data to provideoptimized collection routes. In addition, it enables users to observe the driving habits of their truckdrivers. Based on such data, users can manage their fleet, collection equipment and labor forcewith greater efficiency, minimizing costly maintenance and repair expenses.

### Mobile APP for Haulers

Once optimized collection routes are calculated, each vehicle driver can follow the navigationprovided and assigned by the CCNx mobile app. In addition, haulers can report issues or malfunctions that are observed along the route by uploading notes or photos. Once a collection is complete, CCNx will direct the driver to the next collection point.



# How to make an order?

## CleanCUBE & CleanFLEX

| | |
|---|---|
| 1 Initial Contact | Phone or Online inquiry (Email) → Sales Specialist appoints → Consult based on context, Scope, Purpose and Needs |
| 2 Price Quotation | Details of Quantity, Installation and additional factors should be discussed and the quotation will be sent within 1~2 days |
| 3 Order & Manufacture | Confirmation of Invoice by Clients - Manufacture begins / Lead Time for manufacturing varies according to products and quantity CleanCUBE : 6~8 Weeks / CleanFELX : 2~4 Weeks |
| 4 Delivery | Delivery to destination [Truck] - Korea: 1day [Sea Freight] - US: 30 ~ 40 days - EU: 40 ~ 50 days - AUS: 20 ~ 30 days - ASIA: 15 ~ 20 days [Air Freight]- World : 1 weeks |
| 5 Installation | Depending on the region, staff from Ecube Labs or a partner company will help the installation /Installation period varies according to the quantity |

ECUBE LABS

# Case Studies

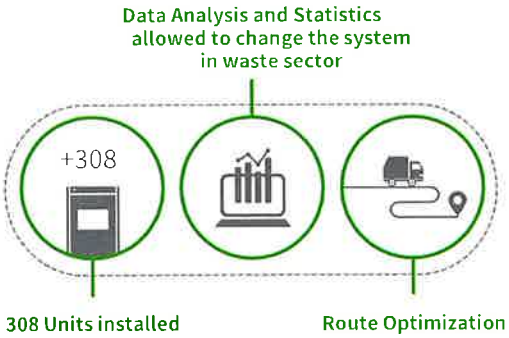
Ecube Labs around the world

Case Studies

# Baltimore, USA

**Baltimore is giving residents new reasons to take pride in their city.**

Baltimore, the largest city in Maryland with a metropolitan area population of 2.8 million, is taking bold steps to become a smart city of the future. Since September 2018 the city has deployed solar-powered CleanCUBEs to clean up its streets and go green. It has immediately seen a drastic drop in waste collections resulting in less fuel emissions and traffic congestion. And by using cloud software, city officials can optimize collection schedules and quickly identify unsightly overflow. Hoppers have also been equipped with wireless locks to prevent terrorism ahead of big events. Residents are enjoying safer and cleaner streets and finding renewed pride in the city's image.




## Solutions

- 308 CleanCUBEs installed over 3 months
- A possible deployment of 4000 CleanCUBEs under consideration
- no more ambiguity, waste volume can now be analyzed online to identify areas with high waste generation so collection routes can be optimized

## Results

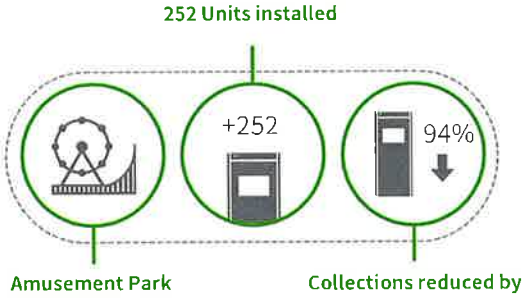
- collections dramatically reduced by 98.5% for compacting CleanCUBEs (general waste only) from twice a day per bin to an average of once a month
- waste volume down 97.7% from previous conservative estimates
- haulers can visually check bins with low levels and skip them saving time, fuel emissions, traffic congestion, and money
- recycling volume is averaging 704 gallons per bin each month enabling the city to measure recycling diversion rates
- waste overflow incidents minimized to an average of once a day
- online ability to lock hopper openings to ensure safety before large scale events

Case Studies

# EVERLAND, KR

**Everland successfully eliminated overflowing bins and established a smarter waste management plan to cement its position as the premier theme park in South Korea**

As the 17th most visited amusement park in the world with 6.3 million visitors a year (over 17,200 per day), preventing waste overflow is critical for the park's image. Therefore it was typical for the park to schedule numerous collections throughout the day even during peak operating hours. Once CleanCUBEs were installed, its waste compaction feature allowed the park to postpone collections to the evening. CleanCityNetworks also empowered park staff to identify and remedy daytime overflow right away, keeping waste out of sight for guests.




## Solutions

- conventional waste bins replaced with 252 solar-powered CleanCUBEs
- with the park's zero tolerance for waste overflow, fill level thresholds were set to lower levels than default as a preemptive measure
- park staff trained extensively on new bins, operational methods, and environmental goals

## Results

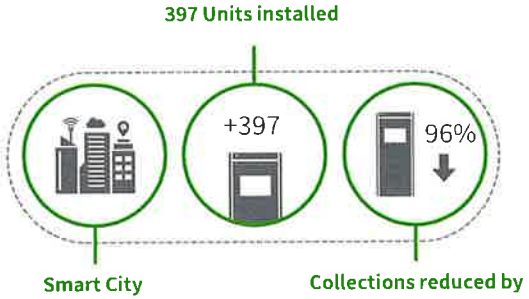
- using CleanCityNetworks to identify waste overflow, incidents minimized to an average of once a month for the entire park with 6 months recording no overflow incidents at all
- massive savings in collections and operational costs
- high-season: collections reduced 87% from once every 9.4 hours to once every 72 hours
- mid-season: collections reduced 94% to once every 7.6 days
- one-third reduction in waste management expenses
- collections scheduled in the evening, out of sight from most guests

Case Studies

# Melbourne, AUS

**By implementing innovative smart city solutions, Melbourne plans to continue dominating the rankings as the world's most liveable city.**

A cosmopolitan city with a population of 4.8 million and 30 million visitors a year, Melbourne's top priorities include aesthetics and cleanliness. Without any data on waste generation, trash collections involved emptying bins multiple times a day to minimize overflow, an eye sore to residents and tourists. Since deployment of CleanCUBEs in early 2018, the city has been able to dramatically lower its collection frequency, quickly remedy overflow, and maximize efficiency by identifying times, seasons, and areas with high levels of waste. CleanCUBEs have helped the city uphold the highest standard of living for its residents.




## Solutions

- conventional waste bins replaced with 397 solar-powered CleanCUBEs in the city's business district
- CleanCityNetworks employed along with CleanCUBEs to provide key data and custom notifications so the city can optimize collections and remedy trouble incidents

## Results

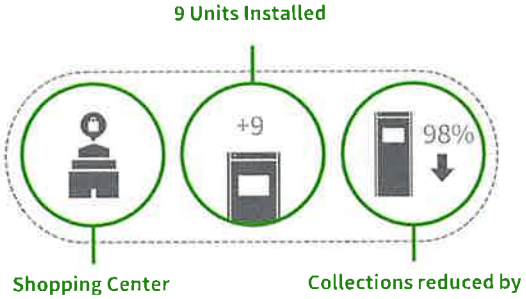
- monthly collection frequency has fallen 96.3% from an estimated average of one collection every 6 hours to an actual average of once every 7 days
- cloud data reveal monthly waste volume has fallen by 95.4% compared to previous conservative estimates of volume generation from conventional bins
- overflow incidents minimized to an average of 11.5 per month (only 2.38% of all CleanCUBEs see any overflow in a given month)

Case Studies

# SAN FRANCISCO PREMIUM OUTLET, USA

**Simon Properties purchased CleanCUBEs for two of their outdoor malls in its commitment to provide a premium experience for both customers and tenants.**

In spring 2018, nine CleanCUBEs were deployed at the San Francisco Premium Outlets in Livermore, California. During peak months, the mall was faced with the challenge of upholding facility aesthetics (i.e., floors, décor, restrooms) with a limited custodial team. For the first time ever, CleanCityNetworks provided property managers with actual waste generation data helping them adjust collection frequency and freeing up their custodial team from unpleasant duties like emptying waste and helping them focus on keeping their facilities looking clean and pristine.



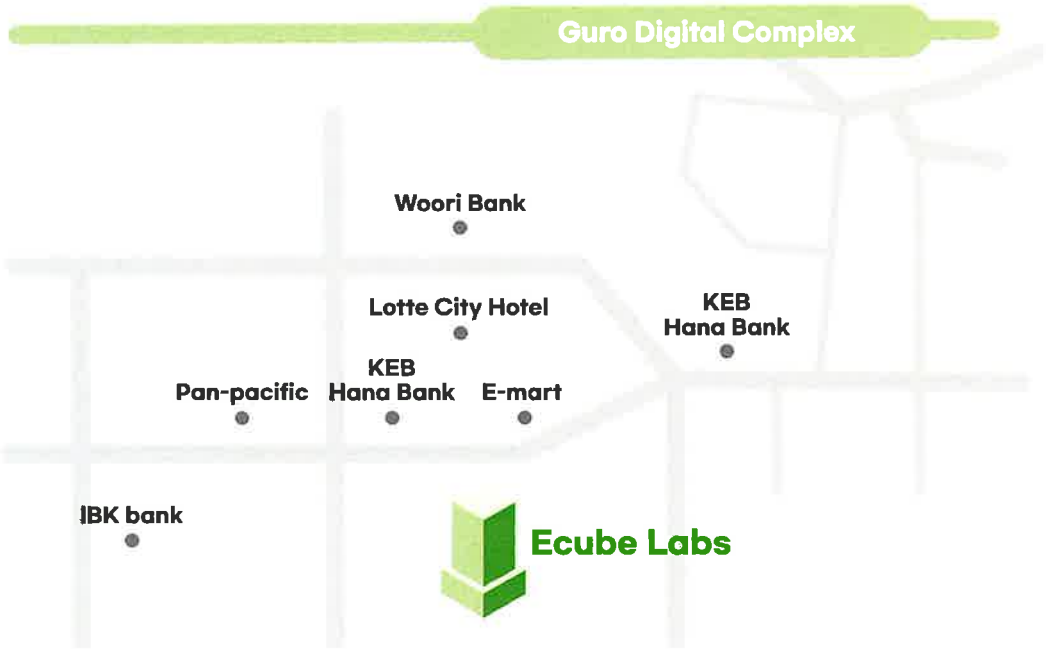

## Solutions

- conventional waste bins replaced with 9 solar-powered compacting CleanCUBEs
- CleanCUBEs help companies go green by being powered by the sun and by dramatically reducing the number of plastic bin liners used

## Results

- trash volume averaged 872 gallons a month during high traffic months and 347 gallons a month the rest of the year
- on peak months (June-August) collections dropped 98% from an estimated 10 collections a day per bin to an actual frequency of 0.2 collections a day
- on non-peak months collections dropped 98.3% from an estimated 5 collections a day per bin to an actual frequency of once every 13.2 days (or 0.08 collections per day)
- custodians freed up from frequent and arbitrarily scheduled waste collections so they can focus on upholding the premium feel of the property
- waste overflow minimized to one incident over the entirety of 8 months

# Where we are





KOREA OFFICE

| | |
|---|---|
| Phone | 02-2109-0293 |
| FAX | 02-2109-0294 |
| Email | contact@ecubelabs.com |
| Address | #710, 288, Digital-ro, Guro-gu<br>Seoul, Republic of Korea 08390 |

Bay Area Office

| | |
|---|---|
| Phone | (925) 465-5133 |
| Email | info@batc-compacts.com |
| Address | 2310 Tice Valley Blvd,<br>Walnut Creek, CA 94595 |

www.BATC-Compacts.com

HIDE
TRASH
HERE,
PLEASE
Take
Care

## MAINTENANCE AGREEMENT

This **Maintenance Agreement** ("Agreement") is made and entered into as of this Seventh day of December 2015 by and between the **City of South Lake Tahoe ("City"),** a municipal corporation and the **Bijou Bike Park Association ("BBPA"), a 501(c)(3)** corporation.

### RECITALS

**A.** Whereas, the CITY owns that certain real property known as the Bijou Community Park;

**B.** Whereas, the Property includes a 4 acre bicycle park, commonly known as the Bijou Bike Park ("Park") and more fully described in **Exhibit A**, attached hereto and incorporated herein by reference;

**C.** Whereas, the BBPA was instrumental in the authorization, planning, and construction of the Park;

D. Whereas, the CITY desires the BBPA to assist with maintenance of the Park and associated infrastructure ("Facilities") upon the completion of the park by City;

**E.** Whereas, the BBPA possesses the skills, tools, and knowledge to perform such maintenance of the Park and Facilities; and

**F.** BBPA agrees to perform such maintenance of the Park and Facilities pursuant to the terms and conditions of this Agreement as volunteer assistance to the CITY;

Now Therefore, the parties agree as follows:

**1. Facilities Defined.**

1.1 Included Facilities. The following list of facilities (hereinafter the "Facilities," as more fully depicted in **Exhibit A**, attached hereto and incorporated herein by reference) are subject to this agreement and included within the maintenance responsibilities of the BBPA set forth herein:

- Bijou Bike Park -- BMX Track, including all berms, start hills, start gates, decks, railings, storage units, closure gates, surface coatings, striping, and any other facilities ancillary to the function, operation and maintenance of the BMX track.
- Bijou Bike Park – Pump Tracks (2), including all tracks, berms, starting ramps, closure gates, signage, landscaping, hardscape, and any and all

facilities ancillary to the function, operation and maintenance of the Pump Tracks

- Bijou Bike Park – Slopestyle Tracks (3). Including all tracks, berms, starting ramps, pre-fabricated ramp features, landings, clear zones, closure gates, signage, landscaping, and any and all facilities ancillary to the function, operation and maintenance of the Slopestyle Tracks
- Bijou Bike Park – Perimeter Loop Trail, including all track, berms, signage and any and all facilities ancillary to the function, operation and maintenance of the Perimeter Loop Trail
- Bijou Bike Park – Fencing

1.2 Excluded Facilities. The following list of facilities are not subject to this agreement and remain the CITY's responsibility for operation and maintenance:

- Bijou Bike Park – Irrigation and Watering System; repair and replacment
- Bijou Bike Park – Entry Plaza/Gate
- Bijou Bike Park – Parking Lots and ADA Parking
- Bijou Bike Park – Park Entry Sign
- Bijou Bike Park – Trash/Recyclable Facilities
- Bijou Bike Park – Tree Maintenance/Removal
- Bijou Bike Park – Drainage Infrastructure
- Grounds surrounding the Bijou Bike Park
- Bijou Park Restrooms

2. **Inspection and Maintenance.** BBPA agrees to inspect and maintain the Park and Facilities via volunteer workforce pursuant to the terms and conditions of this Agreement and as more fully set forth in **Exhibit B** (Maintenance Plan) attached hereto and incorporated herein by reference, for the term of this agreement.

3. **Additional Mutual Responsibilities.** The CITY and the BBPA shall each perform the following responsibilities in addition to the responsibilities required of each as set forth in paragraphs 4 and 5 herein, and as set forth in **Exhibit B**, attached hereto.

3.1 Reporting. CITY and BBPA shall share responsibilities of reporting accidents, hazardous conditions, and/or safety issues at the Facilities and Park using the Accident Report form set forth in **Exhibit C**, attached hereto and incorporated herein by reference. Accident Reports shall be submitted to the City within 24 hours of an accident at the Facilities. Accidents occurring during events or sanctioned BMX competitions shall be reported as required by USA BMX protocol.

3.2 Scheduling CITY and BBPA shall coordinate scheduling activities of the Park and/or portions of the Park. CITY shall notify BBPA of any approved scheduled event(s) a minimum of one week prior to the event. BBPA shall notify CITY a minimum of 24 hours prior to any unscheduled maintenance activity.

4. **CITY Responsibilities.** The CITY shall be responsible for the following:

4.1 Access. CITY shall at all times provide BBPA with access to the Park/Facilities in order for BBPA to perform the maintenance requirements (set forth in **Exhibit B**) and any and all work related thereto. BBPA will be assigned gate keys to access the bike park and to lock/unlock track closure gates.

4.2 Utilities. CITY shall be responsible for payment of all Park utilities.

4.3 Winterization. CITY shall be responsible for determining date for winter closure of the park and opening of Park in the spring. City shall coordinate with BBPA with regard to winterization best practices and methods. City shall partner with BBPA for winterization of park.

4.4 Funding. CITY shall establish an operational expense budget account for purposes of funding operations and maintenance activities for the bike park. The fund may be subsidized by direct revenue from collected donations, and fees generated from use of the Facilities and the Park and events at the Park. CITY shall have sole discretion of the use of the funds.

City shall, as soon as feasible, install a donation kiosk at the plaza entry. The kiosk will be funded by CITY with revenue generated by kiosk being set aside into the operational expense account for the BBPA Park Maintenance Activities.

4.5 Coordination and Communication. The City shall provide a staff person who shall serve as the primary contact for coordination and direction of City obligations under this agreement. Said staff person shall be the the City's Assistant Director of Public Works unless a different contact person is designated by the City. All references in this agreement to coordination and communication with the City shall be directed to the Assistant Director of Public Works.

5. **BBPA Responsibilities**. The BBPA shall perform the following responsibilities in addition to the maintenance and inspection responsibilities set forth in **Exhibit B.**

5.1 Access. BBPA shall have right to access the park with vehicles and equipment for the purpose of conduction maintenance as more fully described in **Exhibit B.** Vehicles shall only be permitted within the park on designated access roads and shall only be for loading and unloading equipment and materials. All vehicles must park in designated asphalt parking areas upon completion of loading and unloading. The Bike Park access gate must remain locked during all maintenance activities when loading or unloading of equipment and materials are complete. Emergency services access to all areas of the park shall remain unobstructed at all times.

Vehicle access to the park may be denied at any time by CITY based on weather conditions, park surface conditions, or vehicle and equipment type.

There shall be no vehicle or equipment access through, over, or around any portion of the Park other than the main gate accessing the Park. There shall be

no vehicle travel over any portion of the Bike Park other than the established access road without the prior written consent of the City.

5.2 Volunteer Management. BBPA shall provide all labor and professional, supervisory and managerial persons required to perform the responsibilities described in this agreement and in **Exhibit B.** Such persons shall be qualified to perform the duties to which they are assigned. All persons provided by BBPA to perform the Services described in this Agreement and in **Exhibit B** shall be Volunteers.

BBPA shall not allow any volunteer to perform Park maintenance tasks without completion of the following:

- Volunteer's acceptance and signature of City's Volunteer Waiver (Attached hereto in Exhibit C)
- Volunteer's signature on the maintenance attendance sheet (Attached hereto in Exhibit C)
- Volunteer's signature on safety meeting sheet (Attached hereto in Exhibit C), specific to each maintenance event.
- Remittance of these forms to the City.

BBPA shall provide crew leader(s) to oversee activities of the volunteers and enforce safe practices and PPE adherence. BBPA shall not allow volunteers to operate any equipment in which they have not been trained nor certified in.

BBPA shall provide all necessary Personal Protective Equipment (PPE) to its volunteer workforce. BBPA shall conduct safety meeting(s) prior to maintenance activities at each scheduled maintenance event. BBPA shall identify and communicate any hazards associated with the proposed maintenance by the volunteer workforce, and attempt to mitigate those hazards prior to work commencing.

BBPA may not hire or pay for contract services for maintenance or improvements on CITY Property without prior written consent of CITY.

5.3 Tools and Equipment. BBPA shall provide all tools and equipment required for maintenance activities defined in Exhibit B of this agreement. BBPA can utilize the on-site storage container to store materials and equipment required for maintenance activities, with the exception of motorized equipment, the maintenance of which is prohibited without express written consent of the City.

No fuel containers shall be stored within the onsite storage container. Fueling of the equipment must be done in an impervious area so as not to allow spills to infiltrate. BBPA shall keep a spill kit on site during the term of this agreement.

BBPA shall provide to CITY all MSDS sheets of all chemicals, fuels, and products which require such data.

5.4 Protection of Course(s) and Tracks The City and BBPA recognize that simply closing the park or portions of the park to the public during a weather event may not protect the course adequately. In the case of significant moisture events, covering of landing ramps, clear zones, tracks, and course(s) may be required to protect the structural integrity of the dirt features. CITY shall supply and provide on-site access to heavy mil plastic and/or tarp materials for quick deployment to areas identified by the BBPA as critical. CITY and BBPA will work mutually when possible to cover areas as quickly as possible. Covered areas shall remain covered until BBPA determines the Park or portions of the Park can be opened to the Public.

5.5 Operating Records and Reports. BBPA shall maintain maintenance logs, records, and reports that document the maintenance of the Facilities, including all cost expensed for materials, equipment, and supplies.

6. **Course and Track Alteration(s) Limited**. Neither CITY nor BBPA may alter, change or de-construct, the shape, line, layout, elevation, or grade of the existing dirt Park course(s) or track(s) without prior written consent of the City. Neither CITY nor BBPA may change, alter, move, raise, lower, or otherwise modify the existing pre-fabricated jumps, ramps, gates, or obstacles without prior written consent by the City. Neither BBPA nor City shall add new features, track(s), course(s), obstacles, routes, walkway(s), trail(s), lighting, Irrigation, building(s), utilities or other site improvements without prior written approval from the City and in accordance with agency permitting for such. Absolutely no new ground coverage shall be added to the park site without approvals and permits for such by City and associated regulatory authorities. BBPA shall not modify, remove, or add signage to the park without prior consent of CITY. No advertising or promotional signage will be allowed unless approved by City. BBPA shall not change, modify, alter, or de-construct Park drainage facilities without prior consent of CITY. BBPA shall not remove any trees without prior written approval of City and/or TRPA.

   Minor modifications to landing ramps, turns, berms, tracks, and other natural features may be done under typical routine maintenance activities provided such work does not alter the design intent of the original project as constructed.

7. **Park Closure.** The Park shall remain closed during Bijou Community Park closure and shall remain open during Bijou Community Park normal operating hours subject to the following: the Park will be closed to the public for unscheduled events including but not limited to inclement weather, unscheduled maintenance needs, or access issues. The CITY and BBPA shall share mutual responsibilities for closing the park or portions of the park due to such unscheduled events. All closures shall be properly noticed on site, and to the public via BBPA and CITY social media sites.

8. **Events**. The City and BBPA shall confer with one another regarding all events being proposed for the Park. CITY considers BBPA to be experts in the operation and maintenance of bicycle related tracks, features, and courses. CITY shall

utilize BBPA in review of all event applications pertinent to the Park so as to evaluate the proposed event with regard to facility capacity and capability. Final approval of event scheduling is the sole responsibility of the City.

8.1 Event Maintenance and Closures. CITY and BBPA will inspect and document condition of the park 24 hours prior to scheduled special events. In the case of pre-event maintenance being required, BBPA will schedule the activity with the City.

In the event that weather conditions would compromise the integrity of the park or its tracks, course(s), and features, the BBPA will have authority to recommend cancellation of the event to the City. Specific language regarding event cancellation policy and procedure will be contained within the approved permit with the applicant.

Applications and permits for events which constitute Special Events as defined by the City, will be handled through the City's Special Event permitting process.

8.2 Event Fees. The City and BBPA shall confer regarding the assessment of fees for events at the Park. Final approval of the event fees shall be the sole responsibility of the City. The City shall deposit all funds acquired from event fees into the operational expense budget, explained more fully in paragraph 4.5 herein.

8.3 BBPA Fees Waived. All event fees for BBPA events that been approved by the City shall be waived during the term of this Agreement.

9. **Term of Agreement.** This Agreement shall commence on the effective date of this Agreement and continue through February 1, 2026. This Agreement shall be automatically renewed for successive years from February 1st through January 31st until the Agreement is terminated. Either party may terminate this Agreement, with or without cause, by providing the other party ninety (90) days written notice of its intent to terminate Agreement.

10. **Limitations Of Liability.**

10.1 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, the CITY agrees not to assert against the BBPA any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the Services by the City under this Agreement, and the CITY waives any such claim, demand or suit against the BBPA.

10.2. Exclusivity. The provisions of this section constitute the BBPA's exclusive liability and the CITY's sole remedy with respect to the BBPA's performance of the Services and the CITY hereby expressly and knowingly releases the BBPA from any further liability.

11. **Fines And Penalties.** If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against the BBPA or the CITY arising from the BBPA's failure to maintain the Facilities in accordance with applicable laws, such fines and penalties shall be the sole responsibility of the BBPA.

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

| | |
|---|---|
| If to City: | Assistant Director of Public Works<br>City of South Lake Tahoe<br>1052 Tata Lane<br>South Lake Tahoe, CA 96150 |
| Provide a copy to: | City Attorney's Office<br>City of South Lake Tahoe<br>1901 Airport Road, Suite 300<br>South Lake Tahoe, CA 96150 |
| If to the BBPA: | BBPA<br>Bijou Bike Park Association<br>P.O. Box 13712<br>South Lake Tahoe, California 96151 |

13. **Assignment.** This agreement is personal to the BBPA. As such, the BBPA has no right to assign any part of this agreement, or any part of its obligations under this agreement in whole or in part. The BBPA may not grant concessions in or upon the Property or to, at, and about the Facilities without the prior written approval of the CITY. Neither this agreement nor any interest in this Agreement shall be assignable without the prior written consent of CITY.

14. **Legal Authority, Licenses, Permits.** BBPA represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of BBPA to conduct all work and responsibilities contemplated by this Agreement. BBPA represents and warrants to City that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of BBPA to conduct all work and responsibilities contemplated by this Agreement.

15. **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.

16. **Good Faith.** The parties agree to exercise reasonable efforts and good faith to effectuate the terms and conditions of this Agreement.

17. **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.

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

19. **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.

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

21. **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.

22. **Authority to Enter Agreement.** Each party has all requisite power and authority to execute, deliver, and perform under 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.

[Signatures on next page]

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

**Bijou Bike Park Association:**

By _____
Ben Fish, Executive Officer
Bijou Bike Park Association

**CITY OF SOUTH LAKE TAHOE:**

By_____
Nancy Kerry, City Manager

**ATTEST:**

By: _____
Susan Alessi, City Clerk

APPROVED AS TO FORM:

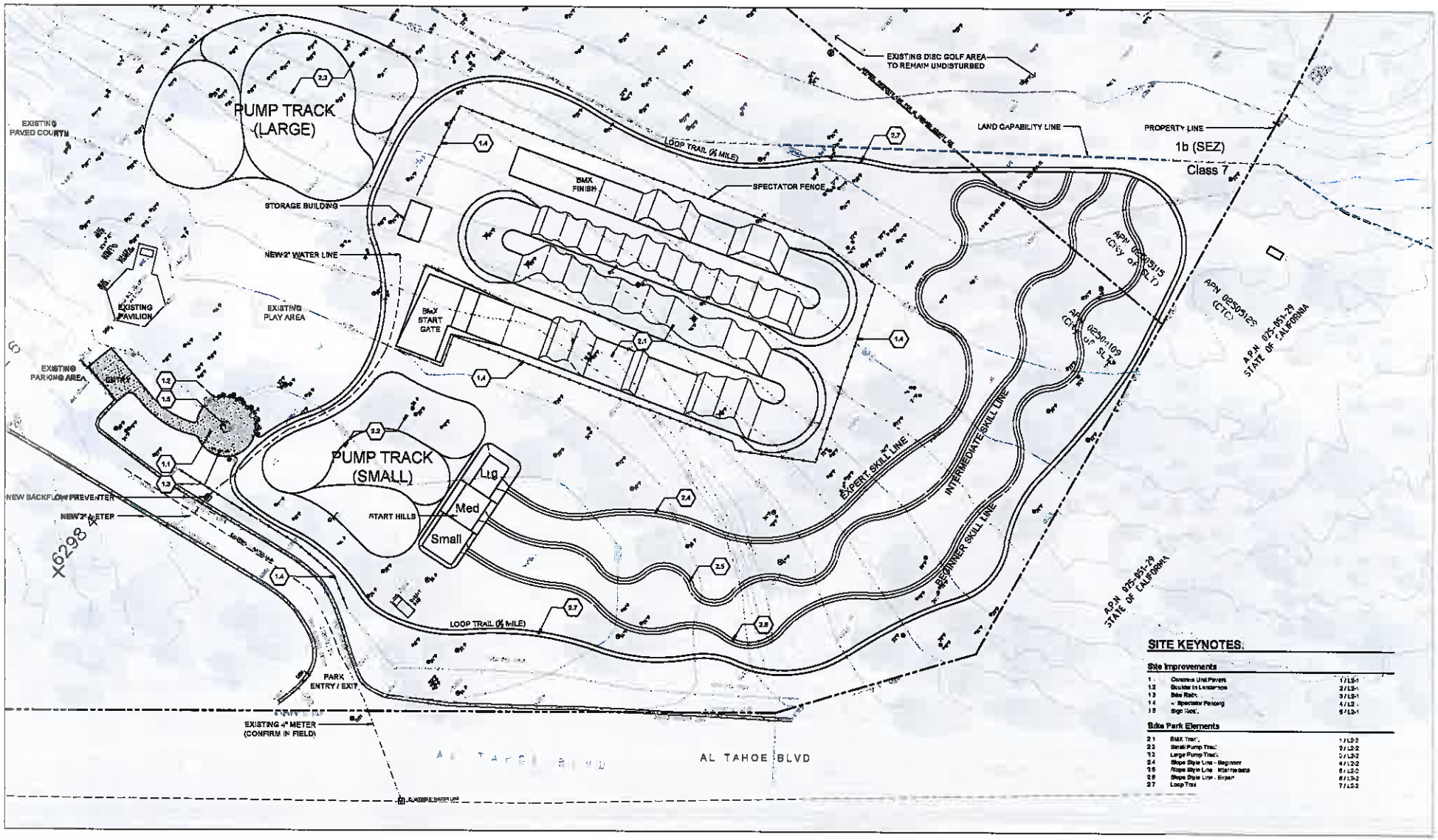
By_____
Thomas T. Watson, City Attorney

**Attachments:**

Exhibit A – Site Plan
Exhibit B – Maintenance Plan
Exhibit C – Forms

# EXHIBIT A

# SITE PLAN




# Bijou Bike Park

South Lake Tahoe, CA

## Site Plan: Sheet L1-1

NORTH

DESIGN WORKSHOP

March 25, 2015

# EXHIBIT B

# MAINTENANCE PLAN

# EXHIBIT B

## Bijou Bike Park Association
## Maintenance Plan for Bijou Bike Park

**Purpose**

The purpose of the Maintenance Plan (plan) is to provide a high quality experience for users of the Bijou Bike Park (BBP) and provide risk management consistent with current best practices and industry standards for maintenance of Bike Parks. The BBP was created and designed to provide progressive challenges for all ages and abilities of bicycle riders. The BBP provides for BMX and mountain bike type opportunities. The content of the operations and maintenance plan herein are proposed to be fulfilled by the members and volunteers of Bijou Bike Park Association, a 501C3 corporation (BBPA)

**Maintenance Plan**

The Bijou Bike Park (BBP) will be inspected and maintained upon regular frequencies. Maintenance and operations will be conducted by the BBPA comprised of volunteers. The BBPA may hire contractors for specialized maintenance activities or to provide 3rd party review of maintenance activities. Any third party or contract services shall be submitted to City for approval prior to commencing services. The schedule below establishes regular interval for which inspection and maintenance activities will occur.

**BBPA Task: Determine Park Condition**
**Frequency: Daily**

- Monitor Weather – Close track as necessary to prevent excessive maintenance needs. Coordinate with City Operations personnel during the course of regular duties to assist with park closures due to weather events
- Inspect Course(s) - Close track as necessary to prevent accident/injury. Coordinate with City Operations personnel during the course of regular duties to assist with park closures due to inspection results.
- Maintain a website and social media notifying public of course conditions and closures.

**BBPA Task: Inspection and Maintenance**

**Frequency: Weekly**

- Inspect all features for cracks, missing or loose hardware, excessive wear, and safety issues. Immediately close course(s) if rider safety is compromised. Notify City of Issue.
- Inspect all features and surrounding zones for hazards such as rocks, glass, branches, or other hard or sharp objects. Immediately close course(s) if rider safety is compromised. Notify City of Issue.
- Conduct routine shaping and compaction of course(s) as required maintaining original design intent. No changes to course(s) layout will be made without permission of City staff and the Bijou Bike Park Association.
- Document via checklist who performed inspection, date and time performed, note issues, and any corrective repairs made.

**BBPA Task: Inspection and Maintenance**

**Frequency: Monthly**

- Inspect the BBP course surface and features for safety issues. BBPA shall immediately, within 24 hours, abate any known safety issues or close affected area until the hazard is removed and inform the City's Parks and Recreation Department within 24 hours of discovery.
- Inspect the prebuilt features within the Bike Park to verify structural integrity. Any compromise of structural integrity shall be abated within 24 hours of discovery of such compromise in structural integrity, or the affected areas shall be posted as closed until such repairs have been made.
- Inspect perimeter of Bike Park and identify any non-permitted use trails within the course. Trails shall be de-constructed, de-compacted, blocked, camouflaged, and mulched with pine needles or wood chips.
- Inspect pavers, gates, cones, fences, lighting, irrigation, buildings, signage and all other facilities/ equipment of the Bike Park for maintenance requirements and/or safety issues. Notify the Bijou Bike Park Association and City Parks & Recreation Department of any issues encountered through the visual inspection that are considered a safety hazard within 24 of discovery of such hazards. Bike Park shall be closed and posted as closed until such time identified safety hazards are corrected. All inspections shall be documented on in writing or email to the City of South Lake Tahoe.

b. Semi Annual Maintenance

- Review signage and consider changes to signs or new signs. Submit sign changes in writing to the City of South Lake Tahoe.
- Record the number of volunteer hours conducted. Estimate the number of users during the summer by performing counts of riders using the park. Submit use in writing the City of South Lake Tahoe.

c. Annual Maintenance

- Provide a written report to the City summarizing the operations of the facility. Report shall provide statistics to support future operations and events and photos. Report shall provide recommendations for course improvements as well as recommendations for strategic plan implementation of increasing revenues (events, etc.). The annual report will include a comprehensive inspection and review of the BBP including analysis of all documentation related to bike park operation (accident reporting, maintenance logs, hazard abatement, volunteer hours, irrigation effectiveness, BMP function, etc).

## Reporting

Reporting is an important aspect of operations for risk management and to improve operations for the park. Documentation will be reviewed annually and recommended changes will be identified for the City of South Lake Tahoe to consider.

Forms pertinent to the volunteer services of the BBPA are incorporated into Exhibit C of the Maintenance Agreement.

# EXHIBIT C

# VOLUNTEER FORMS

# ACCIDENT REPORTING FORMS

# MAINTENANCE FORMS

City of South Lake Tahoe
VOLUNTEER CORP

# VOLUNTEER CORP
# VOLUNTEER AGREEMENT

The City of South Lake Tahoe gratefully accepts_____ into its Volunteer Corp program. The City will do its very best to make the volunteer's experience productive, fun, and rewarding. To that end, this agreement addresses the commitments made by the City and the volunteer.

The City commits to the following:

- To provide training and support for the volunteer so that s/he may be confident in the assignment.
- To provide diligent guidance, supervision, and feedback on performance.
- To respect the skills, individual needs, and dignity of the volunteer.
- To be receptive to comments and suggestions from the volunteer.
- To treat the volunteer as an equal co-worker with paid staff, jointly responsible for the completion of the City's mission.

The volunteer commits to the following:

- To perform assigned duties to the best of his or her ability, and to inform the City if changes in his or her situation or health would interfere with the safe and timely performance of these duties.
- To adhere to City rules, policies and procedures, including recordkeeping and confidentiality of City and client information.
- To meet time and duty commitments, or to provide adequate notice so that alternative arrangements can be made.

Agreed to:

Volunteer:_____ Date: _____

Volunteer Coordinator:_____ Date: _____

City of South Lake Tahoe
VOLUNTEER CORP

## VOLUNTEER CORP
## VOLUNTEER SERVICE STATEMENT

In performing the service specified in my volunteer job description, I acknowledge:

- I have attended the a volunteer orientation and have been given a copy of the Volunteer Manual, which includes my job description, policies and procedures and safety information;
- I have acquainted myself with what is required to perform my tasks, and represent that I have the skill and ability to perform them and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- I will adhere to the safety training provided by the supervisor and assume full responsibility for my own safety;
- I will perform my volunteer service in compliance with the standards and specifications established for my position.

Volunteer Signature: _____ Date: _____

City of South Lake Tahoe
VOLUNTEER CORP

# VOLUNTEER CORP
# TIME SHEET

Name_____ Position_____

Location_____ Month_____

| Date | Time In | Time Out | Total Hours |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **TOTAL HOURS FOR THE MONTH:** | | | |

**SUPERVISOR'S SIGNATURE**_____

Please return by the last day of each month to:

City of South Lake Tahoe
Human Resources Department
1901 Airport Road
South Lake Tahoe, CA 96150
Phone: 530-542-6050
Fax: 530-542-7411

# Volunteer Registration and Build Report Form

**Volunteer Build/Maintenance Session Information:**

Date:_____ Start Time:_____ End Time:_____ Construction:____
Maintenance:____ Other:_____

email completed build report to jmarino@cityofslt.us

**Volunteers Must Agree To Respect The Volunteer Safety Code!**

All volunteers must register and sign in/out for each build session. Volunteers must have a signed Volunteer Waiver/Emergency Contact Form on file. Volunteers must wear safety vests at all times during work sessions and are encouraged to wear sturdy clothing and boots in addition to protective equipment including: gloves, eye protection, ear protection, etc. Volunteers must help to maintain a safe, friendly work environment at all times and work cooperatively with the Volunteer Build Leader.

**Volunteer Leader Information:**

Name:_____Waiver:____Start:_____End:_____Hours:_____
Phone:_____ Email:_____

**Volunteer Sign In/Sign Out:**

1. Name:_____ Waiver:____Start:_____End:_____Hours:_____

2. Name:_____ Waiver:____Start:_____End:_____Hours:_____

3. Name:_____ Waiver:____Start:_____End:_____Hours:_____

4. Name:_____ Waiver:____Start:_____End:_____Hours:_____

5. Name:_____ Waiver:____Start:_____End:_____Hours:_____

6. Name:_____ Waiver:____Start:_____End:_____Hours:_____

7. Name:_____ Waiver:____Start:_____End:_____Hours:_____

8. Name:_____ Waiver:____Start:_____End:_____Hours:_____

9. Name:_____ Waiver:____Start:_____End:_____Hours:_____

**Total Volunteers:**_____**Total Volunteer Hours:**_____

**Volunteer Safety Talk and Equipment Checklist**

RV 05/12/06

# General Accident / Property Damage Report

Was there bodily injury? Yes ☐ No ☐

Incident# ____ Year ____ # ____ Dept. Note (For # call Risk)

Date of Incident ___/___/___

Name of Injured ____ Male ☐ Female ☐ ____ years Age ☐

Time of Incident ___:___ AM / PM

Address of Injured ____ Phone # ____

Was there a Police Report? Yes ☐ No ☐

Was medical treatment offered? Yes ☐ No ☐

Approximate monetary loss $ ____

What was offered? ____

Equipment/Facilities Damaged ____

By Whom: ____

Response of injured when asked what happened. ____

Description of Damage ____

Where was injured taken after incident?

Incident discovered by? ____

By Whom? ____

Date discovered? ___/___/___ AM / PM

Describe bodily injury: ____

Incident Location: ____

How did damage or injury occur? ____

Person Responsible for accident or damage (if known) Name: ____

Address ____ State ____ Zip ____ Phone ____

Name of Witnesses:

Name ____ Address ____ Phone ____

Name ____ Address ____ Phone ____

Name ____ Address ____ Phone ____

Other pertinent information: ____

Reporting Employee Print Name ____

Supervisor Print Name ____

Reporting Employee Signature ____ Date ___/___/___

Supervisor Signature ____ Date ___/___/___

SOUTH LAKE TAHOE BMX

Parks and Recreation Commission Presentation June 21, 2018
Presenters: USA BMX Track Operators: Brian Lewis (incoming) and Jason Toutolmin (outgoing)

# Track Needs

- Consistent surface in all 3 turns to create a safe and fun track for sanctioned racing as well as the general public
- Permanent electrical power
- Secure storage for track equipment and supplies

Original build

# The berms

- The track was originally built by a 3rd party contracted by the City. The 3 berms were built very small and “backwards” for the downhill aspect of the track layout. Track volunteers rebuilt the berms to correct the flow.
- Partly because they are dirt, but mainly because of constant abuse from foot traffic and weather, the berms have deteriorated over the past 4 seasons and have become too small, loose and unsafe.

Volunteers added dirt to the first turn to correct the flow

# The berms

- Because the track is open to the public dawn to dusk, it gets abused by people walking, running, scootering, skateboarding and SLEDDING on it, including on top of the turns. They continue to break the top edges creating a crumbling, unsafe riding surface.
- Even with hundreds of hours of manual shovel maintenance and way too much water, this is the best we can do to maintain the turns, and they are only going to get worse.

# The solution?
# Asphalt

Fernley, Nevada BMX Track

—

SOUTH LAKE TAHOE BMX

ASPHALT BERMS BENEFITS

- No watering
- Weather and tourist proof
- Consistent and safe
- 10 to 15 years maintenance free

# The start hill was paved in 2016
# 100% maintenance and water free

The City has demonstrated success with asphalt features

# The berms

ASPHALT BERMS BENEFITS

- No watering
- Weather and tourist proof
- Consistent and safe
- 10 to 15 years maintenance free

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 13

**Agenda Item:** 2021 General Plan Annual Report and Surplus Land Inventory

**Executive Summary:** California Government Code Section 65300 requires each city to adopt a comprehensive, long-range General Plan to guide the physical development of the incorporated city and land outside the city boundaries. Government Code Section 65400 requires cities to submit an Annual Progress Report (APR) on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD) by April 1 of each year. Cities are also required to submit an inventory of surplus land to HCD by April 1.

**Requested Action / Suggested Motions:** 1) Pass a Resolution accepting the General Plan Annual Report for 2021; and, 2) Pass a Resolution declaring surplus land inventory
Responsible Staff Member: Madison Dederick, Assistant Planner

**Responsible Staff Member:** Madison Dederick, Assistant Planner

**Reviewed and Approved By:**
Hilary Roverud, Development Services Director
Susan Blankenship, City Clerk
Olga Tikhomirova, Finance Director
Heather Stroud, City Attorney

**Attachments**:

01-Staff Report - General Plan & Surplus Property.docx
02-Resolution - General Plan Annual Report.docx
03-General Plan Annual Report (Exh. A to Reso).pdf
04-Resolution Declaring Surplus Land Inventory.docx

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

**Meeting Date:** March 15, 2022

**Title:** City of South Lake Tahoe General Plan Annual Report for 2021 and Surplus Land Inventory

**Location:** Citywide

**Responsible Staff Member:** Madison Dederick, Assistant Planner

**Background:** California Government Code Section 65300 requires each city to adopt a comprehensive, long-range General Plan to guide the physical development of the incorporated city and land outside the city boundaries. Government Code Section 65400 requires cities to submit an Annual Progress Report (APR) on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD) by April 1 of each year.

The APR provides the Planning Commission and City Council with information regarding the implementation of the General Plan. The APR is designed to provide information for the Planning Commission and City Council to assess how the General Plan was implemented during the 12-month reporting period (January 2021 to December 2021).

Providing a copy of the APR to HCD also fulfills other statutory requirements for reporting to HCD. Cities must report certain housing information, including the local agency's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing (Government Codes Section 65584.3(c)). Cities must also report a central inventory of all surplus land to HCD no later than April 1 of each year (Government Code 65400(a)(2)).

Submittal of the APR to OPR also allows the identification of statewide trends in land use decision-making and how local planning and development activities relate to statewide planning goals and policies. In addition, OPR is able to track progress on a local jurisdiction's comprehensive General Plan update using the information provided in the APR.

