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

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

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

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us02web.zoom.us/j/81029244155
A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us
Providing Public Comment:

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

Remote Participation: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The Webinar ID is: 810 2924 4155. Press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

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

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

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

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

Land Acknowledgement

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

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

Proclamations

1. Proclamation Recognizing September 17-23 as "Constitution Week"
   Requested Action / Suggested Motions: Issue a Proclamation to the Daughters of the American Revolution recognizing September 17-23 as "Constitution Week"
   Responsible Staff Member(s): Susan Blankenship, City Clerk
   Item 1- Executive Summary.pdf
   Proclamation - Recognizing September 17-23 as Constitution Week.pdf

2. Proclamation Recognizing September 2025 as "Suicide Prevention Month and Recovery Month"
   Requested Action / Suggested Motions: Issue a Proclamation to Access Tahoe recognizing September 2025 as "Suicide Prevention Month and Recovery Month"
   Responsible Staff Member(s): Susan Blankenship, City Clerk
   Item 2- Executive Summary.pdf
   Proclamation - Suicide Prevention Month and Recovery Month.pdf

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 per item and six (6) minutes total per speaker.
The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

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

3. South Tahoe Joint Powers Parking Financing Authority and City Council Budget Workshop Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the minutes from the August 12, 2025, South Tahoe Joint Powers Parking Financing Authority meeting and the August 26, 2025, City Council Budget Workshop meeting.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
Item 3- Executive Summary.pdf
08_12_2025_City_Council_Meeting_Minutes.pdf
08 26 2025 City Council Budget Workshop Minutes.pdf

4. Fiscal Year 2024-25 Quarterly Financial Status Report - Quarter Ending June 2025
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member(s): Andrew Black, Financial Services Supervisor
Item 4- Executive Summary.pdf
01-Staff Report - FY 2024-25 Quarterly Budget.docx
02-FY 2024-25 Qtrly Budget Report June 2025.pdf

5. Fiscal Year 2025-2026 Investment Policy and Authority
Requested Action / Suggested Motions: Pass a Resolution delegating investment authority to the City Treasurer and adopting the City Investment Policy for the fiscal year from October 1, 2025 to September 30, 2026
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 5- Executive Summary.pdf
01-Staff Report Investment Policy 2025-2026.docx
02-Resolution - Investment Policy 2025-2026.docx
03-Investment Policy - 2025-2026 (Exh. A to Reso).pdf
04-Investment Policy - 2025-2026 redline.pdf

6. Investment Portfolio Report - June 30, 2025
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 6- Executive Summary.pdf
01-Staff Report Investment Report June 2025.pdf
02-Operations Cash June 2025.pdf
03-Fiscal Agent 06 30 2025.pdf
04-Graph 06 30 2025.pdf
05-Cash June 2025.pdf

7. Agreement with Freemotion Fitness, Inc. for Purchase and Installation of Exercise Equipment for New Multigenerational Recreation and Aquatic Center
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Professional Services Agreement with Freemotion FItness, Inc. in the amount of $120,021.47 for the purchase, delivery and installation of the exercise equipment for the new Multigenerational Recreation and Aquatic Center.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 7- Executive Summary.pdf

01-Staff Report-Freemotion Equipment Purchase for for Rec Center.docx
02-Agreement with Freemotion 8.25.25.docx
03-Freemotion Quote.pdf
04-Agreement-Freemotion-and-CCOG-Master-2021.09.01-Executed.pdf

8. Grant of Temporary Construction Easements to Caltrans
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Easement Agreements granting temporary construction easements to Caltrans for the U.S. Highway 50 Pavement Preservation Project as follows: Parcel No. 029-470-016 for $7,000; Parcel Nos. 027-081-002 -005 -006, and 029-150-012, -008, and -009 for $4,000; and Parcel No. 027-690-001 for $3,500, for a total amount of $14,500 to be paid to the City.
CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15301(c) (Existing Facilities) because it involves the maintenance and minor alteration of an existing public highway involving negligible or no expansion of existing or former use.
Responsible Staff Member(s): John Dickinson, Interim Public Works Director
Item 8- Executive Summary.pdf
01-Staff Report - CalTrans ROW Easements.docx
02-Easement Agreement APN 029-470-016.pdf
03-Easement Agreement APN 027-081-002, -5 & -6 and APN 029-150-012, -8 & -9.pdf
04-Parcel 38861- Right of Way Contract.pdf

9. Maintenance Agreement with Caltrans for City-Owned Traffic Signals
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Maintenance Agreement with Caltrans to maintain the City traffic signals at Pioneer Trail and Ski Run Blvd., Pioneer Trail and Al Tahoe Blvd., and Al Tahoe Blvd. and Johnson Blvd. for a total cost estimated at $3,000 per year.
CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15301(c) (Existing Facilities) because it involves the maintenance and minor alteration of an existing public highway involving negligible or no expansion of existing or former use.
Responsible Staff Member(s): John Dickinson, Interim Public Works Director
Item 9- Executive Summary.pdf
01- Staff Report
02-Agreement with Caltrans to Maintian City Traffic Signal.docx

10. Accept Donation from South Tahoe Parks Foundation & Award Batting Cages Contract for New Multigenerational Recreation and Aquatics Center
Requested Action / Suggested Motions: Pass a Resolution: 1) authorizing and directing the Mayor to accept $30,000 in donations from the South Tahoe Parks Foundation into the New Multigenerational Recreation and Aquatic Center FF&E Account; 2) authorizing and directing the Mayor to execute a Professional Services Agreement with Grand Slam Safety in the amount of $85,844.67 for the purchase, delivery and installation of the batting cages and other equipment; and 3) authorizing the City Manager to execute the two acknowledgement letters.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 10- Executive Summary.pdf
01-Staff Report - Batting Cages Grand Slam Contract 8.18.25.docx
02-Resolution - Donations from the Parks Foundation.docx
03-Agreement with Grand Slam Saftety 8.18.25.docx
04-Purchasing Co-Ops Contract Summary.pdf
05-Grand Slam National Cooperative Purchasing Alliance Document.pdf
06-Donation Acknowledgement Letter- South Tahoe Parks Foundation.docx
07-Donation Acknowledgement Letter- South Tahoe Parks Foundation NBC Sports Tim Wakefield Foundation.docx
08-Donation Approval Form STPF Batting Cages.docx

11. Ratification of Organizational Authorized Agent Appointment for Cal OES Listos CERT Grant

Requested Action / Suggested Motions: Pass a Resolution Ratifying the Appointment of the Director of Parks and Recreation as the Organizational Authorized Agent and Signatory of the City of South Lake Tahoe for the current CalOES Listos Grant Award# LC23 01 7994, for all Subaward Agreements, Amendments, and all applicable Grant Submittals.
Responsible Staff Member(s): John Stark, Director of Parks and Recreation, and Lori Marino, Principal Management Analyst
Item 11- Executive Summary.pdf
01-Staff Report - CalOES Signatory Authority.docx
02-Resolution-CalOES Listos CERT Proof of Authority.docx
03-LC23 01 7994 - SUBAWARD (002).pdf

12. Use of General Fund to Cover Facility Rental Fees for Boo Bash Event
Requested Action / Suggested Motions: Pass a Resolution authorizing the Use of General Fund to cover facility rental fees for Ever After Productions for the rental of the Gym, Aspen, Cedar and Douglas Rooms to produce the Boo Bash event totaling $5,828.
CEQA Determination: This action is exempt under CEQA Guidelines section 15323 (normal operations of facilities for public gatherings).
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 12- Executive Summary.pdf
01-Staff Report - Boo Bash Facility Rental Fees.docx
02-Resolution - Boo Bash Facility Rental Fees.docx

13. Reimbursement Agreement with South Tahoe Public Utility District (STPUD) for Bijou 1 Waterline Replacement Repaving
Requested Action / Suggested Motions: Pass a Resolution 1) authorizing and directing the Mayor to execute a Reimbursement Agreement with STPUD for Bijou 1 waterline replacement repaving; 2) accepting $530,000.00 with 25% contingency of $132,500.00 to reimburse the City for the STPUD utility work; and 3) amending the 2026 Road Rehabilitation Project Budget (301-50005-48030).
Responsible Staff Member(s): Cameron Grant, Engineering Technician
Item 13- Executive Summary.pdf
01-Staff Report - STPUD Reimbursement Agreement.docx
02-Resolution - STPUD Reimbursement Agreement.docx
03- STPUD Reimbursement Agreement.pdf

14. Ordinance Amending South Lake Tahoe City Code to Lower Speed Limits on Sections of Sierra Boulevard (Second Reading)
Requested Action / Suggested Motions: Pass an Ordinance Amending South Lake Tahoe City Code Chapter 4.25 (Motor Vehicles and Traffic), Article IV (Operation of Vehicles), Sections 4.25.160 and 4.25.170 to Modify the Speed Restrictions on Sierra Boulevard.
CEQA Determination: This action is exempt from review under CEQA Guidelines section 15301(c) (Existing Facilities).
Responsible Staff Member(s): John Dickinson, Interim Director of Public Works and Doug Sentell, Administrative Lieutenant
Item 14- Executive Summary.pdf
01-Staff Report Second Reading Speed
02-Ordinance-Speed Limit Reduction Sierra Blvd..docx
03- Attachment 03-R20250724 Sierra Boulevard ETS-Signed.pdf

15. Reimbursement Agreement with Liberty Utilities for Tahoe Keys Blvd.
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a Reimbursement Agreement with Liberty Utilities and accepting $85,905.00 into the Street Overlay Program.
Responsible Staff Member(s): Cameron Grant, Engineering Technician
Item 15- Executive Summary.pdf
01-Staff Report - Liberty Reimbursement Agreement.docx

02-Resolution - Liberty.docx
03-Reimbursment Agreement (Exh. A to Reso).docx

16. Sustainable Transportation Planning Grant Agreement with the California Department of Transportation (Caltrans) for the Stateline Complete Streets Project
Requested Action / Suggested Motions: Pass a Resolution authorizing the Public Works Director, or designee, to execute all Restricted Grant Agreements and any amendment thereto with the California Department of Transportation, and authorizing the Finance Director to appropriate funding once executed.
CEQA Determination: This action is statutorily exempt under CEQA Guidelines section 15262 (Feasibility and Planning Studies) and categorically exempt under section 15305, Class 6 (Information Collection).
Responsible Staff Member(s): Emily Dougherty, Associate Transportation Planner
Item 16- Executive Summary.pdf
01-Staff-Report-STP.docx
02-Resolution - STP Grant Agreement.docx
03-Res 2025-004 Caltrans Sustainable Transportation Grant.pdf
04-STP Grant Application.pdf

17. South Tahoe Parks Foundation Community Tile Fundraiser Donation Acceptance & Sponsorship Approval
Requested Action / Suggested Motions: Pass a Resolution: 1) authorizing and directing the Mayor to accept $34,320 in donations from the South Tahoe Parks Foundation into the New Multigenerational Recreation and Aquatic Center Donations Account; 2) authorizing and directing the Mayor to approve the tile sponsorships; and 3) authorizing the City Manager to execute the acknowledgement letter.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 17- Executive Summary.pdf
01-Staff Report STPF Community Tile Fundraiser Donation Sponsorship.docx
02-Resolution - Donations from the Parks Foundation.docx
03-South Tahoe Parks Foundation Tile Sponsors.pdf
04-Donation Approval Form STPF Tiles.docx
05-Sponshorship Approval Form STPF Community Tiles.docx
06-Donation Acknowledgement Letter South Tahoe Parks Foundation.docx

18. Hazardous Fuels Reduction Agreement with Acres Forestry
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Professional Services Agreement with Acres Forestry in an amount not to exceed $398,909.30 for the City of South Lake Tahoe SNPLMA R18 Hazardous Fuels Reduction Project.
CEQA Determination: This action is exempt from CEQA review under 14 Cal. Code Regs. 1038.3 (Forest Resilience Exemption for harvesting trees to reduce flammable materials in moderate, high, or very high fire hazard severity zones).
Responsible Staff Member(s): Jay Manning, Division Chief
Item 18- Executive Summary.pdf
01-Staff Report - Fuels Reduction.docx
02_Acres_Forestry_Agreement Revised.pdf
03 - Acres Forestry SLT Bid.pdf
04 - Valuation Scoresheet - SNPLMA Fuel Reduction Project.xlsx
05 - SNPLMA Map Package 2025.pdf

19. Agreement with Lake Tahoe Unified School District to Provide School Resource Officer
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Memorandum of Agreement with the Lake Tahoe Unified School District (LTUSD) regarding the operation of the School Resource Officer (SRO) for the 2025-2026 School Year and approve budget for reimbursement from LTUSD to the City in the amount up to $82,484.00.

Responsible Staff Member(s): Lieutenant Russell Liles
Item 19- Executive Summary.pdf
01-Staff Report-School Resource Officer Agreement.docx
02-Resolution - School Resource Officer Agreement with LTUSD.docx
03-School Resource Officer Agreement (Exh. A to Reso)

20. Ratification of Subcontractor Addition for the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 2
Requested Action / Suggested Motions: Pass a Motion ratifying the addition of a concrete subcontractor (Morgan Concrete) to the construction contract with Herback General Engineering for Phase 2 of the Tahoe Valley Stormwater and Greenbelt Improvement Project, pursuant to Public Contract Code section 4109 and the written finding of public necessity in the staff report.
CEQA Determination: The Planning Commission adopted a Mitigated Negative Declaration for the Project on May 9, 2019, SCH# 20190292152. Addendum No. 1 adding the basin and associated improvements at the corner of 4th Street and Barton Avenue was adopted by the Planning Commission on February 20, 2025. This action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Brianna Greenlaw, Associate Civil Engineer
Item 20- Executive Summary.pdf
01-Staff Report-Subcontractor Addition.docx
02-Subcontractor Addition Request

21. Amendment No. 8 to Agreement with Jordan Knighton Architecture Engineering for Architectural and Engineering Services for the Multigenerational Recreation and Aquatics Center
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 8 to the Professional Services Agreement with Jordan Knighton Architecture Engineering for an additional $50,000.00 to cover design changes requested by the City for a total not-to-exceed amount of $5,110,303.00, and extending the term until October 2026.
CEQA Determination: On January 18, 2022, the City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file No. 2021120206) and filed the Notice of Determination filed with the El Dorado County Clerk on January 19, 2022. This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines 15162.
Responsible Staff Member(s): Ricky Riddle, Construction Manager/Facilities Program Manager
Item 21- Executive Summary.pdf
01-Staff_Report-Amendment_No._8_to_Agreement_with_JK_Architecture.docx
02-Amendment 8 to Agreement with JKAE.pdf
03-C-084-2020 Original PSA.pdf
04-C-010-2021 Amendment-1.pdf
05-C-108-2021 Amendment2-4.pdf
06-C-106-2022 Amendment-5.pdf
07-C-031-2023 Jordan Knighton Amendment-6.pdf
08-C-312-2024 JKAE Amendment 7.pdf

<u>Regular-Unfinished Business</u>

22. Update on Vacation Home Rental Permitting
Requested Action / Suggested Motions: Receive report and either: (1) Pass a Motion directing staff to bring back an ordinance at a future meeting to amend Ordinance No. 2025-1200 to make one or more of the following changes: (a) subject non-residential areas to the same rules as the Tourist Core Area Plan; (b) modify buffer requirements in residential areas; and/or (c) modify restrictions regarding condominiums; or (2) take no action.
Responsible Staff Member(s): Heather Stroud, City Attorney Joseph Irvin, City Manager
Item 22- Executive Summary.pdf

01 - Staff Report - VHR Update.docx
02- Ordinance_2025-1200_VHR_Amendments_-_signed.docx

23. Cannabis Revenues Grant Program Award Recommendations for 2025
Requested Action / Suggested Motions: Pass a Resolution appropriating an additional allocation of $46,415 of Cannabis Program Revenue toward the 2025 Cannabis Revenue Grant Program for a total amount of $446,415 and approving the grant awards list of projects recommended by the grant application review committee.
Responsible Staff Member(s): Sara Letton, Sustainability Coordinator
Item 23- Executive Summary.pdf
01 - Staff Report Cannabis Revenues Grant Awards 2025.docx
02 - Resolution - Cannabis Grant Budget Allocation.docx
03 - Attachment 1 to Resolution-Grant Award List.docx
04 - Res 2025-031 2025 Cannabis Grant Program Process and Guidelines.pdf

Regular-New Business

24. Cannabis Tax Rate Discussion
Requested Action / Suggested Motions: Pass a Motion to either: 1) Direct staff to bring back a resolution reducing Cannabis Business and Professions Tax rate and if so, by how much, and/or to reduce or eliminate Public Safety Mitigation Fee; or 2) Take no action in regard to Cannabis Business and Professions Tax rate and other fees.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance, Joseph Irvin, City Manager, and Heather Stroud, City Attorney
Item 24- Executive Summary.pdf
01-Staff Report - Cannabis Tax Rate Discussion.docx
02-Attachment A Letter to City Council- lowering local cannabis tax.pdf
03-Attachment B - Cannabis Tax Rates Chart 2025.docx

25. Grant Applications to Tahoe Regional Planning Agency for Tahoe Metropolitan Planning Organization (TMPO) 2025 Regional Grant Program for Complete Streets Projects
Requested Action / Suggested Motions: Pass a Resolution authorizing the Public Works Director, or designee, to submit grant application(s) to the TMPO for federal fiscal years 2027 and 2028 for one or both of the following: (1) Stateline Complete Streets Project Design, Engineering, and Environmental Review ($2,700,000 grant requested with $309,690 local match); and/or (2) Johnson Boulevard Complete Streets Project Design, Engineering, and Environmental Review ($2,400,000 grant requested with $275,280 local match).
CEQA Determination: This action is statutorily exempt under CEQA Guidelines section 15262 (Feasibility and Planning Studies) and categorically exempt under Section 15306, Class 6 (Information Collection).
Responsible Staff Member(s): Emily Dougherty, Associate Transportation Planner, and John Dickinson, Interim Public Works Director
Item 25- Executive Summary.pdf
01_SR_Authorization to Apply to RGP.docx
02- Resolution.docx
03_PPT Authorization to Apply to RGP.pptx
04-2025 July Letter to City Council re Greenway UTR Bridge Johnson Mdw-final.pdf
05- TTD Letter

26. Mid-Town Area Plan Policy Review and Design Standards Discussion
Requested Action / Suggested Motions: Pass a Motion providing direction to staff on the contents of the draft Mid-Town Area Plan on the following topics: (1) increasing maximum density of residential development; (2) increasing height limit to 56 feet; (3) modifying parking requirements and establishing exceptions to minimum parking requirements; (4) confirming priorities, design standards, and changes to the permissible land use list for the six proposed districts; and (5)

confirming the proposed implementation strategies.
Responsible Staff Member(s): Anna Kashuba, Senior Planner
Item 26- Executive Summary.pdf
01 - Staff Report - Mid-Town Area Plan.docx
02 - Mid-Town Area Plan Boundary.pdf
03 - Outreach Summary and Appendices.pdf
04 - Mid-Town Policy Direction.docx
05 - Mid-Town Districts Summary.pdf
06 - Implementation Strategies.docx
07-Mid-Town Powerpoint CC.pptx

27. Grow and Diversify the Economy- Strategic Plan Priority Update
Requested Action / Suggested Motions: Pass a Motion directing staff to continue business outreach efforts, initiate the General Plan Economic Development Update process, continue efforts to reduce regulatory barriers to business investment, develop industry social media campaigns, and explore options to fund a facade/property improvement grant program and/or pre-development loan program.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 27- Executive Summary.pdf
01-Staff Report
02- General Plan Economic Development Element
03-Economic Development Presentation

28. Policy Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Development Commodities Owned by the City of South Lake Tahoe
Requested Action / Suggested Motions: Pass a Resolution amending the policy regarding disposition of Tahoe Regional Planning Agency (TRPA) development commodities owned by the City of South Lake Tahoe to modify disposition to commercial/industrial projects.
Responsible Staff Member(s): John Hitchcock, Planning Manager
Item 28- Executive Summary.pdf
01-Staff Report - Development Rights.docx
02-Res 2023-051 TRPA Development Commodities.pdf
03-Resolution-Disposition of Development Rights (Red Line).pdf
04-Resolution-Disposition of Development Rights.docx

29. Emergency Shelter and Warm Room Discussion
Requested Action / Suggested Motions: Either: 1) Pass a Motion directing staff to pursue establishment of an emergency shelter in partnership with local and regional stakeholders; or 2) Receive report and take no further action at this time.
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 29- Executive Summary.pdf
01- Staff Report - Warm Room Discussion.docx
02 - Housing First - Fact Sheet.pdf

30. Pay for Success Contract with Tahoe Coalition for the Homeless
Requested Action / Suggested Motions: 1) Pass a Motion authorizing and directing the Mayor to execute Pay for Success Agreement with Tahoe Coalition for the Homeless in an amount not to exceed $40,000; and 2) Pass a Resolution Authorizing $40,000 Budget Appropriations from General Fund Undesignated Excess Reserves for the agreement.
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 30- Executive Summary.pdf
01_-_Staff_Report_P4S_LVF_TCH_Agreement (1).docx
02 - TCH Pay for Success Contract.pdf
03 - Resolution P4S Budget Appropriation.docx

31. Extension of City Manager Employment Agreement
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Amended and Restated City Manager Employment Agreement with Joseph D. Irvin, extending the term of his employment for an additional six years, until April 14, 2032.
Responsible Staff Member(s): Heather Stroud, City Attorney
Item 31- Executive Summary.pdf
Staff Report - City Manager Contract Extension.docx
02 - Resolution - City Manager Contract Extension.docx
03 - Amended and Restated City Manager Employment Agreement (Exh. A to Reso).docx
04 - Redline Showing Changes to Employment Agreement.pdf

32. League of California Cities Annual Conference Voting Delegate and Alternate
Requested Action / Suggested Motions: Pass a Motion selecting a Voting Delegate and an Alternate for the League of California Cities Annual Conference General Assembly.
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 32- Executive Summary.pdf
01-Staff Report - League Conference Voting Delegate Appointment.docx
02-2025 Voting Delegate Information Packet.pdf

Agenda Planning Calendar

33. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joseph Irvin, City Manager, and Susan Blankenship, City Clerk
Item 33- Executive Summary.pdf
APC - 09 04 2025.pdf

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

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

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday September 9, 2025, City Council meeting was posted and available for review on Thursday, September 4, 2025, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City's website at https://www.cityofslt.us.
Signed September 4, 2025

\\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 1

Agenda Item: Proclamation Recognizing September 17-23 as "Constitution Week"

Requested Action / Suggested Motions: Issue a Proclamation to the Daughters of the American Revolution recognizing September 17-23 as "Constitution Week"

Responsible Staff Member: Susan Blankenship, City Clerk

Attachments:

Proclamation - Recognizing September 17-23 as Constitution Week.pdf

City of South Lake Tahoe
Proclamation
Recognizing September 17-23 as
"Constitution Week"

Whereas, The Constitution of the United State of America, the guardian of our liberties, embodies the principles of limited government in a republic dedicated to rule by law; and

Whereas, September 17, 2025, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

Now, therefore, The City Council of the City of South Lake Tahoe, does hereby proclaim the week of September 17 through 23 as "Constitution Week" and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787, by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

_____
Tamara Wallace, Mayor

_____
Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 2

Agenda Item: Proclamation Recognizing September 2025 as "Suicide Prevention Month and Recovery Month"

Requested Action / Suggested Motions: Issue a Proclamation to Access Tahoe recognizing September 2025 as "Suicide Prevention Month and Recovery Month"

Responsible Staff Member: Susan Blankenship, City Clerk

Attachments:

Proclamation - Suicide Prevention Month and Recovery Month.pdf

City of South Lake Tahoe
Proclamation
Recognizing September 2025 as
"Suicide Prevention Month and Recovery Month"

Whereas, the health and well-being of the citizens of South Lake Tahoe are of utmost importance to the prosperity and quality of life in our community; and

Whereas, suicide and other deaths of despair, which include deaths related to drug and alcohol abuse, are major public health issues that impact people of all ages, genders, and backgrounds, with devastating effects on families, friends, and entire communities; and

Whereas, according to the Centers for Disease Control and Prevention (CDC), suicide is the 10th leading cause of death in the United States, underscoring the critical need for comprehensive mental health care and proactive intervention; and

Whereas, the observance of Suicide Prevention Month in September provides an opportunity to raise awareness, educate the public about suicide prevention, and promote mental health resources that can save lives; and

Whereas, recovery from mental health and substance use disorders is possible with the appropriate support and treatment, helping individuals lead fulfilling and productive lives; and

Whereas, Recovery Month is celebrated nationally in September to increase awareness and understanding of mental health and substance use disorders, and to celebrate those who have embarked on the journey of recovery; and

Whereas, the City of South Lake Tahoe is committed to supporting initiatives that promote mental health, prevent suicide, and provide recovery resources to those in need; and

Whereas, through collaborative efforts with healthcare providers, educators, community organizations, and concerned citizens, we can work together to foster a culture of understanding, compassion, and resilience.

Now, therefore, the City Council of the City of South Lake Tahoe does hereby proclaim September 2025 as "Suicide Prevention Month and Recovery Month" in South Lake Tahoe and encourage all citizens to take steps to increase awareness and to extend compassion and support to those affected by mental health and substance use disorders.

_____ _____

Tamara Wallace, Mayor Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 3

Agenda Item: South Tahoe Joint Powers Parking Financing Authority and City Council Budget Workshop Meeting Minutes

Requested Action / Suggested Motions: Pass a Motion approving the minutes from the August 12, 2025, South Tahoe Joint Powers Parking Financing Authority meeting and the August 26, 2025, City Council Budget Workshop meeting.

Responsible Staff Member: Michelle Davis, Assistant City Clerk

Attachments:

08_12_2025_City_Council_Meeting_Minutes.pdf
08 26 2025 City Council Budget Workshop Minutes.pdf

City of South Lake Tahoe
City Council and South Tahoe Joint Powers
Parking Financing Authority Meeting Minutes
Tuesday, August 12, 2025 at 9:00 a.m.
City Hall - Council Chambers – 1901 Lisa Maloff Way, South Lake Tahoe

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

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

Call to Order/Pledge of Allegiance
Mayor Pro Tem Bass called the meeting to order at 9:19 a.m., then led the pledge of allegiance.

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

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

Closed Session Reports

1. **Conference with Legal Counsel – Anticipated Litigation, Initiation of Litigation under Gov. Code section 54956.9(d)(4) (one case).**
   Action: Council moved to initiate the litigation in a vote of 3-1 with Councilmember Jinkens voting No.

2. **Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1) Case: *Herlinda Beltran v. City of South Lake Tahoe*, Workers' Compensation Appeals Board Case Nos. ADJ17894958 and ADJ12468995**
   Action: No reportable action.

3. **Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1) *Kyle Printz v. City of South Lake Tahoe*, Workers' Compensation Appeals Board Case Nos. ADJ16686341 and ADJ18748809.**
   Action: No reportable action.

4. **Closed Session Report from March 18, 2025**
   Conference with Legal Counsel – Existing Litigation - Government Code section 54956.9(d)(1) Case: Willian Araujo, et al. v. City of South Lake Tahoe, et al., El Dorado County Superior Court Case No. 22CV0761
   Action: case arouse out of a Police Department pursuit of a stolen vehicle resulting in an accident causing injuries to the plaintiffs. The parties have settled this case in a fully executed settlement agreement as of July 30, 2025. The terms of the settlement agreement are that the plaintiffs will dismiss the case with full prejudice in exchange for a total payment of $2,000,000; one million per plaintiff. This amount is covered by the City's risk pool insurance through Secura.

Public Communications

Public Comment was heard from the following people:

1. Ed Mosur- South Tahoe Refuse waste bin policies, lightning along Hwy 50
2. Scott Bye, Bear League- Code enforcement program
3. Kathi Zollinger, Bear League- Code enforcement program
4. Dennis Cobb- Need for "Do not Feed Geese" signs at Pope Beach, e-bike enforcement and speeed signs on bike trails, lake pollution
5. Brad Adams- Request for the City to review VHR 150 foot buffer requirements
6. Melissa Soderston- Bear policies within City limits
7. Caleb Fry- Request for the City to review VHR 150 foot buffer requirements
8. Colleen Bye- Bear policies within City limits, issuance of permits to general public

City Commission Reports

None.

Consent Agenda

Action: Moved/Seconded: Jinkens/Robbins
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed the consent agenda with noted correction to Item 1.

1. **Regular City Council Meeting Minutes**
   Action: Passed **Motion 2025-061** approving the minutes from the June 17, 2025, City Council meeting.
   Note: Councilmember Jinkens made a correction to the minutes on page 5 under Councilmember Reports, Councilmember Jinkens item 2 name should be "Candace Williams".

2. **Bijou Park Connector Multi-Use Trail Project: Award Construction Contract to The Design Build Inc.**
   and Amend Professional Services Agreement with Eastern Sierra Engineering to Add Construction Support Services
   Action: Passed **Motion 2025-062** authorizing and directing the Mayor Pro Tem to: (1) execute an Agreement with The Design Build Inc. **(C-161-2025)** in the amount of $733,786.00, with an additional 10% contingency of $ 73,378.60, for a total not-to-exceed project amount of $807,164.60 to build approximately 0.6 miles of Class I bicycle and pedestrian trail within Bijou Community Park; and (2) execute Second Amendment to Professional Services Agreement with Eastern Sierra Engineering **(C-162-2025)** in the amount $19,470.00, for a total contract amount not exceed $396,022.00

3. **Correction of Assessor Parcel Numbers for Grant of Permanent Easement to Liberty Utilities for Underground and Above Ground Utility Facilities at Harrison Avenue Parking Lot**
   Action: Passed **Resolution 2025-057** Granting a Permanent Utility Easement to Liberty Utilities for the purpose of expanding infrastructure to service 12 Electric Vehicle Charging Stations at APNs 026-113-007, -008, -009, -010, and -011, all City-owned parcels

4. **Grant Funding Acceptance from the California Office of Traffic Safety**
   Action: Passed **Resolution 2025-058** authorizing and directing the Mayor Pro Tem to execute agreement, budget, and reimbursement of grant award by California Office of Traffic Safety **(C-163-2025)** in amount up to $45,000.00 to facilitate extra enforcement for traffic-related issues for Federal fiscal year 2025/2026, effective October 1, 2025, and ending September 30, 2026.

5. **Public Works Department Annual Report 2024**
   Action: Receive and File.

6. **Award Furniture, Fixtures & Equipment Contract for New Multigenerational Recreation and Aquatic Center**
Action: Passed **Motion 2025-063** authorizing the Mayor Pro Tem to execute the Professional Services Agreement with Meteor Education **(C-164-2025)** in the amount of $237,875.80 for the purchase, delivery, storage and installation of the furniture, fixtures and equipment for the new Multigenerational Recreation and Aquatic Center.

7. **Approval of a 3-Year Agreement with Arctic Wolf for Cybersecurity Services**
Action: Passed **Motion 2025-064** to authorize and direct the Mayor Pro Tem to execute a 3-year agreement with Arctic Wolf **(C-165-2025)** to provide cyberthreat detection and response services for a total cost of $113,538.00, paid in yearly installments.

8. **Updating the Electric Vehicle Charging Rate for Public Chargers to Eliminate Grace Period**
Action: 1) Acting as the City Council, Passed **Resolution 2025-059** adopting the updated electric vehicle charging rate structure for City-owned publicly available electric vehicle chargers; and (2) Acting as the South Tahoe Joint Powers Parking Financing Authority, Passed **Resolution 2025-002** updating the electric vehicle charging rate structure for public chargers at the Parking Garage.

9. **Reimbursement Agreement with South Tahoe Public Utility District for the Rockwood to Blackwood Drainage Improvements Project**
Action: Passed **Resolution 2025-060** authorizing and directing the Mayor Pro Tem to execute the South Tahoe Public Utility District reimbursement agreement **(C-166-2025)** in an amount up to $59,728.75; and authorizing the Director of Finance to amend Fiscal Year 2024-2025 budget, and to invoice the District for an overall not to exceed amount of $59,728.75.

10. **Reimbursement Agreements with South Tahoe Public Utility District for the Tahoe Valley Stormwater and Greenbelt Improvement Project**
Action: Passed **Resolution 2025-061** authorizing and directing the Mayor Pro Tem to execute the South Tahoe Public Utility District reimbursement agreements **(C-167-2025, C-168-2025)** in amounts up to $326,561.25 for the Phase 1 Project and up to $112,862.50 for the Phase 2 Project; and authorizing the Director of Finance to amend Fiscal Year 2024-2025 budget, and to invoice the District for an overall not to exceed amount of $439,423.75.

11. **Financial Policy Amendments Regarding Procurement, Grant Funding and Compliance, Preserving Capital Investments, Unclaimed Check, and New Financial Policy - Fraud Waste and Abuse**
Action: Passed **Resolution 2025-062** amending financial policies regarding Procurement, Grant Funding and Compliance, Preserving Capital Investments, Unclaimed Check, and adopting New Financial Policy - Fraud Waste and Abuse.

12. **Amendment No.1 to Agreement with Black Eagle Consulting for 2025 Construction Season Material Testing**
Action: Passed **Motion 2025-065** authorizing and directing the Mayor Pro Tem to execute Amendment No.1 to Agreement with Black Eagle Consulting **(C-169-2025)** for an Additional $150,000 for the 2025 Construction Season Material Testing, for a total amount not to exceed $355,000.

13. **Ratification of Contract Amendment with Patrick Clark Consulting for Labor Relations Support**
Action: Passed **Motion 2025-066** ratifying a contract amendment with Patrick Clark Consulting **(C-170-2025)** for Labor Relations Support for additional compensation of $13,000, and a total amount not to exceed $63,000.

Regular-Unfinished Business

14. Lease to Locals Program Update

Action: Moved/Seconded: Robbins/Roberts
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed **Motion 2025-067** to Terminate the Professional Services Agreement with Placemate in 30 days, bring Program management in-house, and change the name to Long-Term Rental Incentive Program; and to direct staff to reach out to regional government partners and regional businesses to gauge interest in and request participation in funding of the Long-Term Rental Incentive Program.
Public Comment was heard from the following people:

1. Ed Mosur
2. David Gregorich

Regular- New Business

15. Citizen Appointment to the Building and Housing Board of Appeals

Action: Moved/Seconded: Robbins/Roberts
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed **Motion 2025-068** appointing Dan May to the Building and Housing Board of Appeals.
Public Comment was heard from the following person:

1. Dan May

16. Ordinance Amending South Lake Tahoe City Code to Lower Speed Limits on Sections of Sierra Boulevard (First Reading)

Action: Moved/Seconded: Robbins/Jinkens
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed **Motion 2025-069** to hold a first reading (by the title only) of an Ordinance Amending South Lake Tahoe City Code Chapter 4.25 (Motor Vehicles and Traffic), Article IV (Operation of Vehicles), Sections 4.25.160 and 4.25.170 to Modify the Speed Restrictions on Sierra Boulevard, and refer to second reading and adoption to the meeting on September 9, 2025.
Public Comment was heard from the following person:

1. Melissa Soderston

17. Delegation of City Engineer and City Traffic Engineer and Agreement with Lefrancois Engineering for On-Call Engineering and Traffic Engineering Services

Action: Moved/Seconded: Jinkens/Roberts
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed **Resolution 2025-063** 1) Authorizing and directing the Mayor Pro Tem to execute Professional Services Agreement with Lefrancois Engineering for an amount not to exceed $300,000; 2) Appropriating $300,000 from General Fund Undesignated Excess Reserves into account 100- 03210-42025; 3) Delegating to Michael Lefrancois, P.E., an employee of Lefrancois Engineering, the authority to act as City Engineer; 4) Delegating to Bill Suen, P.E. (Traffic) an employee of LSC Transportation Consultants, Inc., a subconsultant to Lefrancois Engineering, the authority to act as City Traffic Engineer.

Agenda Planning Calendar

18. Agenda Planning Calendar

Action: Councilmembers Roberts- Requested a discussion item on bear enforcement options in the City (Jinkens seconded).
Action: Councilmember Roberts- Requested a discussion item on potential speed bumps on bike trails (Bass seconded).
Action: Mayor Pro Tem Bass- Requested a discussion item re-evaluating Sign Ordinance (Jinkens seconded).
Action: Mayor Pro Tem Bass- Requested an update on discussions with Heavenly Resort on annexation and parking (Jinkens seconded).
Action: Councilmember Robbins- Requested the City manager to work with the Tahoe Regional Planning Agency to schedule a presentation on mitigation fees (Bass seconded).
Action: Councilmember Robbins- Requested the City Manager to work with the Tahoe Regional Planning Agency to present housing policy changes (Jinkens seconded).

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

City Clerk Blankenship

1. Proclamation request from Peace Love Tahoe for September as "Suicide Prevention Month and Recovery Month"
2. Proclamation request from Daughters of the American Revolution for "Constitution Week"

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

Councilmember Robbins

1. Attended Tahoe Transportation District Special Meeting

Councilmember Jinkens

1. Attended Tahoe Gold Foundation Fundraiser
2. Commended Elected City Treasurer David Olivo

Mayor Pro Tem Bass

1. Attended Tahoe Regional Planning Agency Meeting

Adjournment

Mayor Pro Tem Bass adjourned the meeting at 11:37 p.m.

Date:_____

_____
Tamara Wallace, Mayor

Attest:_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe
City Council Budget Workshop
Meeting Minutes
Tuesday, August 26, 2025 at 9:00 a.m.
City Hall - Council Chambers – 1901 Lisa Maloff Way, South Lake Tahoe

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

Call to Order/Pledge of Allegiance
Mayor Wallace called the meeting to order at 9:03 a.m., and then led the pledge of allegiance.

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

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

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

Closed Session Report of August 26, 2025

1. **Conference with Labor Negotiator - Government Code section 54957.6(a) Designated representative: Heather Stroud, City Attorney. Unrepresented employee: City Manager.**
   Action: No reportable action.

2. **Closed Session Update from the August 12, 2025 Meeting**
   Conference with Legal Counsel – Anticipated Litigation, Initiation of Litigation under Gov. Code section 54956.9(d)(4) (one case).
   Action: Council voted to initiate litigation in a 3-1 vote with Councilmember Jinkens voting "No" and Mayor Wallace being absent. The case is to join with the City of Fresno and other local governments to challenge federal grant conditions. The case's name is *City of Fresno et al. v. Scott Turner et a*l. It is filed in the Northern District of California. The case number is 3:25-cv-07070-RS. It was filed on August 20, 2025.

Public Communications

1. Duane Wllace, South Tahoe Chamber of Commerce- South Lake Tahoe as a marriage capitol, bear protection
2. Chad Hayes- Heavenley negotiations
3. Toogee Sielsch- CA Department of Fish and Wildlife handling of bear incidents
4. Melissa Soderston- Protection of bears
5. Angie Regean- Need "Community for All" to be in the City's Strategic Plan

Public Hearing

1. **Local Public Employees: Vacant Positions (Assembly Bill 2561)**
   Action: Moved/Seconded: Roberts/Bass
   Yes: Wallace, Bass, Robbins, Jinkens, Roberts
   Action: Held a public hearing and passed **Motion 2025-070** accepting the City's AB 2561 "Vacant Positions" report.

Regular- New Business

2. **South Tahoe Transit Joint Powers Authority Update**
   Action: Moved/Seconded: Jinkens/Bass
   Yes: Wallace, Bass, Robbins, Jinkens, Roberts
   Action: Passed **Motion 2025-071** requesting a contribution of $150,000 towards the South Tahoe Transit Joint Powers Authority to be included in the budget.
   Public Comment was heard from the following people:
   1. Jim Marino- Tahoe Transportation District Director
   2. Andy Chapman, Tahoe Transportation District Chair
   3. Duane Wallace, South Tahoe Chamber of Commerce

3. **Fiscal Year 2025-2026 Recommended Budget**
   Action: Moved/Seconded: Jinkens/Roberts
   Yes: Wallace, Bass, Robbins, Jinkens, Roberts
   Action: Passed **Resolution 2025-064** Approving FY 2025-2026 Municipal Operating and Capital Improvement Program Budget; and Passed **Resolution 2025-065** Approving FY 2025-2026 List of Allocated Permanent Positions, including new, eliminated, and reclassified positions.
   Note: The Director of Finance clarified that the $150,000 contribution towards the South Tahoe Transit JPA will come back to Council as a future budget appropriation**.**
   Note: City Council provided consensus for the City Manager to join the National League of Cities.
   Public Comment was heard from the following person:
   1. Stacey Ballard

Agenda Planning Calendar

4. **Agenda Planning Calendar Action:**
   Received and Filed.

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

None.

Councilmember Reports and Comments

Councilmember Jinkens

1. Request for a discussion item on performance bonds as a condition of demolition" (Wallace seconded).

Mayor Pro Tem Bass

1. Upcoming Tahoe Regional Planning Agency meeting
2. Last Live at Lakeview concert Thursday

Councilmember Roberts

1. Reported conversations with the City Manager, Tourism Improvement District, and the Lake Tahoe Visitor's Authority regarding room nights.

Adjournment
Mayor Wallace adjourned the Meeting at 3:30 p.m.

Date:_____

_____
Tamara Wallace, Mayor

Attest:_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 4

Agenda Item: Fiscal Year 2024-25 Quarterly Financial Status Report - Quarter Ending June 2025

Executive Summary: In accordance with the City's Financial Policies, the Finance Department submits reports to City Council on a periodic basis to provide assurance of budget compliance and for informational and comparative purposes. Attachment 2, â€œFY 2024/25 Quarterly Budget and Financial Status Report for Period Ending June 30, 2025â€ summarizes operating revenues and operating expenditures (unaudited figures) for the General Fund and Measure S Sales Tax Fund for the year-to-date providing an analysis of any significant budget variances.

Requested Action / Suggested Motions: Receive and file.

Responsible Staff Member: Andrew Black, Financial Services Supervisor

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

Attachments:

01-Staff Report - FY 2024-25 Quarterly Budget.docx
02-FY 2024-25 Qtrly Budget Report June 2025.pdf

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

Meeting Date: September 9, 2025

Title: Fiscal Year 2024/25 Quarter End Financial Status Report as of June 2025

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance, (530) 542-7431; Andrew Black, Financial Services Supervisor, (530) 542-6016

Background: The Finance Department submits quarterly reports to City Council to provide assurance of budget compliance and for informational and comparative purposes throughout the year. Attachment 2, "FY *2024/25 Quarterly Budget and Financial Status Report for Period Ending June 30, 2025"* is an unaudited snapshot of year-to-date actual revenues and expenditures for the General Fund for that period.

Issue and Discussion: At the end of June 2025 with 75% of the year complete, primary General Fund actual revenues were at 66.4% of the amended budget, while expenditures were at 59.4% of appropriations. All departmental expenditures were below the total 75.0% threshold allocated to the first three quarters of the fiscal year. Measure S Sales Tax revenue, accounted for in a separate general fund, amounted to approximately 54.5% of the adopted budget, while the scheduled transfers used up 49.5% of the total expenditures budget. See Attachment 2 for further analysis.

Financial Implications: As of June 30, 2025, or after the first nine months of the fiscal year, actual General Fund expenditures exceeded revenues by $346K. Compared to the same period last year, overall revenues have increased by approximately 1.9%, or $777K, primarily due to strong performance in Property Tax, Transient Occupancy Tax (TOT), including TOT receipts from the Project Area, and Sales Tax, including Measure Q. These three revenue sources collectively increased by $1.4 million. While there were additional increases in other revenue categories, such as Motor Vehicle License Fees, Business License Tax, and Interest Revenue, those increases were offset by decreases in departmental revenues, including parking citation fines, one-time grants and insurance reimbursements, as well as the timing of transfers in from other funds.

Expenditures increased by 5.2%, or $2.0 million, compared the same period last fiscal year. Departmental expenditures, excluding Miscellaneous General Fund, increased by approximately $3.1 million, largely due to citywide increases in personnel costs, including a reduction in position vacancies. This increase was partially offset by a $1.1 million reduction in the Miscellaneous General Fund category, primarily due to decreased transfers out to other funds.

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

Policy Implications: Consistent with City's Financial Policies.

CITY OF SOUTH LAKE TAHOE
2024-25 QUARTERLY FINANCIAL REPORT
3RD QUARTER ENDING JUNE 30, 2025

This report summarizes the financial position for the City's primary General Fund and the Measure S Sales Tax general fund for Fiscal Year 2024-25, displaying expenditures at the department or program level and revenues by type. It compares actual revenues and expenditures received through June 2025 to the total budget.

Primary General Fund Financial Condition

As of June 30, with 75% of the fiscal year complete, General Fund revenues are at 66.4% of projections and expenditures are at 59.4% of appropriations.

Revenues. The top three revenues, Property Tax, City Transient Occupancy Tax (TOT), and Sales Tax, generated 55.2% of the $41.3 million in General Fund revenue collected through June 30.

Revenues by Type	Total Budget as of June 30	Actuals through June 30	As % of Budget
Property Tax	$ 11,925,000	$ 11,418,498	95.8%
Transient Occupancy Tax - City	10,762,562	5,461,521	50.7%
Transient Occupancy Tax - Project Area	7,550,000	4,502,192	59.6%
Sales Tax	7,264,000	3,840,025	52.9%
Measure Q	3,900,000	2,118,714	54.3%
Motor Vehicle License Fees (MVLF)	2,933,780	3,108,752	106.0%
Franchise Fees	2,150,000	1,472,319	68.5%
Business License Tax	2,215,000	1,352,855	61.1%
Finance - Other Revenues	3,215,735	2,492,291	77.5%
General Government	298,126	3,383	1.1%
Police	3,115,046	1,715,190	55.1%
Fire	2,833,005	377,247	13.3%
Public Works	849,534	590,504	69.5%
Development Services	1,975,700	2,099,034	106.2%
Parks and Recreation	1,127,400	686,014	60.8%
Transfers In	117,000	77,000	65.8%
Miscellaneous General Fund	46,626	23,332	50.0%
REVENUES TOTAL	$ 62,278,514	$ 41,338,871	66.4%

Property Tax and Motor Vehicle License Fees (MVLF) received through June 30, 2025, reflect two major installments for the current year. Their strong performance compared to the same period last year (with an increase of 2.9% and 4.7%, respectively) has resulted in these revenues nearing or exceeding their annual budget allocations.

TOT receipts, including TOT from the Project area, increased by $889K, or 9.8%. Sales Tax and Measure Q revenue combined was 3.4% or $198K higher than for the same period last fiscal year.

Increases in other revenue sources, such as interest revenue ($320K), Motor Vehicle License Fees ($140K), Business License Tax ($76K), and Franchise Fees ($51K), have significantly contributed to the overall revenue growth of $777K in comparison to the first three quarters of the previous year. These increases were offset by decreases in Departmental revenue, primarily due to one-time grants and reimbursements received in FY 2023/24 and decreased transfers in from other funds. Fire revenue, which is currently at 13.3% of total budget to date, will increase substantially at year-end due to an outstanding transfer-in from the Measure S Sales Tax fund for seven firefighters.

Expenditures by Department	Total Budget as of June 30	Actuals through June 30	As % of Budget
General Government	$ 7,530,000	$ 3,324,565	44.2%
Finance	3,456,840	2,397,030	69.3%
Miscellaneous General Fund	16,733,748	10,746,169	64.2%
Police	16,575,473	9,964,155	60.1%
Fire	12,569,362	6,991,560	55.6%
Public Works	6,092,084	3,655,885	60.0%
Development Services	2,052,162	1,332,897	65.0%
Parks and Recreation	5,178,114	3,272,790	63.2%
EXPENDITURES TOTAL	$ 70,187,783	$ 41,685,051	59.4%

Expenditures. Total General Fund expenditures through June 30 were $41.7 million. Of this amount, $25.2 million (60.4%), was allocated to personnel costs, covering 19 payroll periods which represents 73.1% of the total payroll periods for the year. Out of the remaining $16.5 million (39.6%), $9.0 million is attributed to transfers-out, $2.9 million to professional, technical, and other contract services, $1.9 million to miscellaneous general expense (e.g,

taxes, fees, travel, training, communications), $0.9 million to purchases of tools, parts, software, machinery and equipment, and the remaining $1.8 million to utilities, general supplies, and other miscellaneous expense.

Expenditures increased by 5.2% ($2.0 million) compared to the same period last fiscal year. Personnel costs increased by 11.9% ($2.7 million), primarily due to Cost of Living Adjustments (COLAs) and Year 2 equity increases for eligible job classifications, as specified in the Memoranda of Understanding (MOUs) for the City's six bargaining units and the Compensation and Benefits package for unrepresented employees. Lower vacancy levels and the addition of several new positions over the past year also contributed to the increase in personnel costs. Service departments with allocated staffing reported a combined expenditure increase totaling $3.1 million, including payroll costs. Non payroll related increases in expenditures were due to higher contracted services, utilities, software, and machinery and equipment purchases, among other factors. This overall increase was partially offset by a $1.1 million decrease in the Non-Departmental Miscellaneous General Fund category, primarily due to the timing of transfers out to other funds.

All departments remained below the 75% budget threshold allocated for the first three quarters. As the fiscal year wraps up, the recognition of remaining budgeted expenses, including transfers out, insurance premiums, and the annual CalPERS Unfunded Accrued Liability (UAL) payment, will further impact the ratio of actual expenditures to the total budget.

Overall, the majority of General Fund revenues are projected to meet or exceed budget estimates by the end of the fiscal year, with some expenditure savings expected in various categories, both contributing positively to the overall year-year results.

Measure S Sales Tax General Fund

Measure S, a 1% city-wide sales and use tax, went into effect on April 1, 2021, and is projected to generate $7.8 million in FY 2024-25.

Measure S Sales Tax	Total Budget as of June 30	Actuals through June 30	As % of Budget
REVENUES			
Measure S Sales Tax	$ 7,800,000	$ 4,232,415	54.3%
Interest/Dividends Revenue	35,000.00	39,456	112.7%
REVENUES TOTAL	**$ 7,835,000**	**$ 4,271,871**	**54.5%**
EXPENDITURES and FINANCING USES			
Technical Services	10,000	600	6.0%
Transfer out to/for:			
CIP - Pioneer Trail Pedestrian	1,050,000	1,050,000	100.0%
CIP - Pioneer Trail HSIP	47,000	47,000	100.0%
Debt Service - Communication System	554,643	554,643	100.0%
Debt Service - Snow Removal Equip	602,721	602,721	100.0%
Fire Marshall position (50%)	144,000	-	0.0%
Fire Station III	500,000	500,000	100.0%
Police Lieutenant position	320,000	-	0.0%
Road Reconstruction	3,000,000	-	0.0%
Seven (7) Firefighters	1,200,078	45,078	3.8%
Sidewalk Snow Removal	161,234	161,234	100.0%
Snow Removal Operations	500,000	500,000	100.0%
Streets - In house repair	630,000	630,000	100.0%
Storm Water Program	99,352	99,352	100.0%
Vehicle Replacement	350,000	350,000	100.0%
EXPENDITURES TOTAL	**$ 9,169,028**	**$ 4,540,628**	**49.5%**

Revenues. As of June 30, 2025, the City received approximately $4.2 million in Measure S Sales Tax revenue.

Expenditures. The FY 2024-25 total budget allocates $9.2 million in Measure S funds to various programs and capital projects, including $3.0 million for Road Reconstruction, $630K for in-house Street Maintenance, $500K for Fire Station III rehabilitation, and $1.1 million for Pioneer Trail Pedestrian Improvement Project.

Personnel funded (fully or partially) by Measure S include seven firefighter positions formerly funded by the SAFER grant, one Police Lieutenant position, and 50% of the Fire Marshall position.

Other Measure S revenue uses include transfers out for debt service on the emergency communications system and the snow removal equipment purchase agreements, funding for expanded Snow Removal Operations, including Sidewalk Snow Removal, support for the Storm Water Program, and funding for the replacement of Streets vehicles and equipment.

As of June 30, $4.5 million has been transferred out to support these Measure S-designated programs and projects.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 5

Agenda Item: Fiscal Year 2025-2026 Investment Policy and Authority

Executive Summary: City Council will formally consider the City's Investment Policy, and reaffirm the use of this policy for fiscal year 2025-2026. California law requires all public agencies to annually present a formal investment policy to City Council approval. The fiscal year 2025-2026 policy is submitted with several changes which are explained in the staff report and are identified in the attachment 04. The policy formally delegates investment authority to the City Treasurer, and grants the City Manager the formal authority to assign a second official (Finance Director) to perform investment management during absences of the City Treasurer. The policy prioritizes safety, liquidity, and then yield, and establishes various limits on the term, percentage of the City's portfolio authorized in various instruments and caps on investments in various instruments, and prohibits certain types of investments deemed to carry greater risk. City staff presents a report on the status of the City's investments on a quarterly basis. The most recent, June 30, 2025 report will also be presented at September 9, 2025 council meeting with the next report scheduled for December. The City's primary investment instrument is the Local Agency Investment Fund (LAIF), a California state pool (approximately 64% of the City's portfolio as of the quarter ended June 30, 2025). LAIF is highly liquid, safe, and typically generates a competitive yield (4.27% as of the end of the June 30, 2025 quarter). The City's other primary investment instruments are Government Agency funds and certificates of deposit.

Requested Action / Suggested Motions: Pass a Resolution delegating investment authority to the City Treasurer and adopting the City Investment Policy for the fiscal year from October 1, 2025 to September 30, 2026

Responsible Staff Member: Olga Tikhomirova, Director of Finance

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

Attachments:

01-Staff Report Investment Policy 2025-2026.docx
02-Resolution - Investment Policy 2025-2026.docx
03-Investment Policy - 2025-2026 (Exh. A to Reso).pdf
04-Investment Policy - 2025-2026 redline.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: September 9, 2025

Title: Fiscal Year 2025-2026 Investment Policy

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530) 542-7431
David Olivo, City Treasurer (530) 307-8972

Background: California State Law requires all public agencies to reduce to writing the investment policy that is followed for investing agency funds.

In accordance with the City's adopted financial policies, the annual review of the investment policy has occurred and is complete.

Included in the Investment Policy is Attachment A which serves as a quick guide to permitted investments and the applicable guidelines. The guide serves as an easy reference to verify that investment purchases are made in accordance with the City Council adopted resolution, minimizing risk exposure while maximizing investment opportunities.

The most recent glossary of terms from the Association of Public Treasurers of the United States and Canada is provided for added clarification.

Issue and Discussion: Changes to the policy are as follows:

XII. DIVERSIFICATON

- Added the criterion "highest letter and number rating by a Nationally Recognized Statistical Rating Organization (NRSRO)" to the Commercial Paper investment instrument.
- Added the criterion "A rated or higher" to the Medium-Term Corporate Notes investment instrument.

XIII. MAXIMUM MATURITIES

- Updated the City's liquid investment types to include Money Market Funds for idle funds.

ATTACHMENT A

- Updated the guidelines for Commercial Paper and Medium-Term Corporate Notes to reflect the changes made in Section XII.

Financial Implications: Financial Policies that are up to date with current laws, governmental accounting standards and compliance are essential to the prudent financial management of the City's assets and resources.

Environmental Considerations: These policy additions and amendments are not a project requiring review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: Updating the investment policy yearly ensures it is in compliance with California State law.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Delegating investment authority to the City Treasurer and reconfirming and adopting the City Investment Policy for the fiscal year October 1, 2025 through September 30, 2026

BACKGROUND

A. In accordance with California law, the City has maintained a formal investment policy for many years.

B. City policy requires annual review and approval of the investment policy by the City Council.

C. The Fiscal Year 2025-2026 policy presented for Council review and approval is submitted with several changes which are explained in the staff report and are incorporated in the attached Exhibit A.

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

1. Hereby reconfirms and adopts the Fiscal Year 2025-2026 Investment Policy (attached hereto as Exhibit A).
2. Delegates formal investment authority to the City Treasurer and the Finance Director (as designated by the City Manager, in the absence of the City Treasurer).

Adopted by the City of South Lake Tahoe City Council on September 9, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

CITY OF
SOUTH LAKE TAHOE

CALIFORNIA

Investment Policy
Fiscal Year 2025-2026

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I. POLICY

This policy is intended to provide guidelines for the prudent investment of the City of South Lake Tahoe's (City) funds and to enhance the economic status of the City while protecting its pooled cash. Funds will be invested in accordance with this policy and with applicable sections of the California Government Code.

II. SCOPE

This investment policy applies to all financial assets of the City which are available for investment by the City's Treasurer. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

The following assets are exempt from the policy: proceeds of City bond issues, Hourly/ Part-time Employee Retirement Plan, Other Postemployment Benefits Plan, Pension Rate Stabilization Trust Fund and assets held by the City as fiduciary for other agencies and subject to separate agency agreement(s). The exempt assets are invested in accordance with regulations established by the State of California and any agreements specific to the funds.

III. PRUDENCE

The standard of prudence to be used for managing the City's investments shall be California Government Code Section 53600.3, the prudent investor standard, which states "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

IV. OBJECTIVE

1. **Safety**: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.

2. **Liquidity**: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

3. **Yield on Investments**: The City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code 53607. Management responsibility for the investment program is hereby delegated to the City Treasurer who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the City Treasurer.

The City Manager shall designate an official to manage investments and designate a second official to perform investment management during absences of the primary designee. The City Manager shall insure that competent investment management is maintained and shall insure that, if both designated investment officials are replaced or are simultaneously absent, any temporary replacement(s) shall be closely supervised, and indoctrinated in the requirements of this Statement of Investment Policy, and given written investment procedures, regulating the authority to invest in maturities beyond six months by means of appropriate controls and restraining requirements. The City Manager shall authorize preparation and filing of documents with all financial institutions with which the City conducts investment activities certifying the names of those persons authorized to effect trades on behalf of the City.

1. Investment Procedures: The City Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, SIFMA master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority of persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

VI. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City. All the City's employees who are listed on the City's Conflict of Interest Policy are required by the Fair Political Practices Commission to complete and file a Form 700 annually. All persons, broker/dealers, financial institutions and advisors providing investment services or bond issuance shall disclose to the Treasurer all fee sharing, fee-splitting, and commission arrangements with other entities or persons prior to the City agreeing to buy an investment or issue bonds.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To promote the optimum yield on the investment of City funds, investment procedures shall be designed to encourage competitive bidding on transactions from approved financial institutions or broker/dealers.

1. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution;

    1.1 Must certify that they have read and agree to comply with the investment policies of the City.
    1.2 Must be a "primary" or regional dealer that qualifies under the Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).
    1.3 Must be experienced in institutional trading practices and familiar with the California Government Code as related to investments for local governmental agencies.
    1.4 Must have been in business for at least three years.
    1.5 Must provide current audited financial statements.
    1.6 Must provide proof of Financial Industry Regulatory Authority certification.

2. All financial institutions in which the City's public funds are deposited will supply the Treasurer with the following;

    2.1 Current audited financial statements.
    2.2 Depository contracts.
    2.3 Proof that the institution is State or Federally chartered.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

The City is empowered by statute to invest in the following types of securities: (see Section XII for a description of each investment type)

1. Certificates of Deposit (or Time Deposits) placed with commercial banks and or savings and loan institutions.
2. Bankers' Acceptances.
3. Securities of the U.S. Government or its agencies.
4. Commercial Paper.
5. Medium-Term Corporate Notes.
6. Local Agency Investment Fund (State Pool) Demand Deposits, (LAIF).
7. Negotiable Certificates of Deposit.
8. Passbook Savings Account Demand Deposits.
9. Government Security Mutual Funds.
10. Money Market Mutual Funds.
11. Bonds, Notes or California State and Local Agencies.
12. Bond proceeds may be invested as authorized by California Government Code 53601(m) but may also be invested in authorized investments as outlined in bond covenants and agreements.
13. Notes, Bonds and other securities of all fifty United States.
14. Supranationals

Attachment A: Investment Guidelines Summary Table

Prohibited Investments: The following investments are either prohibited by law or authorized by law and prohibited by the City Treasurer. Under Provisions of California Code 53601.6 the City shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity. Also, the City shall not invest in Reverse Repurchased Agreements and Mortgage Pass Through Securities.

IX. INVESTMENT POOLS/MUTUAL FUNDS

A thorough investigation of the pool/funds is required prior to investing, and on a quarterly basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.

- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

X. COLLATERIZATION

Collateralization will be required on two types of investments: certificates of deposit and sweep checking accounts. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest.

The City chooses to limit collateral to the following: certificates of deposit and sweep checking accounting held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

Collateral for other investments must be 110% of principal for government securities. and 150% of principal for first mortgages.

XI. SAFEKEEPING AND CUSTODY

All security transactions entered into by the City shall be conducted on a delivery-versus payment (DVP) basis. Securities will be held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts.

XII. DIVERSIFICATION

The City will diversify its investments by security type and institution in order to reduce portfolio risk while maintaining average market rates.

Security Type and Institution - U.S. Treasury securities and authorized pools, and any portfolio or institutional limits shall comply with California Government Code. Investments are further limited by specific language relating to each investment type as stated below.

Maximum Maturities - To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will be directly invested in securities with a maturity of no more than five years from the date of purchase.

The City Treasurer may invest in the following types of Investment Instruments:

1. Certificate of Deposit: Certificates of deposit of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from

the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 25 percent of the portfolio (GC 53601(i)). In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating equivalent to FDIC rating of "One" or "Two" or a Sheshunoff performance rating of A or better.

2. Bankers' Acceptances: The maximum investment with any one institution will not exceed $1.0 million. The maximum maturity will be 180 days. The maximum proportion of City funds invested in Bankers' Acceptance shall not exceed 20% of the total City portfolio. Maximum 5% invested per issuer. (Note: California Government Code allows a maximum of 40%).

3. Securities of the U.S. Government or its Agencies: Maximum maturity is five years.

4. Commercial Paper: Commercial paper will be used solely as a short-term investment not to exceed 270 days. Commercial paper will be of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. Maximum $2,000,000 combined any issuer, maximum 25% of City portfolio, highest letter and number rating by a Nationally Recognized Statistical Rating Organization (NRSRO).

5. Medium-Term Corporate Notes: The City may invest in medium-term corporate notes with a maximum of five years maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

Notes shall be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service. The maximum proportion of City funds invested in Medium Term Corporate Notes shall be A rated or higher and shall not exceed 30% of the total City Portfolio.

6. Local Agency Investment Fund (State Pool): The investment with LAIF may not, by state regulation, exceed $75 million. LAIF transactions, by LAIF guidelines, are not to exceed 15 per month.

7. Negotiable Certificates of Deposit: The maximum maturity is five years. The maximum investment is 30% of the total City Portfolio. Maximum 5% or $1,000,000 invested per issuer. Negotiable Certificates of Deposits (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized notes.

8. Passbook Savings Account Demand Deposits: This account shall be maintained solely for the following purposes:

a. Investment of amounts over $100,000.00 received too late in the day to invest in other instruments; or,

b. Investment of amounts under $100,000.00 for periods of up to ten working days in order to fine-tune cash flow and minimize LAIF transactions in a given month.

9. Government Security Mutual Funds: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53601, are permitted investments. Section 53601(l) further defines requirements. A maximum of 20 percent of the portfolio may be so invested.

10. Money Market Mutual Funds: Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.). Must receive the highest ranking or the highest letter and numerical rating by no less than two nationally recognized rating services. A maximum of 20 percent of the portfolio may be so invested.

11. Bonds, Notes or other evidence of indebtedness issue by the California State and Local Agencies: Bonds issued by the local agency, including bonds payable solely out of the revenues from revenue -producing property owned, controlled, or operated by California state or local agency, or by a department, board, agency, or authority of the local agency as authorized by California Government Code 53601 (a). Notes eligible for investment shall be rated in a category of "A" or its equivalent by two Nationally Recognized Rating Organizations.

Bonds, notes, warrants, or other evidence of indebtedness of any local agency within this state, include bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. A maximum of 20% of the portfolio may be so invested.

12. Bond Proceeds: Section 53601 (m) allows greater flexibility with respect to the types of investments that may be made with bond proceeds. Specifically, the law permits money from bond proceeds, obligations under a lease, installment sales, or other agreements of a local agency to be invested in any security that meets the statutory provisions governing the issuance of the bond or other agreements made by the issuing agency. In doing so, this section of the code recognizes that outstanding contracts between issuers and bond holders may not comply with the investment statutes and gives local agencies greater discretion in how to invest bond proceeds.

13. U.S. Treasury Notes and Bonds: Registered Treasury notes or bonds of all 50 United States including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of the state as authorized by California Government Code 53601 (c) and (d). Maximum maturity is five years.

14. Supranationals: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States.

Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

XIII. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow and authorized by the City Council, the City will not directly invest in securities maturing more than five years from the date of purchase.

CD maturities will normally not exceed five years. U.S. Government or Agency securities will not exceed five years. At least 50% of idle funds can be placed in investments which can be liquidated for at least face value in the event of an emergency. The City uses LAIF and Money Market Funds for its idle funds to ensure this requirement is met.

XIV. INTERNAL CONTROL

The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

The Finance department shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Controls deemed most important include; control of collusion, separation of duties, separating transition authority from accounting and record keeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and ethical standards.

XV. PERFORMANCE STANDARDS

The investment portfolio will be designed to attain at least a market-average rate of return during budgetary and economic cycles. Whenever possible, and consistent with risk limitations as defined herein and prudent investment principles, the Treasurer shall seek returns in the range of the average rate of return of the 2-year CMT (Constant Maturity Treasury) whose maturity most closely matches the average maturity of the portfolio. In addition, the City portfolio will be compared with LAIF and the goal is to maintain a higher positive annual yield than LAIF's annual yield.

1. Investment Strategy: The City's investment strategy is to buy and hold investments until maturity. However, the Treasurer may sell a security due to adverse changes in credit risk or due to unexpected cash flow needs.

2. Market Yield (Benchmark): The basis used by the Treasurer to determine whether market yields are being achieved shall be the rates of return from the following combination of indices: Local Agency Investment Fund (LAIF) and 3-month, 6-month, and 1-year Treasury Bills.

3. Review: The investment policy shall be reviewed at least annually by the City Manager and Finance Director and approved by the City Council to ensure its consistency with the overall objectives of safety (including diversification), liquidity and return, as well as its relevance to current law and financial/economic trends.

The City's philosophy prohibits speculation; i.e., the purchase of securities with the intent to profit from favorable changes in market prices or market conditions. Leveraging or borrowing money for the purpose of investing is specifically prohibited.

XVI. REPORTING

The City Treasurer shall provide investment information to City Council.

Periodic Reports – If any, the City Treasurer will provide a monthly transaction report of all investments including any pooled investment fund portfolio to the City Council, City Manager, Chief Financial Officer and City Clerk. Also, within thirty days of the end of each quarter a full report of the City's operational cash investment portfolio report will be provided with additional information such as market pricing. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund (LAIF), the report shall also include a current market value as of the date of the report and shall include the source of this same valuation.

Annual Report – This investment policy will be presented annually following the close of the fiscal year, to the City Council for approval.

Financial Statements per GASB #31 – City Treasurer will provide the portfolio's market value gains/losses to Finance to be incorporated in the fiscal year-end balance sheet.

Financial Statements per GASB #40 – Effective June 30, 2005, additional disclosure is required. City Treasurer will provide detailed maturity and rating information to Finance to be incorporated in the Annual Comprehensive Financial Report (ACFR).

XVII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the City's legislative authority. Per Government code, the policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

XVIII. GUIDELINES

Guidelines are established to direct and control activities in such a manner that previously established goals are achieved.

1. Investment Transactions: Every investment transaction must be authorized, documented and reviewed by the local agency Treasurer.

2. Pooled Cash: Whenever practical, local agency cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings may be allocated to fund cash and investment balances.

3. Competitive Bids: Purchase and sale of securities should be made on the basis of competitive offers and bids when practical.

4. Cash Forecast: The cash flow for the local agency should be analyzed with the receipt of revenues and maturity of investments scheduled so that adequate cash will be available to meet disbursement requirements.

5. Investment Limitations: Security purchases and holdings shall be maintained within statutory limits imposed by the Investment Policy and California Government code. Any investments not listed are not subject to % limitations.

Bankers' Acceptance	40%	Code Section 53601 (f)
Commercial Paper	25%	Code Section 53601 (g)
Medium-Term Corporate Notes	30%	Code Section 53601 (j)
Negotiable Cert. Of Deposit	30%	Code Section 53601 (h)

6. Liquidity: The marketability of a security should be considered at the time of purchase as the security may have to be sold at a later date to meet unanticipated cash needs.

7. Long-Term Maturities: As a general rule, long-term maturities should not represent a significant percentage of the total portfolio, as the principal risk involved can outweigh the potential for higher earnings.

8. Authorized Broker/Dealers: Execute investment transactions with previously approved broker/dealers who have certified compliance with the City's investment policy.

9. Diversification: The portfolio should consist of a mix of various types of securities, issuers and maturities.

10. Annual Review: The investment portfolio will be reviewed yearly by the Treasurer, City Manager and Finance department representative.

11. Evaluation of Certificates of Deposit: The following items will govern the valuation:

a. Time Certificates of Deposit (TCD) are FDIC insured.

b. Negotiable Certificates of Deposit (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized notes.

Attachment A:

The City's specific permitted investment guidelines are summarized below. It should be noted that the City's permitted investments are more restrictive than the State guidelines.

PERMITTED INSTRUMENTS	CITY GUIDELINES
Certificates of Deposits	5 years / 25% max / $250,000 max per issuer
Bankers Acceptances	180 days / 40% max / 5% per issuer/20% max per City Investment policy
Securities of the U.S. Government or its Agencies	5 years / no limit
Commercial Paper	270 days / 25% max / 5% per issuer combined / highest letter and number rating by an NRSRO
Medium-Term Corporate Notes	5 years / 30% max / $2,000,000 combined any Issuer / max of 30% of portfolio / A rated or higher
Local Agency Investment Fund (State Pool)	LAIF $75,000,000 / no limit
Negotiable Certificates of Deposit	5 years / 30% max / lesser of 5% or $1,000,000 per issuer
Passbook Savings Account	10 days / investments under $100,000
Government Security Mutual Funds	20% max / 10% per issuer
Money Market Mutual Funds	20% max per issuer
Bonds, Notes issued by: California State and Local Agencies	5 years / 20% max / 5% per issuer
Bond Proceeds	See section XII - number 11
U.S. Treasuries Notes and Bonds	5 years / no limit
Supranationals	5 years / 30% max / AA rated or better
Reverse Repurchase Agreements	Not allowed
Mortgage Pass Through Securities	Not allowed
Repurchase Agreements	Not allowed

Percentages of investment allocation and investment maximum limits apply at the time of purchase. The designated portfolio manager may at his/her discretion temporarily exceed these guidelines when repositioning the portfolio. Should the manager recommend an extended departure from the diversification's guideline (more than 90 days) City council approval will be required.

The Investment Policy sets forth minimum credit ratings for each type of permitted security. These credit limits apply at the time of the initial purchase of the said security and a subsequent change in rating status does not necessarily force the sale or disposition of the investment. If the security is later downgraded below minimum required levels, the Treasurer and City staff will assess the risk exposure, make a decision on the course of action, and advise the City council.

GLOSSARY

AGENCIES: Federal agency securities.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the City of South Lake Tahoe. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

BANKERS ACCEPTANCES (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered for securities. (When you are selling securities, you ask for a bid.) See offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATES OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon national amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities.)

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury bills).

DIVERSIFICATION: Dividing investment funds among a variety of securities and issuers offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit. FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB's is to liquefy the housing related assets of its members who must purchase stock in their district bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL FUNDS: Non-interest bearing deposits held by member banks at the Federal Reserve, also used to denote immediately available funds in the clearing sense. Fed Funds also used to refer to these funds.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

GOVERNMENTAL NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHA mortgages. The term pass-throughs is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LAIF (Local Agency Investment Fund): A special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is $5,000, in multiples of $1,000 above that, with a maximum balance of $75,000,000 for any agency. The City is restricted to a maximum of fifteen transactions per month. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The State retains an amount for reasonable costs of making the investments, not to exceed one-quarter of one percent of the earnings. The interest rates are competitive with other securities because of pooling the State's surplus cash with the surplus cash deposited. This creates a multi-billion-dollar money pool and allows diversified investments. In a high interest rate market, the City does better than LAIF, but in times of low interest rates, LAIF yields are higher. The City continually invests in the Local Agency Investment Fund.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer- lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET FUNDS: Open-ended mutual fund that invests in highly liquid and safe securities (bills, commercial paper, bankers' acceptances, CD's, etc.) and pays money market rates of interest. The fund's net asset value remains a constant $1 a share.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserves most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state (the so-called legal list). In other states, the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENTS (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security Abuyer@ in effect lends the Aseller@ money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-l: See uniform net capital rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SUPRANATIONALS: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRARO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from 2 to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

CITY OF
SOUTH LAKE TAHOE

CALIFORNIA

Investment Policy
Fiscal Year 2024~~4~~5-2025~~5~~6

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I. POLICY

This policy is intended to provide guidelines for the prudent investment of the City of South Lake Tahoe's (City) funds and to enhance the economic status of the City while protecting its pooled cash. Funds will be invested in accordance with this policy and with applicable sections of the California Government Code.

II. SCOPE

This investment policy applies to all financial assets of the City which are available for investment by the City's Treasurer. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

The following assets are exempt from the policy: proceeds of City bond issues, Hourly/ Part-time Employee Retirement Plan, Other Postemployment Benefits Plan, Pension Rate Stabilization Trust Fund and assets held by the City as fiduciary for other agencies and subject to separate agency agreement(s). The exempt assets are invested in accordance with regulations established by the State of California and any agreements specific to the funds.

III. PRUDENCE

The standard of prudence to be used for managing the City's investments shall be California Government Code Section 53600.3, the prudent investor standard, which states "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

IV. OBJECTIVE

1. **Safety**: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.

2. **Liquidity**: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

3. **Yield on Investments**: The City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code 53607. Management responsibility for the investment program is hereby delegated to the City Treasurer who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the City Treasurer.

The City Manager shall designate an official to manage investments and designate a second official to perform investment management during absences of the primary designee. The City Manager shall insure that competent investment management is maintained and shall insure that, if both designated investment officials are replaced or are simultaneously absent, any temporary replacement(s) shall be closely supervised, and indoctrinated in the requirements of this Statement of Investment Policy, and given written investment procedures, regulating the authority to invest in maturities beyond six months by means of appropriate controls and restraining requirements. The City Manager shall authorize preparation and filing of documents with all financial institutions with which the City conducts investment activities certifying the names of those persons authorized to effect trades on behalf of the City.

1. Investment Procedures: The City Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, SIFMA master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority of persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

VI. ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City. All the City's employees who are listed on the City's Conflict of Interest Policy are required by the Fair Political Practices Commission to complete and file a Form 700 annually. All persons, broker/dealers, financial institutions and advisors providing investment services or bond issuance shall disclose to the Treasurer all fee sharing, fee-splitting, and commission arrangements with other entities or persons prior to the City agreeing to buy an investment or issue bonds.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To promote the optimum yield on the investment of City funds, investment procedures shall be designed to encourage competitive bidding on transactions from approved financial institutions or broker/dealers.

1. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution;

    1.1 Must certify that they have read and agree to comply with the investment policies of the City.
    1.2 Must be a "primary" or regional dealer that qualifies under the Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).
    1.3 Must be experienced in institutional trading practices and familiar with the California Government Code as related to investments for local governmental agencies.
    1.4 Must have been in business for at least three years.
    1.5 Must provide current audited financial statements.
    1.6 Must provide proof of Financial Industry Regulatory Authority certification.

2. All financial institutions in which the City's public funds are deposited will supply the Treasurer with the following;

    2.1 Current audited financial statements.
    2.2 Depository contracts.
    2.3 Proof that the institution is State or Federally chartered.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

The City is empowered by statute to invest in the following types of securities: (see Section XII for a description of each investment type)

1. Certificates of Deposit (or Time Deposits) placed with commercial banks and or savings and loan institutions.
2. Bankers' Acceptances.
3. Securities of the U.S. Government or its agencies.
4. Commercial Paper.
5. Medium-Term Corporate Notes.
6. Local Agency Investment Fund (State Pool) Demand Deposits, (LAIF).
7. Negotiable Certificates of Deposit.
8. Passbook Savings Account Demand Deposits.
9. Government Security Mutual Funds.
10. Money Market Mutual Funds.
11. Bonds, Notes or California State and Local Agencies.
12. Bond proceeds may be invested as authorized by California Government Code 53601(m) but may also be invested in authorized investments as outlined in bond covenants and agreements.
13. Notes, Bonds and other securities of all fifty United States.
14. Supranationals

Attachment A: Investment Guidelines Summary Table

Prohibited Investments: The following investments are either prohibited by law or authorized by law and prohibited by the City Treasurer. Under Provisions of California Code 53601.6 the City shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity. Also, the City shall not invest in Reverse Repurchased Agreements and Mortgage Pass Through Securities.

IX. INVESTMENT POOLS/MUTUAL FUNDS

A thorough investigation of the pool/funds is required prior to investing, and on a quarterly basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

X. COLLATERIZATION

Collateralization will be required on two types of investments: certificates of deposit and sweep checking accounts. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest.

The City chooses to limit collateral to the following: certificates of deposit and sweep checking accounting held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

Collateral for other investments must be 110% of principal for government securities. and 150% of principal for first mortgages.

XI. SAFEKEEPING AND CUSTODY

All security transactions entered into by the City shall be conducted on a delivery-versus payment (DVP) basis. Securities will be held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts.

XII. DIVERSIFICATION

The City will diversify its investments by security type and institution in order to reduce portfolio risk while maintaining ~~market~~ average market rates.

Security Type and Institution - U.S. Treasury securities and authorized pools, and any portfolio or institutional limits shall comply with California Government Code. Investments are further limited by specific language relating to each investment type as stated below.

Maximum Maturities - To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will be directly invested in securities with a maturity of no more than five years from the date of purchase.

The City Treasurer may invest in the following types of Investment Instruments:

1. Certificate of Deposit: Certificates of deposit of up to $250,000 are federally insured.

Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 25 percent of the portfolio (GC 53601(i)). In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating equivalent to FDIC rating of "One" or "Two" or a Sheshunoff performance rating of A or better.

2. Bankers' Acceptances: The maximum investment with any one institution will not exceed $1.0 million. The maximum maturity will be 180 days. The maximum proportion of City funds invested in Bankers' Acceptance shall not exceed 20% of the total City portfolio. Maximum 5% invested per issuer. (Note: California Government Code allows a maximum of 40%).

3. Securities of the U.S. Government or its Agencies: Maximum maturity is five years.

4. Commercial Paper: Commercial paper will be used solely as a short-term investment not to exceed 270 days. Commercial paper will be of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. Maximum $2,000,000 combined any issuer, maximum 25% of City portfolio, highest letter and number rating by a Nationally Recognized Statistical Rating Organization (NRSRO).

5. Medium-Term Corporate Notes: The City may invest in medium-term corporate notes with a maximum of five years maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

Notes shall be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service. The maximum proportion of City funds invested in Medium Term Corporate Notes shall be A rated or higher and shall not exceed 30% of the total City Portfolio.

6. Local Agency Investment Fund (State Pool): The investment with LAIF may not, by state regulation, exceed $75 million. LAIF transactions, by LAIF guidelines, are not to exceed 15 per month.

7. Negotiable Certificates of Deposit: The maximum maturity is five years. The maximum investment is 30% of the total City Portfolio. Maximum 5% or $1,000,000 invested per issuer. Negotiable Certificates of Deposits (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized notes.

8. Passbook Savings Account Demand Deposits: This account shall be maintained solely for the following purposes:

a. Investment of amounts over $100,000.00 received too late in the day to invest in other instruments; or,

b. Investment of amounts under $100,000.00 for periods of up to ten working days in

order to fine-tune cash flow and minimize LAIF transactions in a given month.

9. Government Security Mutual Funds: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53601, are permitted investments. Section 53601(l) further defines requirements. A maximum of 20 percent of the portfolio may be so invested.

10. Money Market Mutual Funds: Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.). Must receive the highest ranking or the highest letter and numerical rating by no less than two nationally recognized rating services. A maximum of 20 percent of the portfolio may be so invested.

11. Bonds, Notes or other evidence of indebtedness issue by the California State and Local Agencies: Bonds issued by the local agency, including bonds payable solely out of the revenues from revenue -producing property owned, controlled, or operated by California state or local agency, or by a department, board, agency, or authority of the local agency as authorized by California Government Code 53601 (a). Notes eligible for investment shall be rated in a category of "A" or its equivalent by two Nationally Recognized Rating Organizations.

Bonds, notes, warrants, or other evidence of indebtedness of any local agency within this state, include bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. A maximum of 20% of the portfolio may be so invested.

12. Bond Proceeds: Section 53601 (m) allows greater flexibility with respect to the types of investments that may be made with bond proceeds. Specifically, the law permits money from bond proceeds, obligations under a lease, installment sales, or other agreements of a local agency to be invested in any security that meets the statutory provisions governing the issuance of the bond or other agreements made by the issuing agency. In doing so, this section of the code recognizes that outstanding contracts between issuers and bond holders may not comply with the investment statutes and gives local agencies greater discretion in how to invest bond proceeds.

13. U.S. Treasury Notes and Bonds: Registered Treasury notes or bonds of all 50 United States including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of the state as authorized by California Government Code 53601 (c) and (d). Maximum maturity is five years.

14. Supranationals: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States.

Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

XIII. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow and authorized by the City Council, the City will not directly invest in securities maturing more than five years from the date of purchase.

CD maturities will normally not exceed five years. U.S. Government or Agency securities will not exceed five years. At least 50% of idle funds can be placed in investments which can be liquidated for at least face value in the event of an emergency. The City uses LAIF and Money Market Funds for its idle funds to ~~i~~ensure this requirement is met.

XIV. INTERNAL CONTROL

The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

The Finance department shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Controls deemed most important include; control of collusion, separation of duties, separating transition authority from accounting and record keeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and ethical standards.

XV. PERFORMANCE STANDARDS

The investment portfolio will be designed to attain at least a market-average rate of return during budgetary and economic cycles. Whenever possible, and consistent with risk limitations as defined herein and prudent investment principles, the Treasurer shall seek returns in the range of the average rate of return of the 2-year CMT (Constant Maturity Treasury) whose maturity most closely matches the average maturity of the portfolio. In addition, the City portfolio will be compared with LAIF and the goal is to maintain a higher positive annual yield than LAIF's

annual yield.

1. Investment Strategy: The City's investment strategy is to buy and hold investments until maturity. However, the Treasurer may sell a security due to adverse changes in credit risk or due to unexpected cash flow needs.

2. Market Yield (Benchmark): The basis used by the Treasurer to determine whether market yields are being achieved shall be the rates of return from the following combination of indices: Local Agency Investment Fund (LAIF) and 3-month, 6-month, and 1-year Treasury Bills.

3. Review: The investment policy shall be reviewed at least annually by the City Manager and Finance Director and approved by the City Council to ensure its consistency with the overall objectives of safety (including diversification), liquidity and return, as well as its relevance to current law and financial/economic trends.

The City's philosophy prohibits speculation; i.e., the purchase of securities with the intent to profit from favorable changes in market prices or market conditions. Leveraging or borrowing money for the purpose of investing is specifically prohibited.

XVI. REPORTING

The City Treasurer shall provide investment information to City Council.

Periodic Reports – If any, the City Treasurer will provide a monthly transaction report of all investments including any pooled investment fund portfolio to the City Council, City Manager, Chief Financial Officer and City Clerk. Also, within thirty days of the end of each quarter a full report of the City's operational cash investment portfolio report will be provided with additional information such as market pricing. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund (LAIF), the report shall also include a current market value as of the date of the report and shall include the source of this same valuation.

Annual Report – This investment policy will be presented annually following the close of the fiscal year, to the City Council for approval.

Financial Statements per GASB #31 – City Treasurer will provide the portfolio's market value gains/losses to Finance to be incorporated in the fiscal year-end balance sheet.

Financial Statements per GASB #40 – Effective June 30, 2005, additional disclosure is required. City Treasurer will provide detailed maturity and rating information to Finance to be

incorporated in the Annual Comprehensive Financial Report (ACFR).

XVII. INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the City's legislative authority. Per Government code, the policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

XVIII. GUIDELINES

Guidelines are established to direct and control activities in such a manner that previously established goals are achieved.

1. Investment Transactions: Every investment transaction must be authorized, documented and reviewed by the local agency Treasurer.

2. Pooled Cash: Whenever practical, local agency cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings may be allocated to fund cash and investment balances.

3. Competitive Bids: Purchase and sale of securities should be made on the basis of competitive offers and bids when practical.

4. Cash Forecast: The cash flow for the local agency should be analyzed with the receipt of revenues and maturity of investments scheduled so that adequate cash will be available to meet disbursement requirements.