**Issue and Discussion:** City staff has drafted the 2021 General Plan APR for City Council consideration. The 2021 General Plan APR includes information on the City's progress in implementing the General Plan as well as required housing and surplus land information.

The 2021 General Plan Annual Progress Report will be presented to the Planning Commission at the March 10, 2022 regularly scheduled meeting. The Planning Commission recommendation will be presented by staff to the City Council during the March 15, 2022 regularly scheduled meeting.

The proposed City Council Resolution includes the General Plan APR as Exhibit A. The Housing Element APR tables are located in Appendix 1 of the General Plan APR and document the City's progress in meeting its Fifth Cycle Regional Housing Needs Allocation (RHNA). The Housing Element APR tables also provide updated information on the implementation programs adopted as part of the 2014 Housing Element. HCD has determined that the City's Housing Element is currently in compliance with state laws, an important designation for many housing projects and program funding sources.

The City is currently in the process of updating the Housing Element by June 2022 as required by state law. This update will provide policy direction to meet 6th cycle RHNA targets and a spectrum of housing needs in the City.

**Financial Implications:** There are no financial implications associated with this action.

**Environmental Considerations:** The proposed General Plan Annual Report is exempt from environmental review under CEQA, pursuant to Section 15061(b)(3), Review for Exemptions – Common Sense Rule, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment.

The proposed General Plan Annual Report does not constitute a "project" within the meaning of the California Environmental Quality Act of 1970 (CEQA) Guidelines Section 15060(c)(2) because there is no potential that the report will result in a direct or reasonably foreseeable indirect physical change in the environment and CEQA Guidelines Section 15378 because they have no potential for either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment.

**Policy Implications:** The General Plan contains policies that provide direction for all City departments and facilities which is used in strategic decision making by the City Council for investments and budgeting, development approvals, policy adoption, and regulation.

# Resolution 2022-XXX

# Adopted by the City of South Lake Tahoe

# City Council

# March 15, 2022

# Approving the 2021 General Plan Annual Progress Report and Directing Staff to submit the report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development

**BACKGROUND**

A. California Government Code Section 65300 requires each city to adopt a comprehensive, long-range General Plan to guide the physical development of the incorporated city and land outside the city boundaries.
B. The City of South Lake Tahoe adopted the General Plan on May 17, 2011.
C. The City amended the General Plan on May 20, 2014 to incorporate an updated Housing Element.
D. California Government Code Section 65400 requires cities to submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD) by April 1 of each year.
E. The 2021 General Plan Annual Progress Report provides information on the City's efforts to implement the General Plan for the period January 1, 2021, through December 31, 2021.
F. On March 10, 2022, the Planning Commission reviewed the General Plan Annual Progress Report for 2021 during its regularly scheduled meeting.
G. The City Council of South Lake Tahoe reviewed and approved the General Plan Annual Progress Report in its entirety on March 15, 2022.

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

1. Finds the General Plan Annual Progress Report provides a status report on each Element in the General Plan and is consistent with the guidelines issued by the Governor's Office of Planning and Research.

2. Finds the Housing Element Annual Progress Report provides detailed reporting on the City's progress in meeting the Regional Housing Needs Allocation.

3. Approves the General Plan Annual Progress Report (Exhibit A) for submittal to OPR and HCD.

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

# CITY OF SOUTH LAKE TAHOE
# GENERAL PLAN ANNUAL PROGRESS REPORT

| | | |
|---|---|---|
| Land Use & Community Design | Economic Development | Housing |
| Transportation and Circulation | Public/ Quasi Public Facilities and Services | Recreation and Open Space |
| Health and Safety | Natural and Cultural Resources | Neighborhood Priority Lists |

## JANUARY 2021-DECEMBER 2021

CITY OF
SOUTH LAKE TAHOE

*ACCEPTED BY CITY OF SOUTH LAKE TAHOE CITY COUNCIL* _____

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## Section 1 Introduction

California Government Code Section 65400 (65400(a)(2)(A) and 65700 requires all cities and counties submit an annual report to their legislative body, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Development (HCD) on the status of the General Plan and progress of its implementation. According to OPR, the purpose of the report is as follows:

- To provide enough information to allow legislative bodies to assess how the general plan is being implemented in accordance with adopted goals, policies, and implementation measures.
- To provide enough information to identify necessary course adjustments or modifications to the general plan as a means to improve local implementation.
- To provide a clear correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies, and implementation measures contained in the general plan.
- To provide enough information regarding local agency progress in meetings its share of regional housing needs and removing governmental constraints to the development of housing pursuant to Government Code 65583(c)(3).

## Section 2 General Plan Status

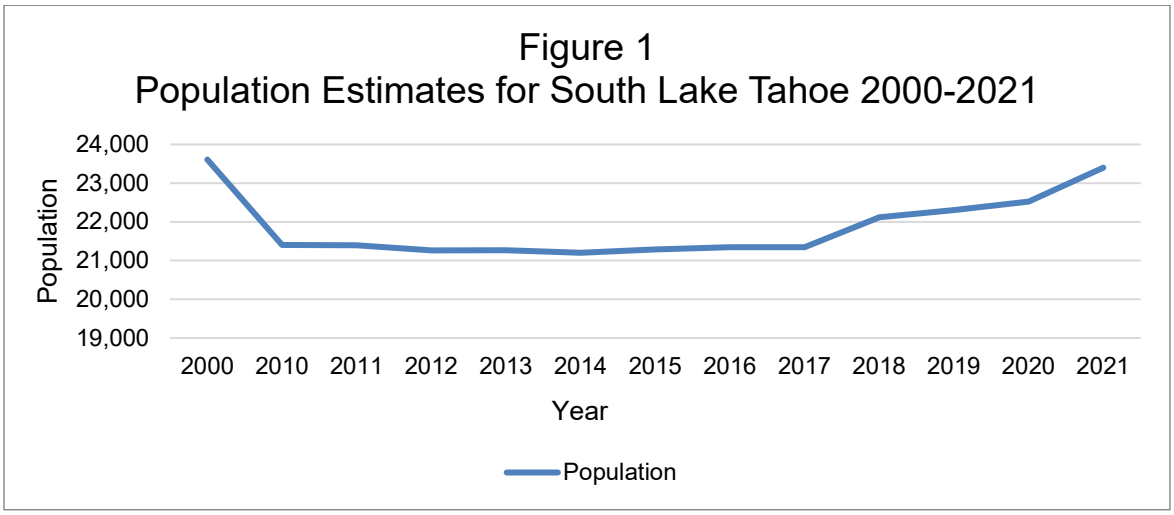
The City's General Plan was adopted on May 17, 2011. The City Council found the General Plan to be compliant with State law and consistent with the State General Plan Guidelines. The General Plan is considered the "2030 General Plan" since it represents a twenty-year planning document for the 2010-2030 time frame. Government Code Section 65300 requires every city and county to adopt a comprehensive, long-term general plan. The purpose of the General Plan is to guide decisions on future development based on community input and to ensure that development regulations and capital improvements conform to the General Plan. The following elements are required to be included in a General Plan (*City General Plan Elements are in parentheses*):

1. Land Use Element (*Land Use and Community Design*)
2. Circulation Element (*Transportation and Circulation*)
3. Housing Element (*Housing*)
4. Conservation Element (*Natural and Cultural Resources*)
5. Open Space Element (*Recreation and Open Space*)
6. Noise Element (*Health and Safety Element*)
7. Safety Element (*Health and Safety Element*)
8. Environmental Justice Element (*Land Use and Community Design)*)

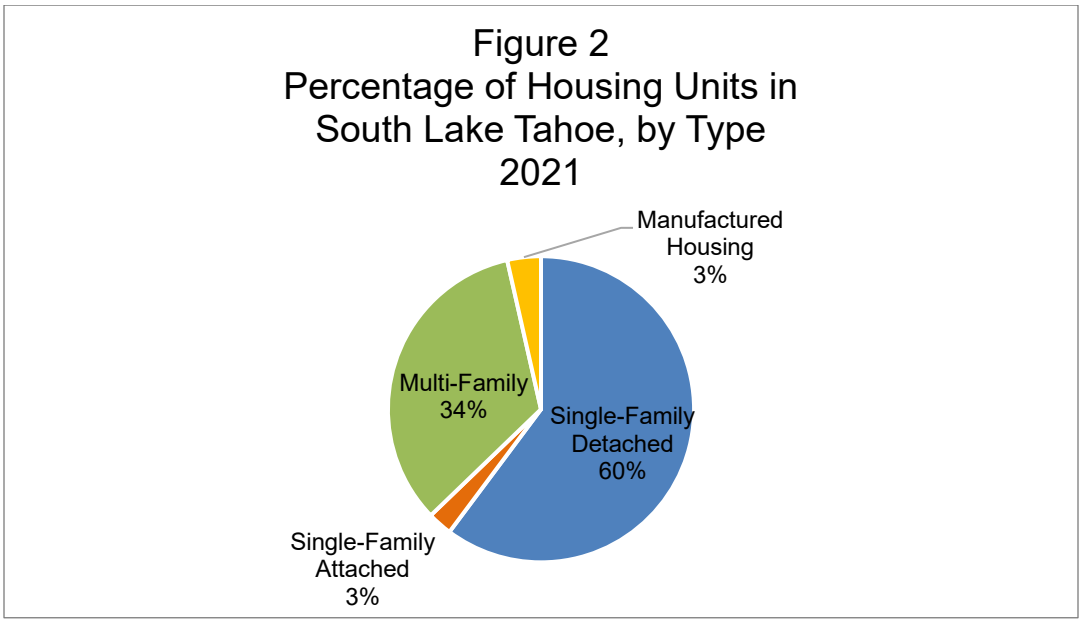
In addition to the mandatory General Plan Elements listed above, the City's General Plan includes an Economic Development Element as well as a Public/Quasi-Public Facilities and Services Element. The City's 2011 General Plan also includes Neighborhood Priority Lists identifying infrastructure and amenity needs for each neighborhood.

## Section 3 Current Population and Housing Estimates

The most recent population and housing estimates from the California Department of Finance (DOF) are from January 2021. According to the California Department of Finance, the 2021 population estimate for the City of South Lake Tahoe is 23,398 (1/1/2021), an increase of 873 people from the 2020 estimate of 22,525. As shown in Figure 1, the City's population remained relatively unchanged after 2010 and is beginning to show moderate annual increases.




There are 15,853 housing units in the City, including 9,545 single-family detached units, 411 single-family attached units, 5,334 multi-family units, and 563 mobile/manufactured homes. Figure 2 depicts the percentage breakdown of housing in the City. Single-family housing represents 60 percent of the housing stock while multi-family housing accounts for 34 percent of the housing units. Of the 15,853 housing units in the City, 9,812 units are occupied, for a housing vacancy rate in the City of 38.1 percent.



## Section 4 Land Use & Community Design Element

The Land Use & Community Design Element of the General Plan addresses future land use, development and redevelopment, community design, and sustainability. During 2021, the City continued to support development of residential and commercial projects that are consistent with the adopted goals of the Land Use & Community Design Element.

2021 Planning Entitlement Applications

During 2021, the Planning Division received 57 entitlement applications as depicted in Table 1 below.

Table 1
Planning Entitlement Applications Submitted during 2021*

| Type of Application | Number of Applications* |
|---|---|
| Area Plan Amendments | 1 |
| Community Plan Amendments | 1 |
| Eligible Facility Requests for Wireless Facilities | 3 |
| Fences | 3 |
| Home Occupation | 7 |
| Major and Minor Design Review | 18 |
| Major and Minor Sign | 14 |
| Major and Minor Variances | 4 |
| Mobile Vending Location | 1 |
| Cannabis Use Permit | 3 |
| Special Use | 2 |
| **Total Applications** | **57** |

**Does not include applications for temporary activities, temporary uses, or residential allocations.*

General Plan Amendments

There were no amendments to the City of South Lake Tahoe General Plan during 2021.

Proposed Area Plan, Community Plan and Plan Area Statement Amendments

During 2021 the City was actively reviewing three proposals for one Area Plan amendment and two Community Plan amendments as follows:

1) HVR Montreal Tourist Core Area Plan Amendment
2) Bijou/Al Tahoe Community Plan Amendment
3) Plan Area Statement 111, Tahoe Island Amendment

HVR Montreal Tourist Core Area Plan Amendment - The purpose of the proposed zoning amendment is to facilitate the development of multi-family housing on a combined parcel that

includes the former Colony Inn site at 3794 Montreal Road and a second parcel located behind the former Colony Inn site that is currently zoned for Recreational use. The applicant (HVR Acquisitions) intends to develop up to four (4) additional multi-family residential units on the 1.29-acre Recreation parcel as Phase 2 of a Multi-Family Project previously approved by the City for 3794 Montreal Road (former Colony Inn Parcel).

Bijou/Al Tahoe Community Plan Amendment - The purpose of the Community Plan amendment is to permit greater building height for public, quasi-public, and recreation facilities that require flatter roof pitches to span large interior spaces (e.g., recreation center) that are being considered as part of the 56-acre park master plan process. The objective of this amendment are as follows:

1) Revise the height standards in the Bijou/Al Tahoe Community Plan District 4, to allow additional height for public service and recreation facilities without the requirement for a minimum roof pitch requirement
2) Bring the roof pitch requirement for all other building in the 56-acre project area into alignment with the city-wide minimum roof pitch requirement of 5:12.

Plan Area Statement 111, Tahoe Island Amendment – The purpose of the Plan Area Statement amendment is to add local assembly and entertainment as a special use to Special Area #2 and modify Special Policy #6 of the plan area statement to limit the area in which this use will be permissible in the future.

Approved Area Plan and Community Plan Amendments

In 2021, the City Council approved an amendment to the expanded Tourist Core Area Plan Gateway Zoning District. The amendment added industrial land uses to this Zoning District to make the Tahoe Wellness Center (3355 Lake Tahoe Blvd) a conforming land use.

Title 6 Code Amendments

During 2021, the City Council adopted one amendment to Title 6 of City Code, which covers planning and zoning in the City. More information on the code amendment is provided below.

Residential Development and Design Standards Amendment – City Council adopted new residential objective design and development standards on March 2, 2021 to repeal and replace Title 6, Chapter 6.85 of the City Code. The purpose for the amendment was to standardize, streamline and re-organize the development standards in City Code and provide new design standards for ministerial review of residential development outside of the Tourist Core or Tahoe Valley Area Plans. The code amendment also adopted new accessory dwelling unit regulations and made changes related to parking and manufactured homes.

Proposed Title 6 Code Amendments

During 2021 no new amendments for Title 6 of the City Code where proposed.

Lake Tahoe Basin Development Rights

The 2021 appraisal of the market for development rights and land coverage did not change from the year 2020; as a result, no new action was taken to change the established price point for the sale of development rights and land coverage which are transferable development rights associated with TRPA growth management regulations.

56 Acres Master Plan

The City continued working on the 56-Acres Master Plan process throughout 2021 in collaboration with El Dorado County and the California Tahoe Conservancy (CTC) and will be considered by the City Council in 2022. The purpose of this planning effort is to develop a comprehensive strategy for future improvements, development, and operation of civic and recreational space. The effort is being coordinated with the redevelopment of the City's Recreation Center and the final Master Plan is expected to inform the preparation of a Bijou/Al Tahoe Area Plan (to replace the 1995 Bijou/Al Tahoe Community Plan).

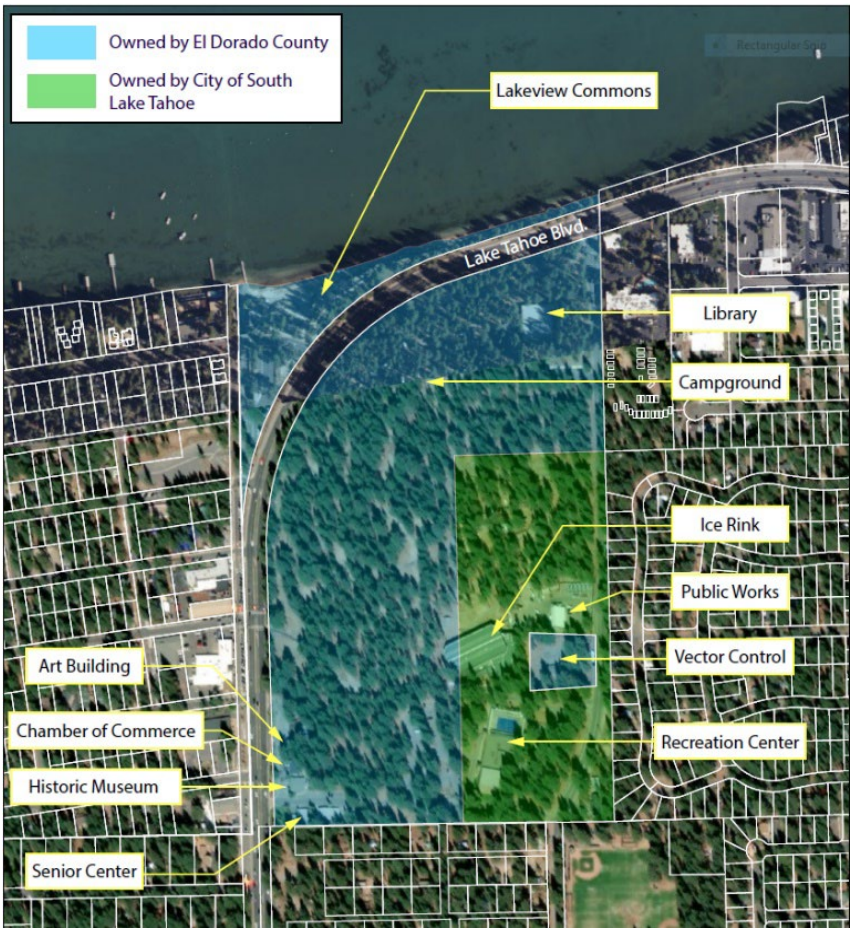



Figure 3

Aerial Map of 56 Acres

Improved Transparency and Community Engagement

Throughout 2021 City Staff has continued to post projects on the Current Projects web page in an effort to inform the public on the status of current development proposals and City initiatives. The Current Project web page includes a status report for major development projects and is linked to a GIS map.

The existing Land Use and Community Design Element goals are provided below for reference.

**Land Use and Community Design Element Goals**

Goal LU-1: To ensure a connected city, guide land use consistent with the Tahoe Regional Planning Agency's Transect Zoning System, and acquire the necessary Tahoe Regional Planning Agency commodities for future revitalization, development, and economic growth.

Goal LU-2: To focus future commercial, multi-family residential, tourist, civic, and social gathering space development in community plan areas in order to maximize incentives and create transit-, bicycle-, and pedestrian-oriented places that serve the needs of both residents and visitors.

Goal LU-3: To encourage the creation of more complete and well-designed neighborhoods that promote livability, safety, and sustainability.

Goal LU-4: To encourage the revitalization, reuse, and expansion of existing and vacant sites in South Lake Tahoe.

Goal LU-5: To revitalize and consolidate existing commercial uses while providing incentives and commodities for new resident- and visitor-serving commercial uses.

Goal LU-6: To provide tourist-serving uses near highways and other highly-visible locations in South Lake Tahoe.

Goal LU-7: To maintain an industrial district that provides for warehousing, research and development, light industrial, and "green technologies" that are attractive, compatible with adjoining non-industrial uses, and well designed and maintained.

Goal LU-8: To enhance and unify the visual quality of South Lake Tahoe.

Goal LU-9: To become a leader in "green" building technology, energy efficiency, emerging technologies, and sustainable development practices in the Lake Tahoe Basin.

Goal LU-10: To make development decisions predictable, fair, cost-effective by coordinating the City of South Lake Tahoe's efforts with other agencies that either have jurisdiction, provide services, or own property in South Lake Tahoe.

Goal LU-11: To ensure the fair treatment of all visitors and residents, regardless of race, culture, and income with respect to land use and environmental decisions.

## Section 5 Economic Development Element

The Economic Development Element contains goals and policies to address economic prosperity and diversity, business attraction, and business retention and expansion.

New Business and Home Occupations

All businesses conducting work within the City are required to obtain a Business License. In 2021, the City issued a total of 571 new business licenses.

Due to an increase in remote working as a result of the COVID-19 pandemic, there has been an increase in new home occupations. Seven applications were approved during 2021.

The existing Economic Development Element goals are provided below for reference.

**Economic Development Element Goals**

Goal ED-1: To support and promote economic growth and the diversification of the local economy.

Goal ED-2: To support and promote existing businesses, job retention, and expansion, and diversify the economy.

Goal ED-3: To support and promote new business development and employment growth including local-serving, high technology, environmental-technology, and sustainable businesses, and encourage private-sector investment in South Lake Tahoe.

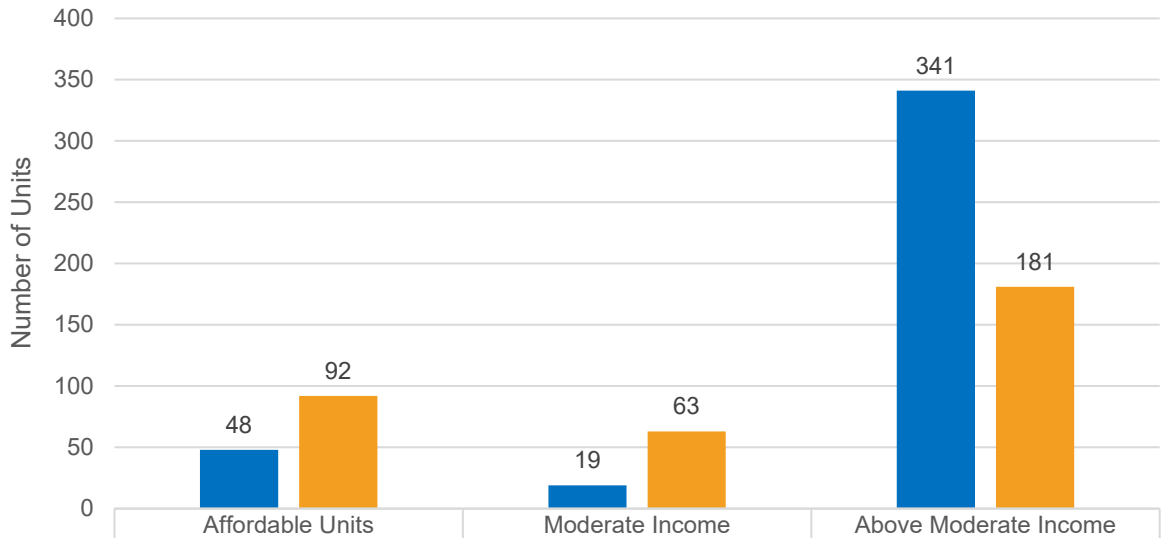
## Section 6 Housing Element

The existing Housing Element was adopted in 2014 and set forth implementation strategies to address housing needs in the City. The existing Housing Element covers an 8-year planning period, also known as the Fifth Cycle.

The City is required to update the Housing Element of the General Plan based on update cycles set by the Department of Housing and Community Development. Due to changes in state law, the 6th Cycle for the City's Housing Element will start in June 2022 and will be for a 5-year period instead of the current 8-year cycle. The City has been awarded Local Early Action Planning funds to update the Housing Element. During 2021, the City held a series of public workshops and completed a public draft for the new Housing Element with the assistance of PlaceWorks consultants.

Government Code Section 65400 requires that each city and county, including charter cities, prepare an annual progress report (APR) on the status of the Housing Element in addition to the regular General Plan Annual Report. The Housing Element APR must be submitted using the forms developed by the California Department of Housing and Community Development (HCD) and documents residential permits issued during the previous year and the jurisdiction's progress in meeting the Regional Housing Needs Allocation (RHNA). Figure 4, below, provides a summary of the city's RHNA during the Fifth Cycle.

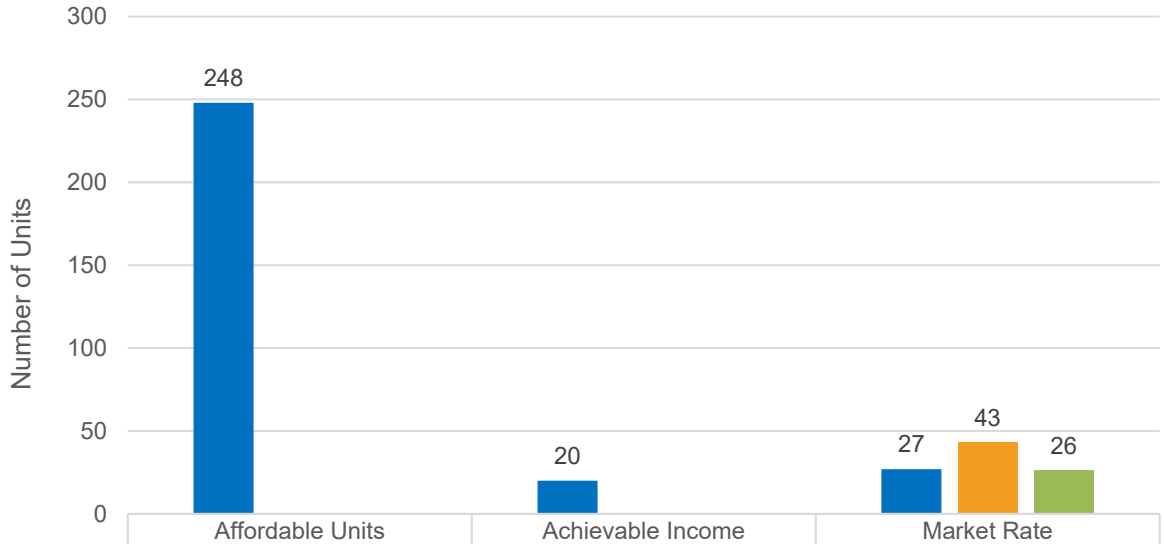
Figure 4
Residential Units Permitted vs. RHNA Target
2013-2021




| | Affordable Units | Moderate Income | Above Moderate Income |
|---|---|---|---|
| Units Permitted | 48 | 19 | 341 |
| RHNA Target | 92 | 63 | 181 |

During 2021, the City continued several efforts to address existing and future housing needs. The City has updated the objective residential development and design standards to streamline permitting for multi-family residential development and has adopted new regulations for accessory dwelling units. Other efforts involved entitlements and funding for new affordable housing projects as well as the approval of new incentives for affordable housing. Figure 5 below shows the residential building activity that occurred in 2021 including projects which received planning approval (units entitled), units which received a building permit (units permitted), and projects that were deemed complete (units completed). A total of 248 deed restricted low-income units (affordable units) where approved as part of the Sugar Pine Village project which is anticipated to begin construction in 2022. A total of 20 achievable income units (deed restricted to 180% AMI) where approved and are consistent with the City General Plan definition of Workforce Housing.

Figure 5
Residential Building Activity During 2021




| | Affordable Units | Achievable Income | Market Rate |
|---|---|---|---|
| Untis Entitled | 248 | 20 | 27 |
| Units Permitted | 0 | 0 | 43 |
| Units Completed | 0 | 0 | 26 |

Additionally, TRPA adopted a new income level called achievable housing. This is defined as a single or multi-family residential development to be used exclusively as a residential dwelling by permanent residents with an income between 120 percent and 180 percent of the El Dorado County area median income (AMI). WORKFORCE HOUSING

Accessory Dwelling Units

In 2021, to compliance with California state Law the City Council adopted accessory dwelling unit regulations as part of the new objective residential development and design standards. TRPA subsequently adopted an updated Code of Ordinances which provided new regulations and procedures for allowing accessory dwelling units in California.

Residential Objective Development and Design Standards

On March 2, 2021 the City Council adopted a new residential objective design and development standards that repealed and replaced Title 6, Chapter 6.85 of the City Code. The new regulations allow property owners to submit an application for multi-family residential development of four or more dwelling units without a discretionary design review permit. The residential development standards resulted in the following changes:

1) Adoption of new accessory dwelling units regulations
2) Changes to City Code to implement Housing Element strategies related to parking and manufactured homes.

Lease to Locals

During 2021 the City partnered with Landing Locals to launch the Lease to Locals program. This program offers grants to qualifying South Lake Tahoe property owners when they rent their homes long-term to local residents. The goal of the program is to provide an incentive for second homeowners to lease long-term rather than rent short-term or leave homes vacant and increase rental housing stock.

TRPA Housing and Community Revitalization Working Group

Throughout 2021 City staff and City Council members have continued to participate in the working group of the Advisory Planning Commission to assist local governments in meeting housing needs around the Basin. The working group reviewed amendments to the TRPA Code of Ordinances related to accessory dwelling units which was adopted by TRPA in 2021.

Housing Conditions

The City continues to inspect existing housing stock to ensure that City residents are living in safe and decent housing. During 2021, the Development Services Department carried out the following activities for multi-family residential properties and units participating in the Single Room Occupancy (SRO) program:

- Muti-Family Residential Unit Program Summary
    - City staff conducted 123 site visits to multi-family properties (6 units or greater)
    - City staff certified 225 multifamily units (6 units or greater)
    - Multifamily units with pending corrections decreased from 394 to 214
    - Multifamily units which had never been certified or inspected decreased from 103 to 55

- SRO Unit Program Summary
    - City staff conducted 12 SRO site visits
    - City staff certified 53 SRO units
    - The number of SRO units working toward compliance certification decreased from 470 to 402 during 2021

- Overall, in 2021, the multi-family residential program certified 429 regular units and maintained 1,088 exceptional units while the SRO program certified 118 regular units and maintained 52 exceptional units.

In order to address substandard housing conditions within the community, the City Council established a Housing Hotline. Consistent with all other years, in 2021, staff received many calls from tenants regarding security deposit disputes, parking concerns, rent increases inquiries, civil disputes, nuisances, evictions and substandard housing concerns. The Housing Division receives approximately 700 calls annually through the Housing Hotline. A substantial number of these calls are referred to other agencies for assistance such as Legal Services, El Dorado County Environment Management and Behavioral Health, City Code Enforcement, and the California Apartment Association. Additionally, a large number of complaints are resolved through mediation conducted by Housing Staff without escalated enforcement. However, approximately 20 complaints a year do require escalated and prolonged enforcement, the process of which can extend for a series of months. No matter the type of complaint, the Housing Division staff investigates and addresses all substandard housing complains.

Housing Supply

Under the TRPA growth management system, building permits for new residential development require residential allocations as well as potential residential units of use. The City typically receives 66 residential allocations from TRPA every two years. The City distributes the allocations between single family dwellings, multi-family dwellings and mixed-use or infill projects in Town Centers.

Another way to develop new residential units is to convert non-residential development rights, such as tourist accommodation units and commercial floor area. During 2021, staff issued City and TRPA permits to convert existing commercial floor area at 1017 Carson Avenue to one new residential unit. In addition, the City sold 2,600 square feet of commercial floor area to convert 13 new multi-family residential units.

Housing Element Annual Progress Report

The City is required to submit specific tables to HCD which constitute the Housing Element Annual Progress Report (APR) for 2021 (*See Appendix 1*). Each table is further described below if the table is relevant to the City of South Lake Tahoe.

- Table A includes submitted discretionary entitlement applications as well as submitted ministerial applications (building permits). This included a total of 92 new residential unit applications including 3 units of deed restricted affordable housing during 2021.

- Table A2 includes approved entitlements, issued residential permits, and completed residential permits during 2021. The City approved entitlements for 295 units, issued residential permits for 43 units, and completed permitting for 26 residential units during the reporting period.

- Table B of the Housing Element APR documents the City's progress in meeting its Fifth Cycle Regional Housing Needs Allocation (RHNA).
- Table D is for program implementation status and provides an update on the 40 implementation programs that were adopted as part of the 2014 Housing Element.
- Table H provides an inventory of surplus lands and lands in excess of its foreseeable needs.
- Summary Table documents the number of residential units permitted during the calendar year and number of units applied for during the same period.
- LEAP Reporting is a new table that is an annual report on any Local Early Action Planning grant funds received by the jurisdiction. The City received an award of $150,000 under this program and will use the funds to prepare the 2022 update of the Housing Element.

The existing Housing Element goals are provided below for reference.

**Housing Element Goals**

Goal HE-1: To provide housing opportunities for South Lake Tahoe residents of all economic levels

Goal HE-2: To encourage construction and maintenance of affordable and/or workforce housing in South Lake Tahoe.

Goal HE-3: To preserve and enhance the existing supply of housing.

Goal HE-4: To provide a range of housing services for households with special needs within South Lake Tahoe.

Goal HE-5: To provide decent housing and quality living environment for all South Lake Tahoe residents regardless of age, race, religion, sex, sexual orientation, marital status, ancestry, national origin, disability, or economic level.

Goal HE-6: To ensure energy efficiency and appropriate weatherization for all new and existing housing.

Goal HE-7: To provide for a variety of housing types, sizes, price ranges, and densities compatible with the existing character and integrity of residential neighborhoods.

Goal HE-8: To ensure that Housing Element programs are implemented on a timely basis and progress of each program is monitored and evaluated annually.

## Section 7 Transportation and Circulation Element

The Transportation and Circulation Element contains goals, policies, and implementation measures to help create a well-connected transportation network that serves all residents and visitors while reducing vehicle miles traveled and greenhouse gas emissions.

During 2021, several significant transportation projects were completed or continued to make progress in the planning, design and environmental clearance process, including the following:

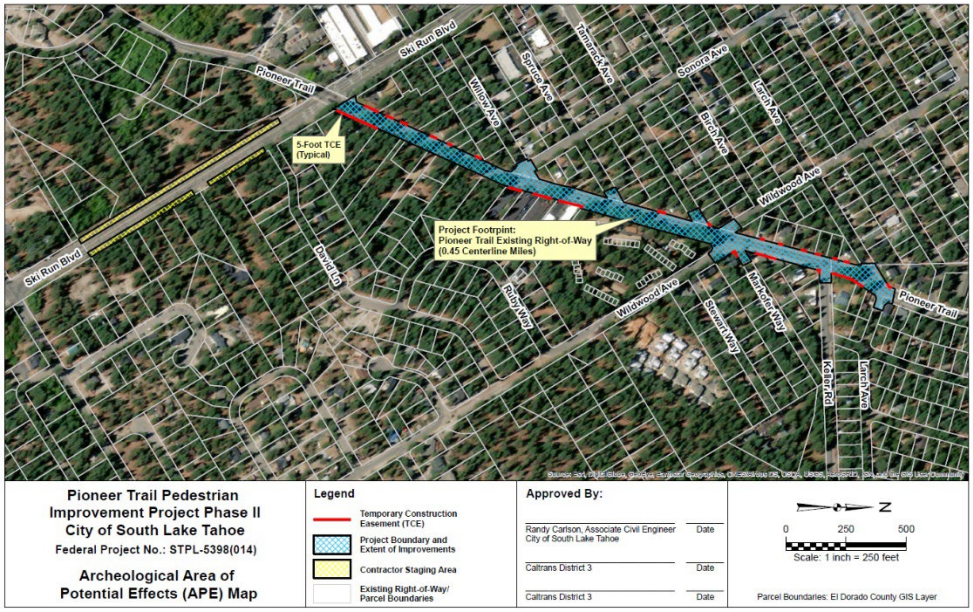
1) Pioneer Trail Sidewalk Phase II Project
2) Tahoe Valley Greenbelt and Stormwater Improvement Project
3) Lake Tahoe Blvd Class 1 Multi-use Trail Project
4) Bijou Park Class I Bicycle Trail – Greenway Connector
5) Dennis T Machida Memorial Trail (South Tahoe Greenway Phase 1C)

<u>Pioneer Trail Pedestrian Improvement Phase 2</u>

- *Status: Currently in Planning and Design Phase, Implementation expected in summer of 2024*

The Pioneer Trail Pedestrian Improvement Project Phase II is located primarily between the intersections of Ski Run Blvd. on the west end and Larch Street on the east end (0.45 centerline mile). The project proposes construction of ADA compliant sidewalks, grade crossings, ramps, intersection and parallel parking re-configuration, along both sides of Pioneer Trail. Class 2 bike lanes will also be placed on both sides of Pioneer Trail. Minor drainage improvements, landscaping, signage and sidewalk level lighting will also be constructed. New transit shelters and bus pull outs will be provided along both sides of Pioneer Trail near multi-family residential properties. The project and required CEQA documentation were approved by the Planning Commission at the 2/18/21 meeting.

Figure 6
Pioneer Trail Pedestrian Improvement Project – Phase II



The Tahoe Valley Greenbelt and Stormwater Improvement Project

- *Status: Planning and Design Complete, Implementation expected in 2022 and 2023*

This project includes multi-benefit stormwater, stream environment zone (SEZ) restoration, bicycle and pedestrian improvements and recreational amenities. Water quality and SEZ enhancements will include improving existing drainage ways and drainage systems to spread, treat, infiltrate, and retain flows from roadways, commercial areas, and other high priority, directly connected urban areas. Pedestrian and bicycle enhancements will include improving connectivity within the project area and to regional networks. A Special Use Permit and associated CEQA documentation was approved at the 5/9/2019 Planning Commission meeting.

Lake Tahoe Boulevard Class 1 Multi-Use Trail Project

- *Status: Planning and Design Complete, Implementation expected in 2022*

This project includes a Class 1 Multi-use Trail, Class 2 Bicycle Lanes, sidewalk improvements, landscape buffers, and traffic calming along Lake Tahoe Boulevard between Viking Way and US 50/89 (Emerald Bay Road). Construction is expected to commence in 2021. The project and related CEQA documentation were approved at the 9/12/19 Planning Commission meeting. The project is scheduled to begin construction in May 2022, which should be completed by August 2022.

Bijou Park Class I Bicycle Trail – Greenway Connector

- *Status: Currently in Planning and Design Phase*

This project proposes to construct 0.6 miles of bicycle and pedestrian trail that would link the Al Tahoe Mobility Project constructed in 2020 (Johnson Blvd & Al Tahoe Boulevard) with the CTC Dennis T. Machida Memorial Greenway Trail Phase 1B (Constructed 2021). The trail would be entirely located within the City's Bijou Park Property, with hopes of constructing the project in 2023.

Dennis T. Machida Memorial Trail (CTC Greenway Phase 1C)

- *Status: Funding for initial Planning authorized*

This project is a continuation of multiple phases of the California Tahoe Conservancy's Dennis T. Machida Memorial Greenway Trail Project. This segment (1C) will provide for a multi-use paved trail from the limits of Herbert Avenue to the limits of Ski Run Boulevard and Pioneer Trail. Implementation is anticipated to begin in 2025, pending development of detailed designs and obtaining funding for implementation of the project when plans are developed.

In addition to completed and ongoing projects, during 2021 City staff worked on the following projects pending funding:

1) Johnson Boulevard Bicycle and Pedestrian Improvements (Safe Routes to School, from Al Tahoe Blvd to Johnson Blvd
2) Stateline Avenue Complete Streets Project (Hwy 50 to Lake Shore Blvd)
3) Park Avenue and Lakeshore Boulevard Complete Streets Project (Hwy 50 to Lakeshore Blvd)

4) Sierra Blvd-Palmira Avenue to South Tahoe Bikeway Connector (Connecting Sierra Blvd Complete Streets Project to South Tahoe Bikeway, across Hwy 50)
5) Spruce and Blackwood Complete Streets (Safe Routes to School – Bijou Elementary School)

The existing Transportation & Circulation Element goals are provided below for reference.

**Transportation and Circulation Goals**

Goal TC-1: To develop a transportation network that provides an efficient, comprehensive, and well-maintained roadway system that accommodates vehicular travel while encouraging expanded use of alternative transportation modes.

Goal TC-2: To expand transit services in South Lake Tahoe to provide a viable alternative to the private automobile and enhance mobility for residents and visitors, and work collaboratively to expand public transit options throughout the Tahoe Basin.

Goal TC-3: Expand bicycle and pedestrian activity in the community centers and throughout the city, across all seasons of the year, through enhancements to and maintenance of bike paths, bike lanes, pedestrian paths, and sidewalks.

Goal TC-4: Provide and manage parking to accommodate reasonable auto usage, while minimizing the impacts of excessive parking supply and encouraging use of alternative travel modes.

Goal TC-5: To enhance the Lake Tahoe Airport as a regional hub.

Goal TC-6: Encourage development of waterborne public transportation services that connect with transit, bicycle, and pedestrian facilities.

## Section 8 Public/Quasi-Public Facilities and Services Element

The Public/Quasi-Public Facilities and Services Element contains goals, policies, and implementation measures to the logical and efficient extension and upgrading of services and facilities in South Lake Tahoe.

Recreation and Aquatic Center Project - The construction of a new Recreation and Aquatic Center is part of the larger 56 Acres Master Plan effort and will be considered by the City Council in 2022.

The existing Public/Quasi-Public Facilities and Services Element goals are provided below for reference.

**Public/Quasi-Public Facilities and Services Element**

Goal PQP-1: To ensure the timely maintenance, expansion, and upgrade of public facilities and services for the entire community.

Goal PQP-2: To work with local providers to ensure an adequate and safe water supply and delivery system for the entire community.

Goal PQP-3: To coordinate with South Tahoe Refuse to provide a reliable and environmentally-friendly solid waste collection and diversion program that encourages recycling and re-use.

Goal PQP-4: To protect water quality of streams and Lake Tahoe by reducing pollutant loads associated with urban stormwater runoff.

Goal PQP-5: To deter crime and to meet the growing demands for public services in South Lake Tahoe.

Goal PQP-6: To protect residents, employees, and visitors in South Lake Tahoe from injury and loss of life, and to protect property and businesses from fires.

Goal PQP-7: To coordinate planning efforts with the Lake Tahoe Unified School District, Lake Tahoe Community College, and South Lake Tahoe Library in their efforts to provide for the educational needs of all South Lake Tahoe residents.

Goal PQP-8: To promote the provision of adequate levels of utility services by private companies and to ensure that these are constructed in a fashion that minimizes their negative effects on surrounding development and maximizes energy efficiency.

Goal PQP-9: To expand health and medical facilities and services in South Lake Tahoe to serve residents and visitors.

Goal PQP-10: To relocate and consolidate City-owned and operated public buildings while making them more energy efficient.

## Section 9 Recreation and Open Space Element

The Recreation and Open Space Element contains goals and policies that seek to protect open space and enhance recreational opportunities for South Lake Tahoe residents and visitors.

56-Acre Master Plan – The 56-Acre Master Plan effort is an ongoing collaboration between the City of South Lake Tahoe, El Dorado County, and the California Tahoe Conservancy. This Master Plan will create civic space that will encompass the City Recreation Center, Ice Arena, and Campground and will be considered by the City Council in 2022.

The existing Recreation and Open Space Element goals are provided below for reference.

**Recreation and Open Space Element Goals**

Goal ROS-1: To maintain and expand South Lake Tahoe's public park system and recreational opportunities to meet the needs of residents, employees, and visitors.

Goal ROS-2: To provide areas of permanent construction that include passive recreational opportunities.

## Section 10 Health and Safety Element

The Health and Safety Element includes goals, policies, and actions to address natural hazards such as flooding and wildfires and earthquakes as well as hazards from airplane operations. The Health and Safety Element also includes emergency response and disaster preparedness.

During 2021 several projects and actions were taken to address the Health and Safety Element including the following:

- Measure S, a 1% sale tax for Public Safety, took affect April 1, 2021, which provides funding for public safety and road rehabilitation.
- The City Council approved the Strategic Plan to rehabilitate Fire Station II and provide an annual budget for an additional 7 firefighters.
- South Lake Tahoe Fire Rescue has partnered with the Tahoe Resource Conservation District and received grant funding for two seasonal Defensible Space inspectors. The two Defensible Space Inspectors worked last summer conducting inspections throughout the community and will return for the summer of 2022.
- The City is in the process of updating emergency vehicle radios and portable radios. In addition, a new CAD/RMS software system will be installed for the South Lake Tahoe Dispatch Center.
- The Tahoe Public Safety Radio Communication Tower was review, approved and installed with systems hardware installation work is still in progress.
- Work is ongoing to complete a Local Hazard Mitigation Plan update which will involve amendments to the Health and Safety Element. The City was awarded $93,750 in 2020 from the Robert T. Stafford Emergency Assistance and Disaster Relief Act (Stafford Act) through FEMA and the California Governor's Office of Emergency Services (Cal OES) to complete this update.