5. Investment Limitations: Security purchases and holdings shall be maintained within statutory limits imposed by the Investment Policy and California Government code. Any investments not listed are not subject to % limitations.

Bankers' Acceptance	40%	Code Section 53601 (f)
Commercial Paper	25%	Code Section 53601 (g)
Medium-Term Corporate Notes	30%	Code Section 53601 (j)
Negotiable Cert. Of Deposit	30%	Code Section 53601 (h)

6. Liquidity: The marketability of a security should be considered at the time of purchase as the security may have to be sold at a later date to meet unanticipated cash needs.

7. Long-Term Maturities: As a general rule, long-term maturities should not represent a significant percentage of the total portfolio, as the principal risk involved can outweigh the potential for higher earnings.

8. Authorized Broker/Dealers: Execute investment transactions with previously approved broker/dealers who have certified compliance with the City's investment policy.

9. Diversification: The portfolio should consist of a mix of various types of securities, issuers and maturities.

10. Annual Review: The investment portfolio will be reviewed yearly by the Treasurer, City Manager and Finance department representative.

11. Evaluation of Certificates of Deposit: The following items will govern the valuation:

a. Time Certificates of Deposit (TCD) are FDIC insured.

b. Negotiable Certificates of Deposit (NCD) shall be evaluated in terms of the credit worthiness of the issuer, as these deposits are uninsured and uncollateralized notes.

Attachment A:

The City's specific permitted investment guidelines are summarized below. It should be noted that the City's permitted investments are more restrictive than the State guidelines.

PERMITTED INSTRUMENTS	CITY GUIDELINES
Certificates of Deposits	5 years / 25% max / $250,000 max per issuer
Bankers Acceptances	180 days / 40% max / 5% per issuer/20% max per City Investment policy
Securities of the U.S. Government or its Agencies	5 years / no limit
Commercial Paper	270 days / 25% max / 5% per issuer combined / highest letter and number rating by an NRSRO
Medium-Term Corporate Notes	5 years / 30% max / $2,000,000 combined any Issuer / max of 30% of portfolio / A rated or higher
Local Agency Investment Fund (State Pool)	LAIF $75,000,000 / no limit
Negotiable Certificates of Deposit	5 years / 30% max / lesser of 5% or $1,000,000 per issuer
Passbook Savings Account	10 days / investments under $100,000
Government Security Mutual Funds	20% max / 10% per issuer
Money Market Mutual Funds	20% max per issuer
Bonds, Notes issued by: California State and Local Agencies	5 years / 20% max / 5% per issuer
Bond Proceeds	See section XII - number 11
U.S. Treasuries Notes and Bonds	5 years / no limit
Supranationals	5 years / 30% max / AA rated or better
Reverse Repurchase Agreements	Not allowed
Mortgage Pass Through Securities	Not allowed
Repurchase Agreements	Not allowed

Percentages of investment allocation and investment maximum limits apply at the time of purchase. The designated portfolio manager may at his/her discretion temporarily exceed these guidelines when repositioning the portfolio. Should the manager recommend an extended departure from the diversification's guideline (more than 90 days) City council approval will be required.

The Investment Policy sets forth minimum credit ratings for each type of permitted security. These credit limits apply at the time of the initial purchase of the said security and a subsequent change in rating status does not necessarily force the sale or disposition of the investment. ~~In the event that~~If the security is later downgraded below minimum required levels, the Treasurer and City staff will assess the risk exposure, make a decision on the course of action, and advise the City council.

GLOSSARY

AGENCIES: Federal agency securities.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the City of South Lake Tahoe. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

BANKERS ACCEPTANCES (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered for securities. (When you are selling securities, you ask for a bid.) See offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATES OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipts is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon national amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities.)

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury bills).

DIVERSIFICATION: Dividing investment funds among a variety of securities and issuers offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit. FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB's is to liquefy the housing related assets of its members who must purchase stock in their district bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL FUNDS: Non-interest bearing deposits held by member banks at the Federal Reserve, also used to denote immediately available funds in the clearing sense. Fed Funds also used to refer to these funds.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

GOVERNMENTAL NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHA mortgages. The term pass-throughs is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LAIF (Local Agency Investment Fund): A special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is $5,000, in multiples of $1,000 above that, with a maximum balance of $75,000,000 for any agency. The City is restricted to a maximum of fifteen transactions per month. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The State retains an amount for reasonable costs of making the investments, not to exceed one-quarter of one percent of the earnings. The interest rates are competitive with other securities because of pooling the State's surplus cash with the surplus cash deposited. This creates a multi-billion-dollar money pool and allows diversified investments. In a high interest rate market, the City does better than LAIF, but in times of low interest rates, LAIF yields are higher. The City continually invests in the Local Agency Investment Fund.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer- lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET FUNDS: Open-ended mutual fund that invests in highly liquid and safe securities (bills, commercial paper, bankers' acceptances, CD's, etc.) and pays money market rates of interest. The fund's net asset value remains a constant $1 a share.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserves most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state (the so-called legal list). In other states, the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENTS (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security Abuyer@ in effect lends the Aseller@ money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-l: See uniform net capital rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SUPRANATIONALS: United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRARO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from 2 to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #:6

Agenda Item: Investment Portfolio Report - June 30, 2025

Executive Summary: In accordance with the City of South Lake Tahoe Financial Policies and State law, a quarterly investment report is hereby submitted to the members of the City Council. As of June 30, 2025, the City's total cash and investment balances across all funds is $149.3 million.

Requested Action / Suggested Motions: Receive and file.

Responsible Staff Member: Olga Tikhomirova, Director of Finance

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

Attachments:

01-Staff Report Investment Report June 2025.pdf
02-Operations Cash June 2025.pdf
03-Fiscal Agent 06 30 2025.pdf
04-Graph 06 30 2025.pdf
05-Cash June 2025.pdf

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

Meeting Date: September 9, 2025

Title: Investment Portfolio Report as of June 30, 2025

Location: Citywide

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

Background: In accordance with the City of South Lake Tahoe Financial Policies and State law a quarterly investment report shall be submitted to the members of the City Council.

Issue and Discussion: The attached report for the period ending June 30, 2025, describes the type of investments, the issuers, the maturity dates, the par value and the market value. Total cash for operations and cash held by fiscal agents is $149,304,171.

Cash available for operations is $122,536,131. This includes Cash in Bank of $17,786,456 with the remaining amount in various investments diversified in accordance with the City's adopted Investment Policy. The total portfolio yield is 4.09%. Based on this report the City of South Lake Tahoe will be able to meet projected operating expenditures for the next six months.

Cash held by fiscal agents for debt service is $26,768,040. These investments comprise the reserves and other accounts held in trust for debt service, lease financing, and capital projects financed with debt.

Fund Type	Total Cash Balance	Operations Balance	Fiscal Agent Balance
Trust and Agency	$14,077,289	$7,854,527	$6,222,762
Special Revenue	$29,664,727	$29,664,727	-
General Fund	$33,947,257	$33,947,257	-
Internal Service	$9,314,957	$9,314,957	-
Debt Service	$25,156,471	$4,628,478	$20,527,993
Enterprise	$4,255,482	$4,238,197	$17,285
CIP	$32,887,988	$32,887,988	-
Grand Total	**$149,304,171**	**$122,536,131**	**$26,768,040**

The attached documents include investment terms that are defined below:

- Current yield – The investments annual income (interest or dividends) divided by the current price of the security.
- Weighted par – Weighting the price of each bond by the total price of the entire portfolio.
- Weighted yield – The current yield multiplied by the weighted par, provides the yield of the bonds in the portfolio.

Financial Implications: None.

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

Policy Implications: Consistent with City's Financial Policies.

City Treasurer's Review Statement: I, David Olivo, Treasurer of the City of South Lake Tahoe, hereby acknowledge that I have reviewed the Quarterly Investment Report for the period ending June 30, 2025, prepared by the Finance Director. Based on my review, the report accurately reflects the investment activities and holdings of the City in accordance with the City's Investment Policy and applicable laws.

Reviewed and acknowledged on: Aug 29, 2025

Signature: David Olivo
David Olivo (Aug 29, 2025 13:37:57 PDT)

David Olivo
City Treasurer
(530)307-8972
dolivo@cityofslt.us

01-Staff Report Investment Report Jun 2025

Final Audit Report 2025-08-29

Created:	2025-08-28
By:	Olga Tikhomirova (otikhomirova@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABLwZKIJBhU0PPgPm0lvfJcc1alUjfLFn

"01-Staff Report Investment Report Jun 2025" History

Document created by Olga Tikhomirova (otikhomirova@cityofslt.us)
2025-08-28 - 4:05:47 PM GMT

Document emailed to dolivo@cityofslt.us for signature
2025-08-28 - 4:06:12 PM GMT

Email viewed by dolivo@cityofslt.us
2025-08-29 - 8:36:41 PM GMT

Signer dolivo@cityofslt.us entered name at signing as David Olivo
2025-08-29 - 8:37:55 PM GMT

Document e-signed by David Olivo (dolivo@cityofslt.us)
Signature Date: 2025-08-29 - 8:37:57 PM GMT - Time Source: server

Agreement completed.
2025-08-29 - 8:37:57 PM GMT

CITY OF SOUTH LAKE TAHOE
OPERATIONS CASH INVESTMENT PORTFOLIO REPORT
AS OF JUNE 30, 2025

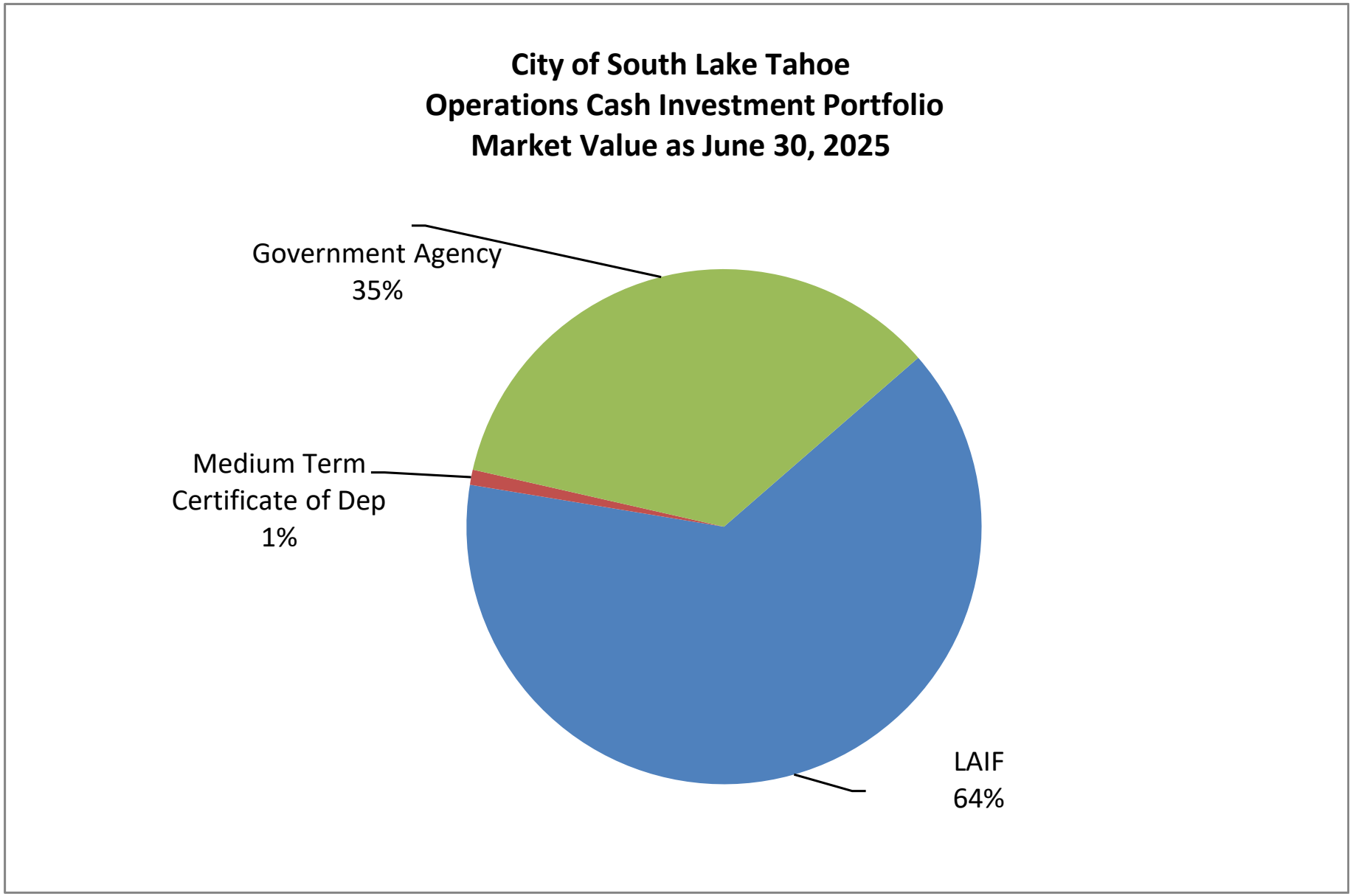
INVESTMENT TYPE	ISSUER	PAR VALUE	MARKET VALUE	CURRENT YIELD	WEIGHTED PAR	WEIGHTED YIELD	MATURITY DATE
Local Agency Investment Fund	State Treasurer	$ 66,952,727	$ 67,032,957	4.269%	54.6%	2.3%	N/A
Federal Farm Credit Banks	US Government Agency	$ 1,000,000	$ 991,184	3.110%	0.8%	0.0%	4/13/2026
Federal Home Loan Bank	US Government Agency	$ 1,000,000	$ 972,292	1.000%	0.8%	0.0%	5/27/2026
Federal Farm Credit Banks	US Government Agency	$ 1,000,000	$ 966,004	1.500%	0.8%	0.0%	12/14/2026
Federal Home Loan Banks	US Government Agency	$ 1,000,000	$ 985,626	3.000%	0.8%	0.0%	3/29/2027
Federal Home Loan Banks	US Government Agency	$ 1,000,000	$ 998,481	4.100%	0.8%	0.0%	6/30/2027
Federal Home Loan Banks	US Government Agency	$ 1,000,000	$ 998,330	4.550%	0.8%	0.0%	2/10/2028
Federal Home Loan Banks	US Government Agency	$ 1,000,000	$ 997,729	4.550%	0.8%	0.0%	1/16/2029
Federal Home Loan Banks	US Government Agency	$ 3,000,000	$ 3,008,049	5.000%	2.4%	0.1%	2/20/2029
Fed. Home Ln Mtg Corp	US Government Agency	$ 2,000,000	$ 1,997,999	5.000%	1.6%	0.1%	7/24/2029
Federal Home Loan Banks	US Government Agency	$ 2,000,000	$ 1,999,316	5.200%	1.6%	0.1%	7/30/2029
Federal Home Loan Banks	US Government Agency	$ 790,698	$ 790,727	5.000%	0.6%	0.0%	9/11/2029
Federal Home Loan Banks	US Government Agency	$ 4,000,000	$ 3,990,998	5.000%	3.3%	0.2%	9/11/2029
Federal Home Loan Banks	US Government Agency	$ 5,000,000	$ 4,992,474	5.000%	4.1%	0.2%	1/9/2030
Fed. National Mtg Association	US Government Agency	$ 5,000,000	$ 5,005,078	5.000%	4.1%	0.2%	1/23/2030
Fed. Home Ln Mtg Corp	US Government Agency	$ 5,000,000	$ 5,010,756	5.000%	4.1%	0.2%	2/19/2030
Federal Home Loan Banks	US Government Agency	$ 3,000,000	$ 3,003,912	4.850%	2.4%	0.1%	5/23/2030
Certificate of Deposit	Morgan Stanley Private Bk Natl	$ 250,000	$ 250,810	5.200%	0.2%	0.0%	12/5/2025
Certificate of Deposit	Morgan Stanley Bk N A	$ 250,000	$ 250,810	5.200%	0.2%	0.0%	12/5/2025
Certificate of Deposit	Capital One Bank (USA) NA	$ 250,000	$ 247,544	3.150%	0.2%	0.0%	6/2/2026
Certificate of Deposit	State Bank of India	$ 250,000	$ 246,776	3.300%	0.2%	0.0%	6/1/2027
Cash in Bank General & Sweep		$ 17,786,456	$ 17,786,456	0% - 4.18%	7.91%	0.33%	N/A
Petty Cash		$ 6,250	$ 6,250	N/A	0.01%	0.00%	N/A
TOTAL		$ 122,536,131	$ 122,530,558			**4.09%**	**(Total Portfolio Yield)**

The Investment porfolio at June 30, 2025 is in compliance with the Investment Policy of the City of South Lake Tahoe. The City of South Lake Tahoe will be able to meet its projected expenditure requirements for the next six months. Valuation is based upon the State Treasurer's Office LAIF quarterly apportionment rates and US Bank Safekeeping.

CITY OF SOUTH LAKE TAHOE INVESTMENT REPORT
CASH AND INVESTMENTS HELD WITH FISCAL AGENTS
AS OF JUNE 30, 2025

BOND ISSUE ACCOUNT	INVESTMENT TYPE	ISSUER	COST VALUE	MARKET VALUE	CURRENT YIELD	MATURITY DATE
So Tahoe JPFA Lease Rev Bonds 2023 A						
Project Fund	Dreyfus Gov Sec CM Inst 227 / U.S. Treasury Bill	Dreyfus	20,123,151	20,123,151	4.10%	N/A
Principal	Dreyfud Gov Sec MC Inst 227	Dreyfus	1	1	3.85%	N/A
Lease Revenue Fund	Dreyfus Gov Sec CM Inst 227	Dreyfus	3,656	3,656	4.10%	N/A
Interest	Dreyfud Gov Sec MC Inst 227	Dreyfus			4.15%	N/A
Cost of Issuance Account	Dreyfus Gov Sec CM Inst 227	Dreyfus	31	31	4.09%	N/A
So Tahoe JPFA Ref Lease Rev Bonds 2016 A						
Lease Revenue Fund	Blackrock Treasury Trust	Bank of New York Mellon	72	72	4.17%	N/A
Interest	Blackrock Treasury Trust	Bank of New York Mellon	182	182	4.16%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	2,492	2,492	4.16%	N/A
Reserve	Assured Guaranty Municipal	Bank of New York Mellon	-	2	0.00%	N/A
So Tahoe JPFA Parking Rev Bonds 2013						
Debt Service Account	Blackrock Treasury Trust	Bank of New York Mellon	17,285	17,285	0.00%	N/A
So Tahoe JPFA Ref Rev Bonds 2014 A, 2015 A, 2017 A						
Revenue Fund	Blackrock Treasury Trust	Bank of New York Mellon	1,975	1,976	4.16%	N/A
Interest	Blackrock Treasury Trust	Bank of New York Mellon	5,771	5,771	4.16%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	7,062	7,062	4.16%	N/A
Surplus	Blackrock Treasury Trust	Bank of New York Mellon	4,730	4,730	4.16%	N/A
So Tahoe JPFA (RPA 1) Reserve	Blackrock Treasury Trust	Bank of New York Mellon	5,567,741	5,567,741	4.16%	N/A
Successor Agency to the So Tahoe RDA, CFD 2001-1, Refdg Series 2015						
Special Tax	Blackrock Treasury Trust	Bank of New York Mellon	267	267	4.16%	N/A
Interest	Blackrock Treasury Trust	Bank of New York Mellon	13,746	13,746	4.16%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	593	593	4.17%	N/A
Reserve	Blackrock Treasury Trust	Bank of New York Mellon	619,671	619,671	4.16%	N/A
Surplus	Blackrock Treasury Trust	Bank of New York Mellon	1,204	1,204	4.16%	N/A
City of South Lake Tahoe 2014 Pension Obligation Bonds						
Interest	Blackrock Treasury Trust	Bank of New York Mellon	5,540	5,540	4.16%	N/A
Principal	Blackrock Treasury Trust	Bank of New York Mellon	8	8	4.15%	N/A
City of So Lake Tahoe 2012 COPS, Road Improvmt.						
Lease Payment Fund	First American Govt Obligation Fund/Money Mkt	US Bank	15,978	15,978	3.81%	N/A
Reserve Account	First American Govt Obligation Fund/Money Mkt	US Bank	376,881	376,881	3.81%	N/A
		TOTAL	26,768,037	26,768,040		

Valuation is based upon the valuations contained in the monthly statements provided by the trust departments of the fiscal agents.


City of South Lake Tahoe
Operations Cash Investment Portfolio
Market Value as June 30, 2025
Government Agency
35%
Medium Term
Certificate of Dep
1%
LAIF
64%

CITY OF SOUTH LAKE TAHOE
CASH REPORT
JUNE 30, 2025

FUND #	FUND NAME	OPERATIONS CASH BALANCE	FISCAL AGENT CASH BALANCE	TOTAL CASH BALANCE	SUBTOTAL BY CATEGORY OPERATIONS	SUBTOTAL BY CATEGORY FISCAL AGENT	TOTAL CASH BALANCE
100	General Fund	32,957,973.63		$32,957,973.63			
102	Measure S - Sales Tax	989,282.85		$989,282.85	$33,947,256	$0	$33,947,256
201	Gas Tax 2105	1,159,568.02		$1,159,568.02			
207	Snow Removal	723,505.95		$723,505.95			
208	Snow Removal - Equipment Replac	470,847.28		$470,847.28			
210	Vehicle Replacement	170,866.92		$170,866.92			
211	Police Vehicle Replacement	(8,231.88)		($8,231.88)			
213	Fire Vehicle Replacement	406,289.28		$406,289.28			
215	Disaster Relief/Prep	(203,600.96)		($203,600.96)			
216	Transit Center	116,730.65		$116,730.65			
217	Arts Program	55,165.12		$55,165.12			
218	VHR Program	394,801.27		$394,801.27			
220	Parks and Recreation	11,894,558.39		$11,894,558.39			
221	Ice Arena	37,648.20		$37,648.20			
222	Fire Safety Sales Tax	864,125.99		$864,125.99			
223	Cannabis Program	992,078.85		$992,078.85			
224	PEG Programming	312,176.21		$312,176.21			
229	DUI/Traffic Safety Grant	4,713.74		$4,713.74			
230	Local Law Enforcement	0.32		$0.32			
231	AB3229 COPS	310,654.83		$310,654.83			
232	Safety Sales Tax	408,104.50		$408,104.50			
233	Forfeiture - State Fund	41,277.97		$41,277.97			
235	Forfeiture - Justice Fund	66,043.18		$66,043.18			
236	EMS - JPA	65,215.46		$65,215.46			
237	Boat Patrol - Grant	(16,121.07)		($16,121.07)			
238	Domestic Violence (DVRT) Grant	42,021.86		$42,021.86			
240	Solid Waste AB939	(35,896.18)		($35,896.18)			
241	Clean Community	37,969.45		$37,969.45			
242	Vehicle Abatement	226,688.78		$226,688.78			
243	Nuisance Abatement	215,350.55		$215,350.55			
244	Solid Waste JPA	1,069,506.74		$1,069,506.74			
245	Storm Water Mgmt/Sweeping	344,777.51		$344,777.51			
250	Hsng&ED - Work Force Housing	1,382,653.06		$1,382,653.06			
251	Hsng & Ed - Home	1,286,710.43		$1,286,710.43			
252	Hsng & Ed - CDBG	130,141.12		$130,141.12			
253	Hsng & Ed - Administration	426,716.86		$426,716.86			
255	CDBG Program Income Loans	157,532.53		$157,532.53			
256	CDBG Economic Development	(135,215.04)		($135,215.04)			
258	Calhome Loan Repayments	141,960.36		$141,960.36			
262	RDA Low Income Housing Fund	291,067.18		$291,067.18			
263	TOT Revenue Fund	1,939,811.25		$1,939,811.25			
270	General Plan/Community Plan	561,861.49		$561,861.49			
271	Building Permit Fees	2,005,732.97		$2,005,732.97			
280	Ski Run Business Improvement	9,756.87		$9,756.87			
281	Measure S Maintenance Fund	70,335.30		$70,335.30			
284	Measure S City Maintenance	409,020.32		$409,020.32			
285	Tourism Improvement District (TID)	228,032.20		$228,032.20			
290	Settlement Proceeds Sfty Programs	591,772.88		$591,772.88	$29,664,727	$0	$29,664,727
301	City CIP	31,793,532.92		$31,793,532.92			
303	City CIP - Reg.Surf.Transp.Progr	213,563.87		$213,563.87			
306	Rehab Water Quality Projects	2,746.00		$2,746.00			
310	Long term Capital Replacement	185,274.08		$185,274.08			
311	Campground Capital Outlay	397,812.61		$397,812.61			
320	Housing - CIP Projects	295,058.89		$295,058.89	$32,887,988	$0	$32,887,988
401	City Debt Service	4,628,478.35	20,527,993.32	$25,156,471.67	$4,628,478	$20,527,993	$25,156,472
501	Airport	1,696,451.61		$1,696,451.61			
510	Parking Management Bellamy	334,340.21		$334,340.21			
515	Parking Management Plan	20,263.63		$20,263.63			
520	Parking Garage	1,581,038.72	17,285.32	$1,598,324.04			
550	Transit - Stage	606,102.26		$606,102.26	$4,238,196	$17,285	$4,255,482
601	Self Insurance - Health, Vision, Den	163,844.41		$163,844.41			
602	Self Insurance - Workers Comp	8,332,697.15		$8,332,697.15			
604	Payroll	781,168.89		$781,168.89			
605	Health Insurance Savings	37,246.72		$37,246.72	$9,314,957	$0	$9,314,957
701	Trust	917.00		$917.00			
704	Athletic Facilities - Parks & Rec	20,000.00		$20,000.00			
707	Park Avenue CFD Fund	1,340,055.32	635,481.05	$1,975,536.37			
711	Bijou ECP CFD	169,723.05		$169,723.05			
712	Harrison Avenue CFD	269,988.81		$269,988.81			
725	RD Obligation Retirement Fund	6,045,855.00	5,587,280.39	$11,633,135.39			
751	Special Assessment District	4,572.00		$4,572.00			
762	Tahoe Transportation Authority	3,416.00		$3,416.00	$7,854,527	$6,222,761	$14,077,289
	Total Cash and Investments	$122,536,130.69	$26,768,040.08	$149,304,170.77	$122,536,131	$26,768,040	$149,304,171

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 7

Agenda Item: Agreement with Freemotion Fitness, Inc. for Purchase and Installation of Exercise Equipment for New Multigenerational Recreation and Aquatic Center

Executive Summary: On March 25, 2025, City Council approved $1,470,531 towards the procurement of furniture, fixtures and equipment (FF&E) for the new Recreation & Aquatics Center. The new Recreation & Aquatics Center will have an exercise room that requires furnishing the space with workout equipment. Staff worked with Freemotion to identify a variety of exercise equipment options that will serve the needs of multigenerational patrons. Freemotion provided staff with a quote for $120,021.47 for the purchase, delivery and installation of the equipment needed to furnish the exercise room.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Professional Services Agreement with Freemotion FItness, Inc. in the amount of $120,021.47 for the purchase, delivery and installation of the exercise equipment for the new Multigenerational Recreation and Aquatic Center.

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

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

Attachments:

01-Staff Report-Freemotion Equipment Purchase for for Rec Center.docx
02-Agreement with Freemotion 8.25.25.docx
03-Freemotion Quote.pdf
04-Agreement-Freemotion-and-CCOG-Master-2021.09.01-Executed.pdf

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

Meeting Date: September 9, 2025

Title: Approval of Professional Services Agreement with Freemotion Fitness to Purchase and Install Exercise Equipment at the New Rec Center

Location: Citywide

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

Background: On March 25, 2025, City Council approved $1,470,531 towards the procurement of furniture, fixtures and equipment (FF&E) for the new Recreation & Aquatics Center. The new Recreation & Aquatics Center will have an exercise room that requires furnishing the space with workout equipment. Staff worked with Freemotion to identify a variety of exercise equipment options that will serve the needs of multigenerational patrons. Freemotion provided staff with a quote for $120,021.47 for the purchase, delivery and installation of the equipment needed to furnish the exercise room.

Issue and Discussion: Freemotion holds a cooperative agreement with Equalis Group numbered #COG-2120A for this exercise equipment that allows public sector entities to utilize their master agreement to procure this equipment.

Freemotion will provide the equipment, delivery and installation.

Financial Implications: The total cost of the equipment, delivery and installation is not to exceed $120,021.47, as outlined in the attached Professional Service Agreement. The project will be funded from the New Rec Center FF&E Account 301-70023.

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

Policy Implications: This action is consistent with the 2025-2030 Strategic Plan Strategic Priority 7.1 complete the new Recreation and Swim Complex and maintain the current complex in the meantime and 7.7 Continue to improve access for people of all abilities to all public spaces.

ACITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 9 day of September 2025 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Freemotion Fitness ("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 provide equipment and, where applicable, 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 reasonable investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for one year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$120,021.47** 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. Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

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

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

5. Method of Payment. Consultant shall submit billings to City in accordance with this Agreement. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

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

7. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed and equipment provided up to the effective date of termination, and City shall be entitled to all work performed to that date.

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

8. Ownership of Documents.

All plans, studies, documents and other writings, including working notes and internal documents, prepared by Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, that is intended for the City, shall become the property of City upon payment to Consultant for such work, and City shall have the right to use such materials in its discretion without further compensation to Consultant or to any other party.

9. Consultant's Books and Records.

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

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

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

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

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

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

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

11. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in the real property covered by this Agreement and shall not acquire any direct or indirect interest in the real property. 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 not serve in a staff capacity and will conduct research and arrive at conclusions with respect to their 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. 18700.3(a)].

12. Performance Standards. Consultant shall perform its obligations under this Agreement in accordance with applicable legal requirements and industry standards.

13. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out their 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.

14. Licenses. Consultant represents and warrants to City that it has all applicable 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. If Consultant will be physically present in the City of South Lake Tahoe to perform some or all of the services, 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.

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 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 or breach of this Agreement by the City.

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 their 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. An endorsement providing completed operations coverage for the City, ISO form CG 20 37 (or equivalent) is also required.

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. 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. 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.

c. 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: Jackie Trammell, Freemotion Territory Manager

1500 South 1000 West, Logan UT 84321

17. Assignment. Assignment of any rights, duties or obligations under this Agreement will be permitted only with the express written consent of City. If Consultant subcontracts equipment installation, Consultant shall remain fully responsible to City for all acts or omissions of the subcontractor.

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 ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race, religion, reproductive health decision making, sex/gender, or sexual orientation. 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.

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. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. Authority. 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:	FREEMOTION FITNESS:
By_____	By _____
City Manager	Jackie Trammell, Freemotion Territory Manager
Date _____	Date _____
	Business License # _____

APPROVED AS TO FORM:

By_____ Date _____

City Attorney

ATTEST:

By_____ Date _____

City Clerk

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

Freemotion will provide and install the following pieces of exercise equipment in the new Recreation & Aquatics Center:

- 2 Freemotion b22.7 CoachBikes with 22 inch HD Touchscreen w/ Warranty Extension 3-year parts and labor
- 1 Freemotion e22.9 Total Body Elliptical 22 in HD Touchscreen w/ Warranty Extension 3-year parts and labor
- 2 Freemotion i22.9 Incline Trainer 22 in HD Touchscreen w/ Warranty Extension 3-year parts and labor
- 1 Freemotion i22.9 Recumbent Bike 22 in HD Touchscreen w/Warranty Extension 3-year parts and labor
- 3 Freemotion Free Weights Adjustable Bench
- 1 Freemotion Free Weights Preacher Curl
- 1 Freemotion Free Weights 45 Degree Back Extension
- 1 Freemotion Free Weights Dip Chin/Ab Frame
- 1 Freemotion Free Weights Smith Machine
- 1 Freemotion Free Weights Abdominal Bench
- 2 Freemotion Racks Twin Tier Dumbbell Rack
- 1 Freemotion EPIC Selectorized Leg Extension
- 1 Freemotion EPIC Selectorized Leg Extension
- 1 Freemotion EPIC Selectorized Leg Curl
- 1 Freemotion EPIC Selectorized Leg Press
- 1 Freemotion EPIC Selectorized Hip Adduction/Abduction
- 1 Freemotion EPIC Selectorized Dip/Chin Assist
- 1 Freemotion GENESIS DS Chest/Shoulder
- 1 Freemotion Genesis DS Abdominal Biceps
- 1 Freemotion Genesis DS Quad/Hamstring
- 1 Freemotion Genesis DS Lift/Step
- 1 Freemotion Genesis DS Multi Pull Press
- 1 Freemotion Genesis Dual Cable Cross
- 1 Freemotion Genesis DCC Accessory Holder
- 1 Freemotion Racks Pro Half Rack
- 1 Freemotion Free Weights Glute Ham Developer
- 1 Freemotion FitRig 6 ft Monkey Bar Rig
- 1 Freemotion FitRig Attachments Dip Station
- 1 Freemotion FitRig Attachments Landmine Basic

- 1 Freemotion FitRig Attachments Ball Target
- 1 Freemotion FitRig Attachments D Handle
- 2 Freemotion FitRig Attachments Plate Storage Peg Fixed
- 1 Freemotion FitRig Attachments Single Bar Frame Storage
- 1 Freemotion Attachments Plyo Step
- 1 Freemotion FitRig Attachments Dumbbell Storage Tray
- 1 Freemotion FitRig Attachments Kettlebell Storage Tray
- 1 Freemotion FitRig Attachments Ball Storage Tray
- 1 Freemotion FitRig Attachments Shackle w/Threaded Connecting Link
- 1 XP Urethane Dumbbell 5-50 lbs set (10 Pairs)
- 1 XP Urethane Dumbbell Set 55 – 100 lbs (10 Pairs)
- 1 Freemotion EPIC Plate Loaded Rear Kick
- 1 Concept2 Rower Model D
- 1 Concept2 SkiErg

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	**$92,208.00**
Tax:	**$8,692.43**
Install:	**$7,134.00**
Freight:	**$11,987.04**
TOTAL (not to exceed)	**$120,021.47**

TIMELINE

- **Full payment upon delivery and installation.**
- **Delivery & installation following issuance of Temporary Occupancy Permit (Date to be Determined in January or February 2026)**

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:
Jackie Trammell, Freemotion Territory Manager

By:_____

QUOTE

RemitTo	Contact	Territory Manager
Freemotion Fitness PO Box 7410479 Chicago, IL 60674-0479 United States	Amanda Peterson PH: (435) 786-5888 amanda.peterson@ifit.com	Jackie Trammell PH: (206) 746-8316 jackie.trammell@ifit.com
SoldTo	**ShipTo**	**BillTo**
CITY OF SO LAKE TAHOE ATTN: John Stark 1180 Rufus Allen Blvd. S Lake Tahoe, CA, 96150 USA	CITY OF SO LAKE TAHOE Attn: John Stark 1180 Rufus Allen Blvd. S Lake Tahoe, CA 96150 USA PH: jstark@cityofstl.us	CITY OF SO LAKE TAHOE 1180 Rufus Allen Blvd. S Lake Tahoe, CA 96150 USA

Quote #
Q-43261
Customer #
Quote Created
4/11/2025
Quote Expires
9/26/2025
Quote Terms*
Commercial

Qty	Model #	Description	List Price	Unit Price	Ext. Price
2	FMEX84821	Freemotion b22.7 CoachBike™_ 22 in HD Touchscreen_iFit_120/220V	USD 8,499.00	USD 4,610.00	USD 9,220.00
2	UTCOMEB4002	Freemotion Warranty Extension_Bike 3yr Parts & Labor	USD 399.00	USD 0.00	USD 0.00
1	FMEL84420	Freemotion e22.9 Total Body Elliptical_22 in HD Touchscreen.	USD 10,849.00	USD 0.00	USD 0.00
1	UTCOMEB5002	Freemotion Warranty Extension_e22.9 3yr Parts & Labor	USD 499.00	USD 0.00	USD 0.00
2	FMTK74819M1-30	Freemotion i22.9 Incline Trainer_22 in HD Touchscreen_iFit.,_110V_Imperial,; Flat Black Frame	USD 13,999.00	USD 7,830.00	USD 15,660.00
2	UTCOMIT6002	Freemotion Warranty Extension_i22.9 3yr Parts & Labor	USD 999.00	USD 0.00	USD 0.00
1	FMEX82520	Freemotion r22.9 Recumbent Bike_22 in HD Touchscreen_iFit.	USD 8,399.00	USD 0.00	USD 0.00
1	UTCOMEB4002	Freemotion Warranty Extension_r22.9 3yr Parts & Labor	USD 399.00	USD 0.00	USD 0.00
3	EF203-03	Freemotion Free Weights_Adjustable Bench; Black River Frame, Black Upholstery	USD 1,599.00	USD 0.00	USD 0.00
1	EF205-03	Freemotion Free Weights_Preacher Curl; Black River Frame, Black Upholstery	USD 1,499.00	USD 0.00	USD 0.00
1	EF206-03	Freemotion Free Weights_45° Back Extension; Black River Frame, Black Upholstery	USD 1,599.00	USD 0.00	USD 0.00
1	EF207-03	Freemotion Free Weights_Dip Chin/Ab; Black River Frame, Black Upholstery	USD 3,199.00	USD 1,330.00	USD 1,330.00
1	EF211A-03	Freemotion Free Weights_Smith Machine; Black River Frame	USD 6,299.00	USD 2,985.00	USD 2,985.00

- Quote valid until date listed above. Please sign and return to the contact listed above to place your order.
- The Freemotion Cable Cross, Chest & Shoulder are ADA compliant/wheelchair accessible. A maximum tax credit of $5,000 per year may be applicable. Reference Section 44 of the IRS tax code.

Qty	Model #	Description	List Price	Unit Price	Ext. Price
1	EF213-03	Freemotion Free Weights_Abdominal Bench; Black River Frame, Black Upholstery	USD 1,899.00	USD 0.00	USD 0.00
2	EF209-03	Freemotion Racks_Twin Tier Dumbbell Rack; Black River Frame	USD 1,799.00	USD 0.00	USD 0.00
1	EF210-03	Freemotion Racks_Barbell Rack; Black River Frame	USD 1,499.00	USD 0.00	USD 0.00
1	ES801-03	Freemotion EPIC Selectorized_Leg Extension; Black River Frame, Black Upholstery	USD 5,799.00	USD 2,990.00	USD 2,990.00
1	ES803-03	Freemotion EPIC Selectorized_Leg Curl; Black River Frame, Black Upholstery	USD 5,999.00	USD 2,840.00	USD 2,840.00
1	ES804-03	Freemotion EPIC Selectorized_Leg Press; Black River Frame, Black Upholstery	USD 8,799.00	USD 4,835.00	USD 4,835.00
1	ES809-03	Freemotion EPIC Selectorized_Hip Adduction / Hip Abduction; Black River Frame, Black Upholstery	USD 6,399.00	USD 3,400.00	USD 3,400.00
1	ES812-03	Freemotion EPIC Selectorized_Dip/Chin Assist; Black River Frame	USD 6,999.00	USD 3,400.00	USD 3,400.00
1	GD500-03	Freemotion GENESIS DS_Chest / Shoulder; Black River Frame	USD 6,799.00	USD 3,070.00	USD 3,070.00
1	GD501-03	Freemotion GENESIS DS_Abdominal / Biceps; Black River Frame	USD 7,799.00	USD 3,180.00	USD 3,180.00
1	GD502-03	Freemotion GENESIS DS_Lat Pulldown / High Row; Black River Frame	USD 7,999.00	USD 3,280.00	USD 3,280.00
1	GD503-03	Freemotion GENESIS DS_Quad / Hamstring; Black River Frame	USD 6,299.00	USD 3,080.00	USD 3,080.00
1	GD504-03	Freemotion GENESIS DS_Lift / Step; Black River Frame	USD 6,999.00	USD 3,560.00	USD 3,560.00
1	GD505-03	Freemotion GENESIS DS_Multi-Pull Press; Black River Frame	USD 6,799.00	USD 3,110.00	USD 3,110.00
1	G624-03	Freemotion GENESIS_Dual Cable Cross; Black River Frame	USD 9,499.00	USD 4,870.00	USD 4,870.00
1	G24AH	Freeemotion_GENESIS_DCC Accessory Holder	USD 239.00	USD 0.00	USD 0.00
1	FMDY704003-03	Freemotion Racks_Pro Half Rack; Black River Frame	USD 6,299.00	USD 3,065.00	USD 3,065.00
1	FMDY709072-03	Freemotion Free Weights_Glute-Ham Developer; Black River Frame	USD 3,799.00	USD 1,890.00	USD 1,890.00
1	FMDY6MBR-03	Freemotion FitRig_6-ft / 1.8 m Monkey Bar Rig; Black River Frame	USD 6,999.00	USD 3,060.00	USD 3,060.00
1	FMFR85020	Freemotion FitRig Attachments_Dip Station	USD 599.00	USD 202.00	USD 202.00
1	FMFR86620	Freemotion FitRig Attachments_Landmine - Basic	USD 249.00	USD 82.00	USD 82.00
1	FMFR86220	Freemotion FitRig Attachments_Ball Target w/ Logo (22 in / 55.8 cm)	USD 699.00	USD 153.00	USD 153.00
1	FMFR85520	Freemotion FitRig Attachments_D-Handle	USD 199.00	USD 69.00	USD 69.00
2	FMFR85320	Freemotion FitRig Attachments_Plate Storage Peg - Fixed	USD 199.00	USD 80.00	USD 160.00
1	FMFR86120	Freemotion FitRig Attachments_Single Bar Frame Storage	USD 199.00	USD 80.00	USD 80.00
1	FMFR85920	Freemotion FitRig Attachments_Plyo Step	USD 799.00	USD 213.00	USD 213.00

- Quote valid until date listed above. Please sign and return to the contact listed above to place your order.
- The Freemotion Cable Cross, Chest & Shoulder are ADA compliant/wheelchair accessible. A maximum tax credit of $5,000 per year may be applicable. Reference Section 44 of the IRS tax code.

Qty	Model #	Description	List Price	Unit Price	Ext. Price
1	FMFR85620	Freemotion FitRig Attachments_Dumbbell Storage Tray (6 ft / 1.8 m)	USD 699.00	USD 230.00	USD 230.00
1	FMFR85820	Freemotion FitRig Attachments_Kettlebell Storage Tray (6 ft / 1.8 m)	USD 899.00	USD 241.00	USD 241.00
1	FMFR85420	Freemotion FitRig Attachments_Ball Storage Tray (6 ft / 1.8 m)	USD 549.00	USD 142.00	USD 142.00
1	FMFR86020	Freemotion FitRig Attachments_Shackle w/ Threaded Connecting Link	USD 249.00	USD 106.00	USD 106.00
1	ZXP-DBPU-1762-G	XP Urethane Dumbbell 5-50lbs Set (10 Pairs - 550lbs)	USD 1,975.00	USD 1,975.00	USD 1,975.00
1	ZXP-DBPU-1763-G	XP Urethane Dumbbell 55-100lbs Set (10 Pairs - 1,550lbs)	USD 5,450.00	USD 5,450.00	USD 5,450.00
1	EF309-33	Freemotion EPIC Plate Loaded_Rear Kick; Textured Black Frame, Black Upholstery	USD 2,999.00	USD 2,050.00	USD 2,050.00
1	PB-2004-MD-BLK	Concept2 Rower, Model D, Black	USD 1,500.00	USD 1,200.00	USD 1,200.00
1	PB-2009-01	Concept2 SkiErg	USD 1,300.00	USD 1,030.00	USD 1,030.00

Subtotal:	**USD 92,208.00**
Tax:	USD 8,692.43
Install:	USD 7,134.00
Freight:	USD 11,987.04
Total Units:	40
Total:	**USD 120,021.47**

Notes/Other Info:
Payment will be made upon completion of install.

- Quote valid until date listed above. Please sign and return to the contact listed above to place your order.
- The Freemotion Cable Cross, Chest & Shoulder are ADA compliant/wheelchair accessible. A maximum tax credit of $5,000 per year may be applicable. Reference Section 44 of the IRS tax code.

Equalis Contract COG-2120A.

Model #	Color Type	Color
FMTK74819	Frame Color	Flat Black
EF203	Frame Color	Black River
EF203	Upholstery Color	Black
EF205	Frame Color	Black River
EF205	Upholstery Color	Black
EF206	Frame Color	Black River
EF206	Upholstery Color	Black
EF207	Frame Color	Black River
EF207	Upholstery Color	Black
EF211	Frame Color	Black River
EF213	Frame Color	Black River
EF213	Upholstery Color	Black
EF209	Frame Color	Black River
EF210	Frame Color	Black River
ES801	Frame Color	Black River
ES801	Upholstery Color	Black
ES803	Frame Color	Black River
ES803	Upholstery Color	Black
ES804	Frame Color	Black River
ES804	Upholstery Color	Black
ES809	Frame Color	Black River
ES809	Upholstery Color	Black
ES812	Frame Color	Black River
GD500	Frame Color	Black River
GD500	Upholstery Color	Black
GD501	Frame Color	Black River
GD501	Upholstery Color	Black
GD502	Frame Color	Black River
GD502	Upholstery Color	Black
GD503	Frame Color	Black River
GD504	Frame Color	Black River
GD505	Frame Color	Black River
GD505	Upholstery Color	Black
G624	Frame Color	Black River
FMDY704003	Frame Color	Black River
FMDY709072	Frame Color	Black River
FMDY709072	Upholstery Color	Black
FMDY6MBR	Frame Color	Black River

Quote #	Q-43261	Quote Total	USD 120,021.47

Signature:

_____

Date:

_____

Your signature indicates that the EQUIPMENT, COLOR and ADDRESS information on this quote are correct. Please sign and return all pages to the contact listed above to place your order.

Thank you for your purchase of Freemotion equipment. If you have elected to pay any portion of this order with a credit card, your signature on this document will authorize your card to be charged as per our credit card terms and conditions. Charges will appear under the name 'ICON AR' on your credit card statement.

Net 30 day terms on approved credit for customers without prior existing terms.

- Quote valid until date listed above. Please sign and return to the contact listed above to place your order.
- The Freemotion Cable Cross, Chest & Shoulder are ADA compliant/wheelchair accessible. A maximum tax credit of $5,000 per year may be applicable. Reference Section 44 of the IRS tax code.

FREEMOTION FITNESS TERMS AND CONDITIONS

The goods listed on the face of this Customer Order have been sold to you ("Buyer") subject to the terms and conditions set forth herein, all of which you agree to by your acceptance of such goods. Additionally, all future orders placed by FreeMotion Fitness ("FMF") will be accepted only on the following terms and conditions, all of which you, as Buyer, accept and agree to by the placement of such orders.

1) Prior Written Contract. To the extent that these terms and conditions are covered by a prior written contract signed by FMF and Buyer, the terms and conditions in that contract are intended to govern, excepting terms of payment, which shall be governed by the installment sale provisions on the face of the Customer Order. To the extent that the order being supplied by this invoice is not expressly covered by a prior written contract, this invoice contains all of the terms and conditions with respect to the sale and purchase of the goods named herein. If any of the provisions of the Buyer's purchase order or other unsigned writings are in conflict with the terms and conditions of this invoice, the terms and conditions of this invoice shall govern.

2) Buyer's Duty to Inspect and Claims for Loss or Damage in Shipping. Buyer must immediately inspect all goods for shortages, conformity with order and defects. All goods claimed to be defective shall be held for inspection by FMF. Claims for shortage or deductions for erroneous charges must be presented within fifteen (15) days after receipt of the goods or they will be disallowed. No goods will be taken back and credited or replaced unless authorization for return has been given by FMF's Customer Service Department. Claims for goods damaged in shipment must be made directly with the carrier.

3) Acceptance of Goods and Returns. Buyer shall be deemed to have accepted all goods covered by this invoice if Buyer fails to reject and return the goods within fifteen (15) days of the receipt of goods. If Buyer chooses to reject any of the goods covered by this invoice, for whatever reason, Buyer must first notify FMF. No returns will be accepted after (15) days from receipt of goods or received by FMF over thirty (30) days after initial delivery to buyer. Buyer agrees to pay FMF (a) restocking fee of 20% of the sales price of the returned items, and (b) all shipping charges, including return shipping costs.

4) Deliveries. The acceptance of shipment by the Buyer when the goods are delivered by a common carrier, licensed public Driver, Buyer's own or leased carrier, or by FMF's own or leased carrier shall constitute a delivery.

(a) In the instance of goods held subject to the Buyer's instruction, or for which the Buyer has failed to supply shipping instructions, or in any case where FMF, in its sole discretion, determines that any part of the goods purchased by the Buyer should be held for Buyer's account, FMF may invoice the goods and Buyer agrees to make payment at the maturity of the invoice so rendered. Goods invoiced and held at any location for whatever reason shall be at Buyer's risk and FMF may charge for insurance and storage at prevailing rates.

(b) No freight, express or delivery charges shall be subject to discount.

(c) Delivery of a quantity which does not vary more than ten percent (10%) greater or less than the quantity ordered shall constitute compliance under the Customer's Purchase Order.

(d) Partial delivery shall be accepted by the Buyer and paid at contract terms and prices. All sample requirements furnished on this order shall be charged for by FMF and paid for by the Buyer. Delay in delivering samples or other sample requirements shall not constitute a breach of this invoice. Delivery or tender of delivery of any installment within fifteen (15) days after the time specified therefore shall be deemed timely delivery. Thereafter, shipment or tender of delivery prior to receipt of written cancellation shall constitute good delivery. Any defect in quality or delays in delivery shall not affect the balance of this invoice. Any delivery not in dispute shall be paid for on the due date, without offset, defense or counterclaims and regardless of controversies relating to other delivered and undelivered merchandise. Where the Buyer has declared or manifested an intention that it will not accept delivery in accordance with the provisions of this invoice, no tender shall be necessary but FMF may at its option give notice in writing to the Buyer that FMF is ready and willing to deliver in accordance with the provisions of the invoice and such notice shall constitute a valid tender of delivery.

5) Time of the Essence. FMF shall not be liable for default in delivery or delays in shipment for any cause beyond FMF's reasonable control. Buyer requested changes may result in additional charges. FMF will refund Must On Service charges if date requested cannot be met.

6) Risk of Loss. Buyer bears the risk of loss for any specialty items or goods ordered and not readily saleable by FMF to other parties from the time they leave FMF's facilities and are placed with a carrier for shipment to Buyer. Risk of loss as to other goods will be governed by applicable provisions of the Utah Uniform Commercial Code. If a shipment is made FOB shipping point or if, at Buyer's request, freight is prepaid by FMF and invoiced to Buyer, Buyer bears all risk of loss for all goods covered by this invoice from the time they are placed with the carrier by FMF.

7) Purchase Money Security Interest. If the goods described on this invoice are delivered to Buyer without full payment therefore or through the extension of any credit by FMF to Buyer, FMF retains and Buyer hereby grants FMF a purchase money security interest in and to all the goods covered by this invoice to secure the payment of all amounts due hereunder, including principal, interest, freight charges and other expenses incurred by FMF in connection with the sale of the goods and collection of the amount due hereunder. The purchase money security interest granted herein shall be automatically perfected without filing pursuant to the Utah Uniform Commercial Code. Upon any default by Buyer under this invoice, FMF may declare immediately due and payable all amounts secured hereby.

8) Future Orders Placed with FMF. Future orders placed by Buyer with FMF shall be placed by Buyer and accepted by FMF subject to the terms and conditions contained herein, irrespective of any provisions contained in buyer's purchase orders. Upon FMF's acceptance of an order by Buyer, such order shall be non-cancelable.

9) Credit and Default. FMF may, at any time and from time to time, in it's sole discretion modify or cancel the credit of Buyer as to time and amount, and as a consequence may require and demand payment in cash before delivery of any unfilled portion of an invoice. Buyer shall be in default hereunder upon the occurrence of any of the following:

(a) Buyer fails to make payments when due;

(b) Buyer fails to perform any other obligations as required hereunder or under the invoice;

(c) Buyer becomes insolvent or makes any assignment for the benefit of creditors or a proceeding is initiated against Buyer alleging that Buyer is insolvent or is unable to pay Buyer's debts as they mature.

(d) The issuance of an attachment or garnishment or the filing of a lien against any of the goods subject hereof; or

(e) FMF shall deem itself insecure and Buyer fails to provide FMF with adequate assurance of Buyer's ability to perform.

10) Remedies. FMF shall be entitled to all the remedies of a secured party and seller under the Utah Uniform Commercial Code. Additionally, FMF shall be authorized and Buyer hereby grants FMF permission to enter upon any premises, leased or owned by Buyer, to recover possession of any goods received by Buyer from FMF for which FMF has not received payment.

11) Limited Warranty.

(a) FMF warrants to Buyer that for the period specified in the specifications after the date of invoice of the products ("**Warranty Period**"), that such products will materially conform to the published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. This Warranty Period applies only to the original Buyer only and is non-transferable. This Warranty Period may be terminated via misuse, abuse, or improper service, service by a non-certified FMF technician or installer, including moving the product, improper storage, storing the product on its side, or placing the product in a high-humidity environment including spa areas, pool areas, or outside.

(b) **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1(A), FMF MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(c) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the products. Third Party Products are not covered by the warranty in Section 1(a). For the avoidance of doubt, **FMF MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(d) FMF shall not be liable for a breach of the warranty set forth in Section 1(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to FMF within ten days of the time when Buyer discovers or ought to have discovered the defect; (ii) FMF is given a reasonable opportunity after receiving the notice to examine such products and Buyer (if requested to do so by FMF) returns such products to FMF's place of business at FMF's cost for the examination to take place there; and (iii) FMF reasonably verifies Buyer's claim that the products are defective.

(e) FMF shall not be liable for a breach of the warranty set forth in Section 1(a) if: (i) Buyer makes any further use of such products after giving such notice; (ii) the defect arises because Buyer failed to follow FMF's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products; or (iii) Buyer alters or repairs such products without the prior written consent of FMF.

(f) Subject to Section 1(d) and Section 1(e) above, with respect to any such products during the Warranty Period, FMF shall, in its sole discretion, either: (i) repair or replace such products (or the defective part) or (ii) credit or refund the price of such products at the pro rata contract rate provided that, if FMF so requests, Buyer shall, at FMF's expense, return such products to FMF.

(g) **THE REMEDIES SET FORTH IN SECTION 1(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND FMF'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 1(A).**

12) Limitation of Liability.

(a) **IN NO EVENT SHALL FMF BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FMF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL FMF'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE TIMES THE TOTAL OF THE AMOUNTS PAID TO FMF FOR THE PRODUCTS SOLD HEREUNDER or $100,000.000, WHICHEVER IS LESS.**

(c) The limitation of liability set forth in Section 2(b) above shall not apply to (i) liability resulting from FMF's gross negligence or willful misconduct and (ii) death or bodily injury resulting from FMF's acts or omissions.

13) Shortages. When in the opinion of FMF there is a period of shortages of supply or transportation for any reason, FMF may allocate its available supply among any and all of its various customers upon such basis as it shall deem fair and practical, with no liability on its part for failure to deliver the quantity or any portion therein specified.

14) Attorney's Fees and Costs of Collection. In the event Buyer fails to pay the invoice amount within the time specified or materially breaches any other provision of this invoice, Buyer shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by FMF prosecuting its rights hereunder.

15) Governing Law and Jurisdiction. This invoice, and all other matters relation hereto, including any matter or dispute arising out of the sale of the goods subject hereto, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and Buyer hereby consents to the exclusive jurisdiction of the First Judicial District Court in and for Cache County, State of Utah, to resolve any such disputes.

16) Amendments. This invoice may be amended at any time upon agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective. No waiver by FMF of any default or provision hereof shall be deemed a waiver of any other default or provision.

17) Taxes. All taxes and excises of any nature whatsoever now or hereafter levied by any governmental authority, whether federal, state or local, either directly or indirectly, upon the sale, use or transportation of any goods sold hereunder shall be paid and borne by Buyer.

Quote valid until date listed above. Please sign and return to the contact listed above to place your order.
The FreeMotion Cable Cross, Chest & Shoulder are ADA compliant/wheelchair accessible. A maximum tax credit of $5,000 per year may be applicable. Reference Section 44 of the IRS tax code.

This Agreement, # COG-2120A, entered into as of the first of September in the year of 2021.

MASTER AGREEMENT

between

Cooperative Council of Governments
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

and

Freemotion Fitness, Inc.
1500 South 1000 West
Logan, Utah 84321

and

Equalis Group LLC
5550 Granite Parkway, Suite 298
Plano, Texas 75024

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THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**" or "**Agreement**"), effective as of September 1, 2021 (the "**Effective Date**"), is entered into by and between The Cooperative Council of Governments, Inc., an Ohio non-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), Freemotion Fitness, Inc., a Utah corporation with its principal place of business at 1500 South 1000 West, Logan, Utah 84321 ("**Freemotion**"), and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Master Agreement, CCOG, Freemotion, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under **Section 501(c)(3)** of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued request for proposal ("**RFP**") #COG-2120 dated May 21, 2021 for contracting on behalf of Equalis Group Participants for fitness, exercise, and strength training equipment ("**Products & Services**") and awarded a contract to Freemotion as the lowest responsive and responsible bidder.

H. Freemotion desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

I. CCOG and Equalis agree to make the Products & Services from Freemotion available to Equalis Group Participants and Freemotion agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement, #COG-2120A.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

2.1. **Appendices**. Freemotion agrees to provide Products & Services to Program Participants as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Master Agreement and the appendices attached hereto and made a part of this Master Agreement (if one, an "**Appendix**" or more, "**Appendices**").

(i) **Appendix A** defines the Term of this Master Agreement and Addresses for Notices.

(ii) **Appendix B** sets forth the Products & Services and pricing available to Program Participants under this Master Agreement.

2.2. **Terms in Appendices.** In all cases where the terms of this Master Agreement and any Appendices disagree, the terms in the Appendix shall control.

2.3. **Personnel & Equipment**. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Freemotion. Freemotion agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.

2.4. **Rates & Charges**. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Freemotion agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in **Appendix B**.

SECTION 3. TERMS & CONDITIONS

3.1. **Confidentiality**.

(a) **Obligation**. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information in order to perform their respective obligations under this Master Agreement. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers who have a need to know such Information in order to perform their respective obligations with respect to this Master Agreement abide by the terms of these confidentiality obligations. The Parties shall be responsible for any breach of this **Section 3.1** by any of their respective employees, agents, subcontractors and suppliers. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires; provided that with respect to Information that constitutes a trade secret under applicable law, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

(b) **Exceptions**. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

3.2. Indemnification.

(a) **Freemotion Indemnification**. Except as otherwise provided herein and to the extent permitted by law, Freemotion shall indemnify, defend, and hold harmless ("**Indemnifying Party**") CCOG and Equalis, and their respective officers, directors, employees, agents, subcontractors, suppliers, and all Equalis Group Participants subject to this Master Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by third-party claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party arising out of or relating to this Master Agreement ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to Losses under this Master Agreement, the liability of the Indemnified Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, willful noncompliance with applicable laws, or strict products liability.

(b) **CCOG Indemnification**. Except as otherwise provided herein and to the extent permitted by law, CCOG shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Freemotion, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by third-party claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party arising out of or relating to this Master Agreement ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to Losses under this Master Agreement, the liability of the Indemnified Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or willful noncompliance with applicable laws.

(c) **Equalis Indemnification**. Except as otherwise provided herein and to the extent permitted by law, Equalis shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Freemotion, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by third-party claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party arising out of or relating to this Master Agreement ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to Losses under this Master Agreement, the liability of the Indemnified Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or willful noncompliance with applicable laws.

3.3. **Notice & Opportunity to Defend; Limitations & Thresholds**.

(a) **Notice; Opportunity**. If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.

(b) **Liability**. Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

(c) EXCEPT FOR LIABILITY FOR INDEMNIFICATION UNDER **SECTION 3.2(A)** OF THIS MASTER AGREEMENT, IN NO EVENT: (I) IS FREEMOTION LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF OR RELATING TO THIS MASTER AGREEMENT, REGARDLESS OF: WHETHER THE DAMAGES WERE FORESEEABLE; WHETHER OR NOT FREEMOTION WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED; AND (II) SHALL FREEMOTION'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO FREEMOTION SELLER UNDER THIS MASTER AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF CCOG'S OR EQUALIS' REMEDIES UNDER THIS MASTER AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(d) EXCEPT FOR THE WARRANTIES SET OUT UNDER FREEMOTION'S RFP RESPONSE AT SECTION 3.7 ("**WARRANTY**") OF ATTACHMENT A (ATTACHMENT A – PROPOSALS REQUIREMENTS & TECHNICAL SPECIFICATIONS) THEREOF, NEITHER FREEMOTION NOR ANY PERSON OR PARTY ON THE WINNING PARTY'S BEHALF HAS MADE OR MAKES FOR CCOG'S OR EQUALIS' BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (I) MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE, (III) TITLE OR (IV) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CCOG AND EQUALIS ACKNOWLEDGE THAT THEY HAVE NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY FREEMOTION, OR ANY OTHER PERSON OR PARTY ON THE WINNING PARTY'S BEHALF. Freemotion shall have no obligation under the Warranty set forth above if CCOG, Equalis, the relevant Program Participant(s) or the relevant Program Participant(s)' subject employee or contractor who is authorized to use the Products & Services (as the case may be): (i) fails to notify Freemotion in writing during the warranty period of a non-conformity; (ii) or uses, misuses, or neglects the Products & Services in a manner inconsistent with the Products & Services' specifications or use or maintenance directions, modifies the Products & Services or improperly installs, handles or maintains the Products & Services.

3.4. **Freemotion Insurance**. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Freemotion, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Freemotion's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of $1,000,000 per occurrence/$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or

expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Freemotion's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as additional insureds on Freemotion's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Freemotion shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Freemotion shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

3.5. **Termination Rights**. The Parties shall have the termination rights set forth below.

(a) **Insolvency**. If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

(b) **Mutual Consent**. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

(c) **Breach**. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in **Appendix A**.

3.6. **Effects of Termination**. Upon expiration or earlier termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate and all ordering documents for Products & Services under such Customer Agreement shall automatically terminate. Freemotion shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Freemotion shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, and subject to the confidentiality obligations set forth in Section 3.1, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner. Upon the expiration or earlier termination of this Agreement for any reason, (a) CCOG and Equalis shall cease to represent itself as authorized to make the Products & Services from Freemotion available to Equalis Group Participants, and shall otherwise desist from all conduct or representations that might lead the public to believe that CCOG and Equalis are authorized by Freemotion to make the Products & Services from Freemotion available; and (b) CCOG and Equalis shall promptly return or destroy (pursuant to Freemotion's instructions) all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on Information of Freemotion.

3.7. **Audit of Freemotion**. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data of Freemotion solely with respect to Freemotion's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained, unless such information is already available to CCOG and Equalis; provided, however, that (a) such inspections and audits will be (i) conducted upon reasonable notice to Freemotion and so as not to unreasonably interfere with Freemotion's business or operations, (ii) restricted to a reasonable scope and duration as agreed by the Parties prior to the start date, (iii)

conducted no more than twice each year of the Term and (iv) conducted at the sole costs and expense of CCOG and/or Equalis; (b) CCOG, Equalis and their respective auditors and accounting firms comply with Freemotion's security requirements; and (c) all information that is the subject of said inspections and audits, including books, records and computer data, and any and all results of said inspections and audits shall (i) be deemed and treated by CCOG, Equalis and their respective auditors and accounting firms as Information of Freemotion that is confidential and proprietary under Section 3.1(a) and (ii) constitute Freemotion's trade secrets under applicable law.

3.8. **Force Majeure**. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Freemotion, civil commotion, closing of the public highways not caused by Freemotion, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Freemotion may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

3.9. **Buy American requirement.** (for New Jersey and all other applicable States) Freemotion may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

3.10. **Notices**. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

3.11. **Waiver**. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

3.12. **Governing Law; Invalidity**. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

3.13. **Modification**. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

3.14. **Assignment**. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Freemotion and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Freemotion or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

3.15. **No Third-Party Beneficiaries; Survival of Representations**. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

3.16. **Entire Agreement**. This Master Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. In connection with entering into this Master Agreement, CCOG and Equalis specifically disclaim reliance on any and all oral or written representations, statements, warranties or covenants that are not contained in this Agreement. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Freemotion's complete and final RFP response is hereby incorporated into and made part of this Master Agreement. The Parties acknowledge that the relationship created under this Master Agreement is non-exclusive and (i) Freemotion may in its sole discretion sell its Products & Services, as defined in **Appendix B of the Master Agreement,** to any other person or party, including distributors, retailers and customers; and (ii) Equalis, in partnership with a public agency may in its sole discretion develop request for proposals and enter into Master and Administration Agreements with any other party, including organizations offering similar Products & Services, provided, however, that, and for clarification and without limiting the generality of **Section 3.1(a) of this Master Agreement**, no information of Freemotion that is confidential and proprietary under **Section 3.1(a) of this Master Agreement**, including (without limitation) information that constitutes Freemotion's trade secrets under applicable law, shall be disclosed to any such other party.

3.17. **Execution in Counterparts**. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

3.18. **Titles, Headings & Recitals**. The Preamble to this Master Agreement is hereby incorporated herein and made part of this Master Agreement. The Recitals stated within this Master Agreement are deemed to be a part of this Master Agreement. The titles and headings of the sections and paragraphs of this Master Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Master Agreement.

3.19. **Nondiscrimination & Intimidation**.

(a) Freemotion expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Freemotion, its subcontractors, or any person acting on a Freemotion's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) Freemotion expressly agrees that Freemotion, any of its subcontractors, or any person on behalf of Freemotion or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

(c) Freemotion expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

By: Scott A. Morgan
Scott A. Morgan (Oct 11, 2021 08:15 EDT)

Name: Scott A. Morgan

As: CCOG Board President

Date: Oct 11, 2021

FREEMOTION FITNESS, INC.

By: Chris McGill (Oct 12, 2021 08:55 MDT)

Name: Chris McGill

As: SVP Global Sales

Date: Oct 12, 2021

EQUALIS GROUP, LLC.

By: Eric Merkle

Name: Eric Merkle

As: SVP, Sourcing & Operations

Date: Oct 11, 2021

APPENDIX A: TERM OF AGREEMENT; NOTICES

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. The Term.

This Master Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Master Agreement will remain in effect for approximately five (5) years and expire on August 31, 2026 (the "**Termination Date**") unless extended or unless otherwise terminated or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed at any time by the mutual written consent of the Parties (each a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the "**Term**."

2. Addresses for Notices.

a. If to **CCOG**:

The Cooperative Council of Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

b. If to **FREEMOTION**:

Freemotion Fitness, Inc.
1500 South 1000 West
Logan, Utah 84321

and with copy to:

Freemotion Fitness, Inc.
Attn: Legal Department
1500 South 1000 West
Logan, UT 84321

c. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway, Suite 298
Plano, Texas 75024

APPENDIX B: PRODUCTS & SERVICES; PRICING

The following terms and conditions will apply to any purchase or utilization of the Products & Services from Freemotion. This Appendix may be modified at any time with the mutual written consent of Freemotion and Equalis.

1. Products & Services

Freemotion offers a wide array of fitness, exercise, strength training equipment and services including, but not limited to, the following:

(a) **Cardio machines**. Incline trainers, treadmills, ellipticals, stationary bikes, and indoor bikes.
(b) **Strength machines**. Cable based machines, free weights, racks and rigs.
(c) **Services**. Equipment layout and full CAD design layout, consultations, installation and shipping, inspection and trade-in, service and preventative maintenance and staff education as well as in-service training education that provides educational fitness continuing education credits.

The definition of Products & Services may be amended from time to time upon the mutual written agreement of Freemotion and Equalis.

Freemotion may add or make changes to Products & Services or remove Products & Services subject to Equalis Group's approval, that are the subject of this Master Agreement on notice to CCOG and Equalis, in each case, without obligation to modify or change any Products & Services previously delivered or to supply new Products & Services meeting earlier specifications.

2. Pricing for Products & Services

Pricing for Products & Services is made available in **Exhibit A – Contract Pricing**.

3. Price Adjustments

Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG, which approval shall not be unreasonably withheld or delayed, and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by a formal cost justification letter.

Freemotion must honor previous prices for thirty (30) days after approval and written notification from Equalis Group if requested.

It is Freemotion's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

Agreement - Freemotion and CCOG (Master) - 2021.09.01

Final Audit Report 2021-10-12

Created:	2021-10-06
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi8ejWy1TdaMLSSoryODhrv1NRLIAs6Fr

"Agreement - Freemotion and CCOG (Master) - 2021.09.01" History

Document created by David Robbins (drobbins@equalisgroup.org)
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2021-10-12 - 2:52:08 PM GMT- IP address: 66.249.84.203

Adobe Sign

Document e-signed by Chris McGill (chris.mcgill@freemotionfitness.com)

Signature Date: 2021-10-12 - 2:55:38 PM GMT - Time Source: server- IP address: 174.247.112.30

Agreement completed.

2021-10-12 - 2:55:38 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 8

Agenda Item: Grant of Temporary Construction Easements to Caltrans

Executive Summary: Caltrans is planning a road repair project on Highway 50 from Blue Lake Avenue to the Nevada state line. The road in this area is old and in poor condition, so crews will remove the damaged pavement and replace it with new pavement to make it last longer and improve safety. As part of the project, Caltrans will also add new signs, upgrade traffic systems, and improve sidewalks and ramps to make them easier and safer for everyone, including people with disabilities. Storm drains will also be fixed or replaced to help prevent flooding during storms. This project will make Highway 50 safer, smoother, and more accessible for all users.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Easement Agreements granting temporary construction easements to Caltrans for the U.S. Highway 50 Pavement Preservation Project as follows: Parcel No. 029-470-016 for $7,000; Parcel Nos. 027-081-002 -005 -006, and 029-150-012, -008, and -009 for $4,000; and Parcel No. 027-690-001 for $3,500, for a total amount of $14,500 to be paid to the City.

Responsible Staff Member: John Dickinson, Interim Public Works Director

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

Attachments:

01-Staff Report - CalTrans ROW Easements.docx
02-Easement Agreement APN 029-470-016.pdf
03-Easement Agreement APN 027-081-002, -5 & -6 and APN 029-150-012, -8 & -9.pdf
04-Parcel 38861- Right of Way Contract.pdf

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

Meeting Date: September 9, 2025

Title: Easement Agreements Caltrans

Locations: Lake Tahoe Blvd (U.S. 50) from Blue Lake Avenue to the Stateline

Responsible Staff Member: John Dickinson, Interim Public Works Director – (530) 542-6031

Background: Caltrans has programmed a project in the 2022 SHOPP program for the Pavement Preservation Program from Blue Lake Avenue to Stateline. This project aims to grind and pave the current pavement, which is in poor condition, extending from Trout Creek Bridge to the Nevada state line. The primary goal is to preserve and extend the pavement's service life. Additionally, the project aims to improve safety by addressing components of the Traffic Management System (TMS), adding more signage, complying with the Americans with Disabilities Act (ADA) by installing curb ramps and new sidewalks or replacing existing ones that do not meet current standards, and drainage upgrades at 29 culverts.

Issue and Discussion: Caltrans requires permanent and temporary construction easements (TCE) from the City to accomplish the project's goals. Other easements will be needed by other property owners as well. Caltrans may also require additional easements as the design progresses. Caltrans is requesting the execution of three easements from the city and is offering a fair market value, if executed by September 12, 2025 (including $1,000 in incentive pay for each location), for these easements at the following locations:

1. Parcel No. 029-470-016 – Fair Market Value at $7,000, Caltrans Parcel agreement number (38885-1, 2 and 3)
2. Parcel Nos. 027-081-002 (-005 & -006; and 029-150-012, -008 & -009) - Fair Market Value at $4,000, Caltrans Parcel agreement number (38861-1, 1-2, 1-3)
3. Parcel No. 027-690-001 Fair Market Value at $3,500, Caltrans Parcel agreement number (38860-1 and 2)

The total project cost is estimated at $27.1 million, and the State of California fully funds the project. The project is expected to begin construction by Spring 2027.

Financial Implications: Caltrans will pay the City the fair market value for these easements. The city is expected to incur no other costs. Proceeds will be deposited into the General Fund, under the Engineering Division's Easement Revenue account 100-03210-35337.

Environmental Considerations: Caltrans will complete an environmental clearance document for this work. This maintenance project is categorically exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(c) (Existing Facilities) because it involves the maintenance and minor alteration of an existing public highway involving negligible or no expansion of existing or former use.

Policy Implications: Cooperating with Caltrans will allow the design and construction of this project.

CONFIDENTIAL
This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

APN 029-470-016

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	ED	50	80.23	0J480 / 0319000289	SHOPP	N/A	CITY OF SOUTH LAKE TAHOE	38885-1, 2, 3

_____ ,California

_____ ,2025

CITY OF SOUTH LAKE TAHOE
Grantor

RIGHT OF WAY CONTRACT - STATE HIGHWAY

This Document No. 38885-1 in the form of an **EASEMENT DEED (E)** to the State of California, covering the property particularly described in the above instrument, and Document Nos. 38885-2, 3 in the form of **TEMPORARY CONSTRUCTION EASEMENTS (TCEs)** to the State of California, particularly described in Clause #11 below, covering the property as delineated on the attached maps identified as Exhibit "A" and Exhibit "B", has been executed and delivered to **JOSHUA DEGROODT**, Associate Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

   (B) Grantee requires said property described as Parcel Nos. **38885-1, 2 and 3** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

   (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

(E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.

2. The State shall pay the undersigned Grantor the sum of **$7,000.00 ($6,000.00 in Fair Market Value Just Compensation plus a $1,000.00 Incentive Payment as described in Clause 3 below)** for the property rights conveyed in this transaction.

3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2 above includes a payment of $1,000.00 as an incentive** to the Grantor for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the Initiation of Negotiations, which occurred on _____.

4. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 03, 703 B Street, Marysville, California, 95901.

5. The undersigned Grantor warrants that **CITY OF SOUTH LAKE TAHOE** is the owners in fee simple of the property affected by the Easement and TCEs conveyed in this transaction, and that **CITY OF SOUTH LAKE TAHOE**, has the exclusive right to grant these rights.

6. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.

7. State shall take title subject to all matters recorded and/or unrecorded.

8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

9. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the **Parcel No. 38885-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

11. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the TCEs, identified as Parcel Nos. **38885-2, 3**, for the period commencing on **April 16, 2026** and terminating on **December 1, 2028**. If said parcels are no longer necessary for construction purposes, these TCEs may be terminated prior to the above date by the Grantee upon written notice to the Grantor.

    The TCEs identified as Parcel Nos. **38885-2, 3** are needed to reconstruct the ADA curb ramps. Said easements shall be for a period of **thirty-two (32)** months.

    Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE areas shown on the map marked Exhibit "A" and "B" attached hereto and made a part hereof.

12. It is agreed and confirmed by the parties hereto that any grantor-owned improvement in the acquisition area damaged during construction, will be repaired or restored to the previous condition; or replaced in like kind by the State's contractor.

13. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2 includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantors in restoring the utility of his remaining property.

14. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

THIS AREA INTENTIONALLY LEFT BLANK

15. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

In Witness Whereof, the Parties have executed this agreement the day and year first above written

AS VESTED

CITY OF SOUTH LAKE TAHOE

_____
TAMARA WALLACE DATE
Mayor
Grantor

RECOMMENDED FOR APPROVAL:

BY_____
JOSHUA DEGROODT DATE
Associate Right of Way Agent
Marysville

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY_____
HARDEEP PANNU DATE
Senior Right of Way Agent
Acquisition and State Lands
Marysville

No Obligation Other Than Those Set Forth Herein Will Be Recognized

CONFIDENTIAL
This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

APN 027-690-001

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	ED	50	79.50	0J480 / 0319000289	SHOPP	N/A	CITY OF SOUTH LAKE TAHOE	38860-1, 2

_____ ,California

_____ ,2025

CITY OF SOUTH LAKE TAHOE
Grantor

RIGHT OF WAY CONTRACT - STATE HIGHWAY

This Document No. 38860-1 in the form of an **EASEMENT DEED (E)** to the State of California, covering the property particularly described in the above instrument, and Document No. 38860-2 in the form of a **TEMPORARY CONSTRUCTION EASEMENT (TCE)** to the State of California, particularly described in Clause #11 below, covering the property as delineated on the attached map identified as Exhibit "A" has been executed and delivered to **JOSHUA DEGROODT**, Associate Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

   (B) Grantee requires said property described as Document No. **38860-1** and Parcel No**. 38860-2** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

   (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

(E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.

2. The State shall pay the undersigned Grantor the sum of **$3,500.00 ($2,500.00 in Fair Market Value Just Compensation plus a $1,000.00 Incentive Payment as described in Clause 3 below)** for the property rights conveyed in this transaction.

3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2 above includes a payment of $1,000.00 as an incentive** to the Grantor for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the Initiation of Negotiations, which occurred on _____.

4. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 03, 703 B Street, Marysville, California, 95901.

5. The undersigned Grantor warrants that **CITY OF SOUTH LAKE TAHOE** is the owner in fee simple of the property affected by the Easement and TCE conveyed in this transaction, and that **CITY OF SOUTH LAKE TAHOE**, has the exclusive right to grant these rights.

6. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.

7. State shall take title subject to all matters recorded and/or unrecorded.

8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

9. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the **Parcel No. 38860-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

11. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the TCEs, identified as Parcel No. **38860-2**, for the period commencing on **April 16, 2026** and terminating on **December 1, 2028**. If said parcels are no longer necessary for construction purposes, this TCE may be terminated prior to the above date by the Grantee upon written notice to the Grantor.

    This TCE identified as Parcel No. **38860-2** is needed for culvert lining work. Said easement shall be for a period of **thirty-two (32)** months.

    Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE area shown on the map marked Exhibit "A" attached hereto and made a part hereof.

12. It is agreed and confirmed by the parties hereto that any grantor-owned improvement in the acquisition area damaged during construction, will be repaired or restored to the previous condition; or replaced in like kind by the State's contractor.

13. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2 includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantors in restoring the utility of his remaining property.

14. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

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15. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

In Witness Whereof, the Parties have executed this agreement the day and year first above written

AS VESTED

CITY OF SOUTH LAKE TAHOE

_____
TAMARA WALLACE DATE
Mayor
Grantor

RECOMMENDED FOR APPROVAL:

BY_____
JOSHUA DEGROODT DATE
Associate Right of Way Agent
Marysville

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY_____
HARDEEP PANNU DATE
Senior Right of Way Agent
Acquisition and State Lands
Marysville

No Obligation Other Than Those Set Forth Herein Will Be Recognized

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This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

APN 027-081-002, -005 & -006 and
APN 029-150-012, -008 & -009

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	ED	50	79.56	0J480 / 0319000289	SHOPP	N/A	CITY OF SOUTH LAKE TAHOE	38861-1, 2, 3

_____ ,California

_____ ,2025

CITY OF SOUTH LAKE TAHOE
Grantor

RIGHT OF WAY CONTRACT - STATE HIGHWAY

This Document No. 38861-2 in the form of an **EASEMENT DEED (E)** to the State of California, covering the property particularly described in the above instrument, and Document Nos. 38861-1, 3 in the form of **TEMPORARY CONSTRUCTION EASEMENTS (TCEs)** to the State of California, particularly described in Clause #11 below, covering the property as delineated on the attached maps identified as Exhibit "A" and Exhibit "B", has been executed and delivered to **JOSHUA DEGROODT**, Associate Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

   (B) Grantee requires said property described as Document No. **38861-2** and Parcel Nos. **38861-1 and 3** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

   (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

(D) The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

(E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.

2. The State shall pay the undersigned Grantor the sum of **$4,000.00 ($3,000.00 in Fair Market Value Just Compensation plus a $1,000.00 Incentive Payment as described in Clause 3 below)** for the property rights conveyed in this transaction.

3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2 above includes a payment of $1,000.00 as an incentive** to the Grantor for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the Initiation of Negotiations, which occurred on _____.

4. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 03, 703 B Street, Marysville, California, 95901.

5. The undersigned Grantor warrants that **CITY OF SOUTH LAKE TAHOE** are the owners in fee simple of the property affected by the Easement and TCEs conveyed in this transaction, and that **CITY OF SOUTH LAKE TAHOE**, has the exclusive right to grant these rights.

6. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.

7. State shall take title subject to all matters recorded and/or unrecorded.

8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

9. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Parcel No. **38861-2** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

11. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the TCEs, identified as Parcel Nos. **38861-1, 3**, for the period commencing on **April 16, 2026** and terminating on **December 1, 2028**. If said parcels are no longer necessary for construction purposes, these TCEs may be terminated prior to the above date by the Grantee upon written notice to the Grantor.

    This TCE identified as Parcel No. **38861-1** is needed to reconstruct the ADA curb ramp. Parcel 38861-3 is needed for culvert lining work access. Said easements shall be for a period of **thirty-two (32)** months.

    Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE areas shown on the map marked Exhibit "A" and "B" attached hereto and made a part hereof.

12. It is agreed and confirmed by the parties hereto that any grantor-owned improvement in the acquisition area damaged during construction, will be repaired or restored to the previous condition; or replaced in like kind by the State's contractor.

13. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2 includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantors in restoring the utility of his remaining property.

14. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

THIS AREA INTENTIONALLY LEFT BLANK

15. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

In Witness Whereof, the Parties have executed this agreement the day and year first above written

AS VESTED

CITY OF SOUTH LAKE TAHOE

_____
TAMARA WALLACE DATE
Mayor
Grantor

RECOMMENDED FOR APPROVAL:

BY_____
JOSHUA DEGROODT DATE
Associate Right of Way Agent
Marysville

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY_____
HARDEEP PANNU DATE
Senior Right of Way Agent
Acquisition and State Lands
Marysville

No Obligation Other Than Those Set Forth Herein Will Be Recognized

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #:9

Agenda Item: Maintenance Agreement with Caltrans for City-Owned Traffic Signals

Executive Summary: The City has three traffic signals and needs help to keep them working safely. Caltrans already helps maintain two signals and will now officially take care of a third one at Al Tahoe and Johnson Blvd. This agreement will save the City money and ensure all signals are maintained properly and safely.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Maintenance Agreement with Caltrans to maintain the City traffic signals at Pioneer Trail and Ski Run Blvd., Pioneer Trail and Al Tahoe Blvd., and Al Tahoe Blvd. and Johnson Blvd. for a total cost estimated at $3,000 per year.

Responsible Staff Member: John Dickinson, Interim Public Works Director

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

Attachments:

01- Staff Report

02-Agreement with Caltrans to Maintian City Traffic Signal.docx

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

Meeting Date: September 9, 2025

Title: Maintenance Agreement with Caltrans for City-Owned Traffic Signals

Locations: Al Tahoe Blvd/Johnson; Pioneer Blvd/Ski Run; and Pioneer Blvd/Al Tahoe Blvd

Responsible Staff Member: John Dickinson, Interim Director of Public Works – (530) 542-6031

Background: On August 5, 1980, the City agreed with the California Department of Transportation to maintain the signals in the city (See Attachment 02). This agreement stipulated the maintenance of two traffic signals in the city: Pioneer Trail and Al Tahoe Blvd, and Pioneer Trail and Ski Run Blvd. Caltrans provides routine maintenance and troubleshooting and bills the City for expenses. The city does not have the expertise or staff to maintain the traffic signal installation.

Issue and Discussion: The City currently has three traffic signals. The city has negotiated a revised Agreement with Caltrans to add the Al Tahoe Blvd and Johnson Blvd signals to the Agreement (See Attachment 03). In the past, Caltrans has provided maintenance for these signals, but a formal agreement is needed. Additionally, in the past, the city has relied on outside contractors to address emergencies on Al Tahoe Blvd and Johnson Blvd. The outside contractors are much more expensive than Caltrans.

Financial Implications: The typical cost of signal maintenance depends on many factors, including collisions and regular maintenance. The maintenance costs for these three signals are expected to be $3,000 yearly, but can range between $15,000 and $20,000 per year depending on unexpected repairs. The city has already budgeted signal maintenance costs in the annual budget, and no additional appropriation is required.

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

Policy Implications: Maintaining the city's assets, including traffic signals, is essential to routine public work requirements and will address safety requirements.

WORK FOR OTHERS AGREEMENT
WITH CITY OF SOUTH LAKE TAHOE

This Work for Others Agreement (AGREEMENT) is made effective this _____ day of _____, 20___, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of South Lake Tahoe, a body politic and municipal corporation of the State of California, referred to hereinafter as "LOCAL AGENCY"; each referred to as a "PARTY" and collectively as "PARTIES."

RECITALS

1. WHEREAS, LOCAL AGENCY, pursuant to Section 131 of the Streets and Highways Code, has requested that STATE maintain Traffic Signal Systems with Street (Intersection) Lighting, hereinafter referred to as "LOCAL FACILITY" as shown on Exhibit A, a copy of which is attached hereto and made a part of this AGREEMENT; and

2. WHEREAS, STATE has agreed to maintenance work as described in Exhibit A of this AGREEMENT hereinafter referred to as "MAINTENANCE"; and

3. WHEREAS, STATE has agreed to provide MAINTENANCE for the term of the AGREEMENT in accordance with provision 14, at a rate specified in Exhibit A. PARTIES can renew the terms of this AGREEMENT by agreeing to a formal written amendment in accordance with provision 4; and

4. WHEREAS, STATE has qualified personnel available to perform said MAINTENANCE; and

5. WHEREAS, the purpose of this AGREEMENT is for STATE to assist LOCAL AGENCY in its MAINTENANCE of LOCAL FACILITY as per the terms of this AGREEMENT and it is not intended to obligate the STATE to conduct any ongoing or future MAINTENANCE of the LOCAL FACILITY; and

6. WHEREAS, LOCAL AGENCY and STATE do mutually desire to cooperate and to specify herein the conditions and the terms under which said MAINTENANCE is to be done.

7. WHEREAS, the PARTIES executed prior Work for Others Agreement dated August 5, 1980. This AGREEMENT supersedes the prior Work for Others Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

OPERATIVE PROVISIONS

LOCAL AGENCY and STATE agree as follows:

1. **MAINTANENCE STANDARDS.**

   1.1. The degree and extent of MAINTENANCE to be performed and the standards therefore shall be in accordance with the provisions of Section 27 of the Streets and Highways Code.

   1.2. MAINTENANCE will be provided in a manner conforming to STATE's standard practices and procedures using only available STATE resources, and STATE may reschedule MAINTENANCE of LOCAL FACILITY to respond to required STATE resource allocations elsewhere.

   1.3. Upon STATE's request, LOCAL AGENCY agrees, at LOCAL AGENCY's expense, to expeditiously provide all required training for the routine maintenance of LOCAL FACILITY that does not conform to STATE's standard practices and procedures.

2. **RATE ADJUSTMENT.** Notwithstanding any provisions that mandate an amendment when contract terms and hourly rates are revised, rates in Exhibit A are subject to, at a minimum, annual revision during the course of this AGREEMENT and are based on changes to pay scales and actual benefits in compliance with the State's full cost recovery policy as noted in State Administrative Manual, section 9210 without amendment to this AGREEMENT.

3. **REVISING EXHIBITS**. PARTIES can revise this AGREEMENT by mutually amending, replacing, or providing additional pages to the Exhibits. Any such change must be signed by authorized representatives of PARTIES, and no formal amendment to the body of this AGREEMENT will be necessary. The revised Exhibit will thereafter supersede the previous Exhibit and become part of this AGREEMENT.

4. **AMENDMENT TO AGREEMENT.** Except as provided in the preceding sections concerning Exhibit amendments, the terms of this AGREEMENT may only be amended by a formal written amendment executed by both PARTIES.

5. **WORKLOAD.** MAINTENANCE will be done as the workload of STATE's forces permit, and if said workload becomes too great, this AGREEMENT may be terminated upon thirty (30) calendar-days prior written notice to LOCAL AGENCY from STATE.

6. **LEGAL RELATIONS AND RESPONSIBILITIES.**

6.1. **THIRD PARTIES.** Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or to affect the legal liability of a PARTY to this AGREEMENT by imposing any standard of care with respect to the operation and MAINTENANCE of STATE highways and local facilities different from the standard of care imposed by law.

6.2. **MUTUAL INDEMNIFICATION.**

6.2.1. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. It is understood and agreed that LOCAL AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY under this AGREEMENT.

6.2.2. To the extent permitted by law, neither LOCAL AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless LOCAL AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done under this AGREEMENT, except to the extent caused by the sole negligence or willful misconduct of LOCAL AGENCY, its officers, agents or employees.

6.2.3. LOCAL AGENCY will defend, indemnify and save harmless the STATE, its officers, agents and employees from all claims, suits or actions of every name, type or description brought as a result of or arising out of the STATE's performance of MAINTENANCE under this Agreement except

those caused by the sole negligence or willful misconduct of the STATE, its officers, agents or employees.

7. **INSURANCE.** LOCAL AGENCY and its contractors shall maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

8. **FUNDING**. No STATE funds are obligated, or resources committed under this AGREEMENT except as may be expressly authorized each STATE fiscal year (July 1 to June 30) in that year's annual State Budget Act. STATE's obligations hereunder are subject to immediate suspension or termination should STATE funding or authorization to perform these services is terminated or restricted.

9. **COST.**

9.1. LOCAL AGENCY will pay the cost of all MAINTENANCE.

9.2. LOCAL AGENCY will pay the cost of all training required to maintain LOCAL FACILITY that does not conform to STATE's standard practices and procedures.

10. **INVOICING.**

10.1. **INVOICING – DEPOSIT AND MONTHLY INVOICING.** STATE will invoice LOCAL AGENCY for an initial deposit of $700.00 forty-five (45) working days prior to the commencement of MAINTENANCE. This deposit represents the estimated cost of an average two (2) months of MAINTENANCE. After the first month of MAINTENANCE and each month thereafter, STATE will invoice, and LOCAL AGENCY will reimburse the cost of MAINTENANCE.

10.2. **INVOICING – CALTRANS INDIRECT COSTS.** The cost of MAINTENANCE includes all direct and applicable indirect costs. Indirect costs include both the Program Functional Rate and the Administration Rate. STATE establishes the Program Functional Rate and the Administration Rate annually according to state and federal regulations.

11. **PAYMENT.** LOCAL AGENCY will pay invoices within thirty (30) working days of receipt of invoice. Should the cost of MAINTENANCE remain unpaid, STATE reserves the right to revoke the encroachment permits issued to LOCAL AGENCY for construction work until the full amount of invoiced funds has been received by STATE.

12. **FINAL ACCOUNTING.** Annually, STATE will furnish LOCAL AGENCY a final accounting of all costs with a detailed statement of MAINTENANCE, fees, and other related expenses. After completion of the final accounting, STATE will refund or invoice LOCAL AGENCY as necessary in order to satisfy the financial commitment of this AGREEMENT.

13. **TERMINATION.** This AGREEMENT may be terminated by mutual written consent by PARTIES. Notwithstanding the previous sentence, STATE may terminate this AGREEMENT in its entirety, for any reason, by providing thirty (30) calendar-days prior written notice to LOCAL AGENCY.

14. **TERM OF AGREEMENT.** This AGREEMENT shall become effective on the date first shown on its face sheet and shall remain in full force and effect for a period of three (3) years, or until amended upon mutual consent of the PARTIES or until terminated, whichever is earlier.

15. **COUNTERPARTS.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

16. **ELECTRONIC SIGNATURES.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT and shall have the same force and effect as manual signatures for this AGREEMENT.

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

PARTIES are empowered to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF SOUTH LAKE TAHOE

By: _____
Tamara Wallace, Mayor

Approved as to Form

By: _____
Heather Stroud, City Attorney

ATTEST:

By: _____
Susan Blankenship, City Clerk

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By: _____
Deputy District Director
Maintenance District 3

As to Form and Procedure:

By: _____
Attorney
Department of Transportation

EXHIBIT A

Work For Others Agreement
Caltrans and City of South Lake Tahoe
Effective: _____, 20____

BASIS OF COST ALLOCATION
LOCAL AGENCY-Owned and State Maintained
Billed by the State

LOCAL FACILITY		**Estimated hours**	**Cost Reimbursement**	
Location	Type of Facility		Rate per hour	Estimated hrs. X Rate/hr.
Pioneer Trail & Ski Run Boulevard	Traffic Signal System with Street (Intersection) Lighting **(EY011)**	10	$100.00	$1,000.00
Pioneer Trail & Al Tahoe Boulevard	Traffic Signal System with Street (Intersection) Lighting **(EY012)**	10	$100.00	$1,000.00
Johnson Boulevard & Al Tahoe Boulevard	Traffic Signal System with Street (Intersection) Lighting **(EY013)**	10	$100.00	$1,000.00
			Total	**$3,000**

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 10

Agenda Item: Accept Donation from South Tahoe Parks Foundation & Award Batting Cages Contract for New Multigenerational Recreation and Aquatics Center

Executive Summary: On March 25, 2025, City Council approved $1,470,531 towards the procurement of furniture, fixtures and equipment (FF&E) for the new Recreation & Aquatics Center. One of the top requested items for the new Rec Center was to include batting cages. American Century Championship donated $10,000 and the NBC/Tim Wakefield Foundation $10,000 to the South Tahoe Parks Foundation in 2024 to support this project. In 2025, American Century Championship donated another $10,000 in further support. These funds will be transferred into the New Rec Center FF&E Account 301-70023 to support this project. $30,000 will be transferred out of 301-70023 back to Undesignated General Fund. Staff researched multiple vendors that offer customized drop down batting cages and related baseball equipment and identified Grand Slam Safety had the best quote and an available cooperative purchasing agreement. Staff worked with Grand Slam Safety to include a design for two batting cages to be included in the gym that will drop down from the ceiling. Also included are two Jr. Hack Attack baseball pitching machines, two team feeders with 150 ball capacity, two portolite practice mounds, two turf batting mats, and two wheeled padded L screens. Grand Slam Safety provided staff with a quote for $85,844.67 for the purchase, delivery and installation of the batting cages and other equipment.

Requested Action / Suggested Motions: Pass a Resolution: 1) authorizing and directing the Mayor to accept $30,000 in donations from the South Tahoe Parks Foundation into the New Multigenerational Recreation and Aquatic Center FF&E Account; 2) authorizing and directing the Mayor to execute a Professional Services Agreement with Grand Slam Safety in the amount of $85,844.67 for the purchase, delivery and installation of the batting cages and other equipment; and 3) authorizing the City Manager to execute the two acknowledgement letters.

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

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

Attachments:

01-Staff Report - Batting Cages Grand Slam Contract 8.18.25.docx
02-Resolution - Donations from the Parks Foundation.docx
03-Agreement with Grand Slam Saftety 8.18.25.docx
04-Purchasing Co-Ops Contract Summary.pdf
05-Grand Slam National Cooperative Purchasing Alliance Document.pdf
06-Donation Acknowledgement Letter- South Tahoe Parks Foundation.docx
07-Donation Acknowledgement Letter- South Tahoe Parks Foundation NBC Sports Tim Wakefield Foundation.docx
08-Donation Approval Form STPF Batting Cages.docx

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

Meeting Date: September 9, 2025

Title: Award Batting Cages Contract for New Rec Center

Location: Citywide

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

Background: On March 25, 2025, City Council approved $1,470,531 towards the procurement of furniture, fixtures and equipment (FF&E) for the new Recreation & Aquatics Center. One of the top requested items for the new Rec Center was to include batting cages. American Century Championship donated $10,000 and the NBC/Tim Wakefield Foundation $10,000 to the South Tahoe Parks Foundation in 2024 to support this project. In 2025, American Century Championship donated another $10,000 to in further support. These funds have been deposited into the New Rec Center FF&E Account 301-70023 to support this project.

Staff researched multiple vendors that offer customized drop-down batting cages and related baseball equipment and identified Grand Slam Safety had the best quote and an available cooperative purchasing agreement. Staff worked with Grand Slam Safety to include a design for two batting cages to be included in the gym that will drop down from the ceiling. Also included are two Jr. Hack Attack baseball pitching machines, two team feeders with 150 ball capacity, two portolite practice mounds, two turf batting mats, and two wheeled padded L screens. Grand Slam Safety provided staff with a quote for $85,847.32 for the purchase, delivery and installation of the batting cages and other equipment.

Issue and Discussion: Grand Slam Safety holds a cooperative agreement through National Cooperative Purchase Alliance (NCPA) #08-39 Athletic Court and Field Containment Solutions. NCPA was acquired by OMNIA. This agreement allows public sector entities to utilize their master agreement to procure this FF&E.

Grand Slam Safety will provide the batting cages, delivery and installation and other equipment listed above following the City receiving a Temporary Occupancy Permit in January or February 2026. Upon the City receiving the permit, Grand Slam will install the batting cages and deliver equipment no later than March 31, 2026.

Financial Implications: The total cost of the batting cages, delivery and installation is not to exceed $85,847.32, as outlined in the attached Professional Service Agreement. The project will be funded from the New Rec Center FF&E Account 301-70023.

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

Policy Implications: This action is consistent with the 2025-2030 Strategic Plan Strategic Priority 7.1 complete the new Recreation and Swim Complex and maintain the current complex in the meantime and 7.7 Continue to improve access for people of all abilities to all public spaces.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Accept Donation from South Tahoe Parks Foundation & Award Batting Cages Contract for New Multigenerational Recreation & Aquatics Center

BACKGROUND

A. On March 25, 2025, City Council approved $1,470,531 towards the procurement of furniture, fixtures and equipment (FF&E) for the new Recreation & Aquatics Center. One of the top requested items for the new Rec Center was to include batting cages.
B. American Century Championship donated $10,000 and the NBC/Tim Wakefield Foundation $10,000 to the South Tahoe Parks Foundation in 2024 to support this project. In 2025, American Century Championship donated another $10,000 to in further support. These funds will be deposited into the New Rec Center FF&E Account 301-70023 to support this project.
C. Transfer-in from General Fund revenue in account 301-70023 will be decreased by $30,000.

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

1. Authorize and direct the Mayor to accept $30,000 in donations from the South Tahoe Parks Foundation into the New Rec Center FF&E Account 301-70023
2. Authorize and direct the Mayor to execute the Professional Services Agreement with Grand Slam Safety in the amount of $85,844.67 for the purchase, delivery and installation of the batting cages and other equipment.
3. Authorizes City Manager to execute the two Donation Acknowledgement letters.
4. Authorizes the Finance Director to amend FY 2024-2025 budget in account 301-70023, New Recreation Center FF&E, as follows:

Revenues:	36300 Transfers In from General Fund	– decrease by $30,000
	36280 Contributions and Donations	– increase by $30,000

Adopted by the City of South Lake Tahoe City Council on September 9, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

ACITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 9 day of September 2025 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Grand Slam Safety ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for one year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$85,844.67** 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. Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

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

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

5. 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.

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

7. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

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

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

9. Consultant's Books and Records.

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

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

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

unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

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

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

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

11. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the

performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

a. Will not serve in a staff capacity and will conduct research and arrive at conclusions with respect to their 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. 18700.3(a)].

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

13. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out their 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.

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

15. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims,

demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

16. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their 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.

v. Cyber Liability Coverage. Consultant shall maintain cyber liability insurance with limits not less than one million dollars ($1,000,000) per claim, two million dollars ($2,000,000) aggregate. Coverage shall be sufficiently broad to sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not limited to, claims involving security breach; system failure; data recovery; business interruption; cyber extortion; social engineering; infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. Vendor's policy shall be primary and shall not seek contribution from the City's coverage, shall contain a waiver of subrogation in favor of the City, and shall be

endorsed to provide that City and its officers, officials, employees, agents, and volunteers are additional insureds. Any failure to comply with the reporting provisions of the policy by Vendor shall not affect coverage provided to the City. If Vendor maintains broader coverage and/or higher limits than the minimums listed above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

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

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

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

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

South Lake Tahoe, CA 96150

If to Consultant: Dean Lehman, PE

PO Box 35, Croghan, NY 13327

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any Consultant or person, other than a bona

fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race, religion, reproductive health decision making, sex/gender, or sexual orientation. 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.

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:	CONSULTANT:
By_____	By _____
Tamara Wallace, Mayor	Dean Lehman, PE
Date _____	Date _____
	Business License # _____

APPROVED AS TO FORM:

By_____ Date _____

Heather Stroud, City Attorney

ATTEST:

By_____ Date _____
Susan Blankenship, City Clerk

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

EXHIBIT A
SCOPE OF SERVICES

Scope of Work

- **Grand Slam Safety VISTA Batting Cage**
- Purchase through NCPA #08-39 Athletic Court and Field Containment Solutions cooperative agreement.
- Quantity of One VISTA Form Lift Double Batting Cage - 55’ L x 24’ W x 12’ H dimensions for batting cage
- Integrated internal net provides two 55’ L x 12’ W x 12’ H individual lanes
- Motorized, vertical retraction utilizing bottom frame lift system for hands free usage
- Bottom frame system also provides higher level of safety, containment, performance and aesthetics compared to industry standard top lift, hands-on-required batting cages
- High-speed, high-efficiency, 2HP, 3 phase, 208V motor
- #42 sports netting with 1 ¾” squares and sewn rope border
- Form lift indicates slope matching - up to a ~2/12 pitch when retracted
- Remote control to operate the cage
- Attached to existing building structure per final GSS design
- Location of cage - As shown on plans provided by customer

- **Add On Sporting Equipment**
- Two Jr. Hack Attack baseball pitching machines and two team feeders with 150 ball capacity
- Two portolite 2 piece practice mounds
- Two turf batting mats
- Two wheeled, padded L screens

Project Notes:

- **Cost includes:** Product as listed above, project specific plans by GSS for review prior to fabrication, lift rentals**,** prevailing wages, freight to site, applicable taxes, mobilization to site, and installation by Grand Slam Safety.
- Also includes cost of Business License per City of South Lake Tahoe requirement.
- **Cost does not include:** Electric work (functioning power to & from motor location and key switch prior to GSS arrival; motor location is reflected on shop plans and key switch will be shipped upon approved plans to allow for installation prior to GSS arrival),

receiving/unloading of potential shipments, any bond/permit/similar fees, floor protection, or anything else not clearly listed above.

- **Cost assumes:** One trip to site for installation, lift access to area, safe working conditions, uninterrupted access to site during install, and pre-installation checklist sign off prior to mobilization.
- *Cost also includes an escalation factor accounting for an order within 30 days of this quote and installation no later than the end of Q1 2026.*

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed) $85,844.67

Cost Includes: Product as listed in Scope, project specific plans by Grand Slam Safety for review prior to fabrication, lift rentals, prevailing wages, freight to site, applicable taxes, mobilization to site, and installation by Grand Slam Safety.

Payment terms:

- $5,379.88 mobilization upon execution of agreement 9/10/25
- $3,383.00 upon approved design review of engineered plans estimated 10/6/25
- $44,481.84 upon equipment delivery estimated 11/23/25
- $3,897.00 shipping estimated 1/27/26
- $23,877.82 installation estimated 1/27/26
- Taxes $4,825.13 estimated 1/27/26

TOTAL (not to exceed) $85,844.67

TIMELINE

- **Engineered drawings delivered to City September 23, 2025**
- **City approval of drawings estimated by October 6, 2025**
- **Equipment production begins October 13, 2025**
- **Equipment available for shipping by November 18, 2025**
- **Grand Slam installation pending City receiving Temporary Occupancy Permit January 20, 2025**

- **Completion of project January 27, 2025, pending City receiving Temporary Occupancy Permit**

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:
Dean Lehman, PE Grand Slam Safety

By:_____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Grand Slam Safetty, LLC

2 Business name/disregarded entity name, if different from above

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 35 , 9793 Bridge Street

Requester's name and address (optional)

6 City, state, and ZIP code

Croghan, New York 13327

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

2 7 – 0 2 6 1 9 0 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date 6/9/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

GRAND SLAM SAFETY

9793 Bridge Street / PO Box 35, Croghan, NY 13327
info@grandslamsafety.com
Tel: 315-301-4039 Fax: 315-301-4031
www.grandslamsafety.com

Purchasing Co-Ops Contract Summary

Grand Slam Safety, LLC has a contract with the OMNIA® Partners (OMNIA). It is contract # 08-39, "Athletic Court and Field Containment Solutions", with a contract period of 5/30/23 - 4/30/26.

Grand Slam Safety, LLC has a contract with the The Interlocal Purchasing System (TIPS). It is contract # 23010401, "Trades, Labor and Materials (NON-JOC)", with a contract period of 4/25/23 - 4/24/28.

Grand Slam Safety, LLC has a contract with The Massachusetts Higher Education Consortium (MEHC). It is contract # MC17-B16, "Athletics: PE, Sports, Weight and Gym", with a contract period of 2/01/24 - 1/31/29.

These contracts allow public agencies to purchase Grand Slam Safety's sport fencing and containment systems, as well as related equipment without having to put the items out for local bid if they so choose. Additionally, it provides the opportunity for deeper discounts and price breaks resulting in potential savings of thousands of dollars.

South Lake Tahoe
Attention: John Stark
1180 Rufus Allen Blvd
South Lake Tahoe, CA 96150

7/17/25
OMINIA Quote GSS2025243R1
VISTA Batting Cages & Equipment

Scope of Work

- **Grand Slam Safety VISTA Batting Cage**
  - Quantity of One VISTA Form Lift Double Batting Cage
  - 55' L x 24' W x 12' H dimensions for batting cage
    - Integrated internal net provides two 55' L x 12' W x 12' H individual lanes
  - Motorized, vertical retraction utilizing bottom frame lift system for hands free usage
  - Bottom frame system also provides higher level of safety, containment, performance and aesthetics compared to industry standard top lift, hands-on-required batting cages
  - High-speed, high-efficiency, 2HP, 3 phase, 208V motor
  - #42 sports netting with 1 ¾" squares and sewn rope border
  - Form lift indicates slope matching - up to a ~2/12 pitch when retracted
  - Remote control to operate the cage
  - Attached to existing building structure per final GSS design
  - Location of cage - As shown on plans provided by customer

- **Add On Sporting Equipment**
  - Two Jr. Hack Attack baseball pitching machines and two team feeders with 150 ball capacity
  - Two portolite 2 piece practice mounds
  - Two turf batting mats
  - Two wheeled, padded L screens

Pre Tax Total on Products(subject to tax): $52,928.13
Total on Mobilization & Labor(not subject to tax): $23,877.82
Pre Tax Freight(subject to tax): $4,213.59
8.75% Tax on Products and Freight: $4,825.13

Total Cost of Work with Tax: $85,844.67

All pricing reflects Omnia Discount.

Project Notes:

- **Cost includes:** Product as listed above, project specific plans by GSS for review prior to fabrication, lift rentals**,** prevailing wages, freight to site, applicable taxes, mobilization to site, and installation by Grand Slam Safety.
    - Also includes cost of Business License per City of South Lake Tahoe requirement.
- **Cost does *not* include:** Electric work (functioning power to & from motor location and key switch prior to GSS arrival; motor location is reflected on shop plans and key switch will be shipped upon approved plans to allow for installation prior to GSS arrival), receiving/unloading of potential shipments, any bond/permit/similar fees, floor protection, or anything else not clearly listed above.
- **Cost assumes:** One trip to site for installation, lift access to area, safe working conditions, uninterrupted access to site during install, and pre-installation checklist sign off prior to mobilization.
    - *Cost also includes an escalation factor accounting for an order within 30 days of this quote and installation no later than the end of Q1 2026.*
- **Lead time:** ~2 weeks from down payment & order to submission of plans to client. ~8-10 weeks from GSS receipt of signed plans from client to start of installation.
- **Payment terms:**
    - **Initial Payment:** Line 002 construction Mobilization $5,379.88 * billed upon signed contract 9/10/25
    - **Milestone Payments:**
        - Line 001 Signed Engineered drawings by customer $3,383.00 * billed upon returned signature 10/6/25
        - Line 003 Batting cage & remote, Line 004 Sports equipment delivered to customer $44,481.84 * billed upon delivery 11/23/25
    - **Final Payment:** Upon successful completion of all deliverables. Line 005 shipping $3,897.00, Line 006 Installation $23,877.82, and Line 007 applicable taxes $4,825.13 for a total of $32,599.95 * billed in total on 1/27/26- pending permits
- ***Proposal is good through Sept 23, 2025.***

This Statement of Work (SOW) outlines the scope of services, deliverables, and payment terms for the project between South Lake Tahoe/ John Stark and Grand Slam Safety LLC.

Scope of Services

The Contractor will provide the following services:

- Mobilization of Grand Slam Safety for South Lake Tahoe project. Ordering of raw materials and setting up Installation needs
- Engineered drawings provided to customer

- Manufacturing of cage and Sports equipment
- Shipping of finished product for Installation
- Installation of product on site

Deliverables

The Contractor will deliver the following:

- **Engineered drawing** Sep 23, 2025
- **Batting cage and sports equipment** Nov 20, 2025 .
- **Installation of product** **date pending permits* Jan 20, 2026 .

Timeline

The project is expected to commence on Sep 9, 2025 and conclude by Feb 1, 2026 . Key milestones include:

Milestone	Date
Approval of contract	Sep 9, 2025
Engineered drawings sent to customer	Sep 23, 2025
Customer sign approval	Oct 6, 2025
Grand Slam Safety production begins	Oct 13, 2025
Product and Equipment shipped to customer	Nov 18, 2025
Install crew sent to site (pending permit dates)	Jan 20, 2026
Completion of project with sign off	Jan 27, 2026

Payment Terms

The total cost for the services rendered under this is $85,844.67 . Payment will be made as follows:

- **Initial Payment:** Line 002 construction Mobilization $5,379.88 * billed upon signed contract 9/10/25
- **Milestone Payments:**
  - Line 001 Signed Engineered drawings by customer $3,383.00 * billed upon returned signature 10/6/25
  - Line 003 Batting cage & remote, Line 004 Sports equipment delivered to customer $44,481.84 * billed upon delivery 11/23/25
- **Final Payment:** Upon successful completion of all deliverables. Line 005 shipping $3,897.00, Line 006 Installation $23,877.82, and Line 007 applicable taxes $4,825.13 for a total of $32,599.95 * billed in total on 1/27/26- pending permits

Thank you for the opportunity!

Dean Lehman, PE
West Coast Representative
Grand Slam Safety LLC
714-944-7027
deanl@grandslamsafety.com

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9793 Bridge St., Croghan, NY 13327

Tab 1

Master Agreement / Signature Form

TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)
Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Grand Slam Safety, LLC
Company Name

9793 Bridge St.
Address

Croghan | NY | 13327
City | State | Zip

(315) 301-4039 | (315) 301-4031
Telephone Number | Fax Number

bobl@grandslamsafety.com
Email Address

Robert K. Lyndaker | President
Printed Name | Position

Robert K. Lyndaker
Authorized Signature

T1 - P10

DocuSign Envelope ID: AA973068-A9B8-4A05-A6CE-50AFE6C2D381

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Tab 2

NCPA Administration Agreement

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Grand Slam Safety, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 08-39, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Athletic Court and Field Containment Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Grand Slam Safety, LLC
Organization	Vendor Name
Sarah Vavra	Robert K. Lyndaker
Name	Name
Sr. Vice President, Public Sector Contracting	President
Title	Title
5001 Aspen grove	9793 Bridge St.
Address	Address
Franklin, TN 37067	Croghan, NY 13327
Address	Address
Sarah Vavra	Robert K Lyndaker
Signature	Signature
May 1, 2023	
Date	Date

T2-P4

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Tab 3

Vendor Questionnaire

TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ **All 50 States & District of Columbia**
(Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ **All U.S. Territories and Outlying Areas**
(Selecting this box is equal to checking all boxes below)

☐ American Samoa	☐ Northern Marina Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands

☐ Midway Islands

☒ **All Canada Provinces and Territories**
(Selecting this box is equal to checking all boxes below)

☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☒ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☒ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of _____, State of _____.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

☒ Manufacturer Direct ☐ Certified education/government reseller

☐ Authorized Distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	Michelle Tabolt
Title	Accounting Specialist
Company	Grand Slam Safety, LLC
Address	9793 Bridge St.
City/State/Zip	Croghan, NY 13327
Phone	(315) 408-8804
Email	accounting@grandslamsafety.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

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Tab 4

Vendor Profile

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Tab 4 - Vendor Profile

Company Official Registered Name: Grand Slam Safety, LLC

Brief History: Grand Slam Safety, LLC (GSS) got its start by creating and manufacturing uniquely designed baseball and softball outfield fencing systems providing the highest level of safety on the market. GSS designed, built and tested a prototype of the SPECTO® Outfield Fencing System at Beaver River Central School, Beaver Falls, NY in the summer of 2009, which served as the starting point and key to distinguishing and drawing attention to the company. GSS received formal recognition as a Limited Liability Company in the State of New York on November 10, 2009. Type of organization is Partnership. At inception, Grand Slam Safety designed, fabricated and installed outfield fencing systems for baseball and softball fields. In subsequent years, GSS has expanded its product line to include numerous designs of both outdoor and indoor field and court containment systems. To date, GSS has sold hundreds of systems in 33 different states reaching coast to coast. GSS is now selling over $5,000,000 in products per year and has 30 employees.

Dun and Bradstreet Number: 079356603

Company Organizational Chart Showing Individuals Involved in the Contract:
Primary Contact: Robert Chamberlain, Chief Operations Officer (Includes Marketing)
Secondary Contact: Robert Lyndaker, President

[See Tab 4: Attachment 1 - 2023 Organizational Chart]

Corporate Office Location: 9793 Bridge Street, Croghan, NY 13327 - **Only location**
Corporate Office Contact: Robert Chamberlain, Chief Operations Officer (Includes Marketing)

Standard Terms of Payment: 50% on order; 50% on delivery/install - net 30 days.

Market Competition for GSS Manufactured Systems:
For GSS Outfield Fencing Systems: Padded hard wall and chain link applications
For GSS Tensioned Indoor Systems: Padded hard wall and dasher boards
For all other GSS Systems: Other manufacturers of indoor sport netting divider curtains and batting cages

Company Differentiation: Grand Slam Safety (GSS) designs, fabricates and installs SPECTO® Sport Fencing and Containment Systems across the U.S. The SPECTO® System's unique design provides the athlete the highest level of safety offered on the market today when compared to other similar use applications, allowing for full speed, full body impact with minimal risk of injury. The impactable, patented, suspended, bottom-tensioned SPECTO® Sport Fencing System can be used for outfield fencing, baseline fencing and backstops for baseball and softball diamond fields, as well as for indoor field containment systems for indoor turf fields and hard courts. Particular to indoor facilities, it provides for maximum use of playable area to within 30" of surrounding obstructions and/or support structure. What differentiates our SPECTO®Systems is the highest level of safety offered. What differentiates Grand Slam Safety, LLC from other competitors is not only having the patented SPECTO® System (with another Patent Pending in process), but the spectrum of services that include:

1. Design Services;
2. Fabrication Services;
3. Installation Services;
4. Maintenance Services;
5. Repair Services;
6. Replacement Parts Services, and;
7. Warranty.

Marketing Plan:

Grand Slam Safety will fully integrate its association with NCPA into the various aspects of the GSS marketing plan.

Internet Strategy

Grand Slam Safety, LLC has developed a premiere website. GSS employs its own web designer. The company's domain name is www.grandslamsafety.com. In addition to displaying the NCPA logo [See Tab 4: Attachment 2 - Marketing Plan], our website describes GSS manufacturing processes and design capabilities. Our website features promotional videos, product replacement information and more. Contained on the website are numerous images of the previously completed projects, testimonials, warranty and other miscellaneous information. As fencing systems are sold and installed, GSS adds more pictures and associated testimonials.

Marketing Strategy

Grand Slam Safety recognizes the critical importance of marketing. At the present time, Grand Slam Safety promotes our contact with NCPA in four different ways:

1. Website: Referenced above;
2. MailChimp: Having collected thousands of contacts over the years, we have an aggressive monthly ChimpMail campaign that is executed by our Marketing personnel [See Tab 4: Attachment 2 - Marketing Plan];
3. Brochures: Both digital and hard copy [See Tab 4: Attachment 2 - Marketing Plan];
4. A. Sales Pricing Documents:
    a. Budget Pricing Documents: [See Tab 4: Attachment 2 - Marketing Plan]
    b. Price Quote Documents: [See Tab 4: Attachment 2 - Marketing Plan]

In addition to our website, MailChimp, marketing brochures and sales pricing document as previously mentioned, GSS sales personnel continue to reach out directly to landscape architectural firms across the U.S. on a regular basis, with this number expanding weekly. GSS has regular communication with dozens of these firms. This marketing strategy has also resulted in numerous direct contacts with municipalities across the U.S. In addition to direct correspondence, GSS continues to market by attending professional conferences and shows, such as the American Society of Landscape Architects (ASLA), American Sports Builders Association, Athletic Business Conference and Expo, US Indoor Sports Association Conference, as well as multiple national and state parks and recreation shows.

Finally, Grand Slam Safety is engaged in the strategic planning process, and specific to NCPA and 2023, we are evaluating:

1. Incorporating references to our NCPA contract when sending out / posting our Project Highlights in which purchases were made through NCPA:
    a. MailChimp;
    b. Instagram;
    c. Facebook;
    d. LinkedIn, and;
    e. YouTube.
2. Increasing frequency of emails and social media postings promoting our NCPA contract alone, whether quarterly.
3. Expanding reference to the NCPA contract on each web regarding sports complex / facility design, and so forth.

Introduction of NCPA to GSS: All GSS sales representatives are fully trained in NCPA, and are waiting for the new contract to be awarded!

GSS Capabilities and Functionality of On-line Catalog / Ordering Website: Due to complexity and customization of Grand Slam Safety products and systems, an online "catalog" or ordering via our website is not viable. PDFs of our Indoor and Outdoor pricing calculators will be provided for review as part of this application.

Customer Service Department: Grand Slam Safety hours of operation are Monday thru Friday, 8:00 AM to 4:30 PM; (315)301-4039. We take pride in providing timely and accurate follow-up to all inquiries related to requests for technical advice on GSS products and/or sales support. All such inquiries are responded to within one working day.

Green Initiatives:

Manufacturing: Grand Slam Safety has made significant upgrades to facility lighting and insulation, as well as to ventilation filtration. We pride ourselves in minimal manufacturing waste. Non-toxic cleaning products are used in all aspects of operation. Digital inter-office correspondence is primary, and when hard copy is needed, GSS uses 100% recycled paper purchased for office use. All white paper is collected for use on both sides, and when used up, is recycled. All recyclables are transported to the local solid waste recycling plant, and include: paper; glass, tin, cardboards and plastic. All our waste steel is recycled.

Product Benefits:

Outdoor: Multi-Use Diamonds - minimizes field requirements.
Indoor: Maximizes use of facility footprint.

Anti-Discrimination Policy:

Grand Slam Safety's Equal Opportunity and Commitment to Diversity section of our Employee Handbook begins as follows:

Equal Opportunity

Grand Slam Safety provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The full Equal Opportunity and Commitment to Diversity policy can be made available upon request.

Certifications: Grand Slam Safety, LLC currently has sales tax collection responsibilities in 11 different states due to either physical nexus or economic nexus. Sales Tax certificates are secured as economic nexus is achieved pending state economic nexus thresholds. [See Tab 4: Attachment 3 - Certificates/Licenses/Permits]

GRAND SLAM SAFETY
SPECTO SPORT FENCING SOLUTIONS

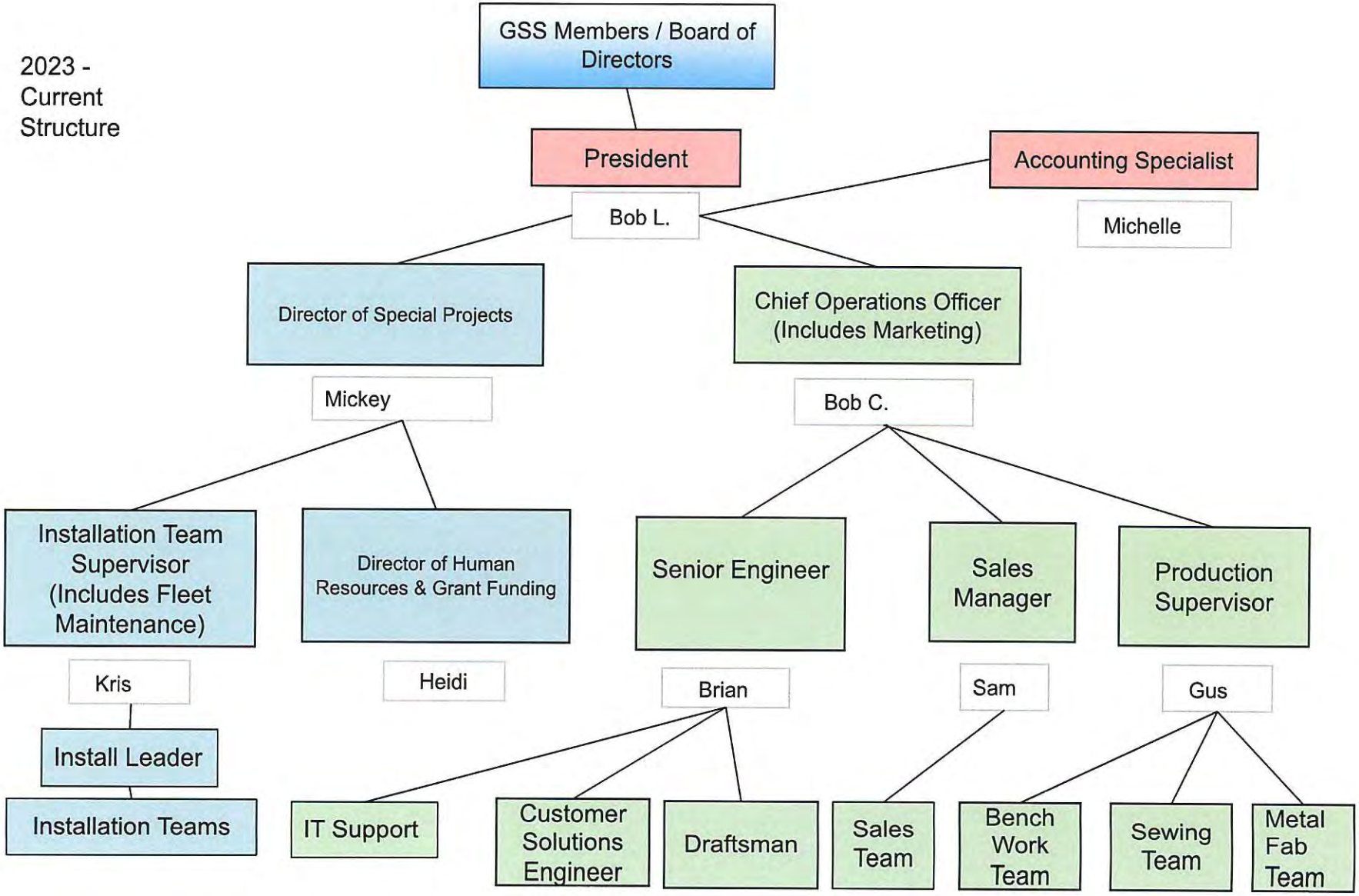
9793 Bridge Street / PO Box 35
Croghan, NY 13327
www.grandslamsafety.com
info@grandslamsafety.com
Tel: 315-301-4039 Fax: 315-301-4031

Tab 4: Attachment 1

Organizational Chart

Tab 4 - Attachment 1 - Organizational Chart

2023 - Current Structure



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Tab 4: Attachment 2

Marketing Plan

grandslamsafety.com

permanent, indoor or outdoor systems, SPECTO® is the safest sports fencing option on the market.

Systems include:
Outfield Fencing
Baseline Fencing
Backstops
Indoor Perimeter Fencing

a speed of almost 30ft/min.

Systems include:
Divider Curtains
Quad Curtains
Batting Cages

Note: non-motorized systems such as stationary indoor or outdoor batting cages, and stationary or walk draw curtains are available apart from the VISTA line.

WHY WORK WITH US?

At Grand Slam Safety, finding ways to keep athletes and spectators safe is the focus of everything we do, and it's been that way since our founding more than a decade ago. We started by implementing mathematics, mechanics and angles to design a fence from the ground up. The result was a state-of-the-art baseball and softball fencing solution that eventually paved the way for the development of our cutting-edge SPECTO® system.

We also have the ability to customize our sports netting and fencing to any user requirement. Regardless of the size, type or configuration of your athletic facility, we'll work with you to design a solution that meets your unique needs. You'll know you're getting a product that will serve your safety and functional requirements for years to come. Contact us today to learn more about our sports safety netting and fencing offerings.

LEARN MORE ABOUT US

DISTRIBUTORSHIPS

MEMBERSHIPS

AWARDS

Company
About Us
Blog
Contact
Clients
FAQ
Sitemap

Products
Baseball Fences
Softball Fences
Batting Cages
Divider Curtains
Sport Netting
Sports Complex

Patent Numbers:
8,573,565 - 9,453,356

Any Space. Any Sport.
SPECTO®Sport Fencing Solutions

©2022 Grand Slam Safety, LLC

Grand Slam Safety, LLC
9793 Bridge Street
PO Box 35
Croghan, NY 13327
info@grandslamsafety.com
Tel: 315-301-4039 Fax: 315-301-4031

GRAND SLAM SAFETY

WWW.GRANDSLAMSAFETY.COM

SPECTO® SPORT FENCING SOLUTIONS

Simplify Your Shopping

Buying cooperatives like the National Cooperative Purchasing Alliance and The Interlocal Purchasing System allow publicly funded organizations like school districts and Parks and Rec Departments to procure products and equipment directly from vendors, bypassing the usual bidding process. This saves you the time, money, and headaches of having to undergo bidding for every part of your project, and guarantees high quality products.

NCPA

National Cooperative Purchasing Alliance

TIPS

Now here's how you can really start to save big. In conjunction with the distributorships highlighted in our previous campaign, Grand Slam Safety can single-handedly supply just about everything you might need for your project, for discounted prices. The more you use Grand Slam Safety as your one-stop project-shop, the greater the possible discounts. We'll make sure you get the best prices, and with no bidding hassle. Streamline your shopping experience.

Let's Get To Work

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Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

mailchimp

GRAND SLAM SAFETY

SPECTO®

Sport Fencing Solutions

SPECTO® Fencing Systems from Grand Slam Safety are an **innovative** approach to sport fencing.

Customizable to the uses and specifications of your facility, SPECTO® Systems allow you to use **every field** to the max. **Outdoor** and **indoor** systems can be manipulated or disassembled to facilitate **multisport play**.

Each system's design prioritizes the **safety** of athletes and spectators. Both indoor and outdoor systems can be designed to provide an **impactable barrier** which athletes can run into **without every hitting a hard surface**. Additionally, divider curtains can protect spectators and players allowing for **maximum versatility**.

WHY CHOOSE US?

We design, fabricate, and install all our products ourselves with our in-house designers, manufacturers, and installation teams; allowing us to guarantee a consistent level of attention and commitment to your project throughout the entire process. If there is a concern at any point, we address it directly, no subcontractors involved.

GSS can offer unique designs and features thanks to our in-house designers. Shop drawings will be created (for client approval) for any project that requires GSS manufacturing.

As a certified distributor for JayPro Sports, Humphrey's CoverSports, Sports Attack, Sportaflex, The Perfect Mound, True Pitch Mounds, Better Baseball, and Keeper Goals, we offer a wide variety of sports equipment: soccer goals, lacrosse goals, volleyball systems, tip & roll bleachers, player benches, wind screen, scoreboards, and alternative temporary outfield fencing options for all budgets.

We are also part of the NCPA and TIPS programs which allow for the direct purchase of needed items in order to streamline the bidding and purchasing process, and at a discounted price.

Because of this, Grand Slam Safety has the ability to offer you a one-stop shop, reducing the stress and workload of large projects.

INDOOR SYSTEMS

Adaptable and customizable to the specifications of any indoor facility, Grand Slam Safety offers a wide range of indoor systems, including divider curtains, batting cages, netting, and SPECTO® perimeters.

SPECTO® Indoor Systems allow for continuous play along the sidelines and require minimal clearance of building supports, giving athletes and spectators an optimal playing environment - one that is safe, visible, and versatile.

OUTDOOR SYSTEMS

Outdoor system options from Grand Slam Safety include baseball and softball outfield fencing, backstops, baseline fencing, and batting cages.

Designed so that athletes can jump against or run into the system when fielding a ball, SPECTO® can significantly reduce the risk of player injury.

SPECTO® systems can be customized to any field size, and can be easily disassembled to allow for multisport fields.

ALL SYSTEMS

SPECTO® Systems

Outdoor: Impactable (removable or permanent) outfield fencing systems, baseline fencing. and backstops
Indoor: Impactable, multi-use turf field perimeter systems

VISTA Systems

Divider Curtains: Electric vertical lift, level to floor or roof pitch matching
Quad Curtains: Multidimensional electric vertical lift
Edge Seal: Curtain edge containment enhancement
Batting Cages: Electric vertical lift, single or double

Stationary/Manual Systems

Walk Draw Curtains: Tracked with trolley system or cable-supported
Batting Cages: Metal frame-supported (temporary or permanent) cable-supported, or manual walk-draw cable-supported

Backstops

In-line, tie-back, or SPECTO® backstop systems
Spectator protection netting (variety of netting types)
--Baseline Systems Available--

Wall Padding

Standard and custom wall pads and column pads (Multiple color options)

Turf

Non-infill padded options or rubber in-fill options
Specialties are indoor projects around 5-15K sq/ft

Netting

Ball containment/spectator safety systems

Our VISTA systems utilize faster and bigger motors, and higher quality hardware, than the industry standard, resulting in curtains and batting cages that can lift or lower at a speed of almost 30 ft/min.

GRAND SLAM SAFETY, LLC
SPECTO SPORT FENCING SYSTEMS

Mr. Jason Lehmbeck-Athletic Director
Clarence Central High School
9625 Main Street
Clarence, NY 14031
Ph# (585)738-5082
Email: JLehmbeck@clarenceschools.org

May 16,2022
GSS#2022212

I.) Baseball/Softball Grand Slam Safety SPECTO Fencing System-

- Softball Field based on 210' in left/right field and 210' in center field with 330' linear feet of 7' high SPECTO fencing

Softball Field Pricing=$32,100/field

Above Pricing Proposal Includes:

Each system includes: SPECTO® fencing from foul pole to foul pole, intermediate support posts and cable suspension system between the foul poles; foul pole assemblies, including foul pole padding jackets; ground sleeves for intermediate support posts and sleeved foul poles (shipped in advance); transporter and pole cart for transport and storage of the mesh fencing assembly and fencing support posts and foul poles; and CAD drawings for foundation work. Also included is the option of turf inserts when intermediate support posts and foul poles are removed and Foundation drawings.GSS will include on-site guidance and on-site training during initial assembly.

This pricing includes shipping and handling and on-site training of staff during the initial assembly.

Does NOT include Fencing foundation work, Sales tax, foul territory fencing, or any graphics/logos applied to fencing panels.

Payment Terms:50% initial deposit; additional 30% upon approved shop drawings and remaining 20% payment net 10 days upon completed installation by Grand Slam Safety. Pricing is only guaranteed for 30-day timeframe.

Estimated Shipping/Delivery/Installation Timeframe is 8-10 weeks from order commitment.

Grand Slam Safety has contract with National Cooperative Purchasing Alliance (NCPA)-Our contract #08-16 is found under the area of "Athletic Court and Field Containment Solutions". Clarence Central School District is a participating member, and you can go to NCPA Website at www.ncpa.us for any additional information needed. This organization provides you best possible pricing from GSS and eliminates a bid requirement.

Sincerely,

Brion Neary
Grand Slam Safety
Northeast Region Sales Account Executive
Cell# (716)870-0858
Email: brionn@grandslamsafety.com

GRAND SLAM SAFETY
SPECTO SPORT FENCING SOLUTIONS

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Tel: 315-301-4039 Fax: 315-301-4031

Trevor Freitas
Shelbyville Parks and Rec.
Shelbyville, TN

8/1/22
GSS2022254R1
VISTA Divider Curtain

Scope of Work

- **Grand Slam Safety VISTA® Level Divider Curtain**
  - Quantity of one electric, vertical-lift, pull-fold VISTA® divider curtain
  - Dimensions: 75' L x 22' H ; formal dimensions pending GSS site check prior to design
  - Level-to-floor retraction / stack position
  - Lower 8' solid royal blue, with upper 14' W white flexmesh
  - High-speed, high efficiency, 3 phase, 208V, 2 HP motor*
  - Wall mounted key control switch
  - Motor brake
  - Connected / supported by existing building structure as design allows / calls for

Retail Cost of Work: $27,250
Cost of Work via NCPA: $25,800

- *Add on option: GSS un-installation of existing curtain: $3,000*

Total Cost if Add On is Selected: $28,800

Project Notes:

- **Cost includes:** Product as listed above, Grand Slam Safety supplied submittal and DWG for approval prior to fabrication, est. freight, mobilization to site and installation by Grand Slam Safety.
- **Cost does *not* include:** Electrical work, applicable taxes, union/permit/bond fees, unloading of potential shipments, prevailing wage, floor protection, disposal of or dumpster for existing curtain, or anything else not clearly listed above.
- **Cost assumes:** One trip installation, site is ready for installation upon arrival, safe, suitable & uninterrupted working conditions, sufficient lift access, and dumpster provided by city.
- **Lead time:** ~2-3 weeks from order/down payment to submittal. ~8-10 weeks from approved submittal to start of installation.
- **Cost is good for 20 days.**
- **Payment terms:** 50% upon order, 50% 30 days post installation

Direct procurement via the *National Cooperative Purchasing Alliance - NCPA*
Grand Slam Safety, LLC - *Athletic Court and Field Containment Solutions. Contract #08-16*

Sam Lyndaker, Sales Representative, Grand Slam Safety, LLC.
sam@grandslamsafety.com ; (315)286-6584

GRAND SLAM SAFETY
SPECTO SPORT FENCING SOLUTIONS

9793 Bridge Street / PO Box 35
Croghan, NY 13327
www.grandslamsafety.com
info@grandslamsafety.com
Tel: 315-301-4039 Fax: 315-301-4031

Tab 4: Attachment 3

Certificates/Licenses/Permits

INDIANA DEPARTMENT OF REVENUE

Eric J. Holcomb, Governor
Adam J. Krupp, Commissioner

Indiana Government Center
100 N. Senate Ave
Indianapolis, IN 46204-2253

000006

1900159506161

DATE: 09/26/2019
CORR ID: 1900159506161

GRAND SLAM SAFETY LLC
PO BOX 35
CROGHAN, NY 13327-0035

Dear ROBERT K LYNDAKER,

Thank you for registering to file your sales tax in Indiana under the Streamlined Sales Tax Agreement. This letter is to confirm Indiana has received and accepted your registration. Please also note the enclosed document containing special instructions necessary to process your Indiana sales tax remittance and to ensure you are compliant with Indiana law.

Responsibility for collecting sales tax began upon registration for Streamlined Sales Tax. If you have not begun collecting Indiana sales tax at this time, collection is required from the date of this mailing.

The following are important identification numbers you will need to file your Streamlined Sales Tax in Indiana:

- **Streamlined Sales Tax identification number (SST) – S00133265**
- **Indiana Taxpayer identification number (TID) – 0167491229 – 900**

Our records also show you are registered as an "Other" Model seller. The technology model simply means this is the type of technology you have chosen to use to file your Indiana sales tax. The "Other" Model status indicates you have accepted responsibility for ensuring the accuracy of the Indiana tax returns and remittance that you are collecting.

Please carefully read the enclosed instructions to learn more about various Streamlined Sales Tax requirements such as technology model changes, filing due dates, electronic payments, and nexus. These instructions are an important reference for ensuring you are compliant with the Streamlined Sales Tax Agreement and Indiana law.

19-10-01: Called (317) 233-4015, "0471 Royce"
✓ 1. Sign up for : Registered 10/2/2019

Sincerely,

2 Jan Dec, all buy Jan [illegible] Report only 12/3/19
9/26/19 →

Indiana Department of Revenue

Will have to file, but won't have to collect tax until we go over 100,000..

DEPARTMENT OF REVENUE

September 25, 2019

MN ID: 6443246
Letter ID: L0977948608

#BWBBMRR
#0000 0097 7948 6084#
GRAND SLAM SAFETY LLC
PO BOX 35
CROGHAN NY 13327-0035

Your business is registered with Minnesota Revenue
Streamlined Sales Tax ID Number: S00133265

Minnesota Tax ID Number: 6443246

Thank you for registering your business with the Minnesota Department of Revenue. This Minnesota ID number applies to all of your Minnesota business tax accounts. Keep this letter as proof of registration.

What business taxes am I registered for?

You are registered for the following business taxes. This letter serves as your sales tax permit.

Account Type	Effective Date	Filing Cycle	
Rochester Sales	09/25/2019	Quarterly	
Isanti County Transit Sales	09/25/2019	Quarterly	
Olmsted County Transit Sales	09/25/2019	Quarterly	
Lyon County Transit Sales	09/25/2019	Quarterly	
Rice County Transit Sales	09/25/2019	Quarterly	
Wabasha County Transit Sales	09/25/2019	Quarterly	
Duluth Sales	09/25/2019	Quarterly	
Freeborn County Transit Sales	09/25/2019	Quarterly	
Otter Tail County Transit Sales	09/25/2019	Quarterly	
St. Louis County Transit Sales	09/25/2019	Quarterly	
Albert Lea Sales	09/25/2019	Quarterly	
Baxter Sales	09/25/2019	Quarterly	
Austin Sales	09/25/2019	Quarterly	
Crow Wing County Transit Sales	09/25/2019	Quarterly	
Brainerd Sales	09/25/2019	Quarterly	
Cass County Transit Sales	09/25/2019	Quarterly	
St. Cloud Area Sales	09/25/2019	Quarterly	
Kandiyohi County Transit Sales	09/25/2019	Quarterly	
Chisago County Transit Sales	09/25/2019	Quarterly	
Blue Earth County Transit Sales	09/25/2019	Quarterly	
Mankato Sales	09/25/2019	Quarterly	
St. Paul Sales	09/25/2019	Quarterly	

STATE OF MISSISSIPPI
SELLER'S USE TAX PERMIT

Issued To: GRAND SLAM SAFETY LLC
PO BOX 35
CROGHAN NY 13327-0035

Use Account: 1435-3461

This permit authorizes the holder to collect Use Tax from sales to Mississippi purchasers.

The permit acts as a resale certificate and authorizes the holder to purchase materials or services **for resale**, in the regular line of business, exempt from tax. The permittee must collect, report, pay use tax as due by law and shall keep adequate records of Mississippi sales. These records shall be available for inspection by any authorized agent of the Department of Revenue.

This permit is not transferable. You must obtain a new permit if there is a change of ownership or business name.

The permit is issued in accordance with Section 27-65-27, Mississippi Code of 1972 and is valid until cancelled or revoked for cause.

Letter ID: L0529116352

Date Issued: June 14, 2021

Issued By: Chris Graham

Chris Graham, Commissioner

NOT TRANSFERABLE

This permit shall not make lawful any act or thing declared to be unlawful by the State of Mississippi.

www.ncdor.gov

DEPARTMENT OF REVENUE

PO BOX 25000, RALEIGH NC 27640-0150

August 24, 2022

NOTICE NUMBER: **3867 236 220 821**

3867 236 220 821
GRAND SLAM SAFETY, LLC
GRAND SLAM SAFETY, LLC
PO BOX 219
CROGHAN NY 13327-0219

ACCOUNT ID: 601460991
TAXPAYER ID: 27-0261902
TAX TYPE: SALES & USE REGISTRATION

This letter is an acknowledgment that you are registered with the Department of Revenue for payment of Sales and Use Tax. The Department has assigned an Account ID for this purpose and has issued a Certificate of Registration. Your Account ID is listed in the top right. Your Certificate of Registration is attached below. The Certificate of Registration allows you to issue a Certificate of Exemption to obtain property for resale without paying sales tax. Include the Account ID on any Certificate of Exemption you issue.

Utilize the Department's website, **www.ncdor.gov**, to file your return and pay the tax on-line or request preprinted forms by contacting the Department toll-free at **1-877-252-3252.** A blank form is enclosed to use in case the requested preprinted forms are not received before a tax return is due to be filed. A tax return must be submitted for each filing period even if there is no tax amount due for the period. If there is not a tax amount due for a period, enter zero (0.00) on the Total Due line on the return. Your filing frequency is either monthly with prepayment, monthly or quarterly, based on how you completed Form NC-BR, Business Registration Application for income Tax Withholding, Sales and Use Tax, and Other Taxes and Service Charge.

General information for newly registered taxpayers is enclosed. If you need assistance filing and paying online, you may visit the Department's website at **www.ncdor.gov**, or you may call the Customer Service Team toll-free at **1-877-308-9103, Option 1.** If you need assistance filing a paper return, you may call the Department toll-free at **1-877-252-3252**, or you may write to the Department at Customer Service, P.O. Box 1168, Raleigh, NC 27602.

This license should be detached and posted conspicuously at the place of business for which it was obtained.

North Carolina Department of Revenue
Sales and Use Tax

Account ID: 601460991

Issued by the Secretary of Revenue

Certificate of Registration

GRAND SLAM SAFETY, LLC
GRAND SLAM SAFETY, LLC
PO BOX 219
CROGHAN NY 13327-0219

Date Issued: August 24, 2022
County: FOREIGN
Business Class: 7110
City Code: 0101000
County Code: 101
License No: 003978259

State of North Dakota
SECRETARY OF STATE

CONTRACTOR LICENSE

NO: 000045651
CLASS: D

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Grand Slam Safety, LLC** whose address is in CROGHAN, NY, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Grand Slam Safety, LLC is entitled to bid on and accept contracts as authorized by law under this license provided that any single contract project may not exceed $100,000 in value.

Dated: September 13, 2021

Alvin A. Jaeger
Secretary of State

STATE OF NEW JERSEY
DIVISION OF TAXATION
SALES TAX COLLECTION SCHEDULE
RATE 6.625% EFFECTIVE JANUARY 1, 2018

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
$0.01 to $0.07	None	$5.82 to $5.96	$0.39
0.08 to 0.22	$0.01	5.97 to 6.11	.40
0.23 to 0.37	.02	6.12 to 6.26	.41
0.38 to 0.52	.03	6.27 to 6.41	.42
0.53 to 0.67	.04	6.42 to 6.56	.43
0.68 to 0.83	.05	6.57 to 6.71	.44
0.84 to 0.98	.06	6.72 to 6.86	.45
0.99 to 1.13	.07	6.87 to 7.01	.46
1.14 to 1.28	.08	7.02 to 7.16	.47
1.29 to 1.43	.09	7.17 to 7.32	.48
1.44 to 1.58	.10	7.33 to 7.47	.49
1.59 to 1.73	.11	7.48 to 7.62	.50
1.74 to 1.88	.12	7.63 to 7.77	.51
1.89 to 2.03	.13	7.78 to 7.92	.52
2.04 to 2.18	.14	7.93 to 8.07	.53
2.19 to 2.33	.15	8.08 to 8.22	.54
2.34 to 2.49	.16	8.23 to 8.37	.55
2.50 to 2.64	.17	8.38 to 8.52	.56
2.65 to 2.79	.18	8.53 to 8.67	.57
2.80 to 2.94	.19	8.68 to 8.83	.58
2.95 to 3.09	.20	8.84 to 8.98	.59
3.10 to 3.24	.21	8.99 to 9.13	.60
3.25 to 3.39	.22	9.14 to 9.28	.61
3.40 to 3.54	.23	9.29 to 9.43	.62
3.55 to 3.69	.24	9.44 to 9.58	.63
3.70 to 3.84	.25	9.59 to 9.73	.64
3.85 to 3.99	.26	9.74 to 9.88	.65
4.00 to 4.15	.27	9.89 to 10.00	.66
4.16 to 4.30	.28	Over $10	.66*
4.31 to 4.45	.29	Over $20	1.33*
4.46 to 4.60	.30	Over $30	1.99*
4.61 to 4.75	.31	Over $40	2.65*
4.76 to 4.90	.32	Over $50	3.31*
4.91 to 5.05	.33	Over $60	3.98*
5.06 to 5.20	.34	Over $70	4.64*
5.21 to 5.35	.35	Over $80	5.30*
5.36 to 5.50	.36	Over $90	5.96*
5.51 to 5.66	.37	Over $100	6.63*
5.67 to 5.81	.38	Over $200	13.25*

* On amounts above $10.00, the tax shall be $0.06625 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula.

ST-75 (1-18)

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:
- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

The Resale and Exempt Use Certificates can be found at: http://www.nj.gov/treasury/taxation/pmtsale.shtml
You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.
If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". To be placed on a "Non-reporting Basis" you must complete Form ST-6205. This form can be obtained by downloading it at:
http://www.nj.gov/treasury/taxation/pdf/other_forms/sales/c6205st.pdf or by calling (609) 292-9292.

This Certificate of Authority (CA-1) must be displayed at your place of business.

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to: N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

Tax Registration No.: xxx-xxx-902/000
Tax Effective Date: 10-01-19
Document Locator No.: I0000250371
Date Issued: 01-23-20

GRAND SLAM SAFETY, LLC
GRAND SLAM SAFETY
9793 BRIDGE ST
CROGHAN NY 13327

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate of Registration
Ohio Department of Taxation
P.O. Box 182215, Columbus, OH 43218-2215

Grand Slam Safety, LLC
PO Box 35
Croghan, NY 13327-0035

License Type: SELLER'S USE TAX
Account Number: 99135237
Effective Date: 6/24/2021

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5741 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

REV-IS10009 AFP (8-17)

LSALE

Commonwealth of Pennsylvania
Department of Revenue

SALES TAX LICENSE

GRAND SLAM SAFETY, LLC
9793 BRIDGE ST.
CROGHAN NY 13327 USA

Account ID: 67757589

License Type: Retail

Expiration Date: 04/30/2027

This license authorizes the holder to collect state and/or local sales, use and hotel occupancy tax. Licenses are issued for tax collection purposes and shall remain in force as specified herein unless sooner surrendered, suspended or revoked.

THIS LICENSE MUST BE PROMINENTLY DISPLAYED.
This license is not assignable or transferable.

State of Rhode Island and Providence Plantations
Division of Taxation
One Capitol Hill
Providence, RI 02908-5800

Phone: (401) 574-8955
TTY Via 711
Fax: (401) 574-8914
Email: Tax.Excise@tax.ri.gov

GRAND SLAM SAFETY,LLC
PO BOX 35
CROGHAN, NY 13327-0035

State of Rhode Island and Providence Plantations
DIVISION OF TAXATION

RETAIL SALES PERMIT

Valid From: 07/01/2020 to 06/30/2021

ID: 2-1692-6167

ISSUED TO:
GRAND SLAM SAFETY,LLC
PO BOX 35
CROGHAN, NY 13327-0035

This permit, which authorizes the holder to collect the sales/use tax, is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated. When the holder of this permit ceases to conduct the business for which it is issued at the place named, the permit must be returned to the Tax Administrator for cancellation. **The ID number, which appears in the upper left-hand corner of this permit is your license number for this place of business**. **Do not use this number to file returns.** Every holder of a Retail Sales Permit issued pursuant to R.I. Gen. Laws § 44-19-1 shall keep complete and accurate records of every sales transaction. These records shall be made available for examination, inspection, and copying by agents of the Division of Taxation as required by R.I. Gen. Laws § 44-19-27 and 280-RICR-20-70-12. **The failure to maintain or produce required records can result in the estimated determination of sales tax liabilities based on the best available information, the imposition of penalties and interest, and the revocation of this permit**.

THIS PERMIT MUST AT ALL TIMES BE PROMINENTLY DISPLAYED AT THE LOCATION FOR WHICH IT IS ISSUED.

DATE ISSUED: 06/22/2020

NEENA SAVAGE
TAX ADMINISTRATOR

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-327-0235
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

000081

Letter ID L0566340304

ROBERT LYNDAKER
GRAND SLAM SAFETY, LLC
9793 BRIDGE ST. # FACTORY
CROGHAN NY 13327

Wisconsin Business Tax Registration Certificate

Expiration date: **August 31, 2024**

Legal/real name: **GRAND SLAM SAFETY, LLC**

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1031122256-04
Withholding Tax	Withholding Tax	036-1031122256-02

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9793 Bridge St., Croghan, NY 13327

Tab 5

Products and Services

GRAND SLAM SAFETY
SPECTO SPORT FENCING SOLUTIONS

9793 Bridge Street / PO Box 35
Croghan, NY 13327
www.grandslamsafety.com
info@grandslamsafety.com
Tel: 315-301-4039 Fax: 315-301-4031

TAB 5
PRODUCTS AND SERVICES

Grand Slam Safety, LLC (GSS) shall perform and provide the following products and services as identified below under the terms of this agreement. GSS shall assist the end user with making a determination of their individual needs.

Products:

Grand Slam Safety, LLC shall provide equipment and products that are new, of good quality and free of defects

Product Categories:

Grand Slam Safety, LLC will offer the following (but not limited to) Athletic Court and Field Containment Solutions categories.

Manufactured by Grand Slam Safety, LLC:

Outdoor:

- Outfield Fencing Systems for ball diamonds - Removable or Permanent
- Baseline Fencing Systems for ball diamonds - Removable or Permanent
- Backstop Systems for ball diamonds - Removable or Permanent
- Batting Cages - Removable or Permanent
- Soccer goal backstop sport netting systems
- Customized Containment Systems for Other Athletic Fields and Courts

Indoor:

- Turf Field Containment Systems - Removable or Permanent
- Turf Field Divider Curtains
- Batting Cages
- Gym Divider Curtains
- Portable Dividers

Manufactured by Other:

Athletic Field and Sports Equipment: JayPro Sports - Indoor and Outdoor

Services:

Grand Slam Safety, LLC shall perform the following services in a good and workmanlike manner and in accordance with industry standards for the service provided:

- Product / System Design
- System Configuration
- Fabrication
- Installation
- Maintenance
- Repair
- Replacement / Parts
- Warranty

Warranty:

See Tab 5 - Attachment 1 - GSS MASTER Warranty Closeout Document

GRAND SLAM SAFETY
SPECTO SPORT FENCING SOLUTIONS

9793 Bridge Street / PO Box 35
Croghan, NY 13327
www.grandslamsafety.com
info@grandslamsafety.com
Tel: 315-301-4039 Fax: 315-301-4031

Tab 5: Attachment 1

GSS MASTER Warranty Closeout Document

GRAND SLAM SAFETY
SPECTO® SPORT FENCING SOLUTIONS

Limited Warranty

Facility Name:	_____	**Point of Contact Name:**	_____
Facility Address:	_____	**Point of Contact Phone:**	_____
GSS Project #:	_____	**Effective Date:**	_____

What is Covered:
This warranty covers substantial defects in materials and workmanship.

What Grand Slam Safety will do:
Grand Slam Safety, LLC will replace any defective parts in accordance with the schedule indicated below in section "Warranty Schedule". Grand Slam Safety, LLC will repair any part that proves to be defective in materials or workmanship, or in the event that repair of any part is not feasible, Grand Slam Safety, LLC will replace the part.

Warranty Schedule:
Indoor Wall Padding and Curtain Fabric : 1 year.
All Curtain and Batting Cage Mechanicals and Motors: 5 years. All motorized systems must be installed by factory trained installation personnel approved by Grand Slam Safety, LLC and maintained under a GSS Annual Maintenance Service Agreement.
All Vinyl-Coated Mesh Components: 2 years.
Solid Vinyl components: 1 year.
All Sport Netting Components: 1 year.
All PVC and PEX Conduit Components: 2 years.
Steel/Cable Components and Winches: 5 years; excluding surface fading and rust.

What is Not Covered:
This warranty does not cover: Cost of removing or reinstalling defective parts; fading or discoloration to padding or vinyl-coated mesh parts caused by exposure to sunlight; vandalism, misuse, improper maintenance, self-repair or repair by third parties not authorized by Grand Slam Safety, acts of God (such as but not limited to hurricanes, lightning strikes, tornados, hailstorms); product malfunction resulting from improper product installation/manipulation by customer, and; damage caused by cleats.

How to Get Service:
Call Grand Slam Safety, LLC at (315) 301-4039 to report any defects in materials or workmanship in advance of returning parts. A return order number will be issued. Defective parts are to be sent to: Grand Slam Safety, LLC, 9793 Bridge Street, Croghan NY, 13327 along with the return order number. Customer is responsible for

the cost of shipping part to Grand Slam Safety, LLC. Grand Slam Safety, LLC will assume the cost of shipping repaired or replacement items back to the customer.

How State Law Applies:
This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Grand Slam Safety LLC strongly recommends annual inspection and servicing of all GSS supplied products by GSS trained personnel. Call (315-301-4039) for additional information.

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9793 Bridge St., Croghan, NY 13327

Tab 8

Value Added Products & Services

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9793 Bridge St., Croghan, NY 13327

Tab 8 - Value Added Products and Services:

Value Added Products:

Grand Slam Safety's SPECTO® Sport Fencing and Containment Systems are like no other in the United States. The SPECTO® System's unique design provides the athlete the highest level of safety offered on the market today when compared to other similar use applications, allowing for full speed, full body impact with minimal risk of injury. The impactable, patented, suspended, bottom-tensioned SPECTO® Sport Fencing System can be used for outfield fencing, baseline fencing and backstops for baseball and softball diamond fields, as well as for indoor field containment systems for indoor turf fields and hard courts. Particular to indoor facilities, it provides for maximum use of playable area to within 30" of surrounding obstructions and/or support structure. Grand Slam Safety USPTO Patents are: #8573565 B1 (arced fence); and #9453356 B2 (straight line fence).

Additionally, at the present time, Grand Slam Safety has in process Provisional Patent Application #63/335,870; Titled "Space Divider System for Indoor Facilities." This invention provides for: 1. Larger indoor court or turfed areas to be subdivided in 2 or 4 parts with a proprietary designed motorized single vertical lift divider curtain, and/or: 2. Provides for the end of a curtain to automatically seal itself against an adjacent wall or other curtain so as to greatly diminish the opportunity for balls from two adjacent play areas to bleed into the other area.

Value Added Services:

What differentiates Grand Slam Safety, LLC from other competitors is not only having the patented SPECTO® Sport Fencing and Containment Systems, but the spectrum of services that include: Design Services; Fabrication Services; Installation Services; Maintenance Services; Repair Services; and Replacement Parts Services

An additional service that Grand Slam Safety makes available to potential and current customers as a normal course of business, is that of consultation services. Having years of experience engineering fencing and containment systems for both indoor and outdoor athletic facilities, we provide support to numerous entities related to playing field and court containment needs in regard to both facility design and product configuration. Initial consultation services are provided to all entities requesting such help, regardless of whether or not there is a subsequent contract with GSS.

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9793 Bridge St., Croghan, NY 13327

Tab 9

Required Documents

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: Grand Slam Safety, LLC

Address: 9793 Bridge St.

City/State/Zip: Croghan, NY 13327

Authorized Signature: Robert M Lynnebaker, President

Date: 2/22/23

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name: Grand Slam Safety, LLC

Address: 9793 Bridge St.

City/State/Zip: Croghan, NY 13327

Telephone Number: (315) 408-6920

Fax Number: (315) 301-4031

Email Address: bobl@grandslamsafety.com

Printed Name: Robert K. Lyndaker

Title: President

Authorized Signature: Robert K Lyndaker

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

DocuSign Envelope ID: AA973068-A9B8-4A05-A6CE-50AFE6C2D381

SPECTO®
WWW.GRANDSLAMSAFETY.COM

9793 Bridge St., Croghan, NY 13327

Tab 2

NCPA Administration Agreement

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Grand Slam Safety, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 08-39, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Athletic Court and Field Containment Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

T2 - P3

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Grand Slam Safety, LLC
Organization	Vendor Name
Sarah Vavra	Robert K. Lyndaker
Name	Name
Sr. Vice President, Public Sector Contracting	President
Title	Title
5001 Aspen grove	9793 Bridge St.
Address	Address
Franklin, TN 37067	Croghan, NY 13327
Address	Address
Sarah Vavra	Robert K Lyndaker
Signature	Signature
May 1, 2023	
Date	Date

T2-P4

CITY OF
SOUTH LAKE TAHOE

DONATION ACKNOWLEDGEMENT

September 9, 2025

American Century Championship
& South Tahoe Parks Foundation

Dear American Century Championship & South Tahoe Parks Foundation,

The City of South Lake Tahoe would like to thank you for your generous donation in the amount of **$20,000** to support the purchase of the batting cages and related baseball equipment for the new Recreation & Aquatics Center. Your support will assist in furthering our strategic goals.

No goods or services, in whole or in part, were exchanged for this contribution. Your contribution is tax deductible to the extent allowed by law.

Please send contribution to: City of South Lake Tahoe, 1901 Lisa Maloff Way, Revenue Division, South Lake Tahoe, CA 96150.

Every donation makes an impact to better our community, and we are so thankful for your support.

Sincerely,

Joseph Irvin
City Manager

CITY OF
SOUTH LAKE TAHOE

DONATION ACKNOWLEDGEMENT

September 9, 2025

NBC Sports & Tim Wakefield Foundation/South Tahoe Parks Foundation

Dear NBC Sports, Tim Wakefield Foundation & South Tahoe Parks Foundation,

The City of South Lake Tahoe would like to thank you for your generous donation in the amount of **$10,000** to support the purchase of the pitching machines and related baseball equipment for the new Recreation & Aquatics Center. Your support will assist in furthering our strategic goals.

No goods or services, in whole or in part, were exchanged for this contribution. Your contribution is tax deductible to the extent allowed by law.

Please send contribution to: City of South Lake Tahoe, 1901 Lisa Maloff Way, Revenue Division, South Lake Tahoe, CA 96150.

Every donation makes an impact to better our community, and we are so thankful for your support.

Sincerely,

Joseph Irvin
City Manager

CITY OF
SOUTH LAKE TAHOE

DONATION APPROVAL FORM

Name of Donor:_____South Tahoe Parks Foundation

Address: P.O. Box 9967, South Lake Tahoe, CA 96158 Phone: None Listed

Description of donation: American Century Championship donated $10,000 and the NBC/Tim Wakefield Foundation $10,000 to the South Tahoe Parks Foundation in 2024 to support purchase of the batting cages and baseball equipment for the new Recreation & Aquatics Center. In 2025, American Century Championship donated another $10,000 in further support.

Donor estimate of current value: $30,000

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost, any other cost required for acceptance/completion: Total cost of batting cages and baseball equipment contract is $85,844.67.

Intended use: Public use of the batting cages for recreation programs at the new Recreation & Aquatics Center.

Conditions of acceptance or donor designation: None.

Remarks: We greatly appreciate these generous donations from NBC Sports/Tim Wakefield Foundation and American Century Championship. We appreciate the ongoing support of the South Tahoe Parks Foundation.

City Department receiving donation: Parks & Recreation

Account Number for Revenue: 301-70023

APPROVED BY:

		Name/ Title	**Signature**	**Date**
Up to $5,000	Department Head			
Up to $10,000	Finance Director			
$5,000 to $10,000	City Manager			

Over $10,000: Date Approved by City Council: _____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 11

Agenda Item: Ratification of Organizational Authorized Agent Appointment for Cal OES Listos CERT Grant

Executive Summary: The CalOES Subrecipient Handbook Section 1.055 states the subrecipient (City) must have written authority from the governing body such as the City Council granting authority to the Authorized Agent (Director of Parks and Recreation) to enter into a specific grant subaward, and act as the Authorized Agent as the signature governing body representative. While the Resolution on August 13, 2024, accepted the grant award, and appropriated the funding, and approved Parks and Recreation Department to enter into the Operational Agreement, the specific authority for the Director of Parks and Recreation to act as the Authorized Agent and Signatory needs to be ratified.

Requested Action / Suggested Motions: Pass a Resolution Ratifying the Appointment of the Director of Parks and Recreation as the Organizational Authorized Agent and Signatory of the City of South Lake Tahoe for the current CalOES Listos Grant Award# LC23 01 7994, for all Subaward Agreements, Amendments, and all applicable Grant Submittals.

Responsible Staff Member: John Stark, Director of Parks and Recreation, and Lori Marino, Principal Management Analyst

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

Attachments:

01-Staff Report - CalOES Signatory Authority.docx
02-Resolution-CalOES Listos CERT Proof of Authority.docx
03-LC23 01 7994 - SUBAWARD (002).pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: September 9, 2025

Title: Ratification of Organizational Authorized Agent Appointment for California Office of Emergency Service (Cal OES) Listos CERT Grant

Location: Citywide

Responsible Staff Member: John Stark, Director of Parks and Recreation and Lori Marino, Principal Management Analyst

Background: The California Governor's Office of Emergency Services (Cal OES) approved a Grant Subaward application in the amount of $25,000 on May 22, 2024, to support the estimated costs associated with the implementation of the recently formed Tahoe Community Emergency Response Team (CERT) Team. These operating costs provide CERT with the supplies and equipment necessary to develop the Tahoe CERT program and establish a baseline capacity to enhance and expand the program for effective community preparedness during disasters and emergencies. On August 13, 2024, City Council approved the acceptance of the grant award and appropriated $25,000 into account #100 01952 Emergency Preparedness. An Operating Agreement was signed on August 16, 2024, between the City of South Lake Tahoe Parks and Recreation Department and the Tahoe Community Emergency Response Team (Tahoe CERT) to work towards a goal of supporting Tahoe CERT to educate and train volunteers regarding disaster preparedness that may impact the community.

Issue and Discussion: The CalOES Subrecipient Handbook Section 1.055 states the subrecipient (City) must have written authority from the governing body such as the City Council granting authority to the Authorized Agent (Director of Parks and Recreation) to enter into a specific grant subaward, and act as the Authorized Agent as the signature governing body representative. While the Resolution on August 13, 2024, accepted the grant award, and appropriated the funding, and approved Parks and Recreation Department to enter into the Operational Agreement, the specific authority for the Director of Parks and Recreation to act as the Authorized Agent and Signatory is still needed. The attached Resolution Ratifies the action to appoint the Director of Parks and Recreation as Authorized Agent. The operational period for this grant award is June 1, 2024, through December 31, 2025.

Financial Implications: None

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

Policy Implications: The approval and receipt of this grant supports Strategic Priority Three: Ensure Public Safety.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Ratifying the Appointment of the Director of Parks and Recreation as the Organizational Authorized Agent for California Office of Emergency Services (Cal OES) Listos CERT Grant

BACKGROUND

A. The City of South Lake Tahoe Parks and Recreation Department and the Tahoe Community Emergency Response Team (Tahoe CERT) entered into an operating agreement on August 16, 2024, to work towards a goal of supporting Tahoe CERT to educate and train volunteers regarding disaster preparedness that may impact the community, and

B. On May 22, 2024, the City was awarded a grant through CalOES Listos grant program in the amount of $25,000 to support the costs associated with implementing the Tahoe CERT Team, and

C. On August 13, 2024, City Council approved the acceptance of the grant award and appropriated $25,000 into account #100 01952 Emergency Preparedness, and

D. The CalOES Subrecipient Handbook Section 1.055 states that the subrecipient (City) must have written authority from the governing body such as the City Council granting authority to the Authorized Agent (Director of Parks and Recreation) to enter into a specific grant subaward, and act as the Authorized Agent as the signature governing body representative.

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 Appointment of The Director of Parks and Recreation as an Authorized Agent and Signatory of the City of South Lake Tahoe for the current CalOES Listos Grant Award# LC23 01 7994, for all Subaward Agreements, Amendments, and all applicable Grant Submittals.
2. Acknowledges that the current Grant Subaward performance period is June 1, 2024, through December 31, 2025.

Adopted by the City of South Lake Tahoe City Council on September 9, 2025 by the following vote:

Yes:
No:
Absent:

Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

GAVIN NEWSOM
GOVERNOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

NANCY WARD
DIRECTOR

June 17, 2024

John Stark
Director of Parks and Recreation
South Lake Tahoe, City Of
1180 Rufus Allen Boulevard
South Lake Tahoe, CA 96150-8200

Subject: **Grant Subaward Application Approval**
Listos California CERT Support Grant Program
Grant Subaward #: LC23 01 7994

Dear John Stark:

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of $25,000, subject to enactment of applicable State Budget Act. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant 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 the Cal OES website at www.caloes.ca.gov.

Please contact your Program Specialist Angela Baeza, at Angela.Baeza@caloes.ca.gov with questions.

Sincerely,

Victim Services Grants Processing Unit

cc: Subrecipient's file
Program Specialist

DocuSign Envelope ID: 948BC4A2-6F1C-4729-9F41-8B78917D4826

SPECIAL CONDITION

Grant Subaward No. LC23 01 7994 is hereby approved with the following condition:

- Within 60 days of receipt of an executed Grant Subaward Agreement, Budget Pages (Cal OES form 2-106b) must reflect itemized/calculation for each line item. The budget calculations should reflect correct amounts on the total amount allocated and all line items must add up to the total project cost. New budget amounts to be corrected and must be submitted to Cal OES.

  The state funds cannot be claimed on the Report of Expenditures and Request for Funds (Cal OES form 2-201) for the consultant line item until the above-mentioned conditions have been met and forms received and approved by Cal OES.