The existing Health and Safety Element goals are provided below for reference.

**Health and Safety Element Goals**

Goal HS-1: To plan for, train for, and respond to that incidences and disasters in order to minimize loss of life, major injury, and loss of property.

Goal HS-2: To provide minimize [sic] fire hazards and provide fire protection services that maintain a safe and healthy community.

Goal HS-3: To protect lives and property from seismic and geologic hazards and adverse soil conditions.

Goal HS-4: To protect life and property from seasonal flooding and flooding related to large storm events.

Goal HS-5: To protect and maintain the safety of residents, businesses, and visitors by reducing the threat of avalanches.

Goal HS-6: To protect and maintain the safety of residents, businesses, and visitors by reducing, where possible, eliminating exposure to hazardous materials, waste, and natural substances.

Goal HS-7: To protect and maintain the safety of residents, businesses, and visitors by reducing the threat of aircraft hazards.

Goal HS-8: To protect South Lake Tahoe's residents, workers, and visitors from the harmful and annoying effects of excessive noise exposure.

## Section 11 Natural and Cultural Resources Element

The Natural and Cultural Resources Element addresses the preservation and enhancement of scenic, water, biological, historical and cultural, and mineral resources.

In 2021, the City continued to implement its first Climate Action Plan (CAP), adopted in October of 2020. The CAP serves as a long-term plan to reduce greenhouse gas (GHG) emissions from community activities, as well as prepare for the impacts of climate change. In addition to addressing climate change, the CAP will provide numerous co-benefits. Emissions reduction strategies are crafted to provide benefits to public health and safety, economic sustainability, local environmental quality, community resilience, and equity.

The existing Natural and Cultural Resources Element goals are provided below for reference.

**Natural and Cultural Resources Element Goals**

Goal NCR-1: To protect and enhance the visual connection of South Lake Tahoe's and the Lake Tahoe Basin's scenic resources.

Goal NCR-2: To protect and enhance the clarity of Lake Tahoe and water quality in the area's rivers, creeks, and groundwater.

Goal NCR-3: To protect, restore, and enhance biological habitats and wildlife species in South Lake Tahoe.

Goal NCR-4: To preserve and maintain sites and structures that serve as significant, visible connections to South Lake Tahoe's social, cultural, and architectural history.

NCR-5: To incorporate air quality transportation improvements and emission reductions directly with land use and transportation planning.

Goal NCR-6: To encourage energy conservation in new and existing developments in order to reduce greenhouse gas emissions, limit their effect on global warming, and to create a more sustainable environment.

## Section 12 Neighborhood Priority Lists

The Neighborhood Priority Lists chapter of the General Plan includes proposed land use, economic development, transportation, and housing actions for the City's different neighborhoods. It should be noted that two community plans (Stateline/Ski Run and Tahoe Valley) have since been replaced with two new Area Plans (Tourist Core Area Plan and Tahoe Valley Area Plan).

Ongoing Neighborhood Priority Efforts:

- Continued implementation of the Tahoe Valley Area Plan which includes improvements identified for the Tahoe Valley Community Plan, Tahoe Valley, Tahoe Valley Node, Tahoe Island, Gardner Mountain, Bonanza, Barton, and Winnemucca areas.
- Continued street repair and repaving in neighborhoods.
- Neighborhood traffic calming measures.

# APPENDIX 1

# CITY OF SOUTH LAKE TAHOE HOUSING ELEMENT ANNUAL PROGRESS REPORT

# CALENDAR YEAR 2021

| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Year** | 2021 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 5th Cycle | 10/31/2013 - 10/31/2021 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

(CCR Title 25 §6202)

**Note: "+" indicates an optional field**

Cells in grey contain auto-calculation formulas

### Table A
### Housing Development Applications Submitted

| Project Identifier | | | | | Unit Types | | Date Application Submitted | Proposed Units - Affordability by Household Incomes | | | | | | | | Total Approved Units by Project | Total Disapproved Units by Project | Streamlining | Density Bonus Applications | | Application Status | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 2 | 3 | 4 | 5 | | | | | | | 6 | 7 | 8 | 9 | 10 | | 11 | 12 |
| Prior APN+ | Current APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID+ | Unit Category (SFA,SFD,2 to 4,5+,ADU,MH) | Tenure R=Renter O=Owner | Date Application Submitted+ (see instructions) | Very Low-Income Deed Restricted | Very Low-Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non Deed Restricted | Above Moderate-Income | Total PROPOSED Units by Project | Total APPROVED Units by project | Total DISAPPROVED Units by Project | Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining) | Was a Density Bonus requested for this housing development? | Was a Density Bonus approved for this housing development? | Please indicate the status of the application. | Notes+ |
| Summary Row: Start Data Entry Below | | | | | | | | 0 | 0 | 0 | 0 | 3 | 0 | 89 | 92 | 0 | 0 | | | | | |
| | 029441004 & 029240011 | 3794 MONTREAL ROAD | | 21-015 | 2 to 4 | R | 1/28/2021 | | | | | | | 4 | 4 | | | No | No | N/A | Approved | |
| | 23241042 | 2160 BARTON AVENUE | | 21-032 | 5+ | R | 4/5/2021 | | | | | | | 14 | 14 | | | No | No | N/A | Approved | |
| | 027072032 & 027072010 | 3708 LAKE TAHOE BOULEVARD | | 21-142 | 5+ | R | 6/30/2021 | | | | | | | 14 | 14 | | | No | No | N/A | Pending | |
| | 2214103100 | 2125 TEXAS AVE | | 21020003 | SFD | O | 2/1/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 3035215100 | 3748 VERDON LN | | 21020096 | SFD | O | 2/19/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2369407100 | 701 PANTHER LN | | 21020101 | SFD | O | 2/22/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2907102100 | 4025 LAKESHORE BLVD | | 21030003 | SFD | O | 3/1/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 3112210100 | 2613 ELWOOD AVE | | 21030014 | SFD | O | 3/3/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2713410100 | 1101 SONORA AVE | | 21030074 | SFD | O | 3/18/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2344209100 | 636 TATA LN | | 21030098 | SFD | O | 3/23/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2610523100 | 835 LOS ANGELES | | 21030100 | SFD | O | 3/23/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2220014100 | 620 TAHOE KEYS BLVD | | 21030102 | SFD | O | 3/23/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2938119100 | 1036 CELLADOR RD | | 21030113 | SFD | O | 3/25/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2938120100 | 1040 CELLADOR RD | | 21030114 | SFD | O | 3/25/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2612236100 | 676 EL DORADO AVE | | 21030125 | SFD | O | 3/26/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2608214100 | 962 SAN JOSE AVE | St Josseph Land Trust | 21030150 | SFD | O | 3/31/2021 | | | | | 1 | | | 1 | | | No | No | N/A | Pending | |
| | 2608213100 | 958 SAN JOSE AVE | St Josseph Land Trust | 21030151 | SFD | O | 3/31/2021 | | | | | 1 | | | 1 | | | No | No | N/A | Pending | |
| | 2318228100 | 906 EMERALD BAY RD # A | | 21040001 | SFD | O | 4/1/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2318228100 | 906 EMERALD BAY RD # C | | 21040003 | SFD | O | 4/1/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2318228100 | 906 EMERALD BAY RD # B | | 21040004 | SFD | O | 4/1/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2318228100 | 906 EMERALD BAY RD # D | | 21040005 | SFD | O | 4/1/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2318228100 | 906 EMERALD BAY RD # E | | 21040006 | SFD | O | 4/1/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2318228100 | 906 EMERALD BAY RD # F | | 21040007 | SFD | O | 4/1/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2608215100 | 3141 RIVERSIDE AVE | St Josseph Land Trust | 21040011 | SFD | O | 4/1/2021 | | | | | 1 | | | 1 | | | No | No | N/A | Pending | |
| | 2315206100 | 660 EMERALD BAY RD | | 21040013 | SFD | O | 4/1/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2364402100 | 704 TAHOE ISLAND DR | | 21040029 | SFD | O | 4/7/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2231105100 | 1591 VENICE DR | | 21040053 | SFD | O | 4/12/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 3225224100 | 1284 TATA LN | | 21040094 | SFD | O | 4/19/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2529108100 | 1308 GILMORE LAKE RD | | 21040130 | SFD | O | 4/26/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 3118210100 | 1169 STOCKTON AVE | | 21050080 | SFD | O | 5/17/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 3116219100 | 1110 CHARLES AVE | | 21050093 | SFD | O | 5/18/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2608104100 | 910 SAN JOSE AVE | | 21050115 | SFD | O | 5/21/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 3226105100 | 1327 TATA LN | | 21060007 | SFD | O | 6/3/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2537532100 | 3348 MT ROSE RD | | 21060022 | SFD | O | 6/7/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2608818100 | 936 TALLAC AVE | | 21060029 | SFD | O | 6/8/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2374428100 | 2258 COLORADO AVE | | 21060032 | SFD | O | 6/9/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2355407100 | 678 ANITA DR | | 21060047 | SFD | O | 6/10/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2614603100 | 2911 OAKLAND AVE | | 21060068 | SFD | O | 6/11/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2354201100 | 2131 HARVARD AVE | | 21070109 | SFD | O | 7/23/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2522307100 | 1363 SUSIE LAKE RD | | 21070128 | SFD | O | 7/27/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 3228215100 | 1243 MARGARET AVE | | 21070130 | SFD | O | 7/27/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2724128100 | 1092 BIJOU ST | | 21070143 | SFD | O | 7/28/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2944104100 | 3794 MONTREAL RD | | 21070151 | SFD | O | 7/29/2021 | | | | | | | 4 | 4 | | | No | No | N/A | Pending | |
| | 2626106100 | 974 CAVE ROCK AVE | | 21080010 | SFD | O | 8/3/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2909114100 | 919 LAKE RD | | 21080012 | SFD | O | 8/3/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2368301100 | 946 LINDA AVE | | 21080031 | SFD | O | 8/6/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2375304100 | 2279 TEXAS AVE | | 21080033 | SFD | O | 8/6/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 3109204100 | 1044 WILLIAM AVE | | 21080054 | 2 to 4 | R | 8/11/2021 | | | | | | | 2 | 2 | | | No | No | N/A | Approved | |
| | 3225230100 | 1911 F ST | | 21080070 | SFD | O | 8/12/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2230111100 | 2051 ALOHA DR | | 21080134 | SFD | O | 8/30/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 3123314100 | 2649 FOUNTAIN AVE | | 21090034 | SFD | O | 9/14/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2337217100 | 1116 WINNEMUCCA AVE | | 21090069 | SFD | O | 9/20/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2525204100 | 1232 HEATHER LAKE RD | | 21100020 | SFD | O | 10/5/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2314129100 | 648 JAMES AVE | | 21100077 | SFD | O | 10/14/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2607403100 | 3112 FRESNO AVE | | 21110026 | SFD | O | 11/8/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2816114100 | 4273 SADDLE RD | | 21120014 | SFD | O | 12/2/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2217142100 | 438 CHRISTIE DR | | 21120017 | SFD | O | 12/3/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |
| | 2612236100 | 676 EL DORADO AVE | | 21120035 | ADU | R | 12/8/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Approved | |
| | 2714110100 | 3820 FOREST AVE | | 21120085 | SFD | O | 12/30/2021 | | | | | | | 1 | 1 | | | No | No | N/A | Pending | |

| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Year** | 2021 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 5th Cycle | 10/31/2013 - 10/31/2021 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in gray contain auto-calculation formulas

### Table A2
### Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 2 | 3 | 4 | | | | | | | 5 |
| Prior APN+ | Current APN | Street Address | Project Name+ | Local Jurisdiction Tracking ID+ | Unit Category (SFA,SFD,2 to 4,5+,ADU,MH) | Tenure R=Renter O=Owner | Very Low- Income Deed Restricted | Very Low- Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate- Income Deed Restricted | Moderate- Income Non Deed Restricted | Above Moderate- Income | Entitlement Date Approved |
| Summary Row: Start Data Entry Below | | | | | | | 0 | 0 | 248 | 0 | 0 | 0 | 47 | 12/9/2021 |
| | 013120207 | 941 EMERALD BAY ROAD | | 20-087 | 2 to 4 | R | | | | | | | 3 | 12/9/2021 |
| | 029441004 & 029240011 | 3798 MONTBLAN ROAD | | 21-015 | 2 to 4 | R | | | | | | | 4 | 3/26/2021 |
| | 032410042 | 2160 BARTON AVENUE | | 21-032 | 5+ | R | | | | | | | 14 | 10/19/2021 |
| | 012200012 | 941 SILVER DOLLAR | | 20-101 | 5+ | R | | | | | | | 20 | 8/17/2021 |
| | 032410026 | 1850 LAKE TAHOE | SUGAR PINE VILLAGE | 20-200 | 5+ | R | | | 35 | | | | | 1/22/2021 |
| | 032910026 | 1860 LAKE TAHOE BOULEVARD | SUGAR PINE VILLAGE | 20-200 | 5+ | R | | | 210 | | | | | 1/22/2021 |
| | 013120026 | 956 EMERALD BAY ROAD | | 20-202 | 5+ | R | | | | | | | 6 | 4/21/2021 |
| | 026112010 | 1551 AL TAHOE BLVD | | 19120116 | SFD | O | | | | | | | | |
| | 026611310 | 2131 BELLEVUE AVE | | 19120121 | SFD | O | | | | | | | | |
| | 026218100 | 1389 HERBERT AVE | | 19120137 | SFD | O | | | | | | | | |
| | 015080130 | 1340 BEND AVE | | 20080139 | SFD | O | | | | | | | | |
| | 032410130 | 2180 BARTON AVE | | 20080140 | SFD | O | | | | | | | | |
| | 031411150 | 2319 IDAHO AVE | | 20090037 | SFD | O | | | | | | | | |
| | 026951210 | 647 GARDNER ST | | 20090149 | SFD | O | | | | | | | | |
| | 026180100 | 2200 WARNREDI DR | | 20100050 | SFD | O | | | | | | | | |
| | 037624100 | 934 SECRET HARBOR DR | | 20100005 | SFD | O | | | | | | | | |
| | 034602010 | 3845 FIGUEROA LN | | 20100015 | SFD | O | | | | | | | | |
| | 027410310 | 2325 TEXAS AVE | | 21020003 | SFD | O | | | | | | | | |
| | 027410130 | 2375 TEXAS AVE | | 21020004 | SFD | O | | | | | | | | |
| | 036940100 | 701 PINEVIEW LN | | 21020101 | SFD | O | | | | | | | | |
| | 026210230 | 2024 LAKESHORE BLVD | | 21020003 | SFD | O | | | | | | | | |
| | 011221010 | 2613 ELWOOD AVE | | 21030014 | SFD | O | | | | | | | | |
| | 022001410 | 930 TAHOE KEYS BLVD | | 21030102 | SFD | O | | | | | | | | |
| | 051220810 | 976 EL DORADO AVE | | 21030105 | SFD | O | | | | | | | | |
| | 013520810 | 956 EMERALD BAY RD # A | | 21040001 | SFD | O | | | | | | | | |
| | 013520810 | 956 EMERALD BAY RD # C | | 21040003 | SFD | O | | | | | | | | |
| | 013520810 | 956 EMERALD BAY RD # B | | 21040004 | SFD | O | | | | | | | | |
| | 013520810 | 956 EMERALD BAY RD # D | | 21040005 | SFD | O | | | | | | | | |
| | 013520810 | 956 EMERALD BAY RD # E | | 21040006 | SFD | O | | | | | | | | |
| | 013520810 | 956 EMERALD BAY RD # F | | 21040007 | SFD | O | | | | | | | | |
| | 036462100 | 134 TATA ISLAND DR | | 21040029 | SFD | O | | | | | | | | |
| | 022522410 | 1394 TATA LN | | 21040094 | SFD | O | | | | | | | | |
| | 032410010 | 1308 GILMORE LAKE RD | | 21040133 | SFD | O | | | | | | | | |
| | 011821030 | 1169 STOCKTON AVE | | 21050060 | SFD | O | | | | | | | | |
| | 011821030 | 1110 CHABLIS AVE | | 21050061 | SFD | O | | | | | | | | |
| | 032810410 | 310 SAN JOSE AVE | | 21050113 | SFD | O | | | | | | | | |
| | 022610230 | 1327 TATA LN | | 21060001 | SFD | O | | | | | | | | |
| | 032681810 | 936 TALLAC AVE | | 21060029 | SFD | O | | | | | | | | |
| | 031440830 | 2294 COLORADO AVE | | 21060052 | SFD | O | | | | | | | | |
| | 036420100 | 2131 HARVARD AVE | | 21070109 | SFD | O | | | | | | | | |
| | 032810210 | 1363 MARGARET AVE | | 21070116 | SFD | O | | | | | | | | |
| | 022522120 | 1340 BEGGS AVE | | 21070135 | SFD | O | | | | | | | | |
| | 027412810 | 1092 BUCKI ST | | 21070143 | SFD | O | | | | | | | | |
| | 062610610 | 974 CAVE ROCK AVE | | 21080016 | SFD | O | | | | | | | | |
| | 037636410 | 2279 TEXAS AVE | | 21080033 | SFD | O | | | | | | | | |
| | 015020410 | 1344 WILLIAM AVE UNIT A | | 21080054 | 2 to 4 | R | | | | | | | | |
| | 022520120 | 1311 J ST | | 21080070 | SFD | O | | | | | | | | |
| | 022611110 | 2331 ALOHA DR | | 21080134 | SFD | O | | | | | | | | |
| | 015020410 | 1344 WILLIAM AVE UNIT B | | 21100043 | 2 to 4 | R | | | | | | | | |
| | 051220810 | 976 EL DORADO AVE | | 21120035 | ADU | R | | | | | | | | |
| | 032661010 | 1301 O MALLEY DR | | 21090032 | SFD | O | | | | | | | | |
| | 020190700 | 2137 VENICE DR | | 17110068 | SFD | O | | | | | | | | |
| | 032680810 | 2674 KUBEL AVE | | 17120046 | SFD | O | | | | | | | | |
| | 051210100 | 744 EL DORADO AVE | | 18080036 | SFD | O | | | | | | | | |
| | 026540210 | 726 ALAMEDA AVE | | 19040027 | SFD | O | | | | | | | | |
| | 026513100 | 553 TAHOE ISLAND DR | | 19070068 | SFD | O | | | | | | | | |
| | 026732100 | 866 ALAMEDA AVE | | 19100101 | SFD | O | | | | | | | | |
| | 022920810 | 1105 DEO AVE | | 19120008 | SFD | O | | | | | | | | |
| | 061121100 | 933 MODESTO AVE | | 19120023 | SFD | O | | | | | | | | |
| | 021408810 | 1144 BONANZA AVE | | 19120037 | SFD | O | | | | | | | | |
| | 036620410 | 1710 TATA LN | | 19120049 | SFD | O | | | | | | | | |
| | 031411010 | 2319 IDAHO AVE | | 19120050 | SFD | O | | | | | | | | |
| | 061340710 | 910 SONOMA AVE | | 19120088 | SFD | O | | | | | | | | |
| | 013141010 | 939 TANGLEWOOD DR | | 19120122 | SFD | O | | | | | | | | |
| | 032611010 | 1319 GILMORE LAKE RD | | 19120124 | SFD | O | | | | | | | | |
| | 032420510 | 1112 TATA LN | | 19120127 | SFD | O | | | | | | | | |
| | 035520110 | 2574 APRIL DR | | 19120138 | SFD | O | | | | | | | | |
| | 021411150 | 1149 BONANZA AVE # A | | 19120139 | 2 to 4 | R | | | | | | | | |
| | 021411150 | 1149 BONANZA AVE # B | | 19120140 | 2 to 4 | R | | | | | | | | |
| | 021411150 | 1149 BONANZA AVE | | 19120141 | 2 to 4 | R | | | | | | | | |
| | 021411150 | 1149 BONANZA AVE | | 19120142 | 2 to 4 | R | | | | | | | | |
| | 037451100 | 780 MICHAEL DR | | 20060007 | SFD | O | | | | | | | | |
| | 015010230 | 2267 SILVER TIP AVE | | 20070097 | SFD | O | | | | | | | | |
| | 015010130 | 2271 SILVER TIP AVE | | 20080088 | SFD | O | | | | | | | | |
| | 036462100 | 694 HAZEL DR | | 20090052 | SFD | O | | | | | | | | |

| Affordability by Household Incomes - Building Permits | | | | | | | | | Affordability by Household Incomes - Certificates of Occupancy | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6 | | 7 | | | | | | | 8 | 9 | 10 | | | | | | | 11 | 12 | 13 | 14 | 15 | 16 |
| # of Units Issued Entitlements | Very Low- Income Deed Restricted | Very Low- Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate- Income Deed Restricted | Moderate- Income Non Deed Restricted | Above Moderate- Income | Building Permits Date Issued | # of Units Issued Building Permits | Very Low- Income Deed Restricted | Very Low- Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate- Income Deed Restricted | Moderate- Income Non Deed Restricted | Above Moderate- Income | Certificates of Occupancy or other forms of readiness (see instructions) Date Issued | # of Units Issued Certificates of Occupancy or other forms of readiness | How many of the units were Extremely Low Income?* | Was Project APPROVED using GC 65915.4(b)? (SB 35 Streamlining) Y/N | Infill Units? Y/N* | Assistance Programs for Each Development: (may select multiple - see instructions) |
| 295 | 0 | 0 | 0 | 0 | 0 | 0 | 43 | | 43 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | | 26 | 8 | N | 3 | |
| 0 | | | | | | | | | 0 | | | | | | | | | 0 | | N | | |
| 4 | | | | | | | | | 0 | | | | | | | | | 0 | | N | | |
| 14 | | | | | | | | | 0 | | | | | | | | | 0 | | N | | |
| 20 | | | | | | | | | 0 | | | | | | | | | 0 | | N | | |
| 49 | | | | | | | | | 0 | | | | | | | | | 0 | | Y | | |
| 210 | | | | | | | | | 0 | | | | | | | | | 0 | | Y | | |
| 6 | | | | | | | | | 0 | | | | | | | | | 0 | | N | | |
| | | | | | | | | | 0 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 5/4/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/14/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 7/23/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 9/21/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 3/17/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 3/11/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 8/3/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 4/14/2021 | 1 | | | | | | | 1 | 10/20/2021 | 1 | | N | | |
| | | | | | | | 1 | 10/6/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 5/19/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 5/20/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 5/20/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 5/18/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/10/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 8/4/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/25/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/2/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/2/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/2/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/2/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/2/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/2/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 6/25/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 5/12/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 5/20/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 7/28/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 7/28/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 8/19/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 8/25/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 9/20/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 9/30/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 8/19/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 9/28/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 9/28/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 10/6/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 10/6/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 9/28/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 10/4/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 10/13/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 10/6/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | 1 | 12/17/2021 | 1 | | | | | | | | | 0 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 10/15/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 2/18/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 4/9/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 5/14/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 12/18/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 2/3/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 7/2/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 3/3/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 10/13/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 6/24/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 2/5/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 10/20/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 4/7/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 1/8/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 11/7/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 10/20/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 10/20/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 7/26/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 7/26/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 7/26/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 7/26/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 3/12/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 5/4/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 5/4/2021 | 1 | | N | | |
| | | | | | | | | | 0 | | | | | | | 1 | 7/30/2021 | 1 | | N | | |

| Housing with Financial Assistance and/or Deed Restrictions | | Housing without Financial Assistance or Deed Restrictions | Term of Affordability or Deed Restriction | Demolished/Destroyed Units | | | Density Bonus | | | | Notes | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 17 | | 18 | 19 | 20 | | | 21 | 22 | 23 | 24 | 25 | |
| Deed Restriction Type (may select multiple - see instructions) | | For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions) | Term of Affordability or Deed Restriction (years) (If affordable in perpetuity enter 1000)* | Number of Demolished/Destroyed Units | Demolished or Destroyed Units | Demolished/Destroyed Units Owner or Renter | Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area) | Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions) | List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications) | Did the project receive a reduction or waiver of parking standards? (Y/N) | Notes* | |
| | | | | 4 | | 6 | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Other | | | | | | | | | | | | |
| Other | | | | | | | | | | | | |
| | | | | | | | | | | | DEED RESTRICTED DUE TO FUNDING SORCES AND EXECUTIVE ORDER N-06-19 | |
| | | | | | | | | | | | DEED RESTRICTED DUE TO FUNDING SORCES AND EXECUTIVE ORDER N-06-19 | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | |

| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Year** | 2021 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 5th Cycle | 10/31/2013 - 10/31/2021 |

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

### Table B
### Regional Housing Needs Allocation Progress
### Permitted Units Issued by Affordability

| Income Level | | 1 | 2 | | | | | | | | | 3 | 4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | RHNA Allocation by Income Level | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | Total Units to Date (all years) | Total Remaining RHNA by Income Level |
| Very Low | Deed Restricted | 54 | 24 | - | - | - | - | - | - | - | - | 24 | 30 |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | | |
| Low | Deed Restricted | 38 | 23 | - | - | - | - | - | 1 | - | - | 24 | 14 |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | | |
| Moderate | Deed Restricted | 63 | 1 | - | - | - | - | - | - | - | - | 19 | 44 |
| | Non-Deed Restricted | | 4 | - | - | - | 4 | - | 10 | - | - | | |
| Above Moderate | | 181 | 36 | 59 | 34 | 34 | 35 | 55 | 27 | 19 | 42 | 341 | - |
| Total RHNA | | 336 | | | | | | | | | | | |
| Total Units | | | 88 | 59 | 34 | 34 | 39 | 55 | 38 | 19 | 42 | 408 | 88 |

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

# ANNUAL ELEMENT PROGRESS REPORT
## Housing Element Implementation

(CCR Title 25 §6202)

| Jurisdiction | South Lake Tahoe | |
|---|---|---|
| Reporting Year | 2021 | (Jan. 1 - Dec. 31) |

**Table D**

**Program Implementation Status pursuant to GC Section 65583**

**Housing Programs Progress Report**

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

| 1 | 2 | 3 | 4 |
|---|---|---|---|
| **Name of Program** | **Objective** | **Timeframe in H.E** | **Status of Program Implementation** |
| Mixed-Use Development | Incentivize Mixed Use Development | FY 14/15 | The City encourages mixed-use development within theTourist Core Area Plan and the Tahoe Valley Area Plan which allows maximum density for mixed-use projects within Town Centers. |
| Condominiumization of New Development | Modify Allocation Process | FY 14/15 | The City has modified the residential allocation process to reserve residential allocations for use within the City's town center district and encourages condominiumzation of these units. In addtion, there is no cap on the number of residential allocaitons that can be used in the town center. |
| Reduce Allocation Backlog | Identify Solutions | Annually | Completed |
| Vacant Land Inventory | Maintain Updated Inventory | FY 14/15 Ongoing | The City continues to maintain a GIS database of all parcels including vacant parcels on the City website. |
| Development of Substandard/Underutilized Sites | Development of Substandard/Underutilized Sites | FY 14/15 Ongoing | The City included information on underutilized sites in the Tourist Core Area Plan and the Tahoe Valley Area Plan. |
| Parking Best Practices | Allow Flexible Parking Standards | Ongoing | The City updated the City Development Code, including revising the parking ratios. The Residential Development and Design Standards reduce parking ratios for multi-family residential development. |
| Utilizing Density Incentives | Direct Multi-family Development to Plan Areas with Incentives | FY 15/16 | The City continues to encourage development within the Tourist Core and Tahoe Valley Area Plans where higher density is permitted. The City has not yet updated the Title 6 to permit density bonuses consistent with state law since it is inconsistant with TRPA density standards. |
| Clarifying the Development Process | Continue to Provide Information to Developers and Builders | Ongoing | The City continues to meet with developers and builders to discuss the development process, including the new TRPA Conversion program. |
| Clarify How Residential Care Facilities Are Allowed Per State Law | Amend Zoning Code | FY 15/16 | City staff continues to work on updating the City Code which will bring residential care facilities into conformance with state law. |
| Small Lot Consolidation | Incentivize and Encourage Lot Consolidation | FY 14/15 Ongoing | City staff updated Title 6, Development Services, of the City Code which includes incentives for lot consolidation. |
| Pursue State and Federal Funds | Obtain Funding to Create and Support Affordable Housing | FY 14/15 Ongoing | CDBG and HOME program income is being used toward implimentation of the Sugar Pine Village affordable housing project and is worked on applications for new state or federal funds during 2021. |
| Linkage Program | Consider Adoption of Linkage Ordinance | FY 15/16 | Not yet considered. |
| Partnerships for Workforce Housing | Continue to Develop Partnerships | Ongoing | The City continues to work with many stakeholders to develop new housing, including Lake Tahoe Community College, the Tahoe Prosperity Center, and St. Joseph's Community Land Trust |
| Inter-Jurisdictional Cooperation for Workforce Housing | Continue to Work with Surrounding Jurisdictions on Workforce Housing | Ongoing | The City continues to work with TRPA to remove regulatory barriers to the development of housing in South Lake Tahoe. The City has been a member of the TRPA Housing and Community Revitalization Group (est in 2020). This new TRPA initiative is developing housing action priorities to bring to the TRPA Governing Board. In 2021, TRPA adopted code amendments related to secondary residences (ADUs). |
| Analysis of Federal and State Lands | Identify Lands with Development Potential | Ongoing | The City continues to work with the California Tahoe Conservancy to develop its asset lands and approved applications for 248 units of deed restricted affordable housing reviewed under SB 35 during 2021. The City is also reviewing another CTC asset parcel mixed-use development at 2070 Lake Tahoe Blvd that will include 70 units of deed restricted "achievable" housing (125% of Median Income). |
| Student Housing | Examine Need for and Feasibliity of Student Housing | FY 15/16 | The City continues to support Lake Tahoe Community College in their planning for future student and employee housing. |
| Assist Nonprofit Housing Developers | Provide Support | Ongoing | The City has continued to support housing developers for developing and maintaining affordable housing, such as the 76 unit Sierra Gardens. In 2021, the City provided three City owned parcels to St. Joseph's Community Land Trust for the development of 3 single family homes for moderate income households (Riverside Parcels). |
| First-Time Homebuyer Program Administration Partnering | Identify Agencies or Organizations Able to Administer Program | FY 14/15 | The City has not identified agencies or organizations interested in administering the First-Time Homebuyer Program. |
| Mitigation of TRPA Regulations | Reduce Restrictions on Affordable Housing Development | FY 15/16 Ongoing | The City continues to work with TRPA to remove barriers to affordable housing development. The new TRPA conversion program expands the ability to acquire bonus units from TRPA for affordable housing. Through TRPA's Housing and Community Revitalization Group, the City is working to adopt new noticing and coverage requirements in TRPA Code for secondary residences (ADUs). |
| Public Education | Continue to Inform Public | Ongoing | The City continues to work with property owners and the public at large concerning affordable housing opportunities, including accessory dwelling units and TRPA bonus units for affordable housing. |
| Publicize Available Programs | Continue to Publicize Programs | Ongoing | The City continues to work with property owners and the public at large concerning affordable housing opportunities, including accessory dwelling units and TRPA bonus units for affordable housing. |
| Rehabilitation Loan Program Administration Partnering | Identify Agencies or Organizations Able to Administer Program | FY 14/15 Ongoing | The City has not identified agencies or organizations interested in administering a Rehabilitation Loan Program. |
| Multiple Family Dwelling Inspection and Maintenance Program | Continue to Operate and Expand Program | Ongoing | The City continues to carry out a robust multi-family inspection program which applies to all properties with 6 or more units. During 2021 the City conducted 123 site visits for multi-family units and certified 225 multi-family units. |

| | | | |
|---|---|---|---|
| Mobile Home Parks Ordinances | Modify Ordinances | FY 14/15 | City staff updated Title 6, Development Services, of the City Code, which addresses mobile home park requirements, including minimum parcel sizes, design, and amenities. The new Residential Development and Design Standards reduces the minimum parcel size for mobile home parks from 10 to 5 acres. |
| Acquisition of At-Risk Properties | Continue to Assist Organizations | FY 14/15 Ongoing | The City continues to work with non-profits to maintain and preserve existing subsidized rental housing in the City, such as Sierra Gardens. |
| Analysis of Barriers to Motel Conversions | Analyze Barriers | FY 15/16 | The City continues to operate the Single Room Occupancy Program, which allows hotel and motel owners to upgrade units as long term rental units. During 2021, the City conducted 12 SRO site vists and certified 53 SRO units. |
| Housing Condition Survey | Enforce Codes to Improve Condition of Existing Housing Stock | FY 21/22 | The City continues to enforce Codes including Housing, Health and Safety and City Codes, primarily through the multi-family dwelling inspeciton program and housing hotline. A new housing condition survey was carried out in 2019 and will be used to inform the preparation of the 2022 Housing Element update. |
| Reasonable Accommodation and Land Coverage | Adopt Ordinance or Procedure | FY 14/15 | City staff updated Title 6, Development Services, which includes a new section on reasonable accommodation. |
| Universal Design | Adopt Design Standards | FY 14/15 | City staff updated Title 6, Development Services, which includes universal design standards and/or visitability standards. |
| Family Housing | Provide Regulatory Incentives | Ongoing | City staff continues to work on the update of Title 6, Development Services, which will include incentives for development of 3 and 4 bedroom units. |
| Employee Housing Act Compliance | Amend Zoning Code | FY 15/16 | City staff updated Title 6, Development Services, which will includes employee housing regulations consistent with state law. |
| Special Needs Housing | Implement Incentives and Seek Funding | Ongoing | City staff updated Title 6, Development Services, which includes incentives for special needs housing. |
| Housing Issues Hotline | Continue to Offer Service | Ongoing | The City continues to provide this service. |
| Green Building Incentives Program | Continue to Implement Program | Continue to Implement Program | The City has incorporated the Green Building Incentive Program into the Tourist Core Area Plan and the Tahoe Valley Area Plan. |
| Energy Conservation | Provide Information and Enforce State Requirements | Ongoing | The City continues to enforce the Building Code and Green Code energy conservation regulations. The City also provides information regarding energy conservation programs at the Permit Center. |
| Maintaining Neighborhood Character | Maintain Character While Integrating Affordable Housing | Ongoing | The Tahoe Valley Area Plan specifically addresses the requirement to develop consistent with existing community character through policy and design standards. |
| Amenities for New Residential Development | Modify Design Guidelines | FY 15/16 | City staff updated of Title 6, Development Services, which includes requirements to provide amenities for residential developments of 12 units or greater. |
| Implementation Tracking Matrix | Track Progress of Housing Element Programs | Ongoing | The City continues to track progress of the 2014 Housing Element. |
| Staff Meetings | Coordinate Implementation of Housing Element Programs | Weekly | City staff discusses projects implementing the Housing Element during Development Review Team Meetings and weekly staff meetings. |
| Reporting Housing Element Implementation | Complete and Submit This Report | Complete and Submit this Report | Completed for 2021 |
| | | | |
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**General Comments**

| | | |
|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Period** | 2021 | (Jan. 1 - Dec. 31) |

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT**
**Housing Element Implementation**
(CCR Title 25 §6202)

**Table H**
**Locally Owned Surplus Sites**

| Parcel Identifier | | | | Designation | Size | Notes |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| **APN** | **Street Address/Intersection** | **Existing Use** | **Number of Units** | **Surplus Designation** | **Parcel Size (in acres)** | **Notes** |
| Summary Row: Start Data Entry Below | | | | | | |
| 025-061-039 | Segment of Martin Avenue and a small sliver south of Marie Ave. bridge upstream along Trout Creek | Vacant | | Exempt Surplus Land | 1.26 | Exchange for state agency conservation use |
| 025-061-037 | Martin Ave. - 1st "Parcel" Upstream of Roadway | Vacant | | Exempt Surplus Land | 21.53 | Exchange for state agency conservation use |
| 025-081-013 | Mid-Section with Confluence of Trout & Cold Creek. | Vacant | | Exempt Surplus Land | 57.07 | Exchange for state agency conservation use |
| 080-010-013 | Outside City Limits & Borders Pioneer Trail | Vacant | | Exempt Surplus Land | 20.82 | Exchange for state agency conservation use |
| 025-091-012 | Cold Creek Section with Lake Christopher | Vacant | | Exempt Surplus Land | 22.27 | Exchange for state agency conservation use |
| 080-020-008 | Cold Creek Section Above Pioneer Trail | Vacant | | Exempt Surplus Land | 54.836 | Exchange for state agency conservation use |
| 023-685-001 | 2180 Washington Ave | Vacant | | Surplus Land | 0.22 | |
| 031-030-020 | 948 **Link** Road | Vacant | | Surplus Land | 1.22 | |
| 031-030-039 | **Link** Road | Vacant | | Surplus Land | 2.23 | |
| 031-030-024 | **Link** Road | Vacant | | Exempt Surplus Land | 0.08 | Less than 5,000 sf |
| 029-170-001 | 3900 Lake Tahoe Blvd | Vacant | | Surplus Land | 0.34 | STRSA Long Range Property Management Plan |
| 029-170-002 | 3908 Lake Tahoe Blvd | Vacant | | Surplus Land | 0.82 | STRSA Long Range Property Management Plan |
| 026-082-013, -014, and -015 | 958 and 962 San Jose Ave and 3141 Riverside Ave | Vacant | | Exempt Surplus Land | 0.34 | STRSA Long Range Property Management Plan with an exclusive negotiating agreement or legally binding agreement for disposition entered into not later than December 31, 2020. The disposition must be completed not later than December 31, 2022. HCD confirmed exempt surplus land status under Gov. Code section 54234(b)(1) in an email dated Oct. 25, 2021. |
| 032-311-008 | 1180 Julie Lane | Vacant | | Exempt Surplus Land | 0.59 | Exchange for other public agency use |
| 032-314-012 | 1160 Industrial Avenue | Vacant | | Exempt Surplus Land | 1.57 | Exchange for other public agency use |
| 026-113-007 | 3069 Lake Tahoe Boulevard | Public Facilities | | Surplus Land | 0.13 | |
| 026-113-008 | 981 Modesto Avenue | Public Facilities | | Surplus Land | 0.14 | |
| 026-113-009 | 977 Mondesto Avenue | Public Facilities | | Surplus Land | 0.14 | |
| 026-050-004 | 1160 Rufus Allen Blvd. | Public Facilities | | Exempt Surplus Land | 15 | The City entered into an agreement with El Dorado County, dated February 22, 2022, which includes a land swap with the County of approximately 10.35 acres of this parcel in exchange for approximately 9.112 acres of County land for the construction of a new Multi-Generational Recreation Center. HCD confirmed exempt surplus land status under Gov. Code section 54421(f)(1)(D) in an email dated February 1, 2022 |
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|---|---|---|
| **Jurisdiction** | South Lake Tahoe | |
| **Reporting Year** | 2021 | (Jan. 1 - Dec. 31) |
| **Planning Period** | 5th Cycle | 10/31/2013 - 10/31/2021 |

| Building Permits Issued by Affordability Summary | | |
|---|---|---|
| **Income Level** | | **Current Year** |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 43 |
| Total Units | | **43** |

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

| Units by Structure Type | Entitled | Permitted | Completed |
|---|---|---|---|
| SFA | 0 | 0 | 0 |
| SFD | 0 | 40 | 22 |
| 2 to 4 | 7 | 2 | 4 |
| 5+ | 288 | 0 | 0 |
| ADU | 0 | 1 | 0 |
| MH | 0 | 0 | 0 |
| **Total** | **295** | **43** | **26** |

| Housing Applications Summary | |
|---|---|
| Total Housing Applications Submitted: | 59 |
| Number of Proposed Units in All Applications Received: | 92 |
| Total Housing Units Approved: | 0 |
| Total Housing Units Disapproved: | 0 |

| Use of SB 35 Streamlining Provisions | |
|---|---|
| Number of Applications for Streamlining | 0 |
| Number of Streamlining Applications Approved | 0 |
| Total Developments Approved with Streamlining | 0 |
| Total Units Constructed with Streamlining | 0 |

| Units Constructed - SB 35 Streamlining Permits | | | |
|---|---|---|---|
| **Income** | **Rental** | **Ownership** | **Total** |
| Very Low | 0 | 0 | 0 |
| Low | 0 | 0 | 0 |
| Moderate | 0 | 0 | 0 |
| Above Moderate | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

Cells in grey contain auto-calculation formulas

| Jurisdiction | South Lake Tahoe | |
|---|---|---|
| Reporting Year | 2021 | (Jan. 1 - Dec. 31) |

**ANNUAL ELEMENT PROGRESS REPORT**
**Local Early Action Planning (LEAP) Reporting**
(CCR Title 25 §6202)

*Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.*

| Total Award Amount | $ 150,000.00 | *Total award amount is auto-populated based on amounts entered in rows 15-26.* |
|---|---|---|

| Task | $ Amount Awarded | $ Cumulative Reimbursement Requested | Task Status | Other Funding | Notes |
|---|---|---|---|---|---|
| Consultant Retainment | $ 2,000.00 | | Completed | None | |
| Project Management | $ 3,000.00 | | In Progress | None | |
| Housing Element Update | $ 145,000.00 | | In Progress | Local General Fund | |
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*Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)*

| Completed Entitlement Issued by Affordability Summary | | |
|---|---|---|
| Income Level | | Current Year |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 248 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 47 |
| Total Units | | **295** |

| Building Permits Issued by Affordability Summary | | |
|---|---|---|
| Income Level | | Current Year |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 43 |
| Total Units | | **43** |

| Certificate of Occupancy Issued by Affordability Summary | | |
|---|---|---|
| Income Level | | Current Year |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 26 |
| Total Units | | **26** |

**Resolution 2022-XXX**

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

**March 15, 2022**

# DECLARING SURPLUS LAND INVENTORY

## BACKGROUND

A. Under the Surplus Land Act ("SLA"), Government Code Sections 54220-54234, surplus property is defined as land owned by any local agency no longer necessary for the agency's use.

B. Effective January 1, 2020, the SLA was amended to add requirements that local agencies must comply with prior to selling or leasing agency-owned property; and in April 2021, the California Department of Housing and Community Development adopted SLA Guidelines to implement and interpret the SLA. One of the requirements is to formally declare publicly owned property no longer necessary for the agency's use as surplus land and report this inventory of surplus land to HCD.

C. The City and South Lake Tahoe Successor Agency owns twenty-one (21) properties located throughout the City, listed in Exhibit A, that are suitable for future disposition and development (the "Surplus Properties"); thirteen (13) of which qualify as "exempt surplus land" that need not follow certain notice and negotiation requirements prior to disposition.

D. The City intends to follow the provisions of the SLA in the disposition of public lands.

E. A declaration of surplus land and exempt surplus land, and the issuing of notices pursuant to the SLA for surplus land, is a process adopted in State law with the intent of ensuring the prioritization of affordable housing, including noticing and opportunity to respond, for affordable housing developers.

F. This declaration of surplus land and exempt surplus land does not obligate the City to subsequently dispose of the land and, depending on the response to the notices and other factors, the City could still decide not to move forward with disposition of specific properties.

**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 surplus properties and exempt surplus properties listed on Exhibit A are no longer necessary for the City's use, which findings are set forth in Exhibit A to this Resolution.

2. Finds and determines that this action results in no binding commitment by the City to authorize or advance the disposition of any of the surplus properties or exempt surplus properties; will not result in a direct or indirect physical change in the environment; and does not constitute an "approval" of a "project" pursuant to CEQA Guidelines Sections 15004 and 15352.

3. Authorizes the City Manager to issue Notices of Availability for the surplus properties that are compliant with the State SLA.

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____ Date:_____

Susan Blankenship, City Clerk

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

# EXHIBIT A

| | | |
|---|---|---|
| Jurisdiction | South Lake Tahoe | |
| Reporting Period | 2021 | (Jan. 1 - Dec. 31) |

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT**
**Housing Element Implementation**
(CCR Title 25 §6202)

**Table H**
**Locally Owned Surplus Sites**

| Parcel Identifier | | | | Designation | Size | Notes |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
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| 025-061-037 | Martin Ave. - 1st "Parcel" Upstream of Roadway | Vacant | | Exempt Surplus Land | 21.53 | Exchange for state agency conservation use |
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# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 14

**Agenda Item:** Fiscal Year 2021-2022 Mid-Year Budget Review, Amendments to the Allocated Permanent Position Listing, and Five Year Financial Plan Update

**Executive Summary:** The annual mid-year budget review is an essential element in maintaining the City's financial stability. It provides the City Council an opportunity to review the General Fund and other funds, adjust amount in order to achieve a more accurate budget for the current fiscal year and help shape the development of next year's budget.

The Five-Year Financial Plan update provides a forecast of revenues and expenditures over the five-year period of fiscal year 2022-2023 through 2026-2027. The Five-Year Financial Plan provides a multi-year view of the financial picture and allows for strategic discussions and planning needed to balance the General Fund Budget and address City Council Strategic Plan 2021-2026 ensuring the City's financial sustainability in providing the community with core services, infrastructure and facilities improvements.

**Requested Action / Suggested Motions:** Pass a Resolution approving FY 2021-2022 Mid-Year Budget Adjustments and Amendments to the Allocated Permanent Position Listing for Changes Made during Mid-Year.
Responsible Staff Members: Olga Tikhomirova, Director of Finance and Joseph Irvin, City Manager

**Responsible Staff Member:** Olga Tikhomirova, Director of Finance (530)542-7431
Joseph Irvin, City Manager (530)542-6043

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

**Attachments**:

01-Staff Report - Mid-Year Budget and Five-Year Financial Plan.docx
02-Resolution- Mid-year Budget 2021-2022.docx
03-Position Allocation 21-22 Budget (Exh. A to Reso).pdf
04-Salary Tables for Resolution_eff 4.02.22 (Exh. B to Reso).pdf
05-5yr Finacial Plan & Assumptions as of March 2022.pdf
06-CalPERS Circular Letter 200-006-22.pdf

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

## Meeting Date: March 15, 2022

**Title: FY 2021-22 Mid-Year Budget Review and Five-Year Financial Plan Update**

**Location:** All Departments

**Responsible Staff Members:** Joseph Irvin, City Manager
Olga Tikhomirova, Director of Finance

**Background:** The annual Mid-Year budget review is an essential element in maintaining the City's financial stability. It provides the City Council an opportunity to make adjustments and operational corrections based on unanticipated changes and the goals and priorities of the City Council for the current fiscal year and helps shape the development of next year's budget.

During the mid-year process the City Manager and staff review the City's fiscal condition and make recommendations to amend appropriations if necessary. The budget amendments recommended by staff are intended to address unanticipated items or events that may have occurred in the first half of the fiscal year. The proposed amendments also include adjustments due to reorganizational changes to staffing needed to address goals and initiatives included in the Strategic Plan adopted by the City Council on March 2, 2021.

Based on recommendations from financial experts and the Government Accounting Standards Board (GASB) indicating the need for public agencies to conduct long-term financial planning, since 2011 the City has been annually producing a Five-Year Financial Forecast to provide the public and the City Council with information from which to consider financial and policy recommendations.

In preparing the financial forecast, the City considers a wide variety of economic indicators to estimate revenues and expenditures over the five-year period. This multi-year examination of the City's financial outlook allows for strategic discussions and planning ensuring the financial stability of the City. Financial stability allows the City to provide the community with core services, infrastructure and facility improvements, and address City Council Strategic Priorities.

**Issue and Discussion:** As part of the Mid-year Budget review it is important to assess economic conditions at national, state and local levels to ascertain what effects these may have on the City's revenues and expenses.

The U.S. economic recovery from COVID-19 has been steady but highly dependent on and influenced by a series of rapidly changing factors involving new waves of COVID-19 infections, labor market challenges, supply-chain constraints, rising inflations, and international politics. The GDP grew 5.7% in 2021 after decreasing 3.4% in 2020. This growth combined with global supply chain constraints, has pushed inflation higher than expected, 7% year-over-year at the start of

2022. Consumer prices were 7.5% higher in January 2022 than in January 2021, the largest 12-month change in 40 years. The national unemployment rate was just 3.9% at the end of 2021, down from 6.4% at the start of the year. California's economy suffered more during the pandemic, as some speculated, due to stricter anti-COVID-19 mandates than in other states. The economy is recovering but the unemployment rate continues to be elevated at 6.5% in December 2021. Labor supply issues continue to be the biggest constraint on employment expansion. The unemployment rate for South Lake Tahoe was 5.2% in December 2021.

Forecast by economists for 2022 shows that the economic recovery will continue, but high inflation could spark rising interest rates and falling home prices, with an increasing likelihood of recession – possibly at the end of 2022 or even the start of 2023.

The City has been challenged by most of the same factors as at the state and national levels while dealing with its own challenges caused by fires, evacuation, impacts of snow storms and elevated housing prices. In the past two years, the COVID-19 crisis had a significant impact on the City operations. The vast portion of staff time and effort was shifted away from the implementation of City Council Strategic Priorities. Nevertheless, staff put in an extensive effort to continue working on those priorities making significant progress on many of them as evidenced from the City Manager's report.

**Five Year Financial Plan Update**

The Five-Year Financial Plan Update analyzes major know fiscal conditions and projected future conditions to support informed long-term planning and decision making regarding operational and capital improvement resources.

The Plan is focused on the City's General Fund and provides an updated forecast of revenues and expenditures over the five-year period from fiscal year 2022-23 through 2026-27.

Key highlights of this Five-Year Financial Plan update include:

- Revenues are forecasted based on current economic trends and estimates.
    - In 2022-2023, two of the City's major revenues (Property tax and sales tax) are projected to exceed 2019 pre-COVID levels by approximately $2.0m in total.
    - City TOT projection includes an estimated loss of $1m due to Measure T VHR ban.
    - The plan assumes the usage of approximately $1.2m in FY 2023 (increasing 3% moving forward) from Measure S sales tax fund to pay for seven Firefighters previously funded by the SAFER grant and 50% of the Deputy Fire Chief/Fire Marshal position.
    - Parks and Recreation Revenues were reduced in FY 2022 and 2023 due to the Rec. Center closure and reduced campground occupancy.
    - The plan assumes an early pay-off of the parking garage bonds and possible transfer of $850K of projected available revenue into the General Fund starting in FY 2024.

- Expenditures:

- Majority of personnel and operating expenditures are projected to increase between 2% and 3% annually.
- FY 2022 personnel cost includes one extra pay period which occurs approximately every 7-8 years.
- Approved to date one-time large capital expenditures are removed moving forward.
- No major capital expenditures, such as road rehabilitation or vehicle replacement, are included in the main General Fund due to projected funding by Measure S sales tax general fund starting in FY 2022.
- Pension cost assumes a prepayment of CalPERS Unfunded Accrued Liability (UAL) annually in July, saving the City approximately $200K.
- Projected 2022-23 and forward includes the cost of the proposed with mid-year two unfrozen Maintenance Technician positions.

The table below presents a summary of the General Fund Five-Year Financial Plan update as of March 2022. The 2021-2022 amended budget reflects the use of $3.4 million from undesignated excess reserves, before mid-year adjustments. At September 30, 2021, the undesignated excess reserves amounted to $10.5 million, excluding the required 25% reserve of $12.0 million for FY 2022.

| General Fund Net Revenue | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Actual | Budget | Projected | Projected | Projected | Projected | Projected |
| | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
| Rev. | $50,151,246 | $48,374,759 | $47,916,204 | $49,808,624 | $51,373,954 | $52,145,912 | $52,926,008 |
| Exp. | $46,743,733 | $51,803,571 | $49,049,418 | $50,758,523 | $52,138,612 | $53,733,587 | $53,899,362 |
| Net Rev/(Exp) | $ 3,407,513 | $ (3,428,812) | $ (1,133,214) | $ (949,899) | $ (764,658) | $ (1,587,674) | $ (973,354) |

The preliminary estimates for FY 2022-2023, that include assumptions previously listed in the Key Highlights section, indicate the General Fund deficit of $1.1 million for the upcoming budget year. Fast growing personnel cost contributes to on-going deficit, absorbing projected revenue increases.

Finance department will begin the next fiscal year budget process in April 2022 and will make every effort to reduce and eliminate the FY 2022-2023 projected deficit. Staff will continue examining various, creative ways to achieve the balanced budget in the upcoming years while continue implementing the City Council Strategic Priorities.

## Measure S Sales Tax General Fund Five-Year Projections

Measure S sales tax is projected to generate between $6.5m and $6.8m annually for the next five years. The preliminary projected uses for FY 2023 include:

- $555K for communications system financing and $32K for the system extended warranty;
- $2.2m total for Fire Station II Rehabilitation and Staffing, including 50% for Fire Marshal position;

- $3.7m total for road rehabilitation, vehicle and equipment purchase, and stormwater management program.

Attachment 05 provides a detailed analysis of the primary General Fund revenues by type and expenditures by department, and Measure S Sales Tax general fund revenues and financing uses through FY 2027.

## Mid-Year Budget Review

2021-2022 mid-year budget adjustments include the proposed usage of the City's FY 20/21 net revenues. The General Fund ended the year with undesignated excess reserves of $10.5 million. Since the FY 21/22 budget adoption, additional appropriations, including a net of grant match set-aside of approximately $1.7 million, brought the balance to approximately $6.6 million as of February 15th. This amount is available for spending at the City Council discretion.

Staff proposes the following adjustments that net approximately $3.1 million in expense for the General fund.

General Fund Revenue Adjustments recommendations include the following:

Golf Course Revenues +$150,000 due to a planned re-opening of the Golf Course. This increase in revenue is partially offset by corresponding increase in golf course operating expense.

Special Events Revenues -$74,000 due to termination of the special event agreement for SnowGlobe music festival.

Reimbursable Overtime +$230,000 for Fire Department due to participation in mutual aid fires during the late summer and early fall 2021.

Transfer in from Prop 172 Public Safety Sales tax +$8,000 for the Police department purchase of network equipment.

Transfer in from Local Fiscal Recovery Fund +$377,500 from unallocated balance of the first tranche of ARPA funding towards COVID-19 Small Business Sustainability (SBS) loan. More details provided later in this report.

General Fund Expenditure Adjustments recommendations include the following:

Personnel Needs:

- +$54,000 – Net increase to Overtime budgets for Police, Motor Pool and IT due to vacancies, injuries and increased operational needs.
- +$85,320 – Retirement pay-outs in Police and additional ICMA contributions due to budgeting error.
- +$40,000 – Personnel cost for the Golf Course reopening.
- +$101,157 – Increase to CalPERS Unfunded Accrued Liability (UAL) prepayment budget based on actuarial reports received in August 2021.

Operational Needs:

- +$125,000 – Litigation Settlement previously approved by City Council.
- +$110,000 – Projected increase in Liability Insurance premium.
- +$150,000 – South Shore Transportation Management Association (SSTMA) pilot program.
- +$35,000 – Annexation Study
- +$38,000 – General Government and IT various needs including attendance of the Climate Sustainability Summit and a purchase of the project management software.
- +$95,000 – Police department various needs including helmets, software purchases, and equipment.
- +$18,850 – Fire department various needs including executive management training for senior staff.
- +$30,667 – Public Works various needs such as a replacement of furnace units at Motor Pool and an electric air dryer for failed HVAC unit at Recreation Center.
- +$11,780 – Development Services department small equipment and computer needs.
- +$175,050 – Parks and Recreation various needs including operating expense budget for the reopening of the Golf Course, contribution to the Community Playfield Consortium (CPC) sinking fund, an increase in electricity cost, budget for 4th of July parade and multi-cultural festival.
- +$800,000 – Transfer out to TOT Trust fund for Successor Agency debt service due to reduced RPTTF revenue resulted from one-time retroactive adjustment for unsold Marriott timeshares and to replenish fund for future RPTTF shortages.
- +$135,000 – Transfer out to VHR and Ice Arena accounts to cover FY 20/21 operating net expense.

<u>CIP Requests:</u>

- +$250,000 – Stormwater pipe replacement project.
- +$250,000 – Multi-purpose tractor and accessories for snow removal operations and landscape and site maintenance for the Airport facilities and grounds.
- +$200,000 – Conditions Assessment Study for City Facilities.
- +$150,000 – James and Eloise Drainage Replacement Project phase II.
- +$150,000 – City's Services Center and Public Works offices backup power.
- +$75,000 – Replacement of the Police Department roof and mansard.
- +$75,000 – Structural design and repair of structural damage and roof replacement at TTD facilities.
- +$70,000 – To repair winter storm damages at the Ice Arena and to replace existing water heaters.
- +$50,000 – For mitigating localized flooding and constructing drainage improvements specific to discussion with the public during the December winter storms.
- +$50,000 – City-wide miscellaneous traffic safety projects.
- +$50,000 – City-wide miscellaneous maintenance needs including roof repairs, minor equipment replacement and other repairs that don't qualify as stand-alone CIP projects.
- +$32,110 – Transfer to the Airport for a study on relocating a future PAPI identifying tree removal and tops trimmed.

Public Works Reorganizational changes: The proposed reorganizational changes will closer align City staffing with the adopted City council priorities and goals for the next 5 years. The costs reflect 5- or 6 months cost, on-going thereafter. All changes described in this section are reflected in the attached Allocated Permanent Position Listing. The reclass changes are proposed to take effect on April 2nd.

- Unfreezing two (2) Maintenance Technician (MT) positions – one for Facilities and one for Streets/Snow Removal divisions. The cost increase to the general fund in the current year for 5 months is approximately $37.3K for one position. The cost for the second MT position is funded from the available fund balance in the Streets fund for the remainder of the current fiscal year. Starting next fiscal year, 25 percent of one of the unfrozen positions will be funded by the State snow removal reimbursement. The total annual cost to the City's general fund for two positions in the first full year is approximately $157K and will grow at a rate of 5-7 percent per year
- Reclassification of Capital Improvement Projects Manager to Capital Program and Facilities Program Manager - $4.4K for six months.
- Reclassification of Stormwater Program Coordinator to Complete Streets Program Manager - $6.5K for six months.
- Airport Manger salary realignment within the department - $6.6K for six months; in FY 21/22 funded from available Airport fund balance.
- Various internal promotions of experienced Maintenance Technicians in Streets division - $5.2K funded from available fund balance in the Streets fund.

## Measure S Sales Tax General Fund Revenue and Expense Adjustments

$55,350 increase in Revenue. The projected amount is calculated based current trends and a three-year Measure Q receipts average. The new sales tax rate went into effect on April 1, 2021.

$52,520 increase in Expense for the transfer out to Fire Communication system CIP project for the shortage of the original project cost revenue coverage.

## Cannabis Grant Program

The Cannabis Revenue Grant Program process and guidelines are presented to the City Council on March 15th, 2022. The City will solicit proposals for funding from local schools, government agencies and non-profit organizations with programs and projects designed to mitigate potential impacts of the cannabis industry in South Lake Tahoe. According to the Cannabis Community Benefit Fee Revenue Allocation Policy, that states that City Council will allocate up to 50 percent of the previous year's revenue to the new Community-wide Benefit Grant Program during a mid-year budget process, staff has proposed to appropriate $400,000 to be made available for the cannabis revenue grant program for this fiscal year. The total Cannabis Development Agreement revenue collected in the previous fiscal year 2020/2021 was $1,177,868. The expenditures totaled $619,709 and included $200,000 Contributions to the Boys and Girls Club of South Lake Tahoe approved by City Council on May 18, 2021.

$400,000 increase in Expense for appropriations towards Cannabis Revenue Grant Program for FY21/22.

## COVID-19 Small Business Sustainability Loans Forgiveness

On March 1st, 2022 City Council passed a motion to implement loan forgiveness for 52 COVID-19 Small Business Sustainability (SBS) Loans approved in January 2021. The loans were issued to assist eligible small businesses, many of which were forced to shut down or had limited operations for an extensive period during 2020, experienced a significant loss of revenues, a reduction in workforce, and that received little to no financial assistance during the pandemic, to continue operations and grow beyond the pandemic. The proposed funding source for expending the loan cost is a portion of unallocated first tranche of the American Rescue Plan Act (ARPA) funding.

$377,500 increase in Revenue and Transfers Out to appropriate a portion of the ARPA funding into revenue account and transfer out to the General fund towards the extinguishment of the outstanding 52 COVID-19 SBS loans receivable.

## Other Non-General Fund Programs

Special Revenue Funds

- Increases in various funds and expense line items that will either use their available fund balances or require general fund contribution and were listed above. This includes a transfer out of $800,000 from the TOT Trust fund to the Redevelopment Obligation Retirement Fund described earlier in this report.

CIP

- Increase in various CIP revenues and expenses. These CIP projects are funded by transfers from the General Fund and Measure S General Fund as described earlier in this report.

Enterprise Funds

- Addition of $357,110 in revenue and $457,050 in expense budget. The funding source for Revenue is transfers in from the General Fund.

Internal Service Fund

- $6,550 increase to expense due to an increased OSIP annual insurance.

Trust and Agency Fund

- $800,000 increase to revenues due to a one-time and anticipated ongoing RPTTF revenue reduction to the Successor Agency for the redevelopment bonds debt service.

**Financial Implications:**

At September 30, 2022, the FY 2021-22 current budget is projected to have a year-end deficit of $3.4m. The recommended mid-year budget adjustments will result in an increase of $3.1m in the deficit. Sufficient September 30, 2021 ending fund balance of $10.5m is available to cover the budget deficit. After adjustments for grant match set-aside and the proposed mid-year budget adjustments, the ending General Fund undesignated excess reserves balance is expected to be approximately $3.5m.

Completion of the 2021-2022 mid-year budget process will ensure continued operations through the end of the fiscal year and will allow City staff to continue the implementation of the City Council priorities.

The General Fund Five-Year Financial Plan update represents an analysis of the economic factors driving the City's revenues base, specific revenue sources available to the City, and the projected known obligations at the time of the plan update preparation. Multi-Year Financial Planning is required as part of the City's Financial Policies (Financial Planning) and is an essential tool for developing the budget guidelines and for evaluating the future impact of current year decisions.

**Policy Implications:**

Compliance with City Financial Policies: Budget Management, Section E and Financial Planning, Section B.

# Resolution 2022-XXX

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

**March 15, 2022**

## Approving FY 2021-2022 Mid-Year Budget Adjustments and Amendments to the Allocated Permanent Position Listing for Changes Made During Mid-Year

### BACKGROUND

A. The Mid-year budget review is recommended as part of the City's Financial Policies – Budget Management.

B. The City Council Priorities 2021-2026 include priorities and goals, some of which are included in the fiscal year 2021-2022 mid-year budget adjustments.

C. The City Council wishes to amend the 2021-2022 Fiscal Year Total Budget for funding of continued operations and one-time costs through the end of the fiscal year.

D. There are staffing level changes approved which will amend the allocated position listing as listed below (mid-year amendments reflect partial year).

   a. Unfreeze two (2) Maintenance Technician positions
   b. Eliminate one (1) Capital Improvement Projects Manager position
   c. Establish one (1) Capital Program and Facilities Program Manager position
   d. Eliminate one (1) Stormwater Program Coordinator position
   e. Establish one (1) Complete Streets Program Manager position

E. The City Manager and Director of Finance recommend the budget adjustments summarized on the next page.

| | | | Revenue Increase/(Decrease) | Expense (Increase)/Decrease | Net Change Revenue/(Expense) |
|---|---|---|---|---|---|
| | **General Fund:** | | | | |
| 100 | General Fund | | $ 691,500 | $ (3,819,621) | $ (3,128,121) |
| 102 | General Fund - Measure S Sales Tax | | $ 55,350 | $ (52,520) | $ 2,830 |
| | **Total General Fund** | | $ 746,850 | $ (3,872,141) | $ (3,125,291) |
| | **Other Funds:** | | | | |
| 201 | Gas Tax | ** | $ - | $ (95,514) | $ (95,514) |
| 207 | Snow Removal | ** | $ - | $ (7,000) | $ (7,000) |
| 210 | Vehicle Replacement | ** | $ 37,000 | $ (47,400) | $ (10,400) |
| 218 | VHR Program | | $ 70,000 | $ - | $ 70,000 |
| 221 | Ice Arena | | $ 115,000 | $ (70,000) | $ 45,000 |
| 223 | Cannabis Program | ** | $ - | $ (400,000) | $ (400,000) |
| 225 | Tobacco Law Enforcement Grant | | | | $ - |
| 231 | AB3229 COPS | | $ - | $ - | $ - |
| 232 | Safety Sales Tax (Prop 172) | ** | | $ (8,000) | $ (8,000) |
| 236 | EMS - General Fund | ** | $ - | $ (32,400) | $ (32,400) |
| 245 | Storm Water Management Program | | $ 14,159 | $ (14,159) | $ - |
| 253 | Housing Administration | | $ 3,940 | $ (3,940) | $ - |
| 263 | TOT Trust Fund | | $ 800,000 | $ (800,000) | $ - |
| 264 | Local Fiscal Recovery Fund | | $ 377,500 | $ (377,500) | $ - |
| 284 | Measure S/R Bike Trails | | $ 7,000 | $ (7,000) | $ - |
| 301 | City CIP | | $ 853,520 | $ (801,000) | $ 52,520 |
| 310 | Long Term Capital Replacement | | $ 200,000 | $ (159,943) | $ 40,057 |
| 501 | Airport Enterprise Fund | ** | $ 282,110 | $ (341,450) | $ (59,340) |
| 510 | Parking Bellamy Court | ** | $ - | $ (10,000) | $ (10,000) |
| 520 | Parking Garage | ** | $ - | $ (30,600) | $ (30,600) |
| 550 | Transit Operations | | $ 75,000 | $ (75,000) | $ - |
| 602 | Self-Insured Workers Comp | ** | | $ (6,550) | $ (6,550) |
| 725 | RD Obligation Retirement Fund | | $ 800,000 | $ - | $ 800,000 |
| | **Total Other Funds** | | $ 3,635,229 | $ (3,287,456) | $ 347,773 |
| | **Total All Funds** | | $ 4,382,079 | $ (7,159,597) | $ (2,777,518) |
| | ** Fund Balance Available | | | | |

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

1. Adopts the 2021-2022 Fiscal year budget for the recommended adjustments listed above.

2. Adopts changes to the attached allocated position listing and salary tables, attached hereto as Exhibits “A” and “B,” respectively.

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes:
No:

Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

# Allocated Permanent Positions

| Department/Positions | | | Authorized/ Appropriated Positions 20/21 Adopted | Authorized/ Appropriated Positions Mid-Year 20/21 | Authorized/ Appropriated Positions 21/22 Adopted | Authorized/ Appropriated Positions thru Mar'22 | Authorized/ Frozen Positions 21/22 Budget |
|---|---|---|---|---|---|---|---|
| **CITY COUNCIL** | | | | | | | |
| Council Member | *(Elected)* | **Department Total** | **5.00** | **5.00** | **5.00** | **5.00** | **0.00** |
| **CITY CLERK** | | | | | | | |
| City Clerk | *(Elected)* | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Assistant City Clerk | | | 1.00 | 1.00 | 1.00 | 1.00 | |
| | | **Department Total** | **2.00** | **2.00** | **2.00** | **2.00** | **0.00** |
| **CITY TREASURER** | | | | | | | |
| City Treasurer | *(Elected)* | **Department Total** | **1.00** | **1.00** | **1.00** | **1.00** | **0.00** |
| **CITY MANAGER DEPARTMENT** | | | | | | | |
| City Manager | | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Communications Manager | | | 1.00 | 0.50 | 0.00 | 0.00 | |
| Assistant to the City Manager I | | | 0.00 | 0.50 | 1.00 | 1.00 | |
| Assistant to the City Manager II | | | 0.00 | 0.50 | 1.00 | 1.00 | |
| Executive Assistant to the City Manager | | | 1.00 | 1.00 | 0.00 | 0.00 | |
| Communications and Project Specialist | | | 0.00 | 0.00 | 1.00 | 1.00 | |
| Sustainability Coordinator | | | 0.00 | 0.00 | 1.00 | 1.00 | |
| | | | 3.00 | 3.50 | 5.00 | 5.00 | |
| **Human Resources** | | | | | | | |
| Human Resources Manager | | | 1.00 | 0.50 | 0.00 | 0.00 | |
| Principal &/or H.R. Analyst | | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Administrative Clerk | | | 1.00 | 0.50 | 0.00 | 0.00 | |
| | | Total | 3.00 | 2.00 | 1.00 | 1.00 | 0.00 |
| | | **Department Total** | **6.00** | **5.50** | **6.00** | **6.00** | **0.00** |
| **CITY ATTORNEY** | | | | | | | |
| City Attorney | | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Assistant City Attorney | | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Risk Manager | | | 0.00 | 0.50 | 1.00 | 1.00 | |
| Paralegal | | | 1.00 | 1.00 | 1.00 | 1.00 | |
| | | **Department Total** | **3.00** | **3.50** | **4.00** | **4.00** | **0.00** |
| **FINANCE DEPARTMENT** | | | | | | | |
| Director of Administrative Services | | | 1.00 | 0.67 | 0.00 | 0.00 | |
| Director of Finance | | | 0.00 | 0.33 | 1.00 | 1.00 | |
| | | Total | 1.00 | 1.00 | 1.00 | 1.00 | 0.00 |
| **Financial Services** | | | | | | | |
| Financial Services Manager | | | 1.00 | 1.25 | 0.00 | 0.00 | |
| Financial Services Supervisor | | | 0.00 | 0.00 | 1.00 | 1.00 | |
| Accountant I, II | | | 2.00 | 2.00 | 1.00 | 1.00 | |
| Accountant I / Payroll Coordinator | | | 0.00 | 0.00 | 1.00 | 1.00 | |
| Associate Management Analyst - Grants | | | 1.00 | 0.50 | 0.00 | 0.00 | |
| Principal Management Analyst - Purchasing and Grants | | | 0.00 | 0.50 | 1.00 | 1.00 | |
| Management Analyst - Admin Services | | | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | Total | 4.00 | 4.25 | 4.00 | 4.00 | 0.00 |
| **Revenue** | | | | | | | |
| Accounting Technician I, II | | | 2.00 | 2.00 | 2.00 | 2.00 | |
| Supervising Accounting Technician | | | 1.00 | 1.00 | 1.00 | 1.00 | |
| Accountant I/II | | | 1.00 | 1.00 | 1.00 | 1.00 | |
| | | Total | 4.00 | 4.00 | 4.00 | 4.00 | 0.00 |

# Allocated Permanent Positions

| Department/Positions | Authorized/ Appropriated Positions 20/21 Adopted | Authorized/ Appropriated Positions Mid-Year 20/21 | Authorized/ Appropriated Positions 21/22 Adopted | Authorized/ Appropriated Positions thru Mar'22 | Authorized/ Frozen Positions 21/22 Budget |
|---|---|---|---|---|---|
| **FINANCE DEPARTMENT (CONTINUED)** | | | | | |
| **Information Systems** | | | | | |
| Information Systems Supervisor | 0.00 | 0.50 | 1.00 | 1.00 | |
| Network Systems Administrator | 1.00 | 1.00 | 1.00 | 1.00 | |
| Information Systems Technician | 2.00 | 1.50 | 1.00 | 1.00 | |
| Total | 3.00 | 3.00 | 3.00 | 3.00 | 0.00 |
| **Department Total** | **12.00** | **12.25** | **12.00** | **12.00** | **0.00** |
| **DEVELOPMENT SERVICES DEPARTMENT** | | | | | |
| Director of Development Services | 1.00 | 1.00 | 1.00 | 1.00 | |
| Deputy Development Services Director | 0.10 | 0.00 | 0.00 | 0.00 | |
| Associate Management Analyst | 1.00 | 1.00 | 0.00 | 0.00 | |
| Administrative Clerk I, II | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 3.10 | 3.00 | 2.00 | 2.00 | 0.00 |
| **Planning** | | | | | |
| Planning Manager/Environmental Planner | 1.00 | 1.00 | 1.00 | 1.00 | |
| Associate Planner, Assistant Planner | 2.00 | 2.00 | 2.00 | 2.00 | |
| Development Services Technician | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 |
| Total | 3.00 | 3.00 | 3.00 | 3.00 | 1.00 |
| **Housing** | | | | | |
| Housing Manager | 1.00 | 1.00 | 1.00 | 1.00 | |
| Associate Planner, Assistant Planner- Housing | 0.00 | 0.00 | 1.00 | 1.00 | |
| | 1.00 | 1.00 | 2.00 | 2.00 | 0.00 |
| **Building and Safety** | | | | | |
| Building Official | 1.00 | 1.00 | 1.00 | 1.00 | |
| Deputy Building Official | 0.00 | 0.00 | 0.00 | 0.00 | |
| Pr Bldg & Sr Bldg Inspector, Bldg Inspector, Hsng Insp. | 3.00 | 3.00 | 4.00 | 4.00 | |
| Sr. Building Inspector - VHR (limited term) | 1.00 | 1.00 | 0.00 | 0.00 | |
| Sr. Permit Center Technician, Permit Center Technician | 2.00 | 2.00 | 2.00 | 2.00 | |
| Program Coordinator | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 8.00 | 8.00 | 8.00 | 8.00 | 0.00 |
| **Department Total** | **15.10** | **15.00** | **15.00** | **15.00** | **1.00** |
| **PUBLIC WORKS DEPARTMENT** | | | | | |
| Director of Public Works | 1.00 | 1.00 | 1.00 | 1.00 | |
| Capital Improvement Projects Manager | 1.00 | 1.00 | 1.00 | 0.50 | |
| Capital Program and Facilities Program Manager | 0.00 | 0.00 | 0.00 | 0.50 | |
| Office Manager | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 3.00 | 3.00 | 3.00 | 3.00 | 0.00 |
| **Engineering** | | | | | |
| Construction Engineer | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 |
| Stormwater Program Coordinator | 1.00 | 1.00 | 1.00 | 0.50 | |
| Complete Streets Program Manager | 0.00 | 0.00 | 0.00 | 0.50 | |
| GIS Analyst | 1.00 | 1.00 | 1.00 | 1.00 | |
| Resident Engineer / Resident Inspector | 1.00 | 1.00 | 1.00 | 1.00 | |
| Engineering Manager | 1.00 | 1.00 | 1.00 | 1.00 | |
| Associate Civil Engineer, Assistant Engineer | 2.00 | 2.00 | 1.00 | 1.00 | |
| Engineering Technician | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 7.00 | 7.00 | 6.00 | 6.00 | 1.00 |
| **Maintenance Operations / Snow Removal** | | | | | |
| Maintenance Manager | 3.00 | 2.50 | 2.00 | 2.00 | |
| Lead Maintenance Technician | 3.00 | 3.00 | 2.00 | 2.00 | |

# Allocated Permanent Positions

| Department/Positions | Authorized/ Appropriated Positions 20/21 Adopted | Authorized/ Appropriated Positions Mid-Year 20/21 | Authorized/ Appropriated Positions 21/22 Adopted | Authorized/ Appropriated Positions thru Mar'22 | Authorized/ Frozen Positions 21/22 Budget |
|---|---|---|---|---|---|
| **PUBLIC WORKS (CONTINUED)** | | | | | |
| **Maintenance Operations / Snow Removal (continued)** | | | | | |
| Maintenance Technician I, II, III, IV, V | 21.00 | 18.50 | 14.00 | 14.83 | |
| Total | 27.00 | 24.00 | 18.00 | 18.83 | 0.00 |
| **Fleet Maintenance** | | | | | |
| Maintenance Manager - Fleet | 0.00 | 0.50 | 1.00 | 1.00 | |
| Fleet Supervisor | 1.00 | 0.50 | 0.00 | 0.00 | |
| Equipment Mechanic I, II, III | 5.00 | 5.00 | 5.00 | 5.00 | |
| Fleet Control Specialist | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 7.00 | 7.00 | 7.00 | 7.00 | 0.00 |
| **Airport** | | | | | |
| Airport Manager | 1.00 | 1.00 | 1.00 | 1.00 | |
| Airport Maintenance Supervisor | 1.00 | 1.00 | 1.00 | 1.00 | |
| Maintenance Technician I, II, III, IV, V | 1.00 | 1.00 | 1.00 | 1.00 | |
| Total | 3.00 | 3.00 | 3.00 | 3.00 | 0.00 |
| **Department Total** | **47.00** | **44.00** | **37.00** | **37.83** | **1.00** |
| **PARKS AND RECREATION DEPARTMENT** | | | | | |
| Director of Parks and Recreation | 0.00 | 0.50 | 1.00 | 1.00 | |
| Total | 0.00 | 0.50 | 1.00 | 1.00 | |
| **Recreation** | | | | | |
| Recreation Superintendent | 1.00 | 0.50 | 0.00 | 0.00 | |
| Administrative Clerk I, II | 1.00 | 0.75 | 0.00 | 0.00 | |
| Administrative Assistant I, II | 1.00 | 1.00 | 1.00 | 1.00 | |
| Recreation Manager | 0.00 | 0.50 | 1.00 | 1.00 | |
| Recreation Supervisor | 1.00 | 0.50 | 0.00 | 0.00 | |
| Events Coordinator | 0.00 | 0.25 | 1.00 | 1.00 | |
| Total | 4.00 | 3.50 | 3.00 | 3.00 | |
| **Parks** | | | | | |
| Maintenance Manager - Parks | 0.00 | 0.50 | 1.00 | 1.00 | |
| Lead Maintenance Technician | 0.00 | 0.00 | 1.00 | 1.00 | |
| Maintenance Technicians I, II, III, IV,V | 0.00 | 2.50 | 7.00 | 7.00 | |
| Total | 0.00 | 3.00 | 9.00 | 9.00 | |
| **Department Total** | **4.00** | **7.00** | **13.00** | **13.00** | **0.00** |
| **FIRE DEPARTMENT** | | | | | |
| Fire Chief | 1.00 | 1.00 | 1.00 | 1.00 | |
| Deputy Fire Chief / Fire Marshall | 0.00 | 0.00 | 0.00 | 0.75 | |
| Fire Battalion Chief | 3.00 | 3.00 | 3.00 | 3.00 | |
| Fire Captain | 6.00 | 9.00 | 9.00 | 9.00 | |
| Fire Engineer | 9.00 | 9.00 | 9.00 | 9.00 | |
| Firefighter, Paramedic | 9.00 | 9.00 | 9.00 | 9.00 | |
| Firefighter, Paramedic (2 1/2-year limited term) | 3.00 | 0.00 | 0.00 | 0.00 | |
| Firefighter, Paramedic (SAFER Grant) | 7.00 | 7.00 | 7.00 | 7.00 | |
| Fire Safety Inspector I, II | 1.00 | 1.00 | 1.00 | 1.00 | |
| Administrative Assistant II | 1.00 | 1.00 | 0.00 | 0.00 | |
| Executive Assistant to the Fire Chief | 0.00 | 0.00 | 1.00 | 1.00 | |
| **Department Total** | **40.00** | **40.00** | **40.00** | **40.75** | **0.00** |

# Allocated Permanent Positions

| Department/Positions | Authorized/ Appropriated Positions 20/21 Adopted | Authorized/ Appropriated Positions Mid-Year 20/21 | Authorized/ Appropriated Positions 21/22 Adopted | Authorized/ Appropriated Positions thru Mar'22 | Authorized/ Frozen Positions 21/22 Budget |
|---|---|---|---|---|---|
| **POLICE DEPARTMENT** | | | | | |
| Chief of Police | 1.00 | 1.00 | 1.00 | 1.00 | |
| Police Lieutenant | 2.00 | 2.00 | 2.00 | 2.00 | |
| Police Sergeant | 6.00 | 6.00 | 6.00 | 6.00 | |
| Police Officer | 30.00 | 30.00 | 30.00 | 30.00 | 1.00 |
| Police Officer (cannabis) | 1.00 | 1.00 | 1.00 | 1.00 | |
| Police Officer (Tobacco grant) | 1.00 | 1.00 | 1.00 | 1.00 | |
| Public Safety Dispatch Supervisor | 1.00 | 1.00 | 1.00 | 1.00 | |
| Police Records Supervisor | 1.00 | 1.00 | 1.00 | 1.00 | |
| Public Safety Dispatcher | 9.00 | 9.00 | 9.00 | 9.00 | |
| Senior Police Records Tech, Police Record Tech | 2.00 | 2.00 | 2.00 | 2.00 | |
| Administrative Assistant I | 1.00 | 1.00 | 1.00 | 1.00 | |
| Senior Evidence/Prop Tech, Evidence/Prop Tech | 2.00 | 2.00 | 2.00 | 2.00 | |
| Lead Community Services Officer | 1.00 | 1.00 | 1.00 | 1.00 | |
| Sr Community Svcs Officer, Community Svcs Officer | 8.10 | 8.10 | 5.00 | 5.00 | |
| Code Compliance Investigator | 1.00 | 1.00 | 1.00 | 1.00 | |
| Administrative Assistant II | 1.00 | 1.00 | 1.00 | 1.00 | |
| **Department Total** | **68.10** | **68.10** | **65.00** | **65.00** | **1.00** |
| **Total City Employees** | **203.20** | **203.35** | **200.00** | **201.58** | **3.00** |

*Reflects mid-year adjustments. Includes positions added or eliminated during the year.

**City of South Lake Tahoe**
**Salary Table Updates Effective 4/02/2022**

**XXXX COMPLETE STREETS PROGRAM MANAGER**

| Index Key Value | **Hourly** | **Monthly** |
|---|---|---|
| 1400/XXXX/01 | 57.6074 | 9,985 |
| 1400/XXXX/02 | 60.4877 | 10,484 |
| 1400/XXXX/03 | 63.5122 | 11,008 |
| 1400/XXXX/04 | 66.6877 | 11,559 |
| 1400/XXXX/05 | 70.0221 | 12,137 |

**XXXX CAPITAL PROGRAM AND FACILITIES PROGRAM MANAGER**

| Index Key Value | **Hourly** | **Monthly** |
|---|---|---|
| 1400/XXXX/01 | 57.6074 | 9,985 |
| 1400/XXXX/02 | 60.4877 | 10,484 |
| 1400/XXXX/03 | 63.5122 | 11,008 |
| 1400/XXXX/04 | 66.6877 | 11,559 |
| 1400/XXXX/05 | 70.0221 | 12,137 |

**1431 AIRPORT MANAGER**

| Index Key Value | **Hourly** | **Monthly** |
|---|---|---|
| 1400/1493/01 | 57.6074 | 9,985 |
| 1400/1493/02 | 60.4877 | 10,484 |
| 1400/1493/03 | 63.5122 | 11,008 |
| 1400/1493/04 | 66.6877 | 11,559 |
| 1400/1493/05 | 70.0221 | 12,137 |

# CITY OF SOUTH LAKE TAHOE – GENERAL FUND FIVE-YEAR FINANCIAL PLAN UPDATE

## Fiscal Years 2023 to 2027

| REVENUES BY TYPE | Actual 2019-2020 | Actual 2020-2021 | Budget 2021-2022 | Estimated 2022-2023 | Estimated 2023-2024 | Estimated 2024-2025 | Estimated 2025-2026 | Estimated 2026-2027 |
|---|---|---|---|---|---|---|---|---|
| Prop Tax | $ 8,632,709 | $ 9,135,477 | $ 9,175,180 | $ 9,450,435 | $ 9,733,948 | $ 10,025,967 | $ 10,326,746 | $ 10,636,548 |
| TOT | $ 9,538,728 | $ 11,166,046 | $ 10,227,113 | $ 10,354,952 | $ 10,458,501 | $ 10,589,233 | $ 10,721,598 | $ 10,855,618 |
| Sales Tax | $ 5,460,038 | $ 7,152,233 | $ 6,300,650 | $ 6,379,408 | $ 6,443,202 | $ 6,523,742 | $ 6,605,289 | $ 6,687,855 |
| Transfer IN | $ 2,953,292 | $ 966,568 | $ 851,887 | $ 1,351,700 | $ 2,300,432 | $ 2,405,894 | $ 2,454,196 | $ 2,501,524 |
| Vehicle Lic Fee | $ 2,284,264 | $ 2,409,143 | $ 2,285,000 | $ 2,313,563 | $ 2,336,698 | $ 2,365,907 | $ 2,395,481 | $ 2,425,424 |
| Measure Q | $ 2,915,365 | $ 3,695,854 | $ 3,192,325 | $ 3,232,229 | $ 3,264,551 | $ 3,305,358 | $ 3,346,675 | $ 3,388,509 |
| Parks & Rec Rev | $ 380,845 | $ 272,917 | $ 1,079,400 | $ 380,845 | $ 700,000 | $ 1,450,000 | $ 1,450,000 | $ 1,450,000 |
| Project Area TOT | $ 4,982,523 | $ 5,952,873 | $ 6,742,177 | $ 6,826,454 | $ 6,894,719 | $ 6,980,903 | $ 7,068,164 | $ 7,156,516 |
| Other | $ 1,634,538 | $ 1,075,761 | $ 1,208,815 | $ 950,000 | $ 950,000 | $ 950,000 | $ 950,000 | $ 950,000 |
| Police Rev | $ 1,257,891 | $ 1,423,215 | $ 1,383,675 | $ 1,389,475 | $ 1,395,275 | $ 1,401,075 | $ 1,406,875 | $ 1,412,675 |
| Franchise Fees | $ 1,593,143 | $ 1,627,041 | $ 1,540,000 | $ 1,563,100 | $ 1,586,547 | $ 1,610,345 | $ 1,634,500 | $ 1,659,017 |
| Business License | $ 1,723,693 | $ 1,756,977 | $ 1,687,000 | $ 1,723,693 | $ 1,735,693 | $ 1,747,693 | $ 1,759,693 | $ 1,771,693 |
| Public Svc Rev | $ 2,657,474 | $ 2,331,402 | $ 1,946,303 | $ 1,815,000 | $ 1,820,000 | $ 1,825,000 | $ 1,830,000 | $ 1,830,000 |
| Fire Rev | $ 585,056 | $ 1,185,739 | $ 755,234 | $ 185,350 | $ 189,057 | $ 192,838 | $ 196,695 | $ 200,629 |
| **Base Revenues** | **46,599,559** | **50,151,246** | **48,374,759** | **47,916,204** | **49,808,624** | **51,373,954** | **52,145,912** | **52,926,008** |
| | | | | | | | | |
| **EXPENDITURES BY DEPT** | | | | | | | | |
| Police | 11,231,738 | 11,181,833 | 12,802,829 | 12,504,139 | 12,976,038 | 13,407,350 | 13,843,683 | 14,259,024 |
| Fire | 7,706,752 | 9,179,636 | 9,599,357 | 9,521,245 | 9,885,385 | 10,212,867 | 10,544,268 | 10,858,986 |
| Gen Fund Trans OUT | 3,956,987 | 6,069,038 | 4,842,989 | 2,786,979 | 2,863,331 | 2,939,809 | 3,069,417 | 3,076,158 |
| Gen Fund Trans OUT - Debt Service | 2,426,980 | 2,768,000 | 3,285,103 | 3,396,264 | 3,438,249 | 3,478,565 | 3,442,815 | 2,178,624 |
| Recreation | 1,063,736 | 1,648,474 | 3,137,590 | 3,210,248 | 3,302,388 | 3,397,453 | 3,495,539 | 3,596,747 |
| Gen Gov | 3,720,478 | 3,175,673 | 4,258,770 | 4,278,001 | 4,410,199 | 4,546,630 | 4,687,436 | 4,832,764 |
| Finance | 1,518,519 | 2,451,366 | 2,511,290 | 2,463,101 | 2,540,499 | 2,620,440 | 2,703,013 | 2,788,310 |
| Misc Gen Fund | 4,322,307 | 4,235,920 | 5,365,927 | 4,863,476 | 5,127,917 | 5,126,251 | 5,337,045 | 5,490,641 |
| Development Services | 1,930,570 | 1,607,577 | 2,119,058 | 2,027,212 | 2,090,578 | 2,156,021 | 2,223,612 | 2,293,425 |
| Public Works/Engineering | 5,040,449 | 4,426,217 | 3,880,659 | 3,998,754 | 4,123,940 | 4,253,227 | 4,386,759 | 4,524,683 |
| **BASE Expenses** | **42,918,517** | **46,743,733** | **51,803,571** | **49,049,418** | **50,758,523** | **52,138,612** | **53,733,587** | **53,899,362** |
| | | | | | | | | |
| **Gain/(Loss)** | **3,681,042** | **3,407,513** | **(3,428,812)** | **(1,133,214)** | **(949,899)** | **(764,658)** | **(1,587,674)** | **(973,354)** |

# MEASURE S SALES TAX GENERAL FUND FIVE-YEAR FINANCIAL PLAN UPDATE

## Fiscal Years 2023 to 2027

| | Actual | Budget | Forecast | Forecast | Forecast | Forecast | Forecast |
|---|---|---|---|---|---|---|---|
| **REVENUES** | **2020-2021** | **2021-2022** | **2022-2023** | **2023-2024** | **2024-2025** | **2025-2026** | **2026-2027** |
| Measure S Sales Tax | 3,207,042 | 6,384,650 | 6,464,458 | 6,529,103 | 6,610,716 | 6,693,350 | 6,777,017 |
| **REVENUES TOTAL** | **$ 3,207,042** | **$ 6,384,650** | **$ 6,464,458** | **$ 6,529,103** | **$ 6,610,716** | **$ 6,693,350** | **$ 6,777,017** |
| **EXPENDITURES / FINANCING USES** | | | | | | | |
| Technical Services | 2,406 | - | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| Transfer out for: | | | | | | | |
| PAYGO - Communications System | 441,129 | 1,712,000 | 32,325 | 34,480 | 36,635 | 43,100 | 47,410 |
| Financing - Communications System | 554,643 | 554,643 | 554,643 | 554,643 | 554,643 | - | - |
| Equipment - CAD Upgrade | 445,722 | - | - | - | - | - | - |
| Fire Station II Rehabilitation | 75,000 | 500,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| Fire Station II Staffing | - | 396,010 | 1,050,000 | 1,134,000 | 1,224,720 | 1,261,462 | 1,299,305 |
| Fire Marshall position funding @ 50 | - | 171,000 | 116,000 | 125,280 | 135,302 | 139,361 | 143,542 |
| Stormwater Management Program | | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 |
| Road Reconstruction | 750,000 | 2,500,000 | 3,000,000 | 3,000,000 | 3,000,000 | 3,500,000 | 3,000,000 |
| Vehicle and Equipment Replacement | - | 500,000 | 700,000 | 700,000 | 700,000 | 1,000,000 | 1,000,000 |
| **EXPENDITURES TOTAL** | **$ 2,268,900** | **$ 6,383,653** | **$ 6,507,968** | **$ 6,603,403** | **$ 6,706,300** | **$ 6,998,923** | **$ 6,545,258** |
| | | | | | | | |
| **MEASURE S FUND YEAR-END BALANCE** | **$ 938,142** | **$ 939,139** | **$ 895,629** | **$ 821,329** | **$ 725,745** | **$ 420,172** | **$ 651,932** |

# FIVE-YEAR FINANCIAL PLAN UPDATE: REVENUES ASSUMPTIONS

| MAJOR REVENUE ASSUMPTIONS | | | | | |
|---|---|---|---|---|---|
| | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
| Property Tax | 3.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| T.O.T./Project Area T.O.T | 1.25% | 1.00% | 1.25% | 1.25% | 1.25% |
| Sales Tax/Measure Q/Measure S | 1.25% | 1.00% | 1.25% | 1.25% | 1.25% |
| Transfer-in | no change | $850,000 from Parking Garage revenue, possible early debt pay-off | $850,000 from Parking Garage revenue, possible early debt pay-off | $850,000 from Parking Garage revenue, possible early debt pay-off | $850,000 from Parking Garage revenue, possible early debt pay-off |
| Vehicle License Fee | 1.25% | 1.00% | 1.25% | 1.25% | 1.25% |
| Franchise Fees | 1.50% | 1.50% | 1.50% | 1.50% | 1.50% |
| Fire Revenue / Safer Grant / Measure S | $1.17 miliion from Measure S for 7 FFs & FM | $1.26 miliion from Measure S for 7 FFs & FM | $1.36 miliion from Measure S for 7 FFs & FM | $1.40 miliion from Measure S for 7 FFs & FM | $1.44 miliion from Measure S for 7 FFs & FM |

# FIVE-YEAR FINANCIAL PLAN UPDATE: EXPENDITURES ASSUMPTIONS

| MAJOR EXPENSE ASSUMPTIONS | | | | | |
|---|---|---|---|---|---|
| | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
| Salaries | 2.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| Health | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Pension | 2.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| Pension (UAL) | PERS actuarial estimates; assumes prepayment | PERS actuarial estimates; assumes prepayment | PERS actuarial estimates; assumes prepayment | PERS actuarial estimates; assumes prepayment | PERS actuarial estimates; assumes prepayment |
| Road Repairs | none | none | none | none | none |
| Vehicle and Equipment Replaceme | none | none | none | none | none |
| Transfers-out CIP Projects | none | none | none | none | none |
| Other Personnel Expenditures | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% |
| Other Operational Expenditures | 2.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| Contractual Services | 2.00% | 3.00% | 3.00% | 3.00% | 3.00% |
| Capital Outlay | 2.00% | 3.00% | 3.00% | 3.00% | 3.00% |

**California Public Employees' Retirement System**
P.O. Box 942715 | Sacramento, CA 94229-2715
**888 CalPERS** (or **888**-225-7377) | TTY: (877) 249-7442
**www.calpers.ca.gov**

## Actuarial

# Circular Letter

January 5, 2022
Circular Letter: 200-006-22
Distribution: IV

**To:** **All Public Agency Employers**
**Subject:** **Required Contribution Impact Due to Changes in Actuarial Assumptions**

## Purpose

The purpose of this Circular Letter is to inform you of system changes which will impact employer and some member contribution rates. On November 17, 2021, the California Public Employees' Retirement System (CalPERS) Board of Administration voted to keep the discount rate at 6.8% and selected a new asset allocation for the fund's investment portfolio for the next four years. Additionally, new demographic and economic actuarial assumptions were adopted.