Please note a Grant Subaward Modification (Cal OES form 2-223) must be submitted with any updated forms.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

OES Use Only)

Cal OES #	017-73108-00	FIPS #	017-73108	VS#	7994	Subaward #	LC23 01 7994

SMC TL

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:

AB 1. **Subrecipient:** ~~City of~~ South Lake Tahoe, City of — 1a. **UEI#:** ~~FG8XU2GQ3U~~ AB

2. **Implementing Agency:** ~~City of~~ South Lake Tahoe, City of ~~CERT Team~~ — 2a. **UEI#:** ~~FGSYLLSGQ9J~~ AB

3. **Implementing Agency Address:** 1180 Rufus Allen Blvd. (Street) — South Lake Tahoe, CA (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:** LC - Listos California CERT Support Grant Program — 6. **Performance/ Budget Period:** 6/1/2024 (Start Date) to 12/31/2025 (End Date)

7. **Indirect Cost Rate:** N/A — **Federally Approved ICR** (if applicable): _____ %

AB

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
8.	~~2024~~ 2023	LIST	$25,000						$25,000
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	**Project**	**Cost**	$25,000		$25,000				$25,000

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: John Stark — Title: Director of Parks and Recreation

Payment Mailing Address: 1901 Lisa Maloff Way, Suite 210 — City: South Lake Tahoe — Zip Code+4: 96150-8200

Signature: John Stark — Date: 02/27/24

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 — 6/13/2024
9A3D0B66E24B485...
(CalOES Fiscal Officer) **(Date)**

DocuSigned by: Eric Swanson — 6/14/2024
282416AD40C14F5...
(Cal OES Director or Designee) **(Date)**

ENY: 2023-24 Chapter: 12 SL: 12700
Item: 0690-101-0001 Pgm: 0380
Fund: General Fund
Program: Listos California CERT Support Grant Program
Match Req.: NONE
Project ID: OES23LISTOS0000
SC: 2023-12700 Amount: $25,000

DS SS DS GO

RECEIVED
By CalOES at 5:16 pm, May 31, 2024
ML#243558

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Contact Information

AB Grant Subaward #: LC23 01 7994

Subrecipient: ~~City of~~ South Lake Tahoe, City of

1. **Grant Subaward Director**:
   Name: John Stark Title: Director of Parks and Recreation/ ~~CERT Director~~ AB
   Telephone #: 530-542-6197 Email Address: jstark@cityofslt.us
   Address/City/ Zip Code (9-digit): 1180 Rufus Allen 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 96150-7048

3. **Programmatic Point of Contact**:
   Name: Tina Cullen Title: CERT Coordinator
   Telephone #: 530-577-8924 Email Address: tahoekid11@att.net
   Address/City/ Zip Code (9-digit): PO Box 2543 South Lake Tahoe, CA 96158-4043

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 96150-7048

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: 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 96150-7048

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: John Stark Title: Director of Parks and Recreation
   Telephone #: 530-542-6197 Email Address: jstark@cityofslt.us
   Address/City/ Zip Code (9-digit): 1180 Rufus Allen Blvd. South Lake Tahoe, CA 96150-8200

7. **Chair** of the **Governing Body** of the Subrecipient:
   Name: Cody Bass Title: Mayor
   Telephone #: 530-318-6299 Email Address: cbass@cityofslt.us
   Address/City/ Zip Code (9-digit): 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150-7048

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

AB Grant Subaward #: LC23 01 7994

AB Subrecipient: ~~City of~~ South Lake Tahoe, City of

EA Implementing Agency: ~~City of~~ South Lake Tahoe ~~/ CERT Team~~ , City of

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

Grant Subaward Director:

Printed Name: John Stark

Signature: John Stark

Date: 02/27/2024

Financial Officer:

Printed Name: Lori Marino

Signature: Lori

Date: 02/26/2024

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

Signature: Joseph

Printed Name: Joseph Irvin

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

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

AB Subrecipient: ~~City of South Lake Tahoe~~ South Lake Tahoe, City of

		Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
AB	1	Listos California CERT Support (LC) Grant Program	LC23 01 7994	June 1, 2024 - December 31, 2025
	2			
	3			
	4			
	5			
	6			

I, John Stark (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 as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (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 specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030
The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035
The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements ofCEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105
The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated 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 affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: John Stark
Official Designee's Typed Name: John Stark
Official Designee's Title: Director of Parks and Recreation
Date Executed: 02/27/2024

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

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

Signature: Joseph Irvin
Typed Name: Joseph Irvin
Title: City Manager
Date Executed: 02/27/2024

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

LISTOS CALIFORNIA CERT SUPPORT GRANT PROGRAM
CERT Training Certification

AB **Name of Agency:** ~~City of South Lake Tahoe/ Tahoe CERT~~ South Lake Tahoe, City of

I, John Stark (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following area:

- The Subrecipient certifies they are conducting classroom-based, instructor-led, CERT training based on the 20-hour FEMA curriculum, incorporating all nine module and all hands-on exercises (e.g., fire suppression, medical triage, cribbing), including a disaster simulation drill, or utilizing the approved CERT Training curriculum.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with this requirement may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

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

Official Designee Signature: John Stark
Official Designee Typed Name: John Stark
Official Designee's Title: Director of Parks and Recreation
Date Executed: 02/27/24

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: ~~City of~~ South Lake Tahoe, City of	Grant Subaward #: LC23 01 7994
A. Personnel Costs - Line-item description and calculation	23 LIST **Total Amount Allocated**
N/A	
PERSONNEL COSTS CATEGORY TOTAL	

TL

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: ~~City of~~ South Lake Tahoe, City of	Grant Subaward #: LC23 01 7994
B. Operating Costs - Line-item description and calculation	23LIST **Total Amount Allocated**
Professional CERT Attire ($6,863) = $6,265	
CERT Long Sleeve Shirt (logo) ($20 x 35) =700	$802
CERT Short Sleeve Polo Shirt (logo) ($20 x 35) =700	$802
CERT Safety Vest (Hasty) ($25 x 35) =875	$975
CERT High Visible Jacket / 3 season/ thermal ($79 x 35) = 2765	$2,901
CERT Sweatshirt ($35 x 35) $1225	$1,383
CERT Gear ($8,206)	
CERT Backpack with logo ($45 x 35) = $1575	$1,738
CERT Duffle Bag ($17 x 35) =595	$673
Field Operating Guide Book ($15 x 35)=525	$590
CERT Hard Hat / green ($13 x 55) & (20 are for CERT Academy Training) 715 need a formula for total	$803
Deluxe CERT First Responder Fanny Pack ($56 x 10) =$560	$634
Traffic Control Wand ($11 x 35)=$385	$440
Emergency Blanket ($5 x 35) = $175	$195
Utility Shutoff Tool ($25 x 35) =$875	$972
Safety Goggles ($17 x 35) =$595	$672
Safety Glasses ($6 x 35)=$210	$230
Flashlight ($15 x 35) =525	$590
Work Gloves (high visible) ($6 x 35) =$210	$244
Duct Tape ($6/roll x 35) =$210	$230
Whistle ($5 x 35) =$175	$195
First Aid Supplies/ Splints ($735)	
Shear Medical Scissors ($13 x 35) =$455	$505
Ace Bandage Wraps (various sizes/20 pack) twenty packs total?	$45
Folding Cardboard Splints (fractures) 12", 18" , 24") 36/case 36 cases total?	$96
Sam Splints (9", 18", 36") X 2 packs of each size 6 packs x $12	$72
Shoulder Sling (12) 1.41 X12 =	$17
Training/ Triage/ Transport ($3,328)	
Triage Colored Tarps (green, yellow, red, black) need total and price amount	$268
Rescue Tech 1 Mannequin (light adult / 5ft. 11" /66 lbs.) 1 X $1364 =	$1,364

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: ~~City of~~ South Lake Tahoe, City of	Grant Subaward #: LC23 01 7994
B. Operating Costs - Line-item description and calculation	23LIST **Total Amount Allocated**
Rescue Tech 1 Mannequin (youth / 44lbs) 1 X $1342 =	$1,342
Triage Ribbon Dispenser	$165
EMI Flexible 8 Handle Stretcher 8 x $17.75 =	$142
Gray Wool Blanket (emergency transport)	$47
Portable Radio Communication ($396)	
Six Portable Baofeng Radio's 6 X $57 =	$342
Six Station Charger (portable radios) 6 X $9 =	$54
Equipment & Basic CERT Academy Training & Events ($2,004)	
Vista Print Vinal CERT Banner (2.5' x 6')	$119
HP 17.3-inch Laptop / Windows 11 (Staples / 4Z4Z8UA#ABA) 1 X $754 =	$754
Melamine White Board (dry erase)	$194
Quartet Display Easel	$93
CERT (logo Table Cover 6ft.)	$216
Gloves (20 for CERT Training Academy) 20 X $6.55 =	$131
Safety Glasses (20 for CERT Training Academy) 20X 6.55=	$131
Safety Vests (20 for CERT Training Academy) 20 X $12.85	$257
Nitrile Disposable Gloves - 1box each of (S) (M) (L) (XL) 4 boxes X $27.25 =	$109
CERT - 35 Member call out team ($3,468)	
Background Check with Fingerprints (35 member call out team) (35 memebers X $60)	$2,100
Insurance (work comp & liability) for 44 members (premium for 1 year) (44 X $47.72X 1yr)	$440
CERT ID Cards with picture(35 member call out team)(35x $22) = 770	$775
CERT ID Card (Badge Holder Lanyard) x35 ($4 X 35) =140	$153
OPERATING COSTS CATEGORY TOTAL	**$25,000**

TL

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: ~~City of~~ South Lake Tahoe , City of	Grant Subaward #: LC23 01 7994
C. Equipment Costs - Line-item description and calculation	23LIST **Total Amount Allocated**
N/A	
EQUIPMENT COSTS CATEGORY TOTAL	
Total Project Cost (Must match the Grant Subaward Face Sheet)	**$25,000**

TL

Budget Summary Report

LC23 Listos California CERT Support Grant Program	**Subaward#: LC23 01 7994**
South Lake Tahoe, City Of	**Subaward Period: 06/01/24 - 12/31/25**
Listos California CERT Support Grant Program	**Latest Request:**

A Personnel Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
S	23LIST	0	0	0	0	0
Total A Personnel Services - Salaries/Employee Benefits		***0***	***0***	***0***	***0***	***0***

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
S	23LIST	25,000	0	25,000	0	25,000
Total B. Operating Expenses		***25,000***	***0***	***25,000***	***0***	***25,000***

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
S	23LIST	0	0	0	0	0
Total C. Equipment		***0***	***0***	***0***	***0***	***0***

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total						

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

Budget Summary Report

LC23 Listos California CERT Support Grant Program	**Subaward#: LC23 01 7994**
South Lake Tahoe, City Of	**Subaward Period: 06/01/24 - 12/31/25**
Listos California CERT Support Grant Program	**Latest Request:**

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	**0**	**0**	**0**	**0**	**0**
Total Funded:	**25,000**	**0**	**25,000**	**0**	**25,000**
Total Project Cost:	**25,000**	**0**	**25,000**	**0**	**25,000**

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

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

AB Grant Subaward #: LC23 01 7994

AB Subrecipient: ~~City of~~ South Lake Tahoe, City of

The Operating Cost section of the Budget Detail Worksheet reflects the estimated costs associated with the implementation of the recently formed Tahoe CERT Team. These operating costs will provide the supplies and equipment necessary to develop the Tahoe CERT program and establish a baseline capacity to enhance and expand the program for effective community preparedness during disasters and emergencies. All purchases will be researched for the best price and value.

Professional CERT Attire (with CERT logo)

Tahoe CERT Team will be recognized in a professional demeanor during public events and disasters. Attire purchased will allow options for weather conditions as well as high visible colors for additional safety. Estimated cost $6,863.

CERT Gear

35 Member call out team will use CERT backpacks and duffle bags to keep gear dry. This includes necessary tools, PPE safety gear, first aid supplies, traffic wand, and field operating guidebook to properly respond to an emergency event. Deluxe CERT fanny packs will be used for patrolling events, rendering basic first aid, training events & emergency disaster. Estimated cost $8,206.

First Aid Supplies / Splints

First aid supplies will be used during training to learn basic skills applied on scene during a disaster or emergency in the community. Estimated cost $735.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

AB Grant Subaward #: LC23 01 7994

AB Subrecipient: ~~City of~~ South Lake Tahoe, City of

Training / Triage / Transport

A simulated realistic mannequin with added weight will be purchased to learn proper ways to lift, move, triage with colored ribbons and transport by blanket or stretcher to the triage tarp area for triage and treatment. Estimated costs $3,328.

Portable Radio Communication

Radios will allow effective communication and safety for the CERT Team during training, public events, and emergency disasters. Radios will be stored in a six-charger unit. Estimated costs $396.

Equipment & Basic CERT Academy Training & Events

HP laptop will be used during training classes for power point, videos, monitor and input information for training, track events, hours volunteered and contact information. PPE equipment will be set aside for Basic CERT Training. White board with easel will be used for training, outreach, and educational events. CERT tablecloth and banner will be used for events to promote the program and recruitment for upcoming Basic CERT class. Estimated costs $2,004.

CERT (35 Member call out team)

Background check and fingerprints will be required for public safety, as well as photo ID cards for proper identification on a CERT lanyard as well as CIMA insurance for workers compensation and liability coverage. Estimated cost $3,468.

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

AB Grant Subaward #: LC23 01 7994

AB Subrecipient: ~~The City of~~ South Lake Tahoe, City of

Problem Statement

The City of South Lake Tahoe has a resident population of 21,175, located in a mountainous environment, at an elevation of 6,260 feet, surrounded by National Forest. This rugged geographic location poses increased risks of disasters to unprepared, underserved communities, resident population, and the millions of visitors to the area annually. According to the United States Census Bureau, resident population ethnic groups are White – 59.2%, Hispanic or Latino - 28.5%, Two or More Races – 10.3%, Other – 2%. While much of the population is considered low-to middle class; 13.3% of the city's population is living at or below poverty level.

Since January 2020, the City of South Lake Tahoe (CSLT) has activated the Emergency Operation Center four times, to address disasters such as Covid 19, wildfire, evacuations, winter storms, flooding, and road closures limiting delivery of resources. These emergency situations put tremendous strain on Public Safety personnel, Public Works, Utility Districts, businesses, as well as vulnerable neighborhoods within the Tahoe Basin. To best meet the needs of all residents and to educate the visiting tourists, a Tahoe Community Emergency Response Team (CERT) was formed and is registered through FEMA as a Community CERT. This team has tremendous support from the CSLT, Law Enforcement, Fire Rescue,

Barton Hospital, and Utility Companies, just to name a few. As the sponsor of the Tahoe CERT, the City of South Lake Tahoe believes the evolution of this team will engage stakeholders in the community who are at risk and allow for CERT to focus on key elements of the pre-incident planning process. This new CERT collaboration is consistent with the Federal Emergency Management Agency (FEMA) approach designed for individuals, low-income and non-English speaking residents, senior citizens, and businesses to understand the hazards impacting their home, community, and workplace in the event of a disaster.

While there are several challenges presented in delivering CERT training to all members of the community and visitors, the CERT team sees opportunities for engagement of the more vulnerable residents. For instance, a bilingual trainer will help assist non-English speaking residents, as well as a Hybrid Video class in Spanish. Public outreach through social media and community events will be presented in both English and Spanish to inform the public of the significance of the CERT Training Academy. Training classes could fluctuate to allow greater attendance with the varied job schedules of residents. Smaller trainings could be presented "virtually" to reach homebound residents, as well as "mini" family and neighborhood trainings. The goal would be for Tahoe residents to be CERT educated and in turn, engage the visiting population to be prepared.

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OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

AB Grant Subaward #: LC23 01 7994

AB Subrecipient: ~~The City of~~ South Lake Tahoe, City of

Program Plan

Currently, there are eight Tahoe CERT members, with five to ten years' experience on a CERT Team. Seven members from a previous STAT Team intend to join the Tahoe CERT by taking the Hybrid CERT training class online as well as attending hands-on training skills. Initial goal would be for a 35-member CERT team. The Tahoe CERT Training and Basic Training Academy will be classroom based, taught by two certified CERT instructors utilizing FEMA curriculum and hands-on exercises. In addition to instructor-led CERT training, the following local agencies will also provide training: California Highway Patrol, Eldorado Sheriff's Office, South Lake Tahoe Police Dept., Cal Fire, South Lake Tahoe Fire Rescue, Lake Valley Fire, Tahoe Douglas Fire, JPA Ambulance, Barton Hospital, City of South Lake Tahoe, Liberty Utilities and Southwest Gas. In addition, a bilingual trainer will help assist non-English speaking residents. The new Tahoe CERT Basic Training Academy is scheduled for early Fall 2024 for 20 participants pending preparation and procurement of training items. Since the Tahoe CERT is a new program, receiving a Listos Grant award, would help expedite the purchase of training items and CERT member supplies, enabling the program to meet the goal of educating the community as well as visitors.

To maintain status, the 35-member CERT call out team will have to meet a

high level of requirements, including one MCI drill per year. An annual CERT refresher will offer course review, hands on drills and a small scenario drill. Quarterly trainings will include various CERT topics and new training materials to include the most recent compliances, as well as meetings every 45 to 60 days in person or virtually. Members that are not part of the call out team are encouraged to attend trainings and meetings as well.

CERT Members will be active participants at various community activities throughout the year, including a Tahoe CERT table at several annual events in May thru October with preparedness information along with CERT program and Academy recruitment materials in bi-lingual format. The Tahoe CERT team can educate neighbors with a Preparedness Class for disasters, power outages, weather events, evacuations, utility shut off, fire extinguishers, go- bag, basic first aid. light rescue and communication with GMRS Radio. In addition, Tahoe CERT can assist with traffic management, offer basic first aid while on patrol at events, assist during 4th of July Parade, flu clinics, and will be a large presence for outreach at the Multicultural Celebration at Bijou Park which is a well-attended event for a variety of ethnicity groups throughout the community. Outreach and communication will be a continuous goal to grow the Tahoe CERT program as a valuable component of preparedness in the Tahoe Basin.

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

AB

Subrecipient: ~~City of~~ South Lake Tahoe, City of	**UEI #** ~~FG8YLL3CQ3J1~~ AB	**FIPS #:** 017-73108
Grant Disaster/Program Title: Listos California CERT Support Grant (LC) Program		
Performance Period: 06/01/24 to 12/31/25	**Subaward Amount Requested:** $ 25,000	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, 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 grant
4. What is the approximate total dollar amount of all grants your organization receives?	$ 44,000,000
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?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>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) John Stark	**Date:** 02/27/24
Print Name and Title: John Stark, Director of Parks and Recreation	**Phone Number:** 530-542-6197
Cal OES Staff Only: SUBAWARD # LC23 01 7994 AB	

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

AB Grant Subaward #: LC23 01 7994

AB Subrecipient: ~~City of~~ South Lake Tahoe, City of

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: 21,175

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 12

Agenda Item: Use of General Fund to Cover Facility Rental Fees for Boo Bash Event

Executive Summary: The Cityâ€™s Parks and Recreation Department (City) and Ever After Productions are partnering together to host the third-annual Boo Bash event on October 25, 2025, from 5:00 to 8:00 pm, at the Recreation Center. Boo Bash is a one-day event where the Recreation Center rooms will be transformed with spooky backdrops and decorations for a family friendly Halloween celebration. Ever After Productions is responsible for setting up different props and decorations as well as providing activities and costumed actors. The Recreation Center will be utilized beginning on October 24 for 12.5 hours for setup, 13.5 hours on October 25 for the event and 5 hours on October 26 for cleanup and breakdown. Ever After Productions charges an entrance fee of $25 for children and $20 for adults to cover the costs of the production and support their business. Without financial support from the City, these admission fees would need to be increased. Staff requests that City Council authorize the use of General Fund to cover the rental fees for the Gym, Aspen, Cedar and Douglas rooms totaling $5,828 to allow Ever After Productions to produce the event for the public at a reasonable cost. These fees are prohibitive for them to be able to host the event without incurring a loss. Ever After Productions will complete the standard facility rental agreement with the Parks & Recreation Department. Without the fee subsidy, admission fees would need to be increased beyond the levels currently proposed.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Use of General Fund to cover facility rental fees for Ever After Productions for the rental of the Gym, Aspen, Cedar and Douglas Rooms to produce the Boo Bash event totaling $5,828.

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

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

Attachments:

01-Staff Report - Boo Bash Facility Rental Fees.docx
02-Resolution - Boo Bash Facility Rental Fees.docx

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

Meeting Date: September 9, 2025

Title: Use of General Fund to Cover Facility Rental Fees for Boo Bash Event

Location: Recreation & Swim Complex

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

Background: The City's Parks and Recreation Department (City) and Ever After Productions are partnering together to host the third-annual Boo Bash event on October 25, 2025, from 5:00 to 8:00 pm, at the Recreation Center. Boo Bash is a one-day event where the Recreation Center rooms will be transformed with spooky backdrops and decorations for a family friendly Halloween celebration. Ever After Productions is responsible for setting up different props and decorations as well as providing activities and costumed actors. The Recreation Center will be utilized beginning on October 24 for 12.5 hours for setup, 13.5 hours on October 25 for the event and 5 hours on October 26 for cleanup and breakdown. Ever After Productions charges an entrance fee of $25 for children and $20 for adults to cover the costs of the production and support their business. Without financial support from the City, these admission fees would need to be increased.

Staff requests that City Council authorize the use of General Fund to cover the rental fees for the Gym, Aspen, Cedar and Douglas rooms totaling $5,828 to allow Ever After Productions to produce the event for the public at a reasonable cost. These fees are prohibitive for them to be able to host the event without incurring a loss. Ever After Productions will complete the standard facility rental agreement with the Parks & Recreation Department. Without the fee subsidy, admission fees would need to be increased beyond the levels currently proposed.

In 2024, Boo Bash hosted 273 participants and is anticipated to host similar numbers this year enhancing the number of partner events Parks & Recreation offers for the community.

Issue and Discussion:

City Council authorization is required to allow the Parks and Recreation Department to apply General Fund support toward the facility rental costs for Boo Bash 2025. This approach enables the City to support a valued public event without increasing admission fees to the community, while still recognizing and accounting for the cost of using City facilities. totaling $5,828.

Financial Implications: In-kind services include a Recreation Coordinator who will staff the Recreation Center and assist throughout the event setup, execution and cleanup totaling $1,290. Rental fees for the room total $5,828 would be subsidized for Ever After Productions from the General Fund in order for them to provide a low-cost event for the community. Ever After Productions will pay $344 for a City maintenance staff time during cleanup.

Environmental Considerations: The Boo Bash event is categorically exempt from review under the California Environmental Quality Act (CEQA) because the program will allow for the normal operations of existing facilities for public gatherings for which the facilities were designed (CEQA Guidelines section 15323 – Normal Operations of Facilities for Public Gatherings).

Policy Implications: Strategic Plan Priorities supported by waving the rental fees for Boo Bash include: 4.3 Strive to Develop 51 events per year in coordination with partners.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Authorizing the Use of General Fund to Cover Facility Rental Fees at the Recreation Center for Ever After Productions to Host the Boo Bash in Partnership with Parks & Recreation

BACKGROUND

A. The City's Parks and Recreation Department (City) and Ever After Productions are partnering together to host the third-annual Boo Bash event on October 25, 2025, from 5:00 to 8:00 pm, at the Recreation Center.
B. Boo Bash is a one-day event where the Recreation Center rooms will be transformed with spooky backdrops and decorations for a family friendly Halloween celebration.
C. Ever After Productions is responsible for setting up different props and decorations as well as providing activities and costumed actors.
D. The Recreation Center will be utilized beginning on October 24 for 12.5 hours for setup, 13.5 hours on October 25 for the event and 5 hours on October 26 for cleanup and breakdown. Ever After Productions charges an entrance fee of $25 for children and $20 for adults to cover the costs of the production and support their business.
City Council authorization is required to allow the Parks and Recreation department to apply General Fund support toward the rental fees for the Gym, Aspen, Cedar and Douglas rooms totaling $5,828 to allow Ever After Productions to produce the event for the public at a reasonable cost. These fees are prohibitive for them to be able to host the event without incurring a loss. This approach enables the City to support a valued public event without increasing admission fees to the community, while still recognizing and accounting for the cost of using City facilities. Ever After Productions will complete the standard facility rental agreement with the Parks & Recreation Department.

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

1. Authorizes the Use of General Fund to cover facility rental fees for Ever After Productions for the rental of the Gym, Aspen, Cedar and Douglas Rooms to produce the Boo Bash event totaling $5,828.

Adopted by the City of South Lake Tahoe City Council on September 9, 2025, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 13

Agenda Item: Reimbursement Agreement with South Tahoe Public Utility District (STPUD) for Bijou 1 Waterline Replacement Repaving

Executive Summary: The 2025 Bijou 1 Waterline Replacement Project consists of waterline installations in the Lower Bijou Neighborhood. This waterline work involves pavement cutting to allow for subsurface excavations within the Cityâ€™s public right of way. South Tahoe Public Utility Districtâ€™s (STPUD) blanket permit mandates that the District is required to comply with the Cityâ€™s Public Improvement and Engineering Standards (PIES). PIES states that the District must repave a full width traffic lane, to a depth of 2â€, where the trenching exceeds 250 linear feet, in addition to repaving a full width traffic lane if 3 transverse road cuts within 250 linear feet of roadway. For this project, the City and District have agreed to limit the repaving work to the trench limits. The District will compensate the City for paving required by PIES. The City prefers receipt of payment from the District in lieu of the District performing the standard PIES required pavement grinding and overlay work as the City incorporates this funding into their annual paving project.

Requested Action / Suggested Motions: Pass a Resolution 1) authorizing and directing the Mayor to execute a Reimbursement Agreement with STPUD for Bijou 1 waterline replacement repaving; 2) accepting $530,000.00 with 25% contingency of $132,500.00 to reimburse the City for the STPUD utility work; and 3) amending the 2026 Road Rehabilitation Project Budget (301-50005-48030).

Responsible Staff Member: Cameron Grant, Engineering Technician

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

Attachments:

01-Staff Report - STPUD Reimbursement Agreement.docx
02-Resolution - STPUD Reimbursement Agreement.docx
03- STPUD Reimbursement Agreement.pdf

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

Meeting Date: September 9, 2025

Title: Reimbursement Agreement with South Tahoe Public Utility District (STPUD) and Appropriating Funds to the 2026 Road Rehabilitation Project

Location: Bijou Neighborhood

Responsible Staff Member: Cameron Grant, Engineer Technician

Background: The 2025 Bijou 1 Waterline Replacement Project consists of waterline installations in the Lower Bijou Neighborhood. This waterline work involves pavement cutting to allow for subsurface excavations within the City's public right of way. South Tahoe Public Utility District's (STPUD) blanket permit mandates that the District is required to comply with the City's Public Improvement and Engineering Standards (PIES). PIES states that the District must repave a full width traffic lane, to a depth of 2", where the trenching exceeds 250 linear feet, in addition to repaving a full width traffic lane if 3 transverse road cuts within 250 linear feet of roadway. For this project, the City and District have agreed to limit the repaving work to the trench limits. The District will compensate the City for paving required by PIES. The City prefers receipt of payment from the District in lieu of the District performing the standard PIES required pavement grinding and overlay work as the City incorporates this funding into their annual paving project.

Issue and Discussion: This agreement with STPUD allows the amount that would have been paid to STPUD's contractor to be transferred into the 2026 Road Rehab project account to provide additional funding for roadway restoration.

Financial Implications: The Reimbursement agreement with STPUD will have the following financial implications:

Item	Value
Repavement Area (sf)	106,000
Negotiated Unit Price ($/sf)	$5.00
Total Anticipated Repavement Cost (Negotiated Unity Price x Repavement Area)	$530,000
Maximum Authorized Repavement Cost (Total Anticipated Repavement Cost + 25%)	$662,500

The STPUD paving reimbursement will be deposited into the 301-50005-33313 Revenue Account to fund the annual Road Rehabilitation Project from 301-50005-48030 Construction line item.

Environmental Considerations: This plan update is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2).

Policy Implications: This agreement is consistent with the City's Strategic Plan 2025-2030. It aligns with goal 5.5 of Improve Transportation by increasing the amount of road repair.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9th, 2025

Reimbursement Agreement with South Tahoe Public Utility District (STPUD) and Appropriating Funds to the 2026 Road Rehabilitation Project

BACKGROUND

A. South Tahoe Public Utility District's (STPUD) Bijou 1 Waterline Project involves trenching roadways in the Lower Bijou Neighborhood.

B. STPUD will compensate the City for the 2" asphalt overlay by reimbursing for the cost of instead of completing of a 2" asphalt overlay. Trench restoration will be completed by STPUD.

C. The reimbursement agreement between the City of South Lake Tahoe (City) and STPUD provides conditions and terms for completing STPUD replacement PIES complaint work as the City's 2026 Road Rehabilitation project.

D. Staff recommends approval of STPUD reimbursement contributing to the 2026 Road Rehabilitation Project in the amount of $530,000.00 with a 25% contingency of $132,500.00 for a total amount of $662,500.00.

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

1. Authorizes and directs the Mayor to execute the reimbursement agreement between the City and STPUD for Bijou 1 waterline replacement repaving, which is attached hereto as Exhibit "A", and accepts $530,000.00 with a 25% contingency of $132,500.00 to reimburse the City for the road repair associated with the STPUD utility work.

Item	**Value**
Repavement Area (sf)	106,000
Negotiated Unit Price ($/sf)	$5.00
Total Anticipated Repavement Cost (Negotiated Unity Price x Repavement Area)	$530,000
Maximum Authorized Repavement Cost (Total Anticipated Repavement Cost + 25%)	$662,500

2. Authorizes the Finance Director to amend the Fiscal Year 2025-2026 budget and appropriate funds within the 301-50005 Road Rehabilitation account, as described below.
REVENUE:

301-50005-33313 South Tahoe Public Utility District (-) $662,500

EXPENDITURE:
301-50005-48030 Construction (+) $662,500

Adopted by the City of South Lake Tahoe City Council on September 9th, 2025 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship
Assistant 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
AGREEMENT
FOR ROAD REPAIRS

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 the 2025 construction season, the District intends to replace waterlines and associated appurtenances as part of the Bijou 1 Waterline 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 May 13, 2025 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 City and the District have agreed to limit the extent of pavement repair work performed by the District and the District will compensate the City in the amount provided in this Agreement for the cost of pavement grinding and overlay of City streets required in accordance with the City's PIES. For the purpose of the Project, the City prefers receipt of payment from the District in lieu of the District performing the standard PIES required pavement grinding and overlay work.

6. 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.

7. 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.

8. The parties desire to enter into this Reimbursement Agreement to achieve efficiencies and better service for their respective customers.

AGREEMENT

1. District Obligations

   a. Instead of repaving the City-maintained roads following the Project, the District agrees to make permanent trench or pothole 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"). For the purposes of this Agreement, the permanent trench repairs performed by the District are defined as repairing the pavement the width of the trench (minimum of 4 ft) with 4" minimum compacted AC or match existing AC depth.

   b. 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.

   c. In no case shall the District be responsible for additional reimbursement to the City for increases to the square footage cost for Repavement Work associated with the Project above what is set forth in Exhibit B.

   d. Neither City or any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by District under or in connection with any work, authority, or jurisdiction arising under this Agreement. It is understood and agreed that District shall fully defend, indemnify, and save harmless City and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by District under this Agreement.

2. City Obligations

   a. 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. 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.

b. 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.

c. City shall send to the District a written reimbursement request.

d. City shall use the funds received for the Repavement Work towards repaving roads within the City of South Lake Tahoe, including minor storm drain and ancillary roadway improvements.

e. Neither District or any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority, or jurisdiction arising under this Agreement. It is understood and agreed that City shall fully defend, indemnify, and save harmless District and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by City under this Agreement.

3. Term/Time of Performance. This Agreement shall be effective as of the date written above, and shall terminate twenty-four (24) 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 City of South Lake Tahoe 1740 D Street South Lake Tahoe, CA 96150
Provide a copy to:	City Attorney's Office City of South Lake Tahoe 1901 Maloff Way, Suite 300 South Lake Tahoe, CA 96150
If to the District:	General Manager South Tahoe Public Utility District 1275 Meadow Crest Drive South Lake Tahoe, CA 96150

9. Assignment. Neither party shall assign this Agreement or any part thereof of any monies due hereunder.

10. 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.

11. 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.

12. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the City Manager and the District General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

Tamara Wallace, Mayor

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Paul Hughes, General Manager

APPROVED AS TO FORM:

Heather Stroud, City Attorney

ATTEST:

Susan Blankenship, City Clerk

ATTEST:

Melonie Guttry, Clerk of the Board

ATTACHMENTS:

Exhibit A: Project Schedule and Plans
Exhibit B: Costs for Repavement Work

EXHIBIT A
PROJECT SCHEDULE AND PLANS

Schedule
Mobilization – June 1st, 2025
Demobilization – October 15th, 2025

SOUTH TAHOE PUBLIC UTILITY DISTRICT

BIJOU 1 WATERLINE REPLACEMENT PROJECT

SOUTH LAKE TAHOE, CALIFORNIA

ENGINEER

NCE

300 E. 2nd St. Suite 1210
Reno, Nevada 89501
(775) 329-4955 Fax (775) 329-5098

BOARD OF DIRECTORS
SOUTH TAHOE PUBLIC UTILITY DISTRICT

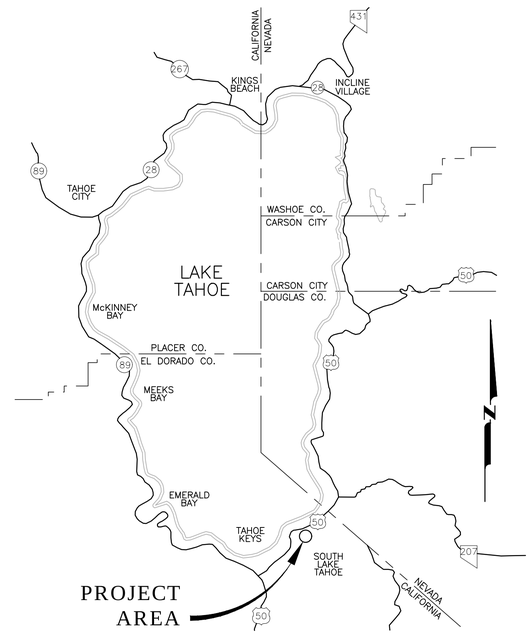
DIRECTORS
NICK EXLINE
JOEL HENDERSON
NICK HAVEN
SHANE ROSMOS
KELLY SHEEHAN

GENERAL MANAGER
PAUL HUGHES

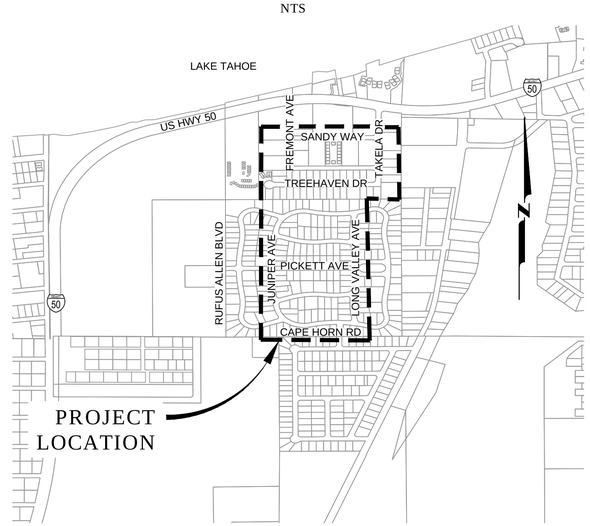
APPROVED FOR PURPOSES OF GOVERNMENT CODE 830.6

Julie H. Ryan — 03/19/2025

JULIE H RYAN, DISTRICT ENGINEER — DATE
P.E. NO CE 59002
SOUTH TAHOE PUBLIC UTILITY DISTRICT



VICINITY MAP
NTS



LOCATION MAP
NTS

SHEET INDEX		
SHT NO.	DRAWING NO.	DESCRIPTION
1	G1	TITLE SHEET
2	G2	GENERAL NOTES
3	G3	STAGING AREA PLAN
4	G4	LEGEND & ABBREVIATIONS
5	G5	SITE PLAN & SHEET INDEX MAP
6	C1	SANDY WAY WATERLINE PLAN
7	C2	MONO LN WATERLINE PLAN
8	C3	TREEHAVEN DR WATERLINE PLAN
9	C4	FREMONT AVE WATERLINE PLAN
10	C5	TAKELA DR WATERLINE PLAN
11	C6	ASH AVE WATERLINE PLAN
12	C7	PICKETT AVE WATERLINE PLAN
13	C8	FIR AVE WATERLINE PLAN
14	C9	JUNIPER AVE WATERLINE PLAN
15	C10	LONG VALLEY AVE WATERLINE PLAN
16	C11	WATER CONNECTION DETAILS
17	D1	DETAILS
18	D2	DETAILS
19	D3	DETAILS
20	D4	DETAILS
21	D5	BMP DETAILS
22	T1	TRAFFIC CONTROL PLAN

ISSUED FOR BID
DATE: 03-18-2025

NCE
300 E 2nd St., Suite 1210
Reno, Nevada 89501
(775) 329-4955 * Fax (775) 329-5098

REGISTERED PROFESSIONAL ENGINEER
FRANZ G. HAIDLMAIER
NO. C 64725
EXP. 06/30/25
CIVIL
STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

PROJECT NO:	697.05.25
DESIGNED BY:	KH
DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
DATE:	03/18/2025

This drawing is the property of NCE, including all patented and patentable features, and/or confidential information and its use is conditioned upon the user's agreement not to reproduce the drawing, in whole or part, nor the material described thereon, nor the use of the drawing for any purpose other than specifically permitted in writing by NCE.

SHEET TITLE
TITLE SHEET

DRAWING
G1

SHEET 1 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\G1_TITLE-SHEET.dwg | Layout: G1 | Printed Mar 13, 2025 @ 2:59pm | ID:Kit.24.3s (UMS Tech)

GENERAL NOTES

1) CONTRACTOR SHALL HAVE SIGNED PLANS, SPECIFICATION AND PERMITS IN THEIR POSSESSION PRIOR TO COMMENCEMENT OF WORK.

2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES, LOCAL AGENCIES AND/OR UTILITY DISTRICTS AS TO THE LOCATION OF ALL UNDERGROUND FACILITIES. LOCATION AND DEPTH OF EXISTING UTILITIES WHERE SHOWN ON PLANS ARE BASED ON BEST AVAILABLE INFORMATION. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION OR THAT ALL UTILITIES ARE SHOWN. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE, PROTECT, AND MAINTAIN ALL EXISTING UTILITIES. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACTOR SHALL NOTIFY MEMBERS OF UNDERGROUND SERVICE ALERT 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING UNDERGROUND SERVICE ALERT 811. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES OF DEPTH BELOW THE EXISTING SURFACE.

3) THE CONTRACTOR SHALL POTHOLE ALL TIE IN LOCATIONS AND ALL UTILITY AND STORM DRAIN CROSSINGS ALONG THE PIPELINE ALIGNMENT IN ADVANCE OF LAYOUT/SAWCUTTING/INSTALLATION. THE CONTRACTOR SHALL REPORT THE RESULTS OF THE POTHOLE IN WRITING TO THE ENGINEER 48 HOURS (NOT TO INCLUDE WEEKENDS OR HOLIDAYS) PRIOR TO UNDERTAKING ANY CORRECTIVE ACTION BY THE CONTRACTOR REGARDING FACILITY LOCATION OR ALIGNMENT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER. SHOULD ANY CORRECTIVE WORK BE DONE PRIOR TO NOTIFICATION, THE DISTRICT ASSUMES NO LIABILITY FOR THE COSTS INCURRED FOR THIS WORK.

4) CONTRACTOR TO BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND ANY OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY A CALIFORNIA LICENSED SURVEYOR AT CONTRACTOR'S EXPENSE.

5) THE CONTRACTOR SHALL APPLY EITHER WATER OR DUST PALLIATIVE OR BOTH, AS REQUIRED AT THE OPTION OF THE OWNER OR HIS REPRESENTATIVE, FOR THE ALLEVIATION OR PREVENTION OF DUST NUISANCE.

6) THE CONTRACTOR SHALL COMPLY WITH THE TAHOE REGIONAL PLANNING AGENCY STANDARD CONDITIONS OF APPROVAL. A PRE-GRADE INSPECTION SHALL BE COMPLETED PRIOR TO ANY SAWCUTTING OR EXCAVATION ACTIVITIES.

7) THE CONTRACTOR SHALL COMPLY WITH THE STATE WATER QUALITY CONTROL BOARD WASTE DISCHARGE REQUIREMENTS FOR THIS PROJECT AND THE CITY OF SOUTH LAKE TAHOE'S ENCROACHMENT PERMIT.

8) ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE REVEGETATED BY THE CONTRACTOR IN ACCORDANCE WITH THE TAHOE REGIONAL PLANNING AGENCY HANDBOOK OF BEST MANAGEMENT PRACTICES. APPLICATION OF A MULCH MAY ENHANCE VEGETATIVE ESTABLISHMENT. NO EQUIPMENT OR VEHICLES SHALL BE PLACED OUTSIDE THE STATE, CITY, OR COUNTY RIGHT OF WAY. ANY DISTURBANCE OF PRIVATE PROPERTY SHALL BE RESTORED BY THE CONTRACTOR AT THEIR EXPENSE.

9) ALL EXCESS MATERIAL FROM THE PROJECT IS TO BE REMOVED FROM THE SITE AND DISPOSED OF AT A SITE APPROVED BY THE TAHOE REGIONAL PLANNING AGENCY. NO EXCESS MATERIAL SHALL BE STORED ON SITE AFTER HOURS.

10) ALL INTERTIES BETWEEN NEW WATER MAINS AND THE EXISTING WATER SYSTEM, INCLUDING NEW WATER SERVICE CONNECTIONS, AND FIRE HYDRANT INSTALLATIONS AND TRANSFERS, SHALL ONLY BE MADE AFTER ALL PRESSURE TESTING AND DISINFECTION REQUIREMENTS ARE SATISFACTORILY MET. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL BLOW OFFS NECESSARY FOR FLUSHING AND SAMPLING OF ALL NEW WATER MAINS AS REQUIRED BY THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD AND PROJECT SPECIFICATIONS.

11) WHERE NEW WATER MAINS ARE BEING INSTALLED IN PAVED SECTIONS THE MAXIMUM WIDTH FOR ASPHALT REPLACEMENT THE CONTRACTOR SHALL BE COMPENSATED FOR IS THE MAXIMUM CLEAR TRENCH WIDTH FOR THE PIPELINE SIZE BEING INSTALLED PLUS TWENTY FOUR INCHES (24") IN CITY OF SOUTH LAKE TAHOE RIGHT OF WAY, AS PROVIDED IN THE CONTRACT SPECIFICATIONS. THE CONTRACTOR SHALL REPLACE ALL TRAFFIC STRIPING AND TRAFFIC LOOPS THAT ARE DISTURBED DURING CONSTRUCTION.

12) ALL EXCAVATIONS SHALL BE BACKFILLED OR TRENCH PLATED AT THE END OF EACH DAY'S WORK PER THE SPECIFICATIONS AND ENCROACHMENT PERMIT. EXCAVATIONS WITHIN EXISTING PAVED AREAS SHALL BE HOT OR COLD PATCHED AS REQUIRED PER SPECIFICATIONS TO MATCH THE EXISTING PAVEMENT AT THE END OF EACH DAY'S WORK. ALL TRENCH PLATES SHALL BE NON-SKID TYPE AND HAVE COLD PATCH APPLIED TO THE EDGE FOR TRAFFIC APPROACH AND DEPARTURE.

13) THE CONTRACTOR SHALL PROVIDE, ON ALL NON-CONDUCTIVE PIPING, CONTINUOUS INSULATED TRACER WIRE RATED FOR DIRECT BURY (#10 SOLID COPPER OR #12 COPPER CLAD STEEL WIRE ALONG THE PIPELINE AND PROVIDE ACCESS TO TRACER WIRE AT ALL VALVE BOX INSTALLATIONS WITH A MINIMUM OF 1 FT EXCESS TRACER WIRE FOR FUTURE SERVICE CONNECTIONS. THIS SHALL ALSO APPLY TO ALL CONDUCTIVE PIPING UNLESS PERMANENTLY BONDED AT EACH JOINT. ALL TRACER WIRE CONNECTIONS SHALL BE MADE USING 3M DBR-6 SPLICE KIT OR APPROVED EQUAL.

14) THE CONTRACTOR SHALL PROTECT AND BE RESPONSIBLE FOR ANY DISTURBANCE OR CONTAMINATION TO ANY DRY WELLS, STORM WATER COLLECTION OR RETAINAGE SYSTEMS INCLUDING STORM DRAIN PIPE, CURB & GUTTER, VALLEY GUTTERS AND HORIZONTAL DRAINS THROUGH OUT THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED AT NO ADDITIONAL COST TO DISTRICT. THE CONTRACTOR SHALL NOT STOCK PILE ANY MATERIAL UPON ANY DRAINAGE FACILITIES.

15) PRIOR TO CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL SUBMIT TO THE DISTRICT FOR ACCEPTANCE A PROJECT SPECIFIC TRAFFIC CONTROL PLAN. FOR ANY APPROVED ROAD CLOSURES, THE CONTRACTOR SHALL NOTIFY CITY OF SOUTH LAKE TAHOE DISPATCH BEFORE AND AFTER CLOSURE EACH DAY.

16) CONTRACTOR SHALL MAINTAIN THE CONTINUOUS FLOW OF TRAFFIC AT ALL TIMES DURING CONSTRUCTION ACTIVITY. AFTER WORKING HOURS ALL TRAFFIC BARRIERS SHALL BE REMOVED AND TRAFFIC RETURNED TO NORMAL.

17) CONTRACTOR SHALL REMOVE ALL MATERIAL GENERATED BY ANY ASPHALT SAW CUTTING OPERATION DURING OR IMMEDIATELY AFTER SAWCUTTING BY USING ADEQUATELY SIZED VACUUMING EQUIPMENT TO ACCOMMODATE THE REMOVAL PROCESS.

18) WHEN HOT TAPPING A WATER MAIN: CONTRACTOR SHALL EXCAVATE, SHORE AND SHIELD EXISTING WATER MAIN. CONTRACTOR SHALL PRESSURE TEST, SADDLE AND GATE VALVE PRIOR TO HOT TAP. CONTRACTOR SHALL PROVIDE ACCESS AND TRAFFIC CONTROL FOR DISTRICT CREWS TO HOT TAP WATER MAIN. ALL HOT TAPS SHALL BE DONE TUESDAYS THRU THURSDAYS. CONTRACTOR SHALL REQUEST IN WRITING SEVENTY TWO (72) HOURS IN ADVANCED FOR DISTRICT CREWS TO PERFORM HOT TAP.

19) CONTRACTORS EQUIPMENT AND EMPLOYEE VEHICLES SHALL PARK ON EXISTING PAVED SURFACES OR EXISTING COMPACTED ROAD SHOULDERS. NO EQUIPMENT OR VEHICLES SHALL BE PLACED OUTSIDE THE STATE, CITY, OR COUNTY RIGHT OF WAY. ANY DISTURBANCE OF PRIVATE PROPERTY SHALL BE RESTORED BY THE CONTRACTOR AT THEIR EXPENSE.

20) ALL SEWER PIPES DAMAGED DURING THE EXECUTION OF THE PROJECT SHALL BE REPAIRED PER DETAILS.

21) AFTER THE NEW MAIN IS PLACED INTO SERVICE, THE EXISTING WATER MAINS, WHERE SHOWN ON THE PROJECT DRAWINGS, ARE TO BE ABANDONED IN PLACE BY CUTTING OUT A SECTION OF PIPE AND WELDING A CAP ON THE END OF THE PIPELINE, OR OTHER APPROVED METHOD OF CAPPING. BLIND-FLANGE CAPPING SHALL BE UTILIZED WHERE POSSIBLE. ALL EXPOSED CORPORATION STOPS ON THE EXISTING WATER MAINS ARE TO BE LEFT IN PLACE IN THE CLOSED POSITION. FOR CORPORATION STOPS THAT HAVE NOT BEEN EXPOSED, THE CAPPING OF THE END OF THE SERVICE LINE USING AN APPROVED COMPRESSION FITTING SHALL BE ACCEPTABLE. EXISTING FIRE HYDRANTS TO BE ABANDONED AT THE ISOLATION VALVE, REMOVED FROM THE PROJECT AREA AND RETURNED TO THE DISTRICT, BY THE CONTRACTOR. THE ISOLATION VALVE IS TO BE BLIND FLANGED OR CAPPED BY OTHER APPROVED METHOD.

22) ALL EXISTING WATER SERVICES FOR THIS PROJECT SHALL BE ABANDONED PER NOTE #21. ONLY NEW WATER SERVICE CONNECTIONS WHERE SHOWN ON THE PROJECT PLANS SHALL BE INSTALLED PER THE DISTRICTS STANDARD DETAILS AND PROJECT DRAWINGS. THE LOCATIONS OF ALL EXISTING WATER SERVICES SHALL BE VERIFIED AND MARKED IN THE FIELD.

23) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE HANDLING AND PROPER DISPOSAL OF DISTRIBUTION SYSTEM WATER ENCOUNTERED DURING SYSTEM TIE-INS IN ACCORDANCE WITH THE SPECIFICATIONS. FOR THIS PROJECT, THE CONTRACTOR SHALL ASSUME THAT UP TO 1,250 GALLONS WILL BE ENCOUNTERED AT EACH TIE-IN.

24) CONTRACTOR SHALL EXPECT SHALLOW GROUNDWATER TO BE ENCOUNTERED WITHIN 5 FEET BELOW GROUND SURFACE IN SEZ AREAS, AS DEPICTED ON SHEET INDEX MAP. DEWATERING PER SPECIFICATIONS REQUIRED.

25) WORK SHALL BE IN CONFORMANCE WITH THE ENCROACHMENT PERMIT ISSUED BY CITY OF SOUTH LAKE TAHOE. NO WORK SHALL OCCUR ON SATURDAYS OR SUNDAYS WITHOUT WRITTEN PERMISSION FROM THE DISTRICT AND CITY OF SOUTH LAKE TAHOE.

STPUD BMP GENERAL NOTES

1) ON-SITE WORK SHALL BE PERFORMED FROM 8 AM TO 6 PM, MONDAY THROUGH FRIDAY. WORK OUTSIDE THESE HOURS MUST BE APPROVED BY THE DISTRICT A MINIMUM OF 48-HOURS BEFORE THE ABNORMAL WORKING HOURS ARE SCHEDULED TO BEGIN.

2) NOISE SHALL BE REDUCED BY MANDATORY USE OF MUFFLERS ON ALL CONSTRUCTION VEHICLES AND EQUIPMENT. WHERE FEASIBLE, SOLENOID PAVEMENT BREAKERS WILL BE USED IN LIEU OF AIR POWERED JACK HAMMERS.

3) NOISE GENERATING ACTIVITIES WILL BE LIMITED TO THE HOURS OF 8:00 AM TO 6:00 PM.

4) THE CONTRACTOR SHALL PROVIDE A WATER TRUCK TO WATER AREAS AS NECESSARY TO CONTROL DUST.

5) CONTRACTOR SHALL PROVIDE A VACUUM SWEEPER TRUCK FOR CLEANING OF THE SITE DURING AND AFTER CONSTRUCTION EACH DAY AS REQUIRED TO PREVENT SEDIMENT RUN OFF AND TO AID IN DUST CONTROL.

6) CONTRACTOR SHALL PROVIDE CRUSHED ROCK IN AREAS OF TEMPORARY CONSTRUCTION ACCESS TO MINIMIZE MIGRATION OF SEDIMENT.

7) ALL DISTURBED AREAS SHALL BE RESTORED TO MATCH PRE-EXISTING CONDITIONS. UNIMPROVED AREAS AND AREAS NOT LANDSCAPED SHALL BE REVEGETATED WITH NATIVE SPECIES PER TRPA BEST MANAGEMENT PRACTICES (BMP). EXISTING VEGETATION REMOVED DURING CONSTRUCTION SHALL BE CHIPPED AND MULCHED ON SITE AND STORED FOR USE DURING REVEGETATION.

8) ALL TREES IN JEOPARDY OF DAMAGE BY CONSTRUCTION ACTIVITIES AS DETERMINED BY THE DISTRICT SHALL BE PROTECTED PER DETAIL 6 ON PAGE D4.

9) SOIL AND CONSTRUCTION MATERIAL SHALL NOT BE TRACKED OFF THE CONSTRUCTION SITE. GRADING OPERATIONS SHALL CEASE IN THE EVENT THAT DANGER OF VIOLATING THIS CONDITION EXISTS.

10) DURING CONSTRUCTION, ENVIRONMENTAL PROTECTION DEVICES, SUCH AS EROSION CONTROL, DUST CONTROL AND VEGETATION PROTECTION DEVICES SHALL BE MAINTAINED AT ALL TIMES.

11) LOOSE SOIL MOUNDS OR SURFACES SHALL BE PROTECTED FROM WIND OR WATER EROSION BY BEING APPROPRIATELY COVERED AT THE END OF EACH WORK DAY OR WHEN REQUIRED BY TRPA.

12) EXCAVATED MATERIAL SHALL BE STORED UPGRADE FROM THE EXCAVATED AREA WHENEVER POSSIBLE. NO MATERIAL SHALL BE STORED IN ANY STREAM ENVIRONMENT ZONE (SEZ) OR WET AREA.

13) ONLY EQUIPMENT OF A SIZE AND TYPE THAT WILL DO THE LEAST AMOUNT OF DAMAGE, UNDER PREVAILING SITE CONDITIONS AND CONSIDERING THE NATURE OF THE WORK TO BE PERFORMED, WILL BE USED.

14) NO WASHING OF VEHICLES OR HEAVY EQUIPMENT, INCLUDING CEMENT MIXERS, SHALL BE PERMITTED ANYWHERE ON THE SUBJECT PROPERTY UNLESS AUTHORIZED BY TRPA IN WRITING.

TEMPORARY EROSION, SEDIMENT & POLLUTION CONTROL NOTES:

1. STORMWATER SHALL BE CONTROLLED BY THE CONTRACTOR TO THE SATISFACTION OF THE TRPA AND IN COMPLIANCE WITH SOUTH LAKE TAHOE CITY CODE CHAPTERS 35 & 36.
2. THE CONTRACTOR SHALL IMPLEMENT CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMPs) IN ACCORDANCE WITH THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP), IF APPLICABLE, THE TEMPORARY EROSION, SEDIMENT AND POLLUTION CONTROL PLAN NOTES AND DETAILS INCLUDED IN THIS PLAN SET, OR AS DIRECTED BY THE ENGINEER, OR TRPA IN THE FIELD.
3. GRADING, EXCAVATION, FILLING AND CLEARING OF VEGETATION OR OTHER DISTURBANCE OF SOIL SHALL NOT OCCUR BETWEEN OCTOBER 15 AND MAY 1.
4. ALL CONSTRUCTION SITES SHALL BE WINTERIZED BY OCTOBER 15 TO REDUCE THE WATER QUALITY IMPACTS ASSOCIATED WITH WINTER WEATHER PER TRPA & SOUTH LAKE TAHOE CITY CODE, AND TO THE SATISFACTION OF THE TRPA INSPECTOR AND THE ENGINEER.
5. THE PROJECT SITE AND ALL TEMPORARY BMPs SHALL BE INSPECTED BY QUALIFIED PERSONNEL BEFORE AND AFTER EACH STORM EVENT AND A MINIMUM OF ONCE EVERY DAY.
6. THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY BMPS AT ALL TIMES.
7. DUST CONTROL
   - A. CONTRACTOR IS RESPONSIBLE FOR PREVENTING CONTROLLABLE FUGITIVE DUST FROM THE PROJECT'S DISTURBED AREAS FROM BECOMING AIRBORNE ON A 7-DAY/WEEK, 24-HOUR /DAY BASIS FROM COMMENCEMENT OF PROJECT TO FINAL COMPLETION.
   - B. WATER SHALL BE APPLIED TO THE ROADWAY AND EXPOSED DIRT AREAS BY WATER TRUCK OR WATER HOSE TO CONTROL FUGITIVE DUST SO LONG AS NO DISCHARGE OF WASTE MATERIAL TO SURFACE DRAINAGE OCCURS.
   - C. STOCKPILES AND LOOSE SOIL MOUNDS SHALL BE PROTECTED FROM WIND OR WATER EROSION BY BEING APPROPRIATELY PROTECTED OR COVERED WHEN CONSTRUCTION IS NOT IN ACTIVE PROGRESS OR WHEN REQUIRED BY TRPA OR THE SWPPP.
   - D. PAVED AREAS SHALL BE SWEPT AND/OR VACUUMED AS NECESSARY TO REMOVE DIRT AND WASTE FROM CONSTRUCTION TRAFFIC.
   - E. ALL TRUCKS IMPORTING OR EXPORTING DIRT, ROCK OR OTHER FILL MATERIALS SHALL PREVENT SPILLAGE OR LOSS OF BULK MATERIAL FROM HOLES OR OTHER OPENINGS IN THE CARGO COMPARTMENT FLOOR, SIDES, AND/OR TAILGATE. ALL HAUL TRUCKS MUST BE COVERED WITH A TARP OR OTHER SUITABLE CLOSURE; OR BULK MATERIALS MUST CONTAIN ENOUGH MOISTURE AND/OR DUST SUPPRESSANT TO PREVENT FUGITIVE DUST EMISSIONS DURING TRANSPORT; OR LOAD ALL TRUCKS SUCH THAT THE FREEBOARD IS NOT LESS THAN SIX (6) INCHES. ALL MATERIALS NOT TO BE INCORPORATED INTO THE WORK SHALL BE HAULED OUTSIDE THE TAHOE BASIN.
   - F. ALL PROJECT RELATED VEHICLES SHALL PARK ON EXISTING PAVED SURFACES OR EXISTING COMPACTED ROADWAYS. CONTRACTOR SHALL MINIMIZE CONSTRUCTION RELATED VEHICLE AND EQUIPMENT EMISSIONS DURING CONSTRUCTION BY SHUTTING OFF EQUIPMENT AND VEHICLES NOT IN USE. IDLING OF DIESEL ENGINES SHALL BE KEPT TO A MINIMUM SO FAR AS PRACTICAL.
   - G. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL DUST CONTROL MEASURES, SUCH AS EXTRA WATER TRUCKS, REVEGETATION, ENVIRONMENTALLY SAFE DUST PALLIATIVES (AS APPROVED BY TRPA), AND/OR CESSATION OF OPERATIONS SHOULD THE AFOREMENTIONED MEASURES FAIL TO CONTROL FUGITIVE DUST EMISSIONS FROM THE PROJECT.
   - H. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE REVEGETATED AND MAINTAINED IN ACCORDANCE WITH THE PROJECT TECHNICAL SPECIFICATIONS FOR REVEGETATION.
8. VEGETATION PROTECTION
   - A. ALL TREES AND NATURAL VEGETATION SHALL NOT BE DISTURBED, INJURED OR REMOVED EXCEPT AS SPECIFICALLY CALLED OUT FOR IN THIS PLAN SET AND TRPA CODE.
   - B. TREES SHALL NOT BE USED FOR THE PURPOSE OF SIGN POSTS, TELEPHONE WIRES OR TEMPORARY POWER, BRACING FOR FORMS OR OTHER SIMILAR TYPES OF USES PER TRPA CODE.
   - C. VEGETATION PROTECTION FENCING SHALL BE CONSTRUCTED WITH METAL POSTS, INDUSTRY STANDARD ORANGE MESH FENCING, AND AT LEAST 48 INCHES TALL, UNLESS AN ALTERNATIVE METHOD IS APPROVED BY THE ENGINEER OR TRPA.
9. EROSION CONTROL
   - A. MINIMIZE DISTURBED AREA AND PROTECT NATURAL FEATURES AND SOIL.
   - B. PHASE CONSTRUCTION ACTIVITY WHEN FEASIBLE.
   - C. CONTROL STORMWATER FLOWING ONTO AND THROUGH THE PROJECT SITE.
   - D. DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICABLE AFTER CONSTRUCTION ACTIVITIES AT THAT LOCATION HAVE BEEN COMPLETED.
   - E. IF ROLLED EROSION CONTROL PRODUCTS ARE USED FOR SOIL STABILIZATION, INSTALLATION AND STAKING SHALL BE DONE ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
   - F. NO VEHICLE OR HEAVY EQUIPMENT SHALL BE ALLOWED IN A STREAM ENVIRONMENT ZONE OR WET AREA EXCEPT AS AUTHORIZED BY THE ENGINEER AND TRPA, AND AS SET FORTH IN THIS PLAN SET.
   - G. ONLY EQUIPMENT OF A SIZE AND TYPE THAT WILL DO THE LEAST AMOUNT OF DAMAGE, UNDER PREVAILING SITE CONDITIONS, AND CONSIDERING THE NATURE OF THE WORK TO BE PERFORMED, WILL BE USED.
10. SEDIMENT CONTROL
   - A. STORM DRAIN INLETS SHALL BE PROTECTED AT ALL TIMES UTILIZING SILT FENCE, FIBER ROLLS. AND/OR GRAVEL FILLED BAGS.
   - B. EXCAVATED MATERIAL SHALL BE STORED UPGRADE FROM THE EXCAVATED AREA WHENEVER POSSIBLE. NO MATERIAL SHALL BE STORED IN ANY STREAM ENVIRONMENT ZONE, WET AREA OR CITY STORMWATER INFRASTRUCTURE.
   - C. CONTRACTOR SHALL PROVIDE CRUSHED ROCK OR RUMBLE BOARDS IN AREAS OF CONSTRUCTION SITE ACCESS AND EXITS. SOIL AND CONSTRUCTION MATERIAL SHALL NOT BE TRACKED OFF THE CONSTRUCTION SITE. GRADING OPERATIONS SHALL CEASE IN THE EVENT THAT A DANGER OF VIOLATING THIS CONDITION EXISTS.
11. POLLUTION CONTROL
   - A. NO WASHING OF VEHICLES OR HEAVY EQUIPMENT, INCLUDING CEMENT MIXERS, SHALL BE PERMITTED ANYWHERE ON THE SUBJECT PROPERTY UNLESS AUTHORIZED BY TRPA IN WRITING.
   - B. DISPOSAL OF ANY EXCAVATED OR WASTE MATERIAL (LIQUID OR SOLID) SHALL BE TO A SITE OUTSIDE THE TAHOE BASIN OR A LOCATION APPROVED BY TRPA IN WRITING.
   - C. STAGING AREAS SHOULD BE CLEARLY DELINEATED AND APPROVED BY TRPA PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
   - D. THE CONTRACTOR SHALL DEVELOP AND HAVE ON SITE AT ALL TIMES A SPILL PREVENTION AND RESPONSE PLAN AS PART OF THE SWPPP, IF APPLICABLE.
12. ALL CONSTRUCTION SHALL BE WINTERIZED BY OCTOBER 15 TO REDUCE THE WATER QUALITY IMPACTS ASSOCIATED WITH WINTER WEATHER AS FOLLOWS:
   - A. FOR THE SITES THAT WILL BE INACTIVE BETWEEN OCTOBER 15 AND MAY 1 OF THE FOLLOWING YEAR:
     1) TEMPORARY EROSION CONTROLS SHALL BE INSTALLED.
     2) TEMPORARY VEGETATION PROTECTION FENCING SHALL BE INSTALLED.
     3) DISTURBED AREAS SHALL BE RESTABILIZED.
     4) ONSITE CONSTRUCTION SLASH AND DEBRIS SHALL BE CLEANED AND REMOVED.
     5) WHERE FEASIBLE, MECHANICAL STABILIZATION AND DRAINAGE IMPROVEMENTS SHALL BE INSTALLED.
     6) SPOIL PILES SHALL BE REMOVED FROM THE SITE.
   - B. FOR THE SITES THAT WILL BE ACTIVE BETWEEN OCTOBER 15 AND MAY 1, IN ADDITION TO THE ABOVE REQUIREMENTS:
     1) PERMANENT MECHANICAL EROSION CONTROL DEVICES SHALL BE INSTALLED, INCLUDING PAVING OF THE DRIVEWAY AND PARKING AREAS.
     2) PARKING OF VEHICLES AND STORAGE OF BUILDING MATERIALS SHALL BE RESTRICTED TO COMPACTED AREAS AS APPROVED BY TRPA AND AS DELINEATED ON THESE PLANS.

ISSUED FOR BID
DATE: 03-18-2025

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300 E 2nd St., Suite 1210
Reno, Nevada 89501
(775) 329-4955 * Fax (775) 329-5098

REGISTERED PROFESSIONAL ENGINEER
FRANZ G. HAIDLMAYER
NO. C 64725
EXP. 06/30/25
CIVIL
STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

PROJECT NO:	697.05.25
DESIGNED BY:	KH
DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
DATE:	03/18/2025

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SHEET TITLE
GENERAL NOTES

DRAWING
G2

SHEET 2 OF 22

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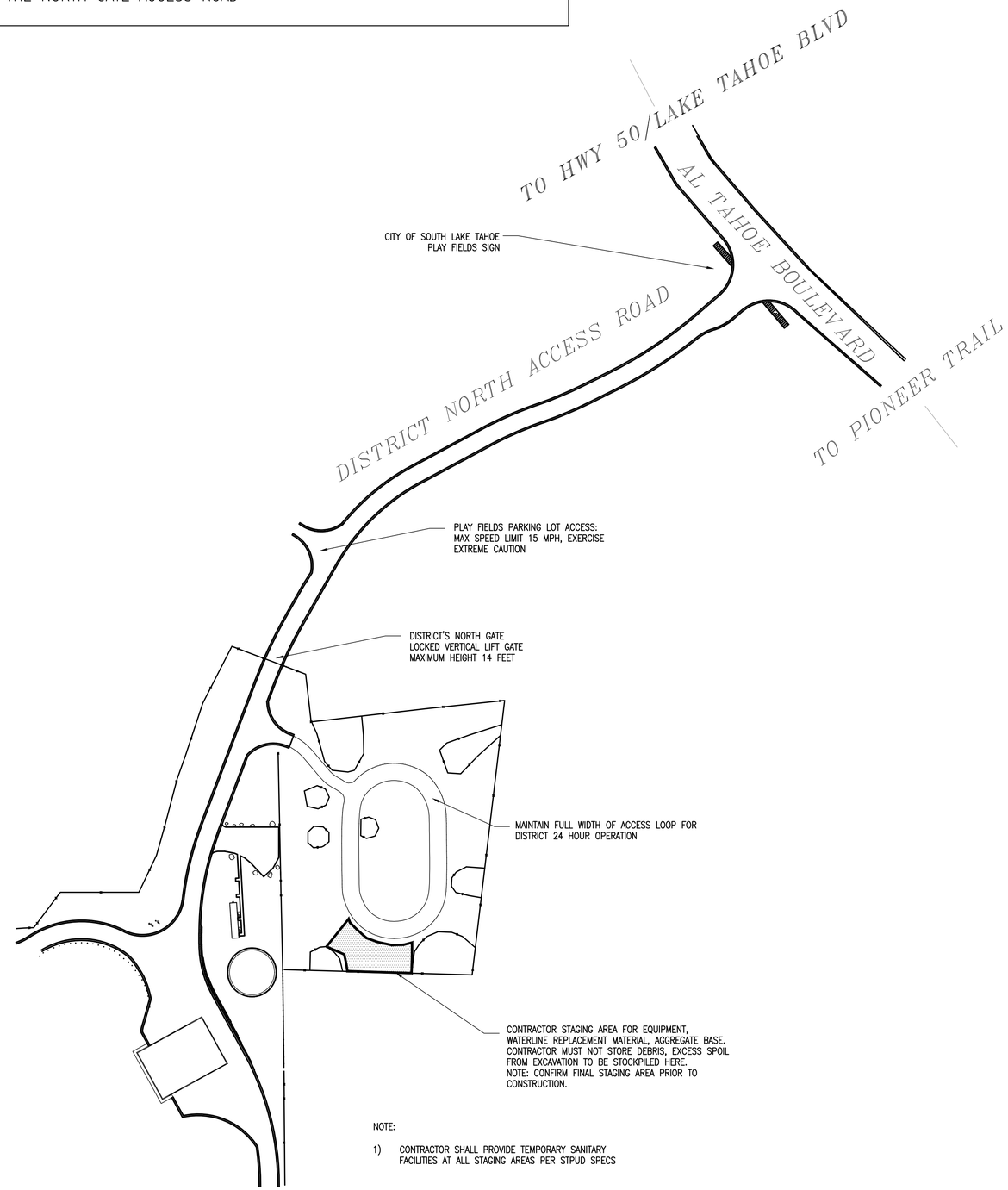
DIRECTIONS:
FROM HIGHWAY 50/LAKE TAHOE BLVD OR PIONEER TRAIL, TAKE AL TAHOE BLVD TO THE NORTH GATE ACCESS ROAD



NOTE:

1) CONTRACTOR SHALL PROVIDE TEMPORARY SANITARY FACILITIES AT ALL STAGING AREAS PER STPUD SPECS

ISSUED FOR BID
DATE: 03-18-2025

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NO. C 64725
EXP. 06/30/25
CIVIL
STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
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SOUTH LAKE TAHOE, CA
530-544-6474

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SHEET TITLE

STAGING AREA PLAN

DRAWING

G3

SHEET 3 OF 22

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LEGEND

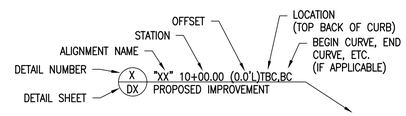
PROPOSED FEATURES

- EDGE OF PAVEMENT
- SAWCUT
- 8" W — WATER LINE
- W — WATER METER
- GATE VALVE
- FIRE HYDRANT
- CURB STOP
- TRANSITION COUPLING
- REDUCER
- TEE
- BEND
- AC TRENCH PATCH

EXISTING FEATURES

- EDGE OF PAVEMENT
- W — WATER LINE
- SS — SANITARY SEWER PIPE
- SD — STORM DRAIN PIPE
- E — UNDERGROUND ELECTRIC
- GAS — GAS LINE
- OHU — OVERHEAD UTILITY
- T — UNDERGROUND TELEPHONE
- C — C — C — UNDERGROUND CABLE
- U — UNDERGROUND UTILITY
- RIGHT-OF-WAY
- PROPERTY LINE
- FLOWLINE/SWALE
- SURVEY MONUMENT
- S — SANITARY SEWER MANHOLE
- D — STORM DRAIN MANHOLE
- 5040.60 EX — POINT ELEVATION W/DESCRIPTOR
- FIRE HYDRANT
- GATE VALVE
- W — WATER METER
- AC PAVEMENT
- AC DRIVEWAY
- GRAVEL DRIVEWAY
- CONCRETE PAVEMENT

TYPICAL IMPROVEMENT NOTE



ABBREVIATIONS

NOT ALL ABBREVIATIONS LISTED ARE USED IN THESE PLANS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
A/G	ABOVE GROUND
@	AT
APPROX	APPROXIMATE
ASS'Y	ASSEMBLY
AVG	AVERAGE
AWWA	AMERICAN WATER WORKS ASSOCIATION
BC	BEGIN CURVE
BMP	BEST MANAGEMENT PRACTICES
BOW	BACK OF WALK
BSP	BLACK STEEL PIPE
BW	BOTTOM OF WALL
BVC	BEGIN VERTICAL CURVE
C&G	CURB AND GUTTER
CB	CATCH BASIN
CF	CUBIC FEET
CL	CENTERLINE
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONST	CONSTRUCT
CP	CONTROL POINT
CY	CUBIC YARD
° OR DEG	DEGREE(S)
DI	DROP INLET
ø OR DIA	DIAMETER
DI	DUCTILE IRON
DWG	DRAWING
DW OR DWY	DRIVEWAY
E	EAST
EA	EACH
EASE	EASEMENT
EC	END OF CURVE
EG	EXISTING GRADE
ELEC	ELECTRIC
EP	EDGE OF PAVEMENT
EL	ELEVATION
EVC	END OF VERTICAL CURVE
EX	EXISTING
FCA	FLANGE COUPLING ADAPTER
FH	FIRE HYDRANT
FG	FINISH GRADE
FFC	FRONT FACE CURB
FES	FLARED END SECTION
FL	FLANGE
FT OR '	FOOT, FEET
FV	FLUSH VALVE
G	GAS
GV	GATE VALVE
GB	GRADE BREAK
GSP	GALVANIZED STEEL PIPE
HP	HIGH POINT
HOR	HORIZONTAL
HDPE	HIGH DENSITY POLYETHYLENE
HMAC	HOT MIXED ASPHALT CONCRETE
IE	INVERT ELEVATION
ID	INSIDE DIAMETER
IN OR "	INCH
INT	INTERSECTION
IRR	IRRIGATION
LT,L	LEFT
LEN	LENGTH
LF	LINEAR FEET
LP	LOW POINT
LS	LUMP SUM
MFGR	MANUFACTURER
MH	MANHOLE
MAX	MAXIMUM
MDD	MAXIMUM DRY DENSITY
MJ	MECHANICAL JOINT
MI	MILE
MIN	MINIMUM
MISC	MISCELLANEOUS
MVC	MIDDLE OF VERTICAL CURVE
N	NORTH
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
# OR NO	NUMBER
OC	ON CENTER
OG	ORIGINAL GRADE
OWS	OIL/WATER SEPARATOR
±	PLUS OR MINUS
PCC	PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVE
PE	POLYETHYLENE
PL	PROPERTY LINE
POS	POSITIVE
PRC	POINT OF REVERSE CURVE
PSI	POUNDS PER SQUARE INCH
PT	POINT
PTC	PERMISSION TO CONSTRUCT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
REVEG	REVEGETATION
RT,R	RIGHT
R/W, ROW	RIGHT-OF-WAY
S	SLOPE, SOUTH
SCH	SCHEDULE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SDMH	STORM DRAIN MANHOLE
SEZ	STREAM ENVIRONMENT ZONE
SF	SQUARE FOOT/FEET
SHT	SHEET
SSMH	SANITARY SEWER MANHOLE
SSCO	SANITARY SEWER CLEAN OUT
SS	SANITARY SEWER, STAINLESS STEEL
STA	STATION
STD	STANDARD
SY	SQUARE YARD
TBC	TOP BACK OF CURB
TC	TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT
TW	TOP OF WALL
TYP	TYPICAL
UGE	UNDERGROUND ELECTRIC
UGT	UNDERGROUND TELEPHONE
U/G	UNDERGROUND
VC	VERTICAL CURVE
VG	VALLEY GUTTER
W	WATER
WL	WATER LINE
W	WEST
W/	WITH
WM	WATER METER

ISSUED FOR BID
DATE: 03-18-2025

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300 E 2nd St., Suite 1210
Reno, Nevada 89501
(775) 329-4955 * Fax (775) 329-5098

REGISTERED PROFESSIONAL ENGINEER
FRANZ G. HAIDLMAIER
NO. C 64725
EXP. 06/30/25
CIVIL
STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

PROJECT NO:	697.05.25
DESIGNED BY:	KH
DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
DATE:	03/18/2025

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SHEET TITLE

LEGEND & ABBREVIATIONS

DRAWING

G4

SHEET 4 OF 22

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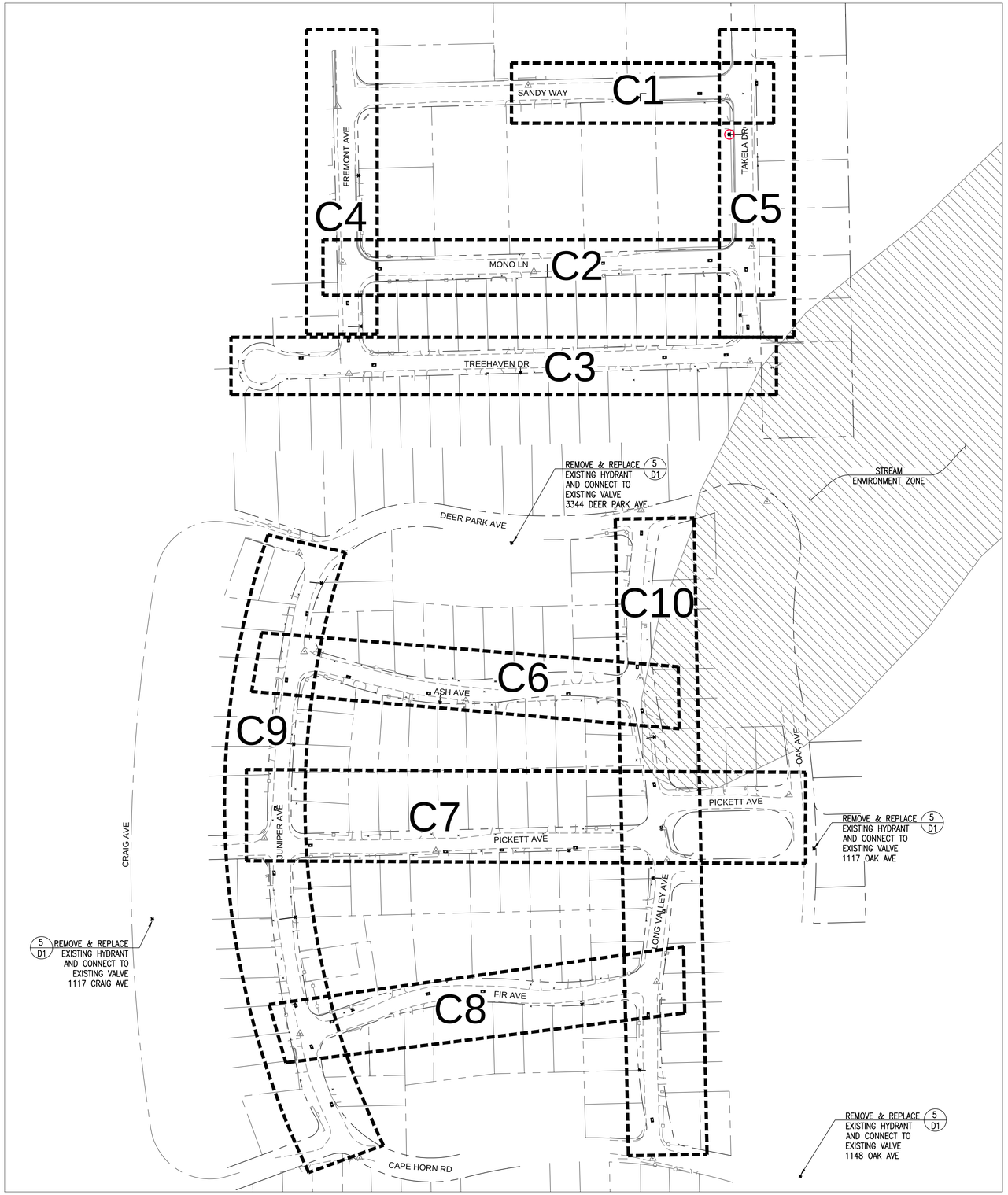

N

100 0 100 200

SCALE IN FEET
1" = 100'-0"

STREAM ENVIRONMENT ZONE (SEZ)

NOTE:

1. CONTRACTOR SHALL EXPECT SHALLOW GROUNDWATER WILL BE ENCOUNTERED WITHIN 5FT BGS IN SEZ ZONES. DEWATERING PER SPECIFICATIONS REQUIRED.

ISSUED FOR BID
DATE: 03-18-2025

Know what's below. Call before you dig.

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Reno, Nevada 89501
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SHEET TITLE

SITE PLAN
&
SHEET INDEX MAP

DRAWING
G5

SHEET 5 OF 22

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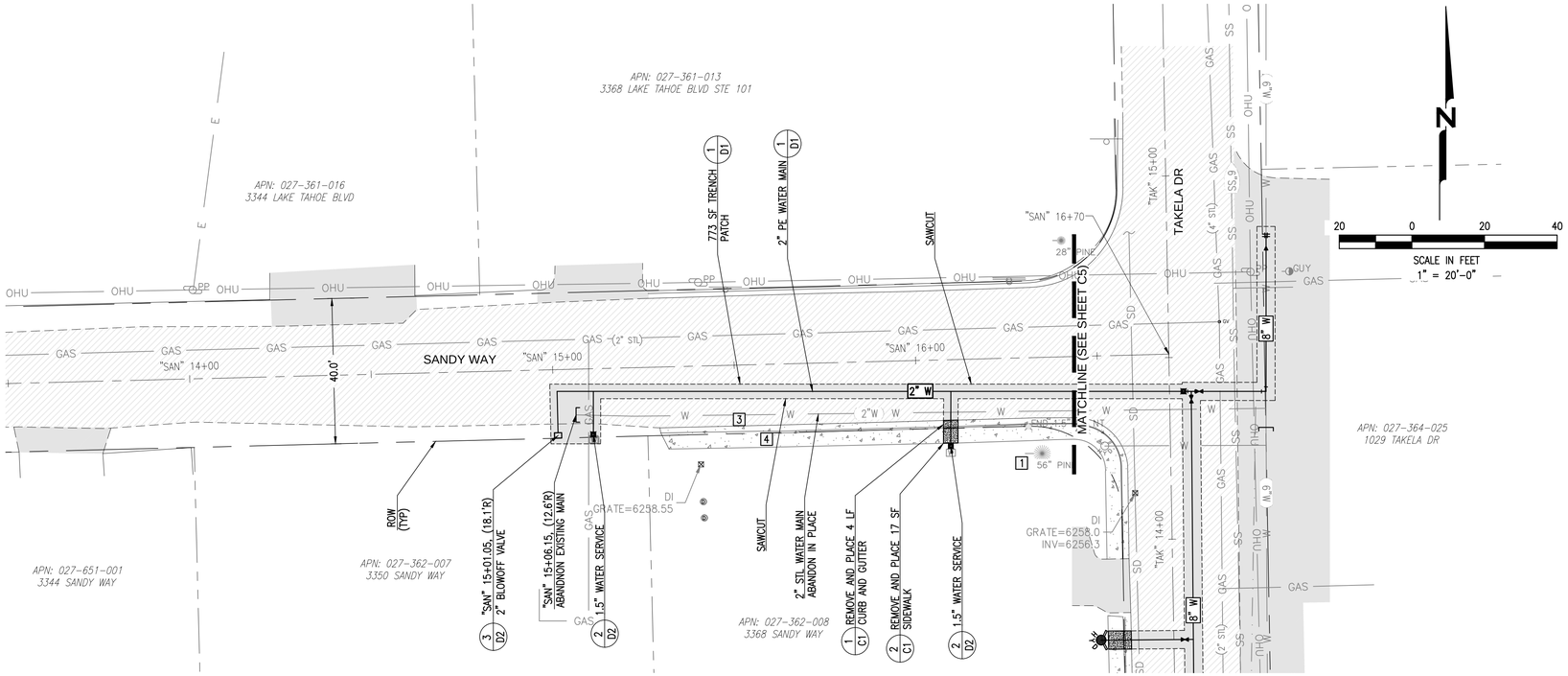


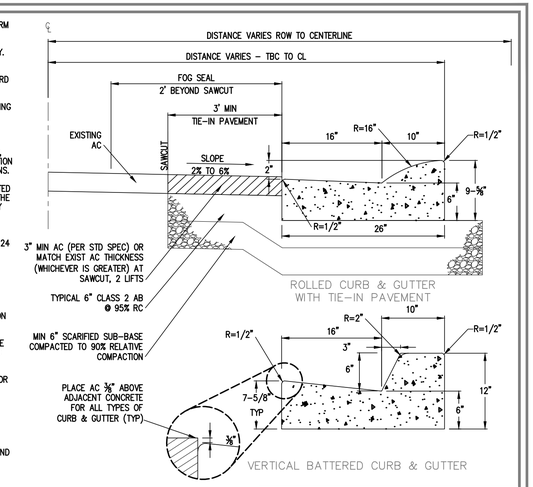
NOTES

1. ALL SERVICES SHALL BE 3/4-INCH POLY PER DETAIL 2/D2 UNLESS OTHERWISE NOTED.
2. ALL MECHANICAL JOINT FITTINGS SHALL BE RESTRAINED PER DETAIL 3/D1.
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 DETAILS 4/D2 AND 1/D3 USING A FULL STICK OF C900 DR14 CENTERED BENEATH THE CROSSING AND RESTRAINED JOINTS.
4. NEW WATER MAIN SHALL BE INSTALLED PER THE FOLLOWING DETAILS: 1/D1, 2/D1, 3/D1, 4/D1, 6/D1, 4/D2, 2/D3.
5. LOCATION AND DEPTH OF EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL POTHOLE AND VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL CONTACT SOUTHWEST GAS TO STANDBY DURING EXCAVATIONS OR BORINGS THAT CROSS GAS UTILITIES. CONTRACTOR SHALL HAND DIG WITHIN 5' OF GAS UTILITIES.
7. DEFLECT PIPE AT JOINTS AS NECESSARY FOR INSTALLATION ON CURVES AND MINOR ALIGNMENT CHANGES. DEFLECTION AT EACH JOINT SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS.

KEYNOTES

1. TREE; PROTECT IN PLACE
3. CURB AND GUTTER; PROTECT IN PLACE
4. SIDEWALK; PROTECT IN PLACE

1. CONCRETE SHALL BE 7 SACK MIX AND SHALL CONFORM TO SECTION 90 OF THE CALTRANS STANDARD SPECIFICATIONS WITH 6% AIR ENTRAINMENT. CEMENT CONTENT SHALL NOT BE LESS THAN 658 LBS PER CY.
2. THE MATERIALS AND METHOD OF PLACING SHALL CONFORM TO SECTION 73 OF THE CALTRANS STANDARD SPECIFICATIONS.
3. CONCRETE SHALL HAVE A LIGHT BROOM FINISH RUNNING PARALLEL WITH THE FLOWLINE.
4. CONCRETE SHALL BE SPRAYED UNIFORMLY WITH A CLEAR PIGMENTED CURING COMPOUND IMMEDIATELY FOLLOWING BROOM FINISHING. THE MATERIAL, METHOD, AND RATE OF APPLICATION SHALL CONFORM TO SECTION 90-7018 OF THE CALTRANS STANDARD SPECIFICATIONS.
5. ALL BASE MATERIAL SHALL BE COMPACTED AND TESTED BY THE CITY OR BY A THIRD PARTY INSPECTOR AT THE CITY'S DISCRETION PRIOR TO CONCRETE POUR. NOTIFY THE CITY AT LEAST 24 HRS PRIOR TO POUR.
6. CONTRACTOR SHALL CONTACT INSPECTOR FOR SCHEDULING CURB STRINGLINE INSPECTION AT LEAST 24 HRS PRIOR TO CONCRETE POUR.
7. ALL FLOWLINES SHALL BE WATER TESTED BEFORE ACCEPTANCE FOR PAYMENT. CONTRACTOR SHALL CONTACT INPSECTOR TO SCHEDULE WATER TESTING.
8. LOCATE 2" DEEP TRANSVERSE SCORES AT 10' INTERVALS IN CURB AND GUTTERS. INSTALL EXPANSION JOINTS AT 30' INTERVALS AND AT ALL COLD JOINTS.
9. NO WASHOUT OF TRUCKS AND/OR EQUIPMENT WILL BE ALLOWED ON SITE UNLESS A BASIN IS PROVIDED AND APPROVED BY THE INSPECTOR.
10. CONTRACTOR MUST TRENCH PLATE ALL DRIVEWAYS FOR 72 HOURS AFTER CONCRETE POUR.
11. CITY HAS THE RIGHT TO REJECT CURB FOR NON-CONFORMANCE AND/OR POST CONSTRUCTION DAMAGE.
12. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY BMPS, AC CUTS AND REPLACEMENT, REVEGETATION AND ALL OTHER INCIDENTALS ASSOCIATED WITH CURB INSTALLATION.

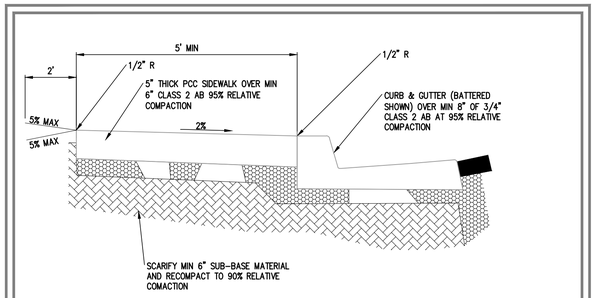


REGISTERED PROFESSIONAL ENGINEER STANLEY B. HYNES No. RCE 53307 EXP. 06-30-2009 CIVIL STATE OF CALIFORNIA

City of South Lake Tahoe
ENGINEERING DEPARTMENT
CURB & GUTTER
VERTICAL BATTERED & ROLLED

APPROVED BY: 05/01/2009 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD04

1/C1 CURB AND GUTTER
N.T.S.