## Background

The changes adopted by the board represent the culmination of nearly four years of work on the asset liability management (ALM) process. The ALM process is an integral part of the CalPERS 2017-22 Strategic Plan to fund the system through an integrated view of pension assets and liabilities and to improve long-term pension and health benefit sustainability. This process was conducted as a joint effort by the Investment, Actuarial, and Financial offices. Throughout the entire process, and particularly over the last year, CalPERS team members have engaged extensively with stakeholders to obtain their input. This process included an examination of the risk and/return characteristics of possible asset allocations as well as modeling the impact these asset allocations would have on the funding of the system.

In July 2021, the discount rate was lowered from 7.0% to 6.8% automatically due to the Funding Risk Mitigation Policy (PDF). That action was prompted by the announcement that the rate of

return for fiscal year (FY) 2020-21 was 21.3%. The new asset allocation chosen by the board in November 2021 has an expected long-term rate of return of 6.8% per year.

The completion of the ALM cycle also coincided with a review of all actuarial assumptions used in the actuarial valuations through a process called an experience study. An experience study is a summarization of actual system experience over a defined period and, along with future expectations, is used in setting new actuarial assumptions. Experience studies which include reviews of both economic and demographic assumptions are required at least every four years under the Public Employees' Retirement Law. The previous study was conducted in 2017.

## Discussion

The adopted changes to the actuarial assumptions are expected to increase slightly near-term employer contributions requirements. However, when the expected impact of the investment gain for FY 2020-21 is factored in, many plans will see required employer contributions that are comparable to or slightly lower than previously determined contribution requirements. Each plan is unique and contribution impacts will vary across public agencies. Factors that influence the impact of these changes include the benefit structure, the demographics of the plan members, and the funded status of the plan.

While most demographic assumptions were changed, the changes that are expected to have the most material impact on required contributions are slightly longer life expectancies for retirees and beneficiaries, earlier than expected retirement ages for certain safety groups, and higher expected future pay increases for some groups.

All newly adopted assumptions will be implemented in the June 30, 2021 Public Agency actuarial valuations, setting employer contribution requirements for FY 2023-24.

Below is a table showing the estimated impact of the new actuarial assumptions (excluding the discount rate) on employer rates by category. These figures do NOT include the impact of the discount rate drop to 6.8% or the FY 2020-21 investment return of 21.3%.

| Category | Estimated Change in Total Normal Cost (% of Payroll) | Estimated Change in Unfunded Accrued Liability (UAL) Contribution* (% of Payroll) | Estimated Change in Total Employer Contribution* (% of Payroll) |
|---|---|---|---|
| Miscellaneous 2% at 60 | 0.2% to 0.9% | (0.6%) to 0.6% | 0.1% to 1.4% |
| Miscellaneous 2% at 55 | 0.1% to 1.0% | (2.4%) to 0.7% | (2.0%) to 1.7% |
| Miscellaneous 2.5% at 55 | 0.2% to 1.0% | (1.9%) to 0.9% | (1.5%) to 1.9% |
| Miscellaneous 2.7% at 55 | 0.5% to 1.0% | (2.0%) to 0.8% | (1.5%) to 1.7% |
| Miscellaneous 3% at 60 | 0.5% to 1.1% | (2.4%) to 0.7% | (1.9%) to 1.8% |
| Miscellaneous 2% at 62 | 0.0% to 1.0% | N/A | N/A |
| Safety 2% at 50 | (0.3%) to (0.1%) | (1.6%) to (1.2%) | (1.7%) to (1.3%) |
| Safety 3% at 55 | (0.2%) to 1.1% | (1.4%) to (0.1%) | (1.6%) to 0.6% |
| Safety 3% at 50 | 0.2% to 2.1% | (3.5%) to 2.4% | (2.3%) to 4.1% |
| Safety 2.7% at 57 | (0.3%) to 1.3% | N/A | N/A |

* Assumes the increase in unfunded liability due to the assumption changes will be amortized in accordance with current board policy, i.e. over a 20-year period with level dollar amortization. Also assumes no change to the member contribution rates.

The table below shows the total estimated impact of new actuarial assumptions including the discount rate decrease to 6.8% and the FY 2020-21 investment return of 21.3%.

| Category | Estimated Change in Total Normal Cost (% of Payroll) | Estimated Change in UAL Contribution* (% of Payroll) | Estimated Change in Total Employer Contribution* (% of Payroll) |
|---|---|---|---|
| Miscellaneous 2% at 60 | 0.9% to 1.7% | (5.4%) to 0% | (3.8%) to 1.4% |
| Miscellaneous 2% at 55 | 1.0% to 1.9% | (8.8%) to 0% | (7.2%) to 1.5% |
| Miscellaneous 2.5% at 55 | 1.2% to 2.4% | (10.1%) to 0.1% | (8.3%) to 2.0% |
| Miscellaneous 2.7% at 55 | 1.4% to 2.3% | (8.3%) to (0.5%) | (6.5%) to 1.4% |
| Miscellaneous 3% at 60 | 1.4% to 2.4% | (9.1%) to (0.3%) | (6.8%) to 1.5% |
| Miscellaneous 2% at 62 | 0.7% to 1.6% | N/A | N/A |
| Safety 2% at 50 | 0.9% to 1.4% | (5.4%) to (4.2%) | (4.2%) to (2.9%) |
| Safety 3% at 55 | 1.3% to 2.7% | (4.4%) to (0.8%) | (3.0%) to 1.7% |
| Safety 3% at 50 | 1.5% to 4.3% | (16.1%) to 0.3% | (12.9%) to 4.3% |
| Safety 2.7% at 57 | 1.0% to 2.6% | N/A | N/A |

* Assumes the increase in unfunded liability due to the assumption changes will be amortized in accordance with current board policy, i.e. over a 20-year period with level dollar amortization. Also assumes no change to the member contribution rates.

## PEPRA Member Rates

With the enactment of the Public Employees' Pension Reform Act of 2013 (PEPRA) new benefits were established for new public employees in California hired on or after January 1, 2013. PEPRA members that are employed by public agencies are required to contribute 50% of the total normal cost of their pension benefit as determined by the actuary. However, the PEPRA member rate is not adjusted unless the PEPRA total normal cost changes by 1% of payroll or more.

Below is a table which illustrates the estimated impact on the total normal cost from the changes in actuarial assumptions including the discount rate change. If the change to the Total Normal Cost is 1% or greater, PEPRA members will pay half of the increase.

| Category | Estimated Change in PEPRA Total Normal Cost Rate (% of Payroll) |
|---|---|
| Public Agencies Miscellaneous | 0.7% to 1.6% |
| Public Agencies Safety | 1.0% to 2.6% |

The ranges listed above are expected to cover 90% of the Public Agency plans.

The figures in this letter are estimates. The actual impact of the new assumptions on your employer contribution requirement will be implemented in the June 30, 2021 actuarial valuations which will set the employer contribution requirements for FY 2023-24.

The results of the experience study are described in detail in the 2021 experience study report, which can be found on the CalPERS website.

## Questions

If you have any questions, call the CalPERS Customer Contact Center at **888 CalPERS** (or **888-**225-7377).

Scott Terando, Chief Actuary
Actuarial Office

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 15

**Agenda Item:** Joint application with El Dorado County for Grant from U.S. Economic Development Administration (EDA) for Middle-Mile Broadband Implementation

**Executive Summary:** Staff has been working with El Dorado County to develop and submit a grant application to the U.S. Economic Development Administration (EDA) for broadband Middle Mile implementation along US 50 and 89. The implementation of this broadband segment will provide the necessary connectivity along these corridors and will support the Broadband Feasibility Study which is underway. Caltrans has been invited to participate in this grant application.

**Requested Action / Suggested Motions:** Pass a Resolution: 1) Authorizing the Department of Public Works to jointly submit a grant application to the U.S. Economic Development Administration (EDA) in collaboration with El Dorado County for Middle-Mile Broadband Implementation along US 50 and 89; and 2) Committing to the match funding requirements in the total amount of $1,128,000 from 2021-2022 American Rescue Plan Act funding.
Responsible Staff Members: Joseph Irvin, City Manager and Anush Nejad, Director of Public Works

**Responsible Staff Member:** Joe Irvin, City Manager (530) - 542-6043
Anush Nejad, Director of Public Works (530) 542-6031

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

**Attachments**:

01 - Staff Report - Broadband Grant.docx
02 - Draft Project Location Map and Grant Description.docx
03 - Resolution - EDA Grant.doc

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

## Meeting Date: March 15, 2022

**Title: Authorization to submit a joint Grant Application with El Dorado County to the U.S. Economic Development Administration (EDA) for Middle-Mile Broadband Implementation along US 50 and 89**

**Location:** US 50 and 89 Corridor in City of South Lake Tahoe and El Dorado County

**Responsible Staff Member:** Joe Irvin, City Manager (530) 542-6043
Anush Nejad, Director of Public Works (530) 542-6031

**Background:** The City of South Lake Tahoe has been in discussion with El Dorado County for submittal of a joint grant application to the U.S. Economic Development Administration (EDA) for the implementation of a middle-mile broadband system along US 50 and 89.

In 2018, El Dorado County embarked on a Broadband Needs Assessment and Feasibility Study. NEO Connect was selected by the County to complete this study. On June 30, 2020, the El Dorado County Board provided directed staff to apply for a grant from the EDA. The grant was for priority areas within the County and included projects up to $4.5 million. The county staff completed all requirements of the submission and is in the final steps of receiving a formal grant offer. The project areas are Garden Valley, Georgetown, and Cool.

**Issue and Discussion:** On August 24, 2021, the El Dorado County Board directed the Chief Administrative Officer to continue conversations with the City of South Lake Tahoe to pursue the City's portion of the matching funds from South Lake Tahoe segments, primarily along US 50 and 89. The County Chief Administrative Officer and City Manager have been in discussion for collaboration and matching fund share for the project.

In accordance with City policies, the Public Works staff is requesting authorization to pursue the grant mentioned above for the US 50 and 89 projects, including the anticipated match funding requirement.

**Financial Implications:** NEO Connect has developed a draft grant plan that extends along US 50 and 89 as shown on the attached map. The County will be applying for the Fiscal Year 2021 American Rescue Plan Act under the Travel, Tourism, and Outdoor Recreation grant.

The proposed project his proposal will benefit approximately 2,342 parcels in the City of South Lake Tahoe and 147 parcels in the County for a total of 2,489 parcels that would benefit from this project. The estimated cost of this project is approximately $6.0 million.

The EDA grant funds typically require a 20% match. Therefore, the total required matching fund is $1.2 million for the project. Therefore, the recommended matching fund share between the City and County would be 94% for the City and 6% for the County. The matching fund portion for the City will be $1,128,000.

City staff has researched the use of the American Rescue Plan Act (ARPA) for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) as a matching fund since EDA is also a federal program. Based on the review of EDAs' grant information, if the applicant is using the "Revenue Reduction" component of the ARPA funding, then the ARPA funds can be used as a match. Therefore, staff recommends using the currently allocated $200,000 for the FY 2021 allocation of the American Rescue Plan Act (ARPA) for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the balance of the funds or $928,000 from the FY 2022 allocation of the SLFRF funds.

Since the project will involve the installation of a conduit system inside the Caltrans Right of Way and would ultimately require a Caltrans Encroachment Permit, we have reached out to Caltrans to join in this partnership and submit the joint grant application.

**Environmental Considerations:** The grant project will require compliance with CEQA and NEPA requirements, which will a part of the final design and environmental clearance. It is expected that this project will receive a Categorical Exclusion clearance.

**Policy Implications:** These projects advance the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.1 (Broadband for All)** connects the community via high-speed internet to serve the needs of local businesses, residents, attract remote workers to the Region and seek appropriate funding opportunities to assist in the evaluation of bringing broadband infrastructure to South Lake Tahoe.

The network will pass 2,489 total parcels. Below is a map showing the various types of parcels along the fiber route.

| Row Labels | County | SouthLakeTahoe | Grand Total |
|---|---|---|---|
| COM | 2 | 595 | 597 |
| IND | | 211 | 211 |
| MFR | 2 | 202 | 204 |
| MSC | 12 | 103 | 115 |
| RES | 124 | 900 | 1024 |
| UNK | 7 | 331 | 338 |
| Grand Total | 147 | 2342 | 2489 |

| Major Assumptions | Values |
|---|---|
| # Parcels/Passings | 2489 |
| Total Plant Miles | 16.79 |
| # Poles | 8 |
| Est. Aerial Miles | 0.00 |
| Est. UG Miles | 0.00 |
| Aerial % | 30% |
| UG % | 70% |
| Density HH/Mile | - |
| Take Rate | 40% |
| Make Ready Cost per m | $ - |
| ADSS or Strand/Lash | Strand/Lash |
| Missile Bore/Open Trench % | 0% |
| Directional Bore % | 100% |
| Plow % | 0% |
| LD Downtown % | 0% |
| HD Downtown % | 0% |
| Rock Adder % | 25% |
| Cut/Restore % | 0% |
| Make Ready Construction | yes |
| OLT Equipment | no |
| ONT Equipment | no |

Current Estimate of Probable Costs

| | | FTTH GPON |
|---|---|---|
| Overall | Project Cost before Contingency and Administrative | $ 4,918,263.20 |
| | Cost per HHP | $ 1,976.00 |
| | Cost per HHS | $ 4,940.00 |
| | Cost per MI | $ 292,951.92 |
| | | |
| Engr. Labor | Project Cost | $ 147,784.02 |
| | | |
| Aerial Labor | Project Cost | $ 266,589.22 |
| | | |
| UG Labor | Project Cost | $ 3,343,435.43 |
| | | |
| Tech Services Labor | Project Cost | $ 171,167.08 |
| | | |
| Customer Premise Labor | Project Cost | $ - |
| | | |
| | | |
| | | |
| OSP Materials | Project Cost | $ 989,287.46 |
| | | |
| Electronics | Project Cost | $ - |
| | | |
| Subtotal | | $ 4,918,263.20 |
| | | |
| Administrative (2%) | | $ 98,365.26 |
| | | |
| Contingency (20%) | | $ 983,652.64 |
| | | |
| Grand Total | | $ 6,000,281.11 |

**Resolution 2022-XXX**

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

**City Council**

**March 15, 2022**

# Approval of Joint Grant Application for Grant Funds from the U.S. Economic Development Administration (EDA) Grant Fund Program

**BACKGROUND**

A. The U.S. Economic Development Administration (EDA) has announced a grant opportunity for FY 2021 American Recure Plan Act Travel, Tourism, and Outdoor Recreation Notice of Funding Opportunity (NOF) (ARPA Tourism NOFO); and

B. EDA Competitive Tourism Grants, there are no application submission deadlines and Applications will be accepted on an ongoing basis until the publication of a new ARPA Tourism NOFO, cancellation of the NOFO, or all available funds have been expended; and

C. EDA's ARPA Tourism NOFO is designed to provide a wide range of financial assistance to communities and regions to rebuild and strengthen their travel, tourism, and outdoor recreation industry through various infrastructure and non-infrastructure projects.

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

1. Approves filing of a joint grant Application with El Dorado County for the U.S. Economic Development Administration (EDA) has announced a grant opportunity for FY 2021 American Recure Plan Act Travel, Tourism, and Outdoor Recreation.
2. States that the EDA grant will entail a middle-mile broadband implementation along US 50 and 89 from Stateline to the City Limits.
3. Certifies the Project is consistent with the City's general plan or the equivalent planning document.
4. Commits to the matching funds in the total amount of $1,128,000 from the Revenue Reduction portion of the ARPA 2021 and 2022 City's ARPA funding allocation, if the grant is awarded.
5. Appoints the City Manager as an agent to submit all documents, including but not limited to the Application, agreements, amendments, payment requests, and so on, which may be necessary to complete the Project.
6. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

Adopted by the City Council of the City of South Lake Tahoe on March 15, 2022, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk
*The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council*

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 16

**Agenda Item:** Grant Applications to Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program for Complete Streets Programmatic Master Plan and Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project

**Executive Summary:** The USDOT has issued a Notice of Funding Opportunity for the national infrastructure Investment under the infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law). There is a total of $1.5 million funding for the program, of which $15 million is guaranteed in the areas of historically disadvantaged communities, and $75 million for planning projects. The staff has selected two projects for this year's grant application: 1) Complete Street Programmatic Master Plan (Planning Project), and 2) Rudy Way/Overlook Court Erosion Control and Mobility Upgrade Project (Construction Phase)

**Requested Action / Suggested Motions:** Pass a Resolution: 1) Authorizing the Department of Public Works to submit two grant applications through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program; and 2) Committing to the match funding requirement in the amount of $480,000 for the Complete Streets Programmatic Master Plan and $400,000 for the Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project from the undesignated General Funds.
Responsible Staff Members: Anush Nejad, Director of Public Works and Jason Burke, Stormwater Program Coordinator

**Responsible Staff Member:** Anush Nejad, Director of Public Works (530) 542-6031
Jason Burke, Stormwater Program Coordinator (530) 542-6038

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

**Attachments**:

01 - Staff Report - RAISE Grants.docx
02 - Complete Streets Project Location Map.pdf
03 - Ruby Way Project Location Map.pdf
04 - Letter of Support from Caltrans-Complete Street Programmatic Master Plan Project.docx
05 - Letter of Support from Caltrans-Ruby Way Project.docx
06 - RAISE 2022 Intake Form 2-8-22 for Complete Street Master Plan.docx
07 - RAISE 2022 Intake Form 2-8-22 for Ruby Way Project.docx
08 - Resolution - RAISE Grants.doc

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

## Meeting Date: March 15, 2022

**Title: Authorization to Submit two Grant Applications for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program**

**Location:** Citywide for the Complete Streets Programmatic Master Plan (See Map)
Ruby Way/Overlook Court Neighborhood (See Map)

**Responsible Staff Member:** Anush Nejad, Director of Public Works (530) 542-6031
Jason Burke, Stormwater Program Coordinator (530) 542-6038

**Background:** The Public Works Department has identified two projects that are high-priority projects for the City to address environmental and mobility issues in the City. These projects are excellent candidates for the 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. The RAISE Grant is a part of the Infrastructure Investment and Jobs Act or Bipartisan Infrastructure Law (BIL) that was recently passed by the U.S. Congress.

Funds for the FY 2022 RAISE grant program are to be awarded on a competitive basis for surface transportation infrastructure projects that will have significant local or regional impacts. BIL authorized and appropriated $1.5 billion for FY 2022 for the Local and Regional Projects Assistance Program. In addition to the capital investments, the Department of Transportation (DOT) will award at least $75million eligible planning and design projects. US DOT will also award at least $15 million for projects in areas of historically disadvantaged communities, which includes a portion of South Lake Tahoe.

These grants are supportive of projects that improve safety, economic strength, and global competitiveness, equity, and climate and sustainability goals of US DOT. RAISE program also includes projects that reduce greenhouse gas emissions and are designed with specific elements to address climate change impacts environmental justice, particularly for communities that disproportionally experience climate change-related consequences. The minimum grant for rural projects is $1million (urban areas are census-designated areas with a population greater than 200,000 in the 2010 Census). The grant applications are due on April 14, 2022, and awardees will be notified by August 1, 2022. Typically, the matching funds for these grants is a 20% local match.

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

**Issue and Discussion:** City staff have identified two FY 22 RAISE Grant projects.

**1. Complete Street Programmatic Master Plan.** This would be a planning study to develop a Programmatic Master Plan to address flooding, drainage, and water quality issues, mobility, and access improvements for historically Disadvantaged Communities in the City of South Lake Tahoe and create a Programmatic Master Plan for Complete Street Design Plans in the City. The Complete Streets Concept is one of the goals of US DOT and consistent with TRPA recommendations to address infrastructure and mobility upgrades. The project will review the underlying drainage issues in the City and specifically develop a Complete Streets Master plan for the disadvantaged areas (approximately 50% of the City).

The Complete Streets Programmatic Master Plan will seek to address aging or inadequate underground infrastructure (drainage, water supply, and sewer) at the same time as providing above-ground mobility, safety, and accessibility streetscape improvements. By ensuring that underground infrastructure is updated to protect Lake Tahoe from urban runoff pollution, broadband needs are considered, water supply and fire flow systems are updated, and aging sewer conveyance system issues are resolved before surface mobility improvements are constructed, the master plan will ensure the City's 'dig once' approach to infrastructure upgrades are considered in this comprehensive approach to Complete Streets project planning. The project goal is to address mobility and alternative transportation modes in the City. It would also identify locations for EV charging stations in the project area.

The project's outcome will include a master plan for complete streets implementation and the required environmental documents and design plans to advance these projects to the construction phase.

**2. Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project.** This project will address environmental and mobility issues in the Ruby Way/Overlook Court neighborhood. The project directly benefits this historically Disadvantaged Community by reducing flood risk that dramatically impacts residents within low-income apartments and enhances mobility through bicycle and pedestrian access upgrades. The project area includes a segment of the South Tahoe Greenway Shared Use Trail (Dennis T. Machida Memorial Greenway) in a location that experiences periodic flooding due to the routing of concentrated runoff into eroding and incised channels and failing drainage culverts. The project will improve stormwater quality and reduce flooding in economically and socially disadvantaged neighborhoods.

The project was developed to address hillside drainage problems that would have impacted the future alignment of the South Tahoe Greenway Shared Use Trail (Dennis T. Machida Memorial Greenway) by combining drainage, water quality, and bike path improvements into one comprehensive project. In addition, the project includes climate change mitigation (encouraging active transportation) and climate resilience.

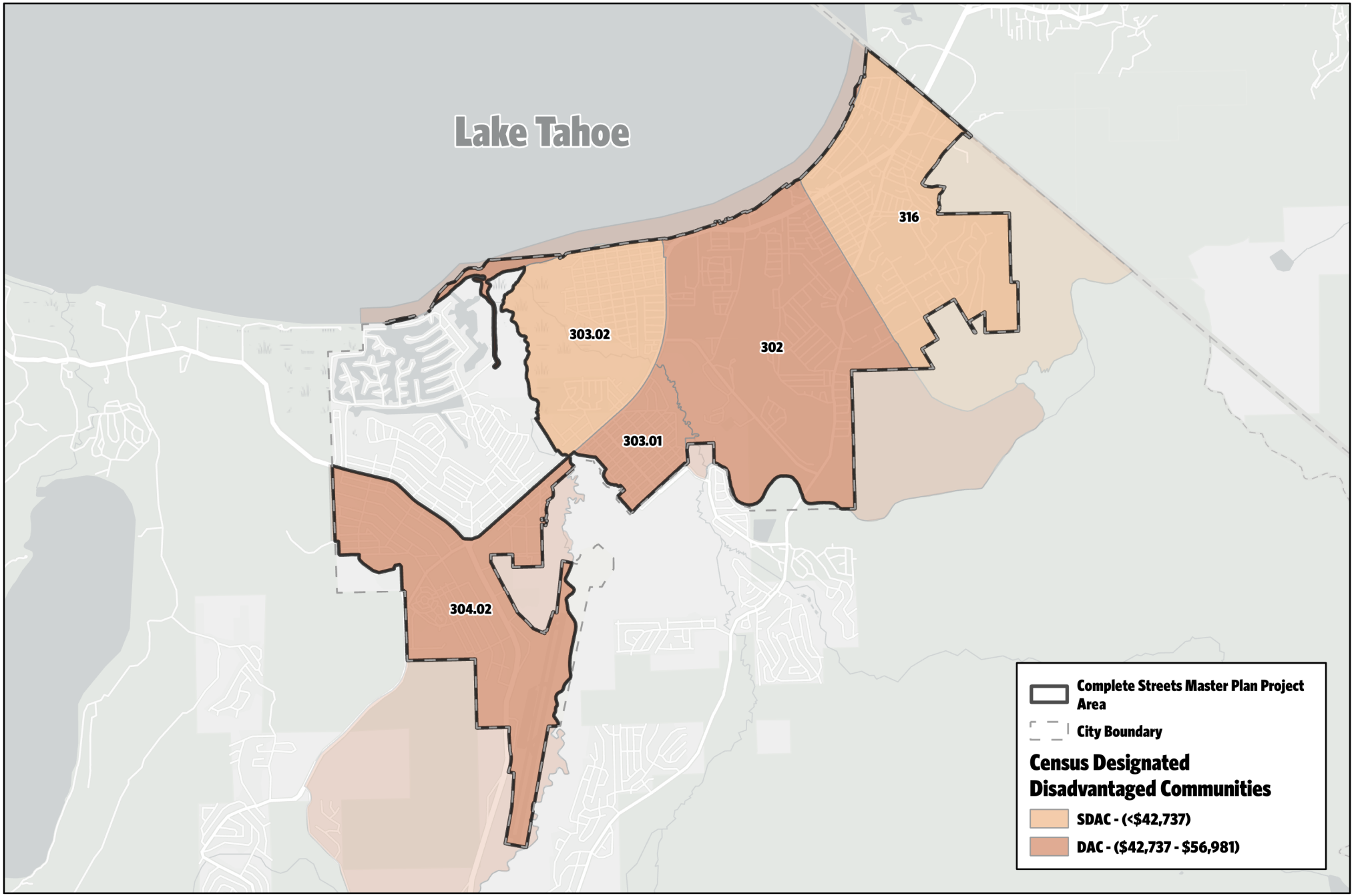
The design of the project is complete; however, currently, there is no funding available for the project's construction. Therefore, this project is near shovel-ready and a good candidate for the Construction Grant.

**Financial Implications:** The estimated cost of the Complete Streets Programmatic Master Plan is $2.4 million. Staff is recommending $1.92 million in RAISE grant request with 20% matching funds in the amount of $480,000, using undesignated General Funds balance. The estimated construction cost of the Rudy/Way Overlook Court Erosion Control and Mobility Improvement Project is $2 million. Staff is recommending a $1.6 million RAISE grant with a 20% local match in the amount of $400,000, using undesignated General Fund balance.

**Environmental Considerations:** The Complete Streets Programmatic Master Plan will include the preparation and approval of both the CEQA, TRPA and NEPA environmental documents. The Ruby Way/Overlook Court Erosion Control and Mobility Project have an approved CEQA document, but a NEPA document is required to meet federal requirements if the project is federally funded along with the TRPA Initial Environmental Checklist (IEC).

**Policy Implications:** These projects advance the City Council Strategic Priorities and Goals, specifically:

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




CITY OF SOUTH LAKE TAHOE

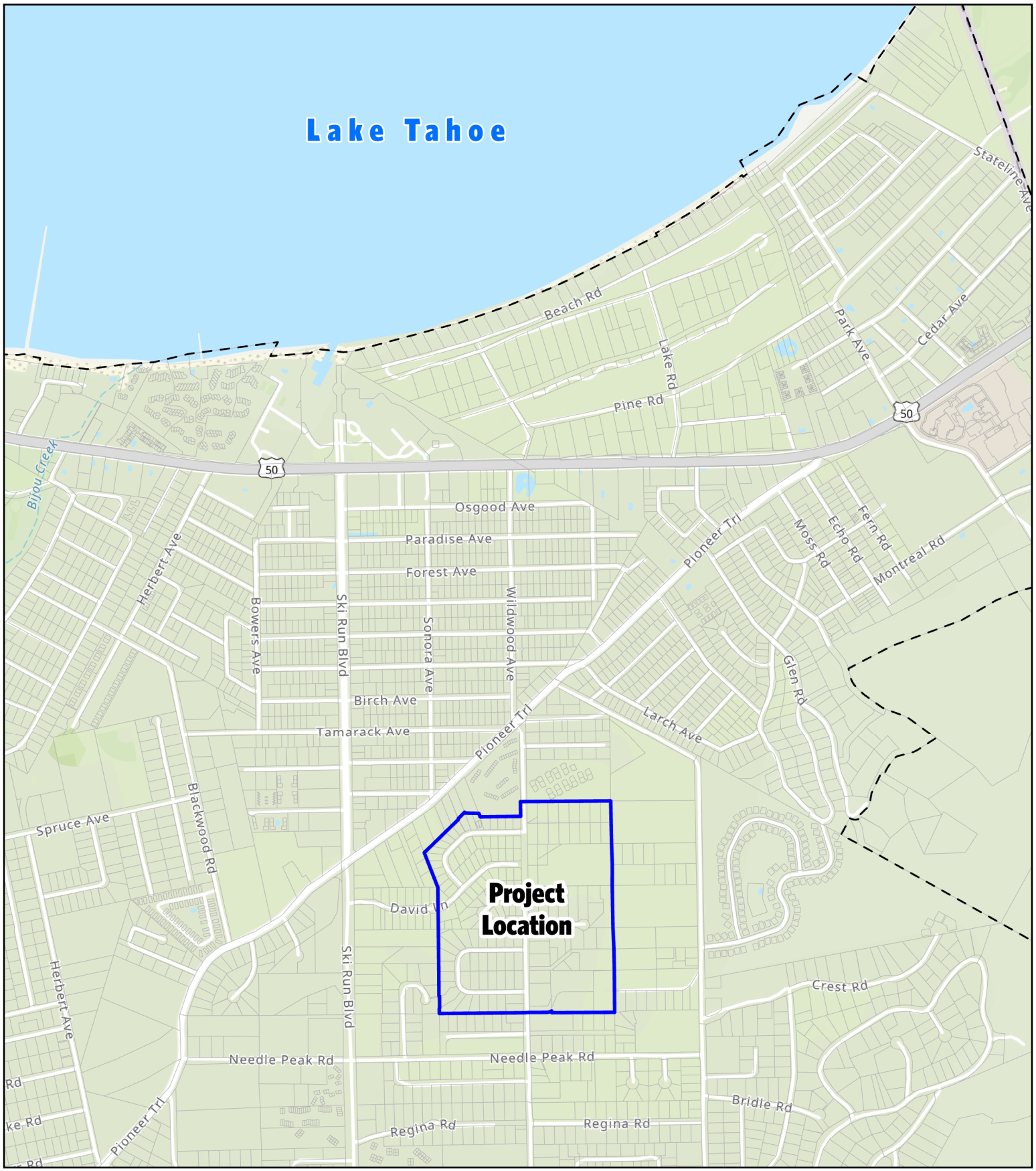
# Complete Street Programmatic Master Plan Project Location Map

N

0 0.5 1 1.5 Miles



\\1052tata2\public works\GIS files\Projects\PublicWorks\CompleteStreets\CompleteStreets.aprx | Project Location Map | 2/23/2022




CITY OF SOUTH LAKE TAHOE

# Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project Vicinity Map

0 500 1,000 Feet



Path: \\1052tata2\public works\GIS files\Projects\PublicWorks\StormWater\RubyWayOverlookCt\RubyWayOverlookCt.aprx| Vicinity Map | 2/23/2022

# California Department of Transportation

OFFICE OF THE DIRECTOR
P.O. BOX 942873, MS–49 | SACRAMENTO, CA 94273–0001
(916) 654-6130 | FAX (916) 653-5776 TTY 711
www.dot.ca.gov

April 08, 2022

The Honorable Pete Buttigieg
Secretary of the United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg:

The California Department of Transportation (Caltrans) supports the application of the City of South Lake Tahoe to the United States Department of Transportation's (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) competitive grant program for the Complete Street Programmatic Master Plan Project (Project).

The City of South Lake Tahoe requests $1,920,000 through the RAISE 2022 grant with 20% ($480,000) local match funds. The proposed Project is a planning effort that would benefit five (5) Historically Disadvantaged Community census tracks in the City. The master planning effort will develop a Complete Street Program to address flooding, mobility, and access improvements. The Complete Street design plans will enable the City to fund and build sustainable corridors to reduce Vehicle Miles Traveled (VMT), address safety, provide opportunities for mode shift, reduce long-term maintenance costs, and dramatically impacts residents within low-income neighborhoods. The Project addresses safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, innovation, and state of good repair criteria identified with the RAISE grant. In addition, it improves water quality for the Lake Tahoe basin, an environmentally sensitive region, and directly addresses Climate Change and Resiliency.

Caltrans is a significant partner with the City of South Lake Tahoe through the US 50 corridor, with access through the entire City.

Caltrans would like to thank USDOT for its consideration of this Project.

Sincerely,

TOKS OMISHAKIN
Director

**California Department of Transportation**

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www.dot.ca.gov

April 08, 2021

The Honorable Pete Buttigieg
Secretary of the United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg:

The California Department of Transportation (Caltrans) supports the application of the City of South Lake Tahoe to the United States Department of Transportation's (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) competitive grant program for the Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project (Project).

The City of South Lake Tahoe requests $2,000,000 through the RAISE 2022 grant with 20% ($400,000) local match funds. The Project is at 90% Design Level. It will directly benefit a Historically Disadvantaged Community in the City by reducing flooding risk that dramatically impacts residents within a low-income neighborhood and enhances mobility through bicycle and pedestrian access upgrades. The Project addresses environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, and state of good repair criteria identified with the RAISE grant application. In addition, it improves water quality for the Lake Tahoe basin, an environmentally sensitive region, and directly addresses Climate Change and Resiliency.

Caltrans is a significant partner with the City of South Lake Tahoe through the US 50 corridor, with access through the entire City.

Caltrans would like to thank USDOT for its consideration of this Project.

Sincerely,

TOKS OMISHAKIN
Director

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
Caltrans Letter of Support Request Intake Form
DIVISION OF TRANSPORTATION PLANNING
Rev 2/7/2022

## I. General Information

| | | |
|---|---|---|
| 1. Project Name*<br>Complete Street Programmatic Master Plan | | |
| 2. Requesting Agency Lead Applicant*<br>City of South Lake Tahoe | 3. Requesting Agency Co-Applicant(s)* | 4. Implementing Agency*<br>City of South Lake Tahoe |
| 5. Planning or Capital Grant*<br>Planning | | |
| 6. District* 3 7. County* El Dorado 8. Route* OFF 9. Start PM NA 10. End PM NA | | |
| 11. Urban/Rural Rural | 12. Areas of Persistent Poverty or Historically Disadvantaged Community (y/n)* Y | |
| 12a. If yes, which? Historically Disadvantaged Community | 13. Description of Area of Persistent Poverty or Historically Disadvantaged Community<br>Cencus Tracks: 316, 302, 303.01/.02, 304.02 are within the City of South Lake Tahoe | |
| 14. Location Description and Project Description*<br>This project will develop a Programmatic Master Plan to address flooding, drainage issues, mobility and access improvements for Historically Disadvantaged Communities and create a Programmatic Master Plan for Complete Street Design Plans in the City. | | |
| 15. Current Phase*<br>Concept Phase | 16. RAISE 2022 Requesting Phase(s)*<br>Planning Study | |
| 17. Total Project Cost ($x1000)*<br>$2,400 | 18. RAISE 2022 Request ($x1000)*<br>$1,920 | |
| 19. Construction Start date (mm/yy)<br>NA | | |
| 20. List Congressional Representative(s) by name and District Number*<br>Tom McClintock - Congressional District 4 | | |
| 21. Describe the extent of past/future Caltrans Stakeholder Engagement and Partnership on the project*<br>This Project is in Planning Stage. No Caltrans Stakeholder has been completed. This will be a part of the project. | | |
| 22. Identify the primary mode(s)* *Select up to two.*<br>☒ Bike/Pedestrian ☒ Complete Streets<br>☐ Freight ☐ Highway<br>☐ Managed Lanes ☐ ITS<br>☐ Port ☒ Transit<br>☐ Rail (Passenger) ☐ Rail (Freight)<br>Other (please describe): Environmental Mitigation | 23. Identify any secondary project mode(s)<br>*Select all that apply.*<br>☐ Bike/Pedestrian ☐ Complete Streets<br>☒ Freight ☒ Highway<br>☐ ITS ☐ Port<br>☐ Transit ☐ Rail (Freight)<br>☐ Rail (Passenger)<br>Other (please describe): | |

## II. Consistency with Statewide Goals & Priorities – Scoring Criteria

| |
|---|
| 24. MODE SHIFT: How does the project promote mode shift, including to rail, transit, or active transportation?<br><br>Yes. Approximately 5-10% through improvements in bicycle and pedestrian facilities and better access to transit. |
| 25. REDUCE Vehicle Miles Traveled (VMT): How does the project impact VMT?<br><br>Estimated at 5% |
| 25a. Does the scope include increasing general-purpose capacity on the State Highway System? (y/n)<br>N |
| 26. PUBLIC ENGAGEMENT: Does the project include and document a meaningful public engagement process that includes community-based participation?<br><br>Public Participation will be a part of the planning effort, |
| 27. BENEFITS TO DISADVANTAGED COMMUNITY (DAC): Does the project incorporate local communities needs to provide benefits to a DAC?<br><br>Yes. The project will mitigate environmental impacts due to flooding and drainage issues, improve access and mobility and create a safer environment for the residents of South Lake Tahoe and tourists visiting the area. |
| 28. IMPROVE SAFETY: Does the project include safety improvements/enhancements to reduce fatalities and severe injuries for all users in alignment with the Safe Systems approach?<br><br>Yes. The project will provide pedestrian and bicycle facilities and will reduce fatalities and injuries as a result of lack of these facilities. |
| 29. EXPAND ZERO EMISSION VEHICLE (ZEV) INFRASTRUCTURE: Does the project include and/or improve access to ZEV charging or fueling infrastructure?<br><br>Yes. The project will include planning for EV charging stations at appropriate locations |
| 30. ADDRESS CLIMATE CHANGE: Does the project improve climate adaptation and resiliency by addressing one or more climate risk(s)?<br><br>Yes. The project will mitigate environmental impacts, impacts to Lake Tahoe and increase resiliency in the community. |
| 31. NATURAL AND WORKING LANDS: How does the project plan to minimize the impact on natural resources and ecosystems?<br><br>Yes. The project will have direct positive impact on drainage issues in the City and sediment transport to the South Lake Tahoe Basin. |
| 32. INFILL DEVELOPMENT: Does the project promote infill development and transportation-efficient land use patterns while protecting residents and businesses from displacement?<br><br>To Some extent, but not significantly. |
| 33. Additional considerations/story telling:<br>The Complete Streets Programmatic Master Plan will seek to address aging or inadequate underground infrastructure (drainage, water supply and sewer) at the same time as providing above-ground mobility, safety and accessibility streetscape improvements. By ensuring that underground infrastructure is updated to protect Lake Tahoe from urban runoff pollution, broadband needs are considered, water supply and fire flow systems are updated, and aging sewer conveyance system issues are resolved before surface mobility improvements are constructed, the master plan will ensure the City's 'dig once' approach to infrastructure upgrades are considered in this comprehensive approach to Complete Streets project planning. |

## II. District Contact Information

| | |
|---|---|
| 34. Name (First, Last)* Anush Nejad | |
| Title* Director of Public Works | Phone* 530-542-6031 |

| | |
|---|---|
| Required: | • Letter of Support Request Intake Form (this document)<br>• Letter of Support on Caltrans Letter Head (word document) |
| Optional: | • Project Factsheet (highly encouraged)<br>• Vicinity Map<br>• Other relevant documents |

### Important Instructions

Please use this worksheet to collaborate with external partners and compile the information prior to completing the submittal form via Smartsheet. Fields marked with an asterisk (*) are required.

Districts must screen each letter of support request PRIOR to submitting the request via Smartsheet. Districts should only submit requests that are in alignment with Caltrans Goals and Policies and the Climate Action Plan for Transportation Infrastructure (CAPTI) Investment Framework.

Submit projects via Smartsheet by February 28, 2022

# Nomination Intake Form Instructions

| No. | Instructions |
|---|---|
| 1 | PROJECT NAME: Enter the project name. |
| 2 | REQUESTING AGENCY LEAD APPLICANT: Please list the name of the agency that is submitting the RAISE Application as lead applicant |
| 3 | REQUESTING AGENCY CO-APPLICANT: Please list the name(s) of the agency(ies) that is submitting the RAISE Application as the co-applicant(s) |
| 4 | IMPLEMENTING AGENCY: Please list the name of the agency that would be implementing the project if the project is funded through RAISE |
| 5 | PLANNING OR CAPITAL GRANT: Please list if the project is competing for the Planning or Capital RAISE pot of funding |
| 6 | DISTRICT: Enter the Caltrans district number as a 2-digit. |
| 7 | COUNTY: Enter the abbreviate form of the county (i.e. LA, SAC, etc.). If project is in multiple counties, enter all counties separated by forward slash (i.e. SJ/STA). Provide additional details in #13. |
| 8 | ROUTE: Enter the route number(s). Use commas to separate multiple routes (ex: "5,99"). For off-system, type "OFF." Provide additional details, as needed, in #13. |
| 9 | START PM: Enter the begin post mile limits. Include prefix or suffix, if applicable. If project is on multiple routes, enter "MULTI" for PM and provide additional details of the locations in #14. |
| 10 | END PM: Enter the end post mile limits. Include prefix or suffix, if applicable. If project is on multiple routes, enter "MULTI" for PM and provide additional details of the locations in #14. |
| 11 | URBAN/RURAL: Enter if the project is in an urban or rural area according to RAISE 2022 criteria: https://www.transportation.gov/RAISEgrants/urbanized-areas |
| 12 | AREAS OF PERSISTENT POVERTY OR HISTORICALLY DISADVANTAGED COMMUNITIES: Enter if your Project is located in an Area of Persistent Poverty or Historically Disadvantaged Communities, as defined by the RAISE 2022 criteria: https://www.transportation.gov/RAISEgrants/raise-areas-persistent-poverty |
| 12a | IF YES, WHICH? Enter which area(s) the project falls within (Areas of Persistent Poverty and/or Historically Disadvantaged Communities |
| 13 | DESCRIPTION OF AREA OF PERSISTENT POVERTY OR HISTORICALLY DISADVANTAGED COMMUNITY: Clearly and explicitly describe the Project's direct benefits to Areas of Persistent Poverty |
| 14 | LOCATION DESCRIPTION AND PROJECT DESCRIPTION: Provide a brief description of the project location(s) and description of the proposed project. Include relevant information, as applicable (bike class and lengths, adding/converting lanes, if pricing managed lanes, etc.). Please spell out first instances of acronyms. Include multiple counties, routes, and PM limits, if necessary. |
| 15 | CURRENT PHASE: Enter the project's current phase |
| 16 | RAISE 2022 Requesting Phase(s): Enter the project phase(s) the application is requesting RAISE to fund |
| 17 | TOTAL PROJECT COST (x$1000): Enter the total project cost (across all phases) |
| 18 | RAISE 2022 Request (x$1000): Enter the grant amount that the applicant is requesting from RAISE |
| 19 | CONSTRUCTION START DATE (mm/yy): Enter the anticipated construction start date. Enter the year if that is the only known information |
| 20 | LIST CONGRESSIONAL REPRESENTATIVE(S) BY NAME AND DISTRICT NUMBER: Enter the name of the Congressional Representative and Congressional District number in which the project is located. https://www.govtrack.us/congress/members |
| 21 | LIST THE HISTORY OF CALTRANS PARTNERSHIP AND CALTRANS STAKEHOLDER ENGAGEMENT WITH THE PROJECT: List the history of Caltrans partnership and stakeholder engagement throughout the life of the project |
| 22 | PRIMARY MODE: Select the primary mode(s) of the proposed project. Select up to 2 modes if needed. |
| 23 | SECONDARY MODE: Select any secondary project mode(s). |
| 24 | MODE SHIFT: The purpose of this question is to identify the Project's ability to facilitate mode shift. Caltrans is looking to support projects that provide viable, multimodal alternatives to vehicle travel or that eliminate gaps to the first or last mile of multimodal trips. Priority freight projects will facilitate intermodal interchange, transfer, and/or access into or out of a port/rail facility to shift cargo from roadways to |

| No. | Instructions |
|---|---|
| | rail/marine highway. Priority rural projects will increase transit and passenger rail service through investment in bus service, vanpools, micro-transit or mobility on demands services, park and ride facilities and adjacent passenger rail service. Describe how the project to build towards an integrated, statewide rail and transit network (i.e. transit lane) to provide seamless, affordable, multimodal travel options in all contexts. Describe how the project invests in networks of safe and accessible bicycle and pedestrian infrastructure, particularly by closing gaps on portions of the State Highway System that intersect local active transportation and transit networks, or serve as small town or rural main streets, with a focus on investments in low-income and disadvantaged communities. Provide available data/exhibits. |
| 25 | REDUCE VMT: The purpose of this question is to determine the Project's VMT impacts. Caltrans is looking to support projects that do not significantly increase motor vehicle travel, particularly in congested urbanized settings where other mobility options can be provided and where projects are shown to induce significant auto travel. These projects should generally aim to reduce VMT and not induce significant VMT growth (CAPTI page 17). In less congested rural areas, highway capacity expansion can be less likely to induce travel. Nevertheless, the benefits and drawbacks of widening roadways in this context must be weighed carefully. Describe how the project proposes to reduce VMT and include alternatives to highway capacity expansion, such as providing multimodal and non-auto mode options in the corridor, employing pricing strategies, and using technology to optimize operations. Describe if the project considers alternatives to general purpose lane, HOV, and HOT lane additions that may potentially induce demand. Provide available data/exhibits. |
| 25a | DOES THE SCOPE INCLUDE INCREASING GENERAL-PURPOSE CAPACITY ON THE STATE HIGHWAY SYSTEM? Enter yes if the project is increases general-purpose capacity on the SHS, including aux lanes and interchanges. |
| 26 | PUBLIC ENGAGEMENT: The purpose of this question is to determine if a project adequately includes the needs of underrepresented groups through its public engagement process. Consideration is given to whether a project provided a diverse array of opportunities for members of underrepresented groups, contacted community leaders of underrepresented groups, provided engagement at the appropriate times of project development, adequately documents the public engagement process, ensured adequate resources were allocated to the public engagement process, and demonstrates that the project design or scope was changed to accommodate needs and perspectives provided by the public engagement process. Describe how the project includes or plans to include community-based public participation, including noticed meetings and consultation with local stakeholders, which culminated in the project proposal. Please describe the local participation process and events that occurred or planned; how involvement of disadvantaged community stakeholders resulted in the needs to mitigate disproportionate and adverse health, environmental, social, and economic impacts to minority populations and low-income populations; and if the project was requested and supported by the affected disadvantaged community. Provide available data/exhibits (event dates, approximate attendees), significant support/opposition to the project, major comments raised, and Caltrans' response to those comments. |
| 27 | BENEFITS TO DISADVANTAGED COMMUNITY (DAC): The purpose of this question is to determine if the project provides benefits a DAC. Caltrans seeks to support those projects which provide the greatest benefits that serve the most severely disadvantaged communities. Describe how the project proposes to advance equity and reduce or eliminate transportation burdens and/or barriers for low-income communities, communities of color, people with disabilities, and other disadvantaged groups. Describe how the project is expected to directly benefit disadvantaged, low-income communities; and if the project is expected to improve low-cost access to opportunity and/or reduce VMT and traffic volumes in that community. Provide available data/exhibits. |
| 28 | SAFETY: The purpose of this question is to identify how the project incorporates safety countermeasures to reduce fatalities and severe injuries of all users toward zero on our roadways. Caltrans seeks to support projects in alignment with the Safe Systems Approach, which involves anticipating human mistakes and designing & managing infrastructure to keep the risk of a mistake low.<br>Describe how the project includes safety improvements/enhancements to reduce fatalities and injuries of all users toward zero on the State Highway System, railways, and transit systems. Please describe elements |

| No. | Instructions |
|---|---|
| | that improve or enhance safety, such as context appropriate speeds, prioritizing vulnerable user safety to support mode shift, designing roadways to accommodate potential human errors and injury tolerances that ultimately implements a safe-systems approach, and potential reduction in trips or miles travels that may yield inherent safety benefits. Provide available data/exhibits. |
| 29 | EXPAND ZEV INFRASTRUCTURE: The purpose of this question is to evaluate the extent to which the project supports and encourages the use of ZEV's and alternative fuels. Caltrans seeks to support projects that provide and improve access to ZE charging and alternative fueling infrastructure, especially in rural/remote areas and where key gaps in charging/fueling infrastructure exist. Caltrans looks to support rail projects that provide ZE/alternative fuel l freight or passenger rail projects and freight projects that provide ZE truck chargers or alternative fueling. Describe how the project supports the innovation and development of the ZE market and help ensure ZEVs are accessible to all, particularly to those in more rural or remote communities, if applicable. If the project plans to install new ZE infrastructure, indicate the number of units and potential locations being considered. Provide available data/exhibits. |
| 30 | ADDRESS CLIMATE CHANGE: The purpose of this question is to evaluate how the project addresses identified climate risks and implement adaptation strategies/measures to enhance resilience to climate impact(s) that are occurring or anticipated. All projects are required to demonstrate consideration of and consistency with State goals, and where applicable, regional, or local adaptation plans or policies. Projects on the SHS should reference Caltrans' products on climate vulnerability, including the Vulnerability Assessments and Adaptation Priority Reports. These data sources may be supplemented as needed to identify climate impacts to adjacent areas beyond the SHS using other State or federal climate data sources. Projected climate impacts for non-highway projects such as passenger/freight rail, seaport, transit, or active transportation projects are not available through Caltrans vulnerability assessments or adaptation priority reports. Those types of projects may use other resources such as Cal-Adapt.org or other local climate data sources to explain vulnerability to a climate change impact. Describe how the project achieves statewide GHG emission reduction targets, increase resilience to climate change, and/or has engaged communities most vulnerable to climate change. Please Indicate if the project area is identified in the District Vulnerability Assessments Report, Adaptation Priorities Report, Corridor Plan, and/or a regional or local climate change adaptation plans. Describe how the project may consider project elements that combat climate change and/or improve existing assets that are potentially exposed to climate change stressors as identified in the aforementioned documents. Describe if the project is identified as an emergency evacuation route or in an emergency plan/hazard mitigation plan and potential improvements using an approach that is supported by state/local emergency services. Provide available data/exhibits. |
| 31 | NATURAL AND WORKING LANDS: The purpose of this question is to measure how the project incorporates nature-based solutions to protect or enhance natural and working lands, which include natural ecosystems and other landscapes like agricultural lands. Specifically, on how the project avoids conversion of natural or working lands to more intensified uses, and/or how it enhances biodiversity. The question also measures how the project supports local and regional conservation planning that focuses development where it already exists, and how the project aligns transportation investments with conservation priorities to reduce transportation's impact on the natural environment. Response to this criterion is intended to be independent of potential mitigation measures pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) or other laws rules or regulations regarding natural resources. Describe how the project proposes to protect natural and working lands from conversion to more intensified uses and enhance biodiversity by supporting local and regional conservation planning that focuses development where it already exists. Describe the extent to which the project may reduce land use development that may consume natural or working lands or focus development that may allow for both development and land preservation. Describe how the project aligns transportation investments with conservation priorities to reduce transportation's impact on the natural environment. Provide available data/exhibits. |
| 32 | INFILL DEVELOPMENT: The purpose of this question is to determine if the Project promotes infill development and land use patterns while protecting residents and businesses from displacement. Development will be |

| No. | Instructions |
|---|---|
| | considered infill if it lies within dark purple areas of the Heatmap layer in the Governor's Office of Planning and Research's Site Check tool available at https://sitecheck.orp.ca.gov/ and how the project provides opportunity for walking, biking, transit, and providing transportation options to support infill development. Describe how the project proposes to promote compact infill development and land use patterns while protecting residents and businesses from displacements, especially in disadvantaged communities. |
| 33 | ADDITIONAL CONSIDERATIONS/STORY TELLING: Please provide other significant information you would like to be considered in the evaluation process that is not covered in other sections of the form, such as project benefits and/or challenges (risks, constraints, etc.), what is the issue(s) the project is trying to solve? How is the project fixing the issue(s)? |
| 34 | NAME, TITLE, PHONE: Enter the district contact information that is knowledgeable of the project and can provide or coordinate any additional requests on the project. |

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
Caltrans Letter of Support Request Intake Form
DIVISION OF TRANSPORTATION PLANNING
Rev 2/7/2022

## I. General Information

| | | |
|---|---|---|
| 1. Project Name*<br>Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project | | |
| 2. Requesting Agency Lead Applicant*<br>City of South Lake Tahoe | 3. Requesting Agency Co-Applicant(s)* | 4. Implementing Agency*<br>City of South Lake Tahoe |
| 5. Planning or Capital Grant*<br>Capital Grant | | |
| 6. District* 3 7. County* El Dorado 8. Route* OFF 9. Start PM NA 10. End PM NA | | |
| 11. Urban/Rural Rural | 12. Areas of Persistent Poverty or Historically Disadvantaged Community (y/n)* Y | |
| 12a. If yes, which? Historically Disadvantaged Community | 13. Description of Area of Persistent Poverty or Historically Disadvantaged Community<br>Census Track: 316 is within the City of South Lake Tahoe. The Project area is along Wildwood Avenue in the Ruby Way Neighborhood | |
| 14. Location Description and Project Description*<br>The project directly benefits the Disadvantaged Community by reducing flood risk that dramatically impacts residents within low-income apartments and enhances mobility through bicycle and pedestrian access upgrades. The project area includes a segment of the South Tahoe Greenway Shared Use Trail (Dennis T. Machida Memorial Greenway) in a location that experiences periodic flooding due to the routing of concentrated runoff into eroding and incised channels and failing drainage culverts. The project will improve stormwater quality and reduce flooding in economically and socially disadvantaged neighborhoods. | | |
| 15. Current Phase*<br>Design Completed including CEQA document. | 16. RAISE 2022 Requesting Phase(s)*<br>Construction Phase | |
| 17. Total Project Cost ($x1000)*<br>$2,000 | 18. RAISE 2022 Request ($x1000)*<br>$1,600 | |
| 19. Construction Start date (mm/yy)<br>04/24 | | |
| 20. List Congressional Representative(s) by name and District Number*<br>Tom McClintock - Congressional District 4 | | |
| 21. Describe the extent of past/future Caltrans Stakeholder Engagement and Partnership on the project*<br>The project design included public outreach. Caltrans was not engaged as it does not include State Highway. | | |
| 22. Identify the primary mode(s)* *Select up to two.*<br>☒ Bike/Pedestrian ☒ Complete Streets<br>☐ Freight ☐ Highway<br>☐ Managed Lanes ☐ ITS<br>☐ Port ☒ Transit<br>☐ Rail (Passenger) ☐ Rail (Freight)<br>Other (please describe): Environmental Mitigation | 23. Identify any secondary project mode(s) *Select all that apply.*<br>☐ Bike/Pedestrian ☐ Complete Streets<br>☒ Freight ☒ Highway<br>☐ ITS ☐ Port<br>☐ Transit ☐ Rail (Freight)<br>☐ Rail (Passenger)<br>Other (please describe): | |

## II. Consistency with Statewide Goals & Priorities – Scoring Criteria

| |
|---|
| 24. MODE SHIFT: How does the project promote mode shift, including to rail, transit, or active transportation?<br><br>Yes. Approximately 5-10% through improvements in bicycle and pedestrian facilities and better access. The project includes construction of a segment of the South Tahoe Greenway Shared Use Trail (Dennis T. Machida Memorial Greenway, a trial envisioned to create neighbor connectors and an improved active transportation network on the South Shore of Lake Tahoe. |
| 25. REDUCE Vehicle Miles Traveled (VMT): How does the project impact VMT?<br><br>Estimated at 2-5% |
| 25a. Does the scope include increasing general-purpose capacity on the State Highway System? (y/n)<br>N |
| 26. PUBLIC ENGAGEMENT: Does the project include and document a meaningful public engagement process that includes community-based participation?<br><br>Public Participation was conducted during the project development and design phases. |
| 27. BENEFITS TO DISADVANTAGED COMMUNITY (DAC): Does the project incorporate local communities needs to provide benefits to a DAC?<br><br>Yes. The project will mitigate existing flooding and drainage issues, improve access and mobility and create a safer environment for the residents of South Lake Tahoe and tourists visiting the area. |
| 28. IMPROVE SAFETY: Does the project include safety improvements/enhancements to reduce fatalities and severe injuries for all users in alignment with the Safe Systems approach?<br><br>Yes. The project will upgrade pedestrian and bicycle facilities and will reduce fatalities and injuries as a result of the lack of these facilities. |
| 29. EXPAND ZERO EMISSION VEHICLE (ZEV) INFRASTRUCTURE: Does the project include and/or improve access to ZEV charging or fueling infrastructure?<br><br>No. |
| 30. ADDRESS CLIMATE CHANGE: Does the project improve climate adaptation and resiliency by addressing one or more climate risk(s)?<br><br>Yes. The project will mitigate environmental impacts, reduce impacts from sediment on the clarity of Lake Tahoe, and increase resiliency in the community. As climate change projections anticipate more extreme weather (increased rain instead of snow), improving drainage infrastructure will alleviate current and future flooding of downstream multi-family residential areas. The project will assist traditionally underserved communities through improved infrastructure for climate resilience. |
| 31. NATURAL AND WORKING LANDS: How does the project plan to minimize the impact on natural resources and ecosystems?<br><br>Yes. The project will have a direct positive impact on drainage issues in the City, reduce hillside erosion, and minimize sediment transport to Lake Tahoe. |
| 32. INFILL DEVELOPMENT: Does the project promote infill development and transportation-efficient land use patterns while protecting residents and businesses from displacement?<br><br>No. |
| 33. Additional considerations/story telling:<br>The project was developed to address hillside drainage problems that would have impacted the future alignment of the South Tahoe Greenway Shared Use Trail (Dennis T. Machida Memorial Greenway) by combining drainage, water quality, and bike path improvements into one comprehensive project. The project includes climate change mitigation (encouraging active transportation) and climate resilience. |

## II. District Contact Information

| | |
|---|---|
| 34. Name (First, Last)* Anush Nejad | |
| Title* Director of Public Works | Phone* 530-542-6031 |

| | |
|---|---|
| Required: | • Letter of Support Request Intake Form (this document)<br>• Letter of Support on Caltrans Letter Head (word document) |
| Optional: | • Project Factsheet (highly encouraged)<br>• Vicinity Map<br>• Other relevant documents |

### Important Instructions

Please use this worksheet to collaborate with external partners and compile the information prior to completing the submittal form via Smartsheet. Fields marked with an asterisk (*) are required.

Districts must screen each letter of support request PRIOR to submitting the request via Smartsheet. Districts should only submit requests that are in alignment with Caltrans Goals and Policies and the Climate Action Plan for Transportation Infrastructure (CAPTI) Investment Framework.

Submit projects via Smartsheet by February 28, 2022

# Nomination Intake Form Instructions

| No. | Instructions |
|---|---|
| 1 | PROJECT NAME: Enter the project name. |
| 2 | REQUESTING AGENCY LEAD APPLICANT: Please list the name of the agency that is submitting the RAISE Application as lead applicant |
| 3 | REQUESTING AGENCY CO-APPLICANT: Please list the name(s) of the agency(ies) that is submitting the RAISE Application as the co-applicant(s) |
| 4 | IMPLEMENTING AGENCY: Please list the name of the agency that would be implementing the project if the project is funded through RAISE |
| 5 | PLANNING OR CAPITAL GRANT: Please list if the project is competing for the Planning or Capital RAISE pot of funding |
| 6 | DISTRICT: Enter the Caltrans district number as a 2-digit. |
| 7 | COUNTY: Enter the abbreviate form of the county (i.e. LA, SAC, etc.). If project is in multiple counties, enter all counties separated by forward slash (i.e. SJ/STA). Provide additional details in #13. |
| 8 | ROUTE: Enter the route number(s). Use commas to separate multiple routes (ex: "5,99"). For off-system, type "OFF." Provide additional details, as needed, in #13. |
| 9 | START PM: Enter the begin post mile limits. Include prefix or suffix, if applicable. If project is on multiple routes, enter "MULTI" for PM and provide additional details of the locations in #14. |
| 10 | END PM: Enter the end post mile limits. Include prefix or suffix, if applicable. If project is on multiple routes, enter "MULTI" for PM and provide additional details of the locations in #14. |
| 11 | URBAN/RURAL: Enter if the project is in an urban or rural area according to RAISE 2022 criteria: https://www.transportation.gov/RAISEgrants/urbanized-areas |
| 12 | AREAS OF PERSISTENT POVERTY OR HISTORICALLY DISADVANTAGED COMMUNITIES: Enter if your Project is located in an Area of Persistent Poverty or Historically Disadvantaged Communities, as defined by the RAISE 2022 criteria: https://www.transportation.gov/RAISEgrants/raise-areas-persistent-poverty |
| 12a | IF YES, WHICH? Enter which area(s) the project falls within (Areas of Persistent Poverty and/or Historically Disadvantaged Communities |
| 13 | DESCRIPTION OF AREA OF PERSISTENT POVERTY OR HISTORICALLY DISADVANTAGED COMMUNITY: Clearly and explicitly describe the Project's direct benefits to Areas of Persistent Poverty |
| 14 | LOCATION DESCRIPTION AND PROJECT DESCRIPTION: Provide a brief description of the project location(s) and description of the proposed project. Include relevant information, as applicable (bike class and lengths, adding/converting lanes, if pricing managed lanes, etc.). Please spell out first instances of acronyms. Include multiple counties, routes, and PM limits, if necessary. |
| 15 | CURRENT PHASE: Enter the project's current phase |
| 16 | RAISE 2022 Requesting Phase(s): Enter the project phase(s) the application is requesting RAISE to fund |
| 17 | TOTAL PROJECT COST (x$1000): Enter the total project cost (across all phases) |
| 18 | RAISE 2022 Request (x$1000): Enter the grant amount that the applicant is requesting from RAISE |
| 19 | CONSTRUCTION START DATE (mm/yy): Enter the anticipated construction start date. Enter the year if that is the only known information |
| 20 | LIST CONGRESSIONAL REPRESENTATIVE(S) BY NAME AND DISTRICT NUMBER: Enter the name of the Congressional Representative and Congressional District number in which the project is located. https://www.govtrack.us/congress/members |
| 21 | LIST THE HISTORY OF CALTRANS PARTNERSHIP AND CALTRANS STAKEHOLDER ENGAGEMENT WITH THE PROJECT: List the history of Caltrans partnership and stakeholder engagement throughout the life of the project |
| 22 | PRIMARY MODE: Select the primary mode(s) of the proposed project. Select up to 2 modes if needed. |
| 23 | SECONDARY MODE: Select any secondary project mode(s). |
| 24 | MODE SHIFT: The purpose of this question is to identify the Project's ability to facilitate mode shift. Caltrans is looking to support projects that provide viable, multimodal alternatives to vehicle travel or that eliminate gaps to the first or last mile of multimodal trips. Priority freight projects will facilitate intermodal interchange, transfer, and/or access into or out of a port/rail facility to shift cargo from roadways to |

| No. | Instructions |
|---|---|
| | rail/marine highway. Priority rural projects will increase transit and passenger rail service through investment in bus service, vanpools, micro-transit or mobility on demands services, park and ride facilities and adjacent passenger rail service. Describe how the project to build towards an integrated, statewide rail and transit network (i.e. transit lane) to provide seamless, affordable, multimodal travel options in all contexts. Describe how the project invests in networks of safe and accessible bicycle and pedestrian infrastructure, particularly by closing gaps on portions of the State Highway System that intersect local active transportation and transit networks, or serve as small town or rural main streets, with a focus on investments in low-income and disadvantaged communities. Provide available data/exhibits. |
| 25 | REDUCE VMT: The purpose of this question is to determine the Project's VMT impacts. Caltrans is looking to support projects that do not significantly increase motor vehicle travel, particularly in congested urbanized settings where other mobility options can be provided and where projects are shown to induce significant auto travel. These projects should generally aim to reduce VMT and not induce significant VMT growth (CAPTI page 17). In less congested rural areas, highway capacity expansion can be less likely to induce travel. Nevertheless, the benefits and drawbacks of widening roadways in this context must be weighed carefully. Describe how the project proposes to reduce VMT and include alternatives to highway capacity expansion, such as providing multimodal and non-auto mode options in the corridor, employing pricing strategies, and using technology to optimize operations. Describe if the project considers alternatives to general purpose lane, HOV, and HOT lane additions that may potentially induce demand. Provide available data/exhibits. |
| 25a | DOES THE SCOPE INCLUDE INCREASING GENERAL-PURPOSE CAPACITY ON THE STATE HIGHWAY SYSTEM? Enter yes if the project is increases general-purpose capacity on the SHS, including aux lanes and interchanges. |
| 26 | PUBLIC ENGAGEMENT: The purpose of this question is to determine if a project adequately includes the needs of underrepresented groups through its public engagement process. Consideration is given to whether a project provided a diverse array of opportunities for members of underrepresented groups, contacted community leaders of underrepresented groups, provided engagement at the appropriate times of project development, adequately documents the public engagement process, ensured adequate resources were allocated to the public engagement process, and demonstrates that the project design or scope was changed to accommodate needs and perspectives provided by the public engagement process. Describe how the project includes or plans to include community-based public participation, including noticed meetings and consultation with local stakeholders, which culminated in the project proposal. Please describe the local participation process and events that occurred or planned; how involvement of disadvantaged community stakeholders resulted in the needs to mitigate disproportionate and adverse health, environmental, social, and economic impacts to minority populations and low-income populations; and if the project was requested and supported by the affected disadvantaged community. Provide available data/exhibits (event dates, approximate attendees), significant support/opposition to the project, major comments raised, and Caltrans' response to those comments. |
| 27 | BENEFITS TO DISADVANTAGED COMMUNITY (DAC): The purpose of this question is to determine if the project provides benefits a DAC. Caltrans seeks to support those projects which provide the greatest benefits that serve the most severely disadvantaged communities. Describe how the project proposes to advance equity and reduce or eliminate transportation burdens and/or barriers for low-income communities, communities of color, people with disabilities, and other disadvantaged groups. Describe how the project is expected to directly benefit disadvantaged, low-income communities; and if the project is expected to improve low-cost access to opportunity and/or reduce VMT and traffic volumes in that community. Provide available data/exhibits. |
| 28 | SAFETY: The purpose of this question is to identify how the project incorporates safety countermeasures to reduce fatalities and severe injuries of all users toward zero on our roadways. Caltrans seeks to support projects in alignment with the Safe Systems Approach, which involves anticipating human mistakes and designing & managing infrastructure to keep the risk of a mistake low.<br>Describe how the project includes safety improvements/enhancements to reduce fatalities and injuries of all users toward zero on the State Highway System, railways, and transit systems. Please describe elements |

| No. | Instructions |
|---|---|
| | that improve or enhance safety, such as context appropriate speeds, prioritizing vulnerable user safety to support mode shift, designing roadways to accommodate potential human errors and injury tolerances that ultimately implements a safe-systems approach, and potential reduction in trips or miles travels that may yield inherent safety benefits. Provide available data/exhibits. |
| 29 | EXPAND ZEV INFRASTRUCTURE: The purpose of this question is to evaluate the extent to which the project supports and encourages the use of ZEV's and alternative fuels. Caltrans seeks to support projects that provide and improve access to ZE charging and alternative fueling infrastructure, especially in rural/remote areas and where key gaps in charging/fueling infrastructure exist. Caltrans looks to support rail projects that provide ZE/alternative fuel l freight or passenger rail projects and freight projects that provide ZE truck chargers or alternative fueling. Describe how the project supports the innovation and development of the ZE market and help ensure ZEVs are accessible to all, particularly to those in more rural or remote communities, if applicable. If the project plans to install new ZE infrastructure, indicate the number of units and potential locations being considered. Provide available data/exhibits. |
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| 31 | NATURAL AND WORKING LANDS: The purpose of this question is to measure how the project incorporates nature-based solutions to protect or enhance natural and working lands, which include natural ecosystems and other landscapes like agricultural lands. Specifically, on how the project avoids conversion of natural or working lands to more intensified uses, and/or how it enhances biodiversity. The question also measures how the project supports local and regional conservation planning that focuses development where it already exists, and how the project aligns transportation investments with conservation priorities to reduce transportation's impact on the natural environment. Response to this criterion is intended to be independent of potential mitigation measures pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) or other laws rules or regulations regarding natural resources. Describe how the project proposes to protect natural and working lands from conversion to more intensified uses and enhance biodiversity by supporting local and regional conservation planning that focuses development where it already exists. Describe the extent to which the project may reduce land use development that may consume natural or working lands or focus development that may allow for both development and land preservation. Describe how the project aligns transportation investments with conservation priorities to reduce transportation's impact on the natural environment. Provide available data/exhibits. |
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| | considered infill if it lies within dark purple areas of the Heatmap layer in the Governor's Office of Planning and Research's Site Check tool available at https://sitecheck.orp.ca.gov/ and how the project provides opportunity for walking, biking, transit, and providing transportation options to support infill development. Describe how the project proposes to promote compact infill development and land use patterns while protecting residents and businesses from displacements, especially in disadvantaged communities. |
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| 34 | NAME, TITLE, PHONE: Enter the district contact information that is knowledgeable of the project and can provide or coordinate any additional requests on the project. |

**Resolution 2022-XXX**

**Adopted by City of South Lake Tahoe**

**City Council**

**March 15, 2022**

## Approval of Grant Application for Grant Funds from the RAISE Grant Fund Program

**BACKGROUND**

A. The U.S. Department of Transportation has announced the availability of Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the Fiscal Year 2022; and

B. The RAISE Grant is a part of the Infrastructure Investment and Jobs Act or Bipartisan Infrastructure Law (BIL) passed by the U.S. Congress; and

C. BIL authorized and appropriated $1.5 billion for FY 2022 for the Local and Regional Projects Assistance Program; and

D. The Department of Transportation (DOT) will award at least $75million eligible planning and design projects; and

E. The US DOT will also award at least $15 million for projects in areas of historically disadvantaged communities, which includes a portion of South Lake Tahoe.

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

1. Approves filing of two grants Applications for the FY 2022 RAISE Grant program.
2. States that the RAISE grant will include a Planning Study for Complete Street Programmatic Master Plan and a Construction Project for the Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project.
3. Certifies the Project is consistent with the Applicant's general plan or the equivalent planning document.
4. Commits to the matching funds in the total amount of $480,000 for the Complete Streets Programmatic Master Plan and $400,000 for the Ruby Way/Overlook Court Erosion Control and Mobility Improvement Project from the undesignated General Funds toward both grants, if the grants are awarded.
5. Appoints the Director of Public Works as an agent to submit all documents, including but not limited to Applications, agreements, amendments, payment requests, and so on, which may be necessary to complete the Projects.
6. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

Adopted by the City Council of the City of South Lake Tahoe on March 15, 2022, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk
*The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council*

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 17

**Agenda Item:** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority

**Executive Summary:** Approval of the attached resolution and Amendment No. 1 to the Joint Exercise of Powers Agreement would allow the Parking Authority of the City of South Lake Tahoe to become a member of the South Tahoe Joint Powers Financing Authority and the Successor Agency to the South Tahoe Redevelopment Agency to withdraw from the South Tahoe Joint Powers Financing Authority.

**Requested Action / Suggested Motions:** Pass a Resolution approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority to replace Successor Agency with Parking Authority.
Responsible Staff Member: Joseph Irvin, City Manager

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

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

**Attachments**:

01-Staff Report - Parking Finance JPA Amendment.docx
02-Resolution - Parking Finance JPA Amendment.docx
03-Amendment to Parking Finance Authority JPA.docx
04-JPA Agreement - SLT.pdf

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

**Meeting Date:** March 15, 2022

**Title:** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority

**Location:** Citywide

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

**Background:**
Pursuant to the Joint Exercise of Powers Act, Government Code Section 6500, et seq. (the "Joint Powers Act"), the City and the Redevelopment Agency in 1989 created the South Tahoe Joint Powers Financing Authority (the "Financing Authority"), by entering into a Joint Exercise of Powers Agreement (the "JPA Agreement"). Under the Joint Powers Act, the Financing Authority has all of the powers common to its members, as well as additional, independent powers under the Joint Powers Act. The Joint Powers Act authorizes the Financing Authority to assist public agencies, such as the City and its related entities, in the financing and refinancing of public capital improvements.

In the past, the South Tahoe Joint Powers Financing Authority has assisted the City in the issuance of 2016 Lease Revenue Refunding Bonds, as well as 2012 Certificates of Participation, the proceeds of which were used to finance streets and other capital improvements within the City. It is expected that in the future, the assistance of the South Tahoe Joint Powers Financing Authority will again be needed to assist the City in securing financing for the construction of new projects, including the new recreation center.

**Issue and Discussion:**
The former Redevelopment Agency's interest in the JPA Agreement was assigned to the Successor Agency to the South Tahoe Redevelopment Agency by operation of AB X1 26, which enacted the Dissolution Act. The Dissolution Act, as amended by AB 1484, enacted by the State Legislature on June 27, 2012, and as amended further by SB 107, enacted by the State Legislature on September 22, 2015, introduces complications to certain bond financing assisted by the Financing Authority. California Health and Safety Code Section 34187 specifies that the Successor Agency's existence will terminate within a few months after the final payment of debt of the former Redevelopment Agency (or the disposal of all real property and resolution of all outstanding litigation). The last debt of the Redevelopment Agency matures in 2037, and assuming that all real property has been disposed of and that there is no litigation at the time, the Successor Agency's existence will terminate within approximately 15 years from now.

To finance or refinance public capital improvements of the City and its related entities, it is expected that additional bonded indebtedness or obligations will be issued with the assistance of the Financing Authority, and having terms and maturities extending beyond termination of the Successor Agency. Amendment of the JPA Agreement to add another member is necessary in order to preserve the continued existence of the Financing Authority after the termination of the Successor Agency's existence. The 2012 Certificates of Participation have a term of longer than 15 years, and the financing for the recreation center Project will have a term of longer than 15 years. Therefore, it is necessary to add the Parking Authority as a member to the Financing Authority to assure the financial feasibility of these important projects proposed to be financed by bonds, as well as other future capital improvement projects of the City.

The attached Amendment No. 1 to the JPA Agreement would add the Parking Authority of the City of South Tahoe as a member of the Financing Authority and withdraw and terminate the Successor Agency as a member of the Financing Authority. Amendment No. 1 would facilitate the continued existence of the Financing Authority beyond the termination of the Successor Agency. In addition, the Successor Agency would no longer be subject to provisions of the JPA Agreement that could require the Successor Agency to contribute funds in the future. To date, no financial contributions have been required from the former Redevelopment Agency or the Successor Agency under such provisions.

**Financial Implications:**
By withdrawal of the Successor Agency from the Financing Authority, the Successor Agency will no longer be subject to potential financial contribution requirements under the JPA Agreement. By addition of the Parking Authority of the City of South Tahoe to the JPA Agreement, the Financing Authority will continue in existence beyond the termination of the Successor Agency, thereby allowing the Financing Authority to continue to assist the City and its related entities in bond financings for significant public benefits, including (a) demonstrable savings in effective interest rate or bond issuance costs, (b) significant reductions in effective user charges levied, (c) employment benefits from undertaking the project in a timely fashion, or (d) more efficient delivery of local agency services to residential and commercial development.

**Environmental Considerations:**
None.

**Policy Implications:**
None.

# Resolution 2022-XXX

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

**March 15, 2022**

## Approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority

### BACKGROUND

A. The City of South Lake Tahoe (the "City") and the South Tahoe Redevelopment Agency (the "Former Agency") entered into a Joint Exercise of Powers Agreement, dated January 3, 1989 (the "Original Agreement"), establishing the South Tahoe Joint Powers Financing Authority (the "PFA") as a joint powers agency pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500 et seq.) (the "Act").

B. The Original Agreement was made pursuant to the Act, to provide for the joint exercise of powers common to the members of the PFA, and the establishment of a vehicle to reduce local borrowing costs and promote the greater use of existing and new financial instruments and mechanisms, and undertake the financing of public capital improvements and related capital improvements and the acquisition of real and personal property for the members of the PFA and other public agencies within the State.

C. Pursuant to Part 1.85 of Division 24 of the Health and Safety Code (enacted by Chapter 5 of the Statutes of 2011, ABX1 26), all redevelopment agencies in the State of California, including the Former Agency, dissolved as of February 1, 2012, the Successor Agency to the South Tahoe Redevelopment Agency (the "Successor Agency") was established as the successor entity to the Former Agency, and the Oversight Board to the Successor Agency (the "Oversight Board") was constituted.

D. The Successor Agency is tasked with the wind-down of the Former Agency's affairs.

E. There has been prepared an Amendment No. 1 to Joint Exercise of Powers Agreement (the "Amendment"), by and among the City, the Successor Agency and the Parking Authority of the City of South Lake Tahoe (the "Parking Authority"), pursuant to which: (i) the Successor Agency will withdraw as a member of the PFA and the Parking Authority will become a new member of the PFA, and (ii) certain provisions of the Original Agreement will be updated.

F. The Successor Agency's withdrawal as a member of the PFA is in furtherance of the wind-down of the Former Agency's affairs.

G. The PFA has previously issued bonds, some of which remain outstanding as of the date hereof.

H. The inclusion of the Parking Authority as a member to the PFA will preserve the existence of the PFA (thereby avoiding any disruption with respect to the outstanding PFA bonds), while allowing the Successor Agency to withdraw its membership.

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

1. Approves the form of Amendment No. 1 to Joint Exercise of Powers Agreement (the "Amendment No. 1"), dated as of March 15, 2022, by and among the City, the Successor Agency, and the Parking Authority, and authorizes and directs the Mayor of the City of South Lake Tahoe, for and on behalf of the City, to execute and deliver the Amendment No. 1 in substantially the form on file with the City Clerk and presented to this meeting, with such changes therein as the Mayor of the City Council may approve, such approval to be conclusively evidenced by his execution and delivery thereof; provided however, that such execution and delivery shall occur after the effectiveness (pursuant to Health and Safety Code Section 34179(h)) of the Oversight Board's resolution approving the execution and delivery of the Amendment No. 1.

2. Directs the City Clerk to cause a copy of the Amendment No. 1 to be filed with the California Secretary of State pursuant to Section 6503.5 of the Joint Powers Act and with the California Controller pursuant to Section 6503.6 of the Joint Powers Act.

3. Directs that this Resolution shall take effect upon its adoption.

Adopted by the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

AMENDMENT NO. 1 TO JOINT EXERCISE OF POWERS AGREEMENT

with respect to the

SOUTH TAHOE JOINT POWERS FINANCING AUTHORITY

This Amendment No. 1 to Joint Exercise of Powers Agreement (this "Amendment No. 1") is dated as of March 15, 2022 for reference purposes, and is made by and among the City of South Lake Tahoe (the "City"), the Successor Agency to the South Tahoe Redevelopment Agency (the "Successor Agency"), and the Parking Authority of the City of South Lake Tahoe (the "Parking Authority"), to amend that certain Joint Exercise of Powers Agreement, dated January 3, 1989 (the "JPA Agreement").

RECITALS:

A. The Joint Exercise of Powers Act, being California Government Code Section 6500, et seq. (the "Joint Powers Act"), provides that public agencies by agreement may jointly exercise any power common to the contracting parties. The Parking Authority is a "public agency" within the meaning of that term under Section 6502 of the Joint Powers Act, and as such, is eligible to enter into this Agreement.

B. Pursuant to Article 4 of the Joint Powers Act (also known as the Marks-Roos Local Bond Pooling Act of 1985), an authority created pursuant to Article 1 of the Joint Powers Act has additional, independent powers under the Joint Powers Act, including the power to issue bonds to pay the cost of any public capital improvement, and the power to make secured or unsecured loans to a local agency, including the City and the Parking Authority, in connection with the financing of public capital improvements and to refinance indebtedness incurred in connection with public capital improvements undertaken and completed, and may purchase bonds issued by any local agency at a public or private sale and such bonds may be held by the authority or sold to public or private purchasers at public or negotiated sales.

C. Pursuant to the Joint Powers Act, the City and the South Tahoe Redevelopment Agency (the "Former Redevelopment Agency") have heretofore entered into the JPA Agreement, pursuant to which the public entity known as the "South Tahoe Joint Powers Financing Authority" was created.

D. On June 29, 2011, Assembly Bill No. 16 was enacted as Chapter 5 of Statutes of 2011 ("AB 26"), pursuant to which all redevelopment agencies in the State of California were statutorily dissolved as of February 1, 2012, including the Former Redevelopment Agency, and the Former Redevelopment Agency's interests in and obligations under the JPA Agreement were assigned to the Successor Agency by operation of the law enacted by AB 26, including but not limited to California Health and Safety Code Section 34178(b)(3).

E. California Health and Safety Code Section 34187(b) provides for the dissolution of the Successor Agency within several months of the final retirement or payment of all enforceable

obligations of the Former Redevelopment Agency, disposal of all real property, and resolution of all outstanding litigation of the Successor Agency.

F. There continues to be a need within the City, consistent with the need described in the declarations of the State Legislature set forth in Article 4 of the Joint Powers Act, to expand, upgrade, and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development. The needs of local government for financing these facilities greatly exceed the amount of funds available from existing state, local, and federal sources.

G. The needs of the City to expand, upgrade, and otherwise improve the public capital facilities are expected to continue beyond the termination of the Successor Agency, and bonded indebtedness or other obligations that may be issued with the assistance of the South Tahoe Joint Powers Financing Authority are expected to have terms and maturities extending beyond the termination of the Successor Agency, so it is necessary to add the Parking Authority as a member of the JPA Agreement in order to continue the existence of the Authority.

H. The common powers of the City and the Parking Authority include the power to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, refinancing, or development of public parking facilities and for the provision of capital improvements in connection with and determined necessary to the public parking facilities; the power to purchase bonds, notes or other obligations; the power to acquire and dispose of real and personal property; the power to pay for the cost of publicly owned improvements in connection with and determined necessary to the public parking facilities; and the power to accept financial assistance from various public sources. The City and the Parking Authority desire to jointly exercise certain powers common to the parties, as set forth herein, including the foregoing and including the expansion, upgrading and improvement of said public capital improvements, and to facilitate the continued existence of the South Tahoe Joint Powers Financing Authority, which may also exercise its independent powers authorized by the Joint Powers Act.

I. The Parking Authority desires to enter into this Amendment No. 1 to become a party to the JPA Agreement in furtherance of the Joint Powers Act, including Article 4 thereof, and the Successor Agency desires to withdraw from the JPA Agreement.

J. The inclusion of the Parking Authority as a member to the Authority will preserve the existence of the Authority (thereby avoiding any disruption with respect to the outstanding Authority bonds), while allowing the Successor Agency to withdraw its membership.