NOTES:

1. ALL WORK AND ALL MATERIALS SUPPLIED SHALL CONFORM TO THE STANDARD SPECIFICATIONS LATEST EDITION.
2. SIDEWALK AND CURB RAMPS SHALL BE A MINIMUM OF 4 INCHES THICK.
3. IN ALL AREAS WHERE ROLLED CURB TRANSITIONS TO VERTICAL CURB OR CATCH BASINS, SIDEWALK SHALL BE A MINIMUM OF 4 INCHES THICK.
4. ALL BROOMING SHALL BE PERPENDICULAR TO THE CURB.
5. 1/2-INCH THICK PRE-MOLDED JOINT FILLER SHALL BE INSTALLED IN EXPANSION JOINTS AT 18 FOOT INTERVALS.
6. CONTROL JOINTS SHALL BE 1.5 INCHES DEEP AND AT 6 FOOT INTERVALS.
7. ALL EXISTING STREET SIGNS SHALL BE RELOCATED AND ALL REQUIRED NEW SIGNS PLACED PER THE STANDARD SPECIFICATIONS.

REGISTERED PROFESSIONAL ENGINEER STANLEY B. HYNES No. RCE 53307 EXP. 06-30-2009 CIVIL STATE OF CALIFORNIA

City of South Lake Tahoe
ENGINEERING DEPARTMENT
SIDEWALK – STRAIGHT

APPROVED BY: 05/01/09 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD08

2/C1 SIDEWALK
N.T.S.

ISSUED FOR BID
DATE: 03-18-2025

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REGISTERED PROFESSIONAL ENGINEER FRANZ G. HAIDLMAIER NO. C 64725 EXP. 06/30/25 CIVIL STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

PROJECT NO:	697.05.25
DESIGNED BY:	KH
DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
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SHEET TITLE

SANDY WAY WATERLINE PLAN

DRAWING C1

SHEET 6 OF 22

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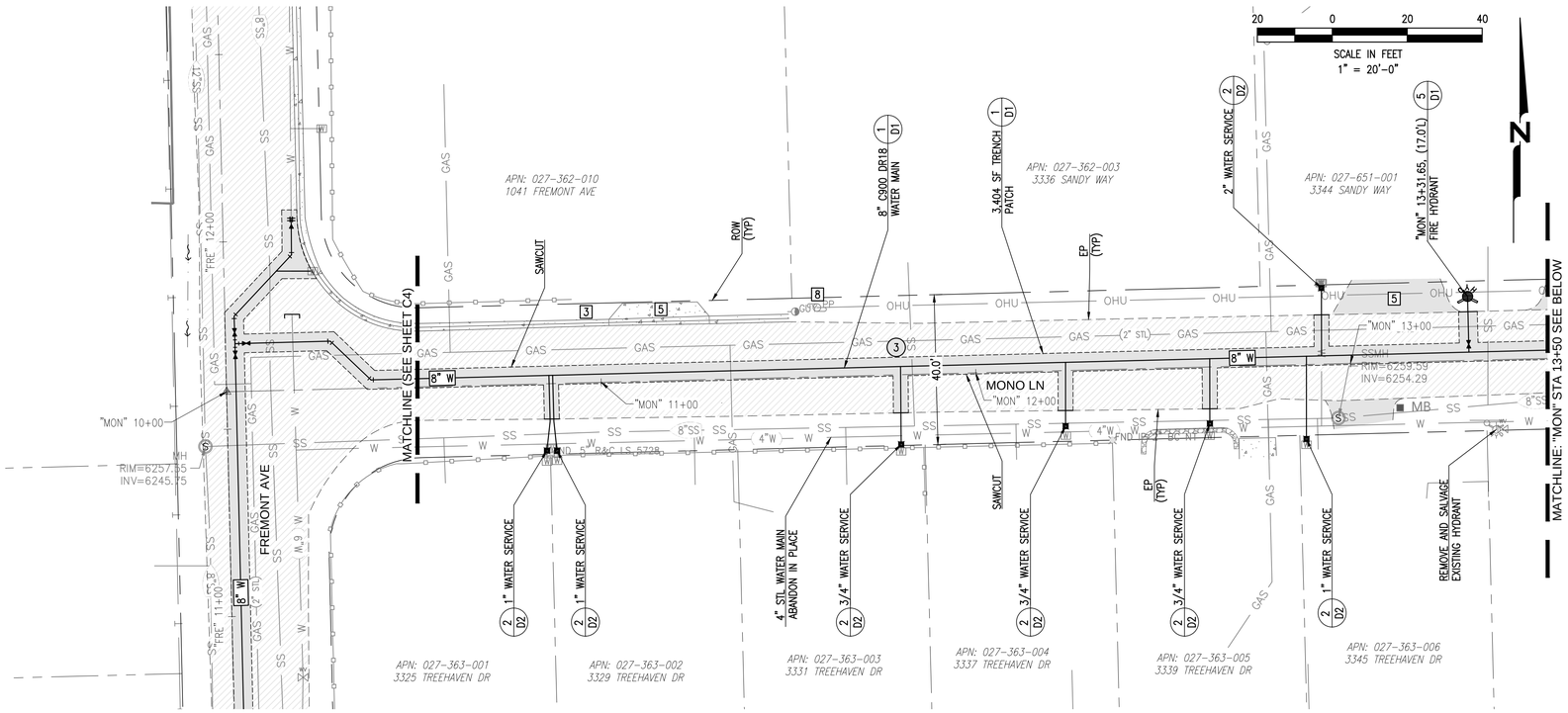

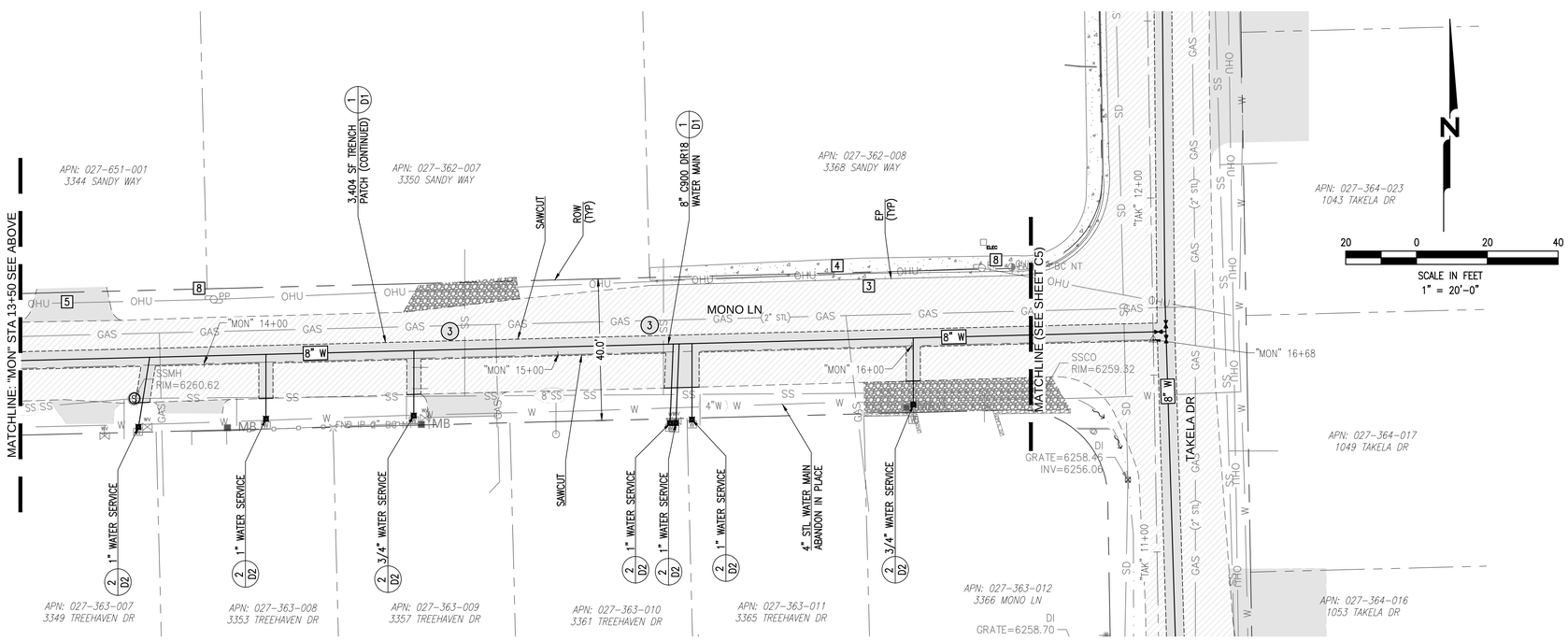

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DATE: 03-18-2025

NOTES

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KEYNOTES

(3) CAUTION UTILITY CROSSING. POTHOLE TO VERIFY LOCATION AND DEPTH PER DETAIL 1/D3

[3] CURB AND GUTTER, PROTECT IN PLACE

[4] SIDEWALK, PROTECT IN PLACE

[5] DRIVEWAY, PROTECT IN PLACE

[8] UTILITY POLE, PROTECT IN PLACE

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NO. C 64725
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CIVIL
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3/18/2025

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OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

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SHEET TITLE

MONO LN
WATERLINE
PLAN

DRAWING

C2

SHEET 7 OF 22

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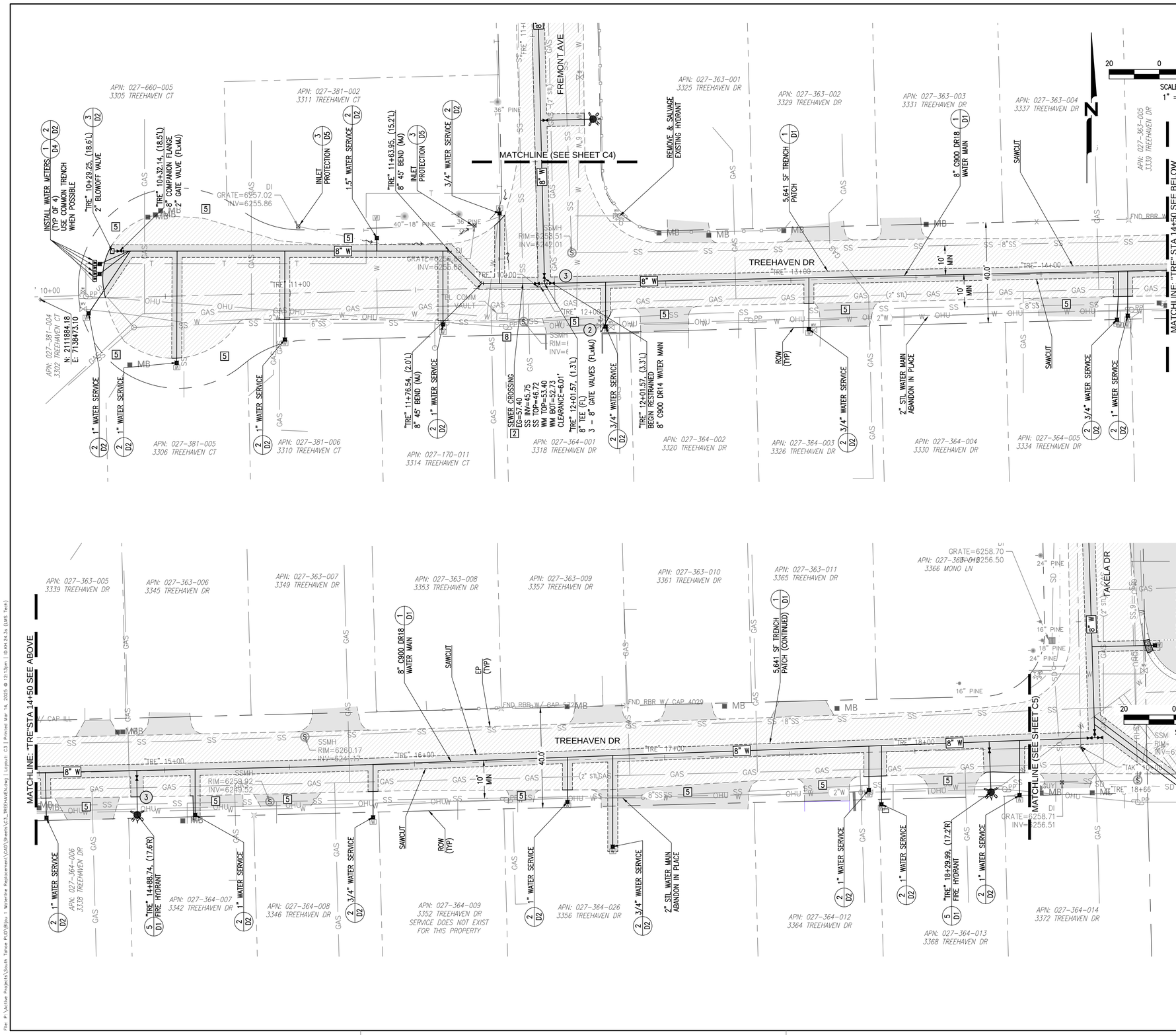

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KEYNOTES

- (2) EXISTING VALVE ABANDON IN PLACE
- (3) CAUTION UTILITY CROSSING. POTHOLE TO VERIFY LOCATION AND DEPTH PER DETAIL 1/D3
- [2] PROTECT WATERLINE AT SEWER CROSSING PER DETAIL 1/D3
- [5] DRIVEWAY, PROTECT IN PLACE

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REGISTERED PROFESSIONAL ENGINEER FRANZ G. HAIDLMAIER NO. C 64725 EXP. 06/30/25 CIVIL STATE OF CALIFORNIA
3/18/2025

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1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

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SHEET TITLE

TREEHAVEN DR WATERLINE PLAN

DRAWING

C3

SHEET 8 OF 22

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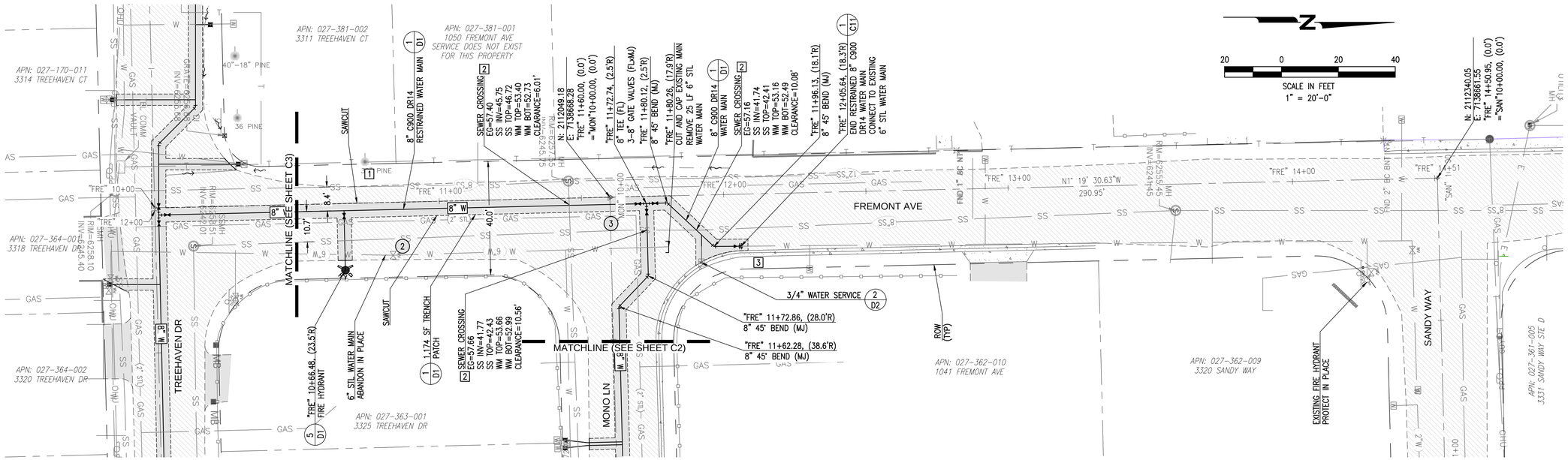

NOTES

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KEYNOTES

(2) EXISTING VALVE ABANDON IN PLACE

(3) CAUTION UTILITY CROSSING. POTHOLE TO VERIFY LOCATION AND DEPTH PER DETAIL 1/D3

[1] TREE; PROTECT IN PLACE

[2] PROTECT WATERLINE AT SEWER CROSSING PER DETAIL 1/D3

[3] CURB AND GUTTER; PROTECT IN PLACE

ISSUED FOR BID
DATE: 03-18-2025

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REGISTERED PROFESSIONAL ENGINEER
FRANZ G. HAIDLMAYER
NO. C 64725
EXP. 06/30/25
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SHEET TITLE

FREMONT AVE
WATERLINE
PLAN

DRAWING
C4

SHEET 9 OF 22

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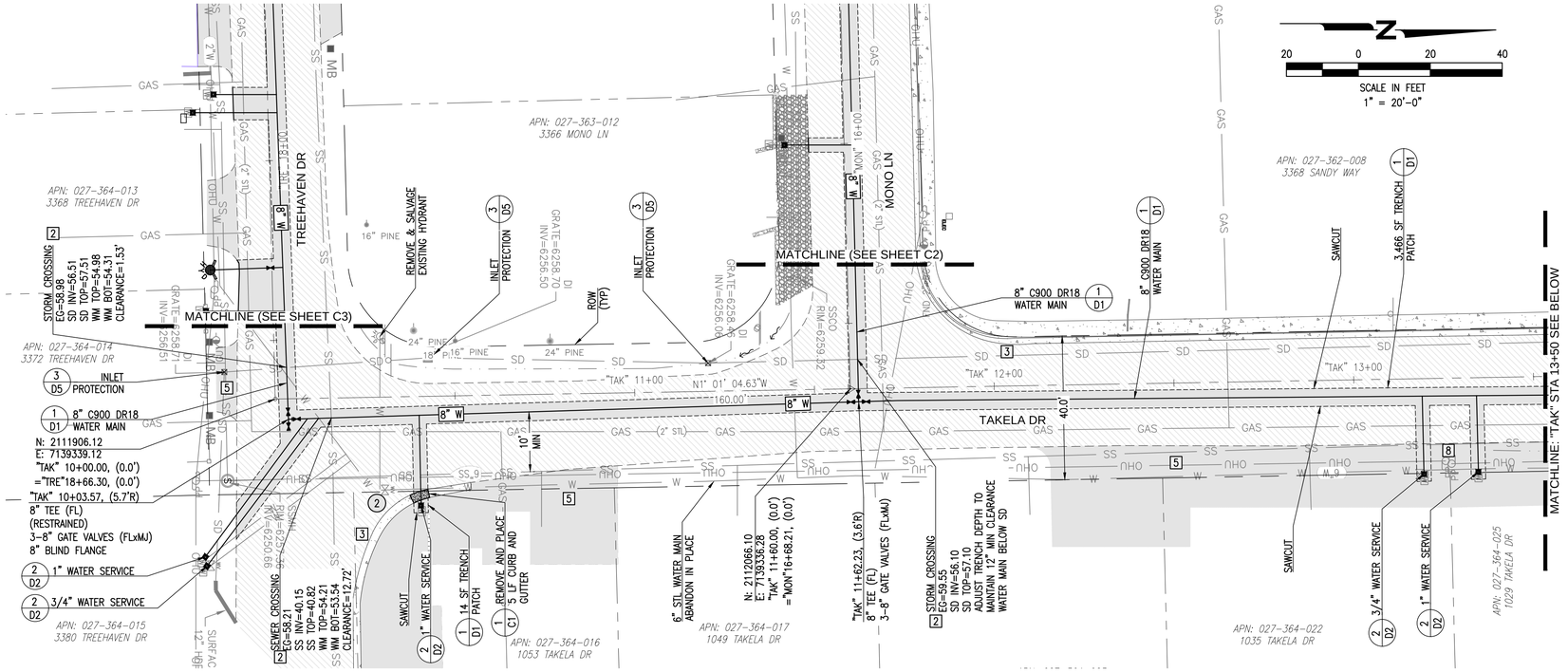

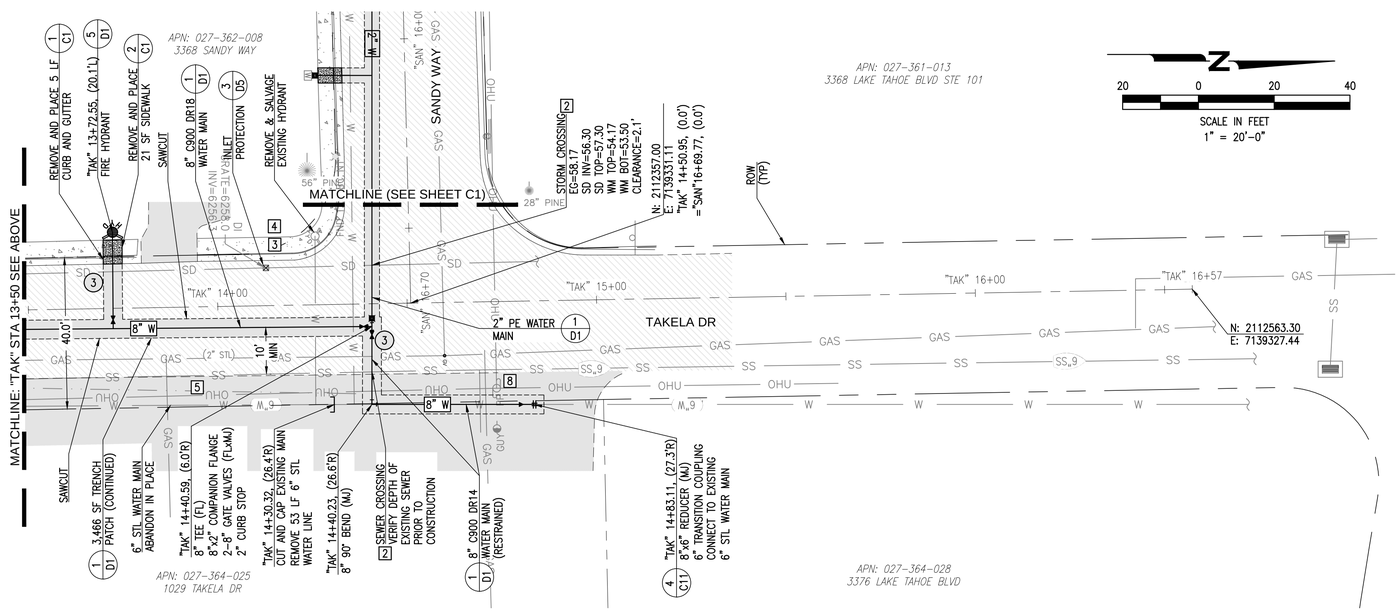

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7. DEFLECT PIPE AT JOINTS AS NECESSARY FOR INSTALLATION ON CURVES AND MINOR ALIGNMENT CHANGES. DEFLECTION AT EACH JOINT SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS.

KEYNOTES

(2) EXISTING VALVE ABANDON IN PLACE

(3) CAUTION UTILITY CROSSING. POTHOLE TO VERIFY LOCATION AND DEPTH PER DETAIL 1/D3

[2] PROTECT WATERLINE AT SEWER CROSSING PER DETAIL 1/D3

[3] CURB AND GUTTER, PROTECT IN PLACE

[5] DRIVEWAY, PROTECT IN PLACE

[8] UTILITY POLE, PROTECT IN PLACE

ISSUED FOR BID
DATE: 03-18-2025

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Reno, Nevada 89501
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REGISTERED PROFESSIONAL ENGINEER
FRANZ G. HAIDLMAYER
NO. C 64725
EXP. 06/30/25
CIVIL
STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

PROJECT NO:	697.05.25
DESIGNED BY:	KH
DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
DATE:	03/18/2025

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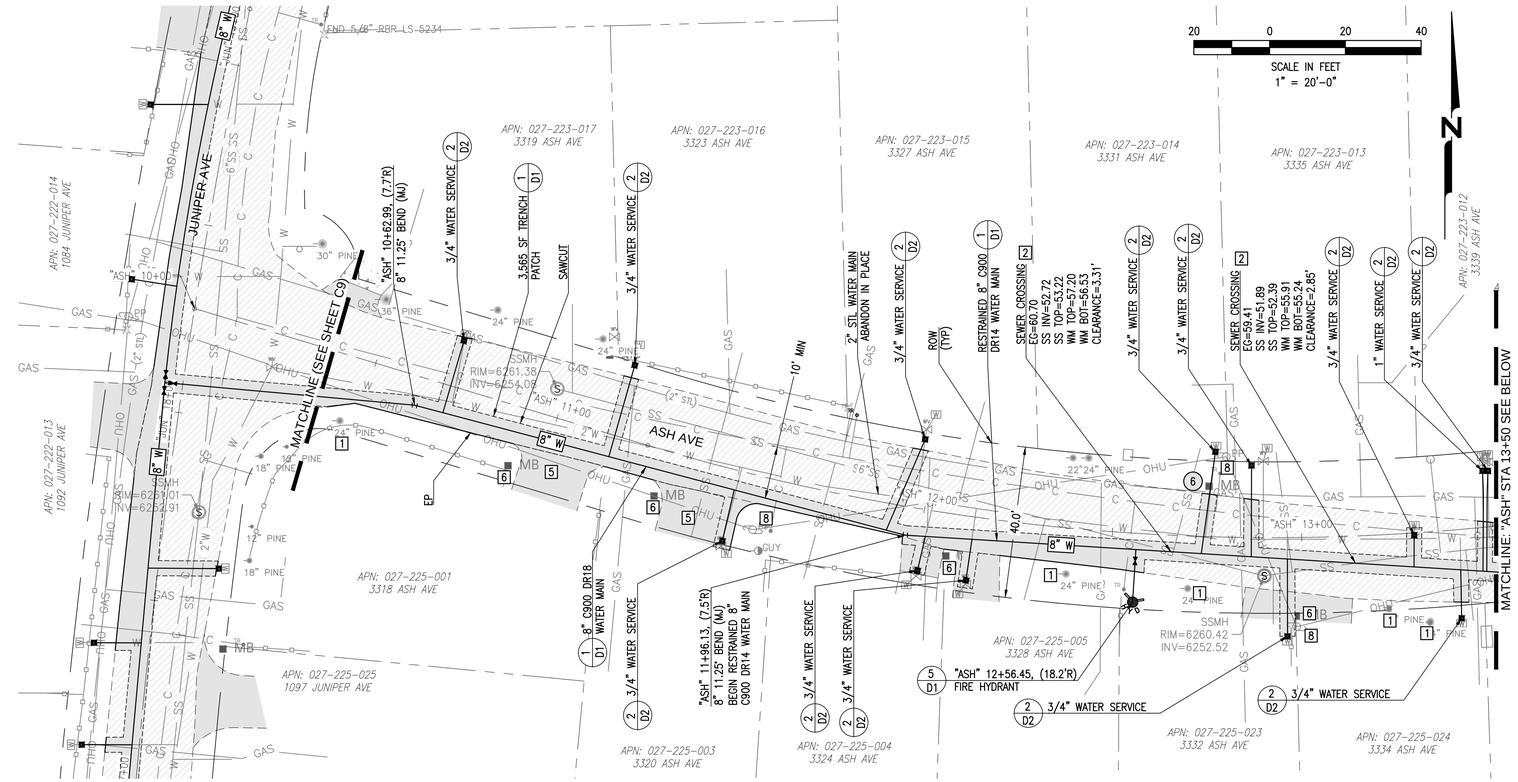
SHEET TITLE

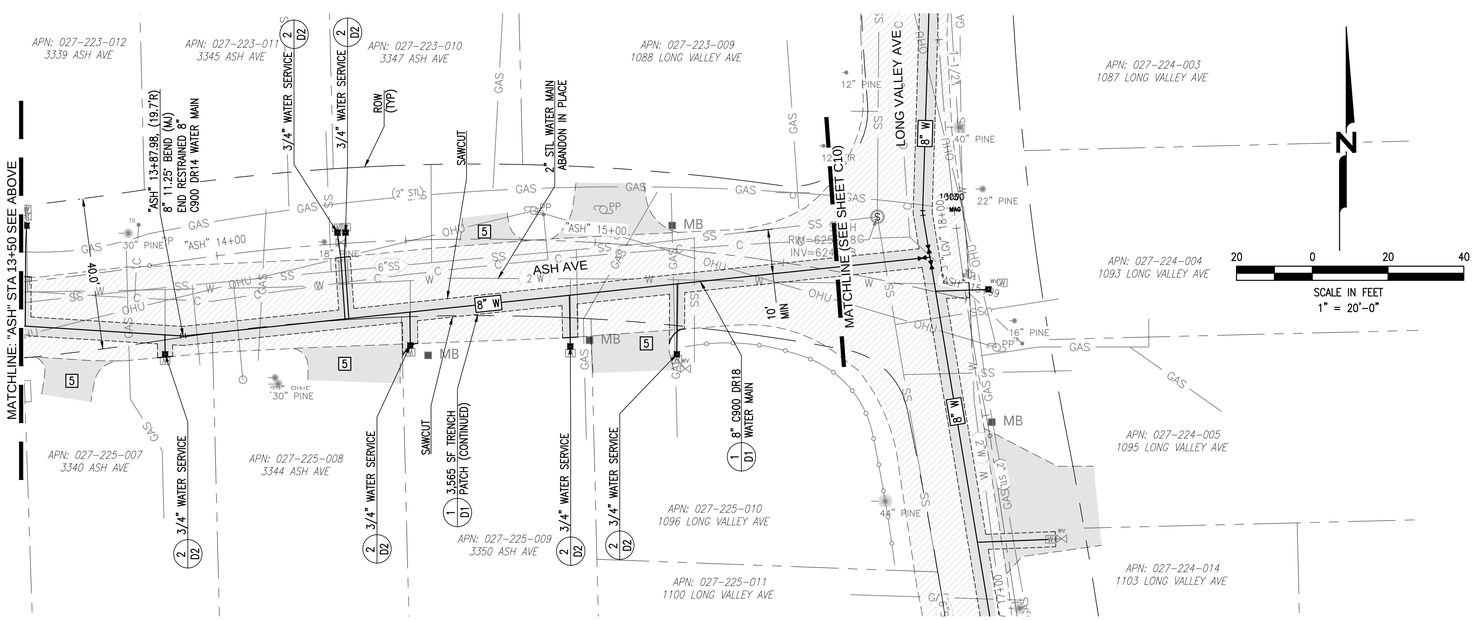
TAKELA DR WATERLINE PLAN

DRAWING C5

SHEET 10 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\C5_TAKELA.dwg | Layout: C5 | Printed Mar 14, 2025 @ 8:31pm | ID:KH.24.3s (LMS Tech)





NOTES

1. ALL SERVICES SHALL BE 3/4-INCH POLY PER DETAIL 2/D2 UNLESS OTHERWISE NOTED.
2. ALL MECHANICAL JOINT FITTINGS SHALL BE RESTRAINED PER DETAIL 3/D1.
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 DETAILS 4/D2 AND 1/D3 USING A FULL STICK OF C900 DR14 CENTERED BENEATH THE CROSSING AND RESTRAINED JOINTS.
4. NEW WATER MAIN SHALL BE INSTALLED PER THE FOLLOWING DETAILS: 1/D1, 2/D1, 3/D1, 4/D1, 6/D1 4/D2, 2/D3.
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KEYNOTES

- (6) MAILBOX, REMOVE AND REPLACE
- [1] TREE, PROTECT IN PLACE
- [2] PROTECT WATERLINE AT SEWER CROSSING PER DETAIL 1/D3.
- [5] DRIVEWAY, PROTECT IN PLACE
- [6] MAILBOX, PROTECT IN PLACE
- [8] UTILITY POLE, PROTECT IN PLACE

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SOUTH LAKE TAHOE, CA
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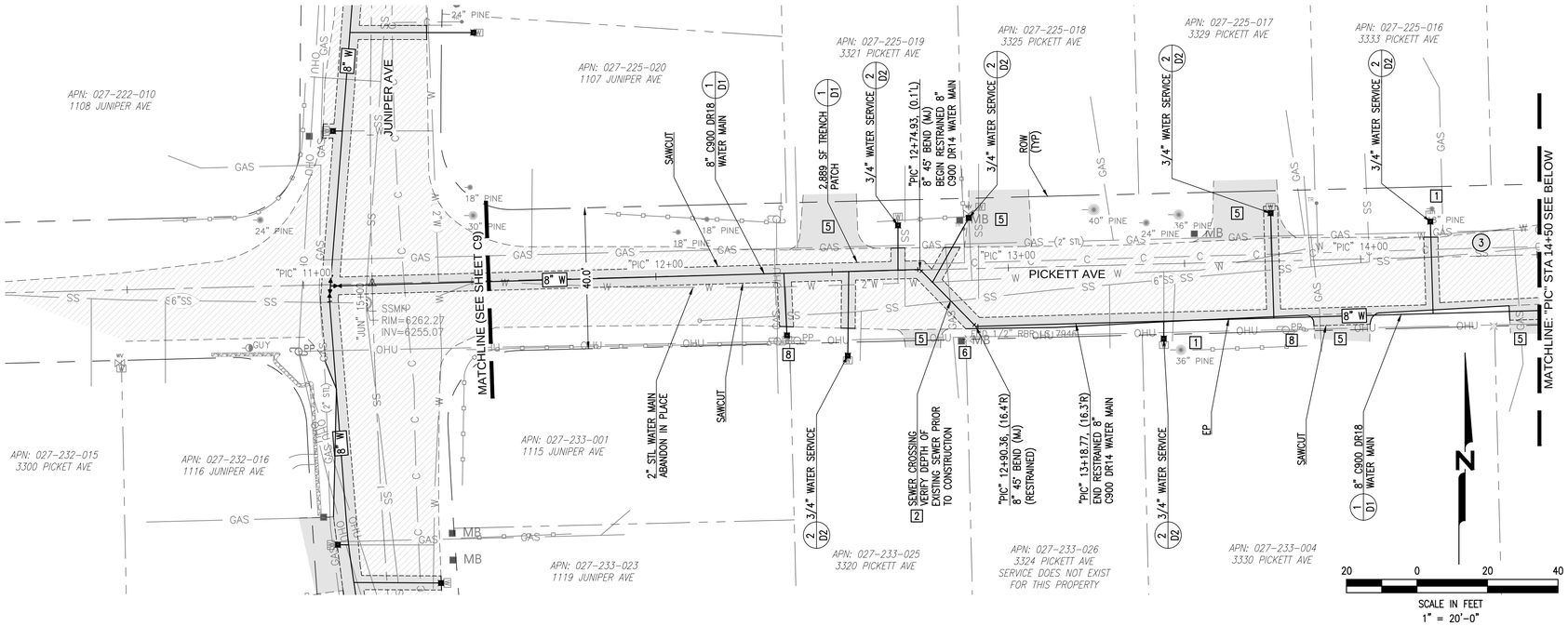
SHEET TITLE

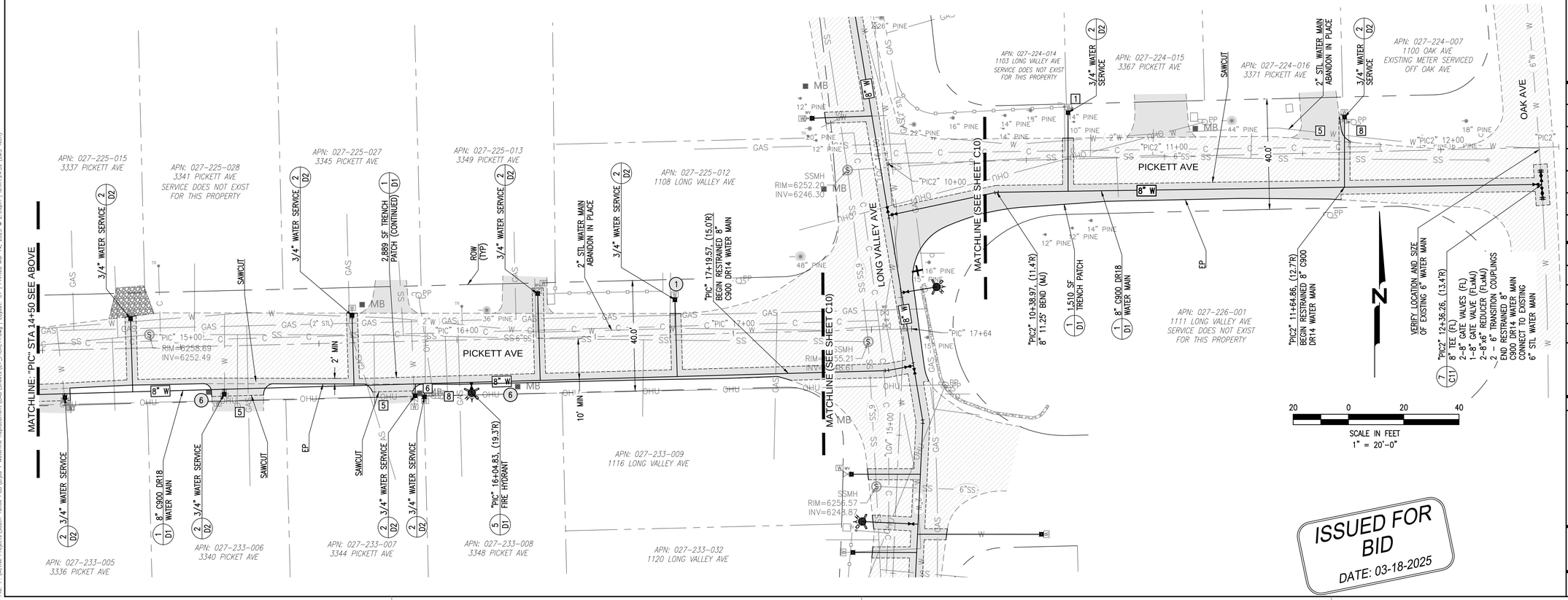
ASH AVE
WATERLINE
PLAN

DRAWING
C6

SHEET 11 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\C6_ASH.dwg | Layout: C6 | Printed Mar 14, 2025 @ 1:36pm | ID:KH.24.3s (LMS Tech)





ISSUED FOR BID
DATE: 03-18-2025

NOTES

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KEYNOTES

- (3) CAUTION UTILITY CROSSING. POTHOLE TO VERIFY LOCATION AND DEPTH PER DETAIL 1/D3
- (6) MAILBOX, REMOVE AND REPLACE
- [1] TREE, PROTECT IN PLACE
- [2] PROTECT WATERLINE AT SEWER CROSSING PER DETAIL 1/D3
- [5] DRIVEWAY, PROTECT IN PLACE
- [6] MAILBOX, PROTECT IN PLACE
- [8] UTILITY POLE, PROTECT IN PLACE

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BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

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SHEET TITLE

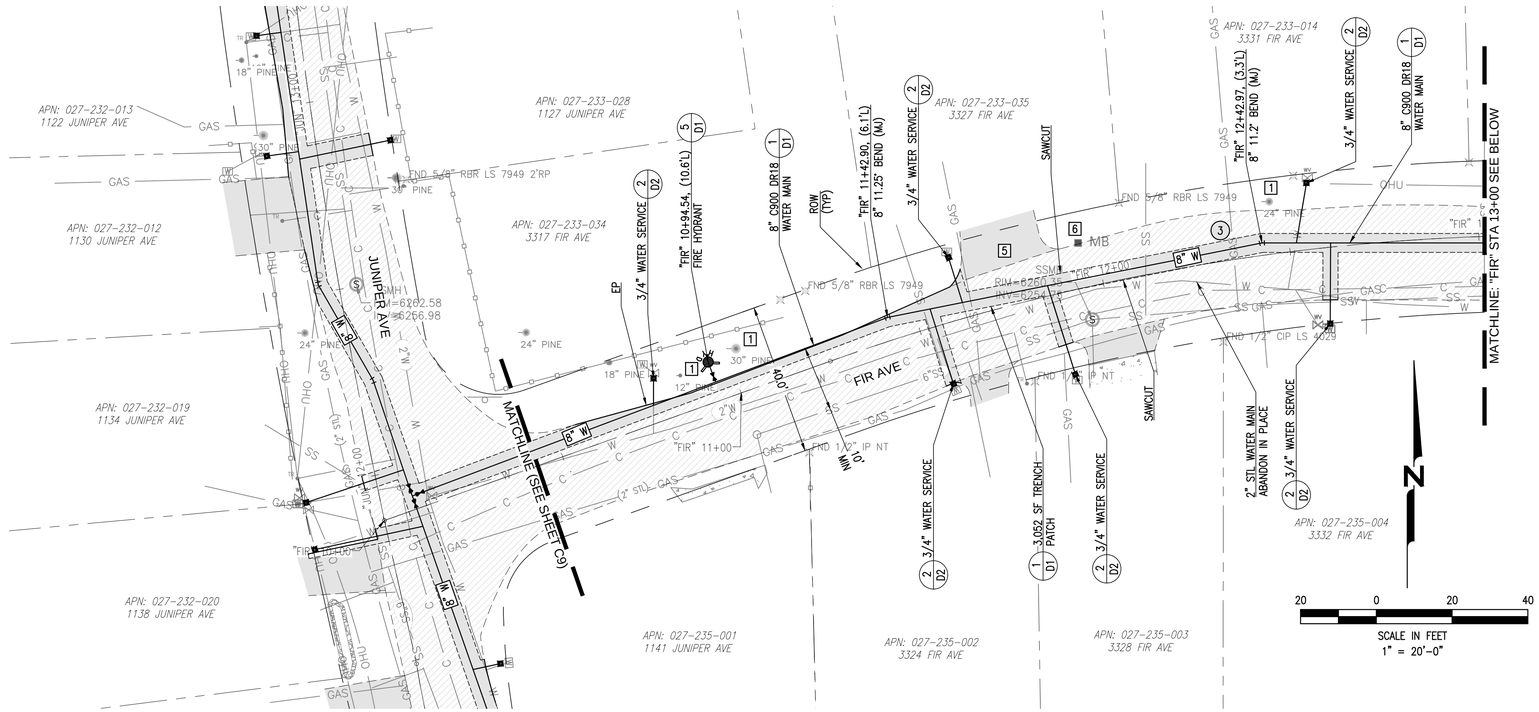
PICKETT AVE WATERLINE PLAN

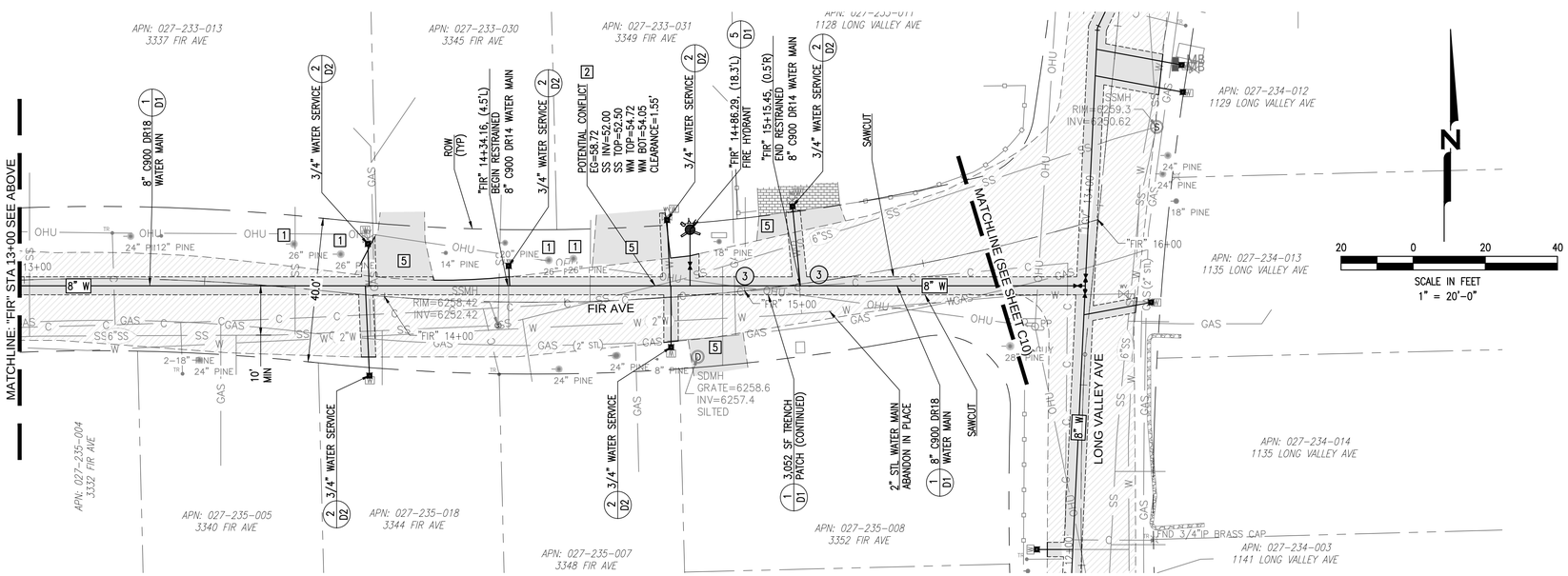
DRAWING

C7

SHEET 12 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\C7_PICKETT.dwg | Layout: C7 | Printed Mar 14, 2025 @ 2:09pm | ID:Kit.24.3s (LMS Tech)





NOTES

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KEYNOTES

- (3) CAUTION UTILITY CROSSING. POTHOLE TO VERIFY LOCATION AND DEPTH PER DETAIL 1/D3
- [1] TREE, PROTECT IN PLACE
- [2] PROTECT WATERLINE AT SEWER CROSSING PER DETAIL 1/D3
- [5] DRIVEWAY, PROTECT IN PLACE
- [6] MAILBOX, PROTECT IN PLACE

ISSUED FOR BID
DATE: 03-18-2025

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3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

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DATE:	03/18/2025

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SHEET TITLE

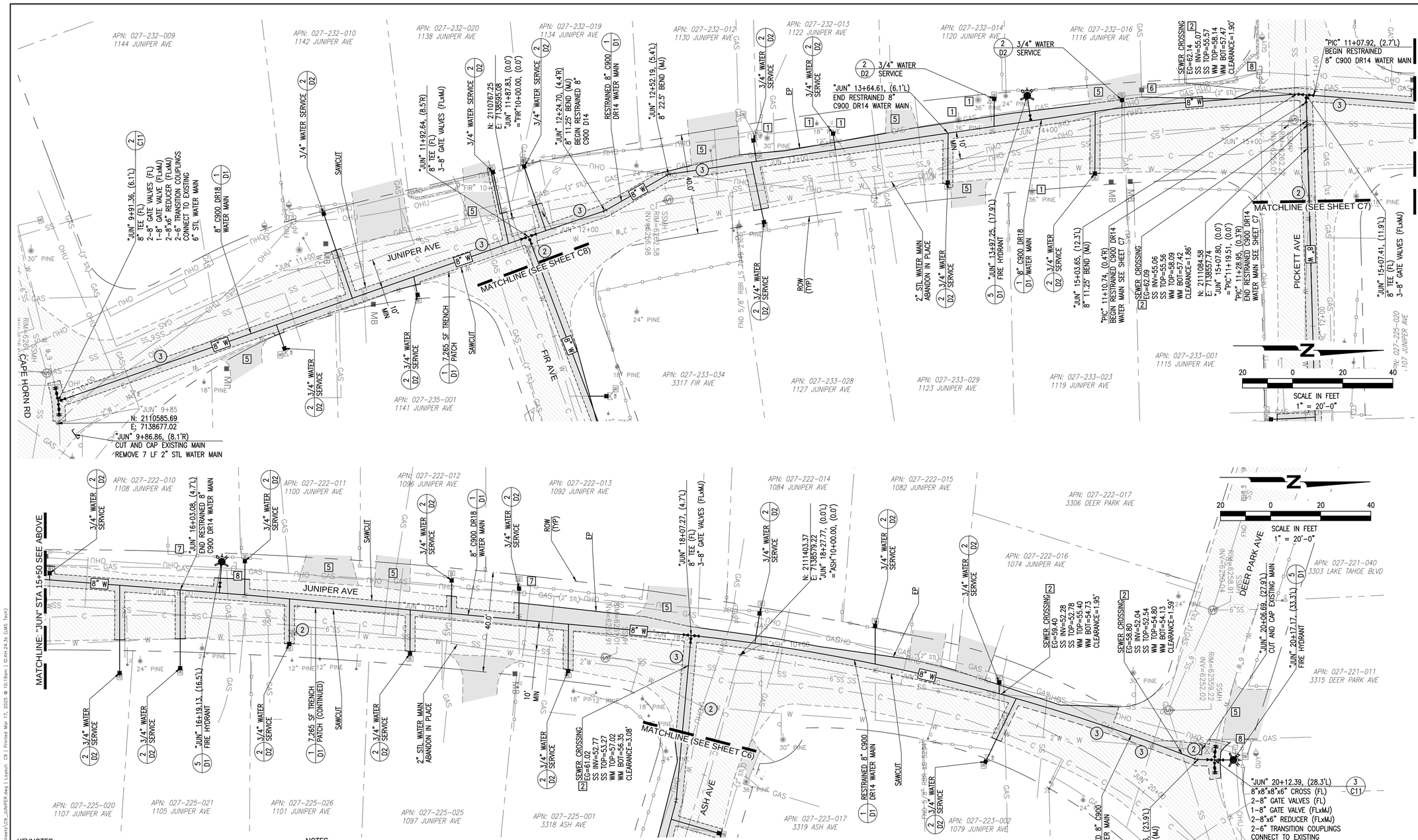
FIR AVE WATERLINE PLAN

DRAWING

C8

SHEET 13 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\C8_FIR.dwg | Layout: C8 | Printed Mar 14, 2025 @ 2:28pm | (KH:24.3s (LMS Tech)



KEYNOTES

- (2) EXISTING VALVE ABANDON IN PLACE
- (3) CAUTION UTILITY CROSSING. POTHOLE TO VERIFY LOCATION AND DEPTH PER DETAIL 1/D3
- [1] TREE, PROTECT IN PLACE
- [2] PROTECT WATERLINE AT SEWER CROSSING PER DETAIL 1/D3
- [5] DRIVEWAY, PROTECT IN PLACE
- [6] MAILBOX, PROTECT IN PLACE
- [7] FENCE, PROTECT IN PLACE
- [8] UTILITY POLE, PROTECT IN PLACE

NOTES

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3/18/2025

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SOUTH TAHOE PUBLIC UTILITY DISTRICT
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SOUTH LAKE TAHOE, CA
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SHEET TITLE

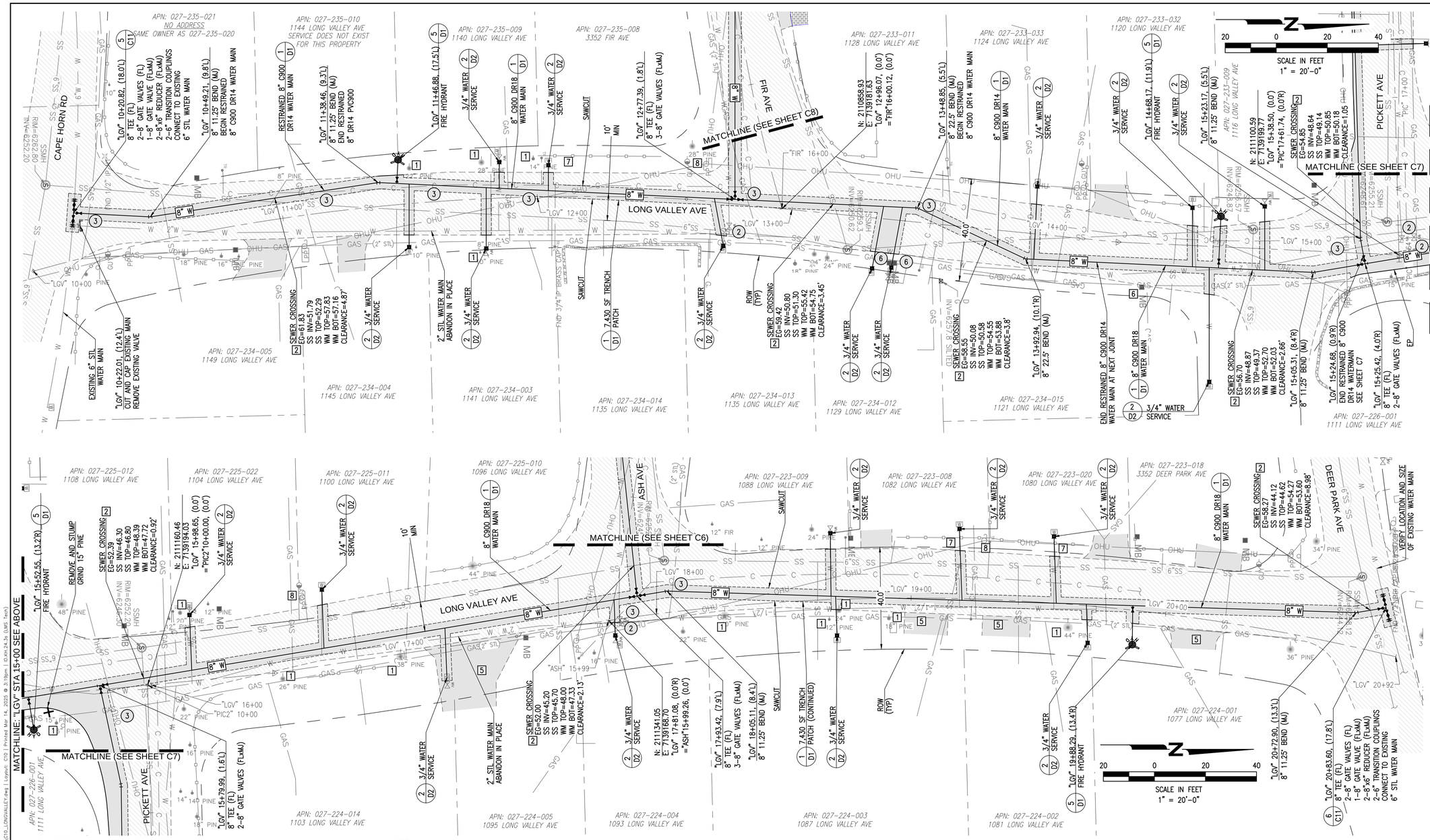
JUNIPER AVE WATERLINE PLAN

DRAWING

C9

SHEET 14 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\C9_JUNIPER.dwg | Layout: C9 | Printed Mar 17, 2025 @ 10:19am | ID:Kit.24.3s (LMS Tech)



KEYNOTES

2. EXISTING VALVE ABANDON IN PLACE
3. CAUTION UTILITY CROSSING. POTHOLE TO VERIFY LOCATION AND DEPTH PER DETAIL 1/D3
6. MAILBOX, REMOVE AND REPLACE
1. TREE, PROTECT IN PLACE
2. PROTECT WATERLINE AT SEWER CROSSING PER DETAIL 1/D3
5. DRIVEWAY, PROTECT IN PLACE
6. MAILBOX, PROTECT IN PLACE
7. FENCE, PROTECT IN PLACE
8. UTILITY POLE, PROTECT IN PLACE

NOTES

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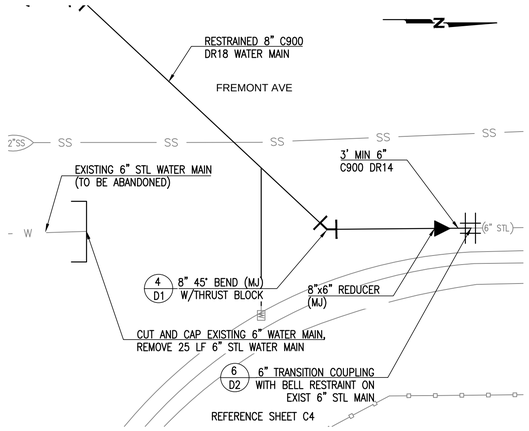
SHEET TITLE

LONG VALLEY AVE WATERLINE PLAN

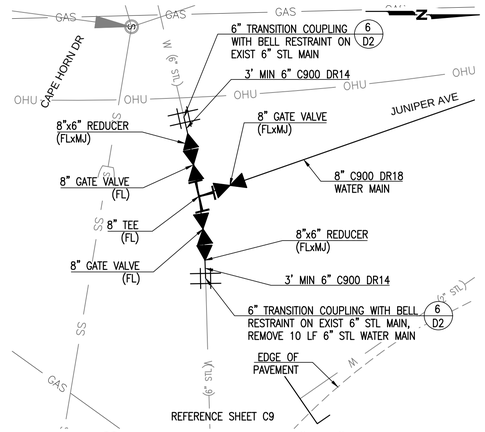
DRAWING

C10

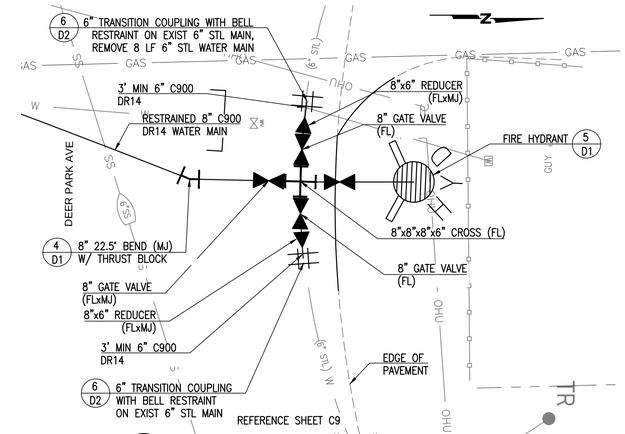
SHEET 15 OF 22



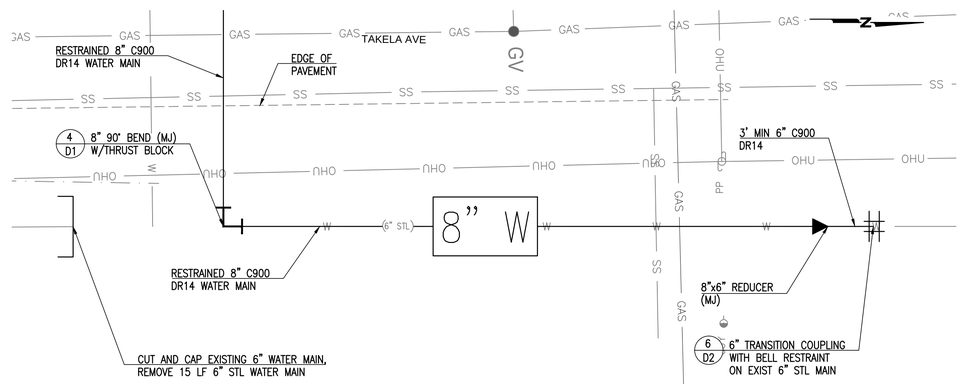
1 C11 FREMONT AVE STA "FRE" 12+05.64
WATER CONNECTION DETAIL
SCALE: 1"=5'



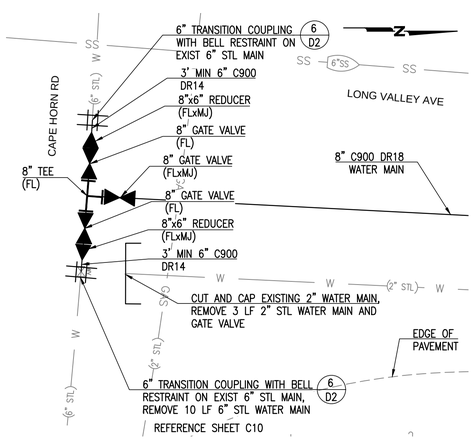
2 C11 JUNIPER AVE STA "JUN" 9+91.36
WATER CONNECTION DETAIL
SCALE: 1"=5'



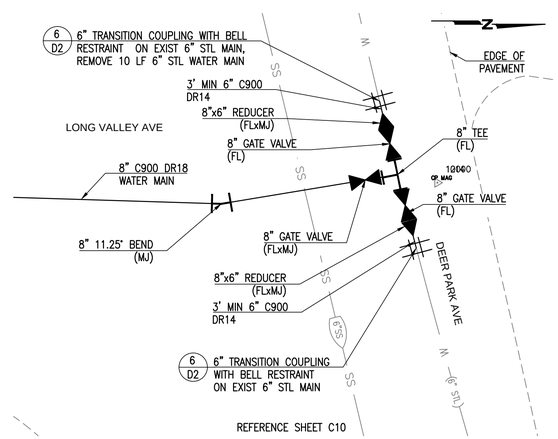
3 C11 JUNIPER AVE STA "JUN" 20+12.39
WATER CONNECTION DETAIL
SCALE: 1"=5'



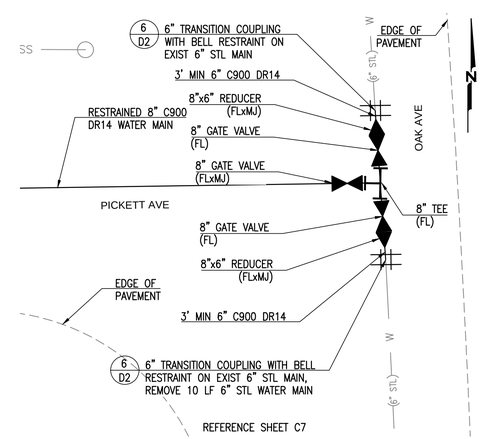
4 C11 TAKELA AVE STA "TAK" 14+50.45
WATER CONNECTION DETAIL
SCALE: 1"=5'



5 C11 LONG VALLEY AVE STA "LGV" 10+20.82
WATER CONNECTION DETAIL
SCALE: 1"=5'



6 C11 LONG VALLEY AVE STA "LGV" 20+83.60
WATER CONNECTION DETAIL
SCALE: 1"=5'



7 C11 PICKETT AVE STA "PIC2" 12+36.26
WATER CONNECTION DETAIL
SCALE: 1"=5'

ISSUED FOR BID
DATE: 03-18-2025

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NO. C 64725
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3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
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SHEET TITLE

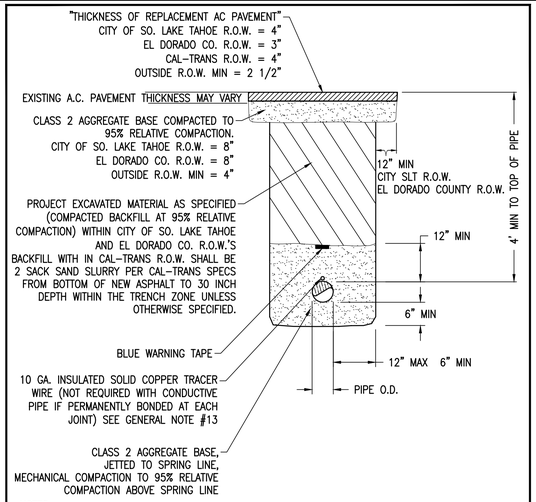
WATER CONNECTION DETAILS

DRAWING

C11

SHEET 16 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\C11_WATER-CNXN-DETAILS.dwg | Layout: C11 | Printed Mar 14, 2025 @ 5:10pm | ID:KH.24.3s (LMS Tech)

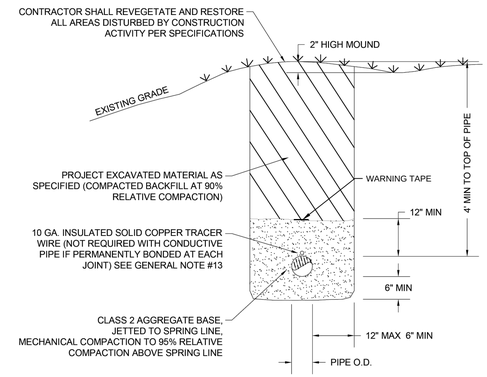


NOTES:

1) CONTRACTOR PAY ITEM FOR TRENCH WIDTH PLUS TWENTY FOUR INCHES (24") IN CITY OF SOUTH LAKE TAHOE AND EL DORADO COUNTY RIGHT OF WAY. TRENCH WIDTH AND TRENCH PAVEMENT REPLACEMENT EXCEEDING MAXIMUM AS DESCRIBED HERE IN AND IN THE SPECIFICATIONS SHALL BE COMPLETED AT NO ADDITIONAL EXPENSE TO THE DISTRICT.
2) CONTRACTOR SHALL REPLACE ALL TRAFFIC STRIPING DISTURBED BY CONSTRUCTION.
3) NO RECYCLED MATERIAL TO BE USED IN PIPE ZONE.

APPROVED BY:	WATER MAIN TRENCH WITHIN PAVED AREAS		WM01
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WM01		
	DATE: 3/3/2023	SCALE:NTS	

1 / D1 TRENCH DETAIL (WITHIN PAVED AREAS)
N.T.S.



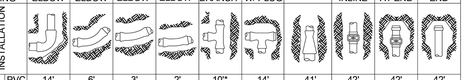
NOTES:

1) NO RECYCLED MATERIAL TO BE USED IN PIPE ZONE.

APPROVED BY:	WATER MAIN TRENCH OUTSIDE PAVED AREAS		WM02
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WM02		
	DATE: 4/7/2022	SCALE: NTS	

2 / D1 TRENCH DETAIL (OUTSIDE PAVED AREAS)
N.T.S.

FITTING AND PIPE RESTRAINT LENGTH REQUIREMENTS

TYPE OF FITTING		90° ELBOW	45° ELBOW	22.5° ELBOW	11.25° ELBOW	TEE BRANCH*	TEE W/ PLUG	REDUCER**	VALVE INLINE	VALVE AT END	DEAD END
TYPICAL INSTALLATION											
SIZE OF PIPE	6" PVC	14'	6'	3'	2'	10'*	14'	41'	42'	42'	42'
	6" DIP	16'	7'	4'	2'	10'*	16'	61'	63'	63'	63'
	8" PVC	18'	8'	4'	2'	10'*	18'	41'	55'	55'	55'
	8" DIP	21'	9'	5'	2'	10'*	21'	62'	82'	82'	82'
	10" PVC	22'	6'	5'	3'	10'*	22'	43'	66'	66'	66'
	10" DIP	25'	10'	5'	3'	10'*	25'	63'	99'	99'	99'
	12" PVC	26'	11'	6'	3'	15'	26'	43'	78'	78'	78'
	12" DIP	29'	12'	6'	3'	23'	29'	64'	117'	117'	117'
	14" PVC	29'	12'	6'	3'	25'	29'	43'	90'	90'	90'
	14" DIP	33'	14'	7'	4'	39'	33'	64'	133'	133'	133'
	16" PVC	33'	14'	7'	4'	36'	33'	44'	101'	101'	101'
	16" DIP	36'	15'	8'	4'	55'	36'	65'	150'	150'	150'
	18" PVC	36'	15'	8'	4'	46'	36'	62'	112'	112'	112'
	18" DIP	40'	17'	8'	4'	71'	40'	92'	167'	167'	167'
	24" PVC	45'	19'	9'	4'	76'	45'	62'	144'	144'	144'
	24" DIP	51'	21'	10'	4'	116'	51'	92'	214'	214'	214'

* MINIMUM 10' RESTRAINED LENGTH ON EACH RUN ON BOTH SIDES OF BRANCH
** LENGTHS GIVEN ARE VALID FOR UP TO 4" INCREASE IN NOMINAL DIAMETER FROM SIZE SHOWN

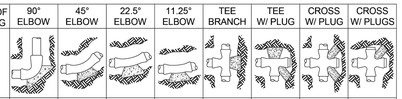
NOTES:

1) ALL MINIMUM RESTRAINT LENGTH CALCULATIONS BASED ON MINIMUM 10' PIPE LENGTH'S. MINIMUM PIPE LENGTH'S FOR DUCTILE IRON PIPE FITTINGS BASED ON POLYETHYLENE ENCASEMENT.
2) NUTS AND BOLTS ON ALL MJ FITTINGS SHALL BE PAINTED WITH TWO COATS OF KOPPERS 505, TNEMEC 46-450', AMERON OR EQUAL, 15 MILS EACH COAT.
3) ALL FLANGES TO BE BURIED, COAT ENTIRE ASSEMBLY WITH PETROLATUM SATURATED FABRIC TAPE TAPE WRAP SYSTEM IN ACCORDANCE WITH SPECIFICATIONS.
4) CONCRETE THRUST BLOCKING MAY BE REQUIRED IN CONJUNCTION WITH MECHANICAL THRUST RESTRAINT SYSTEMS IF DETERMINED NECESSARY BY THE ENGINEER.
5) VALVES PLACED IN A RUN OF PIPE OR AT A DEAD END TO BE RESTRAINED PER DEAD END RESTRAINT LENGTHS.
6) ALL VALVE CLUSTERS (CROSS OR TEE) USE THE RESTRAINT LENGTHS FOR THE 90° ELBOW.

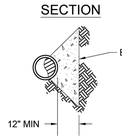
APPROVED BY:	RESTRAINT LENGTH SCHEDULE		WM08
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WM08		
	DATE: 4/12/2022	SCALE:NTS	

3 / D1 RESTRAINT LENGTH SCHEDULE
N.T.S.

THRUST BLOCK AREA REQUIRED - SQUARE FEET

TYPE OF FITTING		90° ELBOW	45° ELBOW	22.5° ELBOW	11.25° ELBOW	TEE BRANCH	TEE W/ PLUG	CROSS W/ PLUG	CROSS W/ PLUGS
TYPICAL INSTALLATION									
SIZE OF PIPE	6"	4	4	2	2	4	4	4	4
	8"	10	6	3	3	10	10	10	10
	10"	12	8	4	4	15	15	15	15
	12"	16	10	6	6	20	20	20	20
	14"	21	12	6	6	22	21	22	21
	16"	27	15	8	8	22	27	27	27
	18"	45	25	13	13	32	45	45	45
	24"	65	35	18	18	45	65	65	65

SECTION

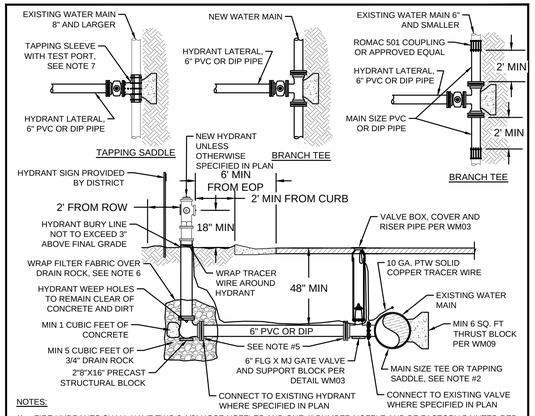


NOTES:

1) JOINTS, FLANGE BOLTS AND FACE OF PLUGS TO BE KEPT CLEAR OF CONCRETE.
2) BLOCKS MUST BE POURED AGAINST UNDISTURBED SOIL.
3) THRUST BLOCKS TO BE CONSTRUCTED OF CLASS 423-C-2500 OR BETTER P.C.C.
4) THRUST BLOCKS AREA IS BASED ON TEST PRESSURE OF 150 PSI AND A HORIZONTAL SOIL BEARING STRENGTH OF 1500 PSI.
5) NUTS AND BOLTS ON ALL MJ FITTINGS SHALL BE PAINTED WITH TWO COATS OF KOPPERS 505, TNEMEC 46-450', AMERON OR EQUAL, 15 MILS EACH COAT.

APPROVED BY:	TYPICAL THRUST BLOCK		WM09
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WM09		
	DATE: 4/12/2022	SCALE:NTS	

4 / D1 THRUST BLOCK
N.T.S.

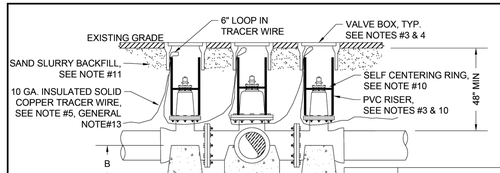


NOTES:

1) FIRE HYDRANTS SHALL HAVE TWO 2-1/2" HOSE NOZZLES AND ONE 4" PUMPER NOZZLE AND BE FACTORY PAINTED RED.
2) FIRE LINE TEE ON NEW WATER MAINS AND EXISTING WATER MAINS 6" AND SMALLER SHALL BE DUCTILE IRON WITH 6" FLANGED BRANCH. WRAP DUCTILE IRON TEE WITH POLYWRAP PER AWWA C105. TAPPING SADDLE TO BE USED ON EXISTING WATER MAINS 8" AND LARGER SHALL BE STAINLESS STEEL WITH 6" FLANGED BRANCH.
3) EXPOSED NUTS AND BOLTS ON MJ FITTINGS TO BE PAINTED WITH TWO COATS OF KEPPERS 505, TNEMEC 46-450, AMERON, OR EQUAL. 15 MILS EACH COAT.
4) ALL FLANGES TO BE BURIED, COAT ENTIRE ASSEMBLY WITH PETROLATUM SATURATED FABRIC TAPE WRAP SYSTEM.
5) THE ENTIRE HYDRANT ASSEMBLY FROM THE MAIN TO THE HYDRANT SHALL BE RESTRAINED.
6) COMPLETELY WRAP DRAIN ROCK IN FILTER FABRIC AND SECURE TO HYDRANT RISER WITH TAPE. DRAIN ROCK SHALL COVER HYDRANT WEEP HOLES WITH 6" MINIMUM COVER.
7) TAPPING SADDLES SHALL BE PRESSURE TESTED PRIOR TO SCHEDULING HOT TAP. HOT TAP TO BE PERFORMED BY DISTRICT CREW. SCHEDULE HOT TAP 48 HOURS IN ADVANCE.
8) ON NEW WATER MAINS HYDRANT ASSEMBLY SHALL PASS HYDROSTATIC PRESSURE AND DISINFECTION TESTING ALONG WITH THE NEW PIPELINE. FOR INSTALLATIONS ON EXISTING MAINS WHERE HYDRANT LATERAL IS LESS THAN 20 FEET, PIPING, HYDRANTS AND FITTINGS SHALL BE SWABBED. ALL DISINFECTION SHALL CONFORM TOP AWWA C651.
9) THE EXACT LOCATIONS FOR THE FIRE HYDRANT INSTALLATIONS WILL BE DETERMINED IN THE FIELD.

APPROVED BY:	FIRE HYDRANT		WM04
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WM04		
	DATE: 6/2/2022	SCALE:NTS	

5 / D1 FIRE HYDRANT ASSEMBLY
N.T.S.



GATE VALVE SIZE	SUPPORT BLOCK DIMENSION
6"	USE 1- 4"X8"X16" PRECAST STRUCTURAL SUPPORT BLOCK
8"	
10"	

GATE VALVE SIZE	CAST IN PLACE CONCRETE	
	A (FT)	B (FT)
12"	2.0	2.0
14"	2.5	2.5
16"	3.0	3.0
18"	3.0	3.0

NOTES:

1) GATE VALVES FOURTEEN INCH (14") DIAMETER AND SMALLER SHALL BE MUELLER OR APPROVED EQUAL AS PER AWWA C-509, RESILIENT RUBBER SEAT RING, WEDGE DISC, NON-RISING STEM. BRONZE STEM NUT AND O-RING SEALS ABOVE AND BELOW THE THRUST COLLAR. WITH TWO INCH (2") SQUARE OPERATING NUT. VALVES SIXTEEN INCH (16") AND LARGER SHALL BE BUTTERFLY VALVES AS SPECIFIED AND SUBMITTED FOR APPROVAL.
2) THE MAIN LINE VALVE CLUSTER SHALL CONSIST OF A FLANGED TEE AND FLANGED X MECHANICAL JOINT VALVES OR FLANGED COUPLING ADAPTERS.
3) VALVE BOX RISER PIPE TO BE EIGHT INCH (8") PVC, SDR-35 AND INSTALLED PERPENDICULARLY CENTERED AROUND AND COVERING THE UPPER VALVE BONNET AND OPERATOR.
4) VALVE BOX SHALL BE CHRISTY G5 BOX WITH METAL LID MARKED "WATER"
5) THE 10 GA. TRACER WIRE SHALL BE ROUTED FROM THE NEW MAIN, LOOPED THROUGH THE VALVE BOXES AND CLAMPED TO THE EXISTING WATER MAIN USING STAINLESS STEEL CLAMPS. CONTINUITY BETWEEN ALL NEW AND EXISTING PIPELINES SHALL BE MAINTAINED.
6) EXPOSED NUTS AND BOLTS ON MJ FITTINGS TO BE PAINTED WITH TWO COATS OF KOPPERS 505, TNEMEC 46-450, AMERON OR EQUAL 15 MILS EACH COAT.
7) ALL FLANGES TO BE BURIED, COAT ENTIRE ASSEMBLY WITH PETROLATUM SATURATED FABRIC TAPE WRAP SYSTEM IN ACCORDANCE WITH STPUD REQUIREMENTS.
8) CONCRETE FOR SUPPORT BLOCKS SHALL BE FORMED TO MAINTAIN MINIMUM TWO INCH (2") CLEARANCE FROM FLANGE BOLTS.
9) PRE CAST STRUCTURAL SUPPORT BLOCKS SHALL BE SOLID AND CONFORM TO ASTM C90.
10) PROVIDE AND INSTALL SELF CENTERING ALIGNMENT RING WITH SLIDING ADJUSTER AS MANUFACTURED BY THE AMERICAN FLOW CONTROL CORP. AND SUPPLIED FOR A TRENCH ADAPTER VALVE BOX ASSEMBLY.
11) THE REQUIREMENTS FOR TRENCH BACK FILL AT ALL INTER TIE VALVE CLUSTERS SHALL INCLUDE THE PLACEMENT OF TWO SACK SAND SLURRY WITHIN 3' OF ALL VALVE BOXES BETWEEN THE AB PIPE ZONE MATERIAL AND BOTTOM OF AC PAVEMENT. THIS REQUIREMENT SHALL NOT APPLY TO SINGLE VALVE INSTALLATIONS.
12) FOR ALL VALVE OPERATING NUTS EXCEEDING FORTY EIGHT INCHES (48") BURY THE CONTRACTOR SHALL PROVIDE VALVE OPERATOR EXTENSIONS WITH TRASH RINGS TO A MINIMUM DEPTH OF THIRTY SIX INCHES (36").

APPROVED BY:	WATER VALVE ASSEMBLY		WM03
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WM03		
	DATE: 4/11/2022	SCALE:NTS	

6 / D1 WATER VALVE ASSEMBLY
N.T.S.

ISSUED FOR BID
DATE: 03-18-2025

NCE
300 E 2nd St., Suite 1210
Reno, Nevada 89501
(775) 329-4955 * Fax (775) 329-5098

REGISTERED PROFESSIONAL ENGINEER
FRANZ G. HAIDLMAIER
NO. C 64725
EXP. 06/30/25
CIVIL
STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

PROJECT NO:	697.05.25
DESIGNED BY:	KH
DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
DATE:	03/18/2025

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SHEET TITLE

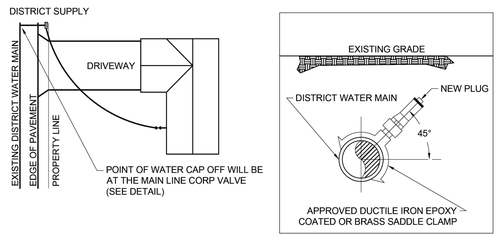
DETAILS

DRAWING

D1

SHEET 17 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\D1-D2_BIJOU1-DETAILS.dwg | Layout: D1 | Printed Mar 14, 2025 @ 5:13pm | ID:KH.24.3s (LMS Tech)

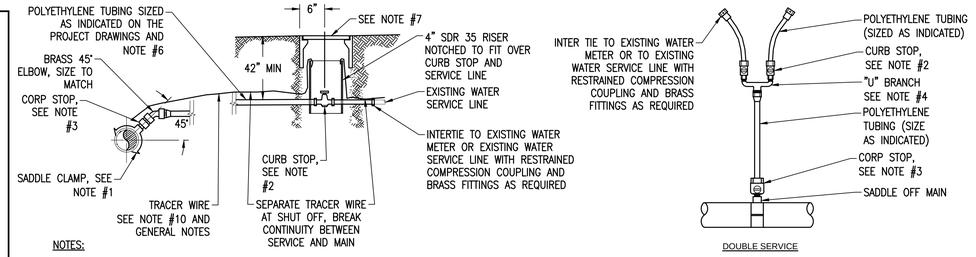


NOTES:

1) UNDERGROUND SERVICE ALERT (USA) 811 TO BE NOTIFIED A MINIMUM OF FORTY EIGHT (48) HOURS BEFORE ANY EXCAVATION.
2) ALL WATER SERVICE(S) TO BE CAPPED SHALL BE FIELD LOCATED BY DISTRICT INSPECTORS.
3) DO NOT DEMOLISH ANY BUILDING UNTIL WATER SERVICE CAP OFF LOCATION FOR THAT BUILDING IS EXCAVATED AND CONFIRMED.
4) WATER SERVICE(S) WILL BE CAPPED AT THE MAIN LINE CORP VALVE. FINAL CAP OFF LOCATION SHALL BE FIELD VERIFIED AND APPROVED BY THE DISTRICT.
5) WATER SERVICE(S) MUST BE SEVERED AT THE CAP OFF POINT IN A WORKMANSHIP LIKE MANNER APPROPRIATE FOR THE TYPE OF PIPE TO BE CAPPED. A MINIMUM OF SIX FEET (6') OF PIPING DOWNSTREAM OF THE CAP OFF POINT SHALL BE REMOVED.
6) THE PLUGGING OF THE SEVERED WATER SERVICE(S) MUST BE MADE WITH A NEW IRON OR BRASS PLUG APPROPRIATE FOR THAT SIZE WATER SERVICE.
7) NO WORK SHALL BE COVERED UNTIL INSPECTED AND APPROVED BY THE DISTRICT.
8) THE DISTRICT SHALL BE GIVEN A MINIMUM OF TWENTY FOUR (24) HOURS NOTICE TO INSPECT ALL WORK ASSOCIATED WITH CAPPING OF LATERAL(S).

APPROVED BY:	ABANDON WATER SERVICE 3/4" TO 2"		WS06
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WS06		
	DATE: 4/11/2022	SCALE: NTS	

1 / D2 ABANDON WATER SERVICE
N.T.S.

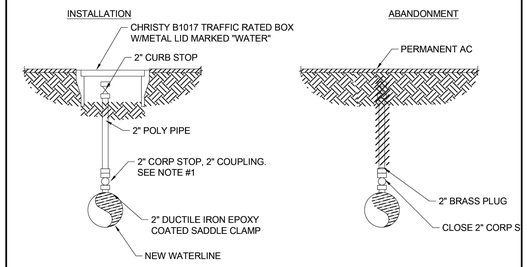


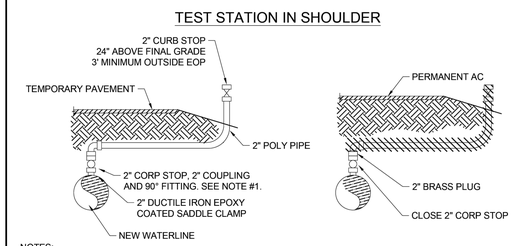
NOTES:

1) ALL SERVICE CONNECTIONS SHALL CONFORM TO AWWA C-800-84 AND BE INSTALLED FROM THE NEW MAIN TO EACH EXISTING METER OR SERVICE LINE. SERVICE SADDLE SHALL BE DOUBLE STAINLESS STEEL STRAP, FUSION BONDED EPOXY COATED SMITH BLAIR #317 OR APPROVED EQUAL.
2) NEW CURB-STOP SHALL BE SIZED AS INDICATED ON PLANS AND BE MUELLER #300/B20283 OR APPROVED EQUAL.
3) CORPORATION STOP SHALL BE SIZED AS INDICATED ON PLANS AND BE MUELLER #300/B20013 OR APPROVED EQUAL FOR 3/4" TO 1"; USE MUELLER #300/2969 OR APPROVED EQUAL FOR 1 1/2" TO 2".
4) SINGLE HOUSE SERVICE SHALL BE 3/4" POLYETHYLENE WITH 3/4" FITTINGS. DOUBLE HOUSE SERVICE SHALL BE 1" POLYETHYLENE TO FORD #U68-43 SPACING "U" BRANCH OR EQUAL WITH TWO 3/4" CURB-STOPS AND SERVICE CONNECTIONS, OR AS INDICATED ON THE DRAWINGS.
5) ALL WATER SERVICES SHALL HAVE A HAND-TAMPED SAND BEDDING NINE INCHES (9") ABOVE AND BENEATH THE TUBING AND SHALL HAVE SIX INCHES (6") MINIMUM CLEARANCE ON EACH SIDE. ABOVE SAND BACKFILL SHALL BE AGGREGATE BASE COMPACTED TO 95% RELATIVE COMPACTION BETWEEN VALVE AND METER TO WITHIN 12" OF SURFACE GRADE. TOP 12" BACKFILL TO MATCH EXISTING AND BE INSTALLED PER WM01 OR WM02.
6) ALL WATER SERVICE SHALL BE POLYETHYLENE 200 PSI CLASS IRON PIPE SIZE FOR 3/4" TO 1". COPPER TUBE SIZE FOR 1.5" TO 2". PIPE STIFFENER INSERTS TO BE USED AT ALL CONNECTIONS.
7) WATER VALVE BOX SHALL BE CHRISTY G5 FOR SINGLE SERVICE, AND CHRISTY B1017 FOR DOUBLE SERVICE OR APPROVED EQUAL WITH A METAL LID MARKED "WATER". WATER VALVE BOX PLACED IN ASPHALT SHALL BE 1/4" TO 1/2" BELOW FINISH GRADE.
8) ALL CORP-STOPS, CURB-STOPS AND POLYETHYLENE SERVICE LINES SHALL BE DISINFECTED AND HYDROSTATIC TESTED ALONG WITH THE NEW MAIN PRIOR TO BEING PLACED INTO SERVICE. SERVICE LINE BETWEEN CURB STOP AND METER TO BE SWABBED AND FLUSHED PRIOR TO CONNECTION.
9) ALL TUBING CONNECTIONS SHALL BE THE COMPRESSION TYPE; MUELLER OR APPROVED EQUAL.
10) TRACER WIRE SHALL BE INSTALLED FROM THE NEW MAIN ALONG NEW SERVICE LINE TO THE EXISTING WATER SERVICE LINE. TRACER WIRE SHALL BE CUT OR DISCONTINUOUS, LEAVING TWO (2) 6" WIRE TAILS AT THE TOP OF RISER PIPE IN WATER SERVICE VALVE BOX.
11) WATER SERVICE CONNECTIONS INSTALLED ON THE OPPOSITE SIDE OF THE STREET FROM WATER MAIN SHALL UTILIZE TRENCHLESS TECHNOLOGY (I.E. DIRECTIONAL DRILL, PNEUMATIC RAM OR MOLE) OR OTHER METHOD APPROVED BY DISTRICT ENGINEER.
12) CONTRACTOR TO PRESERVE ALL PROPERTY MARKERS ENCOUNTERED.
13) BACKFILL THE NEW SERVICE LINES AND BOTTOM OF METER PIT IN NINE INCHES (9") OF CLEAN SAND. IN TRAFFIC AREAS, BACKFILL ABOVE BEDDING LAYER WITH AGGREGATE BASE, PLACED IN MAXIMUM TWELVE-INCH (12") LIFTS AND COMPACTED TO 95% RELATIVE COMPACTION. IN NON TRAFFIC INSTALL CLEAN THREE INCH MINUS (-3") NATIVE MATERIAL, OR AGGREGATE BASE COMPACTED TO 90% RELATIVE COMPACTION. IN NON TRAFFIC INSTALL TOP 12" LIFT IN NATIVE AND LANDSCAPED AREAS SHALL MATCH EXISTING MATERIAL AND BE COMPACTED TO 80% RELATIVE COMPACTION. NO RECYCLED BASE ALLOWED IN BACKFILL.
14) RAKE ALL DISTURBED AREAS SMOOTH, AND MULCH CONSISTENT WITH ADJACENT GROUND COVER CONDITIONS. CONTRACTOR SHALL PROTECT EXISTING LANDSCAPING, IRRIGATION, FENCING AND ANY OTHER EXISTING ITEMS INCLUDING NATURAL VEGETATION AND TREES. ANY ITEMS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED AT CONTRACTORS EXPENSE WITH ITEMS OF EQUAL OR SUPERIOR QUALITY.