K. In furtherance of the purposes of the JPA Agreement and the Joint Powers Act, including Article 4 thereof, and pursuant to Section 16 of the JPA Agreement, the City and the Successor Agency desire to enter into this Amendment No. 1 to: (i) add the Parking Authority as a party to the JPA Agreement, (ii) provide for the withdrawal of the Successor Agency from the South Tahoe Joint Powers Financing Authority and the JPA Agreement, and (iii) certain updates to the JPA Agreement, including clarifying changes necessitated by all of the foregoing.

NOW, THEREFORE, the City, the Successor Agency, and the Parking Authority agree as follows:

Section 1. Amendments to the JPA Agreement.

A. The JPA Agreement is hereby amended to include the Parking Authority as a party to the JPA Agreement. By its signature to this Amendment No. 1, the Parking Authority agrees to be a party to the JPA Agreement and accepts the terms of the JPA Agreement.

B. The JPA Agreement is hereby amended to remove the Former Redevelopment Agency as succeeded by the Successor Agency, as assignee by operation of law to the Former Redevelopment Agency, as a member of the South Tahoe Joint Powers Financing Authority and as a party of the JPA Agreement and thus terminate its membership in the South Tahoe Joint Powers Financing Authority.

C. The recitals of the JPA Agreement are hereby amended to add the following recital:

> WHEREAS, this Agreement has been amended by that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated January 3, 1989, to reflect the addition of the Parking Authority of the City of South Tahoe as a member of the Authority and as a party to this Agreement and to reflect the withdrawal of the Successor Agency to the South Tahoe Redevelopment Agency, as successor to the Agency by operation of law upon the Agency's statutory dissolution, from membership of the Authority and the JPA Agreement."

D. Section 1 of the JPA Agreement is hereby amended to add the following additional defined terms:

> "Amendment No. 1" means that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated as of January 3, 1989, by and among the City, the Successor Agency to the South Tahoe Redevelopment Agency, as successor to the former Agency, and the Parking Authority.
>
> "Local Agency" means a Member, or an agency or subdivision of that Member, sponsoring a project of Public Capital Improvements, or any city, county, city and county, authority, district, or public corporation of the State of California.
>
> "Member" means originally, the City and the Agency, and any other member who may be become a member of the Authority, including but not limited to the Parking Authority, which was added as a member pursuant to Amendment No. 1.
>
> "Parking Authority" means the Parking Authority of the City of South Tahoe, a public body, corporate and politic, duly organized and validly existing pursuant to the Constitution of the State of California and the Parking Law of 1949.

"Parking Law of 1949" means the Parking Law of 1949, being California Streets and Highways Code Section 32500, et seq., as amended from time to time.

"Public Capital Improvements" has the meaning given to such term in Section 6585 of the Law, as in effect on the date hereof, and as hereafter amended.

E. Section 2 of the JPA Agreement is hereby amended and restated as follows:

"Section 2. PURPOSE

This Agreement is made for the joint exercise of powers common to its Members, and for other purposes as permitted under the Law. The purpose of this Agreement is to provide for the financing of Public Capital Improvements, and working capital requirements of a Local Agency through the acquisition by the Authority of such Public Capital Improvements and the leasing, purchasing or selling thereof to a Local Agency and/or the purchase by the Authority of Obligations of a Local Agency pursuant to bond purchase agreements and/or the lending of funds by the Authority to a Local Agency."

F. Section 3 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by the parties hereto pursuant to a supplemental agreement executed by the Members; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding, or while the Authority owns or holds any interest in a Public Capital Improvement."

G. Subsection C.(1) of Section 4 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

"C. Meetings of the Board

(1) Regular Meetings. "Regular meetings of the Board shall be held on the same day and at the same time and place as the regular meetings of the City Council of the City of South Lake Tahoe, so long as an agenda for such meeting is posted at least 72 hours in advance of such meeting (or such other length of period as required by the Ralph M. Brown Act). If the Board of Directors has no business to conduct on a date when a Regular Meeting would otherwise be held, no agenda for the Board of Directors meeting shall be posted and such Regular Meeting shall be automatically cancelled."

H. Except for the Recitals of the JPA Agreement and the defined terms of the JPA Agreement amended or added by Section 1.D. of this Amendment No. 1, which shall read as set forth in such Section 1.D., and except as otherwise amended by the foregoing provisions of this Section 1, all references in the JPA Agreement to the "Agency" are hereby amended and restated to refer to the "Parking Authority."

Section 2. JPA Agreement to Remain in Effect. Save and except as expressly amended by this Amendment No. 1, the JPA Agreement shall remain in full force and effect.

Section 3. Filing with Secretary of State and State Controller. The Executive Director of the Authority shall cause to be filed, or shall confirm the filing of: (1) a notice of this Amendment No. 1 with the office of the Secretary of State within 30 days of its effective date, as required by Section 6503.5 of the Joint Powers Act, and (ii) a copy of this Amendment No. 1 together with the JPA Agreement with the Controller and the local agency formation commission in the County of El Dorado as required by Section 6503.6 of the Joint Powers Act.

Section 4. Counterparts. This Amendment No. 1 may be executed in counterparts, and photocopies or facsimile copies of this Amendment No. 1 may be used as originals.

Section 5. Effective Date. The effective date of this Amendment No. 1 shall be the date upon which the resolution of the Oversight Board for the Successor Agency approving this Amendment No. 1 is effective pursuant to Sections 34179(h) and 34181(f) of the California Health and Safety Code.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 as of the date first written above.

CITY OF SOUTH LAKE TAHOE

_____
Devin Middlebrook, Mayor

ATTEST:

_____
Susan Blankenship, City Clerk

SUCCESSOR AGENCY TO THE SOUTH TAHOE REDEVELOPMENT AGENCY

_____
Devin Middlebrook, Chair

ATTEST:

_____
Susan Blankenship, Secretary

PARKING AUTHORITY OF THE CITY OF SOUTH LAKE TAHOE

_____
Cristi Creegan, Chair

ATTEST:

_____
Susan Blankenship, Secretary

JOINT EXERCISE OF POWERS AGREEMENT

BY AND BETWEEN

CITY OF SOUTH LAKE TAHOE

AND

SOUTH TAHOE REDEVELOPMENT AGENCY

2539H

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated January 3, 1989 (herein called this "Agreement"), by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation duly organized and existing in the State of California, under and by virtue of the Constitution and the laws of the State of California (herein called the "City"), and the SOUTH TAHOE REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (herein called the "Agency").

W I T N E S S E T H:

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes the City and Agency to create a joint exercise of powers entity (herein called the "South Tahoe Joint Powers Financing Authority" or the "Authority") which has the power to jointly exercise any powers common to the City and the Agency;

WHEREAS, the City and the Agency are each empowered by law to undertake certain projects and programs;

WHEREAS, the Agency is authorized by law to exercise broad governmental functions and authority to accomplish its purposes, including, but not limited to, the right of eminent domain, the right to issue bonds and expend their proceeds and the right to acquire, sell, develop, lease or administer property;

2539H

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City;

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell such bonds to public or private purchasers at public or negotiated sale; and

WHEREAS, by this Agreement, the City and the Agency desire to create and establish the South Tahoe Joint Powers Financing Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the City and the Agency, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. <u>DEFINITIONS</u>

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

<u>Agency</u>

The term "Agency" shall mean the South Tahoe Redevelopment Agency, a public corporation, duly organized and

existing under and by virtue of the laws of the State of California.

Authority

The term "Authority" shall mean the South Tahoe Joint Powers Financing Authority created by this Agreement.

Board

The term "Board" shall mean the governing board of the Authority.

City

The term "City" shall mean the existing municipal corporation known as the City of South Lake Tahoe, a city duly organized and existing under and by virtue of the Constitution and laws of the State of California.

Law

The term "Law" shall mean Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599), including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

Project Area

The term "Project Area" shall mean the South Tahoe Redevelopment Project No. 1, as more fully described in the Redevelopment Plan.

Redevelopment Plan

The term "Redevelopment Plan" shall mean the Redevelopment Plan for the South Tahoe Redevelopment Project No. 1, as approved by the Agency Governing Board on June 28,

1988, with the adoption of Ordinance No. 746 as the same may be amended from time to time.

SECTION 2. PURPOSE

This Agreement is made pursuant to the Law to provide for the joint exercise of powers common to the City and the Agency for the purpose of financing the Redevelopment Plan by exercising the powers referred to in the recitals hereof and described in Section 5 herein.

The City and the Agency desire to assist in the implementation of the Redevelopment Plan and in order to accomplish that goal are willing to assist in financing and public improvement costs associated with public capital improvements, including those within the Project Area.

The City and the Agency are empowered by the laws of the State of California to own, purchase, lease, sell, exchange or dispose of any real or personal property or any interest in it and to enter into contracts for public capital improvements, including contracts pursuant to implementation and execution of the Redevelopment Plan.

The Authority will fulfill the purposes of this Agreement by undertaking the sale and issuance of notes and bonds in accordance with the Marks-Roos Local Bond Pooling Act of 1985. The City and the Agency hereby agree that any such notes and bonds issued by the Authority for the Redevelopment Plan shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the

repayment of principal of or interest on such notes and bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the bonds are issued.

SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until June 28, 2018, unless extended or earlier terminated by a supplemental written agreement of the Agency and the City; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under the terms of the Trust Agreement or other instrument pursuant to which such bonds are issued. In any event, the Authority shall cause all records regarding its formation, existence, any notes or bonds issued by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any bonds issued by the Authority, whichever is later.

SECTION 4. AUTHORITY

A. Creation of Authority

There is hereby created pursuant to the Law an agency and public entity to be known as the "South Tahoe Joint Powers Financing Authority." As provided in the Law, the Authority shall be a public entity separate from the City and the Agency. The debts, liabilities and obligations of the

Authority shall not constitute debts, liabilities or obligations of the City or the Agency.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the Law.

B. Governing Board

The Authority shall be administered by the Board, which shall consist of the members of the City Council of the City. The term of office of any member of the Board shall be equivalent to such member's term of office on the City Council.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board and the City shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. Meetings of Board

(1) Regular Meetings. The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Legal Notice. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.

(3) Minutes. The secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Agency.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

D. Officers; Duties

(1) The Mayor of the City shall serve as chairperson of the Authority and the Vice-Mayor of the City shall serve as vice-chairperson of the Authority. The Board shall by resolution appoint a secretary of the Authority.

(2) The Treasurer of the City is hereby designated as Treasurer of the Authority. Subject to the applicable provisions of any indenture, trust agreement or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depositary of the Authority to have custody of all the money of the Authority, from whatever

source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law.

(3) The Director of Finance of the City, who performs the functions of auditor and controller for the City, is hereby designated as Controller of the Authority, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law. The Controller shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(4) The City shall determine the charges to be made against the Authority for the services of the Treasurer and Controller.

(5) The Treasurer and Controller of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of $25,000 as required by Section 6505.1 of the Law; provided that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than $500.00.

(6) The Treasurer and Controller of the Authority is hereby authorized and directed to prepare or cause to be prepared:

(a) a special audit as required pursuant to Section 6505 of the Government Code of the State of California every year during the term of this Agreement; and

(b) a report in writing on the first day of July, October, January, and April of each year to the Board, the City and the Agency which report shall describe the amount of money held by the Treasurer and Controller of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the first such report.

(7) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

SECTION 5. POWERS

The Authority shall have the power to finance public capital improvements through the issuance of notes and bonds for the purposes set forth in Section 2 hereof, all in accordance with the Law.

The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to employ agents and employees; and to sue and be sued in its own name.

Such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the City in the exercise of similar powers, as provided in Section 6509 of the Law, except, however, nothing herein shall limit the powers of the Authority under the Marks-Roos Local Bond Pooling Act of 1985.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

SECTION 6. TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement as provided in Section 3 or until the City and the Agency shall have mutually rescinded this Agreement; provided, however, that in no event shall this Agreement be terminated or rescinded while any bonds of the Authority remain outstanding under the terms of the Trust Agreement or other instrument pursuant to which the bonds are issued.

SECTION 7. FISCAL YEAR

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from October 1 of each year to and including the following September 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following September 30.

SECTION 8. DISPOSITION OF ASSETS

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 6 hereof, all assets of the Authority shall be distributed to the City, subject to the provisions of Section 9 hereof.

SECTION 9. CONTRIBUTIONS AND ADVANCES

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Agency for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Agency, as the case may be, and the Authority at the time of making such advance. It is mutually understood and agreed that neither the City nor the Agency has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The City or the Agency may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority. After termination of this Agreement pursuant to Section 3, any surplus money in possession of the Authority shall be returned to the City and the Agency in proportion to the unreimbursed contributions each has made.

SECTION 10. AGREEMENT NOT EXCLUSIVE

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the City and the Agency, except as the terms of this Agreement may conflict therewith, in which case the terms of this Agreement shall prevail.

SECTION 11. ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Agency and their representatives. The Authority shall give an audited written report of all financial activities for each fiscal year to the City and to the Agency within 150 days after the close of each fiscal year.

So long as required by Section 6505.6 of the Government Code of the State of California, the Controller of the Authority shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the City, the Agency and, if required by Section 6505.6 of the Government Code of the State of California, with the County Auditor/Controller of the County of El Dorado. Such report shall be filed within 12 months of the end of the fiscal year or years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

In any year the Authority may, by unanimous request of the Board, replace the annual special audit with an audit covering a two-year period.

SECTION 12. CONFLICT OF INTEREST CODE

The Authority by resolution shall adopt a Conflict of Interest Code as required by law.

SECTION 13. BREACH

If default shall be made by the City or the Agency in any covenant contained in this Agreement, such default shall not excuse either the City or the Agency from fulfilling its obligations under this Agreement and the City and the Agency shall continue to be liable for the performance of all conditions herein contained. The City and the Agency hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Agency hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of

one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 14. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

SECTION 15. SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by supplemental agreement executed by the City and the Agency at any time to provide for the financing of public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City and the Agency in accordance with the Law or for any other purpose; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under instrument pursuant to which such notes or bonds are issued.

SECTION 17. FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the Agency, by resolution duly and regularly adopted by the members of the Agency, and, in the case of the City, by resolution duly and regularly adopted by the City Council of the City, and, in the case of the Authority, by resolution duly and regularly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 18. SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By _____
Mayor Pro Tem

[SEAL]

Attest:

City Clerk

SOUTH TAHOE REDEVELOPMENT AGENCY

By _____
Chairman

[SEAL]

ATTEST:

Secretary

2539H

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 18

**Agenda Item:** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority

**Executive Summary:** Approval of the attached resolution and Amendment No. 1 to the Joint Exercise of Powers Agreement would allow the Parking Authority of the City of South Lake Tahoe to become a member of the South Tahoe Joint Powers Financing Authority and the Successor Agency to the South Tahoe Redevelopment Agency to withdraw from the South Tahoe Joint Powers Financing Authority.

**Requested Action / Suggested Motions:** Acting as the Board of the South Tahoe Redevelopment Successor Agency, Pass a Resolution Approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority to replace Successor Agency with Parking Authority.
Responsible Staff Member: Joseph Irvin, Executive Director

**Responsible Staff Member:** Joseph Irvin, Executive Director (530) 542-6043

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

**Attachments**:

01-Staff Report - STRSA Joint Powers Amendment.docx
02-STRSA Resolution - Joint Powers Finance Amendment.docx
03-STRSA Amendment to Joint Powers Agreement (Exh. A to Reso).docx
04-JPA Agreement - SLT.pdf

# City of South Lake Tahoe
## Report to South Tahoe Redevelopment Successor Agency

**Meeting Date:** March 15, 2022

**Title:** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority.

**Location:** Citywide

**Responsible Staff Member:** Joseph Irvin, Executive Director (530) 542-6043

**Background:**
Pursuant to the Joint Exercise of Powers Act, Government Code Section 6500, et seq. (the "Joint Powers Act"), the City and the Redevelopment Agency in 1989 created the South Tahoe Joint Powers Financing Authority (the "Financing Authority"), by entering into a Joint Exercise of Powers Agreement (the "JPA Agreement"). Under the Joint Powers Act, the Financing Authority has all of the powers common to its members, as well as additional, independent powers under the Joint Powers Act. The Joint Powers Act authorizes the Financing Authority to assist public agencies, such as the City and its related entities, in the financing and refinancing of public capital improvements.

In the past, the South Tahoe Joint Powers Financing Authority has assisted the City in the issuance of 2016 Lease Revenue Refunding Bonds, as well as 2012 Certificates of Participation, the proceeds of which were used to finance streets and other capital improvements within the City. It is expected that in the future, the assistance of the South Tahoe Joint Powers Financing Authority will again be needed to assist the City in securing financing for the construction of new projects, including the new recreation center.

**Issue and Discussion:**
The former Redevelopment Agency's interest in the JPA Agreement was assigned to the Successor Agency to the South Tahoe Redevelopment Agency by operation of AB X1 26, which enacted the Dissolution Act. The Dissolution Act, as amended by AB 1484, enacted by the State Legislature on June 27, 2012, and as amended further by SB 107, enacted by the State Legislature on September 22, 2015, introduces complications to certain bond financing assisted by the Financing Authority. California Health and Safety Code Section 34187 specifies that the Successor Agency's existence will terminate within a few months after the final payment of debt of the former Redevelopment Agency (or the disposal of all real property and resolution of all outstanding litigation). The last debt of the Redevelopment Agency matures in 2037, and assuming that all real property has been disposed of and that there is no litigation at the time, the Successor Agency's existence will terminate within approximately 15 years from now.

To finance or refinance public capital improvements of the City and its related entities, it is expected that additional bonded indebtedness or obligations will be issued with the assistance of the Financing Authority, and having terms and maturities extending beyond termination of the Successor Agency. Amendment of the JPA Agreement to add another member is necessary in order to preserve the continued existence of the Financing Authority after the termination of the Successor Agency's existence. The 2012 Certificates of Participation have a term of longer than 15 years, and the financing for the recreation center Project will have a term of longer than 15 years. Therefore, it is necessary to add the Parking Authority as a member to the Financing Authority to assure the financial feasibility of these important projects proposed to be financed by bonds, as well as other future capital improvement projects of the City.

The attached Amendment No. 1 to the JPA Agreement would add the Parking Authority of the City of South Tahoe as a member of the Financing Authority and withdraw and terminate the Successor Agency as a member of the Financing Authority. Amendment No. 1 would facilitate the continued existence of the Financing Authority beyond the termination of the Successor Agency. In addition, the Successor Agency would no longer be subject to provisions of the JPA Agreement that could require the Successor Agency to contribute funds in the future. To date, no financial contributions have been required from the former Redevelopment Agency or the Successor Agency under such provisions.

**Financial Implications:**
By withdrawal of the Successor Agency from the Financing Authority, the Successor Agency will no longer be subject to potential financial contribution requirements under the JPA Agreement. By addition of the Parking Authority of the City of South Tahoe to the JPA Agreement, the Financing Authority will continue in existence beyond the termination of the Successor Agency, thereby allowing the Financing Authority to continue to assist the City and its related entities in bond financings for significant public benefits, including (a) demonstrable savings in effective interest rate or bond issuance costs, (b) significant reductions in effective user charges levied, (c) employment benefits from undertaking the project in a timely fashion, or (d) more efficient delivery of local agency services to residential and commercial development.

**Environmental Considerations:**
None.

**Policy Implications:**
None.

# Resolution 2022-XXX

**Adopted by the**
**South Tahoe Redevelopment Successor Agency**

**March 15, 2022**

**Approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority**

**BACKGROUND**

A. The City of South Lake Tahoe (the "City") and the South Tahoe Redevelopment Agency (the "Former Agency") entered into a Joint Exercise of Powers Agreement, dated January 3, 1989 (the "Original Agreement"), establishing the South Tahoe Joint Powers Financing Authority (the "PFA") as a joint powers agency pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500 et seq.) (the "Act").

B. The Original Agreement was made pursuant to the Act, to provide for the joint exercise of powers common to the members of the PFA, and the establishment of a vehicle to reduce local borrowing costs and promote the greater use of existing and new financial instruments and mechanisms, and undertake the financing of public capital improvements and related capital improvements and the acquisition of real and personal property for the members of the PFA and other public agencies within the State.

C. Pursuant to Part 1.85 of Division 24 of the Health and Safety Code (enacted by Chapter 5 of the Statutes of 2011, ABX1 26), all redevelopment agencies in the State of California, including the Former Agency, dissolved as of February 1, 2012, the Successor Agency to the South Tahoe Redevelopment Agency (the "Successor Agency") was established as the successor entity to the Former Agency, and the Oversight Board to the Successor Agency (the "Oversight Board") was constituted.

D. The Successor Agency is tasked with the wind-down of the Former Agency's affairs.

E. There has been prepared an Amendment No. 1 to Joint Exercise of Powers Agreement (the "Amendment"), by and among the City, the Successor Agency and the Parking Authority of the City of South Lake Tahoe (the "Parking Authority"), pursuant to which: (i) the Successor Agency will withdraw as a member of the PFA and the Parking Authority will become a new member of the PFA, and (ii) certain provisions of the Original Agreement will be updated.

F. The Successor Agency's withdrawal as a member of the PFA is in furtherance of the wind-down of the Former Agency's affairs.

G. The PFA has previously issued bonds, some of which remain outstanding as of the date hereof.

H. The inclusion of the Parking Authority as a member to the PFA will preserve the existence of the PFA (thereby avoiding any disruption with respect to the outstanding PFA bonds), while allowing the Successor Agency to withdraw its membership.

I. This Resolution is not a "project" within the meaning of the California Environmental Quality Act ("CEQA"), and the State CEQA Guidelines set forth in California Code of Regulations, Title 14, Sections 15000 *et seq*., (the "Guidelines"), because it constitutes organizational or administrative activities of local government that will not result in direct or indirect physical changes in the environment. (Guidelines Section 15378(b)(5)). Because this Resolution is not a "project" for CEQA purposes, it is not subject to CEQA requirements.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED**, that the South Tahoe Redevelopment Successor Agency Board:

1. Hereby approves the Successor Agency's membership withdrawal from the PFA.
2. Hereby approves the Amendment, in the form attached hereto as Exhibit A.
3. Hereby requests the Oversight Board to approve the Successor Agency's execution and delivery of the Amendment, and directs the Successor Agency Secretary to transmit this Resolution to the Oversight Board for consideration at the earliest possible date.
4. Hereby directs and authorizes each of the Chair, the Vice Chair and the Executive Director (each an "Authorized Officer"), acting individually, to execute and deliver, for and in the name of the Successor Agency, the Amendment, in substantially the form attached hereto as Exhibit A, with such changes therein as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by the execution and delivery thereof); provided that such execution and delivery shall occur after the effectiveness (pursuant to Health and Safety Code Section 34179(h)) of the Oversight Board's resolution approving the execution and delivery of the Amendment.
5. Hereby authorizes the Authorized Officers and all other officers of the Successor Agency, jointly and severally, to do all things, including the execution and delivery of documents and instruments, which they may deem necessary or proper to effectuate the purposes of this Resolution and the Amendment.
6. Directs that this Resolution shall take effect upon its adoption.

Adopted by the Board of Directors of the South Tahoe Redevelopment Successor Agency on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Devin Middlebrook, Chair

Attest:

_____
Susan Blankenship, Secretary

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

**EXHIBIT A**

Amendment No. 1 to Joint Exercise of Powers Agreement
(South Tahoe Joint Powers Financing Authority)

(see attached)

AMENDMENT NO. 1 TO JOINT EXERCISE OF POWERS AGREEMENT

with respect to the

SOUTH TAHOE JOINT POWERS FINANCING AUTHORITY

This Amendment No. 1 to Joint Exercise of Powers Agreement (this "Amendment No. 1") is dated as of March 15, 2022 for reference purposes, and is made by and among the City of South Lake Tahoe (the "City"), the Successor Agency to the South Tahoe Redevelopment Agency (the "Successor Agency"), and the Parking Authority of the City of South Lake Tahoe (the "Parking Authority"), to amend that certain Joint Exercise of Powers Agreement, dated January 3, 1989 (the "JPA Agreement").

RECITALS:

A. The Joint Exercise of Powers Act, being California Government Code Section 6500, et seq. (the "Joint Powers Act"), provides that public agencies by agreement may jointly exercise any power common to the contracting parties. The Parking Authority is a "public agency" within the meaning of that term under Section 6502 of the Joint Powers Act, and as such, is eligible to enter into this Agreement.

B. Pursuant to Article 4 of the Joint Powers Act (also known as the Marks-Roos Local Bond Pooling Act of 1985), an authority created pursuant to Article 1 of the Joint Powers Act has additional, independent powers under the Joint Powers Act, including the power to issue bonds to pay the cost of any public capital improvement, and the power to make secured or unsecured loans to a local agency, including the City and the Parking Authority, in connection with the financing of public capital improvements and to refinance indebtedness incurred in connection with public capital improvements undertaken and completed, and may purchase bonds issued by any local agency at a public or private sale and such bonds may be held by the authority or sold to public or private purchasers at public or negotiated sales.

C. Pursuant to the Joint Powers Act, the City and the South Tahoe Redevelopment Agency (the "Former Redevelopment Agency") have heretofore entered into the JPA Agreement, pursuant to which the public entity known as the "South Tahoe Joint Powers Financing Authority" was created.

D. On June 29, 2011, Assembly Bill No. 16 was enacted as Chapter 5 of Statutes of 2011 ("AB 26"), pursuant to which all redevelopment agencies in the State of California were statutorily dissolved as of February 1, 2012, including the Former Redevelopment Agency, and the Former Redevelopment Agency's interests in and obligations under the JPA Agreement were assigned to the Successor Agency by operation of the law enacted by AB 26, including but not limited to California Health and Safety Code Section 34178(b)(3).

E. California Health and Safety Code Section 34187(b) provides for the dissolution of the Successor Agency within several months of the final retirement or payment of all enforceable

obligations of the Former Redevelopment Agency, disposal of all real property, and resolution of all outstanding litigation of the Successor Agency.

F. There continues to be a need within the City, consistent with the need described in the declarations of the State Legislature set forth in Article 4 of the Joint Powers Act, to expand, upgrade, and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development. The needs of local government for financing these facilities greatly exceed the amount of funds available from existing state, local, and federal sources.

G. The needs of the City to expand, upgrade, and otherwise improve the public capital facilities are expected to continue beyond the termination of the Successor Agency, and bonded indebtedness or other obligations that may be issued with the assistance of the South Tahoe Joint Powers Financing Authority are expected to have terms and maturities extending beyond the termination of the Successor Agency, so it is necessary to add the Parking Authority as a member of the JPA Agreement in order to continue the existence of the Authority.

H. The common powers of the City and the Parking Authority include the power to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, refinancing, or development of public parking facilities and for the provision of capital improvements in connection with and determined necessary to the public parking facilities; the power to purchase bonds, notes or other obligations; the power to acquire and dispose of real and personal property; the power to pay for the cost of publicly owned improvements in connection with and determined necessary to the public parking facilities; and the power to accept financial assistance from various public sources. The City and the Parking Authority desire to jointly exercise certain powers common to the parties, as set forth herein, including the foregoing and including the expansion, upgrading and improvement of said public capital improvements, and to facilitate the continued existence of the South Tahoe Joint Powers Financing Authority, which may also exercise its independent powers authorized by the Joint Powers Act.

I. The Parking Authority desires to enter into this Amendment No. 1 to become a party to the JPA Agreement in furtherance of the Joint Powers Act, including Article 4 thereof, and the Successor Agency desires to withdraw from the JPA Agreement.

J. The inclusion of the Parking Authority as a member to the Authority will preserve the existence of the Authority (thereby avoiding any disruption with respect to the outstanding Authority bonds), while allowing the Successor Agency to withdraw its membership.

K. In furtherance of the purposes of the JPA Agreement and the Joint Powers Act, including Article 4 thereof, and pursuant to Section 16 of the JPA Agreement, the City and the Successor Agency desire to enter into this Amendment No. 1 to: (i) add the Parking Authority as a party to the JPA Agreement, (ii) provide for the withdrawal of the Successor Agency from the South Tahoe Joint Powers Financing Authority and the JPA Agreement, and (iii) certain updates to the JPA Agreement, including clarifying changes necessitated by all of the foregoing.

NOW, THEREFORE, the City, the Successor Agency, and the Parking Authority agree as follows:

Section 1. Amendments to the JPA Agreement.

A. The JPA Agreement is hereby amended to include the Parking Authority as a party to the JPA Agreement. By its signature to this Amendment No. 1, the Parking Authority agrees to be a party to the JPA Agreement and accepts the terms of the JPA Agreement.

B. The JPA Agreement is hereby amended to remove the Former Redevelopment Agency as succeeded by the Successor Agency, as assignee by operation of law to the Former Redevelopment Agency, as a member of the South Tahoe Joint Powers Financing Authority and as a party of the JPA Agreement and thus terminate its membership in the South Tahoe Joint Powers Financing Authority.

C. The recitals of the JPA Agreement are hereby amended to add the following recital:

> WHEREAS, this Agreement has been amended by that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated January 3, 1989, to reflect the addition of the Parking Authority of the City of South Tahoe as a member of the Authority and as a party to this Agreement and to reflect the withdrawal of the Successor Agency to the South Tahoe Redevelopment Agency, as successor to the Agency by operation of law upon the Agency's statutory dissolution, from membership of the Authority and the JPA Agreement."

D. Section 1 of the JPA Agreement is hereby amended to add the following additional defined terms:

> "Amendment No. 1" means that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated as of January 3, 1989, by and among the City, the Successor Agency to the South Tahoe Redevelopment Agency, as successor to the former Agency, and the Parking Authority.
>
> "Local Agency" means a Member, or an agency or subdivision of that Member, sponsoring a project of Public Capital Improvements, or any city, county, city and county, authority, district, or public corporation of the State of California.
>
> "Member" means originally, the City and the Agency, and any other member who may be become a member of the Authority, including but not limited to the Parking Authority, which was added as a member pursuant to Amendment No. 1.
>
> "Parking Authority" means the Parking Authority of the City of South Tahoe, a public body, corporate and politic, duly organized and validly existing pursuant to the Constitution of the State of California and the Parking Law of 1949.

"Parking Law of 1949" means the Parking Law of 1949, being California Streets and Highways Code Section 32500, et seq., as amended from time to time.

"Public Capital Improvements" has the meaning given to such term in Section 6585 of the Law, as in effect on the date hereof, and as hereafter amended.

E. Section 2 of the JPA Agreement is hereby amended and restated as follows:

"Section 2. PURPOSE

This Agreement is made for the joint exercise of powers common to its Members, and for other purposes as permitted under the Law. The purpose of this Agreement is to provide for the financing of Public Capital Improvements, and working capital requirements of a Local Agency through the acquisition by the Authority of such Public Capital Improvements and the leasing, purchasing or selling thereof to a Local Agency and/or the purchase by the Authority of Obligations of a Local Agency pursuant to bond purchase agreements and/or the lending of funds by the Authority to a Local Agency."

F. Section 3 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by the parties hereto pursuant to a supplemental agreement executed by the Members; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding, or while the Authority owns or holds any interest in a Public Capital Improvement."

G. Subsection C.(1) of Section 4 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

"C. Meetings of the Board

(1) Regular Meetings. "Regular meetings of the Board shall be held on the same day and at the same time and place as the regular meetings of the City Council of the City of South Lake Tahoe, so long as an agenda for such meeting is posted at least 72 hours in advance of such meeting (or such other length of period as required by the Ralph M. Brown Act). If the Board of Directors has no business to conduct on a date when a Regular Meeting would otherwise be held, no agenda for the Board of Directors meeting shall be posted and such Regular Meeting shall be automatically cancelled."

H. Except for the Recitals of the JPA Agreement and the defined terms of the JPA Agreement amended or added by Section 1.D. of this Amendment No. 1, which shall read as set forth in such Section 1.D., and except as otherwise amended by the foregoing provisions of this Section 1, all references in the JPA Agreement to the "Agency" are hereby amended and restated to refer to the "Parking Authority."

Section 2. JPA Agreement to Remain in Effect. Save and except as expressly amended by this Amendment No. 1, the JPA Agreement shall remain in full force and effect.

Section 3. Filing with Secretary of State and State Controller. The Executive Director of the Authority shall cause to be filed, or shall confirm the filing of: (1) a notice of this Amendment No. 1 with the office of the Secretary of State within 30 days of its effective date, as required by Section 6503.5 of the Joint Powers Act, and (ii) a copy of this Amendment No. 1 together with the JPA Agreement with the Controller and the local agency formation commission in the County of El Dorado as required by Section 6503.6 of the Joint Powers Act.

Section 4. Counterparts. This Amendment No. 1 may be executed in counterparts, and photocopies or facsimile copies of this Amendment No. 1 may be used as originals.

Section 5. Effective Date. The effective date of this Amendment No. 1 shall be the date upon which the resolution of the Oversight Board for the Successor Agency approving this Amendment No. 1 is effective pursuant to Sections 34179(h) and 34181(f) of the California Health and Safety Code.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 as of the date first written above.

CITY OF SOUTH LAKE TAHOE

_____
Devin Middlebrook, Mayor

ATTEST:

_____
Susan Blankenship, City Clerk

SUCCESSOR AGENCY TO THE SOUTH TAHOE REDEVELOPMENT AGENCY

_____
Devin Middlebrook, Chair

ATTEST:

_____
Susan Blankenship, Secretary

PARKING AUTHORITY OF THE CITY OF SOUTH LAKE TAHOE

_____
Cristi Creegan, Chair

ATTEST:

_____
Suisan Blankenship, Secretary

JOINT EXERCISE OF POWERS AGREEMENT

BY AND BETWEEN

CITY OF SOUTH LAKE TAHOE

AND

SOUTH TAHOE REDEVELOPMENT AGENCY

2539H

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated January 3, 1989 (herein called this "Agreement"), by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation duly organized and existing in the State of California, under and by virtue of the Constitution and the laws of the State of California (herein called the "City"), and the SOUTH TAHOE REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (herein called the "Agency").

W I T N E S S E T H:

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes the City and Agency to create a joint exercise of powers entity (herein called the "South Tahoe Joint Powers Financing Authority" or the "Authority") which has the power to jointly exercise any powers common to the City and the Agency;

WHEREAS, the City and the Agency are each empowered by law to undertake certain projects and programs;

WHEREAS, the Agency is authorized by law to exercise broad governmental functions and authority to accomplish its purposes, including, but not limited to, the right of eminent domain, the right to issue bonds and expend their proceeds and the right to acquire, sell, develop, lease or administer property;

2539H

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City;

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell such bonds to public or private purchasers at public or negotiated sale; and

WHEREAS, by this Agreement, the City and the Agency desire to create and establish the South Tahoe Joint Powers Financing Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the City and the Agency, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. <u>DEFINITIONS</u>

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

<u>Agency</u>

The term "Agency" shall mean the South Tahoe Redevelopment Agency, a public corporation, duly organized and

existing under and by virtue of the laws of the State of California.

Authority

The term "Authority" shall mean the South Tahoe Joint Powers Financing Authority created by this Agreement.

Board

The term "Board" shall mean the governing board of the Authority.

City

The term "City" shall mean the existing municipal corporation known as the City of South Lake Tahoe, a city duly organized and existing under and by virtue of the Constitution and laws of the State of California.

Law

The term "Law" shall mean Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599), including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

Project Area

The term "Project Area" shall mean the South Tahoe Redevelopment Project No. 1, as more fully described in the Redevelopment Plan.

Redevelopment Plan

The term "Redevelopment Plan" shall mean the Redevelopment Plan for the South Tahoe Redevelopment Project No. 1, as approved by the Agency Governing Board on June 28,

1988, with the adoption of Ordinance No. 746 as the same may be amended from time to time.

SECTION 2. PURPOSE

This Agreement is made pursuant to the Law to provide for the joint exercise of powers common to the City and the Agency for the purpose of financing the Redevelopment Plan by exercising the powers referred to in the recitals hereof and described in Section 5 herein.

The City and the Agency desire to assist in the implementation of the Redevelopment Plan and in order to accomplish that goal are willing to assist in financing and public improvement costs associated with public capital improvements, including those within the Project Area.

The City and the Agency are empowered by the laws of the State of California to own, purchase, lease, sell, exchange or dispose of any real or personal property or any interest in it and to enter into contracts for public capital improvements, including contracts pursuant to implementation and execution of the Redevelopment Plan.

The Authority will fulfill the purposes of this Agreement by undertaking the sale and issuance of notes and bonds in accordance with the Marks-Roos Local Bond Pooling Act of 1985. The City and the Agency hereby agree that any such notes and bonds issued by the Authority for the Redevelopment Plan shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the

repayment of principal of or interest on such notes and bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the bonds are issued.

SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until June 28, 2018, unless extended or earlier terminated by a supplemental written agreement of the Agency and the City; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under the terms of the Trust Agreement or other instrument pursuant to which such bonds are issued. In any event, the Authority shall cause all records regarding its formation, existence, any notes or bonds issued by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any bonds issued by the Authority, whichever is later.

SECTION 4. AUTHORITY

A. Creation of Authority

There is hereby created pursuant to the Law an agency and public entity to be known as the "South Tahoe Joint Powers Financing Authority." As provided in the Law, the Authority shall be a public entity separate from the City and the Agency. The debts, liabilities and obligations of the

Authority shall not constitute debts, liabilities or obligations of the City or the Agency.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the Law.

B. Governing Board

The Authority shall be administered by the Board, which shall consist of the members of the City Council of the City. The term of office of any member of the Board shall be equivalent to such member's term of office on the City Council.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board and the City shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. Meetings of Board

(1) Regular Meetings. The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Legal Notice. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.

(3) Minutes. The secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Agency.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

D. Officers; Duties

(1) The Mayor of the City shall serve as chairperson of the Authority and the Vice-Mayor of the City shall serve as vice-chairperson of the Authority. The Board shall by resolution appoint a secretary of the Authority.

(2) The Treasurer of the City is hereby designated as Treasurer of the Authority. Subject to the applicable provisions of any indenture, trust agreement or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depositary of the Authority to have custody of all the money of the Authority, from whatever

source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law.

(3) The Director of Finance of the City, who performs the functions of auditor and controller for the City, is hereby designated as Controller of the Authority, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law. The Controller shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(4) The City shall determine the charges to be made against the Authority for the services of the Treasurer and Controller.

(5) The Treasurer and Controller of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of $25,000 as required by Section 6505.1 of the Law; provided that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than $500.00.

(6) The Treasurer and Controller of the Authority is hereby authorized and directed to prepare or cause to be prepared:

(a) a special audit as required pursuant to Section 6505 of the Government Code of the State of California every year during the term of this Agreement; and

(b) a report in writing on the first day of July, October, January, and April of each year to the Board, the City and the Agency which report shall describe the amount of money held by the Treasurer and Controller of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the first such report.

(7) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

SECTION 5. POWERS

The Authority shall have the power to finance public capital improvements through the issuance of notes and bonds for the purposes set forth in Section 2 hereof, all in accordance with the Law.

The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to employ agents and employees; and to sue and be sued in its own name.

Such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the City in the exercise of similar powers, as provided in Section 6509 of the Law, except, however, nothing herein shall limit the powers of the Authority under the Marks-Roos Local Bond Pooling Act of 1985.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

SECTION 6. TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement as provided in Section 3 or until the City and the Agency shall have mutually rescinded this Agreement; provided, however, that in no event shall this Agreement be terminated or rescinded while any bonds of the Authority remain outstanding under the terms of the Trust Agreement or other instrument pursuant to which the bonds are issued.

SECTION 7. FISCAL YEAR

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from October 1 of each year to and including the following September 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following September 30.

SECTION 8. DISPOSITION OF ASSETS

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 6 hereof, all assets of the Authority shall be distributed to the City, subject to the provisions of Section 9 hereof.

SECTION 9. CONTRIBUTIONS AND ADVANCES

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Agency for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Agency, as the case may be, and the Authority at the time of making such advance. It is mutually understood and agreed that neither the City nor the Agency has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The City or the Agency may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority. After termination of this Agreement pursuant to Section 3, any surplus money in possession of the Authority shall be returned to the City and the Agency in proportion to the unreimbursed contributions each has made.

SECTION 10. AGREEMENT NOT EXCLUSIVE

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the City and the Agency, except as the terms of this Agreement may conflict therewith, in which case the terms of this Agreement shall prevail.

SECTION 11. ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Agency and their representatives. The Authority shall give an audited written report of all financial activities for each fiscal year to the City and to the Agency within 150 days after the close of each fiscal year.

So long as required by Section 6505.6 of the Government Code of the State of California, the Controller of the Authority shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the City, the Agency and, if required by Section 6505.6 of the Government Code of the State of California, with the County Auditor/Controller of the County of El Dorado. Such report shall be filed within 12 months of the end of the fiscal year or years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

In any year the Authority may, by unanimous request of the Board, replace the annual special audit with an audit covering a two-year period.

SECTION 12. CONFLICT OF INTEREST CODE

The Authority by resolution shall adopt a Conflict of Interest Code as required by law.

SECTION 13. BREACH

If default shall be made by the City or the Agency in any covenant contained in this Agreement, such default shall not excuse either the City or the Agency from fulfilling its obligations under this Agreement and the City and the Agency shall continue to be liable for the performance of all conditions herein contained. The City and the Agency hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Agency hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of

one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 14. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

SECTION 15. SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by supplemental agreement executed by the City and the Agency at any time to provide for the financing of public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City and the Agency in accordance with the Law or for any other purpose; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under instrument pursuant to which such notes or bonds are issued.

SECTION 17. FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the Agency, by resolution duly and regularly adopted by the members of the Agency, and, in the case of the City, by resolution duly and regularly adopted by the City Council of the City, and, in the case of the Authority, by resolution duly and regularly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 18. SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By _____
Mayor Pro Tem

[SEAL]

Attest:

City Clerk

SOUTH TAHOE REDEVELOPMENT AGENCY

By _____
Chairman

[SEAL]

ATTEST:

Secretary

2539H

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 19

**Agenda Item:** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority

**Executive Summary:** Approval of the attached resolution and Amendment No. 1 to the Joint Exercise of Powers Agreement would allow the Parking Authority of the City of South Lake Tahoe to become a member of the South Tahoe Joint Powers Financing Authority and the Successor Agency to the South Tahoe Redevelopment Agency to withdraw from the South Tahoe Joint Powers Financing Authority.

**Requested Action / Suggested Motions:** Acting as the Board of Parking Authority of the City of South Lake Tahoe, Pass a Resolution Approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority to replace Successor Agency with Parking Authority.
Responsible Staff Member: Joseph Irvin, Chief Administrative Officer

**Responsible Staff Member:** Joseph Irvin, Chief Administrative Officer

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

**Attachments**:

01-Staff Report - PACSLT Joint Powers Agreement.docx
02-PACSLT Resolution Amendment to Joint Powers.docx
03-PACSLT Amendment to Joint Powers Agreement (Exh. A to Reso).docx
04-JPA Agreement - SLT.pdf

# City of South Lake Tahoe
## Report to **Parking Authority**

**Meeting Date:** March 15, 2022

**Title:** Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority.

**Location:** Citywide

**Responsible Staff Member:** Joseph Irvin, Chief Administrative Officer (530) 542-6043

**Background:**
Pursuant to the Joint Exercise of Powers Act, Government Code Section 6500, et seq. (the "Joint Powers Act"), the City and the Redevelopment Agency in 1989 created the South Tahoe Joint Powers Financing Authority (the "Financing Authority"), by entering into a Joint Exercise of Powers Agreement (the "JPA Agreement"). Under the Joint Powers Act, the Financing Authority has all of the powers common to its members, as well as additional, independent powers under the Joint Powers Act. The Joint Powers Act authorizes the Financing Authority to assist public agencies, such as the City and its related entities, in the financing and refinancing of public capital improvements.