APPROVED BY:	WATER SERVICE		WS01
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WS01		
	DATE: 11/7/2023	SCALE: NTS	

2 / D2 WATER SERVICE
N.T.S.



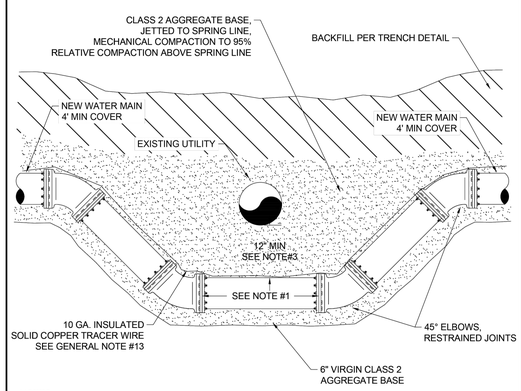


NOTES:

1) CORPORATION STOP SHALL BE MUELLER #300/2969 OR APPROVED EQUAL.
2) CONTRACTOR TO DEMOLISH PIPING AFTER ALL DISINFECTION TESTING IS COMPLETE.

APPROVED BY:	2" TEST STATION		WM12
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WM12		
	DATE: 4/12/2022	SCALE: NTS	

3 / D2 2" BLOWOFF VALVE
N.T.S.

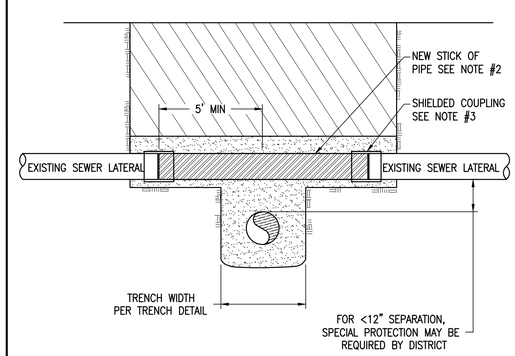


1) ALL JOINTS SHALL BE RESTRAINED.
2) IF COMPACTION UNDER EXISTING UTILITY CAN NOT BE ACCOMPLISHED, USE TWO (2) SACK SAND SLURRY TO FILL THE VOID UNDER THE UTILITY.

TO FILL THE VOID UNDER THE UTILITY.

APPROVED BY:	NEW WATER MAIN VERTICAL OFFSET		WM06
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WM06		
	DATE: 4/11/2022	SCALE: NTS	

4 / D2 WATER MAIN OFFSET
N.T.S.

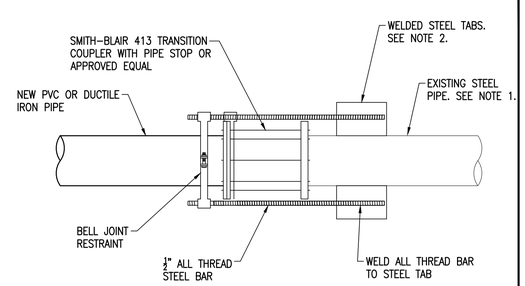


NOTES:

1) ALL SEWER LATERALS TO BE PROTECTED PER THE GENERAL NOTES. WHERE SEWER LATERAL IS INADVERTENTLY DAMAGED DURING CONSTRUCTION, THE LATERAL SHALL BE CUT AND REPLACED FOR A DISTANCE OF AT LEAST FIVE FEET (5') ON EACH SIDE OF THE POINT OF CROSSING.
2) ALL SEWER LATERAL REPLACEMENT PIPING SHALL BE PVC SDR 26 UNLESS NOTED OR APPROVED BY THE DISTRICT.
3) ALL COUPLING, ADAPTERS AND MATERIALS USED TO CONNECT PVC SDR 26 PIPING TO OTHER PIPE MATERIALS SHALL BE APPROVED BY THE DISTRICT.
4) ALL SEWER LATERAL REPAIRS SHALL BE BACKFILLED WITH COMPACTED OR JETTED CLASS 2 AGGREGATE BASE MATERIAL AS REQUIRED BY THE DISTRICT PER TRENCH DETAIL.

APPROVED BY:	SEWER LATERAL REPLACEMENT AT PIPE TRENCH		SS04
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL SS04		
	DATE: 11/7/2023	SCALE: NTS	

5 / D2 SEWER LATERAL REPLACEMENT
N.T.S.



NOTES:

1) CONTRACTOR SHALL VERIFY SIZE OF EXISTING STEEL PIPE PRIOR TO PROCURING TRANSITION COUPLER.
2) STEEL TABS TO BE WELDED TO EXISTING STEEL PIPE BY DISTRICT STAFF. COORDINATE WORK WITH DISTRICT HEAVY MAINTENANCE DEPARTMENT. PROVIDE 72 HOURS NOTICE.

APPROVED BY:	TRANSITION COUPLER		WM13
JULIE H RYAN, DISTRICT ENGINEER P.E. NO. CE 59002	STANDARD DETAIL WM13		
	DATE: 10/16/2023	SCALE: NTS	

6 / D2 TRANSITION COUPLER
N.T.S.

ISSUED FOR BID
DATE: 03-18-2025

NCE
300 E 2nd St., Suite 1210
Reno, Nevada 89501
(775) 329-4955 * Fax (775) 329-5098

REGISTERED PROFESSIONAL ENGINEER FRANZ G. HAIDLMAYER NO. C 64725 EXP. 06/30/25 CIVIL STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER
SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

PROJECT NO:	697.05.25
DESIGNED BY:	KH
DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
DATE:	03/18/2025

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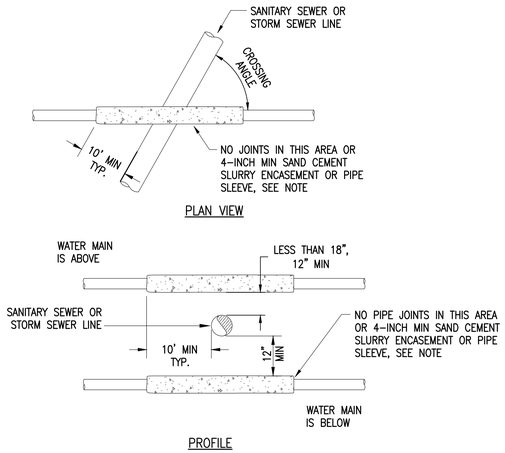
SHEET TITLE
DETAILS

DRAWING
D2

SHEET 18 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\D1-D5_BIJOU1-DETAILS.dwg | Layout: D2 | Printed Mar 14, 2025 @ 5:14pm | ID:KH.24.3s (LMS Tech)



NOTES:

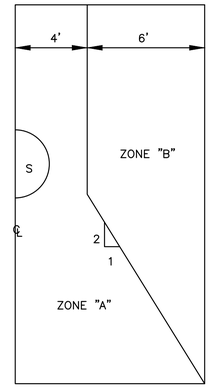
1) WHERE THE WATER MAIN IS BELOW THE SEWER LINE, WHERE THE WATER MAIN IS LESS THAN 18-INCHES CLEAR ABOVE THE SEWER LINE OR WHERE A 10-FOOT HORIZONTAL SEPERATION CANNOT BE MAINTANED, THE AREA OF CROSSING MUST BE CONSTRUCTED IN SUCH A MANNER THAT:

   A) THE WATER MAIN IS CONSTRUCTED SUCH THAT THERE ARE NO PIPE JOINTS FOR A DISTANCE OF AT LEAST 10-FEET ON EACH SIDE OF THE POINT OF CROSSING, OR;

   B) THE WATER MAIN OR SEWER MAIN IS TOTALLY ENCASED IN AT LEAST 4-INCHES OF 2-SACK SAND CEMENT SLURRY FOR A DISTANCE OF AT LEAST 10-FEET ON EACH SIDE OF THE POINT OF CROSSING, OR;

   C) THE WATER MAIN OR SEWER MAIN IS INSTALLED IN A PIPE SLEEVE THAT EXTENDS, WITHOUT JOINTS, AT LEAST 10-FEET ON EACH SIDE OF THE POINT OF CROSSING.

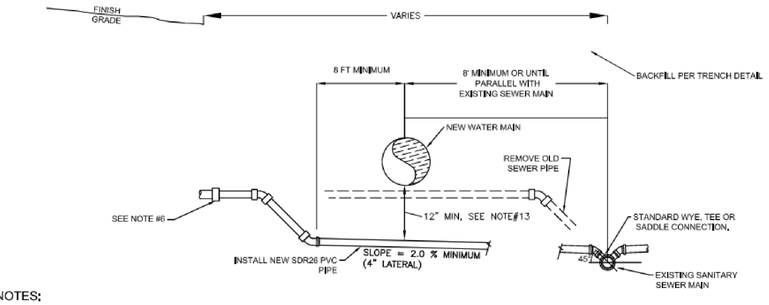
1 / D3 WATERLINE PROTECTION AT SEWER CROSSING
N.T.S.



NOTES:

1. PARALLEL CONSTRUCTION WILL BE ALLOWED ONLY WHEN TEN FEET (10') SEPARATION BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
2. WATER MAIN INSTALLATION IN ZONE "A" IS PROHIBTED.
3. PARALLEL WATER MAIN INSTALLATION IN ZONE "B" MUST BE RESTRAINED CLASS 305 DR14 C900.

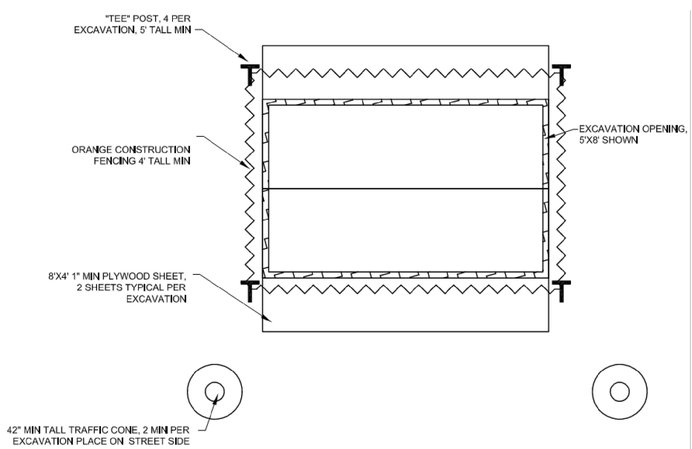
2 / D3 TRENCH SECTION FOR PARALLEL CONSTRUCTION
N.T.S.



NOTES:

1) ALL JOINTS AND CONNECTIONS SHALL BE WATERTIGHT. ALL COUPLING, ADAPTERS AND MATERIALS USED TO CONNECT SEWER MAIN AND LATERAL SHALL BE APPROVED BY THE DISTRICT.
2) NEW SEWER LATERAL PIPE SHALL BE CONNECTED TO THE EXISTING SEWER SERVICE PIPE WITH A FERNCO COUPLER OR APPROVED EQUAL WITH STAINLESS STEEL HOSE CLAMPS.
3) SEWER LATERAL REPLACEMENT PIPING AND FITTINGS SHALL BE PVC SDR 26 UNLESS APPROVED BY THE DISTRICT.
4) SEWER LATERAL SLOPE SHALL BE 45° OFF CENTERLINE OF MAIN.
5) ALL SEWERS LATERALS SHALL HAVE A MINIMUM GROUND COVER OF THREE FEET (3') OVER THE TOP OF PIPE, IF LESS THAN 30" COVER USE CAST IRON PIPE.
6) WHERE SEWER LATERAL CROSSES THROUGH WATER MAIN OR OTHER PROPOSED OBSTRUCTION, THE LATERAL SHALL BE CUT AND REPLACED FOR A MINIMUM DISTANCE OF AT LEAST EIGHT FEET (8') ON EACH SIDE OF THE OBSTRUCTION AND REPLACED UNTIL A CONTINUOUS SLOPE CAN BE ACHIEVED WITHOUT OBSTRUCTION.
7) SEWER LATERAL OFFSETS SHALL BE BEDDED IN NINE INCHES (9") OF CLEAN SAND THE REMAINING BACKFILLED AS REQUIRED BY THE DISTRICTS TRENCH DETAIL.
8) THE DISTRICT SHALL RECEIVE IN WRITING 72 HOUR NOTICE PRIOR TO ANY WORK THAT RESULTS IN THE SHUT-DOWN OF A SEWER SERVICE, PROPERTY OWNER/RESISDENT SHALL RECEIVE A MINIMUM OF 48 HOUR WRITTEN NOTICE.
9) FOR PVC INSTALLATIONS, CONNECT TO EXISTING "BELL END" AND CONNECT OPPOSITE END WITH PVC TO PVC COUPLING.
10) CLEANOUTS LOCATED IN PAVEMENT OR DIRT PARKING AREAS SHALL HAVE A CHRISTY'S G5 BOX OR EQUAL W/METAL LID MARKED "SEWER"
11) CONTRACTOR SHALL PROVIDE TO THE DISTRICT OR ENGINEER AN AS BUILT ON A CLEAN SET OF PLANS WITH THE FINAL STATIONING OR DISTANCE AND DIRECTION FROM NEAREST MANHOLE TO THE OFFSET SEWER LATERAL.
12) ALL RELOCATED SEWER LATERALS SHALL BE FLOW TESTED PRIOR TO BACKFILL. ALL JOINTS SHALL BE EXPOSED TO CHECK FOR LEAKS.
13) IF TWELVE INCH (12") SEPARATION CANNOT BE MAINTAINED, THEN SPECIAL PIPE IS REQUIRED CONFIRM WITH DISTRICT.

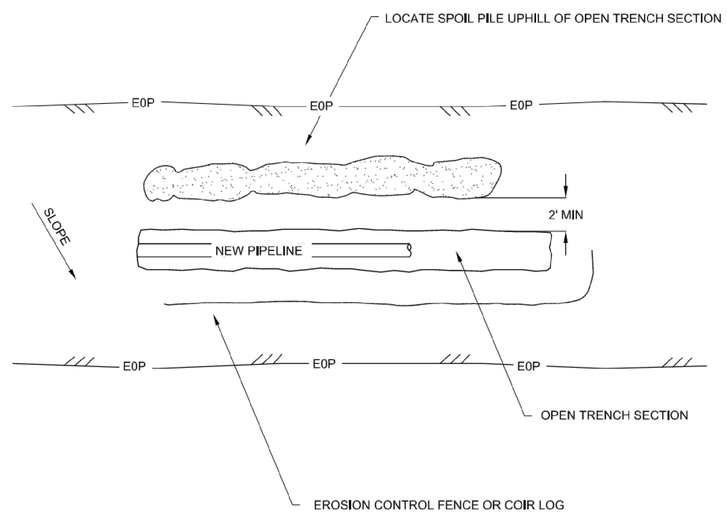
3 / D3 SEWER LATERAL OFFSET AROUND NEW WATER MAIN
N.T.S.



NOTES:

1. ALL EXCAVATIONS SHALL BE COVERED AND PROTECTED AT THE END OF EACH WORK DAY.
2. EXCAVATIONS IN PAVEMENT OR PARTIALLY IN PAVEMENT SHALL BE COVERED WITH A STEEL TRENCH PLATE WITH A MINIMUM OF TWO TRAFFIC CONES 42" TALL. EXCAVATION IN THE ROADWAY SHALL BE COVERED WITH A TRENCH PLATE. PLACE COLD PATCH ALONG ALL EDGES OF THE TRENCH PLATE. SEE GENERAL NOTE #12.

4 / D3 SECURE OPEN EXCAVATIONS
N.T.S.



NOTES:

1. RELOCATE EROSION CONTROL FENCE/COIR LOG AS CONSTRUCTION PROGRESSES.

5 / D3 TYPICAL OPEN TRENCH SECTION
N.T.S.

ISSUED FOR BID
DATE: 03-18-2025

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REGISTERED PROFESSIONAL ENGINEER FRANZ G. HAIDLMAIER NO. C 64725 EXP. 06/30/25 CIVIL STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

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DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
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SHEET TITLE

DETAILS

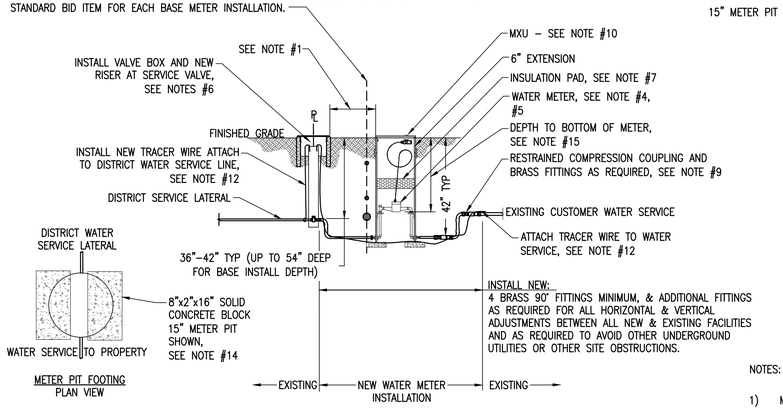
DRAWING

D3

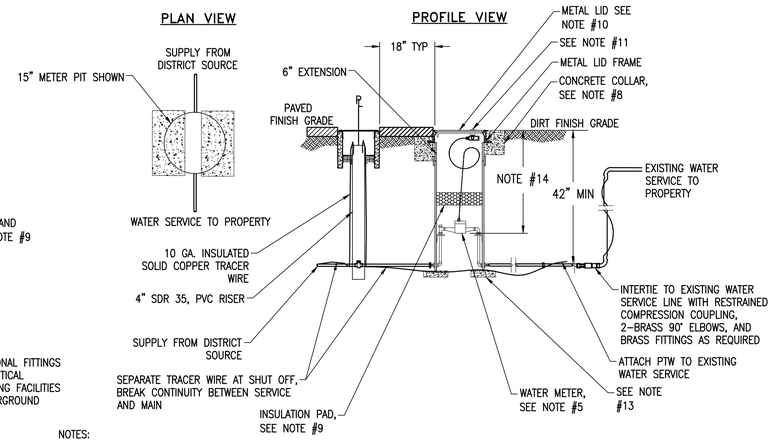
SHEET 19 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\D1-D5_BIJOU1-DETAILS.dwg | Layout: D3 | Printed Mar 14, 2025 @ 5:15pm | ID:KH.24.3s (LMS Tech)

CONTRACTOR WILL ENCOUNTER GAS, WATER, SEWER, POWER, CATV AND OTHER UNDERGROUND UTILITIES IN VARYING HORIZONTAL AND VERTICAL PROXIMITY DURING METER INSTALLATION. PROVIDE PROPER PROTECTION OF THESE UTILITIES DURING EXCAVATION AND OTHER WORK NECESSARY FOR METER INSTALLATION. ANY ADDITIONAL FITTINGS AND PIPE REQUIRED SHALL BE PROVIDED AS PART OF THE STANDARD BID ITEM FOR EACH BASE METER INSTALLATION.

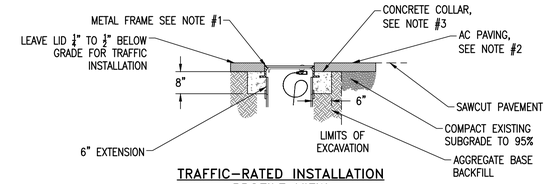


METER PIT FOOTING
PLAN VIEW

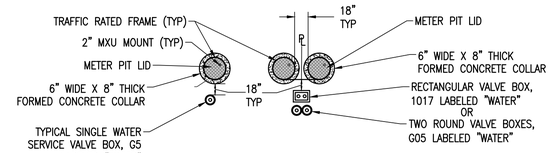


NOTES:

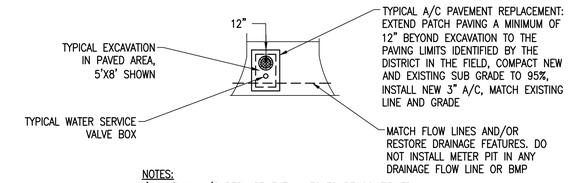
1) METER PITS SHALL BE INSTALLED ON THE CUSTOMER SIDE OF THE PROPERTY LINE, DO NOT INSTALL WATER SERVICE BOX OR METER PITS IN FLOW LINES. MAINTAIN ENOUGH SEPARATION BETWEEN WATER SERVICE BOX AND METER BOX TO ALLOW FOR COMPACTION EQUIPMENT, TYPICALLY EIGHTEEN INCHES (18").
2) METER PIT FOR SINGLE THREE QUARTER INCH (3/4") WATER SERVICE SHALL BE MUELLER 15" EZ–SETTER METER PIT, MODEL #203RS1536FABNN OR APPROVED EQUAL.
3) FOR DOUBLE 3/4" WATER SERVICE CONTRACTOR SHALL INSTALL ONE MUELLER 15" EZ–SETTER METER PIT PER WATER SERVICE.
4) METER PIT FOR ONE INCH (1") WATER SERVICE SHALL BE MUELLER 18" EZ–SETTER METER PIT, MODEL #330RS1836FABNN OR APPROVED EQUAL.
5) METER SHALL BE SENSUS "iPERL" TR/PL, REGISTERING IN 1 CUBIC FEET (CF) FOR 3/4" METERS CONTRACTOR SHALL USE A 3/4" SHORT METER WITH A SEVEN AND ONE HALF INCH (7 1/2") LAY LENGTH. FOR 1" METERS CONTRACTOR SHALL USE THE STANDARD TEN AND THREE QUARTER INCHES (10 3/4") LAY LENGTH METER.
6) ALL METER PITS SHALL HAVE ONE SIX INCH (6") EXTENSION.
7) INLET SIZE SHALL BE AS REQUIRED TO MATCH WATER SERVICE AND METER SIZE.
8) METER PITS PLACED IN TRAFFIC OR PARKING AREAS SHALL HAVE A METAL LID FRAME, FRAME SHALL BE SIZED TO MATCH PIT. CONTRACTOR SHALL CONFIRM WITH DISTRICT FOR AVAILABLE FRAMES, PRIOR TO PURCHASE OR INSTALL. CONTRACTOR SHALL PLACE SIX INCH (6") BY EIGHT INCH (8") CONCRETE COLLAR AROUND FRAME. CONCRETE SHALL BE 3,000 PSI MIN. COLLARS INSTALLED IN ASPHALT OR PAVER STONES SHALL BE THREE INCHES (3") BELOW THE ASPHALT. COLLARS UNDER ASPHALT SHALL HAVE A ROUGH SCREED FINISH AND BE TAC COATED PRIOR TO ASPHALT BEING INSTALLED. COLLARS INSTALLED IN DIRT DRIVEWAYS OR DIRT
PARKING AREAS SHALL BE INSTALLED FLUSH WITH THE FINISH GRADE, SHALL BE FORMED AND HAVE A ROUGH BROOM FINISH.
9) FOUR INCH (4") THICK METER PIT INSULATION PAD BY MUELLER, FORD, MCDONALD OR APPROVED EQUAL, SHALL BE INSTALLED IN THE APPROPRIATE 15" OR 18" DIAMETER TO FIT THE METER PIT.
10) ALL METER PITS SHALL HAVE A METAL LID MARKED "WATER METER", LID SHALL BE SIZED TO MATCH PIT. INSTALLATION IN ASPHALT, CONCRETE OR PAVER STONE DRIVEWAYS LIDS SHALL BE 1/2" BELOW FINISH GRADE. CONTRACTOR SHALL CONFIRM WITH DISTRICT FOR AVAILABLE LIDS AND FRAMES PRIOR TO PURCHASE OR INSTALL.
11) CONTRACTOR SHALL PROVIDE AND INSTALL A TWO INCH (2") RECESSED HOLE IN LID, TR/PL READER MOUNT AND A SENSUS MXU RADIO READ UNIT, 520M SINGLE PORT.
12) ALL BACKFILL AROUND METER PIT, SHALL BE PLACED IN TWELVE INCH (12") LIFTS OF "VIRGIN" CLASS TWO AGGREGATE BASE COMPACTED TO 95% RELATIVE COMPACTION.
13) CONTRACTOR SHALL PROVIDE A MINIMUM OF TWO (2) 8"X1½"X16" PRECAST SOLID STRUCTURAL SUPPORT BLOCKS CONFORMING TO ASTM C90 PLACED UNDER THE METER PIT.
14) CONTRACTOR SHALL MAINTAIN EIGHTEEN INCH (18") MINIMUM TO TWENTY FOUR INCH (24") MAXIMUM FROM THE LID TO THE BOTTOM OF THE METER.



TRAFFIC–RATED INSTALLATION
PROFILE VIEW



TYPICAL TRAFFIC–RATED METER INSTALLATION
PLAN VIEW



NOTES:
1) FINAL A/C REPLACEMENT LIMITS TO BE CONFIRMED WITH ENGINEER IN FIELD PRIOR TO INSTALLATION.

TYPICAL ASPHALT REPLACEMENT
PLAN VIEW

BASE METER INSTALLATION NOTES:

1) METER PITS SHALL BE INSTALLED AS DIRECTED BY THE DISTRICT BASED ON FIELD CONDITIONS, ON THE CUSTOMER SIDE OF THE PROPERTY LINE NEAR THE SERVICE VALVE, UNLESS APPROVED OTHERWISE. MAINTAIN A MINIMUM EIGHTEEN INCHES (18") BETWEEN THE SHUT OFF VALVE BOX AND METER PIT TO ALLOW FOR PROPER COMPACTION BETWEEN BOXES. METER PITS SHALL NOT BE INSTALLED IN ANY DRAINAGE, FLOW LINE, OR BMP UNLESS APPROVED OTHERWISE.
2) METER PIT FOR 3/4" AND 1" WATER SERVICE SHALL BE FIFTEEN–INCH (15") AND EIGHTEEN–INCH (18") DIAMETER RESPECTIVELY, EZ–SETTER METER PIT BY MUELLER, FORD, OR APPROVED EQUAL. METER PITS SHALL BE 36" TALL PLUS A SINGLE 6" EXTENSION FOR A 42" TOTAL DEPTH. MUELLER MODEL #250RS1536FABNN, MCDONALD MODEL #780–240JXPP 33X15X432 OR FORD MODEL #PFB–288–95707–001–NL, 15.5" METER DEPTH FOR ¾" SERVICES AND MUELLER MODEL #330RS1836FABNN OR FORD MODEL #PFBL–488–95500–008–NL, 15.5" METER DEPTH FOR 1" SERVICES, OR APPROVED EQUAL. METER PIT INLET SIZE SHALL BE AS REQUIRED TO MATCH WATER SERVICE AND METER SIZE.
3) FOR DOUBLE WATER SERVICES, CONTRACTOR SHALL INSTALL ONE METER PIT OF THE APPROPRIATE SIZE PER WATER SERVICE.
4) METERS SHALL BE SENSUS iPERL, REGISTERING IN 1 CUBIC FEET (1CF).
5) FOR 3/4" METERS, CONTRACTOR SHALL USE A 3/4" SHORT METER WITH A SEVEN AND ONE–HALF INCH (7 ½") LAY LENGTH. FOR 1" METERS, CONTRACTOR SHALL USE A STANDARD TEN AND THREE QUARTER INCHES (10 ¾") LAY LENGTH METER.
6) WATER VALVE BOX INSTALLED IN TRAFFIC AREAS SHALL BE 1/4" TO 1/2" BELOW FINISHED GRADE. RISER TO BE 4" SDR 35, NOTCHED TO FIT OVER CURB STOP AND SERVICE LINE. RISER PIPE OPENINGS SHALL BE PROTECTED WITH DUCT TAPE COVERING PRIOR TO BACKFILL ACTIVITIES. TOP OF RISER SHALL BE TWO TO SIX INCHES (2"–6") BELOW THE BOTTOM OF THE VALVE BOX LID.
7) FOUR–INCH (4") THICK METER PIT INSULATION PADS BY MUELLER, FORD, MCDONALD, OR APPROVED EQUAL, SHALL BE INSTALLED IN THE APPROPRIATE DIAMETER TO FIT THE METER PIT.
8) SERVICE LATERAL SHALL BE 200 PSI CLASS POLYETHYLENE TUBING, IRON PIPE SIZE FOR ¾" AND 1" INSTALLATIONS. PIPE STIFFENER INSERTS AND/OR OTHER REQUIRED ACCESSORIES SHALL BE USED PER MANUFACTURER'S INSTRUCTIONS AT ALL CONNECTIONS.
9) ALL PLUMBING AND FITTINGS MUST COMPLY WITH THE CALIFORNIA HEALTH AND SAFETY CODE 116875 (AB1953) REGARDING THE PROHIBITION OF LEAD FITTINGS.
10) CONTRACTOR SHALL INSTALL A TR/PL READER MOUNT AND A SENSUS MXU RADIO READ UNIT, 520M SINGLE PORT, WITHIN THE METER PIT LID, AS PROVIDED BY THE DISTRICT. INSTALL ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
11) CONTRACTOR SHALL PROVIDE A MINIMUM OF TWO (2) 8"X2"X16" PRECAST SOLID CONCRETE STRUCTURAL SUPPORT BLOCKS CONFORMING TO ASTM C90 PLACED UNDER THE METER PIT.
12) INSTALL TWO TRACER WIRES. ONE (1) WIRE FROM WATER SERVICE VALVE BOX TO THE DISTRICT WATER SERVICE LINE AND ONE (1) WIRE FROM WATER SERVICE VALVE BOX PAST THE BOTTOM OF METER PIT TO EXISTING CUSTOMER WATER SERVICE LINE. USE STAINLESS STEEL PIPE CLAMP CONNECTIONS. TRACER WIRE SHALL BE CUT OR DISCONTINUOUS, LEAVING TWO (2) 6" WIRE TAILS AT THE TOP OF RISER PIPE IN WATER SERVICE VALVE BOX. CONTINUITY BETWEEN ALL NEW AND EXISTING PIPELINES AND/OR TRACER WIRES SHALL BE MAINTAINED REGARDLESS OF PIPE TYPE OR PRESENCE OF TRACER WIRE. SEAL CONNECTIONS WITH AN APPROVED MASTIC TYPE SEALER SPECIFICALLY MANUFACTURED FOR UNDERGROUND USE.
13) WHEN METER PITS ARE INSTALLED WITHIN 24" OF EACH OTHER, THE LIDS SHALL BE AT THE SAME ELEVATION.
14) ALL METERS AND POLYETHYLENE SERVICE LINES SHALL BE DISINFECTED, FLUSHED, AND VISUALLY TESTED FOR LEAKS PRIOR TO BACKFILL.
15) FOR ALL INSTALLATION TYPES, DEPTH FROM BOTTOM OF METER TO TOP OF METER LID SHALL BE A MINIMUM OF 18" AND MAXIMUM OF 24".

APPROVED BY:	BASE METER INSTALLATIONS			
JULIE D RYAN, DISTRICT ENGINEER P.E. NO. CE 60002	STANDARD DETAIL WS02		SOUTH TAHOE PUBLIC UTILITY DISTRICT	WS02
	DATE: 11/7/2023	SCALE: NTS		

APPROVED BY:	WATER METER 3/4" AND 1" WITHIN TRAFFIC AREA			
JULIE D RYAN, DISTRICT ENGINEER P.E. NO. CE 60002	STANDARD DETAIL WS02A		SOUTH TAHOE PUBLIC UTILITY DISTRICT	WS02A
	DATE: 11/712023	SCALE: NTS		

1 / D4 WATER METER
N.T.S.

TRAFFIC–RATED INSTALLATION NOTES:

1) TRAFFIC–RATED METER PIT INSTALLATION LOCATIONS SHALL BE AS DETERMINED BY THE DISTRICT BASED ON FIELD CONDITIONS AND WILL OCCUR IN DRIVEWAYS, SIDEWALKS, AND PARKING AREAS; MATERIALS ENCOUNTERED WILL INCLUDE ASPHALT PAVEMENT, CONCRETE, AND PAVER STONES. SAWCUT ASPHALT OR CONCRETE PAVEMENT PRIOR TO EXCAVATION. REMOVE PAVING STONES BY HAND AND PROTECT SO THEY CAN BE MODIFIED, AS NECESSARY, AND RE–USED. METER PITS PLACED IN TRAFFIC–RATED AREAS SHALL HAVE A METAL COVER CONSISTING OF A TRAFFIC–RATED FRAME AND LID, AS PROVIDED BY THE DISTRICT.
2) REPLACE ALL SURFACE MATERIAL TO MATCH AND CONFORM WITH SURROUNDING MATERIAL. PAVEMENT REPLACEMENT SHALL BE THREE–INCHES (3") AC PAVEMENT. CONCRETE AND PAVING STONE MATERIAL SHALL BE REPLACED TO MATCH EXISTING MATERIALS.
3) CONTRACTOR SHALL PLACE 6" WIDE BY 8" THICK CONCRETE COLLAR AROUND METAL LID FRAME. COLLAR INSTALL SHALL BE NEAT AND FORMED IN PLACE. IN ASPHALT, PAVING STONE, OR CONCRETE AREAS INSTALL TO MATCH TOP OF SUBGRADE. IN ALL OTHER AREAS INSTALL TO MATCH EXISTING SURFACE ELEVATION AND PROVIDE MEDIUM BROOM FINISH, CONCRETE SHALL BE 3" SLUMP MAXIMUM AND 4,000 PSI MINIMUM. ALL LIDS SHALL BE WIRE BRUSHED AFTER CONCRETE INSTALLATION TO REMOVE ALL LAITANCE. CONTRACTOR SHALL PROTECT CONCRETE DURING CURING AND BEFORE ASPHALT OR PAVING STONE MATERIAL CAN BE INSTALLED. PROVIDE TEMPORARY ASPHALT IN AREAS WITHIN THE RIGHT–OF–WAY UNTIL FINAL PAVING IS INSTALLED.
4) SERVICE BOXES AND METER PITS LOCATED IN TRAFFIC AREAS SHALL BE INSTALLED ONE QUARTER TO ONE HALF AN INCH (¼" TO ½") BELOW FINISHED GRADE.
5) FOR PAVING STONE APPLICATIONS GAPS BETWEEN METER PIT FRAME AND VALVE BOX SHALL BE LESS THAN ¾" AND ANY NEEDED MODIFICATIONS TO PAVING STONES SHALL BE MADE WITH APPROVED TOOLS DESIGNED FOR USE ON PAVING STONE MATERIAL. CUTS ADJACENT TO FRAMES AND BOXES SHALL CONFORM TO SHAPE OF FRAMES AND BOXES.
6) METER PITS AND RISERS TO BE INSTALLED TO ACCOMMODATE FRAMES AND TRAFFIC RINGS.
7) DEPTH FROM BOTTOM OF METER TO TOP OF METER LID SHALL BE A MINIMUM OF 18" AND MAXIMUM OF 24".

APPROVED BY:	TRAFFIC RATED METER INSTALLATIONS			
JULIE D RYAN, DISTRICT ENGINEER P.E. NO. CE 60002	STANDARD DETAIL WS03		SOUTH TAHOE PUBLIC UTILITY DISTRICT	WS03
	DATE: 11/7/2023	SCALE: NTS		

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DATE: 03-18-2025

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REGISTERED PROFESSIONAL ENGINEER FRANZ G. HAIDLMAYER NO. C 64725 EXP. 06/30/25 CIVIL STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER
SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530–544–6474

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DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
DATE:	03/18/2025

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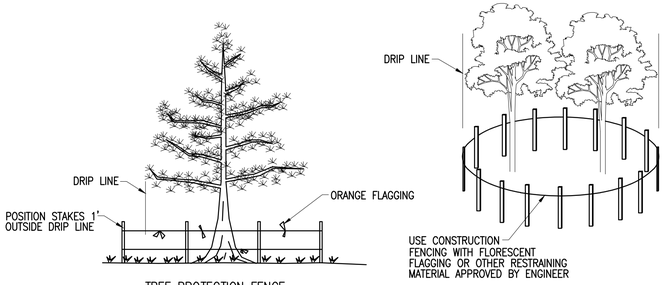
SHEET TITLE
DETAILS

DRAWING
D4

SHEET 20 OF 22

File: P:\Active Projects\South Tahoe PUD\Bijou 1 Waterline Replacement\CAD\Sheets\01-D5_BIJOU1-DETAILS.dwg | Layout: D4 | Printed Mar 14, 2025 @ 5:16pm | ID:KH.24.3s (LMS Tech)

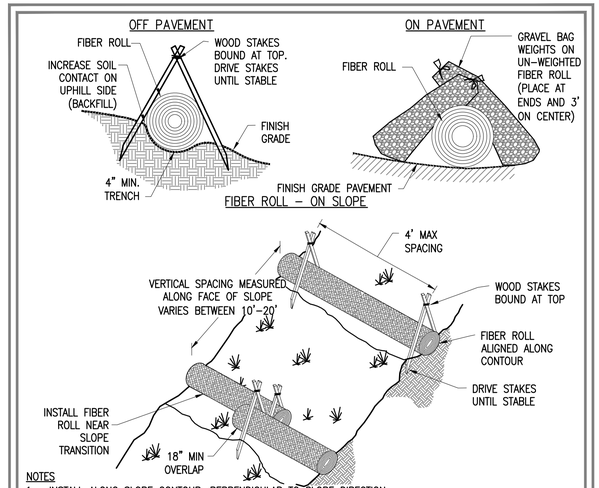


REGISTERED PROFESSIONAL ENGINEER STANLEY B. HILL No. RCE 53307 EXP. 06-30-2026 CIVIL STATE OF CALIFORNIA

City of South Lake Tahoe
ENGINEERING DEPARTMENT
EROSION CONTROL – FENCES
TREE PROTECTION

APPROVED BY: 05/01/2009 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD92

1 / D5 TREE PROTECTION FENCING
N.T.S.



NOTES
1. INSTALL ALONG SLOPE CONTOUR, PERPENDICULAR TO SLOPE DIRECTION.
2. INSTALL FROM BOTTOM OF SLOPE UP TO PREVENT ACCIDENTAL DOWNSLOPE CONTAMINATION.
3. FIBER ROLLS MUST BE ENTRENCHED 1/3 TO 1/2 HEIGHT OF ROLL TO ENSURE MAXIMUM CONTACT SURFACE AREA WITH SOIL.
4. ENSURE THAT THE FIBER ROLL MAKES GOOD CONTACT WITH THE SOIL AT ALL LOCATIONS; THERE SHALL BE NO GAPS BENEATH THE FIBER ROLL.
5. FIBER ROLLS SHALL BE STAKED IN SUCH A MANNER THAT THEY ARE NOT DISTURBED BY WIND OR SHEET FLOW RUNOFF.
6. IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE OVERLAPPED A MINIMUM OF 18", NOT ABUTTED.
7. TURN THE ENDS OF THE FIBER ROLL UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE ROLL.
8. FIBER ROLLS SHALL BE A MINIMUM 12" DIAMETER AND USED ON SLOPES LESS THAN 7%.
9. INSPECT AND MAINTAIN FIBER ROLLS DAILY AND AFTER EACH STORM EVENT. REMOVE SEDIMENT DEPOSITS WHEN DEPOSITS REACH 1/3 HEIGHT OF INSTALLED BARRIER.

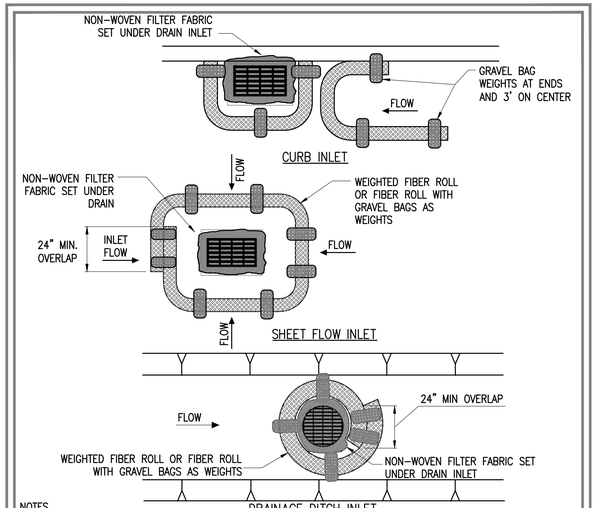
DETAIL COURTESY OF TRPA EROSION CONTROL TEAM

REGISTERED PROFESSIONAL ENGINEER STANLEY B. HILL No. RCE 53307 EXP. 06-30-2026 CIVIL STATE OF CALIFORNIA

City of South Lake Tahoe
ENGINEERING DEPARTMENT
EROSION CONTROL
FIBER ROLLS

APPROVED BY: 05/01/09 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD80

2 / D5 FIBER ROLL
N.T.S.



NOTES
1. FIBER ROLL DRAIN INLET PROTECTION SHALL USE A MIN 12" DIAMETER ROLL AND BE INSTALLED BEFORE CONSTRUCTION BEGINS.
2. GRAVEL BAGS SHALL BE WOVEN FILTER FABRIC. SAND BAGS ARE NOT AN ACCEPTABLE SUBSTITUTE.
3. ON PAVED SURFACES, SUBSTITUTE STAKES WITH GRAVEL BAGS (USE PROPER STAKING METHODS).
4. CONSTRUCT ON GENTLY SLOPING STREETS WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE OUT OF SUSPENSION.
5. INSPECT AND REPAIR FIBER ROLLS EACH DAY AND AFTER EACH STORM EVENT. REMOVE SEDIMENT WHEN ONE THIRD OF THE FILTER DEPTH HAS BEEN FILLED. REMOVED SEDIMENT SHALL BE DISPOSED OF PROPERLY.
6. SEDIMENT AND GRAVEL DEPOSITED ON ROADWAYS SHALL BE IMMEDIATELY REMOVED.
7. IN HIGH TRAFFIC AREAS, MARK DRAIN INLET PROTECTION WITH VISIBLE BARRIERS SUCH AS SAFETY CONES.
8. REMOVE DRAIN INLET PROTECTION AFTER THE SURROUNDING AREA IS STABILIZED.

DETAIL COURTESY OF TRPA EROSION CONTROL TEAM

REGISTERED PROFESSIONAL ENGINEER STANLEY B. HILL No. RCE 53307 EXP. 06-30-2026 CIVIL STATE OF CALIFORNIA

City of South Lake Tahoe
ENGINEERING DEPARTMENT
EROSION CONTROL – INLET
FIBER ROLL PROTECTION

APPROVED BY: 05/01/09 CITY ENGINEER | NOT TO SCALE | STANDARD DRAWING SD83

3 / D5 CURB INLET SEDIMENT BARRIER
N.T.S.

TRPA BMP NOTES
1. ALL PERMANENT BMPs WILL BE REPLACED OR REPAIRED AND MAINTAINED AS PART OF THIS PROJECT. PROJECT APPLICANT WILL SUBMIT A BMP MAINTENANCE AND MONITORING PLAN.
2. THE PERMITEE SHALL PREPARE AND PROVIDE PHOTOGRAPHS TO THE TRPA COMPLIANCE INSPECTOR THAT HAVE BEEN TAKEN DURING CONSTRUCTION THAT DEMONSTRATE ANY SUBSURFACE BMPs OR TRENCHING AND BACKFILLING PROPOSED ON THE PROJECT HAVE BEEN CONSTRUCTED CORRECTLY (DEPTH, FILL MATERIAL, ETC.).
3. TEMPORARY AND PERMANENT BMPs MAY BE FIELD FIT AS APPROPRIATE BY THE TRPA INSPECTOR.
4. ALL BEST MANAGEMENT PRACTICES SHALL BE MAINTAINED IN PERPETUITY TO ENSURE EFFECTIVENESS WHICH MAY REQUIRE BMPs TO BE PERIODICALLY REINSTALLED OR REPLACED.
5. HAY BALES ARE NOT ALLOWED IN THE LAKE TAHOE BASIN DUE TO THE POTENTIAL FOR CARRYING INVASIVE WEEDS PER TRPA BEST MANAGEMENT PRACTICES HANDBOOK.
6. ALL SURPLUS SOIL SHALL BE REMOVED FROM SITE AND THEREFORE NO ON-SITE STOCKPILE IS ANTICIPATED. IF DETERMINED NECESSARY BY CONTRACTOR, THEN STOCKPILE SHALL BE PROPERLY MANAGED AND MAINTAINED PER THE TRPA BEST MANAGEMENT PRACTICES HANDBOOK. SOIL MUST BE TAKEN TO A LOCATION APPROVED BY THE TRPA ENVIRONMENTAL COMPLIANCE INSPECTOR.
7. DUST CONTROL MEASURES SHALL BE IN PLACE DURING THE CONSTRUCTION. BROADCAST MULCH DUST CONTROL MEASURES SHALL BE IN PLACE DURING THE CONSTRUCTION. BROADCAST MULCH SHALL NOT BE PERMITTED AS A DUST CONTROL MEASURE WITHIN 30 FEET OF STRUCTURE.
8. FOR ALL AREAS DISTURBED BY CONSTRUCTION. INSTALL TEMPORARY STABILIZATION MEASURES SUCH AS EROSION CONTROL BLANKETS OR HYDROMULCH WITH TACKIFIERS. COVER STOCKPILES THAT WILL REMAIN OVER WINTER WITH A DURABLE MATERIAL OR PLASTIC SHEETING. THESE MEASURES SHALL BE MAINTAINED FROM COMPLETION OF THE INITIAL GRADING THROUGH COMPLETION OF THE PROJECT.

4 / D5 TRPA BMP NOTES
N.T.S.

ISSUED FOR BID
DATE: 03-18-2025

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300 E 2nd St., Suite 1210
Reno, Nevada 89501
(775) 329-4955 * Fax (775) 329-5098

REGISTERED PROFESSIONAL ENGINEER FRANZ G. HAIDLMAYER NO. C 64725 EXP. 06/30/25 CIVIL STATE OF CALIFORNIA
3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER
SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

PROJECT NO:	697.05.25
DESIGNED BY:	KH
DRAWN BY:	KH
CHECKED BY: DM	DATE: 03/06/2025
DATE:	03/18/2025

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SHEET TITLE
BMP DETAILS

DRAWING
D5

SHEET 21 OF 22

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TRAFFIC CONTROL NOTES

1) ALL TRAFFIC CONTROL SHALL MEET OR EXCEED THE REQUIREMENTS AS OUTLINED IN THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD) LATEST EDITION & CITY OF SOUTH LAKE TAHOE STANDARDS, UNLESS NOTED OTHERWISE. IF DEVIATIONS FROM THE TYPICAL TRAFFIC CONTROL PLANS ARE NECESSARY, THE CONTRACTOR SHALL SUBMIT AN AMENDED TRAFFIC CONTROL PLAN TO THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FOR APPROVAL.

2) PRIOR TO CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL, A TRAFFIC CONTROL PLAN FOR HANDLING TRAFFIC THROUGH THE PROJECT SITE.

3) ALL ADVANCED WARNING SIGNS SHALL BE 36" X 36" MINIMUM C23 "ROAD WORK AHEAD" OR C18" ROAD CONSTRUCTION AHEAD" SHALL BE 48" X 48" MINIMUM. FLAG MAN SHALL BE LOCATED FAR ENOUGH IN ADVANCE TO CONTROL TRAFFIC THROUGH THE WORK AREA.

4) PORTABLE DELINEATORS SHALL BE A MINIMUM OF 36" HIGH AND PLACED A MINIMUM OF 20 FEET APART.

5) CONTRACTOR TO MAINTAIN ONE LANE OF FLAGGER CONTROLLED TRAFFIC AT ALL TIMES DURING CONSTRUCTION ACTIVITY. AFTER WORKING HOURS ALL TRAFFIC CONTROLS SHALL BE LIFTED, TRAFFIC BARRIER REMOVED AND TRAFFIC FLOW RETURNED TO NORMAL.

6) CONTRACTOR SHALL MANAGE AND BE RESPONSIBLE FOR ALL TRAFFIC CONTROL OPERATIONS TO ENSURE PUBLIC SAFETY AND SHALL PROVIDE AN EMPLOYEE TO BE ASSIGNED TO FULL TIME MAINTENANCE OF TRAFFIC CONTROL DEVICES.

7) ALL TRAFFIC CONTROL OPERATIONS ARE SUBJECT TO APPROVAL OF THE ENGINEER AND MAY BE REQUIRED TO BE ALTERED BY THE CONTRACTOR IF IT IS PERCEIVED THAT A DANGEROUS CONDITION MAY EXIST. THE CONTRACTOR SHALL PROACTIVELY MANAGE TRAFFIC CONTROL OPERATIONS & MAKE ADJUSTMENTS AS NECESSARY TO ENSURE PUBLIC SAFETY.

MINIMUM RECOMMENDED CHANNELIZER AND SIGN SPACING

SPEED "S" MPH	DIMENSION A SIGN SPACING	DIMENSION B MINIMUM MERGING TAPER LENGTH	DIMENSION C MINIMUM SHIFTING TAPER	DIMENSION D MINIMUM SHOULDER TAPER	DIMENSION E BUFFER SPACE	MAXIMUM CHANNELIZER SPACING TAPER	MAXIMUM CHANNELIZER SPACING TANGENT
25	125 FT	125 FT	63 FT	42 FT	158 FT	25 FT	50 FT
30	180 FT	180 FT	90 FT	60 FT	205 FT	30 FT	60 FT
35	245 FT	245 FT	123 FT	82 FT	257 FT	35 FT	70 FT
40	320 FT	320 FT	160 FT	107 FT	315 FT	40 FT	80 FT
45	540 FT	540 FT	270 FT	180 FT	378 FT	48 FT	98 FT
50	600 FT	600 FT	300 FT	200 FT	446 FT	48 FT	98 FT
55	660 FT	660 FT	330 FT	220 FT	520 FT	48 FT	98 FT
60	720 FT	720 FT	360 FT	240 FT	598 FT	48 FT	98 FT
65	780 FT	780 FT	390 FT	260 FT	682 FT	48 FT	98 FT
LOCAL AGENCY FREEWAYS	1,000 FT	1,000 FT	500 FT	330 FT	1,000 FT	48 FT	98 FT
PEDESTRIANS	N/A	20 FT	10 FT	6 FT	N/A	3 FT	6 FT
BICYCLISTS	USE ROADWAY SPACING	75 FT	38 FT	25 FT	N/A	12 FT	25 FT

SIGNS

SIGN SYMBOL	STATE DESIGNATION	MIN SIGN PANEL SIZE	ALTERNATE
ROAD WORK AHEAD	C23	30"x30"	C18, "ROAD CONSTRUCTION AHEAD" @ 36"x36"
DETOUR AHEAD	C1	36"x36"	NONE
SINGLE LANE AHEAD	C21	36"x36"	C20(Rt), "RIGHT LANE CLOSED AHEAD", USE (LT) AS APPROPRIATE
RIGHT LANE CLOSED AHEAD	C20(Rt)	36"x36"	USE C20(Lt) AS APPROPRIATE
	C9	36"x36"	C9A FLAGGER (SYMBOL)
FLAGGER AHEAD	C36	36"x36"	NONE
PREPARE TO STOP	W1(Rt)	36"x36"	W2, USE (LT) OR (RT) AS APPROPRIATE
LANE CLOSED	C30	36"x36"	NONE
25 MPH	W6	30"x30"	NONE
END ROAD WORK	C14	36"x18"	C13, "END CONSTRUCTION" @ 48"x18"

LEGEND:

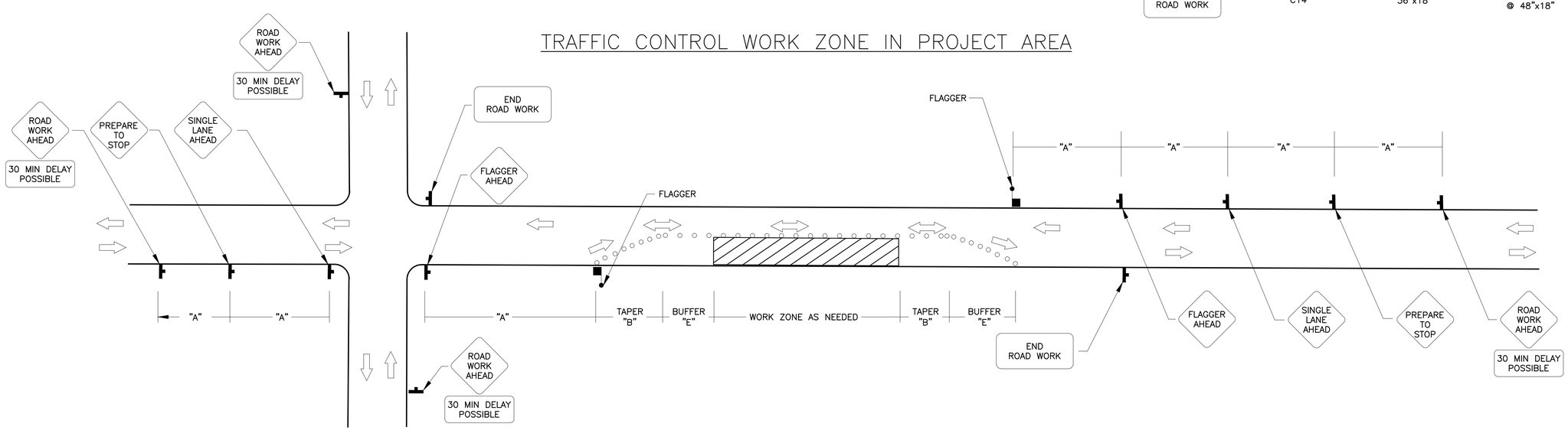
CONSTRUCTION/TRAFFIC CONTROL SIGN:

DELINEATOR:

DIRECTION OF TRAFFIC FLOW:

FLAGGER:

TRAFFIC CONTROL WORK ZONE IN PROJECT AREA



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REGISTERED PROFESSIONAL ENGINEER FRANZ G. HAIDLMAIER NO. C 64725 EXP. 06/30/25 CIVIL STATE OF CALIFORNIA 3/18/2025

BIJOU 1 WATERLINE REPLACEMENT PROJECT

OWNER

SOUTH TAHOE PUBLIC UTILITY DISTRICT
1275 MEADOW CREST DR
SOUTH LAKE TAHOE, CA
530-544-6474

NO.	DATE	DESCRIPTION

PROJECT NO: 697.05.25
DESIGNED BY: KH
DRAWN BY: KH
CHECKED BY: DM DATE: 03/06/2025
DATE: 03/18/2025

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SHEET TITLE

TRAFFIC CONTROL PLAN

DRAWING T1

SHEET 22 OF 22

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EXHIBIT B
COSTS FOR REPAVEMENT WORK

Item	Value
Repavement Area (sf)*	106,000
Negotiated Unit Price ($/sf)	$5.00
Total Anticipated Repavement Cost ($)* (Negotiated Unity Price x Repavement Area)	$530,000
Maximum Authorized Repavement Cost ($) (Total Anticipated Repavement Cost + 25%)	$662,500

*Estimated value only. Actual Repavement Cost to be determined after construction, based on actual installed quantity of mainline trench in paved areas.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 14

Agenda Item: Ordinance Amending South Lake Tahoe City Code to Lower Speed Limits on Sections of Sierra Boulevard (Second Reading)

Executive Summary: On November 19, 2024, the City Council adopted an ordinance to lower speed limits on sections of Pioneer Trail, Ski Run Blvd, and Lake Tahoe Blvd. The Council also requested an Engineering and Traffic Survey (E&TS) to be conducted for Sierra Boulevard. The City entered into a contract with JLB Traffic Engineering, Inc. to conduct the E&TS. JBL has utilized the Caltrans Traffic Operations Policy Directive (No. 09-04), effective July 1, 2009, which clearly defined these changes and incorporated new requirements into the California Traffic Control Manual. Section 2B.13 of the 2014 Edition of the California Traffic Control Manual now requires as a standard that a speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed, except that the posted speed may be reduced by 5 mph from the nearest five mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5. For cases in which the nearest 5 mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed if no further reduction is used. Staff recommends lowering the speed limit on Sierra Boulevard from 35 mph to 30 mph.

Requested Action / Suggested Motions: Pass an Ordinance Amending South Lake Tahoe City Code Chapter 4.25 (Motor Vehicles and Traffic), Article IV (Operation of Vehicles), Sections 4.25.160 and 4.25.170 to Modify the Speed Restrictions on Sierra Boulevard.

Responsible Staff Member: John Dickinson, Interim Director of Public Works and Doug Sentell, Administrative Lieutenant

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

Attachments:

01-Staff Report Second Reading Speed
02-Ordinance-Speed Limit Reduction Sierra Blvd..docx
03- Attachment 03-R20250724 Sierra Boulevard ETS-Signed.pdf

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

Meeting Date: September 9, 2025

Title: Amendment to Speed Restrictions Ordinance Second Reading

Location: Sierra Blvd

Responsible Staff Member: John Dickinson, Interim Director of Public Works and Doug Sentell, Administrative Lieutenant

Background: Speed limits establish a reasonable and safe operating speed for a specific section of roadway. Per California Vehicle Code (CVC) Section 22349, the maximum speed limit on a multilane highway and two-lane undivided roadway is 65 mph and 55 mph, respectively. Cities conduct Engineering and Traffic surveys (E&TS) to post speed limits that are lower than these speed limits. Engineering and traffic surveys are also referred to as speed zones. California law requires cities to conduct a speed survey every 10 years for a speed limit to be enforceable, even if no changes have been made to the roadway.

Engineering and Traffic Survey (E&TS):

An E&TS establishes speed limits by considering the following:

- Prevailing speeds (or 85th percentile speeds).
- Collision History
- Highway, traffic, and roadside conditions not readily apparent to the driver.
- Other factors that may be considered while developing E&TS are business or residential density and pedestrian and bicyclist safety.

The most widely accepted method of determining the posted speed limit is to set it at the “85th percentile speed,” at or below which 85 percent of the traffic is moving. The 85th percentile speed is the single most influential indicator of what is safe and reasonable, and it is used to determine the speed limit by rounding to the nearest five mph increment and posting the speed limit at that speed. Suppose sufficient conditions are not readily apparent to the driver, as determined by a registered engineer. In that case, the posted speed limit can be lowered by five (5) mph, and such a decision must be documented in the E&TS. With a valid E&TS, the Police Department can use the radar or lidar to enforce the speed limits within the ten-year validity period.

The procedures used to formulate recommendations meet the requirements of the California Vehicle Code (CVC) Section 235, Section 515, Section 627, Sections 22349 through 22358 under Division 11, Chapter 7 “Speed Laws,” Section 40802 and others referenced herein, and the 2014 Edition of the CA MUTCD. The CA MUTCD is an amended version of the Federal Highway

Administration MUTCD for use in California. Summarized below are applicable portions from the CVC related to the preparation of an engineering and traffic survey for speed limit

California Vehicle Code (CVC) Summary

- CVC Section 235 – Business District: An area in which at least 50 percent of the properties are used for business for a minimum distance of 600 feet on one side or 300 feet on both sides of a highway.

- CVC Section 515 – Residence District: An area outside of the Business District along a highway with a minimum of 13 separate dwelling units on one side or 16 on both sides within a quarter mile.

- CVC Section 627 – Engineering and Traffic Survey: A survey of highway and traffic conditions following methods determined by the California Department of Transportation (Caltrans) for use by State and local authorities, which shall include consideration of prevailing speeds as determined by traffic engineering measurements, accident records, and highway, traffic, and roadside conditions not readily apparent to the driver. Local authorities may also consider residential density as defined in Section 515 and safety of bicyclists and pedestrians, with increased consideration for vulnerable groups.

- CVC Section 22349 – Maximum Speed Limits: Provides that no person shall drive a vehicle upon a highway at a speed greater than 65 mph. An exception to this, as stated in CVC Section 22356, is that Caltrans or the appropriate local agency may increase the speed. These increases can only be made after consultation with the California Highway Patrol (CHP) and based on an engineering and traffic survey.

- CVC Section 22350 – Basic Speed Law: Provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent, having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed that endangers the safety of persons or property. Reasonable is defined in Webster's New World Dictionary as "just, of sound judgment, and not excessive." Prudent is defined as "exercising sound judgment in practical matters, cautious and discreet in conduct, not rash and managing carefully.

- AB 43 Legislation – Assemblymember Laura Friedman of District 43 brought forward the AB 43 Legislation related to traffic safety. The Governor approved this bill on October 08, 2021. This bill authorizes the local authorities to consider the safety of vulnerable pedestrian groups and designate safety corridors. Under AB 43, the local authority can after completing an engineering and traffic survey and finds that the speed limit is still more than is reasonable or safe, the local authority may, by ordinance, determine and declare a prima facie speed limit that has been reduced an additional five miles per hour for either of the following reasons:

  (1) The portion of the highway has been designated as a safety corridor. A local authority shall not deem more than one-fifth of their streets as safety corridors.

  (2) The portion of the highway adjacent to any land or facility that generates high concentrations of bicyclists or pedestrians, especially those from vulnerable groups such as children, seniors, persons with disabilities, and the unhoused.

Issue and Discussion: The existing E&TS has expired, and a current E&TS is required to enforce the speed limits. Furthermore, with the AB 43 Legislation, the City can consider lower speed limits within its guidelines.

The City entered into a contract with JLB Traffic Engineering, Inc. to conduct the E&TS. JLB has completed the preparation of the Engineering and Traffic Survey Report for the segment of Sierra Boulevard between Lake Tahoe Boulevard and Barbara Avenue in the City of South Lake Tahoe. The Engineering and Traffic Survey was prepared pursuant to the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the California Vehicle Code (CVC). JLB's main objective for this assignment is to prepare an Engineering and Traffic Survey and recommend the appropriate speed limit consistent with the laws and practices of the State of California.

This report, along with its appendices, provides the data and findings utilized to complete the Engineering and Traffic Survey (See Attachment 04). The current standard as described in the CA MUTCD is to consider the speed limit at the nearest five miles per hour (MPH) increment of the critical speed. However, a reduction of five mph is allowable to meet the needs of the community if justification is provided in accordance with the CVC through an engineering and traffic survey. Significant factors in determining reasonable and safe speed limits that are most appropriate to facilitate the orderly movement of traffic include: prevailing speeds, collision rates, unexpected roadway conditions and adjacent land uses, including residential and commercial densities.

JBL has utilized the Caltrans Traffic Operations Policy Directive (No. 09-04), effective July 1, 2009, which clearly defined these changes and incorporated new requirements into the California Traffic Control Manual. Section 2B.13 of the 2014 Edition of the California Traffic Control Manual now requires as a standard that a speed limit shall be established at the nearest five mph increment of the 85th percentile speed, except that the posted speed may be reduced by five mph from the nearest five mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5. For cases in which the nearest five mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest five mph increment below the 85th percentile speed if no further reduction is used.

Section 2B.13 further states that justification for reducing speed limits can be based on residential density, pedestrian/bicyclist safety, and other factors not readily apparent to drivers but essential to meet the traffic safety needs of the community. The following factors may be considered to adjust and determine the final speed limits:

- Road characteristics, shoulder condition, grade, alignment, and sight distance
- Ten mph pace speed (a 10-mile range in speeds in which the highest number of data is recorded)
- Roadside development and environment
- Parking practices and bicycle/pedestrian activity
- Reported collision experience for at least 2 months.

Based on the above procedures, the following are the recommendations for new speed limits. Table 1 summarizes the results of the E&TS and recommendations.

Table I: Sierra Boulevard

Limits		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Recommended Speed (MPH)	Method and Response
Take Tahoe Blvd	Barbara Avenue	**35**	**36**	**30**	CA MUTCD Method 1, this corridor has high pedestrian and bicyclist activity and contains a connection to trails through a park and to Lake Tahoe Community College

Attachments 02 and 03 are the proposed Ordinance and the completed E&TS.

The first reading took place on August 12th 2025, with the second reading needing to come back on September 9th 2025.

Staff Recommendation:

Pass a Motion to adopt an Ordinance Amending South Lake Tahoe City Code Chapter 4.25 (Motor Vehicles and Traffic), Article IV (Operation of Vehicles), Sections 4.25.160 and 4.25.170 to Modify the Speed Restrictions on Sierra Boulevard

Financial Implications: Existing signs must be removed and replaced to implement the proposed speed limit changes. This conversion will cost about $2,000 and can be covered with the current approved operating budget.

Environmental Considerations: The actions proposed in this item are exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (Existing Facilities).

Policy Implications: This project advances the City Council's Strategic Priorities and Goals related to traffic safety and neighborhood preservation.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe City Council

September 9, 2025

An Ordinance Amending South Lake Tahoe City Code Chapter 4.25 (Motor Vehicles and Traffic), Article IV (Operation of Vehicles), Sections 4.25.160 and 4.25.170 to Modify the Speed Restrictions on Sierra Boulevard

FINDINGS

A. Speed limits establish a reasonable and safe operating speed for a specific section of roadway. Per California Vehicle Code section 22349, the maximum speed limit on a multilane highway and two-lane undivided roadway is 65 mph and 55 mph, respectively. Cities conduct Engineering and Traffic surveys (E&TS) to post speed limits that are lower than these speed limits.

B. Engineering and traffic surveys are also referred to as speed zones. California law requires cities to conduct a speed survey every 10 years for a speed limit to be enforceable, even if no changes have been made to the roadway.

C. The City signed a contract with JLB Traffic Engineering, Inc. (JBL) to conduct the E&TS for Sierra Blvd.

D. Caltrans Traffic Operations Policy Directive (No. 09-04), effective July 1, 2009, clearly defined requirements in the California Traffic Control Manual. Section 2B.13 of the 2014 Edition of the California Traffic Control Manual now requires as a standard that a speed limit shall be established at the nearest five mph increment of the 85th percentile speed, except that the posted speed may be reduced by five mph from the nearest five mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5. For cases where the nearest five mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest five mph increment below the 85th percentile speed if no further reduction is used.

E. Based on the E&TS and recommendations of the Public Works Director/City Traffic Engineer, the speed limit on Sierra Boulevard from Lake Tahoe Boulevard to Barbara Avenue is recommended to be lowered from 35 mph to 30 mph.

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

SECTION 1. Section 4.25.160 (Speed restrictions on certain streets – 30 mph) of the South Lake Tahoe City Code is hereby amended to read as follows:

> There is hereby established a 30-mile-per-hour prima facie speed limit on the following portions of city streets, when signs are placed as required by law:

A. Keys Boulevard, from Lake Tahoe Boulevard (U.S. Highway 50) to Venice Drive.
B. Pioneer Trail, from Keller Road to Ski Run Boulevard.
C. Ski Run Boulevard, from Lake Tahoe Boulevard (U.S. Highway 50) to Pioneer Trail.
D. Lake Tahoe Boulevard, from State Route 89 to D Street.
E. Sierra Boulevard, from Lake Tahoe Boulevard (U.S. Highway 50) to Barbara Avenue)

SECTION 2. Section 4.25.170 (Speed restrictions on certain streets – 35 mph) of the South Lake Tahoe City Code is hereby amended to read as follows:

There is hereby established a 35-mile-per-hour prima facie speed limit on the following portions of city streets when signs are placed as required by law:

A. Lake Tahoe Boulevard, from Lake Tahoe Boulevard (U.S. Highway 50) westward to the city limits.
B. Johnson Boulevard, from the intersection of Treehaven Drive, southward to the intersection of Happy Home Cemetery Road.
C. Pioneer Trail, from Ski Run Boulevard to Al Tahoe Boulevard.
D. Ski Run Boulevard, between Pioneer Trail and Needle Peak Drive.

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

SECTION 4. The City Council finds that the adoption of the proposed Ordinance is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(c) (Existing Facilities) because the Ordinance addresses speed limits on existing roadways.

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

SECTION 6. This Ordinance shall become effective thirty days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on September 9, 2025, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamra Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

First Reading: 8/12/2025
Second Reading:
Effective:

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

Engineering and Traffic Survey Report

City of South Lake Tahoe

Prepared for:

City of South Lake Tahoe – Public Works Department
1740 D Street
South Lake Tahoe, CA 96150

July 24, 2025

Project No. 060-002

Traffic Engineering, Transportation Planning, & Parking Solutions
516 W. Shaw Ave., Ste. 103
Fresno, CA 93704
Phone: (559) 570-8991
www.JLBtraffic.com

Traffic Engineering, Transportation Planning, & Parking Solutions

Engineering and Traffic Survey Report

City of South Lake Tahoe, California

July 24, 2025

This Engineering and Traffic Survey Report has been prepared under the direction of a licensed Traffic Engineer. The licensed Traffic Engineer attests to the technical information contained therein and has judged the qualifications of any technical specialists providing engineering data from which recommendations, conclusions and decisions are based.

Prepared by:

Jose Luis Benavides, PE, TE

President

REGISTERED PROFESSIONAL ENGINEER
JOSE LUIS BENAVIDES
No.T 2328
Exp:06/30/27
TRAFFIC
STATE OF CALIFORNIA

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Introduction and Summary

JLB Traffic Engineering, Inc. (JLB) has completed the preparation of the **Engineering and Traffic Survey Report** for the segment of Sierra Boulevard between Lake Tahoe Boulevard and Barbara Avenue in the City of South Lake Tahoe. The Engineering and Traffic Survey was prepared pursuant to the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the California Vehicle Code (CVC). JLB's main objective for this assignment is to prepare an Engineering and Traffic Survey and recommend the appropriate speed limit consistent with the laws and practices of the State of California. This report, along with its appendices, provides the data and findings utilized to complete the Engineering and Traffic Survey.

Introduction

This report presents the results of the Engineering and Traffic Survey for the segment of Sierra Boulevard between Lake Tahoe Boulevard and Barbara Avenue conducted by JLB for the City of South Lake Tahoe. The roadway segment included in the Engineering and Traffic Survey was selected through coordination with the City's Police Department and Public Works Department. The survey includes a summary of the radar speed survey, daily traffic count, traffic collisions and an analysis of roadway conditions for the segment of Sierra Boulevard between Lake Tahoe Boulevard and Barabara Avenue in the City of South Lake Tahoe in the County of El Dorado.

The purpose of this survey is to recommend the speed limits appropriate for enforcement and to provide any recommended speed limit changes in accordance with current State of California regulations and guidelines. The CVC Section 40802 requires that an engineering and traffic survey for speed limits should be conducted once every five, seven or fourteen years by governing municipalities in order to use radar or any other electronic device as a means of speed limit enforcement. Streets defined as "local street or road" as described in the amended subdivision (b)(1) of Section 40802 Speed Trap of the CVC, effective January 1, 2022, are exempted.

Speed limits are established primarily for the purpose of protecting the public from the unreasonable behavior of reckless, unreliable or dangerous drivers. Speed limits are generally established at or near the 85th percentile speed. The 85th percentile speed, also referred to as the critical speed, is defined as the speed which 85 percent of traffic is moving at or below in free flow conditions. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe under normal driving conditions.

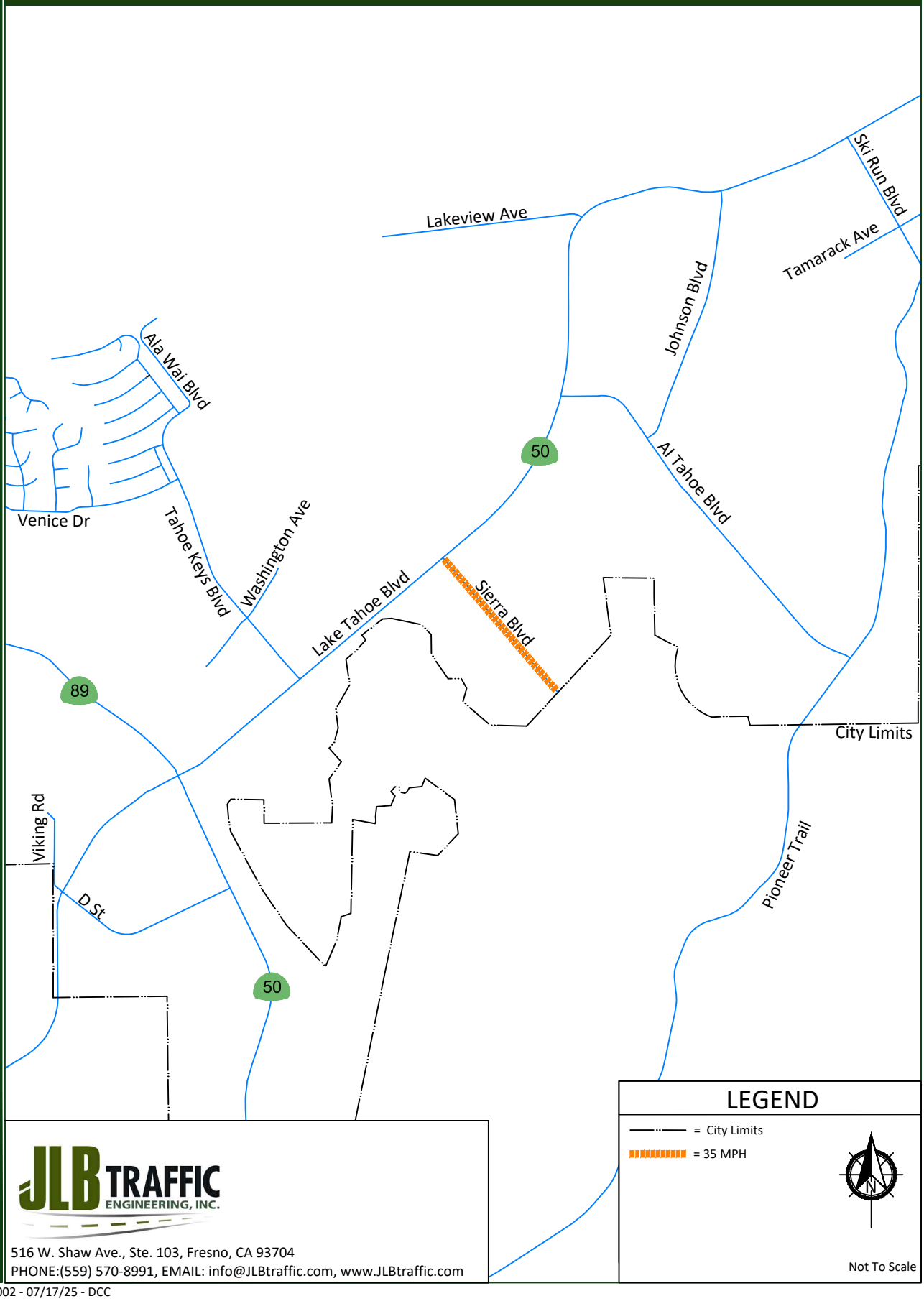
The current standard as described in the CA MUTCD is to consider the speed limit at the nearest five miles per hour (MPH) increment of the critical speed. However, a reduction of five mph is allowable to meet the needs of the community if justification is provided in accordance with the CVC through an engineering and traffic survey. Significant factors in determining reasonable and safe speed limits that are most appropriate to facilitate the orderly movement of traffic include: prevailing speeds, collision rates, unexpected roadway conditions and adjacent land uses, including residential and commercial densities. A more detailed discussion of current State regulations and guidelines is provided in the Speed Limit Recommendations section of this Report. Applicable CVC Code sections are summarized in the California Vehicle Code Summary section.

Existing Conditions

JLB conducted a drive through in both directions for the study segment and took notes on the roadway conditions, circulation, signage and posted speed limits. Figure 1 displays the existing study segment and its posted speed limit. It is recommended that all signs on this study segment are verified to be to the standards specified in the CA MUTCD. The bottom of all regulatory speed limit signs should be verified to be a minimum of five (5) feet above the edge of travel way.

City of South Lake Tahoe E&TS
Existing Posted Speed Limit

Figure 1



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060-002 - 07/17/25 - DCC

Summary

Based on current State regulations and guidelines, it is recommended that the City of South Lake Tahoe adopt the recommended speed limit for Sierra Boulevard as noted in Table I. Copies of speed survey data are included in Appendix A, the traffic counts are included in Appendix B, Collision Reports for the study segment are included in Appendix C and Table I displays the data as well as the speed limit recommendations for the study segment. Figure 2 illustrates the recommended speed limit for Sierra Boulevard.

The procedures used to formulate recommendations in this report meet the requirements of the California Vehicle Code (CVC) Section 235, Section 515, Section 627, Sections 22349 through 22358 under Division 11, Chapter 7 "Speed Laws", Section 40802 and others referenced herein, and the 2014 Edition of the CA MUTCD. The CA MUTCD is an amended version of the Federal Highway Administration MUTCD for use in California. Summarized below are applicable portions from the CVC related to the preparation of an engineering and traffic survey for speed limits.

California Vehicle Code (CVC) Summary

CVC Section 235 – Business District: An area in which at least 50 percent of the properties are used for business for a minimum distance of 600 feet on one side or 300 feet on both sides of a highway.

CVC Section 515 – Residence District: An area outside of the Business District along a highway that has a minimum of 13 separate dwelling units on one side, or 16 on both sides within a distance of a quarter mile.

CVC Section 627 – Engineering and Traffic Survey: A survey of highway and traffic conditions in accordance with methods determined by the California Department of Transportation (Caltrans) for use by State and local authorities, which shall include consideration of prevailing speeds as determined by traffic engineering measurements, accident records, and highway, traffic, and roadside conditions not readily apparent to the driver. Local authorities may also consider residential density as defined in Section 515 and safety of bicyclists and pedestrians, with increased consideration for vulnerable groups.

CVC Section 22349 – Maximum Speed Limits: Provides that no person shall drive a vehicle upon a highway at a speed greater than 65 mph. An exception to this, as stated in CVC Section 22356, is that Caltrans or the appropriate local agency may increase the speed and these increases can only be made after consultation with the California Highway Patrol (CHP) and on the basis of an engineering and traffic survey.

CVC Section 22350 – Basic Speed Law: Provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed that endangers the safety of persons or property. Reasonable is defined in Webster's New World Dictionary as "just, of sound judgment, and not excessive." Prudent is defined as "exercising sound judgment in practical matters, cautious and discreet in conduct, not rash and managing carefully."

CVC Section 22351 – Speed Law Violations: States that the speed of any vehicle upon a highway not in excess of the limits specified in Section 22352 of the CVC or established as authorized in the CVC is lawful unless clearly proved to be in violation of the Basic Speed Law. This same section also states that the speed of any vehicle upon a highway in excess of the prima facie speed limits in Section 22352 of the CVC or established as authorized in the CVC is unlawful unless the defendant establishes by competent evidence that the speed in excess of said limits did not constitute a violation of the Basic Speed Law at the time, place and under the conditions then existing.

CVC Section 22352 – Prima Facie Speed Limits: Establishes prima facie speed limits for Local Roads and Streets. The literal definition of the phrase "prima facie" is "first appearance". It is also defined at "first view" and "before investigation". Prima facie evidence is evidence sufficient to establish fact, or to raise presumption of fact, unless rebutted. Prima facie speed limits are those that are defined in CVC Section 22352. These speed limits shall be applicable unless changed as authorized in the CVC and, if so changed, only when signs have been erected giving notice thereof.

A speed limit of 15 mph applies at railroad crossings, at uncontrolled highway intersections with obstructed view, and on alleys. A speed limit of 25 mph applies on any highway other than State highways in any business or residence district, unless a different limit is established by procedures described in the CVC. The 25 mph limit also applies in school zones and on a roadway segment which passes adjacent to a senior center or facility primarily used by senior citizens which are posted with "SCHOOL" or "SENIOR" warning signs.

CVC Sections 22357 (Increase of Local Speed Limits to 65 mph) and 22358 (Decrease of Local Speed Limits): Authorizes local authorities to establish prima facie speed limits on streets and roads under their jurisdiction, on the basis of an engineering and traffic survey.

CVC Sections 22358.3 (Decrease on Narrow Streets) and 22358.4 (Decrease of Local Limits Near Schools or Senior Centers): Authorizes local agencies to reduce prima facie speed limits to 20 or 15 mph on narrow streets (with roadway width less than 25 feet), school zones, or senior centers on the basis of engineering and traffic surveys.

CVC Section 22358.5 – Downward Speed Zoning: Physical conditions such as width, curvature, grade, and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning, as the basic rule of section 22350 is sufficient regulation as to such conditions.

CVC Section 22358.6 – 85th Percentile: The CA MUTCD has been updated to require the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic.

In cases in which the speed limit needs to be rounded down to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may lower the speed limit by five miles per hour from the nearest five mile per hour increment of the 85th-percentile speed, in compliance with Sections 627 and 22358.5 and the CA MUTCD, if the reasons for the lower speed limit are documented in an engineering and traffic survey.

In cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may decide to instead round down the speed limit to the lower five miles per hour increment. If the speed limit is rounded down pursuant to this subdivision, the speed limit shall not be reduced any further.

Furthermore, a local authority may additionally lower the speed limit as provided in Section 22358.7. However, the total reduction of the speed limit pursuant to subdivisions (a) to (d) of CVC 22358.6, inclusive, shall not exceed 12.4 miles per hour from the 85th percentile speed.

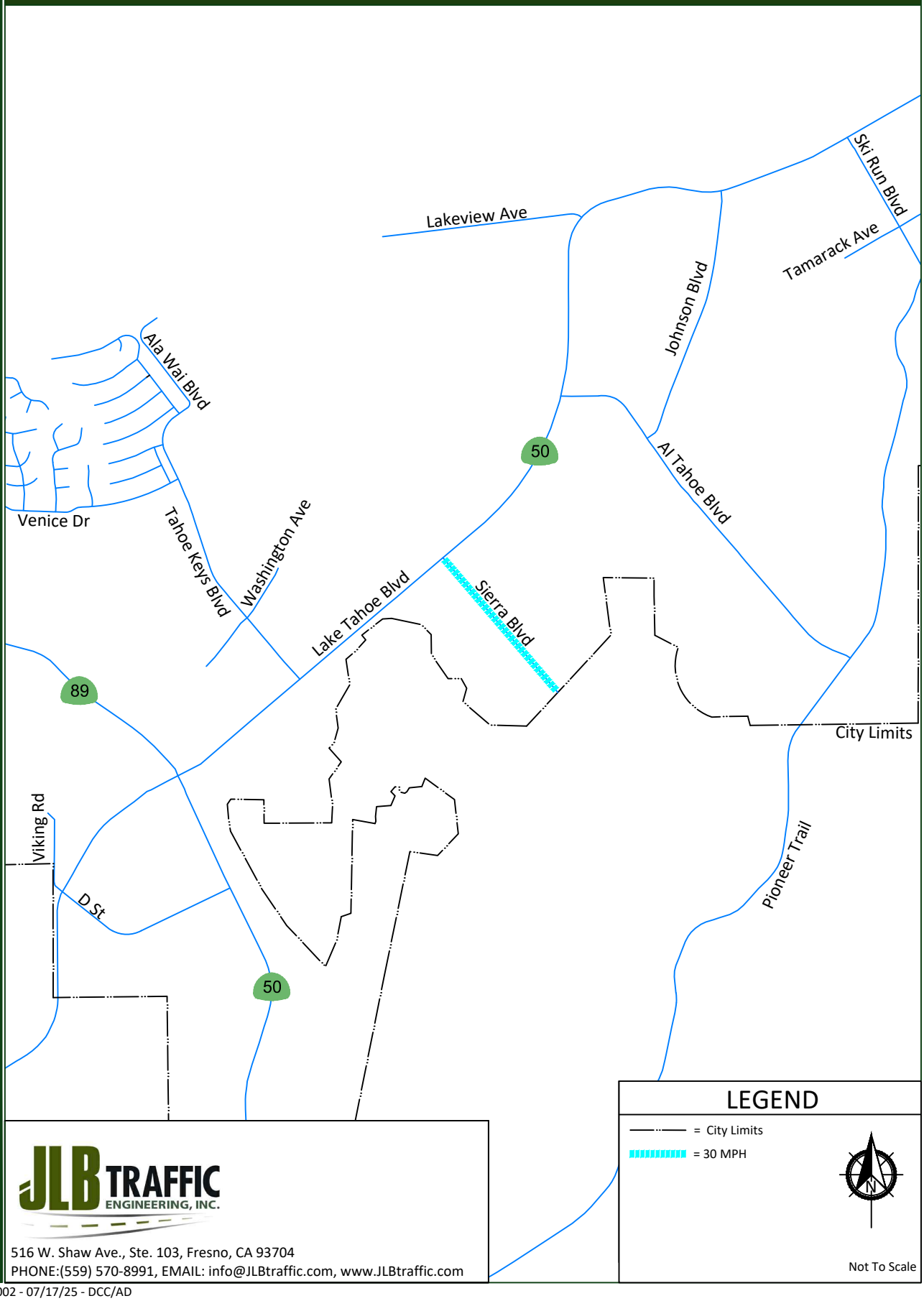
CVC Section 22358.7(a) – Downward Speed Zoning: Authorizes a local authority to determine a prima facie speed limit that has been reduced an additional five miles per hour, after completing an engineering and traffic survey, based on the following reasons. The portion of highway has been designated a safety corridor which shall not be classified for more than one-fifth of all streets or the portion of highway is adjacent to a land use that generates a high concentration of bicyclists or pedestrians, especially those from groups such as children, seniors, persons with disabilities, and the unhoused.

CVC Section 22358.7(b)(d) – Safety Corridor: A "safety corridor" shall be defined by the Department of Transportation in the next revision of the CA MUTCD. In making this determination, the department shall consider highways that have the highest number of serious injuries and fatalities based on collision data that may be derived from, but not limited to, the Statewide Integrated Traffic Records System. When Section 22358.7(a) is used to lower a speed 10 miles per hour from the 85th percentile, a local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

CVC Section 40802 (a)(2) – Prima Facie Speed Limits: Provides that prima facie speed limits established under CVC Sections 22352(b)(1), 22354, 22357, 22358, and 22358.3 may not be enforced by radar unless the speed limit has been justified by an engineering and traffic survey within the last five years, seven or fourteen years if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume. This CVC section does not apply to a local street, road or school zone. A local street or road is defined by the latest functional usage and federal-aid system maps, or a street or road that primarily provides access to abutting residential property and meets the following criteria: (1) roadway is not more than 40 feet in width; (2) roadway is not more than one-half mile of uninterrupted length; and (3) roadway is not more than one travel lane in each direction.

City of South Lake Tahoe E&TS
Recommended Speed Limit

Figure 2



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Survey Methodology

Radar Checks

The traffic speed surveys for the study segments were conducted in June 2025 with a calibrated radar gun on days with fair weather, dry pavement and clear visibility. An effort was made to ensure that the presence of radar survey equipment did not affect the speed of the traffic being surveyed. Locations were selected where the prevailing speeds were representative of the entire street segment. The CA MUTCD provides guidance for the completion of an Engineering and Traffic Survey. Under the Guidance section of the MUTCD it is recommended that a minimum sample of 50 observations be used, but for purposes of this study a minimum of 100 observations were used or a maximum period of two hours if 100 observations are not achieved. The results of the radar speed survey data are shown in Appendix A.

Analysis of Speed Data

The radar speed survey data were compiled and analyzed to determine the 50th percentile speed, 85th percentile speed, 10 mph pace speed, the number and percent of vehicles observed within the 10 mph pace speed, and the range of speed observed for each surveyed location. A description of these terms is provided below:

50th Percentile Speed (Median Speed): The speed above and below which 50 percent of the sample speeds were observed. This value indicates the speed that a driver may choose to drive without the influence of any speed limits, speed signs, or enforcement.

85th Percentile Speed (Critical Speed): The speed at or below which 85 percent of the sample speeds were observed. The 85th percentile speed of a spot speed survey is the primary indicator of the appropriate speed limit for a section of the roadway.

10 mph Pace Speed: The 10 mph increment (range) of speeds containing the greatest number of vehicles. In almost all cases, the 85th percentile speed and the recommended speed lie within the range, frequently in the middle to upper range of the interval. The percent of vehicles that fall within the pace speed is an indicator of the bunching of vehicular speeds. The number of observed vehicles within the 10 mph pace is often between 60 and 80 percent of the entire sample.

The speed limit for Sierra Boulevard was recommended after determining the 85th percentile speed, pace speed and considering other significant factors like existing land use, roadway design characteristics and collision rates (based on collision records for a two-year period) for the study segment.

Traffic Counts

The average daily traffic (ADT) count was conducted at Sierra Boulevard by National Data & Surveying Services (NDS). This count was used to determine the collision rate for this segment of Sierra Boulevard, which in turn were used as a factor in determining the appropriate speed limit. The traffic count is included in Appendix B.

Collision Data

Collisions reported at study roadway segments were obtained from the City of South Lake Tahoe Police Department for a period of two (2) years from January 2023 through December 2024 as this was the most recent data available at the time of the preparation of this study. Collision rates are a significant factor in determining the appropriate speed limits. The number of collisions was then used to determine the collision rate to compare that with the Statewide Average Collision Rate of similar roadways. The collision data can be found in Appendix C. A table that includes the Collision Rate and the Statewide Average Collision Rate can be found in Appendix D.

Speed Limit Recommendations

Establishment of speed limits can be controversial and requires a rational, defensible and consistent evaluation process. Speed limits are typically set near the 85th percentile speed which establishes an upper limit of what is considered reasonable and prudent. With all of the statistics inherent to the engineering and traffic speed survey process, there is a great deal of engineering judgment required. Speed limits should be reasonable and realistic regardless of the results of the field studies. Reasonable speed limits are those which responsible motorists would drive without enforcement and/or signage and depend on the voluntary compliance of the greater majority of motorists. Speed limits cannot be set arbitrarily low as this would create violators of the majority of drivers and would not command the respect of the public.

In 2004, in order to better conform to the intent of the federal standards as established in the Federal Highway Administration's Manual on Uniform Traffic Control Devices, and also to address some of the widespread disregard of the 5 mph special downward speed zoning provision, the California Traffic Control Manual replaced the Traffic Manual, and the speed zoning section of the Traffic Manual was changed to require rounding the 85th percentile to the nearest 5 mph increment rather than the lower 5 mph increment. This specific guideline revision resulted in raising certain street speed limits and had become a challenge to state and local jurisdictions.

In 2007, the California Traffic Control Devices Committee (CTCDC) ruled to approve a language change in the California Traffic Control Manual to clarify how local speed limits should be set. The CTCDC was prompted to make this change due to major variations in the interpretation and application of the California Traffic Control Manual Section 2B.13 "Speed Limit Sign (R2-1)" and to better distinguish the differences between "within" 5 mph of the 85th percentile speed and "round to the nearest" 5 mph of the 85th percentile speed for setting local speed limits. The changes included:

Method1: For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with the California Vehicle Code.

Method 2: For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used.

Caltrans ultimately issued a Traffic Operations Policy Directive (No. 09-04), effective July 1, 2009, which clearly defined these changes and incorporated new requirements into the California Traffic Control Manual. Section 2B.13 of the 2014 Edition of the California Traffic Control Manual now requires as a standard that a speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed, except that the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5.

Section 2B.13 further states that justification for reducing speed limits can be based on residential density, pedestrian/bicyclist safety and other factors not readily apparent to drivers, but essential to meet the traffic safety needs of the community. The following factors may be considered to adjust and determine the final speed limits:

Road characteristics, shoulder condition, grade, alignment, and sight distance
10 mph pace speed (a 10 mph range in speeds in which the highest number of data is recorded)
Roadside development and environment
Parking practices and bicycle/pedestrian activity
Reported collision experience for at least a 12-month period

Table I summarizes existing speed limit, critical speed, recommended speed limit, rounding method and reason used to justify speed limit reduction if any were used for the segment. Based on the above guidelines, it is recommended that the recommended speed limit as noted in Table I be adopted by the City of South Lake Tahoe. Before any changes to the current posted speed limit are made, the City of South Lake Tahoe shall pass a resolution or ordinance as appropriate which defines the appropriate speed limit for the street segment identified in Table I. A table that summarizes the segment, speed, and collision data for the study segment can be found in Appendix D.

Table I: Sierra Boulevard

Limits		Posted Speed Limit (MPH)	85th Percentile Speed (MPH)	Recommended Speed (MPH)	Method and Reason
Lake Tahoe Boulevard	Barbara Avenue	35	36	30	CA MUTCD Method 1, this corridor has high pedestrian and bicyclist activity and contains a connection to trails through a park and to Lake Tahoe Community College.

Recommendations

Based on the results of the Engineering and Traffic Survey, it is recommended that the City of South Lake Tahoe consider adopting the Engineering and Traffic Survey for Sierra Boulevard. Before speed limit signs are updated, it would be necessary for the City of South Lake Tahoe to pass the appropriate ordinance or resolution needed to post a speed limit sign. Upon approval of this E&TS, the appropriate regulatory speed limit signage will need to be installed pursuant to the CA MUTCD. Enforcement of the speed limit can commence after the regulatory speed limit signage has been in place for a minimum of 30 days.

Study Participants

JLB Traffic Engineering, Inc. Personnel:

Jose Luis Benavides, PE, TE	Project Manager
Matthew Arndt, EIT	Project Engineer – Traffic Operations
Christian Sanchez, EIT	Project Engineer –Design
Adrian Benavides	Engineer II
Derian Cervantes	Engineer I
Diana Cortez	Engineering Aide
Arjun Dhillon	Engineering Aide

Persons Consulted:

Anush Nejad, PE	City of South Lake Tahoe Public Works Development
Andra Burnam	City of South Lake Tahoe Public Works Development
Doug Sentell	City of South Lake Tahoe Police Department
Justin Brock	City of South Lake Tahoe Police Department

References

Caltrans. 2023. "California Manual on Uniform Traffic Control Devices". Sacramento: State of California.

Department of Motor Vehicles. Online Edition. “California Vehicle Code”. State of California.

City of South Lake Tahoe. 2011. “General Plan Update Final Environmental Impact Report”. South Lake Tahoe: County of El Dorado.

Appendix A: Speed Survey

Spot Speed Study

Prepared by: National Data & Surveying Services

City of South Lake Tahoe

DATE: 6/3/2025 **Location:** Sierra Blvd 400' E/O Knox Ave
TIME: 11:00-13:30 **Posted Speed:** 35 MPH **Weather:** Clear/Dry **Project #:** 25-070140-001

Eastbound & Westbound Spot Speeds

Speed mph	ALL Vehicles
<=10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	3
22	1
23	
24	5
25	7
26	16
27	12
28	22
29	26
30	29
31	41
32	45
33	47
34	53
35	47
36	21
37	14
38	15
39	6
40	5
41	4
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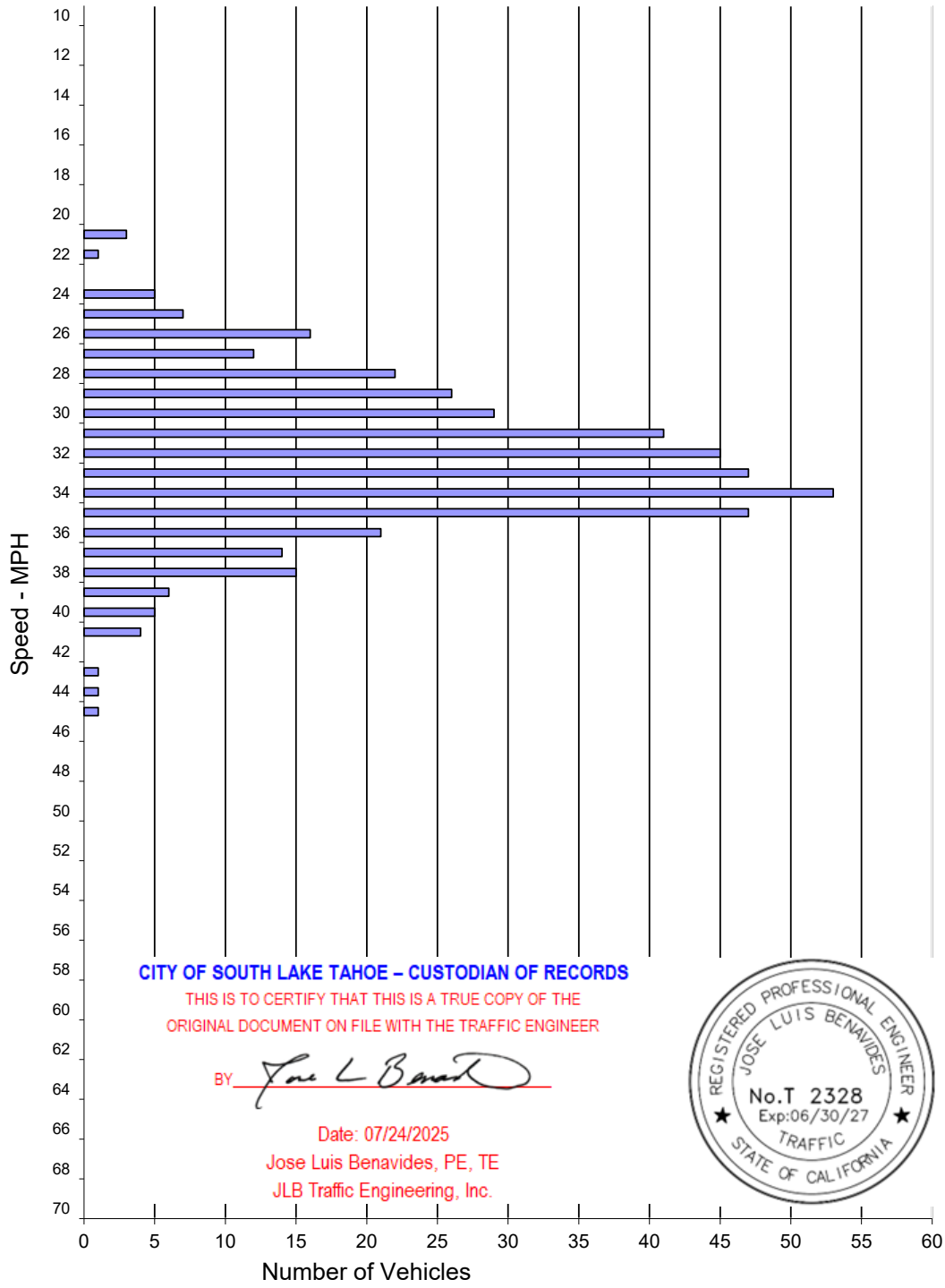
69	
>=70	



CITY OF SOUTH LAKE TAHOE – CUSTODIAN OF RECORDS
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE
ORIGINAL DOCUMENT ON FILE WITH THE TRAFFIC ENGINEER
BY
Date: 07/24/2025
Jose Luis Benavides, PE, TE
JLB Traffic Engineering, Inc.

REGISTERED PROFESSIONAL ENGINEER
JOSE LUIS BENAVIDES
No.T 2328
Exp:06/30/27
TRAFFIC
STATE OF CALIFORNIA

SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	422	21 - 45	33 mph	36 mph	28 - 37	345	82%	10% / 44	8% / 33

Appendix B: Traffic Count

Prepared by National Data & Surveying Services

VOLUME

Sierra Blvd Bet US 50/Lake Tahoe Blvd & Barbara Ave (38.921592,-119.982122)

Day: Tuesday
Date: 6/3/2025

City: South Lake Tahoe
Project #: CA25_070139_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,988	2,277	4,265

15-Minutes Interval

TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			7	0	7	12:00			38	44	82
0:15			2	3	5	12:15			34	48	82
0:30			2	1	3	12:30			32	42	74
0:45			0	1	1	12:45			41	42	83
1:00			1	0	1	13:00			37	44	81
1:15			3	2	5	13:15			21	25	46
1:30			1	1	2	13:30			41	39	80
1:45			3	0	3	13:45			40	32	72
2:00			1	0	1	14:00			33	37	70
2:15			0	1	1	14:15			46	35	81
2:30			1	0	1	14:30			35	48	83
2:45			0	0	0	14:45			37	42	79
3:00			0	1	1	15:00			41	39	80
3:15			2	1	3	15:15			36	43	79
3:30			2	2	4	15:30			26	40	66
3:45			0	0	0	15:45			57	39	96
4:00			0	1	1	16:00			47	54	101
4:15			0	2	2	16:15			51	36	87
4:30			1	1	2	16:30			55	47	102
4:45			1	7	8	16:45			44	49	93
5:00			0	5	5	17:00			51	36	87
5:15			1	1	2	17:15			33	61	94
5:30			3	4	7	17:30			40	49	89
5:45			3	14	17	17:45			25	36	61
6:00			5	6	11	18:00			49	26	75
6:15			5	17	22	18:15			39	26	65
6:30			13	16	29	18:30			34	21	55
6:45			19	31	50	18:45			37	30	67
7:00			9	15	24	19:00			32	28	60
7:15			13	33	46	19:15			34	24	58
7:30			25	39	64	19:30			24	12	36
7:45			41	70	111	19:45			27	23	50
8:00			31	68	99	20:00			19	11	30
8:15			23	61	84	20:15			15	17	32
8:30			23	49	72	20:30			33	22	55
8:45			40	45	85	20:45			18	17	35
9:00			17	40	57	21:00			15	14	29
9:15			25	40	65	21:15			16	7	23
9:30			31	38	69	21:30			17	14	31
9:45			33	38	71	21:45			11	9	20
10:00			24	51	75	22:00			13	5	18
10:15			21	36	57	22:15			5	4	9
10:30			24	30	54	22:30			4	7	11
10:45			18	38	56	22:45			8	8	16
11:00			27	39	66	23:00			7	4	11
11:15			22	38	60	23:15			2	1	3
11:30			27	23	50	23:30			6	0	6
11:45			29	28	57	23:45			3	3	6
TOTALS	0	0	579	937	1516	TOTALS	0	0	1409	1340	2749
SPLIT %	0%	0%	38%	62%	36%	SPLIT %	0%	0%	51%	49%	64%

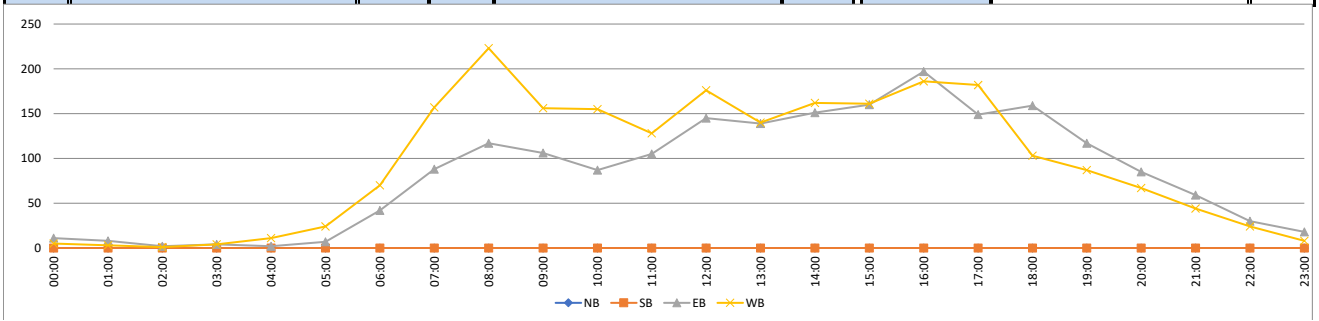
DAILY TOTALS

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			11	5	16
01:00	02:00			8	3	11
02:00	03:00			2	1	3
03:00	04:00			4	4	8
04:00	05:00			2	11	13
05:00	06:00			7	24	31
06:00	07:00			42	70	112
07:00	08:00			88	157	245
08:00	09:00			117	223	340
09:00	10:00			106	156	262
10:00	11:00			87	155	242
11:00	12:00			105	128	233
12:00	13:00			145	176	321
13:00	14:00			139	140	279
14:00	15:00			151	162	313
15:00	16:00			160	161	321
16:00	17:00			197	186	383
17:00	18:00			149	182	331
18:00	19:00			159	103	262
19:00	20:00			117	87	204
20:00	21:00			85	67	152
21:00	22:00			59	44	103
22:00	23:00			30	24	54
23:00	00:00			18	8	26

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			579	937	1516
Peak Hour			7:30	7:45	7:45
Peak Volume			120	248	366
Peak Hour Factor			0.732	0.886	0.824
Peak Period	12:00	to	00:00		
Volume			1409	1340	2749
Peak Hour			15:45	16:45	15:45
Peak Volume			210	195	386
Peak Hour Factor			0.921	0.799	0.946
Peak Period	07:00	to	09:00		
Volume			205	380	585
Peak Hour			7:30	7:45	7:45
Peak Volume			120	248	366
Peak Hour Factor			0.732	0.886	0.824
Peak Period	16:00	to	18:00		
Volume			346	368	714
Peak Hour			16:15	16:45	16:00
Peak Volume			201	195	383
Peak Hour Factor			0.914	0.799	0.939



Appendix C: Collision Reports

Location	Distance	Direction	Collision Type	Involved With	PCF	Party No	Party Type	Dir of Travel	Movement
SIERRA BLVD - LAKE TAHOE BLVD	89	Direction: SOUTH	Broadside	Other Motor Vehicle	Auto R/W Violation				
						Party 1	Vehicle	EAST	Making Left Turn
						Party 2	Vechicle	NORTH	Proceeding Straight
SIERRA BLVD - PALMIRA AVE	0'	Direction: Not Stated	Broadside	Other Motor Vehicle	Unsafe Speed				
						Party 1	Driver	EAST	Entering traffic
						Party 2	Driver	NORTH	Proceeding Straight
SIERRA BLVD - CHRIS AVE	0'	Direction: Not Stated	Head-On	Other Motor Vehicle	Auto R/W Violation				
						Party 1	Driver	NORTH	Making Left Turn
						Party 2	Driver	SOUTH	Proceeding Straight

Appendix D: Segment Information

Table 1: 2025 Engineering and Traffic Survey

Road Segment Number	Street Name	Direction	Limits		Number of Lanes	Posted Speed Limit (MPH) [A]	Determination of the Recommended Speed										
							Average Daily Traffic (ADT)	Number of Reported Collisions (24 Months)	Collision Rate	Statewide Average Collision Rate	Length (Miles)	10 MPH Pace (MPH)	Number In Pace	% In Pace	50%tile Speed (MPH)	85%tile Speed (MPH)	Recommended Speed Limit (MPH)
1	Sierra Boulevard	EB/WB	Lake Tahoe Boulevard	Barbara Avenue	2	35	4265	3	1.55	1.68	0.62	28-37	345	82%	33	36	30

CITY OF SOUTH LAKE TAHOE – CUSTODIAN OF RECORDS
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE
ORIGINAL DOCUMENT ON FILE WITH THE TRAFFIC ENGINEER
BY
Date: 07/24/2025
Jose Luis Benavides, PE, TE
JLB Traffic Engineering, Inc.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 15

Agenda Item: Reimbursement Agreement with Liberty Utilities for Tahoe Keys Blvd.

Executive Summary: In 2025, Liberty Utilities (LU) engaged in a construction project in the City Right of Way (ROW). Location of the project covered Tahoe Keys Blvd, between Capri Dr to Monterey Dr. This will have a significant impact on the city street and will require repaving a section of the street. Paving roads is outside LUâ€™s area of expertise, as well as very costly for them to implement. Therefore, they are interested in an alternative to the Cityâ€™s paving requirements. A solution agreeable to LU and the City is for LU to reimburse the City instead of using their contractor to pave City streets. This payment will accumulate in the Cityâ€™s Paving Fund for the annual Pavement Rehabilitation Project to pave selected streets within the City.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a Reimbursement Agreement with Liberty Utilities and accepting $85,905.00 into the Street Overlay Program.

Responsible Staff Member: Cameron Grant, Engineering Technician

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

Attachments:

01-Staff Report - Liberty Reimbursement Agreement.docx
02-Resolution - Liberty.docx
03-Reimbursment Agreement (Exh. A to Reso).docx

City of South Lake Tahoe
Report to City Council

Meeting Date: September 9, 2025

Title: Reimbursement Agreement between the City and Liberty Utilities for Keys BLVD

Location: Tahoe Keys Blvd

Responsible Staff Member: Cameron Grant, Engineering Technician (530)-318-1711

Background: In 2025, Liberty Utilities (LU) engaged in a construction project in the City Right of Way (ROW). Location of the project covered Tahoe Keys Blvd, between Capri Dr to Monterey Dr. This will have a significant impact on the city street and will require repaving a section of the street.

The Public Works Department oversees Liberty Utilities construction within the City's public streets rights-of-way and requires them to meet the City's Public Improvement and Engineering Standards (PIES) for all improvements. Standard Details 60 and 62 from the PIES require that any utility trench over 250 feet in length, or when 4 or more service lateral trenches are dug within a city block, the utility company is required to repave a full traffic lane through the affected area.

Paving roads is outside LU's area of expertise, as well as very costly for them to implement. Therefore, they are interested in an alternative to the City's paving requirements. A solution agreeable to LU and the City is for LU to reimburse the City for the cost of repaving instead of using their contractor to pave City streets. Along with amounts paid under similar reimbursement agreements for utility work in the right-of-way, these funds 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 LU that would permit them to deposit funds into the City's Paving Fund in exchange for not being required to meet certain 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. 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.

Liberty Utilities is also interested in entering into the proposed agreement for the following reasons:

1. Allows LU to concentrate on power line replacements, rather than paving streets: paving is not their area of expertise.
2. Allows LU to speed up construction while also causing less disturbance in the neighbourhoods they're working in.
3. Greater efficiency results in cost savings for utility customers.

Financial Implications: This agreement stipulates that LU will pay the City $5 per square foot for the roadway paving they are not required to place. During the 2025 construction season, 17,181 square feet of asphalt were not paved that would have otherwise been required to be paved. The proposed agreement will result in $85,905.00 from LU of in-lieu paving expenses that the City will deposit into the Paving Fund, account 301-50005-36284, to reimburse for the Construction expenses in account 301-50005-48030.

If this agreement is not approved, the Public Works Department will require LU to repave the sections of the road they worked on during 2025 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 is a one-time waiver for LU that only applies to the 2025 construction season.

A similar agreement is anticipated for each year LU works on a construction project on the City Right of Way (ROW). If similar agreements are approved in future years, the in-lieu payment fee approach will help provide a stream of revenue and help supplement the City Paving Program.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9th, 2025

Reimbursement Agreement between the City and Liberty Utilities for Keys BLVD

BACKGROUND

A. In the 2025 construction season, Liberty Utilities (LU) engaged in a project in the City Right of Way (ROW). Location of the project covered Tahoe Keys Blvd, a neighbourhood in South Lake Tahoe. This will have a significant impact on the city street and will require repaving a section of the street.

B. As provided in the Franchise Agreement, after making power line repairs, LU is required to repair the section of the road impacted by the power line repairs in accordance with the City's Public Improvements and Engineering Standards (PIES).

C. 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 for four or more road cuts within 250 lineal feet of roadway also requires full-width traffic lane(s) of pavement surface grinding and asphalt concrete overlay, two inches thick.

D. For the purpose of the 2025 Liberty Utility construction project, LU prefers to limit the extent of pavement repair work performed by LU and LU prefers to reimburse the City for the cost of pavement grinding and overlay of City streets required in accordance with the City's PIES.

E. For the purpose of the 2025 Liberty Utility construction project, the City prefers receipt of payment from LU in-lieu of LU performing the standard PIES required pavement grinding and overlay work.

F. 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.

G. 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.

H. The City and LU desire to enter into this Reimbursement Agreement to achieve efficiency and better service for their respective customers.

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. Authorizes and directs the Mayor to execute the agreement with Liberty Utilities attached hereto as Exhibit A; and

2. Amends the Fiscal Year 2024-2025 Budget's Street Overlay Program account (301-50005) by appropriating $85,905.00 of paving funds from Liberty Utilities into revenue code 36284 and expense code 48030 for the purpose of funding the Road Rehabilitation Projects.

Adopted by the City of South Lake Tahoe City Council on_____, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

CITY OF SOUTH LAKE TAHOE
AGREEMENT
FOR ROAD REPAIRS

This Agreement is made and entered into as of September 9, 2025 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Liberty Utilities,** a Public Utility Company ("LU").

RECITALS

A. In the 2025 construction season, Liberty Utilities (LU) engaged in a project in the City Right of Way (ROW). Location of the project covered Tahoe Keys Blvd, a neighbourhood in South Lake Tahoe. This will have a significant impact on the city street and will require repaving a section of the street.

B. After making electric line repairs, LU is required to repair the section of the road impacted by the electric line repairs in accordance with the City's Public Improvements and Engineering Standards (PIES).

C. 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 four or more 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.

D. For the purpose of the 2025 Liberty Utility Project, LU prefers to limit the extent of pavement repair work performed by LU and LU prefers to compensate the City in the amount provided in Exhibit A for the cost of pavement grinding and overlay of City streets required in accordance with the City's PIES.

E. For the purpose of the 2025 Liberty Utility Project, the City prefers receipt of payment from LU in lieu of LU performing the standard PIES required pavement grinding and overlay work.

F. The City has an annual pavement rehabilitation program that may involve grinding or pulverizing the full street width of existing pavement surfaces, paving streets with asphalt concrete pavement, or construction of minor storm drains and ancillary roadway improvements.

G. 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.

H. The parties desire to enter into this Reimbursement Agreement to achieve efficiencies and better service for their respective customers.

AGREEMENT

1. LU Obligations.

   a. During 2025, LU implemented its electric line repair and replacement project in the City of South Lake Tahoe in accordance the projects plans submitted to the Public Works Department.

   b. Instead of repaving the City-maintained roads following the 2025 Liberty Utility Project, LU agrees to make permanent trench or pothole repairs and compensate the City $5/Square Foot, as calculated in Exhibit A, to repave the sections of City-maintained roads LU would have repaved under the PIES ("Re-pavement Work"). For the purposes of this Agreement, the permanent trench repairs performed by LU are defined as repairing the pavement the width of the trench (minimum of 4 ft) with 4" minimum compacted AC or match existing AC depth.

   c. LU shall pay the City for Re-pavement Work in the amount provided in Exhibit A. LU's payment shall be made in a lump sum amount within 30 days of receiving a written payment request from the City.

2. City Obligations.

   a. All Re-pavement 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*. City shall pay prevailing wage for the Re-pavement Work in accordance with California Labor Code section 1770 *et seq*. City will complete the paving of the Re-pavement Work at the appropriate time, in its sole discretion, based on the City's annual paving needs and priorities.

b. City shall send to LU a written reimbursement request.

c. City shall use the funds received for the Re-pavement Work towards repaving roads within the City of South Lake Tahoe, including minor storm drain and ancillary roadway improvements.

3. Term/Time of Performance. This Agreement shall be effective as of the date written above, and shall terminate six months after the effective date, or sooner if full reimbursement has been made in accordance with the provisions of this Agreement or this Agreement is terminated in accordance with Section 4.

4. Termination. This Agreement may be terminated by City or LU for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, City shall be entitled to reimbursement for Re-pavement Work performed up to the effective date of termination.

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

5. Indemnity. LU 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 LU'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 LU 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 LU, 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, LU 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 LU, its officers and employees, or as expressly prescribed by statute. This duty of City to indemnify and save LU harmless includes the duties to defend set forth in California Civil Code section 2778.

6. Insurance Requirements. City and LU 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.

7. 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 City of South Lake Tahoe 1740 D Street 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 Liberty Utilities:	Supervisor/Engineering Liberty Utilities P.O. Box 107 Tahoe Vista, CA 96148

8. Assignment. Neither party shall assign this Agreement or any part thereof of any monies due hereunder.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

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

16. 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.

17. 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:

By_____

Tamara Wallace, Mayor

Liberty Utilities:

By _____

_____

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

ATTEST:

By_____
Susan Blankenship, City Clerk

Attachments:

Exhibit A – Cost Estimate for Re-pavement Work

EXHIBIT A

COST ESTIMATE FOR REPAVEMENT WORK

Tahoe Keys Project (2025 Season)				
Street	Length	Width	Total SF	Total Cost
Tahoe Keys Blvd(Capri to Montrey)	747	23	17181	$85,905.00
PROJECT TOTAL			**17181**	**$85,905.00**

Total Payment $85,905.00 for the work completed in 2025.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 16

Agenda Item: Sustainable Transportation Planning Grant Agreement with the California Department of Transportation (Caltrans) for the Stateline Complete Streets Project

Executive Summary: This item authorizes a resolution with the specific language required by the Sustainable Transportation Planning grant program and designates the Public Works Director to execute the grant agreement documents with Caltrans. Approval will allow the City to receive up to $289,000 in grant funds to develop the Stateline Complete Streets Project.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Public Works Director, or designee, to execute all Restricted Grant Agreements and any amendment thereto with the California Department of Transportation, and authorizing the Finance Director to appropriate funding once executed.

Responsible Staff Member: Emily Dougherty, Associate Transportation Planner

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

Attachments:

01-Staff-Report-STP.docx
02-Resolution - STP Grant Agreement.docx
03-Res 2025-004 Caltrans Sustainable Transportation Grant.pdf
04-STP Grant Application.pdf

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

Meeting Date: September 9, 2025

Title: Authorization to Execute and Accept Sustainable Transportation Planning Grant Agreement with the California Department of Transportation (Caltrans) for the Stateline Area Complete Streets Project

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

Responsible Staff Member:
John Dickinson, Interim Public Works Director (530) 542-6182
Emily Dougherty, Associate Transportation Engineer (530) 542-6070

Background: The Caltrans Sustainable Transportation Planning Grant Program released a call for applications in October 2024, with a grant application deadline of January 22, 2025. The City submitted an application to advance the Stateline Complete Streets Study, and received notice of successful application on July 1, 2025. The Sustainable Transportation Planning Grant Program was created to provide a safe and reliable transportation network that serves all people and respects the environment. California Senate Bill 1 (SB1) is a transportation funding bill that provides funding to maintain and integrate the State's multi-modal transportation system.

SB 1 grant funding is intended to support the implementation of the Regional Transportation Plan (RTP), Sustainable Communities Strategy (SCS) and ultimately achieve the State's Greenhouse Gas (GHG) reduction targets. The purpose of the Sustainable Transportation Planning Grant Program is to support eligible planning projects that directly benefit the multi-modal transportation system and also improve public health, social equity, environmental justice, the environment, and provide other important community benefits. The grant is focused on funding Complete Street plans that include community and stakeholder outreach to improve the connectivity of the multimodal transportation network. The grant is not available to be used for environmental review required under the National Environmental Policy Act (NEPA) or the California Environmental Quality Act (CEQA), nor is it intended for the development of detailed engineering plans past the 30% conceptual design stage.

The City is currently under contact with Lumos and Associates for the first phase of the project which includes constraints analysis.

Issue and Discussion:
As a part of the conditions for obtaining the Sustainable Transportation Planning grant, the City Council is required to adopt the attached resolution before September 12, 2025 in order to stay on track with the grant schedule. The attached resolution will authorize City staff to negotiate and execute the required agreements and move on to acceptance of the grant funding and issuance of a request for proposals (RFP) for consultant services to assist with the development of the Stateline Complete Streets Study.

Financial Implications: City Council Resolution 2025-004 committed the City to setting aside up to $33,148.00 in grant matching funds for the grant application. The project total in the grant is $289,000, with a required 11.47% match in the amount of $33,148.00, for a total grant amount to accept being $255,852. This grant from Caltrans will provide additional funding to complete feasibility assessment, public meetings, and alternatives development.

Environmental Considerations: The authorization to enter into a grant agreement and complete a planning study and corridor plan is Statutorily Exempt from CEQA under section 15262 (Feasibility and Planning Studies) and Categorically Exempt under section 15305, Class 6 (Information Collection).

Policy Implications: Authorizing City staff to enter a grant agreement will provide funding to complete the necessary community outreach, technical analysis and development of a plan will define improvements to the highways in the City for all types of multi-modal transportation in a manner that is safe and accessible to all. The Project advances the City Council Strategic Priorities and Goals, specifically:

- **Improve Transportation: Action Items 5.1 & 5.6 – Improve scooter safety for users and non-users and Prioritize the implementation of Complete Streets.** Advancing the Stateline Avenue Complete Streets feasibility analysis to 30% design will help prioritize multimodal transportation through the neighborhood being studied within the Tourist Core Area Plan.
- **Recreation and Equitable Access for All: 7.3: Increase connectivity and safety.** Advancing the Stateline Avenue Complete Streets Project will support planning efforts that include the implementation of active transportation and alternative modes of travel connecting this area to nearby existing facilities.

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

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Authorization to Execute Agreement with the California Department of Transportation for the Stateline Avenue Complete Streets Project

BACKGROUND

A. The City of South Lake Tahoe is eligible to receive Federal and/or State funding for certain transportation planning-related plans, through the California Department of Transportation.

B. A Restricted Grant Agreement is needed and will be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program.

C. On January 14, 2025, the City Council approved Resolution 2025-004, authorizing the application for the Stateline Avenue Complete Streets project grant application be submitted to the Caltrans Sustainable Transportation Planning Grant program and allocated up to $33,148 in grant match from the City General Fund Undesignated Excess Reserve.

D. The grant acceptance authorization, request to delegate authorization to execute the Restricted Grant Agreement and any amendments thereto; the Director of Public Works.

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

1. Authorizes the Public Works Director, or designee, to execute all Restricted Grant Agreements and any amendment thereto with the California Department of Transportation for the Stateline Avenue Complete Streets Project.
2. Amends Fiscal Year 2024/2025 budget and authorizes the Finance Director to allocate up to $255,852 in grant funds to project account 301-50045-33220, transfer $33,148.00 in City grant matching funds (11.47%) to account 301-50045-36300 and make expenditure appropriations up to $289,000 into account 301-50045-48010, once grant is executed.

Adopted by the City of South Lake Tahoe City Council on September 9, 2025, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

Resolution 2025-004

Adopted by the City of South Lake Tahoe
City Council

January 14, 2025

Authorization to Apply for Caltrans Sustainable Transportation Planning Grant Program for Stateline Complete Streets Project

BACKGROUND

A. The City of South Lake Tahoe is eligible to receive federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation.

B. A Restricted Grant Agreement would be needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program.

C. The grant acceptance authorization, request to delegate authorization to execute the Restricted Grant Agreement and any amendments thereto, and request for budget appropriations, including a match of $33,148 will be brought to the City Council upon notification of a grant award.

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

1. Authorizes the Public Works Director, or designee, to submit a grant application; and execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.
2. Commits to the matching funds in the total amount of $33,148, if the grant is awarded.

Adopted by the City of South Lake Tahoe City Council on January 14, 2025, by the following vote:

Yes: Wallace, Bass, Robbins, Jinekns, Roberts

Tamara Wallace (Jan 15, 2025 11:03 PST)

Tamara Wallace, Mayor

Date: Jan 15, 2025

Attest:

Susan Blankenship (Jan 15, 2025 10:51 PST)

Susan Blankenship, City Clerk

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

CITY OF SOUTH LAKE TAHOE

Project Area Vicinity Map

0 200 400 600 800
Feet

Path: \\gis\share\Projects\PublicWorks\CompleteStreets\CompleteStreets.aprx | Stateline RFP Vicinity Map | 2/27/20

Res 2025-004 Caltrans Sustainable Transportation Grant

Final Audit Report 2025-01-15

Created:	2025-01-15
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXkRtotUTgc4SyQmU2v2JNw7ANo6ImpGL

"Res 2025-004 Caltrans Sustainable Transportation Grant" History

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Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION

FY 2025-26

Grant Category (select only one)			
Climate Adaptation (MPOs, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)			
	11.47% Local Match requirement (Not Applicable to Native American Tribal Governments)		
Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)		**Strategic Partnerships** (MPOs & RTPAs only) **Strategic Partnerships Transit** (MPOs, RTPAs & Transit Agencies only)	
X	Sustainable Communities Competitive (11.47% Local Match requirement) **Not applicable to Native American Tribal Governments**		Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)
	Sustainable Communities Competitive Technical (11.47% Local Match requirement) **Not applicable to Native American Tribal Governments**		Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)

Application Submittal Type (more than one may be selected)					
New		**Prior Phases**		**Re-Submittal**	
	New Application		Continuation of a prior project. If so, list the Grant FY and project title below.	X	Re-submittal from a prior grant cycle.
				2	How many times has an application been submitted for this project, including this one?

PART B. PROJECT INFORMATION

Project Title and Location			
Project Title	Stateline Avenue Complete Streets Study		
Project Location (City)	Stateline Avenue	Project Location (County)	El Dorado County

Funding Information

1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator (Posted on STPG Website)

   ☒ Minimum Local Match ☐ Over-Match

2. What is the source of Local Match funds being used?
   (MPOs – Federal Toll Credits, PL, and FTA 5303 cannot be used to match Sustainable Communities Competitive or Adaptation Planning grants)

   ☐ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures
   ☒ Other, specify: City General Funds

Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
$255,852	$33,148	$0	$33,148	11.47%	$289,000

Project Description (3-5 Sentences Max.)	
Insert Application Narrative: 1. Project Description	The City of South Lake Tahoe will prepare the Stateline Avenue Complete Streets Study to identify current multimodal mobility challenges and develop a set of proposed improvements to enhance safety, vehicle circulation, and active transportation connectivity along Stateline Avenue that will improve quality of life for residents and regional visitors alike. The Study will engage with key stakeholders throughout the process, assess existing corridor needs and opportunities, conduct robust community engagement through workshops and pop-up events, recommend innovative and context-sensitive multimodal improvements, and provide the foundation for future implementation grant funding. The project has been previously identified within the 2024 Tahoe Regional Planning Agency (TRPA) Active Transportation Plan and the Tahoe Environmental Improvement Plan. The Study will continue to coordinate with these local entities as well as with Caltrans District 3 and El Dorado County to foster collaboration with these existing regional planning efforts for active transportation improvements. The eventual implementation of Complete Streets design concepts identified in the Study will support State, regional, and local goals by prioritizing safety, enhancing mobility efficiency, reducing greenhouse gas emissions, and improving accessibility and comfort for all users of the multimodal transportation system.

Project Type

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. Select a maximum of two project types.

- ☒ Active Transportation (Bicycle and Pedestrian)
- ☐ Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
- ☒ Complete Streets (Multimodal specific type)
- ☐ Corridor (Local Streets or Highways)
- ☐ Freight/Goods Movement
- ☐ General Plan-Related (Circulation Element, Land Use Element, Specific Plan)
- ☐ Multimodal (Motorized and Active Transportation)
- ☐ Safety (Vision Zero, Safe Routes to Schools)
- ☐ Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
- ☐ Transit (Bus, Light Rail, and Commuter Rail Service)
- ☐ Other, specify:

Under-Resourced Community Definitions

PART B. PROJECT INFORMATION (CONTINUED)

he under-resourced communities in the project area? Choose all that apply.

- ☐ Rural Communities of 50,000 or less and outside of urbanized areas
- ☐ Native American Tribal Governments
- ☐ Regionally/Locally Defined Under-Resourced Communities
- ☒ At/Below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- ☐ At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
- ☐ At/Above 75% CalEnviroScreen Version 4.0
- ☐ At/Below 25% California Healthy Places Index

PART C. CONTACT INFORMATON*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)	City of South Lake Tahoe		
Dept./Division	Public Works		
Street Address	1901 Lisa Maloff Road		
City	South Lake Tahoe		
Zip Code	96150		
Phone Number	(530) 542-6000		
Executive Director Name	Joe Irvin		
Title	City Manager		
Executive Director E-mail	jirvin@cityofslt.us		
Financial Manager Name	Lori Marino		
Title	Principal Management Analyst		
Financial Manager E-mail	lmarino@cityofslt.us		
Contact Person Name	Anush Nejad		
Title	Director of Public Works		
Contact Phone Number	530-542-6031		
Contact E-mail	anejad@Cityofslt.us		

*Use additional pages if necessary.

PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status:	X	
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2022 and 2023?	X	

PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.

	Yes	No	N/A
Is the applicant applying for the Governor's Office of Planning and Research (OPR) Climate Adaptation Planning Grant Program? Applicants should not submit the same project application to both funding programs. However, applicants may propose to leverage funds from one funding program to another. For instance, an applicant with a large project may propose to fund one component with Caltrans funds, and another with OPR funds. Applicants may also propose two entirely different projects to each funding program. If yes, identify the differences between each proposal, and briefly summarize the leverage opportunity if awarded both Caltrans and OPR funding:		X	
Is the applicant applying for any other funding programs to complete this project? If yes, list them here:		X	

PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: http://findyourrep.legislature.ca.gov/

State Senator(s)		Assembly Member(s)	
District	Name	District	Name
4	Marie Alvarado-Gil	1	Heather Hadwick

PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant. Letters received after the final application filing date will not be considered.

Name/Agency	Name/Agency
Lakeside Park Association	
Bicycle Advisory Committee	
Tahoe Regional Planning Agency	

Sustainable Transportation Planning Grant Program
GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name	Anush A. Nejad, P.E.		
Title	Director of Public Works		
Signature	Anush Nejad	Date	Jan 21, 2025
Sub Applicant(s)*			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

*Use additional pages if necessary.

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE

FY 2025-26

Project Information	
Organization (Legal name)	City of South Lake Tahoe
Project Title	Stateline Avenue Complete Streets Study
Project Area Boundaries	Stateline Avenue, between Lakeshore Boulevard and Lake Tahoe Boulevard
Project Timeframe (Start and End Dates)	November 2025 - May 2027

Do not alter application format and font size 10

Application Narrative

1. **Project Description (10 points) - Do not exceed the space provided (5 sentences maximum)**
   Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts.

The City of South Lake Tahoe will prepare the Stateline Avenue Complete Streets Study to identify current multimodal mobility challenges and develop a set of proposed improvements to enhance safety, vehicle circulation, and active transportation connectivity along Stateline Avenue that will improve quality of life for residents and regional visitors alike. The Study will engage with key stakeholders throughout the process, assess existing corridor needs and opportunities, conduct robust community engagement through workshops and pop-up events, recommend innovative and context-sensitive multimodal improvements, and provide the foundation for future implementation grant funding. The project has been previously identified within the 2024 Tahoe Regional Planning Agency (TRPA) Active Transportation Plan and the Tahoe Environmental Improvement Plan. The Study will continue to coordinate with these local entities as well as with Caltrans District 3 and El Dorado County to foster collaboration with these existing regional planning efforts for active transportation improvements. The eventual implementation of Complete Streets design concepts identified in the Study will support State, regional, and local goals by prioritizing safety, enhancing mobility efficiency, reducing greenhouse gas emissions, and improving accessibility and comfort for all users of the multimodal transportation system.

2A. Project Justification (15 points) - Do not exceed the space provided

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues

The City of South Lake Tahoe (City) proposes to prepare the Stateline Avenue Complete Streets Study (Study) to identify existing active transportation challenges and propose solutions to enhance safety, provide multimodal facilities, and improve community members' ability to walk and bicycle along Stateline Avenue. The proposed study area is Stateline Avenue, between Lakeshore Boulevard and Lake Tahoe Boulevard (US Hwy 50), which is just under a half mile segment of roadway (see Attachment A). The Study will establish the groundwork for improving mobility and safety for all modes of travel for all users, inclusive of age and ability. Walkable and bikeable communities provide residents and visitors with the dual benefits of reduced vehicle use and associated emissions, as well as increased opportunities for a healthy, active lifestyle. The Study will help the City as it works to meet California's multimodal transportation and sustainability goals by identifying gaps on the existing network and recommending priorities in making active transportation use safer, more comfortable, and more convenient.

South Lake Tahoe sits along the southern edge of Lake Tahoe and extends about five miles west-southwest along US Hwy 50 to the California-Nevada state line, with a reported population of 21,175 residents (2020 US Census) and as many as 200,000 people visiting during the busiest summer weekends. The City of South Lake Tahoe Tourist Core Area Plan identifies Stateline Avenue as part of the Tourist Core, whose one of many goals is to promote the area as a pedestrian- and transit-oriented, mixed-use activity center and gateway to an outdoor recreational destination. Stateline Avenue is an undivided, two-lane roadway located along the state border and provides a route between the Tourist Core area and Lakeside Beach on Lake Tahoe. There are also several businesses located along Stateline Avenue itself, and the Stateline Transit Center is located a half block away from its eastern terminus. This roadway must serve both locals and visitors and support a variety of user demands.

Stateline Avenue currently only has about 600 feet of paved sidewalks on the eastern end near Lake Tahoe Boulevard and no bicycle facilities. South Lake Tahoe also has a high volume of micromobility devices, such as electric scooters, that are utilized by visiting tourists. Unpaved shoulders are used as informal parking. Under the existing conditions of Stateline Avenue, pedestrians, bicyclists, and micromobility users must travel on the street alongside both parked and moving vehicles. The Transportation Injury Mapping System (TIMS) has reported one accident in the past five years involving a pedestrian, where a lack of facilities created an unsafe pedestrian-vehicle conflict. The City would like to address these issues and improve facilities for active transportation.

The City has already begun laying the foundation for the proposed Study by initiating a variety of technical studies this year to understand the existing conditions of Stateline Avenue and its surrounding area. The City is currently in the process of conducting right-of-way surveys to identify property lines for

2A. Project Justification (continued)

parcels that predate the incorporation of the City. It is also undergoing traffic circulation and parking analyses to understand both the benefits and disadvantages of possible alternatives that may be included in the proposed Study. The traffic circulation assessment will investigate the feasibility of reducing capacity on Stateline Avenue to potential one-way travel to accommodate Complete Streets facilities within the right-of-way and identify potential impacts to the surrounding Tourist Core area streets.

The Study will create a complete, multimodal street environment that enhances the local and visitor experience and promotes environmental sustainability by recommending improvements needed to successfully balance safety and efficiency in addition to removing barriers to walking and biking. The Study will also include 30% design plans of the final selected alternative. Redesigning Stateline Avenue under a Complete Streets context will close sidewalk gaps, increase separation between vehicle traffic and active transportation users, and connect to existing paths on Park Avenue and Lakeshore Boulevard. A Complete Streets design will foster economic growth by improving accessibility to local businesses and creating a more inviting and vibrant community atmosphere.

Improving the multimodal network also supports the Tahoe Regional Planning Agency's (TRPA) goals of attaining environmental thresholds, enhancing connectivity across all modes, increasing safety, supporting quality experience for both residents and visitors, and providing an efficient transportation network. The TRPA has identified Stateline Avenue as a proposed location for a Complete Streets Facility in the 2024 TRPA Active Transportation Plan. It is also identified as a Lake Tahoe Environmental Improvement Plan (EIP) Project for 2025-2030, whose goal is to make the Lake Tahoe region a more resilient landscape that can withstand future attacks on Tahoe's ecosystem. Public outreach will be key to identifying a solution that will receive broad support from the local community, business owners, and decision-makers.

The Study will be prepared in coordination with the appropriate agencies as necessary to ensure cohesion with local, regional, state, and federal planning. It will be consistent with the ongoing South Lake Tahoe Vision Zero Action Plan, 2020 TRPA RTP, 2024 TRPA ATP, and 2024 TRPA Vision Zero Strategy. It will also be consistent with state planning such as the 2022-23 Caltrans Complete Streets Action Plan and the 2022 Caltrans District 3 ATP. It will engage in multifaceted community outreach with workshops, pop-up events, a survey, and walk audit to understand the daily challenges of traveling along Stateline Avenue. The City will also host a temporary built environment demonstration to raise awareness of the Study and demonstrate the recommended improvements. The outreach process will build community ownership of the recommended solutions, with feedback loops to demonstrate how community input was incorporated into the final alternative recommendations.

Funding this Study will allow the City to bring in a qualified consultant who can assist City staff in engaging with key stakeholders, assessing existing corridor needs and opportunities, conducting robust community engagement, and recommending innovative and context-sensitive multimodal improvements. Following completion and approval of the Study, the document will be used as a foundation for eligibility for future competitive implementation grant applications. Immediate next steps would include advancing the final proposed alternative to preliminary engineering, followed by final design.

The City is excited to continue to focus on its transportation network as started with the launch of the South Lake Tahoe Vision Zero project last year and its upcoming South Lake Tahoe Multimodal Mainstreet Corridor Plan along US Hwy 50 and SR 89. Without funding for the Stateline Avenue Complete Streets Study, there will be a delay in identifying a publicly acceptable Complete Streets design solution to transform Stateline Avenue into a safer, more comfortable, and more accessible multimodal route.

2B. Under-Resourced Communities Justification (5 points) - Do not exceed the space provided

- Explain how the project area or portions of the project area are defined as an under-resourced community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the under-resourced community
- Describe how under-resourced communities will benefit from the proposed planning project
- Cite data sources, the Grant Application Guide Appendix A tools used to define under-resourced communities, and include a comparison to the statewide thresholds that are established in each tool

South Lake Tahoe has a reported population of 21,175 residents as of the 2020 US Census. Review of the data available from the AB 1550's California Climate Investments Priority Populations 2023 shows that the census tract where Stateline Avenue is located is designated as a Low-Income Community, indicating median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits.

The Study would evaluate and address the multimodal transportation needs of users along Stateline Avenue. Walking, rolling, and bicycling infrastructure improvements are important investments that provide active transportation opportunities for the local under-resourced community members. Active transportation has direct physical health benefits, while also improving mental health and reducing stress. Providing separated bicycle and pedestrian facilities from vehicles can contribute to a reduction in collisions and make communities safer for all road users. In addition, strategies that reduce driving also decrease greenhouse gas emissions and can contribute to mitigating climate change. The Study will provide Complete Street design elements and improvements to improve safe, accessible, and convenient options for community members to travel to work, school, outdoor recreation, and other destinations.

2C. Under-Resourced Communities Engagement (5 points) - Do not exceed the space provided

- See Grant Application Guide, Appendix A, for community engagement best practices
- Describe how the proposed effort would engage under-resourced communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving under-resourced communities
- Describe how under-resourced communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation.

The Study's public involvement efforts will include a range of activities such as pop-up events, community workshops, a temporary demonstration, and surveys engaging community members and stakeholders. These outreach efforts aim to foster community ownership of the proposed solutions, supported by feedback loops that demonstrate how public input influenced the final recommendations. Workshops will introduce the Study's concepts and objectives. The City will organize pop-up events in community spaces and a walk audit, allowing for direct interaction with the Project team. The City will also host a temporary built environment demonstration to exhibit the recommended improvements. The team will compile summaries of public input and comments to address community concerns effectively. Additionally, a survey will gather insights into community perspectives on the current conditions of Stateline Avenue. These engagement activities will offer an accessible platform for the under-resourced community to voice their priorities for active transportation projects, such as sidewalk construction, safety improvements, and bicycle facilities. The outreach process will emphasize accessibility to ensure community needs are addressed throughout both the planning and implementation phases of the project.

3. Grant Specific Objectives (Total 35 points)
Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Strategic Highway Safety Plan
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging

3A. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)

The Study will evaluate the City's multimodal transportation system along Stateline Avenue and provide priority improvement strategies and projects for implementation to enhance the system. The Study will be comprehensive in scope and will balance the many uses of the transportation system for all types of road users. The Study will evaluate Stateline Avenue with a context-sensitive approach, considering the roadway's residential, commercial, and outdoor recreational land uses in its immediate vicinity and the types of motorists, cyclists, and pedestrians those uses attract. Redesigning the roadway with Complete Streets elements would align with the Tahoe Regional Planning Agency's 2020 RTP's environmental goals by reducing GHG and roadway runoff into Lake Tahoe; safety goals by addressing crash locations, eliminating gaps in bike and pedestrian paths, and improving pedestrian crossings; connectivity goals by developing a seamless, efficient, and accessible transportation system across all modes of travel; and economic and quality of life goals by connecting workers to jobs, and visitors and residents to recreation hot spots and town centers.

Land use planning and transportation are closely linked, and the region's economic vitality and environmental sustainability are supported by better connecting people to their destinations. The Study will support community revitalization projects that encourage walking, bicycling, and easy access to transit stops in town centers, such as the nearby Stateline Transit Center. The TRPA RTP prioritizes compact mixed-use land use in town centers and provides incentives to shift development from environmentally sensitive and remote areas in Tahoe to town centers that will be connected by transit and trails projects. The South Lake Tahoe Public Works Department will collaborate with the Development Services Department as well as other appropriate departments and decision-makers on cohesive land use planning within the City that will promote sustainable development throughout the City. This land use planning would integrate with the transportation improvements identified within the Study.

3B. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)

The Stateline Avenue Complete Streets Study aims to identify and propose improvements that address barriers to non-vehicular travel on Stateline Avenue, creating safer and more comfortable spaces for residents and visitors to walk, bike, or use other forms of micromobility. These enhancements have the potential to encourage active trips, aligning with the goals of the California Transportation Plan 2050, which include reducing greenhouse gas emissions, improving multimodal mobility and access, fostering vibrant and healthy communities, and enhancing environmental health by mitigating negative transportation impacts. By shifting trips to walking, biking, and micromobility, communities can significantly lower the number of vehicle miles traveled, leading to cleaner air and a healthier environment. Based on an evaluation of existing conditions and community feedback, the recommendations will prioritize safety improvements that lower stress for users and expand the City's sidewalk and bikeway networks. Increased pedestrian and bike connectivity will better integrate residential, employment, commercial, and recreational areas around Lake Tahoe and the Tourist Core area. To support these efforts, the City is committed to pursuing additional grant funding for active transportation projects. The Study will focus on developing a cohesive and accessible multimodal transportation system, enabling community members to reach their destinations while advancing the City's long-term socioeconomic and environmental objectives.

3C. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal supports other State goals, including but not limited to:
  - State Planning Priorities (Government Code Section 65041.1)
  - Climate Adaptation Goals (State Adaptation Strategy)
  - Goals and Best Practices cited in the 2024 RTP Guidelines, Appendices E and G

The Stateline Avenue Complete Streets Study aligns with California's planning priorities by incorporating the objectives outlined in the referenced documents and guidelines. The City is committed to advancing these priorities through a focus on equity by rehabilitating, maintaining, and enhancing existing infrastructure along Stateline Avenue. Providing roadway upgrades such as paving Stateline Avenue shoulders will protect the environmental resources of the region by reducing runoff into Lake Tahoe during storms. The Study will also align with the Safeguarding California goals and address City climate adaptation objectives by identifying strategies that will increase the resiliency and maintenance of the multimodal transportation system to extreme weather due to climate change. By encouraging an increase in active transportation, the City will make progress towards state climate goals by reducing dependence on carbon-based fuels. All proposed policies will be coordinated with actions to reduce greenhouse gas emissions. The Study will also support many of the guidelines stated in the 2024 RTP Guidelines. For Appendix E, the project would promote the health and well-being of the community by providing physical activity opportunities, reducing collisions and making safer environments, reducing air pollution, and improving access to outdoor recreation areas. The Study will be prepared with input from Caltrans, Tahoe Regional Planning Agency, El Dorado County, and additional resources for "Complete Streets" planning practice examples contained within Appendix G such as those provided by Smart Growth America, the National Complete Streets Coalition, and the USDOT.

3D. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal encourages stakeholder involvement
- List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
- Explain how stakeholders will be involved throughout the project

Due to the unique governance structure of the Lake Tahoe region, the Project team will prioritize coordination with the various agencies, municipalities, and stakeholder groups in the area. The Study will serve as a reliable resource, promoting collaboration between the City and neighboring local agencies' departments, including engineering, public works, planning, and community development. It is also important to engage with the local business owners whose properties are located along Stateline Avenue when determining right-of-way constraints for recommended improvements. The Project team will develop a list of relevant stakeholders and approach each of them to gather initial feedback on the Study and ensure cohesion with regional planning efforts of the various agencies. Stakeholders will be involved and provide comments throughout the preparation of the Study, including the initial planning phase, design alternatives, and the draft Study. Stakeholders will be encouraged to attend the planned community workshops and pop-up events to provide input. Potential stakeholders may include: existing City departments, such as the Public Works Department, Parks and Recreation Department, Development Services Department, and Police Department; community members; Caltrans; Tahoe Regional Planning Agency; El Dorado County; local active transportation advocacy groups; and local business/property owners along Stateline Avenue.

3E. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal involves active community engagement
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort

Effective transportation safety planning starts with meaningful public input, as it ensures the proposed solutions address the real needs, priorities, and concerns of the community. The Study will be shaped by community involvement, utilizing diverse engagement methods to gather comprehensive feedback. The outreach process will foster community ownership of the proposed solutions, incorporating feedback loops to show how public input influenced the final recommendations. It will engage in multifaceted community outreach with workshops, pop-up events, a survey, and walk audit to understand the daily challenges of traveling along Stateline Avenue. The City emphasizes the importance of meeting residents where they are, hosting events at accessible local settings such as farmers markets or schools, in addition to planned workshops. The City will also host a temporary built environment demonstration to raise awareness of the Study and demonstrate the recommended improvements. These engagements will offer opportunities for community members and stakeholders to share input on pedestrian and bicycling facilities, needed improvements, and safety concerns in the area. Event promotions will be shared online, in local newspapers, and in community spaces to ensure broad awareness. Throughout the process, the Project team will actively gather feedback to inform future events and adapt the outreach strategy to enhance interaction between the community, City staff, and the Project team.

3F. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2): Safety, Sustainability, Preservation, Accessibility, Innovation, Economy, Health, and Social Equity, as applicable

The Stateline Avenue Complete Streets Study aims to develop a range of strategies and improvements to create a more connected and comprehensive multimodal transportation system for local residents and regional visitors. By addressing key safety concerns, such as the lack of dedicated pedestrian and bicycle infrastructure separate from vehicle traffic, the study supports Caltrans' safety and public health objectives. Enhancing infrastructure for walking, biking, and rolling can encourage active travel, reduce vehicle trips, and improve overall quality of life, aligning with the State's goals for sustainability, preservation, accessibility, safety, and health. The study will also explore potential changes to Stateline Avenue's circulation to incorporate innovative designs within the existing right-of-way that support sustainable transportation options. Identifying existing deficiencies and proposing targeted improvements will help foster sustainable growth, connecting community members and visitors more effectively to their destinations, supporting Caltrans' preservation and economic goals. Additionally, the project prioritizes social equity by addressing the transportation needs of under-resourced residents and integrating community values into safety and performance solutions. Public engagement will be a central component of the planning process. By proposing upgrades to bicycle and pedestrian facilities, the study supports broader air quality improvement goals. These enhancements also have economic benefits, fostering a pedestrian- and bike-friendly environment that boosts the surrounding business landscape and enriches the visitor experience.

3G. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements
- Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort

The Study will advance the City's transportation goals toward implementation, incorporating public and stakeholder input to develop system improvements that align with both local and regional objectives. It will document proposed improvements and design alternatives addressing vehicle and active transportation challenges along Stateline Avenue, identified through detailed analysis and public engagement. Strategic planning efforts like this Study play a crucial role in unlocking funding opportunities by creating well-documented, data-driven proposals that appeal to competitive grant programs. Upon completion and approval, the Study will serve as a foundational document to enhance the City's eligibility for competitive local, state, and federal grant applications. By prioritizing active transportation projects, the Study will support future efforts to secure funding for key initiatives. A formalized Complete Streets Study is expected to strengthen the City's applications for various implementation programs, including the Caltrans Active Transportation Program, Safe Streets and Roads for All (SS4A) program, and the Highway Safety Improvement Program (HSIP). Secured funding can then be utilized to advance the recommended alternative from the Study through preliminary engineering, final design, and ultimately, implementation. The Study's findings will also be integrated into future updates of the Tahoe Regional Planning Agency's Regional Transportation Plan (RTP) and Active Transportation Plan (ATP), the City of South Lake Tahoe Tourist Core Area Plan, and the ongoing Vision Zero Action Plan, ensuring alignment with broader regional and City planning efforts.

4.	**Project Management (Total 30 points)** See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants
4A.	**Scope of Work (15 points)**
4B.	**Cost and Schedule (15 points)**

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. **Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	**Ensure these items are completed prior to submitting to Caltrans**
X	Use the Fiscal Year 2025-26 template provided
X	Include the activities discussed in the grant application
X	List all tasks using the same title as stated in the Project Cost and Schedule
X	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
X	Exclude sub-task numbers; only include sub-headings
X	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
X	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the under-resourced community involved with the project, if applicable
X	Include a thorough and accurate narrative description of each task
X	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
X	Include Task 02 for the procurement of a consultant (if needed). This task is for the grantee and sub-applicant(s) only.
X	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
X	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and virtual), excluding technical projects
X	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
X	Include a summary of next steps your agency will take towards implementing the project in the Final Product
X	List achievable project deliverables for each Task
X	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	**Sustainable Communities Competitive**
Grant Fiscal Year	**FY 2025-26**
Project Title	Stateline Avenue Complete Streets Study
Organization (Legal name)	**City of South Lake Tahoe**

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

The City of South Lake Tahoe (City) proposes to prepare the Stateline Avenue Complete Streets Study (Study) to identify existing active transportation challenges and propose solutions to enhance safety, provide multimodal facilities, and improve community members' ability to walk and bicycle along Stateline Avenue. The proposed study area is Stateline Avenue, between Lakeshore Boulevard and Lake Tahoe Boulevard (US Hwy 50), which is just under a half mile segment of roadway. The Study will establish the groundwork for improving mobility and safety for all modes of travel for all users, inclusive of age and ability. Walkable and bikeable communities provide residents and visitors with the dual benefits of reduced vehicle use and associated emissions, as well as increased opportunities for a healthy, active lifestyle. The Study will help the City as it works to meet California's multimodal transportation and sustainability goals by identifying gaps on the existing network and recommending priorities in making active transportation use safer, more comfortable, and more convenient.

South Lake Tahoe sits along the southern edge of Lake Tahoe and extends about five miles west-southwest along US Hwy 50 to the California-Nevada state line, with a reported population of 21,175 residents and as many as 200,000 people visiting during the busiest summer weekends. The City of South Lake Tahoe Tourist Core Area Plan identifies Stateline Avenue as part of the Tourist Core, whose one of many goals is to promote the area as a pedestrian- and transit-oriented, mixed-use activity center and gateway to an outdoor recreational destination. Stateline Avenue is an undivided, two-lane roadway located along the state border and provides a route between the Tourist Core area and Lakeside Beach on Lake Tahoe. There are also several businesses located along Stateline Avenue itself, and the Stateline Transit Center is located a half block away from its eastern terminus. This roadway must serve both locals and visitors and support a variety of user demands.

Stateline Avenue currently only has about 600 feet of paved sidewalks on the eastern end near Lake Tahoe Boulevard and no bicycle facilities. South Lake Tahoe also has a high volume of micromobility devices, such as electric scooters, that are utilized by visiting tourists. Unpaved shoulders are used as informal parking. Under the existing conditions of Stateline Avenue, pedestrians, bicyclists, and micromobility users must travel on the street alongside both parked and moving vehicles. The Transportation Injury Mapping System (TIMS) has reported one accident in the past five years involving a pedestrian, where a lack of facilities created an unsafe pedestrian-vehicle conflict. The City would like to address these issues and improve facilities for active transportation that will support regional goals and future grant funding applications for implementation.

The City has already begun laying the foundation for the proposed Study by initiating a variety of technical studies this year to understand the existing conditions of Stateline Avenue and its

surrounding area. The City is currently in the process of conducting right-of-way surveys to identify property lines for parcels that predate the incorporation of the City. It is also undergoing traffic circulation and parking analyses to understand both the benefits and disadvantages of possible alternatives that may be included in the proposed Study. The traffic circulation assessment will investigate the feasibility of reducing capacity on Stateline Avenue to potential one-way travel to accommodate Complete Streets facilities within the right-of-way and identify potential impacts to the surrounding Tourist Core area streets.

The Study will create a complete, multimodal street environment that enhances the local and visitor experience and promotes environmental sustainability by recommending improvements needed to successfully balance safety and efficiency in addition to removing barriers to walking and biking. Redesigning Stateline Avenue under a Complete Streets context will close sidewalk gaps, increase separation between vehicle traffic and active transportation users, and connect to existing paths on Park Avenue and Lakeshore Boulevard. A Complete Streets design will foster economic growth by improving accessibility to local businesses and creating a more inviting and vibrant community atmosphere.

The Study will be prepared in coordination with the appropriate agencies as necessary to ensure cohesion with local, regional, state, and federal planning. It will be consistent with the ongoing South Lake Tahoe Vision Zero Action Plan, 2020 TRPA RTP, 2024 TRPA ATP, and 2024 TRPA Vision Zero Strategy. It will also be consistent with state planning such as the 2022-23 Caltrans Complete Streets Action Plan and the 2022 Caltrans District 3 ATP. It will engage in multifaceted community outreach with workshops, pop-up events, and surveys to understand the daily challenges of traveling along Stateline Avenue. The outreach process will build community ownership of the recommended solutions, with feedback loops to demonstrate how community input was incorporated into the final alternative recommendations.

Funding this Study will allow the City to bring in a qualified consultant who can assist City staff in engaging with key stakeholders throughout the process, assessing existing corridor needs and opportunities, conducting robust community engagement, and recommending innovative and context-sensitive multimodal improvements. Following completion and approval of the Study, the document will be used as a foundation for eligibility for future competitive local/state/federal implementation grant applications. Immediate next steps would include advancing the final proposed alternative to preliminary engineering, followed by final design.

Project Stakeholders

City of South Lake Tahoe. The City of South Lake Tahoe is the proposal applicant. The City will be the grant recipient and will execute the necessary agreements for transferring funds with Caltrans. The City will conduct a competitive bid process to select a qualified consultant team with multimodal transportation planning and traffic engineering expertise. The City will provide local funds to meet the 11.47 percent local match. Staff will coordinate with project partners and agencies, participate in community workshops, attend meetings, provide data and policy documents, review consultant products, and direct revisions. City staff will prepare quarterly invoices and reports for Caltrans. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

Caltrans. Caltrans district staff will be an active partner in all aspects of the project. The applicant will include Caltrans district staff when planning both technical advisory and community meetings. In addition, Caltrans district staff will help to ensure that the approved Scope of Work, Cost and Schedule, and project funding will be maintained throughout the life of the contract.

Tahoe Regional Planning Agency. The Tahoe Regional Planning Agency (TRPA) will provide coordination and input to ensure collaboration with the greater Lake Tahoe community, regional, and state goals. Staff will be invited to participate in advisory group activities and public outreach events.

El Dorado County. Appropriate personnel within El Dorado County will provide coordination and input to ensure collaboration with local and regional goals. Staff will be invited to participate in advisory group activities and public outreach events.

Consultant. The selected consultant (or team of consultants) will analyze and document existing transportation system conditions, will actively engage in the public outreach process, provide recommendations that incorporate the input from the community and partner agencies, and prepare the study document. Core components of the Study will include:

- A detailed summary of current conditions.
- Collaboration with key stakeholders and extensive community outreach.
- An evaluation of required multimodal transportation improvement projects.
- Implementation plans outlining short-term and long-term improvements, including cost estimates and potential funding sources.

Overall Project Objectives

- Assess the current roadway conditions along Stateline Avenue to identify and document necessary transportation infrastructure improvements.
- Evaluate barriers that limit community members' ability to walk, bike, or access public transit.
- Collaborate with community members, Caltrans, Tahoe Regional Planning Agency, El Dorado County, and other local agencies to gather public input throughout the planning process.
- Conduct transportation engineering and planning analyses to determine the existing and future needs of the multimodal transportation network.
- Promote a sustainable transportation system by recommending efficient multimodal infrastructure improvements and establishing a feasible implementation timeline.
- Develop strategies to reduce Vehicle Miles Traveled (VMT) by encouraging shifts to alternative transportation modes.
- Produce a report to enhance the City of South Lake Tahoe's eligibility for future grant opportunities.
- Enhance mobility for all multimodal users, ensuring inclusivity across all ages and abilities.

Summary of Project Tasks

[Project Management activities must be identified within the task they are occur and not as standalone tasks.]

Task 01: Project Administration

Conduct Project Kickoff Meeting

The City will conduct an initial meeting with Caltrans district staff to discuss grant procedures and project expectations, including invoicing, quarterly progress reports, and other relevant project information.

Quarterly Reporting

The City will submit quarterly project reports and fiscal reports to Caltrans district staff to provide a summary of project progress and grant/local match expenditures.

Invoicing

The City will submit complete invoice packages to Caltrans district staff (at least quarterly, but no more frequently than monthly).

Task Deliverables
Meeting notes, quarterly invoices, and progress reports
Quarterly reports
Invoices and other documentation as required by Caltrans

Task 02: Consultant Procurement

Prepare Request for Proposals

The City will prepare a Request for Proposals (RFP) to solicit a consultant team to develop the Stateline Avenue Complete Streets Study. The procurement process will be consistent with the standards and procedures established by Caltrans for these projects. The RFP will be distributed to qualified organizations through the PlanetBids online platform.

Select Consultant

The City will conduct a review of the proposals received and conduct interviews as necessary. The City will make the final approval of the selected consultant and execute signed contracts.

Conduct Project Kickoff Meeting with Consultant

The City will conduct an initial meeting with the selected consultant to discuss project expectations, including invoicing, expected deliverables, and other relevant project information. Caltrans district staff will be invited to participate.

Task Deliverables
Copy of the Request for Proposal, PlanetBids posting
Copy of the executed contract between grantee and consultant, copy of all amendments to the consultant contract
Project Kickoff Meeting notes

Task 1: Advisory Group

Assemble Project Management Team

The City will assign a staff member to oversee project operations. Regular project team meetings will be conducted to maintain clear communication and ensure steady progress on all tasks. Once selected, consultants will join these meetings, and Caltrans district staff will be invited to participate.

Convene Advisory Group and Conduct Meetings

The City will form an advisory group to provide project guidance and will convene at least three times during the project's duration. The group will include City staff, representatives from local and regional agencies, and other stakeholders who reflect community perspectives through relevant committees or advocacy groups. Caltrans district staff will also be invited to participate. The advisory group will identify key stakeholders for engagement, highlight important considerations, and provide relevant background on the community's conditions, history, and needs. Additionally, the group will develop strategies to ensure inclusive community engagement and maximize participation in public events.

Task Deliverables
Meeting notes and progress reports
List of Advisory Group members and meeting agendas

Task 2: Existing Conditions

Document Existing Conditions

The selected consultant will work with the City, appropriate agencies, and the currently undergoing right-of-way surveys and traffic circulation and parking analysis to compile and organize available information on existing conditions for Stateline Avenue. This information may

include but is not limited to: local context, prior planning efforts; data on vehicular and other travel modes such as transit, pedestrian, and bike facilities; traffic data; crash data. The consultant will then prepare an existing conditions report for use at meetings and public events.

Identify Opportunities and Constraints

The consultant shall identify opportunities and constraints along Stateline Avenue based on prior analysis of existing conditions, public outreach feedback received from the initial community survey in *Task 3*, and discussions with Advisory Group members and other stakeholder groups. The identified needs and challenges shall consider future growth, safety with respect to pedestrians, bicyclists, and other micromobility users, transit options, and mobility and accessibility across all ages and abilities.

Task Deliverables
Existing Conditions Report
Opportunities and Constraints Summary

Task 3: Public Outreach

Public Participation Plan

The City, in collaboration with the advisory group and consultant, will develop an outreach plan to inform the community about the project and upcoming events. The consultant will create outreach materials, and the City will distribute them through existing newsletters, mailers, and online platforms to promote events and encourage broad participation and constructive feedback. For all in-person events, the City will coordinate facilities and provide food, adhering to grant guidelines for eligible snack and refreshment expenses.

Conduct Community Survey

The consultant, in collaboration with the City and advisory group, will develop a community survey to gather input on priorities for Stateline Avenue. The survey will focus on multimodal and sustainable transportation needs, including existing travel patterns, origins and destinations, current conditions, recreational and commuter requirements, gaps in facilities, maintenance or infrastructure needs, wayfinding and signage challenges, perceived safety concerns, and other issues such as accessibility, connectivity, and barriers. To ensure broad public participation, the City will distribute the survey both online and in print through relevant community forums.

Walk, Bike, and Micromobility Audit

The City, in coordination with the consultant, will host a walk, bike, and micromobility audit for advisory group members and stakeholder partners to assess the safety, accessibility, and usability of Stateline Avenue for active transportation users. This process will allow the project team to observe and document conditions such as sidewalks, crossings, lighting, traffic patterns, safety, and accessibility features and will provide practical insight to public comments collected through the community survey and other outreach events. The findings, combined with public feedback, will provide actionable recommendations for improving active transportation for all users.

Community Pop-up Event

The consultant, in collaboration with the City and advisory group, will organize a pop-up workshop featuring informational boards at a community event (to be selected based on the community calendar) to gather input on preliminary improvement concept alternatives. The workshop will present findings from the existing conditions report and highlight opportunities and challenges along Stateline Avenue. Community members, Caltrans district staff, and key stakeholders will be invited to attend, share feedback on identified issues and focus areas, and engage directly with project team members. The provided comments will be considered in preparation of the final prioritized list of infrastructure improvements in *Task 5*.

Community Workshop #1

The consultant, in collaboration with the City and advisory group, will develop the presentation and/or informational boards for Community Workshop #1 to share detailed information on the preliminary design alternatives proposed for Stateline Avenue, address community questions, and gather input on the alternatives. The workshop will be offered both in-person and online to ensure broad participation. Community members, Caltrans district staff, and key stakeholders will be invited to attend and provide feedback. The provided comments will be considered in the final design alternative selected in *Task 5*.

Community Workshop #2

The consultant, in coordination with the City and advisory group, will prepare the Community Workshop #2 PowerPoint presentation and/or informational boards to present information on the study process and the final design alternative for Stateline Avenue to be prepared in *Task 4* based on previous analysis and feedback received in the survey, pop-up event, and Community Workshop #1. The workshop will be offered in-person and on-line to ensure broad participation. Community members, Caltrans district staff, and identified stakeholders will be invited to participate and provide feedback. The provided comments will be considered in preparation of the draft Study in *Task 5*.

Task Deliverables
Agendas, meeting notes, outreach materials, participant lists/sign-in sheets, receipts for light snacks
Community survey
Walk audit list of comments
Community Pop-up Event informational boards, list of comments
Community Workshop #1 PowerPoint and/or informational boards, list of comments
Community Workshop #2 PowerPoint and/or informational boards, list of comments

Task 4: Temporary Built Environment Demonstration

Temporary Demonstration

In conjunction with all public outreach feedback and the final alternative presented in Community Workshop #2 in *Task 3,* the City, in coordination with the consultant, will implement a temporary demonstration project of the final alternative on Stateline Avenue in order to evaluate its safety, feasibility and effectiveness. Temporary materials, such as cones or paint, will be used to create the proposed improvements and observe its impact on traffic flow, safety, and multimodal usability. Feedback from users will be gathered to inform long-term infrastructure improvements and will be considered in the 30% Concept Design in *Task 5*.

Task Deliverables
Temporary Demonstration Project Plans
List of comments

Task 5: Draft and Final Study

Develop Project Recommendations and Design Alternatives

Based on survey results and community feedback from the survey, walk audit, pop-up event, the consultant will create a prioritized list of infrastructure improvements aimed at addressing active transportation gaps, promoting bicycling and walking, encouraging transit use, enhancing

mobility and accessibility for people of all ages and abilities, addressing safety concerns, and promoting community equity. These improvements will be developed into various design alternatives based on the existing constraints of Stateline Avenue. Proposed solutions will be further refined through analyses of factors such as impacts on roadway level of service, collision reduction, environmental considerations, and pedestrian/bicycle comfort levels. These alternatives will be presented in Community Workshop #1 in *Task 3*.

The consultant will identify potential funding sources for multimodal transportation projects, including federal, state, and local grants or funds, to support the long-term financial feasibility and sustainability of the proposed recommendations. If necessary, the consultant will develop planning-level cost estimates for the recommended strategies and infrastructure improvements.

30% Design Plans of Final Alternative

Upon selecting a final design alternative from the project recommendations, the consultant will prepare a 30% design plan to establish the project's scope, alignment, and key features. This may include developing layout plans, identifying right-of-way constraints, and incorporating considerations safety, accessibility, and environmental impacts. This plan will inform the next phases of design development.

Draft Stateline Avenue Complete Streets Study

The consultant will review community input from Community Workshop #2 in *Task 3*. Based on the project recommendations and feedback received, the consultant will create a final design alternative to implement Complete Streets elements on Stateline Avenue. The consultant will conduct all necessary analyses to evaluate the potential impacts of this alternative. Additionally, the consultant will identify potential funding sources to support the future implementation of the recommended improvements. The draft Study will be thoroughly documented with relevant text, tables, graphics, and appendices. It will be submitted for review by the project team, Caltrans staff, the advisory group, and made available for public review.

Final Stateline Avenue Complete Streets Study

The consultant will make final revisions to the document based on project team, Caltrans staff, and advisory group input. Based on the project findings, the final Study will provide recommendations for implementation of the final design alternative. The final Stateline Avenue Complete Streets Study will be suitably documented with appropriate text, tables, graphics, and appendices. The project team will submit both hard copies and electronic copies of the final document to Caltrans, and credit Caltrans for its financial contribution on the cover of the report.

Task Deliverables
Project Recommendations and Design Alternatives Summary
30% Design Plan of final alternative
Draft Stateline Avenue Complete Streets Study, list of comments (project team and public)
Final Stateline Avenue Complete Streets Study (bound and digital copies)

Task 6: City Council Review/Approval

Planning Commission Review

The project team, in coordination with the consultant, will present the final Stateline Avenue Complete Streets Study at a South Lake Tahoe Planning Commission meeting.

City Council Review

The project team, in coordination with the consultant, will present the final Stateline Avenue Complete Streets Study at a South Lake Tahoe City Council meeting.

Formal Adoption of Stateline Avenue Complete Streets Study

The City Council will prepare and approve a resolution to formally adopt the final Stateline Avenue Complete Streets Study.