In the past, the South Tahoe Joint Powers Financing Authority has assisted the City in the issuance of 2016 Lease Revenue Refunding Bonds, as well as 2012 Certificates of Participation, the proceeds of which were used to finance streets and other capital improvements within the City. It is expected that in the future, the assistance of the South Tahoe Joint Powers Financing Authority will again be needed to assist the City in securing financing for the construction of new projects, including the new recreation center.

**Issue and Discussion:**
The former Redevelopment Agency's interest in the JPA Agreement was assigned to the Successor Agency to the South Tahoe Redevelopment Agency by operation of AB X1 26, which enacted the Dissolution Act. The Dissolution Act, as amended by AB 1484, enacted by the State Legislature on June 27, 2012, and as amended further by SB 107, enacted by the State Legislature on September 22, 2015, introduces complications to certain bond financing assisted by the Financing Authority. California Health and Safety Code Section 34187 specifies that the Successor Agency's existence will terminate within a few months after the final payment of debt of the former Redevelopment Agency (or the disposal of all real property and resolution of all outstanding litigation). The last debt of the Redevelopment Agency matures in 2037, and assuming that all real property has been disposed of and that there is no litigation at the time, the Successor Agency's existence will terminate within approximately 15 years from now.

To finance or refinance public capital improvements of the City and its related entities, it is expected that additional bonded indebtedness or obligations will be issued with the assistance of the Financing Authority, and having terms and maturities extending beyond termination of the Successor Agency. Amendment of the JPA Agreement to add another member is necessary in order to preserve the continued existence of the Financing Authority after the termination of the Successor Agency's existence. The 2012 Certificates of Participation have a term of longer than 15 years, and the financing for the recreation center Project will have a term of longer than 15 years. Therefore, it is necessary to add the Parking Authority as a member to the Financing Authority to assure the financial feasibility of these important projects proposed to be financed by bonds, as well as other future capital improvement projects of the City.

The attached Amendment No. 1 to the JPA Agreement would add the Parking Authority of the City of South Tahoe as a member of the Financing Authority and withdraw and terminate the Successor Agency as a member of the Financing Authority. Amendment No. 1 would facilitate the continued existence of the Financing Authority beyond the termination of the Successor Agency. In addition, the Successor Agency would no longer be subject to provisions of the JPA Agreement that could require the Successor Agency to contribute funds in the future. To date, no financial contributions have been required from the former Redevelopment Agency or the Successor Agency under such provisions.

**Financial Implications:**
By withdrawal of the Successor Agency from the Financing Authority, the Successor Agency will no longer be subject to potential financial contribution requirements under the JPA Agreement. By addition of the Parking Authority of the City of South Tahoe to the JPA Agreement, the Financing Authority will continue in existence beyond the termination of the Successor Agency, thereby allowing the Financing Authority to continue to assist the City and its related entities in bond financings for significant public benefits, including (a) demonstrable savings in effective interest rate or bond issuance costs, (b) significant reductions in effective user charges levied, (c) employment benefits from undertaking the project in a timely fashion, or (d) more efficient delivery of local agency services to residential and commercial development.

**Environmental Considerations:**
None.

**Policy Implications:**
None.

**Resolution 2022-XXX**

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

**Parking Authority**

**March 15, 2022**

# Approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority

## BACKGROUND

A. The City of South Lake Tahoe (the "City") and the South Tahoe Redevelopment Agency (the "Former Agency") entered into a Joint Exercise of Powers Agreement, dated January 3, 1989 (the "Original Agreement"), establishing the South Tahoe Joint Powers Financing Authority (the "PFA") as a joint powers agency pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500 et seq.) (the "Act").

B. The Original Agreement was made pursuant to the Act, to provide for the joint exercise of powers common to the members of the PFA, and the establishment of a vehicle to reduce local borrowing costs and promote the greater use of existing and new financial instruments and mechanisms, and undertake the financing of public capital improvements and related capital improvements and the acquisition of real and personal property for the members of the PFA and other public agencies within the State.

C. Pursuant to Part 1.85 of Division 24 of the Health and Safety Code (enacted by Chapter 5 of the Statutes of 2011, ABX1 26), all redevelopment agencies in the State of California, including the Former Agency, dissolved as of February 1, 2012, the Successor Agency to the South Tahoe Redevelopment Agency (the "Successor Agency") was established as the successor entity to the Former Agency, and the Oversight Board to the Successor Agency (the "Oversight Board") was constituted.

D. The Successor Agency is tasked with the wind-down of the Former Agency's affairs.

E. There has been prepared an Amendment No. 1 to Joint Exercise of Powers Agreement (the "Amendment"), by and among the City, the Successor Agency and the Parking Authority of the City of South Lake Tahoe (the "Parking Authority"), pursuant to which: (i) the Successor Agency will withdraw as a member of the PFA and the Parking Authority will become a new member of the PFA, and (ii) certain provisions of the Original Agreement will be updated.

F. The Successor Agency's withdrawal as a member of the PFA is in furtherance of the wind-down of the Former Agency's affairs.

G. The PFA has previously issued bonds, some of which remain outstanding as of the date hereof.

H. The inclusion of the Parking Authority as a member to the PFA will preserve the existence of the PFA (thereby avoiding any disruption with respect to the outstanding PFA bonds), while allowing the Successor Agency to withdraw its membership.

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

1. Approves the form of Amendment No. 1 to Joint Exercise of Powers Agreement (the "Amendment No. 1"), dated as of March 15, 2022 and attached hereto as Exhibit "A," by and among the City, the Successor Agency, and the Parking Authority, and authorizes and directs the Chair of the Parking Authority, for and on behalf of the Parking Authority, to execute and deliver the Amendment No. 1 in substantially the form on file with the Secretary of the Parking Authority and presented to this meeting, with such changes therein as the Chair of the Parking Authority may approve, such approval to be conclusively evidenced by her execution and delivery thereof; provided however, that such execution and delivery shall occur after the effectiveness (pursuant to Health and Safety Code Section 34179(h)) of the Oversight Board's resolution approving the execution and delivery of the Amendment No. 1.

2. Directs that his Resolution shall take effect upon its adoption.

Adopted by the Parking Authority of the City of South Lake Tahoe on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, Chair

Attest:

_____
Susan Blankenship, Secretary

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

AMENDMENT NO. 1 TO JOINT EXERCISE OF POWERS AGREEMENT

with respect to the

SOUTH TAHOE JOINT POWERS FINANCING AUTHORITY

This Amendment No. 1 to Joint Exercise of Powers Agreement (this "Amendment No. 1") is dated as of March 15, 2022 for reference purposes, and is made by and among the City of South Lake Tahoe (the "City"), the Successor Agency to the South Tahoe Redevelopment Agency (the "Successor Agency"), and the Parking Authority of the City of South Lake Tahoe (the "Parking Authority"), to amend that certain Joint Exercise of Powers Agreement, dated January 3, 1989 (the "JPA Agreement").

RECITALS:

A. The Joint Exercise of Powers Act, being California Government Code Section 6500, et seq. (the "Joint Powers Act"), provides that public agencies by agreement may jointly exercise any power common to the contracting parties. The Parking Authority is a "public agency" within the meaning of that term under Section 6502 of the Joint Powers Act, and as such, is eligible to enter into this Agreement.

B. Pursuant to Article 4 of the Joint Powers Act (also known as the Marks-Roos Local Bond Pooling Act of 1985), an authority created pursuant to Article 1 of the Joint Powers Act has additional, independent powers under the Joint Powers Act, including the power to issue bonds to pay the cost of any public capital improvement, and the power to make secured or unsecured loans to a local agency, including the City and the Parking Authority, in connection with the financing of public capital improvements and to refinance indebtedness incurred in connection with public capital improvements undertaken and completed, and may purchase bonds issued by any local agency at a public or private sale and such bonds may be held by the authority or sold to public or private purchasers at public or negotiated sales.

C. Pursuant to the Joint Powers Act, the City and the South Tahoe Redevelopment Agency (the "Former Redevelopment Agency") have heretofore entered into the JPA Agreement, pursuant to which the public entity known as the "South Tahoe Joint Powers Financing Authority" was created.

D. On June 29, 2011, Assembly Bill No. 16 was enacted as Chapter 5 of Statutes of 2011 ("AB 26"), pursuant to which all redevelopment agencies in the State of California were statutorily dissolved as of February 1, 2012, including the Former Redevelopment Agency, and the Former Redevelopment Agency's interests in and obligations under the JPA Agreement were assigned to the Successor Agency by operation of the law enacted by AB 26, including but not limited to California Health and Safety Code Section 34178(b)(3).

E. California Health and Safety Code Section 34187(b) provides for the dissolution of the Successor Agency within several months of the final retirement or payment of all enforceable

obligations of the Former Redevelopment Agency, disposal of all real property, and resolution of all outstanding litigation of the Successor Agency.

F. There continues to be a need within the City, consistent with the need described in the declarations of the State Legislature set forth in Article 4 of the Joint Powers Act, to expand, upgrade, and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development. The needs of local government for financing these facilities greatly exceed the amount of funds available from existing state, local, and federal sources.

G. The needs of the City to expand, upgrade, and otherwise improve the public capital facilities are expected to continue beyond the termination of the Successor Agency, and bonded indebtedness or other obligations that may be issued with the assistance of the South Tahoe Joint Powers Financing Authority are expected to have terms and maturities extending beyond the termination of the Successor Agency, so it is necessary to add the Parking Authority as a member of the JPA Agreement in order to continue the existence of the Authority.

H. The common powers of the City and the Parking Authority include the power to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, refinancing, or development of public parking facilities and for the provision of capital improvements in connection with and determined necessary to the public parking facilities; the power to purchase bonds, notes or other obligations; the power to acquire and dispose of real and personal property; the power to pay for the cost of publicly owned improvements in connection with and determined necessary to the public parking facilities; and the power to accept financial assistance from various public sources. The City and the Parking Authority desire to jointly exercise certain powers common to the parties, as set forth herein, including the foregoing and including the expansion, upgrading and improvement of said public capital improvements, and to facilitate the continued existence of the South Tahoe Joint Powers Financing Authority, which may also exercise its independent powers authorized by the Joint Powers Act.

I. The Parking Authority desires to enter into this Amendment No. 1 to become a party to the JPA Agreement in furtherance of the Joint Powers Act, including Article 4 thereof, and the Successor Agency desires to withdraw from the JPA Agreement.

J. The inclusion of the Parking Authority as a member to the Authority will preserve the existence of the Authority (thereby avoiding any disruption with respect to the outstanding Authority bonds), while allowing the Successor Agency to withdraw its membership.

K. In furtherance of the purposes of the JPA Agreement and the Joint Powers Act, including Article 4 thereof, and pursuant to Section 16 of the JPA Agreement, the City and the Successor Agency desire to enter into this Amendment No. 1 to: (i) add the Parking Authority as a party to the JPA Agreement, (ii) provide for the withdrawal of the Successor Agency from the South Tahoe Joint Powers Financing Authority and the JPA Agreement, and (iii) certain updates to the JPA Agreement, including clarifying changes necessitated by all of the foregoing.

NOW, THEREFORE, the City, the Successor Agency, and the Parking Authority agree as follows:

Section 1. Amendments to the JPA Agreement.

A. The JPA Agreement is hereby amended to include the Parking Authority as a party to the JPA Agreement. By its signature to this Amendment No. 1, the Parking Authority agrees to be a party to the JPA Agreement and accepts the terms of the JPA Agreement.

B. The JPA Agreement is hereby amended to remove the Former Redevelopment Agency as succeeded by the Successor Agency, as assignee by operation of law to the Former Redevelopment Agency, as a member of the South Tahoe Joint Powers Financing Authority and as a party of the JPA Agreement and thus terminate its membership in the South Tahoe Joint Powers Financing Authority.

C. The recitals of the JPA Agreement are hereby amended to add the following recital:

> WHEREAS, this Agreement has been amended by that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated January 3, 1989, to reflect the addition of the Parking Authority of the City of South Tahoe as a member of the Authority and as a party to this Agreement and to reflect the withdrawal of the Successor Agency to the South Tahoe Redevelopment Agency, as successor to the Agency by operation of law upon the Agency's statutory dissolution, from membership of the Authority and the JPA Agreement."

D. Section 1 of the JPA Agreement is hereby amended to add the following additional defined terms:

> "Amendment No. 1" means that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated as of January 3, 1989, by and among the City, the Successor Agency to the South Tahoe Redevelopment Agency, as successor to the former Agency, and the Parking Authority.
>
> "Local Agency" means a Member, or an agency or subdivision of that Member, sponsoring a project of Public Capital Improvements, or any city, county, city and county, authority, district, or public corporation of the State of California.
>
> "Member" means originally, the City and the Agency, and any other member who may be become a member of the Authority, including but not limited to the Parking Authority, which was added as a member pursuant to Amendment No. 1.
>
> "Parking Authority" means the Parking Authority of the City of South Tahoe, a public body, corporate and politic, duly organized and validly existing pursuant to the Constitution of the State of California and the Parking Law of 1949.

"Parking Law of 1949" means the Parking Law of 1949, being California Streets and Highways Code Section 32500, et seq., as amended from time to time.

"Public Capital Improvements" has the meaning given to such term in Section 6585 of the Law, as in effect on the date hereof, and as hereafter amended.

E. Section 2 of the JPA Agreement is hereby amended and restated as follows:

"Section 2. PURPOSE

This Agreement is made for the joint exercise of powers common to its Members, and for other purposes as permitted under the Law. The purpose of this Agreement is to provide for the financing of Public Capital Improvements, and working capital requirements of a Local Agency through the acquisition by the Authority of such Public Capital Improvements and the leasing, purchasing or selling thereof to a Local Agency and/or the purchase by the Authority of Obligations of a Local Agency pursuant to bond purchase agreements and/or the lending of funds by the Authority to a Local Agency."

F. Section 3 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

"SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by the parties hereto pursuant to a supplemental agreement executed by the Members; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding, or while the Authority owns or holds any interest in a Public Capital Improvement."

G. Subsection C.(1) of Section 4 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

"C. Meetings of the Board

(1) Regular Meetings. "Regular meetings of the Board shall be held on the same day and at the same time and place as the regular meetings of the City Council of the City of South Lake Tahoe, so long as an agenda for such meeting is posted at least 72 hours in advance of such meeting (or such other length of period as required by the Ralph M. Brown Act). If the Board of Directors has no business to conduct on a date when a Regular Meeting would otherwise be held, no agenda for the Board of Directors meeting shall be posted and such Regular Meeting shall be automatically cancelled."

H. Except for the Recitals of the JPA Agreement and the defined terms of the JPA Agreement amended or added by Section 1.D. of this Amendment No. 1, which shall read as set forth in such Section 1.D., and except as otherwise amended by the foregoing provisions of this Section 1, all references in the JPA Agreement to the "Agency" are hereby amended and restated to refer to the "Parking Authority."

Section 2. JPA Agreement to Remain in Effect. Save and except as expressly amended by this Amendment No. 1, the JPA Agreement shall remain in full force and effect.

Section 3. Filing with Secretary of State and State Controller. The Executive Director of the Authority shall cause to be filed, or shall confirm the filing of: (1) a notice of this Amendment No. 1 with the office of the Secretary of State within 30 days of its effective date, as required by Section 6503.5 of the Joint Powers Act, and (ii) a copy of this Amendment No. 1 together with the JPA Agreement with the Controller and the local agency formation commission in the County of El Dorado as required by Section 6503.6 of the Joint Powers Act.

Section 4. Counterparts. This Amendment No. 1 may be executed in counterparts, and photocopies or facsimile copies of this Amendment No. 1 may be used as originals.

Section 5. Effective Date. The effective date of this Amendment No. 1 shall be the date upon which the resolution of the Oversight Board for the Successor Agency approving this Amendment No. 1 is effective pursuant to Sections 34179(h) and 34181(f) of the California Health and Safety Code.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 as of the date first written above.

CITY OF SOUTH LAKE TAHOE

_____
Devin Middlebrook, Mayor

ATTEST:

_____
Susan Blankenship, City Clerk

SUCCESSOR AGENCY TO THE SOUTH TAHOE REDEVELOPMENT AGENCY

_____
Devin Middlebrook, Chair

ATTEST:

_____
Susan Blankenship, Secretary

PARKING AUTHORITY OF THE CITY OF SOUTH LAKE TAHOE

_____
Cristi Creegan, Chair

ATTEST:

_____
Suisan Blankenship, Secretary

JOINT EXERCISE OF POWERS AGREEMENT

BY AND BETWEEN

CITY OF SOUTH LAKE TAHOE

AND

SOUTH TAHOE REDEVELOPMENT AGENCY

2539H

# JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated January 3, 1989 (herein called this "Agreement"), by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation duly organized and existing in the State of California, under and by virtue of the Constitution and the laws of the State of California (herein called the "City"), and the SOUTH TAHOE REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (herein called the "Agency").

W I T N E S S E T H:

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes the City and Agency to create a joint exercise of powers entity (herein called the "South Tahoe Joint Powers Financing Authority" or the "Authority") which has the power to jointly exercise any powers common to the City and the Agency;

WHEREAS, the City and the Agency are each empowered by law to undertake certain projects and programs;

WHEREAS, the Agency is authorized by law to exercise broad governmental functions and authority to accomplish its purposes, including, but not limited to, the right of eminent domain, the right to issue bonds and expend their proceeds and the right to acquire, sell, develop, lease or administer property;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City;

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell such bonds to public or private purchasers at public or negotiated sale; and

WHEREAS, by this Agreement, the City and the Agency desire to create and establish the South Tahoe Joint Powers Financing Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the City and the Agency, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

Agency

The term "Agency" shall mean the South Tahoe Redevelopment Agency, a public corporation, duly organized and

existing under and by virtue of the laws of the State of California.

Authority

The term "Authority" shall mean the South Tahoe Joint Powers Financing Authority created by this Agreement.

Board

The term "Board" shall mean the governing board of the Authority.

City

The term "City" shall mean the existing municipal corporation known as the City of South Lake Tahoe, a city duly organized and existing under and by virtue of the Constitution and laws of the State of California.

Law

The term "Law" shall mean Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599), including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

Project Area

The term "Project Area" shall mean the South Tahoe Redevelopment Project No. 1, as more fully described in the Redevelopment Plan.

Redevelopment Plan

The term "Redevelopment Plan" shall mean the Redevelopment Plan for the South Tahoe Redevelopment Project No. 1, as approved by the Agency Governing Board on June 28,

1988, with the adoption of Ordinance No. 746 as the same may be amended from time to time.

SECTION 2. PURPOSE

This Agreement is made pursuant to the Law to provide for the joint exercise of powers common to the City and the Agency for the purpose of financing the Redevelopment Plan by exercising the powers referred to in the recitals hereof and described in Section 5 herein.

The City and the Agency desire to assist in the implementation of the Redevelopment Plan and in order to accomplish that goal are willing to assist in financing and public improvement costs associated with public capital improvements, including those within the Project Area.

The City and the Agency are empowered by the laws of the State of California to own, purchase, lease, sell, exchange or dispose of any real or personal property or any interest in it and to enter into contracts for public capital improvements, including contracts pursuant to implementation and execution of the Redevelopment Plan.

The Authority will fulfill the purposes of this Agreement by undertaking the sale and issuance of notes and bonds in accordance with the Marks-Roos Local Bond Pooling Act of 1985. The City and the Agency hereby agree that any such notes and bonds issued by the Authority for the Redevelopment Plan shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the

repayment of principal of or interest on such notes and bonds under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which the bonds are issued.

SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until June 28, 2018, unless extended or earlier terminated by a supplemental written agreement of the Agency and the City; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under the terms of the Trust Agreement or other instrument pursuant to which such bonds are issued. In any event, the Authority shall cause all records regarding its formation, existence, any notes or bonds issued by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any bonds issued by the Authority, whichever is later.

SECTION 4. AUTHORITY

A. Creation of Authority

There is hereby created pursuant to the Law an agency and public entity to be known as the "South Tahoe Joint Powers Financing Authority." As provided in the Law, the Authority shall be a public entity separate from the City and the Agency. The debts, liabilities and obligations of the

Authority shall not constitute debts, liabilities or obligations of the City or the Agency.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the Law.

B. Governing Board

The Authority shall be administered by the Board, which shall consist of the members of the City Council of the City. The term of office of any member of the Board shall be equivalent to such member's term of office on the City Council.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board and the City shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. Meetings of Board

(1) Regular Meetings. The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Legal Notice. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.

(3) Minutes. The secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the City and the Agency.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

D. Officers; Duties

(1) The Mayor of the City shall serve as chairperson of the Authority and the Vice-Mayor of the City shall serve as vice-chairperson of the Authority. The Board shall by resolution appoint a secretary of the Authority.

(2) The Treasurer of the City is hereby designated as Treasurer of the Authority. Subject to the applicable provisions of any indenture, trust agreement or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depositary of the Authority to have custody of all the money of the Authority, from whatever

source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law.

(3) The Director of Finance of the City, who performs the functions of auditor and controller for the City, is hereby designated as Controller of the Authority, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law. The Controller shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(4) The City shall determine the charges to be made against the Authority for the services of the Treasurer and Controller.

(5) The Treasurer and Controller of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of $25,000 as required by Section 6505.1 of the Law; provided that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than $500.00.

(6) The Treasurer and Controller of the Authority is hereby authorized and directed to prepare or cause to be prepared:

(a) a special audit as required pursuant to Section 6505 of the Government Code of the State of California every year during the term of this Agreement; and

(b) a report in writing on the first day of July, October, January, and April of each year to the Board, the City and the Agency which report shall describe the amount of money held by the Treasurer and Controller of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the first such report.

(7) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

SECTION 5. POWERS

The Authority shall have the power to finance public capital improvements through the issuance of notes and bonds for the purposes set forth in Section 2 hereof, all in accordance with the Law.

The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to employ agents and employees; and to sue and be sued in its own name.

Such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the City in the exercise of similar powers, as provided in Section 6509 of the Law, except, however, nothing herein shall limit the powers of the Authority under the Marks-Roos Local Bond Pooling Act of 1985.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

SECTION 6. TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement as provided in Section 3 or until the City and the Agency shall have mutually rescinded this Agreement; provided, however, that in no event shall this Agreement be terminated or rescinded while any bonds of the Authority remain outstanding under the terms of the Trust Agreement or other instrument pursuant to which the bonds are issued.

SECTION 7. FISCAL YEAR

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from October 1 of each year to and including the following September 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following September 30.

SECTION 8. DISPOSITION OF ASSETS

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 6 hereof, all assets of the Authority shall be distributed to the City, subject to the provisions of Section 9 hereof.

SECTION 9. CONTRIBUTIONS AND ADVANCES

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the City and the Agency for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the City or the Agency, as the case may be, and the Authority at the time of making such advance. It is mutually understood and agreed that neither the City nor the Agency has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The City or the Agency may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority. After termination of this Agreement pursuant to Section 3, any surplus money in possession of the Authority shall be returned to the City and the Agency in proportion to the unreimbursed contributions each has made.

SECTION 10. AGREEMENT NOT EXCLUSIVE

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the City and the Agency, except as the terms of this Agreement may conflict therewith, in which case the terms of this Agreement shall prevail.

SECTION 11. ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the City and the Agency and their representatives. The Authority shall give an audited written report of all financial activities for each fiscal year to the City and to the Agency within 150 days after the close of each fiscal year.

So long as required by Section 6505.6 of the Government Code of the State of California, the Controller of the Authority shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the City, the Agency and, if required by Section 6505.6 of the Government Code of the State of California, with the County Auditor/Controller of the County of El Dorado. Such report shall be filed within 12 months of the end of the fiscal year or years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

In any year the Authority may, by unanimous request of the Board, replace the annual special audit with an audit covering a two-year period.

SECTION 12. CONFLICT OF INTEREST CODE

The Authority by resolution shall adopt a Conflict of Interest Code as required by law.

SECTION 13. BREACH

If default shall be made by the City or the Agency in any covenant contained in this Agreement, such default shall not excuse either the City or the Agency from fulfilling its obligations under this Agreement and the City and the Agency shall continue to be liable for the performance of all conditions herein contained. The City and the Agency hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the City and the Agency hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of

one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 14. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

SECTION 15. SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended by supplemental agreement executed by the City and the Agency at any time to provide for the financing of public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the City and the Agency in accordance with the Law or for any other purpose; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding under instrument pursuant to which such notes or bonds are issued.

SECTION 17. FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the Agency, by resolution duly and regularly adopted by the members of the Agency, and, in the case of the City, by resolution duly and regularly adopted by the City Council of the City, and, in the case of the Authority, by resolution duly and regularly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 18. SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By _____
Mayor Pro Tem

[SEAL]

Attest:

_____
City Clerk

SOUTH TAHOE REDEVELOPMENT AGENCY

By _____
Chairman

[SEAL]

ATTEST:

_____
Secretary

2539H

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 20

**Agenda Item:** Adoption of Bylaws of the Parking Authority of the City of South Lake Tahoe

**Executive Summary:** On March 1, 2022, the City Council adopted Resolution No. 2022-025, which activated and established the Parking Authority of the City of South Lake Tahoe ("Parking Authority") as provided by the Parking Law of 1949 (Part 2 of Division 18 (commencing with Section 32500) of the California Streets and Highways Code). Pursuant to Section 32661.1 of the Parking Law of 1949 and Resolution No. 2022-025, the City Council declared itself to be the Board of Directors Parking Authority.

At this first meeting of the Parking Authority, there is a need to adopt bylaws for the Parking Authority. The Bylaws establish the posts for the key officers of the Parking Authority. The Bylaws also establish that the regular meeting dates of the Parking Authority Board shall coincide with the regular meeting dates of the City Council, but provides that any such meeting will be automatically cancelled without any further action of the Board or any officer of the Parking Authority if no agenda is posted.

**Requested Action / Suggested Motions:** Pass a Resolution adopting the official Bylaws of the Parking Authority of the City of South Lake Tahoe.
Responsible Staff Member: Joseph Irvin, Chief Administrative Officer

**Responsible Staff Member:** Joseph Irvin, Chief Administrative Officer

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

**Attachments**:

01-Staff Report - Parking Authority Bylaws.docx
02-Parking Authority Resolution - Parking Authority Bylaws.docx
03- Reso. No. 2022-025 Parking Authority of the City of South Lake Tahoe.pdf

# City of South Lake Tahoe
Report to **Parking Authority**

**Meeting Date:** March 15, 2022

**Title:** Adoption of Bylaws of the Parking Authority of the City of South Lake Tahoe

**Location:** Citywide

**Responsible Staff Member:** Joseph Irvin, Chief Administrative Officer (530) 542-6043

**Background:**
On March 1, 2022, the City Council adopted Resolution No. 2022-025, which activated and established the Parking Authority of the City of South Lake Tahoe ("Parking Authority") as provided by the Parking Law of 1949 (Part 2 of Division 18 (commencing with Section 32500) of the California Streets and Highways Code). Pursuant to Section 32661.1 of the Parking Law of 1949 and Resolution No. 2022-025, the City Council declared itself to be the Board of Directors Parking Authority.

**Issue and Discussion:**
At this first meeting of the Parking Authority, there is a need to adopt bylaws for the Parking Authority. The Bylaws establish the posts for the key officers of the Parking Authority. The Bylaws also establish that the regular meeting dates of the Parking Authority Board shall coincide with the regular meeting dates of the City Council but provides that any such meeting will be automatically cancelled without any further action of the Board or any officer of the Parking Authority if no agenda is posted.

**Financial Implications:**
There is no financial impact related to this item.

**Environmental Considerations:**
None.

**Policy Implications:**
None.

# Resolution 2022-XXX

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

**Parking Authority**

**March 15, 2022**

## Approving Bylaws of the Parking Authority of the City of South Lake Tahoe

**BACKGROUND**

A. The City Council of the City of South Lake Tahoe (the "City") has heretofore approved a resolution determining that there is a need for the parking authority described in, and governed by, Part 2 of Division 18 (commencing with Section 32500) of the California Streets and Highways Code (the "Parking Law of 1949") to function in the City, thereby authorizing the Parking Authority of the City of South Lake Tahoe to transact business and exercise any powers under the Parking Law of 1949.

B. The Parking Authority desires to adopt Bylaws.

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

1. The Bylaws of the Parking Authority of the City of South Lake Tahoe, attached hereto as Exhibit A, are hereby approved and adopted as the official Bylaws of the Parking Authority.

Adopted by the Parking Authority of the City of South Lake Tahoe City Council on March 15, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cristi Creegan, Chair

Attest:

_____
Susan Blankenship, Secretary

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

**EXHIBIT A**

BYLAWS
OF THE
PARKING AUTHORITY OF THE CITY OF SOUTH LAKE TAHOE

## ARTICLE I - THE PARKING AUTHORITY

Section 1. Name of Parking Authority. The name of the Parking Authority shall be the "Parking Authority of the City of South Lake Tahoe."

Section 2. Seal of Authority. The Parking Authority may have a seal. The seal of the Parking Authority shall be in the form of a circle and shall bear the name of the Parking Authority and the year of its organization.

Section 3. Office of Authority. The office of the Parking Authority shall be at the offices of the City of South Lake Tahoe, 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe, California 96150.

Section 4. Governing Body. The members of the City Council of the City of South Lake Tahoe shall constitute the governing body of the Parking Authority, which governing body shall be known as the Board of Directors.

## ARTICLE II - OFFICERS

Section 1. Officers. The officers of the Parking Authority shall be a Chair, a Vice-Chair, a Secretary, a Treasurer and a Chief Administrative Officer. An officer shall sign all contracts, deeds and other instruments made by the Parking Authority.

Section 2. Chair. The Chair shall be the member of the Board of Directors who is the then current Mayor Pro Tem of the City of South Lake Tahoe. The Chair shall preside at all meetings of the Parking Authority.

Section 3. Vice-Chair. The Vice-Chair shall be the member of the Board of Directors who is the then current Mayor of the City of South Lake Tahoe. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair.

Section 4. Secretary. The Secretary shall be the then current City Clerk of the City of South Lake Tahoe. The Secretary shall keep the records of the Parking Authority, shall act as Secretary of the meetings of the Board of Directors and record all votes, and shall keep a record of the proceedings of the Parking Authority in the form of minutes to be kept for such purpose, and shall perform all duties incident to the office of Secretary. The Secretary shall keep in safe custody the seal of the Parking Authority and shall have power to affix such seal as necessary and to the extent required to contracts and instruments authorized by the Board of Directors to be executed. The Secretary may attest to signatures of other officers of the Parking Authority.

Section 5. Treasurer. The Treasurer shall be the then current City Treasurer of the City of South Lake Tahoe. The Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render to the Board of Directors, at least once annually and as additionally requested by the Board of Directors, an account of the transactions of the Parking Authority and shall perform any other duties that are designated from time to time by the Parking Authority. The Treasurer, or in the absence of the Treasurer, a person appointed by the Treasurer or the Board of Directors, shall have the care and custody of all funds of the Parking Authority. The Treasurer may enter into agreements on behalf of the Parking Authority with any financial institution authorized to accept deposits of public funds, providing for the transfer of funds between accounts maintained therein by the Parking Authority upon request by telephone. Such agreements may also provide for the investment upon request by telephone of funds maintained in such accounts, in property or securities in which public agencies may legally invest money subject to their control. Such agreements shall designate the accounts maintained by the Parking Authority which are subject thereto, and the persons who may, from time to time, make such transfers and direct such investments by telephone request.

Section 6. Chief Administrative Officer. The Chief Administrative Officer shall be the then current City Manager of the City of South Lake Tahoe. The Chief Administrative Officer shall conduct day-to-day administration of the Parking Authority's business and affairs, subject to the direction of the Board of Directors.

Section 7. Additional Duties. The officers of the Parking Authority shall perform such other duties and functions as may from time to time be required by the Parking Authority or these By-Laws or by resolution, rules and regulations or by motion of the Board of Directors. All orders and checks for the payment of money, notes or other evidences of indebtedness under the direction of, issued in the name of, or payable to the Parking Authority shall be signed by or endorsed by the Treasurer, unless otherwise provided by law (including, but not limited to, California Health and Safety Code Section 33135) or pursuant to an agreement approved by the Board of Directors by resolution.

Section 8. Assistants and Deputies; Additional Personnel.

(a) Whenever an officer of the Parking Authority or the City is designated an officer of the Parking Authority, the assistants and deputies of such officer from time to time shall also be, ex officio, officers of the Parking Authority; and whenever a power is granted to, or a duty imposed upon, such officer, the power may be exercised, or the duty performed, by such assistant or deputy. The Board of Directors may from time to time employ such other personnel as it deems necessary to exercise its powers, duties and functions. The selection and compensation of such officers and other personnel shall be determined by the Board of Directors.

(b) Pursuant to the authority granted by Sections 32811 and 32812 of the California Health and Safety Code and to avoid the unnecessary duplication of effort or expense, all of the remaining departments and officers of the City shall furnish to the Parking Authority, upon the request of the Chief Administrative Officer and with the general consent of the Board of Directors and the City Council, services and the use of

City department facilities in connection with matters within the scope of the normal activities of the particular department. The furnishing of such services and the use of such department facilities shall be subject to reimbursement by the Parking Authority to the City, to the extent approved by the Board of Directors and the City Council, for not more than the reasonable value thereof.

## ARTICLE III - MEETINGS

Section 1. Regular Meetings. A regular meeting of the Board of Directors of the Parking Authority shall be held at the time and place of each regular meeting of the City Council of the City of South Lake Tahoe. In the event an agenda for a regular meeting of the Parking Authority is not posted timely in accordance with the provisions of Section 54954.2 of the California Government Code, such regular meeting is cancelled without any further action of the Board of Directors or any officer of the Parking Authority.

Section 2. Applicability of Ralph M. Brown Act. Meetings of the Parking Authority shall be held, notice given and the business of the Parking Authority conducted, all as provided in the Ralph M. Brown Act, being California Government Code Section 54950, et seq.

Section 3. Quorum. Three members of the Board of Directors shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. Action may be taken by the Board of Directors upon a vote of a majority of a quorum, unless a higher vote is required by law.

Section 4. Manner of Voting. The manner of voting on resolutions and on other matters shall be as prescribed by the Chair.

## ARTICLE IV - REPORTS

Section 1. Financial Reports.

(a) In furtherance of Section 5 of Article II herein and Section 32663 of the California Streets and Highways Code, the Treasurer shall render to the Board of Directors, at least once annually and as additionally requested by the Board of Directors, a detailed report of all of the transactions of the Parking Authority, including a statement of all revenues and expenditures.

(b) In furtherance of Section 32664 of the California Streets and Highways Code, at least once annually, the Parking Authority shall submit a statement of all its financial affairs, audited by independent certified public accountants, to the City Council of the City.

## ARTICLE V - AMENDMENTS

Section 1. Amendments to Bylaws. The Bylaws of the Parking Authority may be amended by resolution of the Parking Authority.

# Resolution 2022-025

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

**City Council**

**March 1, 2022**

## Declaring a Need for a Parking Authority to Function in the City and Declaring the City Council to be the Board of Directors of the Parking Authority

**BACKGROUND**

A. Part 2 of Division 18 of the California Streets and Highways Code, commencing with Section 32500, (the "Parking Law of 1949") provides that in each city exists a public body, corporate and politic, known as the parking authority of such city.

B. Pursuant to Streets and Highways Code Section 32651, the parking authority within the City of South Lake Tahoe (the "City") may transact business and exercise any powers granted to a parking authority pursuant to the Parking Law of 1949 upon a declaration by resolution of the City Council of the City (the "City Council") that there is a need for the parking authority to function in the City.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED,** that the City Council of the City of South Lake Tahoe hereby finds, determines, resolves and orders as follows:

Section 1. The City Council hereby declares that there is a need for the parking authority described in, and governed by, the Parking Law of 1949 to function in the City.

Section 2. Pursuant to Streets and Highways Code Section 32650, the name of the parking authority shall be the "Parking Authority of the City of South Lake Tahoe" which is and shall be a public body, corporate and politic.

Section 3. The City Council hereby declares itself to be the Board of Directors of the Parking Authority of the City of South Lake Tahoe pursuant to the authority granted by Streets and Highways Code Section 32661.1. Accordingly, all the rights, powers, duties, privileges, and immunities created by the Parking Law of 1949 shall be vested in the City Council as the Board of Directors of the Parking Authority of the City of South Lake Tahoe.

Section 4. The City Clerk shall cause to be filed with the California Secretary of State and with the County Clerk of the County of El Dorado the information required by Section 53051 of the Government Code of the State of California.

Section 5. This Resolution shall take effect upon its adoption.

Adopted by the City of South Lake Tahoe City Council on March 1, 2022 by the following vote:
Yes: Bass, Creegan, Friedrich and Middlebrook
Absent: Wallace

Devin Middlebrook (Mar 1, 2022 15:50 PST)

Date: Mar 1, 2022

Devin Middlebrook, Mayor

Attest:

Susan Blankenship, City Clerk

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

# Res 2022-025 Parking Authority of the City of South Lake Tahoe

Final Audit Report 2022-03-01

| | |
|---|---|
| Created: | 2022-03-01 |
| By: | jo Mcdonough (jmcdonough@cityofslt.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAqdCxQ0C0Ux8WAN5CRDJJYDukmf-vhIBo |

## "Res 2022-025 Parking Authority of the City of South Lake Taho e" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-03-01 - 11:32:25 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
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Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-03-01 - 11:50:31 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.
2022-03-01 - 11:50:31 PM GMT

Adobe Sign

# City of South Lake Tahoe

**Agenda Item Executive Summary**

Joe Irvin, City Manager

**Meeting Date:** March 15, 2022
**Agenda Item #:** 21

**Agenda Item:** Agenda Planning Calendar

**Executive Summary:**

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

**Responsible Staff Member:**

**Reviewed and Approved By:**

**Attachments**:

APC - March 10, 2022.pdf

# 2022 Agenda Planning Calendar

Updated 3/10/2022

| | Department | Agenda Item | Agenda Section |
|---|---|---|---|
| **Mar. 29, 9 a.m.** | | Strategic Planning Advance | |
| **April 5, 9 a.m.** | **City Clerk** | Minutes | Consent |
| | | Proclamation - Child Abuse Prevention Month | Procs |
| | | City Employee Recognitions | Emp Rec. |
| | **City Attny** | Cannabis Ordinance Amendments (Second Reading) | Copnsent |
| | **City Manager** | Ordinance -Amendments to Trash Enforcement | NB |
| | **Finance** | Ski Run BID Levy of Assessment for Business License Year 2022/2023 | PH |
| | **Dev Serv** | ABC - Public Convenience and Necessity - Grocery Outlet | PH |
| | | PSA Consulting Services Developing Local Green Building Standard Ord “Reach | NB |
| | | TEFRA Hearing - Sugar Pine Village | PH |
| | | 3708 Lake Tahoe Blvd & 3709 Osgood Avenue Town Homes Tentative Map, File | NB |
| | **Public Works** | Annual Report | NB |
| | | Appropriate Budget & Award Contract for LED Light Retrofit (US Hwy 50) | UB |
| | | Purchase Agreement Property Acquisition Tahoe Valley Stormwater and Greenb | Consent |
| | | Award Contract for Bellamy Parking Garage Access Upgrades and Revenue Cor | NB |
| | | License Agreement CTC Greenbelt Improvement Project | Consent |

# 2022 Agenda Planning Calendar

Updated 3/10/2022

| | | | |
|---|---|---|---|
| | | Grant - SNPLMA Upper Bijo Park Creek | Consent |
| **May 3, 9 a.m.** | **City Attny** | Agreement for Wellness/Injury Prevention Services | NB |
| | **Dev Serv** | Local Housing Revenue feasibility study PSA | NB |
| | | TRPA Development Commodity Distribution Policies | NB |
| | | PLHA Moderate Income Homebuyer Administration PSA | Consent |
| | **Finance** | City Annual Comprehensive Financial Report (ACFR) FY ended 09/30/2021 | Consent |
| | | Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF) | Consent |
| | **Pub Works** | EIP and Regional Project Priority Presentation | NB |
| | | Annual Parcel Tax for County Serice Area #3 | PH |
| **May 17, 5:30 p.m** | **City Manager** | Award RFP Video Production Services | NB |
| | **Pub. Works** | Award FY 2023 Airport Master Plan RFQ | |
| | | PSA Dennis Machida Bike Trail | |
| | | | NB |
| **June 7, 5:30 p.m.** | **City Clerk** | Proclamation Pride Month | |
| | **City Manager** | SW Gas Prestentation Renewable Energy Goals | |
| | **Pub Works** | Rec Center Presentation & Award Phase 1 Contract | |
| | | Hazardous Materials Remediation Campground Store and Outbuildings | |
| **June 21, 5:30 p.n** | **City Attorney** | Cannabis Tax Measure Ballot Measure | |

# 2022 Agenda Planning Calendar

Updated 3/10/2022

| | | | |
|---|---|---|---|
| | **Dev Services** | Housing Element Adoption | |
| | **City Clerk** | Resolution Calling for Consolidated Election/Ballot Measures/Offices | |
| | **Pub Works** | CIP Presentation - Policy Rankings | |
| **Aug. 9, 9 a.m.** | **City Manager** | ARPA Project Round 2 Discussion | |
| | **Finance** | Approval of Bond Financing Docs for the Rec Center Construction Financing | NB |
| | **Dev Services** | "Lease to Locals" Program Incentive | |
| | **Pub Works** | Rec Center Bonds - Position of Statement | |
| **Aug. 23, 9 a.m.** | | **Budget Workshop** | |
| | **Pub Works** | Formal CIP Presentation for Adoption? | |
| **Sept. 6, 9 a.m.** | | | |
| **Sept. 20, 5:30 p.n** | **Pub Works** | Rec Center Award - Phase II | |
| **Oct. 4, 9 a.m.** | | | |
| **Nov. 1, 9 a.m.** | | | |
| **Nov. 15, 5:30 p.m.** | | | |
| **Dec.13, 9 a.m.** | **City Clerk** | Resolution Certification of Election Results | |
| | | City Council Re-Organization | |
| | | Oath of Office | |

# 2022 Agenda Planning Calendar

Updated 3/10/2022

| | |
|---|---|
| | 2023 Meeting Schedule |
| | City Council Assignments to Boards and Commissions Discussion |
| | League - New Mayors and Council Members Attendance |
| | City Employee Recognitions |
| **Unscheduled/Pending** | |
| **City Attorney** | Parking Garage License Agreement with Verizon |
| | Clean Indoor Air Ordinance Amendments (First Reading) |
| **City Attny/PW** | Undergrounding Utilities |
| | Amendments to Small Cell Policy |
| | Liberty Utilities Franchise Agreement |
| **City Clerk** | Records Management Policy (Updated) |
| | Policy - Use of Personal Devices for City Business |
| **City Manager** | Economic Development Strategy |
| | Juvenile Treatment Center Discussion |
| | Potential new City slogan |
| | Customer satisfaction survey(s) |
| **Dev Services** | Inclusionary housing ordinance |

# 2022 Agenda Planning Calendar

Updated 3/10/2022

| | |
|---|---|
| | Plan Area Statement Update for Tourist Accommodation Uses |
| | Tourist Core Area Plan Amendment: 3828 Montreal Rd |
| | RFP for consulting firms for Bijou / Al Tahoe Area Plan and Bijou Parks Master Plan |
| | Plan Area Statement 111 amendment |
| | Single Room Occupancy Program Amendments |
| | Outside Eating Code Review (coverage, seating, parking etc) |
| **Fire** | |
| **Parks & Rec** | Memorandum of Understanding with Al Tahoe Pioneer Cemetery Support Committee |
| | Parks and Recreation – Bijou Golf Course Parking Lot Agreement |
| **Public Works** | **A**ward Engineering and Construction Contract South Hangar Taxi Lane Rehab |
| | Award Contract PD - Community Recource Center Renovations |
| | SEED Solar Photovoltaic Project PPA |
| | Award - James and Eloise Drainage Improvement Project Phase 1 |
| | Airport Deferred Maintenance Plan |
| | Award 5-Year Lease/Concession for Airport Suite # 105 |
| **Recreation** | Bijou Park Master Plan |
| | Bijou Golf Course "Rock the Lake" Event and Review |

# 2022 Agenda Planning Calendar

Updated 3/10/2022