Task Deliverables
Planning Commission meeting agenda, meeting notes
City Council meeting agenda, meeting notes
City Council Resolution

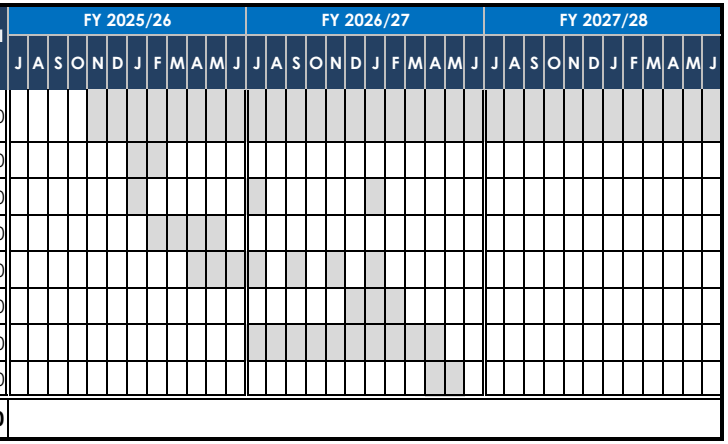
California Department of Transportation

Sustainable Transportation Planning Grant Program

COST AND SCHEDULE

Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	FY 2025-26
Project Title	Stateline Avenue Complete Streets Study
Organization (Legal name)	South Lake Tahoe
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator (posted on-line)
Reimbursements/ Invoicing	Does your agency plan to request reimburesement for indirect costs? ☐ Yes ☑ No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for invoicing purposes? ☐ Yes ☑ No

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*
01	Project Administration (no more than 5% of total grant funds)	$0	$5,000	$0	$5,000
02	Consultant Procurement	$0	$5,000	$0	$5,000
1	Advisory Group	$13,755	$1,245	$0	$15,000
2	Existing Conditions	$27,511	$2,489	$0	$30,000
3	Public Outreach	$68,777	$6,223	$0	$75,000
4	Temporary Built Environment Demonstration	$27,511	$2,489	$0	$30,000
5	Draft and Final Plan	$111,879	$10,121	$0	$122,000
6	City Council Review/Approval	$6,419	$581	$0	$7,000
	Totals	**$255,852**	**$33,148**	**$0**	**$289,000**



ATTACHMENT A

STATELINE AVENUE COMPLETE STREETS STUDY AREA

South Lake Tahoe
Stateline Avenue Complete Streets Study Area

ATTACHMENT B

TRANSPORTATION INJURY MAPPING SYSTEM (TIMS)
ACCIDENT DATA

BerkeleySafeTREC

Crash Details for: Case ID 81364443

Crash Information

County	El Dorado
City	South Lake Tahoe
Date & Time (M/D/Y)	11/30/2020 17:35
Location (Intersection)	Pine Blvd & Stateline Ave
Dist. & Dir. from Intersection	39.00 ft East
State Highway	No
Geocoded Location	38.9611511, -119.9463806

Type of Crash	G - Vehicle/Pedestrian
Motor Vehicle Involved With	B - Pedestrian
Crash Severity	3 - Injury (Other Visible)
PCF Violation Category	11 - Pedestrian Violation
Weather	A - Clear
Alcohol Involved	No

Pedestrian Crash	Yes	Bicycle Crash	No
Motorcycle Crash	No	Truck Crash	No

Map View

Street View

Parties: 2

Party Number	Party Type	Statewide Vehicle Type	At Fault	Party Direction	Movement Preceding Collision
1	2 - Pedestrian	N - Pedestrian	Yes	West	B - Proceeding Straight
2	1 - Driver (including Hit and Run)	D - Pickup or Panel Truck	No	West	B - Proceeding Straight

Victims: 1

Party Number	Victim Role	Victim Gender	Victim Age	Victim Degree of Injury
1	3 - Pedestrian	F - Female	23	6 - Suspected Minor Injury

ATTACHMENT C

LETTERS OF SUPPORT

December 20, 2024

Caltrans

RE: Stateline Avenue Complete Streets Study

To Whom It May Concern:

I am writing to express our strong support for the City of South Lake Tahoe's application through the Sustainable Transportation Planning Grant Program for the Stateline Avenue Complete Streets Study. As the Lakeside Park Association, we have a vested interest in facilitating active transportation in the area.

A complete streets study would advance multi-agency efforts for future pedestrian, biking, and micromobility projects in the Lake Tahoe region, specifically facilities serving the communities along the south shore of Lake Tahoe.

Active transportation projects such as these are designed to increase opportunities for physical activity among residents and visitors of varying ages and abilities as well as facilitate modal shifts away from personal vehicles and are highly encouraged by the Lakeside Park Association. We fully support the grant application to further these efforts promoting safer and more convenient access to multimodal facilities in the region.

Best Regards,

Nakia Foskett

Nakia Foskett | Water Systems Manager

Lakeside Park Mutual Water Company
4077 Pine Boulevard
South Lake Tahoe, CA 96150
Email: nakia@lpatahoe.com
C: 530.307.3180 | O:530.542.2314 | F: 530.542.0681

TAHOE REGIONAL PLANNING AGENCY

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.gov

January 7, 2025

California Department of Transportation
Division of Transportation Planning
1120 N Street
Sacramento, CA 95814

RE: Support for the City of South Lake Tahoe's Stateline Avenue Complete Streets Study

To Whom It May Concern:

As the federally designated metropolitan planning organization for the Tahoe Region, the Tahoe Regional Planning Agency (TRPA) would like to express its support for the City of South Lake Tahoe's Sustainable Transportation Planning Grant application. The proposed Stateline Avenue Complete Streets Study supports TRPA's goals of reducing reliance on the automobile, eliminating greenhouse gas emissions, increasing safety and security for all road users, and protecting our famed lake clarity.

A complete streets study would advance multi-agency actions to enhance pedestrian, biking, and micromobility options along the South Shore of Lake Tahoe. TRPA's 2024 Active Transportation Plan identified the Stateline Avenue Complete Streets project as a priority because of its location in a town center and potential to reduce vehicle trips and increase safety. This project is being developed in conjunction with two nearby active transportation projects: a Class 1 path to the Northeast from Lake Parkway to Laura Drive and a Class 1 path to the East connecting to Van Sickle Bi-State Park. This project will create a safe, accessible connection from the neighborhoods to the commercial areas of the town center, recreation destinations, and transit hubs. Overall, the project will help the region reduce its vehicle miles traveled and allow for a more vibrant environment and economy.

In addition to transportation benefits, this project includes stormwater enhancements which are increasingly important under a changing climate. The current informal dirt parking on shoulders and lack of sidewalks generates sediment that runs off directly into the lake, harming lake clarity. This project would install stormwater infrastructure to capture and treat stormwater before it can reach Lake Tahoe.

The Tahoe Regional Planning Agency is proud to support this multi-benefit complete streets study that aligns with regional and local goals. Thank you for your consideration.

Sincerely,

Julie W. Regan

Julie W. Regan
Executive Director
Tahoe Regional Planning Agency

Bicycle Advisory Committee (BAC), of the
South Lake Tahoe Recreation Facilities
Joint Powers Authority (JPA)
Advisory Committee members:
Peter Fink, David Reichel, Russ Dahler, Charles Nelson
Paul Amato, Nick Speal, and Lindsay Fransen

January 8, 2025

Caltrans

RE: Stateline Avenue Complete Streets Study

To Whom It May Concern:

As Chair of the South Lake Tahoe Recreation Facilities Joint Powers Authority (JPA) Bicycle Advisory Committee (BAC), I wish to express our strong support for the City of South Lake Tahoe's application through the Sustainable Transportation Planning Grant Program for the Stateline Avenue Complete Streets Study. In our role advising the JPA, we support active transportation in the area. In particular our Committee recommends specific bicycle trail projects for funding with JPA special assessment revenues. One of the JPA's signature programs is providing annual maintenance funding to the City of South Lake Tahoe for its Class 1 bicycle trails.

A complete streets study would advance multi-agency efforts for future pedestrian, biking, and micromobility projects in the Lake Tahoe region, specifically facilities serving the communities along the south shore of Lake Tahoe.

Active transportation projects such as these are designed to increase opportunities for physical activity among residents and visitors of varying ages and abilities, as well as facilitate modal shifts away from personal vehicles. In our role as the BAC to the JPA, we fully support this grant application to promote safer and more convenient access to multimodal facilities in the region.

If you have any questions, please contact Bruce Eisner, contract staff to the JPA, at 530-545-9905 or beisner.sltjpa@sbcglobal.net.

Sincerely,

Peter Fink
Chair

cc: JPA Members
BAC Members

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 17

Agenda Item: South Tahoe Parks Foundation Community Tile Fundraiser Donation Acceptance & Sponsorship Approval

Executive Summary: The South Tahoe Parks Foundation utilized the services of Polar Engraving to launch a tile fundraiser campaign to support scholarship access to the new Multigenerational Recreation & Aquatics Center (Rec Center). Tiles were personalized with messages and clip art images and will be displayed on a seating wall near the entrance of the new Rec Center Purchasing tiles began at $150 and the campaign was intended as a community level fundraiser to support scholarship access for passes and programs for the new Rec Center. The community purchased 152 tiles raising $34,320 after fees and production costs. Tiles will be delivered to the project this fall for installation by the construction team. These funds will be transferred into the New Rec Center Trust Fund Account 704-04290-36280 to support scholarship access for passes and program for the new Rec Center.

Requested Action / Suggested Motions: Pass a Resolution: 1) authorizing and directing the Mayor to accept $34,320 in donations from the South Tahoe Parks Foundation into the New Multigenerational Recreation and Aquatic Center Donations Account; 2) authorizing and directing the Mayor to approve the tile sponsorships; and 3) authorizing the City Manager to execute the acknowledgement letter.

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

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

Attachments:

01-Staff Report STPF Community Tile Fundraiser Donation Sponsorship.docx
02-Resolution - Donations from the Parks Foundation.docx
03-South Tahoe Parks Foundation Tile Sponsors.pdf
04-Donation Approval Form STPF Tiles.docx
05-Sponshorship Approval Form STPF Community Tiles.docx
06-Donation Acknowledgement Letter South Tahoe Parks Foundation.docx

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

Meeting Date: September 9, 2025

Title: South Tahoe Parks Foundation Community Tile Fundraiser Donation Acceptance & Sponsorship Approval

Location: Citywide

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

Background: The South Tahoe Parks Foundation utilized the services of Polar Engraving to launch a tile fundraiser campaign to support scholarship access to the new Multigenerational Recreation & Aquatics Center (Rec Center). Tiles were personalized with messages and clip art images and will be displayed on a seating wall near the entrance of the new Rec Center. Purchasing tiles began at $150 and the campaign was intended as a community level fundraiser to support scholarship access for passes and programs for the new Rec Center. The community purchased 152 tiles raising $34,320 after fees and production costs. Tiles will be delivered to the project this fall for installation by the construction team.

These funds will be transferred into the New Rec Center Trust Fund Account 704-04290-36280 to support scholarship access for passes and program for the new Rec Center.

Issue and Discussion: Council is asked to Pass a Resolution authorizing and directing the Mayor to accept $34,320 in donations from the South Tahoe Parks Foundation into the New Rec Center Trust Fund Account 704-04290-36280 and approve the sponsorship of the community tiles to be installed on the seating wall near the entrance of the new Rec Center.

Financial Implications: $34,320 budget amendment will be loaded into the New Rec Center Trust Fund Account 704-04290-36280 for scholarship access. At the end of each fiscal year, funds will be transferred to the General Fund's Recreation Programs revenue account, based on the actual scholarship support provided upon approval by the Parks Foundation.

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

Policy Implications: This action is consistent with the 2025-2030 Strategic Plan Strategic 7.7 Continue to improve access for people of all abilities to all public spaces.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Accept Donation from South Tahoe Parks Foundation for Scholarships and Approve Tile Sponsorships

BACKGROUND

A. The South Tahoe Parks Foundation utilized the services of Polar Engraving to launch a tile fundraiser campaign to support scholarship access to the new Multigenerational Recreation & Aquatics Center (Rec Center).
B. Tiles were personalized with messages and clip art images and will be displayed on a seating wall near the entrance of the new Rec Center.
C. Purchasing tiles began at $150 and the campaign was intended as a community level fundraiser to support scholarship access for passes and programs for the new Rec Center.
D. The community purchased 152 tiles raising $34,320 after fees and production costs. Tiles will be delivered to the project this fall for installation by the construction team.

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

1. Authorize and direct the Mayor to accept $34,320 in donations from the South Tahoe Parks Foundation into the New Rec Center Trust Fund Account 704-04290-36280.
2. Authorizes the Finance Director to amend the Fiscal Year **2024-2025** budget by adding $34,320 to the revenue account 704-04290-36280.
3. Authorizes the Finance Director to amend the Fiscal Year **2025-2026** budget by adding $34,320 to the "Transfers out to the General Fund" account 704-04290-50001 to disburse donations for scholarship support, as approved by the Parks Foundation.
4. Authorize and direct the Mayor to approve the donation and sponsorship forms.
5. Authorizes City Manager to execute the Donation Acknowledgement letter.

Adopted by the City of South Lake Tahoe City Council on September 9, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

South Lake Tahoe Parks Foundation 4X8 Tiles

Line1	Line2	Line3
Karen, Cameron	& Kelsey Allen	Ruth Waterman
THE STARK FAMILY	JOHN, DEANNA,	JAKE & SOFIA
Doug Gayner		
South Lake Tahoe	Survivors of	Suicide Loss
In Tahoe we grew	Love made this home	Rousse and Jaegers
TAHOE IS FUN4U	STAY & PLAY	KRIS KEESLING
Here for the views,	stayed for the peeps	Kels & Shoe
XPROS	Kevin Mason	Steve Zehren
Lisa Calderon	Aliyah C.H.	1982 | 2015
Kayla Mason	Alex McClea	2002
The Gyarmati Family	Adam, Lauren,	Adelyn and Mae
Ann and Barry Weiss	Making lives better	together since 1970
Like a forest night	Like springtime mtns	Jason, Lisa, & Aspen
Hawken Family	Leanne, Sage & Wags	
Victor A & Melissa A	Isabella G. H.	Will R & Brittnie H
ROVERUD	FAMILY	
Lalee-Pop Barnes	loves Shelly, Mark,	Lily & Sage
THE ZEBO FAMILY	DAVE, LAUREN & SOFIA	
Steve and Iris	CrossFit Lake Tahoe	Keep Movin’
In Loving Memory	John & AJ Romo	
James & Hazel	Pollard	
CJ Enriquez	and Family <3	Stay hydrated!
THE SHIH FAMILY	HENRIK HAYDEN PETER	CORLISS & BENTLEY
Embrace Nature!	Passion 4 Tahoe	Janet McDougall
Austin Angell	Coach	
The Raab Family	Ezri, Zara, Nyah,	Gabriel & Jenna
GG & Sapo Boatwright	Love You - Zoot!	N. M. N. K. C. B. W.
Larry K. Stephenson	and	Carolyn Bates
Mady, don’t forget	you gotta be in it	to win it! Love Mama
MALLEIN FAMILY	Heavenly Valley	
Rodney & Kris	Riddle	
Jack McQuirk	1943-2021	SLT Mens Bridge
Colleen & John	HOFFMAN	10-10-2015
When in doubt,	throttle out.	- Todd Woodward
MARY J. LUCKEL		
Like the stars	Love is eternal	Zachary Brown
Life Is Better	At The Lake	Tueckes Family
4 Our Grandkids	Aiyla & Kallon	Thank U Jesus
Justin & Amanda	Blessed 4ever	EST 4-19-18 SLT
Alvarez Blessed	Hernan, Dannie	Alex & Amanda
Hernan & Dannie	Blessed 4ever	EST 9-19-87 SLT
The	Letton	Family
Cartwright	Reinwald	Family
Mark, Sophie and	Beans Costigan	SLT Love
The	Brubaker Family	And Leo

The Anderson-Strouds
In Memory of
TURK FAMILY 2025
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE
The
Irma D. Anderson
The
Alexis, Valerie

The Poseley Family
WE MADE IT HAPPEN
STEVE TIPTON
Bob & Jenny Haas
G. Busby Family
The Heilig Family
Anderson and
Jeff Meston SLTFR
Jade & Jeff Ingram
HINSEY
Harold &
Adrian & Kelly
Bryant
Bryant
Katie
Dreux Rozan Family
Poohachoff
Are we skiing or
IRVIN FAMILY
Koeck Fam
Henderson Fam
Mabuhay!
She is the queen
CHEERS TO COMMUNITY!
Keep Calm &
the
in loving memory
THE TILLSON FAMILY

Shawn, Heather,
Stanley Techmanski
Jerrod, Janet
POLICE OFFICERS
POLICE OFFICERS
Goldenberg
Charitable Endowment
Mulato
& Jerry Rudd
Ron and Renee'
Our Year-Round
CHUCK & DIANNE
KRISTIN MANN

Bob, Eileen
Ronco
Fire Chief
Est. 2025
MANNING-MORRIS
Alana Watson
Escobedo
Family
Family
Jesse&Jacob
Vero & Ludo,
Family
talking about skiing
JOE, KATIE, MICHAELA
Strength
For Our Kids
Escobar and
of make believe
AIMI X. & DAN RICH
Skate On!!!
Burke-Gregorich
John Bakosh
MICHAEL, KELLY

Eveleyn, & Willa
06-19-2020
Hailey & Luna
ASSOCIATION
ASSOCIATION
Family

Family
So.Tahoe Swim Team
Landau
Wonderland
PREVEDELLI
BIG BLUE DEEP PLAY

Alex, Ashley, Mia
Families
2013-2019

FAMILY
Sandy & Karen Owens
Kayden, Elle, Addie
SLT 2024
SLT 2024
Moreland
Justine, Aimery

Cheva and Mike Gabor
AND POOKAH
and Honor
Tahoe Strong
Caricungan Family
Evangeline/ Yeva H.
MILA & DRAKE RICH
The Proctors
family
Suzanna Bakosh
VIVIAN & VANCE

South Tahoe Parks Foundation 8X8 Tiles

Line1	Line2	Line3	Line4
From the family of	Jessica Chan	Quang Nguyen	Miles & Warren
Bickert	Matthews	Family	
Proudly Built	By Members	Of Carpenters	Local 1789
Rokusek Smith Family	Supports Recreation	Loves Lake Tahoe	Residents 50 Years +
Valerie Perkins	Nana Extraordinaire	We Love You	-
In honor of	Barbara & Billy	Ramsey	50th Wedding
Kalina Rose Gillick	Molly Lois Gillick	Patrick John Gillick	* For the people of
Abernathy	Lewandowski	Family	Emily, Phil, &
Yellow Submarine	Sandwiches	and	The Mullin
SOUTH LAKE TAHOE	MOOSE LODGE	# 1632	
Yure Family	Buster snd Aileen	Alex and Erin	Britty and Conor
John & Diane D'Amico	Stay Active	Stay Healthy	
Help to Make Your	Real Estate Dreams	Your New Reality!	Kim Valverde
For the Love of	Tahoe Youth &	Community	Bruce Eisner &
Enjoy this wonderful	place, preserve it	for all who visit	Vermillion Family
	The Heemstra Family	----------	John, Jen,
Corp. Harold Johnson	United States Army	1943 - 1945	World War II Veteran
Ken and Mary Lou	Whitcomb		
For the Community,	the Games, the Fun	And the Memories	
MARYON	AND	JIM	TILLEY
Shelly, Mark	Lily & Sage Thomsen	- Let her sleep -	for when she wakes
Every kind thing	you do has a	ripple effect...	The
The Scarvie Party	Tom	Carrie	Zephyr
In Loving Memory of	Henry G Murdock	Carol Murdock	Philip Sturgeon
IN MEMORY OF	Joseph & Rosemary	Hegenbart	and
Gary & Angela Moore			
CASTELLANOS	FAMILY	Nathan	Ralph
In memory of	Karen Bennett Martin	aka Penny to Texans	My Loving Butterfly
In memory of	Karen Bennett Martin	aka Penny to Texans	I miss you so much
Kate Bowler	Erin Bowler	Julia Bowler	Emily Bowler
Campgrnd by the Lake	L & G Orlando Family	Camping 1983-Present	Louis, Goldie, Diana
SOUTH LAKE	TAHOE	POLICE OFFICERS	ASSOCIATION
SOUTH	LAKE TAHOE	POLICE OFFICER'S	ASSOCIATION
BARCLAY FAMILY	GLENN, NANCY	NICK, MICHELE, NORA	
	Brian Marchiel	Christina Marchiel	Dylan Marchiel
Just Keep Swimming!		To My Tahoe	Swim Family
THE MOUNTAINS	ARE CALLING	AND WE MUST GO!	Nila Ruslen
In Loving Memory of	Susie Laney		The
In Memory of	Emily Ann Alessi	143	The Alessi & Trella
Coach Derek Beller	For your dedication	to building our	skills & confidence!
Teri Harrigan and	Greg Case	wish all good health	Be light of spirit
JOSEPH & DARLENE	MOREDA	&	FAMILY
We are so lucky to	Live here	LOVE OUR WILDLIFE!	
BFD/KEY	ARCHITECTURE	---	Keep Tahoe
James and Rosemary	Stevens		

Jim, Anne,
ELOVSKI
Aunt Ava
Kylee, David
Steve & Kim
Faster, Higher,
The Grubbs Family
Phoebe,
The Summers Family
South Lake Tahoe is
We Love Lake Tahoe
The Shehadi Family
The
KAREN S WALSH
Trent &
Row, Row, Row
Where Tahoe love
Ride Free Sweet Girl

Elizabeth E Ouzts
Be Your Best!
The Maxhimer Family
The McIntyre Family
Be a good sport:

Sarah, & Mark Manha
Eric and Theresa
Hartman
Ava & Emily
Weiss
Stronger - Together
The Ervin Family
Swim like a

the place to play!
Hetherton Family
Since 1969
Novasel
Swim in silence
Devin
Your Boat.
began with the
In Loving Memory of

Nancy B Ouzts
******
John and Margie
Todd, Deb
Practice, hustle,

are Proud Supporters
Teagan

Finnegan

Carpe Diem
2025
Barramundi!

Jon and Kelary
Dick & Wendy
Family
and let your success
Russell
Love,
Garcia, Jones,
Giada Lancellotti

April 11 2011
Jerry Bindel
Justin and Andrea
Shelby and Brady
give it your best!

of the SLT
Tessa
’Doing Good for the

’Recreation a
Paul & Amy Lawrence
* * * * * * *

Jeff & Rose
Kailer and Kaden
Mark & Scott

make the noise.

Bunny & Crocky
Trueba, and
11/17/11 - 6/7/25

And we two like the
Julie Snyder
Kyle and Rachael

Weidinger

Line5	Line6
To Tahoe With Love	
Future Generations	
Miriam Sarah Lainey	James Lilah Clay
Anniversary	
South Lake Tahoe to	use and enjoy
Sebastian	
Family	
Declan,Cooper,Sutton	
CB Select RE	
Sandy Hill	
Evan, and Owen	
Always In Our Hearts	
- The Cecilio Family	
GO, GO, GO, ENJOY	
she will move MTNs	
Koeck Family	
Orion	
Rebecca Payton	Alex Payton
Bob & Marion	Ottman
Betty	
Brooks	
Brooks	
Kathy, Louie, Sheryl	& our Families
SWIM, DANCE, PLAY!	
Dreas Marchiel	
-- CJH	
Pavel Pragin	
Watson Sisters	
Family	
2024-5 Masters Class	
and strong of heart	
Beautiful!	

Parks Foundation
TahoeFamilyTime
Benefit of ALL’
’’Community First’’
Positive Choice’

Love & Adventures
Fabry Family

Ottman
Jace and Jolie
Mike & Ryan Live Love Give Laugh

White families
LLG

strong oak shall flower eternally
& Family
Blake Peyton William _____

Public Relations

CITY OF
SOUTH LAKE TAHOE

DONATION APPROVAL FORM

Name of Donor:_____South Tahoe Parks Foundation

Address: P.O. Box 9967, South Lake Tahoe, CA 96158 Phone: None Listed

Description of donation: South Tahoe Parks Foundation utilized the services of Polar Engraving to launch a tile fundraiser campaign. Tiles can be personalized with messages and clip art images and will be displayed on a seating wall near the entrance of the new Recreation & Aquatics Center. Tiles begin at $150 and the campaign was intended as a community level fundraiser to support scholarship access for passes and programs for the new center. The community purchased 152 tiles raising $32,495 after fees and production costs. Tiles will be delivered to the project this fall for installation by the construction team.

Donor estimate of current value: $34,320

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost, any other cost required for acceptance/completion: Tiles will be installed as part of the construction project at no additional cost.

Intended use: Display community fundraising efforts and funding goes to support scholarship access for passes and programs.

Conditions of acceptance or donor designation: None.

Remarks: We greatly appreciate these generous donations from community members and the oingoing support of the South Tahoe Parks Foundation

City Department receiving donation: Parks & Recreation

Account Number for Revenue: 704-04290-36280

APPROVED BY:

		Name/ Title	**Signature**	**Date**
Up to $5,000	Department Head			
Up to $10,000	Finance Director			
$5,000 to $10,000	City Manager			

Over $10,000: Date Approved by City Council: _____

CITY OF
SOUTH LAKE TAHOE

SPONSORSHIP APPROVAL FORM

Date of Application: ___8/14/25_____

Name of Sponsor:_____South Tahoe Parks Foundation

Address:__PO Box 9967, South Lake Tahoe, CA 96158 Phone# None Listed

Name and location of Event/Program/Project Sponsored: Community Tile Fundraiser for New Recreation & Aquatics Center

Description and/or amount of Sponsorship: $34,320

In exchange for: Community tiles displayed at new Recreation & Aquatics Center seating wall.

Sponsoring Department or Event: Parks & Recreation Department

Attach full advertising, marketing, logo or graphic design in sufficient detail to determine content and final appearance to Special Events Coordinator or Department receiving sponsorship for review prior to final approval.

Naming Rights Proposal: Yes_____ No:__X_____ If yes, provide details of exchange benefits, proposed name, term of proposed agreement, specific location, attach additional information, maps, photos where necessary: _____

All Naming Rights Proposals require a written Naming Rights Agreement by the City Attorney and must be approved by City Council.

Potential cost, on-going maintenance, replacement cost, city requirements or conditions for acceptance:Tiles will be installed by the project construction team. Tiles will not be replaced if they become damaged over time.

Account Number for Revenue: 704-04290-36280

APPROVED BY:

		Name/ Title	**Signature**	**Date**
Up to $5,000	Department Head			
Up to $10,000	Finance Director			
$5,000 to $10,000	City Manager			

Over $10,000: Date Approved by City Council: _____

CITY OF
SOUTH LAKE TAHOE

DONATION ACKNOWLEDGEMENT

September 9, 2025

South Tahoe Parks Foundation

Dear South Tahoe Parks Foundation,

The City of South Lake Tahoe would like to thank you for your generous donation in the amount of **$34,320** to support scholarships for the new Recreation & Aquatics Center. Your support will assist in furthering our strategic goals.

No goods or services, in whole or in part, were exchanged for this contribution. Your contribution is tax deductible to the extent allowed by law.

Please send contribution to: City of South Lake Tahoe, 1901 Lisa Maloff Way, Revenue Division, South Lake Tahoe, CA 96150.

Every donation makes an impact to better our community, and we are so thankful for your support.

Sincerely,

Joseph Irvin
City Manager

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 18

Agenda Item: Hazardous Fuels Reduction Agreement with Acres Forestry

Executive Summary: The Fire Department is seeking approval to enter into a Professional Services Agreement with Acres Forestry for the City of South Lake Tahoe SNPLMA R18 hazardous fuels reduction project. The scope of work includes environmental permitting and the project operations include the cutting, mastication, removal, and/or rearrangement of fuels to meet the vegetation specifications of the Cal Fire Forest Fire Prevention Exemption. The project will take place on 149.82 treatable acres of City of South Lake Tahoe property located at the South Lake Tahoe Airport, Tahoe Vista Area, Campground by the Lake and Recreation Center parcels. The total amount of this contract will not exceed $398,909.30.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Professional Services Agreement with Acres Forestry in an amount not to exceed $398,909.30 for the City of South Lake Tahoe SNPLMA R18 Hazardous Fuels Reduction Project.

Responsible Staff Member: Jay Manning, Division Chief

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

Attachments:

- 01-Staff Report - Fuels Reduction.docx
- 02_Acres_Forestry_Agreement Revised.pdf
- 03 - Acres Forestry SLT Bid.pdf
- 04 - Valuation Scoresheet - SNPLMA Fuel Reduction Project.xlsx
- 05 - SNPLMA Map Package 2025.pdf

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

Meeting Date: September 9, 2025

Title: Approval of Professional Services Agreement with Acres Forestry in the amount of $398,909.30 for the "City of South Lake Tahoe SNPLMA R18 Hazardous Fuels Reduction" Project

Location: South Lake Tahoe Airport, Tahoe Vista Area, Campground by the Lake and Recreation Center parcels

Responsible Staff Member: Jay Manning, Division Chief

Background: The City of South Lake Tahoe is committed to protecting life, property, and the environment from the effects of a catastrophic wildfire. The City's objective is to work closely with experts in resource management to plan, implement, and support fuel reduction and forest restoration projects. By preparing for the threat of a catastrophic wildfire, the city looks to create an Fire Adapted Community (FAC) as described in the Lake Tahoe Community Wildfire Protection Plan (CWPP). In support of this objective, the city pursued and received funding through the Department of the Interior, Bureau of Land Management (BLM) Southern Nevada Public Lands Management Act (SNPLMA) to support fuel reduction efforts within the city of South Lake Tahoe to conduct Hazardous Fuels Reduction work on 149.82 treatable acres.

Issue and Discussion: The city desires to enter an agreement with a competitively selected contractor, Acres Forestry, not exceeding $398,909.30 to provide hazardous fuels reduction work on the city of South Tahoe Hazardous Fuels Reduction project. Services will include mechanical cutting, mastication and vegetation removal based on feasible entry of mechanical equipment and available merchantable timber. The project area, located within three separate areas of South Lake Tahoe on city owned property, consists of 149.82 treatable acres, as shown in the attached treatment area map package.

Responsible state land managers and the city will perform all planning and permitting acquisition with the Registered Professional Forester from Feather River Forestry, LLC and serve as project management to the project. Each unit has specific operational plans, specifications, and treatment prescriptions, as outlined in a Vegetation Management Plan included in the RFP and agreement. All timber operations shall comply with the CA Forest Practice Rules and 14 CCR 1038.3, Forest Fire Prevention Exemption.

The RFP-solicitation process was compliant and per City policies and federal funding award terms and regulations. An RFP was posted on Planet Bids on June 30, 2025. Six proposals were received on August 4, 2025, and reviewed by a panel of five evaluators comprised of staff from the South Lake Tahoe Fire Department, Lake Valley Fire Protection District, the Tahoe Fire and Fuels Team coordinator, the Finance Department, and a Registered Forester from Feather River Forestry, LLC contracted by the city for this project. Proposals were reviewed for responsiveness and evaluated

on proposal content requirements based on weighted points criteria. Acres Forestry scored the highest points and was ranked #1. Upon approval of the contract award, Acres Forestry can

commence services immediately upon receiving the permits and approvals to proceed by BLM for the project and further fuel reduction efforts in the City of South Lake Tahoe.

Financial Implications: Available funds for this contract are currently appropriated in the budget through previously awarded BLM SNPLMA R18 grant funding in the amount of $851,700 for the South Tahoe Hazardous Fuel Reduction project. Funds are available within account number 100 02240 42025 for Contractual Services. The City will follow all federal regulations, OMB circulars, and BLM grant terms and conditions to ensure the highest degree of compliance for full reimbursement of expenses for this project.

Environmental Considerations: The Forest Practice Act's regulatory scheme has been certified for exemption from CEQA's requirements for preparation of an Environmental Impact Report. A Timber Harvest Plan in Title 14 of the California Code of Regulations is functionally equivalent to an Environmental Impact Report under the California Environmental Quality Act under Public Resources Code section 21080.5. Because the subject area is within a Fire Hazard Severity Zone Map, it is subject to the forest fire prevention exemption in California Code of Regulations, Title 14, section 1038.3, from the requirement to prepare a Timber Harvest Plan. This exemption is being submitted to Cal Fire for review and approval. The project will require a Tahoe Basin Tree Removal Permit or be conducted under a valid TRPA Memorandum of Understanding under Section 1038.3(n). No work will begin until all environmental permitting is complete.

Policy Implications: Approval of this contract will allow the City to meet the goals of fuel reduction and vegetation management within the community through our project planning as part of the Community Wildfire Protection Plan (CWPP).

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 9th day of September 2025 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Acres Forestry** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for one year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B and Exhibit D** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$398,909.30** 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. Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

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

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

5. 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.

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

7. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

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

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

9. Consultant's Books and Records.

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

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

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

for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

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

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

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

11. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the

performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

a. Will not serve in a staff capacity and will conduct research and arrive at conclusions with respect to their 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. 18700.3(a)].

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

13. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out their 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.

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

15. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims,

demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

16. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for their 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.

v. Pollution Liability Coverage. Consultant shall maintain pollution liability insurance for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than two million dollars ($2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

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

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the

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

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

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

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

If to Consultant: Acres Forestry
535 Cold Springs Rd
Placerville, CA 95667

Provide a copy to: Same as Above

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract,

Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

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

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor,

employee, or applicant for employment because of ancestry, age, color, disability, genetic information, gender expression, gender identity, marital status, medical condition, military or veteran status, national origin, race, religion, reproductive health decision making, sex/gender, or sexual orientation. 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.

24. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

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

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who performs grant activities under this Agreement:

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

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both,

and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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

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

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

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

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

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

31. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding

upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

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

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

CITY OF SOUTH LAKE TAHOE:	CONSULTANT:
By_____	By _____
City Mayor	Treyton Northrup, Owner
Date _____	Date _____
	Business License # _____

APPROVED AS TO FORM:

By_____ Date _____

City Attorney

ATTEST:

By_____ Date _____

City Clerk

Attachments:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule / Timeline
Exhibit C - Anti-Lobbying Certification
Exhibit D – Southern Nevada Public Lands Management Act (SNPLMA) R18 Executed Grant Agreement
Exhibit E – Vegetation Prescription

EXHIBIT A

SCOPE OF SERVICES

Acres Forestry is proposing to implement hazardous fuels reduction services on approximately 149.82 treatable acres of City of South Lake Tahoe property. The project aims to mitigate wildfire risks, enhance community safety, and maintain ecological integrity through targeted vegetation management practices. Responsible federal land managers and the City of South Lake Tahoe will perform all planning and permitting acquisition with our Registered Profession Forester Feather River Forestry, LLC, who will serve as the project management. Each unit has specific operational plans, specifications and treatment prescriptions. Specific project details are outlined in the Vegetation Prescription (**Exhibit E**) and all timber operations shall be compliant with the CA Forest Practice Rules and 14 CCR 1038.3, Forest Fire Prevention Exemption.

The scope of work includes hand thinning, mechanical harvesting, mastication, and selective removal of hazardous fuels to meet the specifications outlined in the Vegetation Management Plan (**Exhibit E**). The project will utilize specialized tools and techniques tailored to each unit, including cranes, bucket trucks, mastication, and roll-off trucks for timber removal. Operations will prioritize safety, minimize collateral damage, and comply with seasonal restrictions and environmental regulations.

The phased approach will focus on creating defensible space, improving evacuation routes, reducing fuel continuity, and promoting ecosystem resilience. Acres Forestry will be responsible for timber tax reporting and delivering processed materials to utilization facilities.

This project is a critical step in advancing the City's commitment to wildfire prevention and creating a Fire Adapted Community as outlined in the Lake Tahoe Community Wildfire Protection Plan.

The City of South Lake Tahoe is committed to reducing wildfire risk and enhancing community fire protection within its Direct Protection Authority (DPA). Through funding provided by the U.S. Department of the Interior, Bureau of Land Management, the City will implement hazardous fuels reduction treatments on approximately 149.82 acres of City-owned forested lands. The project will focus on three high-priority areas: the Lake Tahoe Airport, the Tahoe Vista

Neighborhood, and the Campground/Recreation Complex. Project objectives include reducing hazardous fuel loads in dense urban forests by removing ladder fuels, old slash, dead and dying brush, and other dry woody materials to decrease biomass and vegetation density. Treatments will mitigate crown fire potential and surface fire behavior in untreated forest stands through strategic thinning of live and dead/dying trees up to 30 inches in diameter, breaking up ground fuel continuity, and reducing brush fields to improve overall forest health.

A key component of this project is creating a minimum of 100 feet of defensible space around 14 critical airport facilities, including Fire Rescue Station 4, City Hall, the Air Traffic Control Tower, and fuel storage infrastructure. Additionally, vegetation treatments will be conducted on approximately 51.64 acres within the Tahoe Vista and Airport sites using low-ground-pressure equipment (<10 psi) to minimize environmental impact. This fuels reduction initiative is a vital step in safeguarding the City of South Lake Tahoe's residents, infrastructure, and surrounding natural resources from the increasing threat of catastrophic wildfire.

Acres Forestry, a small business that works closely with our subcontractor Deadwood Forestry to implement fuels reduction projects throughout the Sierra Nevada. We have a successful track record working together to complete projects on both private and public lands. Safety is of the utmost importance for not only our crews but for the public that recreates in and around the treatment boundaries. Signs notifying the public of timber operations will be posted in a conspicuous manner throughout the project area. All work will be completed within one year of completed contract date.

Airport

Mechanical: This unit will be completed using a whole tree system composed of a feller buncher, skidder, processor, and log loader. We will start in the sample mark area in order to get familiar with the desired trees to be left. Trees will be cut and skidded to the nearest specified landings where trees will be processed down to 6 inches. The far south area will be accessed via the conservancy land and all treated material will be skidded north of the pinch point to a landing suitable for processing and loading trucks.

All slash will be piled neatly within landings in a manner that will support full consumption when burned at a later date. These burn piles will be constructed so as to not scorch residual trees. All trees will then be loaded onto trucks and sent to a biomass facility in woodland. All equipment utilized will have a ground psi of less than 10. All leave trees will be limbed at a height of no less than 8 ft

above ground. We will finish treatment by using our remote-controlled masticator to mulch up all residual slash in the unit to provide a park-like finish.

Hand Treatment: All hand treatment areas will be completed via our subcontractor Mtn. View Reforestation. They have a proven track record working for us in the past and provide efficient 20 man hand crews that do great work. All hand work units will be hand cut and chipped that will be broadcast throughout the units to a depth of no less than 6". 90% of surface fuels will be treated in order to eliminate ladder fuels throughout the treatment area.

Campground

Mechanical hand mixed: Due to the sensitivity of a campground, this unit will have mixed mechanical and hand thinning to reduce ground impact and to protect existing infrastructure. We will use hand falling to remove the dead/dying and suppressed trees that will be 100% marked. Small diameter trees that are unmerchantable will be chipped and broadcasted in the campground making sure to keep the immediate sites and their parking spaces clear of chip. Larger removals that have merchantable lengths will be shipped to Tahoe Forest Products or Woodland Biomass for maximum utilization.

Tahoe Vista Neighborhood

This unit will be treated using hand fallers, a cat 310 excavator, a track chipper and a remote-controlled masticator. First, hand fallers will cut trees to spec and the excavator will follow behind to feed our chipper to chip all trees that don't meet the utilization specs from woodland biomass. This broadcast material will not exceed 4" depth. All remaining trees will be hand processed and loaded onto log trucks to be taken to the woodland biomass facility. Our remote-controlled masticator will finish up by masticating any residual slash within the unit.

ADDITIONAL CONSIDERATIONS

1. Protecting the environment will be a top priority during operations. All operators will have maps denoting property lines/unit boundaries, stream protection zones, etc. All temp roads will be decommissioned and blocked in order to prevent further use.

2. To reduce fire risks during our work a 300 gallon water trailer outfitted with firefighting equipment and tools will be onsite during operations along with a 50-gallon high pressure foam injection system on our side-by-side.

3. Safety Plan

-Strict control of the work area is critical during logging operations. A Cal/OSHA-defined "competent person" must evaluate each logging area for hazards and make an appropriate logging plan of action. Know and understand this logging plan before starting work. Work areas are designed so that cut trees won't land in adjacent, occupied areas. Respect the assigned work areas. Make sure that you are stationed at least two tree lengths away from the nearest cutting zone.

-When entering a cutting zone, evaluate the area for hazards. Note the slope of the land, wind conditions, and look for signs of loose bark, broken limbs, or other tree damage. Plan and prepare for retreat zones in case of an emergency. Evaluate each tree and its falling path for hazards and potential problems before cutting. Don't work downhill from a cutting area because trees or limbs can slide or roll after cutting.

-Always follow the manufacturer's instructions on logging equipment and tools. Use the appropriate equipment and tools for each job and keep them maintained. Repair or replace logging equipment and tools when necessary. Attend and understand the training that your employer offers on logging operations, unpredictable situations, and medical emergencies or first aid.
-Be careful when working around mobile logging equipment such as trucks, skidders, and loaders. Wear your seatbelt and don't allow coworkers to grab onto the equipment for a ride. Maintain the equipment and ensure it has appropriate safety features such as a roll bar or falling object protective guards. Take care around loaded vehicles and equipment because piles of logs can be unstable.

-Wear your personal protective equipment (PPE). Gloves protect your hands while chaps or saw pants protect your legs. Your head, face, and eyes should be protected with a hard hat that has a chin strap and the use of goggles or a face shield. Use hearing protection such as ear plugs or earmuffs but stay alert for emergency warning signals. Steel-toed shoes with a supportive ankle are a must to protect your feet. Lastly, know where you and your coworkers are in relation to the activities that are going on nearby. Although your job is important, your safety is more important.

-Communications: We get cell reception in select areas throughout the sale so we can utilize for emergency calls. Furthermore, we have high-powered crew radios we can maintain contact with each other in case of emergency. For serious injuries we have high powered forest service compatible radios we use while contracting on fire assignments that we can use to hit repeaters and local dispatch centers for serious emergencies.

-9 Line Medical Evacuation Request that we can utilize:
1. Grid location of pickup site
2. Radio frequency, call sign
3. Number of patients by precedence a. Urgent b. Urgent-Surgical c. Priority d. Routine e. Convenience
4. Special Equipment a. None b. Hoist c. Extraction Equipment d. Ventilator 5. Number of patients by type L ____# Patients litter A ____# Patients ambulatory
6. (Peacetime) Number and type of wound, injury. Specific information regarding casualty(ies).
7. Method of marking a. Panels b. Pyrotechnic signal c. Smoke signal d. None e. Other
8. Patient Nationality and status a. U.S. Military b. U.S. Civilian c. Non U. S. Military d. Non U.S. Civilian e. EPW
9. NBC/terrain description (wartime) N. Nuclear B. Biological C. Chemical N/A
9. (Peacetime) detailed terrain feature description
-Hazardous Materials Spill Plan: Confine the spill. If it starts to spread, dike it up with sand and soil. Use absorbent material such as cat litter, absorbent pillows, soil, sawdust, or absorbent clay to soak up the spill. Shovel all contaminated material into a leak proof container for disposal. Every vehicle will be equipped with a spill kit in case there are hydraulic oil spills, motor oil spills, or fuel spills on the project.

Tasks to be performed:

Pre-Project assessment and planning with Fuels Division Staff and RPF from Feather River Forestry, LLC.

Conduct unit delineation, delineate access routes, and identify sensitive resources (watercourses, soils, wildlife habitat).

Establish approved access routes, staging areas, and create vehicle/worker safety zones.

Forest trail closures: add planning, signage, detours, and coordination with land managers to protect pedestrians during mastication and tree-falling activities.

Safety when falling trees near pedestrians: add a Faller Safety Plan and defined exclusion zones, spotter requirements, and public-access controls.

Public notification and stakeholder coordination: formalize communication with trail users and surrounding communities.

Use trained crews with proper PPE; comply with safety standards for chain-saw and brush-cutting activities.

Implement BMPs for water quality, soil protection, and wildlife considerations; mitigate potential disturbances to sensitive species; follow TRPA/NEPA/CEQA guidance as applicable.

Conduct post-treatment checks to verify acreage treated, percent mastication vs thinning, and debris volumes.

Perform spot checks to ensure operational standards (soil disturbance limits, fuel reductions, residue depth) are met.

Stabilize disturbed areas, reseed or re-vegetate as required, and restore access and staging areas to pre-project conditions or approved post-project condition.

QA/QC reports documenting compliance with prescriptions, vegetation metrics (e.g., percent reduction in surface fuels, residual tree density as applicable), and adherence to performance standards.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Project Area	Treatment Type	Quantity	Unit	Price Per Unit	Total Cost ($)
Lake Tahoe Airport	Mechanical Thin	51.64	Acres	$3,495.00	$180,481.80
Lake Tahoe Airport	Hand Thin/Chip	59.18	Acres	$1,375.00	$81,372.50
Tahoe Vista Neighborhood	Mechanical Thin	9.00	Acres	$5,395.00	$48,555.00
Campground/Recreation Complex	Mechanical Thin	30.00	Acres	$2,950.00	$88,500.00
***Not to Exceed Price per**	**Unit**	149.82	Acres	Total	$398,909.30

Timeline

Fall 2025 after notice to proceed from BLM - Equipment Mobilization

Start work Mid September to Early October on the Tahoe Vista parcel – 2 Weeks

Mid October work through the South Tahoe Airport Property – 4 Weeks

Mid November work through the Campground by the lake after campground is closed before Thanksgiving – 2 Weeks

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:

Treyton Northrup, Owner
Acres Forestry

By:_____

NOTICE OF AWARD

1. DATE ISSUED MM/DD/YYYY 12/27/2022	1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 15.235 - Southern Nevada Public Land Management	
3. ASSISTANCE TYPE Cooperative Agreement	
4. GRANT NO. L23AC00023-00 Originating MCA #	5. TYPE OF AWARD Other
4a. FAIN L23AC00023	5a. ACTION TYPE New
6. PROJECT PERIOD MM/DD/YYYY From 12/27/2022	Through MM/DD/YYYY 12/26/2028
7. BUDGET PERIOD MM/DD/YYYY From 12/27/2022	Through MM/DD/YYYY 12/26/2028

AUTHORIZATION (Legislation/Regulations)

Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901, PL 105-263

8. TITLE OF PROJECT (OR PROGRAM)

SNPLMA Fuels Reduction - South Lake Tahoe, Project SL01, Priority 18-13

9a. GRANTEE NAME AND ADDRESS

CITY OF SOUTH LAKE TAHOE
1901 Airport Rd
South Lake Tahoe, CA, 96150-7009

9b. GRANTEE PROJECT DIRECTOR

Ms. Lori Marino
1901 Airport Rd STE 107
South Lake Tahoe, CA, 96150-7004
Phone: 5305427410

10a. GRANTEE AUTHORIZING OFFICIAL

Ms. Lori Marino
1901 Airport Rd STE 107
South Lake Tahoe, CA, 96150-7004
Phone: 5305427410

10b. FEDERAL PROJECT OFFICER

Ms. Michelle Eis
1340 Financial
Reno, NV, 89520
Phone: 775-861-6418

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only
II Total project costs including grant funds and all other financial participation

			II
a.	Salaries and Wages	$	44,840.00
b.	Fringe Benefits	$	14,580.00
c.	Total Personnel Costs	$	59,420.00
d.	Equipment	$	0.00
e.	Supplies	$	0.00
f.	Travel	$	0.00
g.	Construction	$	0.00
h.	Other	$	0.00
i.	Contractual	$	851,700.00
j.	TOTAL DIRECT COSTS	$	911,120.00
k.	INDIRECT COSTS	$	0.00
l.	**TOTAL APPROVED BUDGET**	$	911,120.00
m.	Federal Share	$	851,700.00
n.	Non-Federal Share	$	59,420.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	851,700.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	851,700.00
13. Total Federal Funds Awarded to Date for Project Period	$	851,700.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ● Yes ○ No)

See next page

GRANTS MANAGEMENT OFFICIAL:

Amy Marshall, Grants Management Officer
222 WEST 7TH AVENUE
13
ANCHORAGE, AK, 99513-7504
Phone: (907) 271-2816

17. VENDOR CODE 0071343800 | **18a. UEI** FG8YLL3CQ3J1 | **18b. DUNS** 095883476 | **19. CONG. DIST.** 04

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051029462-00010	$851,700.00	12/27/2022	12/26/2028	5232	SNPLMA Haz Fuels Project #SL01, 18-13

REMARKS:

Notice of Intent (NOI) Announcement Number: L-LSNPLMA-22-001
Application: L-2022-000034
SNPLMA Project SL01, Priority 18-13, Fuels Reduction - South Lake Tahoe City of South Lake Tahoe - South Lake Tahoe Fire and Rescue

Total Amount of Federal Funding: $851,700.00
Required Cost Sharing: None required; however recipient contributing $59,420.00.
Indirect Cost Rate: None
Program Income: None

Cost Share must be reported per section 4.D.2 of the Terms and Conditions.

Required Periodic Status Reporting: Annual Reporting is required for the SF425 Financial Reports and Performance Reports. Submit reports to: GrantSolutions.gov

Refer to Attachment No. 1 for Award Terms and Conditions
Authority: Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901, PL 105-263

This cooperative agreement is made and entered into by the Department of the Interior (DOI), Bureau of Land Management (BLM), Nevada State Office (NVSO), and City of South Lake Tahoe, the recipient, for the purpose of transferring something of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.

Acceptance of a Federal Financial Assistance award from the DOI carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

BLM substantial involvement by the BLM Program Officer (PO); Refer to the Terms and Conditions, Attachment No.1, paragraph 2B.

Prior to making any drawdown in ASAP; See 3. ASAP Draw Down Requirements for SNPLMA Projects and copy the following people:
Amy Lee, BLM Business Services Division National Operations Center (NOC): aelee@blm.gov
Gary Thompson, Finance Manager, BLM Business Services Division National Operations Center (NOC): garythompso@blm.gov
Gianna Vaccaro, PO/SNPLMA Program Manager for Hazardous Fuels: gvaccaro@blm.gov

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
12/27/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	12/26/2028	Final	04/25/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
12/27/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	12/26/2028	Final	04/25/2029

AWARD ATTACHMENTS

CITY OF SOUTH LAKE TAHOE L23AC00023-00

1. L23AC00023 Attachment 1

1. COOPERATIVE AGREEMENT OBJECTIVES:

A. Objective(s):
South Lake Tahoe Fire Rescue of the City of South Lake Tahoe will reduce 149.82 acres of hazardous fuels at three City-owned properties to reduce the severity of wildfire behavior, improve defensible space protection to adjoining private lands, and enhance forest ecosystem health. Three locations selected from the Community Wildfire Protection Plan and endorsed by the Tahoe Fire and Fuels Team include: Lake Tahoe Airport, Tahoe Vista Neighborhood, and Campground/Recreation Complex.

B. Public Benefit(s):

1. Protect communities by reducing the risk of catastrophic wildfires by removing hazardous fuels.
2. Conserve and restore natural resources by maintaining or increasing the quality of natural resources and protect their ecological integrity and sustainability.

C. Federal Award Performance Goals:

- Reduce fuel loading in high density forests, removal of ladder fuels, old slash, dead or dying brush, and dry woody materials from the understory; vegetation treatment activities will focus on reducing biomass and density of vegetation through trimming and cutting
- trees and excess vegetation for chipping of approximately149.82 acres of land in the wildland-urban interface within the City of South Lake Tahoe, CA to reduce crown fire potential and surface fire behavior in high density forests that have not been treated, as well as improve forest health.
- Reduce the fire hazard on approximately 90-150 feet/acre by removing ladder fuels, breaking the ground fuel continuity by appropriate biomass mitigation strategies, reduce brush fields, and thin live trees and dead/dying trees up to 24" DBH.
- Create defensible space barriers varying from approximately100-300 feet to protect approximately 14 critical airport building assets which house emergency response equipment for South Tahoe Fire Rescue, including an aircraft hangar, City Hall, the Air Traffic Control Tower, and a fuel farm.
- Vegetation treatment on approximately 9.2 acres of the Tahoe Vista site utilizing hand crews in stream environmental zones.
- Monitoring and assessment of pre and post treatment conditions on the project areas to ensure consistent assessment methodology and data.
- Tree Inventory of each treatment unit area will be completed before timber operations, noting species, size, and number of trees per acre.

2. PROPOSED WORK

A. The Recipient's Nomination Package dated 09/14/2020, as submitted through the SNPLMA Round 18 nomination process, entitled *"Fuels Reduction - South Lake Tahoe,"* and assigned SNPLMA project number SL01, priority number 18-13, is accepted by the

BLM and incorporated herein, as part of this agreement. The recipient will also develop and maintain a project workplan, as accepted by the BLM, in the SNPLMA Management and Reporting Tool or "SMART" online database.

Additional documents incorporated by reference: Recipient GrantSolutions application number LSNPLMA-2022-000051, dated 03/23/2022 to include Standard Form (SF) 424 Application for Federal Assistance, SF-424A (Budget Information - Non-Construction Programs), Budget Detail, signed Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, or Cooperative Agreement, Revised Budget Narratives submitted 7/21/2022 and 11/1/2022.

Additionally, the recipient agrees to:

- Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement.
- Adhere to the Recipient procurement plan and federal procurement standards under 2 CFR § 200.318. Ensure federal, state, and local government permits are obtained, if required.
- Initiate, complete, and provide proof of documentation compliance with federal environmental and cultural resource laws, e.g., National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Migratory Bird Treaty Act, and the National Historic Preservation Act (NHPA), as applicable.
    - The Grant Management Officer (GMO) and Program Officer (PO) will provide additional information on the NEPA and NHPA compliance in a separate document.
    - The recipient must provide to the GMO and PO documentation that confirms compliance is satisfactorily completed before the recipient will be allowed to proceed project implementation. When proof of compliance has been provided, the PO will respond in writing (email or letter) to the recipient (and e-copy the GMO) a "SNPLMA notice to proceed" to allow the recipient to proceed with project implementation.
- Include the following conspicuously placed disclosure for materials generated for display or distribution (brochures, flyers, public planning documents, public scoping meetings, videos, etc.): "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state and local projects that benefit communities and public lands."
- Provide project signage conspicuously placed, which states: "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state, and local projects that benefit communities and public lands."

B. In addition, the BLM will:

- Review and accept the recipient's project work plan before funds are authorized for expenditure.
- Approve the recipient to transition from planning activities to implementation of the project objectives following the acceptance of prerequisite environmental, cultural/historic, and/or land-use compliance and documentation requirements.
- Closely monitor the project's quarterly status information for scope, time, and amount and its compliance with the SNPLMA Implementation Agreement.
- Conduct a pre-work, progress, and final site visits.
- Manage the change management process, including the request, decision, and post-decision actions involving the project's scope, time, and amount.
- Ensure completion of the project's deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.

C. The recipient will also be responsible for significant developments, i.e., events which may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the recipient must inform the PO as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

3. TERM OF AGREEMENT

A. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of six (6) years.

The BLM will consider continued support of the project upon; (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

B. Budget and Program Revisions

1. Recipients must submit in writing to the BLM's PO any request for budget or program revision in accordance with 2 CFR §200.308.

2. Modifications:
   - Requests to modify this Agreement's scope, time, or amount will require advance approval of the authorized SNPLMA official. A request for modification must be made to the SNPLMA Division using the modification request form in the SNPLMA Implementation Agreement, Part Two, Appendix L Project Modification Form.
   - Request to modify this Agreement's scope, time or amount shall be submitted no later than 120 calendar days before the current Agreement end date.
   - Requests for extensions for the reimbursement of funds will be considered on a case-by-case basis.
   - Requests to modify this Agreement's scope, time, or amount that receive approval from the SNPLMA Division via a decision memo signed by the SNPLMA authorized representative must complete additional steps/documentation to modify this Agreement through Grant Solutions and receive a modified agreement executed by the GMO.
   - This Agreement may be modified by written agreement signed by both the Recipient's Authorized Representative and the GMO. Administrative changes (i.e., GMO or PO name change, etc.) that do not change the work plan, scope, time, or amount, may be unilaterally signed by the GMO.
   - All other changes shall be made by bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

C. Termination. This agreement may be terminated in accordance with the provisions of2 CFR, Subpart D, §200.340, Termination and the procedures outlined in the SNPLMA Implementation Agreement.

4. FINANCIAL SUPPORT AND PAYMENT METHOD

A. Funding. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

   Funds obligated but not expended by the Recipient in a fiscal year may be carried forward and expended in subsequent fiscal years consistent with the period of performance in this Agreement.

B. Maximum Obligations. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the

availability of funds. The total obligations, including modifications, represent the amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for, nor shall the recipient be responsible to perform, any effort that will require the expenditure of Federal funds above the current obligated amount.

C. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the Recipient chooses to expend funds in excess of the approved project budget, the Recipient will be responsible to fund the excess without funding participation by the Bureau.

D. Cost Sharing and Matching

Cost sharing for this agreement shall be in accordance with 2 CFR, Subpart D, §200.306, Cost sharing or matching.

1. There is no cost share or match legislatively required for this award.

2. The recipient in providing a voluntary match of $59,420.00 in the approved nomination. The recipient is required to document the cost-share or match in accordance with the 2 CFR, Subpart D, §200.306, Cost sharing or matching.

E. Program Income

Program income generated under this award can be as follows:

1. There is no Program Income associated with this award.

F. Indirect Costs

1. The Recipient is not requesting reimbursement for Indirect Costs.

G. Payment by Reimbursement

1. Payment will be made by draw-down reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System. See following website: http://www.fms.treas.gov/asap Treasury Circular 1075 (31 CFR §205) requires that drawdowns to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements

by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

2. Funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds, must be disbursed before requesting additional cash payments.

3. ASAP Draw Down Requirements for SNPLMA Projects:

   - Prior to requesting an ASAP drawdown, the Recipient shall send an email to the appropriate program specific PO (aka SNPLMA Program Manager) and e-copy the BLM representatives identified below, with the amount of funding to be drawn down **at least 3 days before** requesting the ASAP draw down. If the ASAP draw down request contains multiple projects by the Recipient, the Recipient shall provide the PO a list of the projects to draw down funds separated by agreement number and amount.

     - Gianna Vaccaro, gvaccaro@blm.gov - PO/SNPLMA Program Manager for Hazardous Fuels category; **and e-copy**
     - Amy Lee, aelee@blm.gov – SNPLMA Sr. Accountant, BLM National Operations Center (NOC);
     - Gary Thompson - gthompso@blm.gov – SNPLMA Accountant, BLM NOC; and
     - Robert Wandel, rwandel@blm.gov – SNPLMA Assistant District Manager, BLM SNPLMA Division.

   - An ASAP draw down will be made only in the amount(s) necessary to meet the current reimbursement needs. The GMO and PO may request additional information to support the drawdown of funding. The drawdown of funding may not commence until the additional documentation or justification is received. The PO will confirm the Recipient may complete the draw down via email.
   - An ASAP draw down can occur as frequently as needed. The Recipient shall make every effort to stay within the quarterly projections submitted to the PO through the SMART database, however, if the recipient needs to draw down more funding than previously projected, the Recipient will provide justification via email to the PO prior to initiating the ASAP draw down request.
   - The Recipient must retain documentation to support all ASAP draw downs, organized by draw down. Failure to retain the appropriate level of documentation to support the draw down may result in a determination that the reimbursement, or certain costs within the reimbursement, is/are not allowable or allocable to the federal award.
   - Approval to complete a drawdown of funding does not imply the expenditures are allowable or allocable. The GMO and/or the PO will complete progress

and final financial file reviews to determine the allowable and allocable costs to the federal award. Expenditures that are determined to be unallowable or unallocable after disbursement will be deducted from the next draw down request.

- At the completion or termination of the Agreement, unused funding shall be returned through ASAP to the BLM. This must be completed within the 120-day payment period following the performance period end date.

H. Payment Review

If a recipient has a history of poor performance, financial instability, uses a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding Federal funds, they may be determined to be "high risk" and be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all draw-down requests reviewed and approved prior to their being released. Recipients on agency review must submit a completed SF-270 Request for Advance Payment or Reimbursement for each payment requested along with a detailed explanation of how the costs correspond to the approved budget categories as listed on their Application for Federal Assistance SF-424A Budget Information and their Detailed Budget Breakdown or Challenge Cost Share Program Commitment Document, whichever is applicable. Being put on Agency Review does not relieve the recipient of required financial or performance reporting requirements.

I. System for Award Management (SAM, www.SAM.gov)

Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, www.SAM.gov). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

5. PERFORMANCE & FINANCIAL MONITORING

A. In accordance with 2 CFR §200.328 Financial Reporting and §200.329 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the

recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

1. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.

2. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if: (1) award recipients are properly accounting for the receipt and expenditures of federal funds; (2) expenditures are in compliance with federal requirements and award special conditions; and (3) proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial, performance, and (if applicable) youth employment status reporting is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards. The periodic status reporting required under this agreement is as follows.

NOTE: Financial and Performance will be on a yearly reporting cycle for both Financial and Performance Progress Reporting is identified in the Notice of Award.

A. Federal Financial Reports

1. Recipients of Federal financial assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or SF-425 and SF-425A. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF-425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all expenditures and obligations are for the purposes set forth in the agreement. The SF-425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties. Blank SF-425 forms with

instructions are available on the Grants.gov web site, URL: http://www.grants.gov/web/grants/forms.html.

B. Performance Reports

1. Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR, Subpart D, Section 200.329 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:

   - Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 of this document).
   - The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
   - Prediction of future activities and how they will be accomplished.
   - Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the BLM program the Federal awarding agency should include this as a performance reporting requirement.
   - Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
   - Reports are to be submitted electronically within the GrantSolutions system under reporting.

2. Although the Recipient may not be required to report quarterly to the GMO on the FFR or SF-425, the Recipient must submit quarterly financial status reports in the SMART online database. The SMART online database collects status from the previous quarter and funding for the future quarter, as detailed in the table below:

Current Federal Fiscal Year (FY) Quarter	SMART Opens	SMART Closes	Quarterly Status Progress Reporting for:	ASAP Requests and Expended/Obligated for:
Q1	October 1	October 31	Q4 Previous FY (Jul-Sep)	Q2 Current FY (Jan-Mar)
Q2	January 1	January 31	Q1 Current FY (Oct-Dec)	Q3 Current FY (Apr-Jun)
Q3	April 1	April 30	Q2 Current FY (Jan-Mar)	Q4 Current FY (Jul-Sep)
Q4	July 1	July 31	Q3 Current FY (Apr-Jun)	Q1 Following FY (Oct-Dec)

The Recipient will send a transmittal letter to the SNPLMA Division, signed by the Recipient's authorized representative, certifying the amount of projected funding, in total and per project (as necessary), being requested for draw down in the following quarter, and project compliance with the policies, procedures, and guidelines in the current SNPLMA Implementation Agreement.

3. In addition to the annual performance report required by the 2 CFR §200.328, the Recipient shall submit an annual report in the SMART online database. The annual report in SMART is a summary of the previous year's activities. At the end of the project, the annual report serves as the final report. The final report is a summary of all major activities and accomplishments over the term of the Agreement and includes the appropriate SNPLMA performance measures.

   The Recipient will send a transmittal letter to the SNPLMA Division, signed by the Recipient's authorized representative, certifying the progress on the project in compliance with the policies, procedures, and guidelines in the current SNPLMA Implementation Agreement. This transmittal letter can be combined with the transmittal letter for financial reporting required in the previous section.

C. Property Reporting

1. SF-428 Tangible Personal Property Report is also required under the terms and conditions of this cooperative agreement. Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents, or securities. Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally owned property consists of items that were furnished by the Federal government.

Reporting Period Dates	***Submit Reports By***
Award Start Date *through* September 30, 2023	March 31, 2024*

*If Federally Owned Property, report required annually. Any property acquired under this agreement; report required every two years thereafter for the life of the agreement.

D. Real Property Reporting

1. Recipients of SNPLMA funding are expected to maintain the real property acquired, constructed, or created, in the same condition or better in perpetuity, unless or until disposition instructions for the real property are issued by the GMO to the recipient. The Recipient is responsible for submitting a report on the status of real property in accordance with 2 CFR, Subpart D, §200.330 Reporting on real property.

2. The Recipient shall submit to the GMO and PO a report on real property annually for the first 3 years following completion of the project, and then every 5 years thereafter.

7. LIABILITY, INSURANCE, AND INDEMNIFICATION

A. Liability. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.

B. Indemnification. The recipient hereby agrees:

1. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.

2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).

3. To provide workers' compensation protection to the recipient's officers, employees, and representatives.

4. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the recipient, its agents, and employees.

5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the recipient will constitute termination of this agreement by the BLM.

C. Flow-down. For the purposes of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

D. Identified Activities. All activities carried out in connection with this financial assistance agreement.

8. BLM PROPERTY STANDARDS

A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used, or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR, Subpart D, §200.311 to §200.316, Property Standards.

B. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Refer to 2 CFR, Subpart D §200.310.

C. Intangible Property.

1. Title to intangible property (see 2 CFR §200.315 Intangible Property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

4. The Federal government has the right to: (a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

D. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).

E. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.

F. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, woodchippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

9. KEY OFFICIALS

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in the place of their designated key official.

10. GENERAL TERMS AND CONDITIONS

A. See the Bureau of Land Management's "Financial Assistance Award Terms and Conditions" for the administrative and national policy requirements applicable to BLM awards.

B. **Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters**

C. Program Legislation and/or Regulations:

1. Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to http://www.doi.gov, or its equivalent as provided by their organization or State law. For more information go to URL: https://www.doi.gov/scientificintegrity.
2. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

3. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

   Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or

contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4. Order of Precedence. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR, Part 200; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; and (f) the recipient's project proposal.

C. 2 CFR §1402.315 Availability of data

(a) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.

(b) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and
(2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

11. SPECIAL TERMS AND CONDITIONS

A. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

B. Buy America Domestic Procurement Preference: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the DOI may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).

10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions
"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

12. DEFINITIONS & ACRONYMS

Agency Review: If a recipient has a history of poor performance, financial instability, has a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding federal funds, they may be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all payments must be requested, reviewed, and approved prior to their being released.

Award Recipient: The Award Recipient is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

BLM: Bureau of Land Management may, also be referred to as Bureau.

CFR: Code of Federal Regulations.

DOI: Department of the Interior.

FFR: Federal Financial Report or Standard Form (SF) 425.

Financial Assistance Agreement: This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term "grant" includes grants and/or cooperative agreements awarded by the Federal Government to eligible recipients.

Federal Award Date: The date when the Federal award is sign by the BLM Grants Management Officer

FY: Federal Fiscal Year which runs from October 1 through September 30 each year.

GMO: Grants Management Officer, the only individual in the BLM who is authorized to obligate funds, award, modify, and/or terminate assistance agreements.

GMS: Grants Management Specialist, the administrative individual authorized to prepare assistance agreement awards and modifications, but who cannot obligate funds, award, modify, and/or terminate the agreement.

Nomination: Means the Recipient's proposal for SNPLMA funding. The term "nomination" is used synonymously and interchangeably with the term "project."

NHPA: National Historic Preservation Act

NTE: Not-to-exceed amount, the maximum Federal funding amount available for reimbursement to the recipient.

OMB: The Office of Management and Budget. OMB leads development of government-wide policy to assure that grants are managed properly and that Federal dollars are spent in accordance with applicable laws and regulations. OMB Circulars that apply to this agreement may be found on the OMB Website, URL: http://www.whitehouse.gov/omb/circulars_default/.http://www.whitehouse.gov/omb/circulars_default/

PI: The BLM Project Inspector, the technical advisor assisting the BLM Program Officer in administering and monitoring the technical aspects of the agreement. The Project Inspector is not authorized to modify this agreement or obligate the Government in any way.

PO: The BLM Program Officer, appointed for the purposes of monitoring the technical aspects of the agreement. The PO will work closely with the RPM and is authorized to clarify technical requirements, and review and approve work which is clearly within the objectives specified in this agreement. The PO will review financial, performance, and youth employment reports, and review and recommend approval of payments to the GMO if a recipient is on Agency Review. The PO is not authorized to modify this agreement or obligate the Government in any way.

Recipient: The organization and/or individual named in Box 5. of the "Grant and Cooperative Agreement" cover sheet.

RPM: The recipient's Project or Program Manager, designated to direct the project or activity being supported by the agreement. The RPM is responsible and accountable to the recipient and BLM for the proper implementation of the project or activity.

SMART: Stands for the "SNPLMA Management and Reporting Tool." SMART is an online database accessible through www.blm.gov/snplma and is the required platform to complete the work plan, reimbursement requests (aka forecasting drawdowns to occur through ASAP), and all reporting requirements of the SNPLMA Implementation Agreement.

SNPLMA: The Southern Nevada Public Land Management Act of 1998 (SNPLMA), Public Law 105-263, as amended. SNPLMA authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark, Lincoln, and White Pine Counties, and Carson City in Nevada (subject to limitations); development and implementation of multi-species habitat conservation plan in Clark County, Nevada; and development and implementation of comprehensive, cost-effective, multi-jurisdictional hazardous fuels reduction and wildfire prevention projects for the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City in Nevada, and the Spring Mountains in southern Nevada (subject to limitations).

SNPLMA Implementation Agreement: The SNPLMA Implementation Agreement is a document that contains the business rules necessary for the nomination, approval, implementation, modification, closeout, reporting, and compliance with all SNPLMA-funded projects or nominations. The SNPLMA Implementation Agreement is accessible online through www.blm.gov/snplma.

13. FULL TEXT TERMS AND CONDITIONS

1. **Department of Interior Conflict of Interest Term and Condition:**
   a. The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Grants Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
   b. The Grants Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Grants Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Grants Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.
   c. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
   d. Definitions:
      (1) Conflict of Interest is defined as any relationship or matter which might place the Recipient, its employees, and/or its Subrecipients in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Subrecipients in the matter.
      (2) Close Personal Relationship means a Federal award program employee's childhood or other friend, sibling, or other family relations that may compromise or impair the fairness and impartiality of the Proposal Evaluator and Advisor and Grants Officer in the review, selection, award, and management of a financial assistance award.
      (3) Discretionary Federal Financial Assistance means Federal awards including grants and agreements that are awarded at the discretion of the agency.
      (4) Employment means:
         (a) In any capacity, even if otherwise permissible, by any applicant or potential applicant for a Federal financial assistance award;

(b) Employment within the last 12 months with a different organization applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award; and/or

(c) Employment with a different organization of any member of the organization employee's household or a relative with whom the organization's employee has a close personal relationship who is applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award.

(d) Non-Federal entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.

(e) Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term Recipient does not include Subrecipients.

(f) Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual who is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

4. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (January 2015)

(a) Definitions. As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker"—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR Part 541,

(iii)Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR §10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR §10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e., those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR Part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the

contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;
(ii) The worker's occupation(s) or classification(s);
(iii) The rate or rates of wages paid;
(iv) The number of daily and weekly hours worked by each worker;
(v) Any deductions made; and
(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR §10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR §10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR Part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Anti-retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any

complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

END OF AGREEMENT

EXHIBIT E: VEGETATION PRESCRIPTION

I. MECHANICAL THINNING:

A. GENERAL FOREST RESILIENCE EXEMPTION REQUIREMENTS:

(1) All fuel treatments shall be completed within one (1) year from the date the Director receives the notice. This requirement does not apply to burning, which instead shall be completed within two (2) years from the date the Director receives the notice.

(2) The QMD of trees greater than eight (8) inches dbh in the Harvest Area shall be increased in the post-harvest stand.

(3) Except within constructed or reconstructed Temporary Road prisms, only trees less than thirty (30) inches in stump diameter, measured eight (8) inches above ground level, may be removed.

(4) All trees that are harvested or all trees that are retained shall be marked or sample marked by, or under the supervision of, an RPF before felling operations begin.

(5) The following canopy, retention, and spacing standards shall be achieved on at least eighty (80) percent of the Harvest Area:

(i) Minimum post treatment Canopy cover is 40% outside of WLPZs, 50% within Class I & II WLPZs.

(ii) Post treatment stand shall contain no more than two-hundred (200) trees per acre over three (3) inches in dbh.

(ii) Vertical spacing shall be achieved by treating dead fuels, excluding dead branches on the trees retained for stocking, to a minimum clearance distance of eight (8) feet measured from the base of the live crown of the post-harvest Dominants and Codominants to the top of the dead surface or ladder fuels, whichever is taller.

B. MECHANICAL THINNING TREATMENT PRESCRIPTION: Trees to be harvested in unmarked areas shall be harvested according to the following designation prescription:

(1) Tree removal shall target suppressed, Intermediate, and understory trees In order to increase crown to base height and the Quadratic Mean Diameter of the stand.

(2) Only trees less than thirty (30) Inches in stump diameter, measured eight (8) Inches above ground level, may be removed asper 14 CCR 1038.3(h).

(3) In stands where the preharvest crown canopy of Dominants and Codominants is occupied by trees less than fourteen (14) inches in dbh, a minimum of one-hundred (100) trees over four inches in diameter shall be retained per acre for site I, II, and Ill lands as per 14 CCR 1038.30).

(4) The following canopy, retention, and spacing standards shall be achieved on at least eighty (80) percent of the Harvest Area as per 14 CCR 1038.3(k):

(a) Minimum 40% post treatment canopy closure shall be retained outside of the WLPZ.

(b) Post treatment stand shall contain no more than two-hundred (200) trees per acre over three (3) inches in dbh.

(c) Vertical spacing shall be achieved by treating dead fuels, excluding dead branches on the trees retained for stocking, to a minimum clearance distance of eight (8) feet measured from the base of the live crown of the post-harvest Dominants and Codominants to the top of the dead surface or ladder fuels, whichever Is taller.

(5) Slash and woody debris shall be treated to achieve a maximum post-harvest depth of six (6) Inches above the ground .

(6) All surface fuels within one-hundred-fifty (150) feet of an Approved and Legally Permitted Structure, which could promote the spread of wildfire, shall be chipped, burned, or removed within forty-five (45) days from the start of Timber Operations.

(7) To provide for wildlife habitat, conifer snags 16" DBH and greater and over 20 feet tall shall be retained at a maximum rate of 2 per acre where they exist in the preharvest stand, provided they do not pose a safety risk during and following timber operations. Native shrubs, brush, large down woody debris, and similar ground cover may be retained in a "mosaic" arrangement provided such arrangement does not provide for the vertical or horizontal continuity of fuels within the residual stand.

(8) The level of residual Stocking shall be consistent with maximum sustained production of high-quality timber products. The residual stand shall consist primarily of healthy and vigorous Dominants and Codominants from the preharvest stand. Trees retained to meet the Basal Area stocking standards shall be selected from the largest trees available on the project area prior to harvest. In no case shall stocking be reduced below the standards found within 14 CCR§ 913.3 [933.3, 953.3] (a): 14 CCR 933.3(a)(I)(A)(Southern) states: On Site Ill mixed conifer lands, at least 75 sq. ft. per acre of basal area shall be left, and on Site Ill lands where greater than 50% of the basal area Is pine, at least 75 sq. ft. per acre of basal area shall be left.

C. MECHANICAL THINNING TREE SELECTION: Trees to be harvested will include select codominant, intermediate, and suppressed trees where upon removal will eliminate the vertical continuity of fuels (ladder fuels) and horizontal continuity of fuels (tree crowns) for the purpose of reducing the rate of spread, duration and intensity, fuel ignitability, or ignition of tree crowns. Only trees less than thirty (30) inches in stump diameter, measured eight (8) inches above ground level, may be removed as per 14 CCR 1038.3(h). Trees specifically targeted for removal include those 1) In the suppressed and Intermediate crown classes, 2) those with poor vigor such as less than 30%

live crown, sparse crown, or otherwise poor form; 3) and those with visible structural defects, and/or evidence of insect and/or disease infestation. Codominant trees may be removed to reduce horizontal crown fuel continuity and stand density, provided the stand QMD increases within the residual stand as per 14 CCR 1038.3(g) and the minimum stocking standards of 14 CCR 933.3 are met.

WILDLIFE CONSIDERATIONS: Conifer Snags 20"+ DBH and over 20 feet tall shall be retained at a minimum rate of 2 per acre where they exist in the preharvest stand provided they do not pose a safety risk during and following timber operations.

II. HAND THINNING SPECIFICATIONS

The silvicultural treatment within the project will be a thinning from below of conifers up to and including 12 inches DBH, and surface fuels. Approximately 90% of surfaces fuels shall be treated, with a requirement of surface fuel removal within 10 feet of overstory conifer dripline. Vegetation will be altered to provide at least 10 feet from the top of the surface fuel to the bottom of the live crown of adjacent conifers. A general horizontal and vertical discontinuity of fuels will be created through the implementation of this prescription. Cut vegetation shall be hand thinned and broadcast chipped according to the Project Map. Post-treatment woody residue within treatment units shall be no greater than six inches in depth, and shall not be piled against residual vegetation.

1.The Contractor shall select the highest quality conifer and remove surrounding, competing brush, and conifers to the specified diameter limit for the unit. Space trees an average of 20’ x 20’.

2.Remove all target trees where they exist under the canopy/within the drip line of trees to be retained.

3. Do not remove conifers that are growing in open areas 25 feet or more from other trees.

4. Residual timber (leave trees) shall consist of healthy, vigorous dominant, and codominant trees with full crowns, greater than 40% live crown, free of defect and the best phenotypes of the pre-harvest stand.

5. Overstory retention priority shall generally be in the following order: Sugar/Western White Pine, Jeffrey Pine, White Fir, Lodgepole Pine.

6. Vegetation will be altered to provide at least 10 feet of clearance from the top of the surface fuel. Pruning may be necessary to achieve this 10-foot vertical clearance distance. If pruning is utilized to achieve this clearing distance, the following specifications shall be followed:

a. Hand tools shall be utilized to complete pruning.

b. Pruning cuts shall be made just outside of the branch collar, not flush with the tree bole, to ensure sealing of the cut and to prevent leaving "stobs" on residual trees.

c. Pruning slash shall be treated according to the slash abatement standards of the unit where it is created.

7. All snags up to 16" DBH will be cut and treated to the specifications herein unless otherwise indicated by the RPF or designee. Fell snags shall be limbed of aerial fuels, with resulting slash treated to the specifications herein to the greatest extent possible.

8. All brush species shall be treated. All brush within 10 feet of dripline of residual conifers shall be removed. (Dripline is defined as the line that is perpendicular to the longest limbs of the residual tree canopy.) Brush beyond this zone shall be treated to create an effective fuel break. Operators shall leave residual brush clumps in a natural "mosaic" arrangement to provide for wildlife habitat, provided such clumps are not located within 10 feet of driplines and do not contribute to horizontal or vertical continuity of the fuels.

9. Live and healthy willow, cottonwood, and other riparian species shall be avoided unless otherwise indicated by the RPF or designee.

10. Pockets of pre-existing slash either from natural mortality, current, or past timber harvest operations shall be treated to reduce the size of material and height of the fuel concentration.

11. If material is ground skid to a chipper, the Contractor is responsible for constructing waterbars on all skid trails at a maximum distance of 150 feet apart.

12. Chipped material shall be spread out to an average depth of 6 inches or less. Material shall not be concentrated into piles or against residual vegetation, including residual tree boles.

13. Tree stumps and stems shall be no taller than 4" above ground, measured on uphill side, or 4" above natural obstacles that must be avoided such as boulders. Maximum residual surface fuel size is 18” x 3”.

14. Isolated logs that exhibit progressed decay characterized by lack of bark and twigs, faded wood color and soft wood texture, or logs that are incorporated into mineral soil may be left unaltered by the Contractor, provided they are isolated and do not contribute to a concentration of surface fuels. No aerial fuels are allowed on leave logs.

15. Berms created from equipment movements that are greater than 12” in height of soil (not litter/duff) must be dispersed or brushed over to even out the surface.

16. Effort shall be made to direct chipped vegetation within unit boundaries, especially along roads, Controlled Areas/unique features, and private property.

ACRES
FORESTRY

August 4th, 2025

Jay Manning
Division Chief, SLT Fire Dept.
Subject: STHS Fuel Reduction Project

COVER LETTER

Dear Jay Manning:

Acres Forestry is excited to place a bid on this important fuels reduction project that will treat important units throughout South Lake Tahoe. From our headquarters in El Dorado County, we are located to mobilize quickly and efficiently. We are committed to providing responsive and professional services for you and your team and we offer trained personnel with the right attitude to work safely and achieve the project goals and objectives. The professionals within our business and our subs routinely work together to serve public and private agencies, both Federal and State, on similar forest thinning, land clearing, and fire protection projects. Should you have any questions or if you would like to discuss the details of our attached detailed submittal, our contact information is included below:

Treyton Northup - Acres Forestry
535 Cold Springs Rd Placerville, CA 95667
(530)307-2513, treyton@acresforestry.com

We look forward to working with your team on this important project. Growing up off of North Upper Truckee and having my career shaped by the Angora Fire, it would be an honor to reduce wildfire risk throughout my home town. We will adhere to the requirements and details described in the referenced RFP. With our current workload, we can manage the scope of this project comfortably and plan to finish within the allowed timeframe. This proposal is valid for no less than 120 calendar days from submittal.

Sincerely, Treyton Northup

Attachments: Statement of Work and Proposal

EXECUTIVE SUMMARY

The City of South Lake Tahoe is committed to reducing wildfire risk and enhancing community fire protection within its Direct Protection Authority (DPA). Through funding provided by the U.S. Department of the Interior, Bureau of Land Management, the City will implement hazardous fuels reduction treatments on approximately 149.82 acres of City-owned forested lands. The project will focus on three high-priority areas: the Lake Tahoe Airport, the Tahoe Vista Neighborhood, and the Campground/Recreation Complex.

Project objectives include reducing hazardous fuel loads in dense urban forests by removing ladder fuels, old slash, dead and dying brush, and other dry woody materials to decrease biomass and vegetation density. Treatments will mitigate crown fire potential and surface fire behavior in untreated forest stands through strategic thinning of live and dead/dying trees up to 30 inches in diameter, breaking up ground fuel continuity, and reducing brush fields to improve overall forest health.

A key component of this project is creating a minimum of 100 feet of defensible space around 14 critical airport facilities, including Fire Rescue Station 4, City Hall, the Air Traffic Control Tower, and fuel storage infrastructure. Additionally, vegetation treatments will be conducted on approximately 51.64 acres within the Tahoe Vista and Airport sites using low-ground-pressure equipment (<10 psi) to minimize environmental impact.

This fuels reduction initiative is a vital step in safeguarding the City of South Lake Tahoe's residents, infrastructure, and surrounding natural resources from the increasing threat of catastrophic wildfire.

Company History, Background, and Experience

Acres Forestry
Acres Forestry is a family owned and operated forestry company based out of Wellington NV. Owners Treyton and Chris have an extensive background fighting fire for federal, local, and county departments. We started the Acres Forestry in 2020 in an effort to mitigate fire risk on the landscape scale in order to conserve the lands we hold dear. Acres Forestry specializes in mechanical fuels reduction treatments within WUI zones providing a park like product that is not only aesthetically appealing but also provides communities with a risk reduction to catastrophic wildfires. Acres Forestry is a licensed LTOA contractor as well as CSLB C-49 Tree Service Contractor.

Treyton Northup (Owner/Operator) LTO #A014337 | CSLB #1092463: Upon completion of high school, Treyton attended the Fire Academy at Lake Tahoe Community College. He then took the knowledge from the academy and implemented it by being hired on Slide Mtn Handcrew where he worked for 5 seasons fighting fires all across the western US as well as implementing fuels reduction projects throughout Incline Village. Treyton also worked on Roosevelt Hotshots as a sawyer for one season. In the off season Treyton would work for fuels reduction contractors where he learned to operate heavy machinery to increase pace and scale of fuels reduction efforts. Since 2020, Treyton

has been the driving force behind Acres Forestry in an effort to reduce wildfire risk throughout the Sierras.

Chris Clark(Owner/Operator): Chris has worked for El Dorado County Fire Department for the last 20 years moving from firefighter paramedic to engineer and oversees the department's helicopter rescue program. Chris has 5 years experience falling timber, masticating, and running logging equipment in mountainous terrain.

Project Team/Subcontractors & Crew Experience

Acres Forestry maintains a highly skilled crew with diverse experience in fuels management, mechanical treatments, and forestry operations:

- **Lane Bennett (Owner, Deadwood Forestry- Subcontractor)**
  LTO #A013329
  10+ years of wildland firefighting, fuels reduction, mechanical operations, and logging experience throughout the Sierra Nevada. Expert in mastication operations, timber removal operations, and project management of complex fuels treatment projects. He completed his Bachelors of Science in Mechanical Engineering from the University of Nevada, Reno in 2019.
- **David Curtis (Safety Officer, Equipment Operator & Faller)**
  10 years of wildland firefighting experience with specialization in timber falling. David has completed his Bachelors degree in Forest Management from the University of Nevada, Reno (2019). Four years of operational experience with mastication and logging equipment across various Sierra Nevada fuel reduction projects.
- **Tobin McRae (Operations Layout/Planning & Faller)**
  Two years of wildland firefighting experience. Five years of logging and forestry experience falling and operating heavy equipment. Tobin has completed his Forest Management degree from the University of Nevada, Reno (2024)
- **Jason Gera (Equipment Operator & Faller)**
  Two years of experience operating logging and mastication equipment, specializing in precision mastication in sensitive areas.
- **Andrew Gera (Forestry Technician & Operator)**
  Two years of wildland firefighting experience, with one year of experience in logging and mastication operations.
- **Jose Villa (Owner, Mountain View Forestry – Hand Crew Subcontractor)**
  With over 20 years of experience in wildland fire and fuels management, Jose Villa leads Mountain View Forestry, a company specializing in hand treatments and fuels reduction contracting. Jose manages five crews, each composed of 20 experienced personnel trained in hand thinning, piling, pruning, and hazard tree removal. His teams have an extensive track record of supporting CAL FIRE and the U.S. Forest Service on wildfire suppression and fuels treatment projects throughout the western United States. Jose's crews bring significant capacity and expertise for large-scale hand treatment operations in complex forest environments.

Points of Contact and Qualifications

- Treyton Northup - Owner of Acres Forestry 530-307-2513
    - CA D-49 #1092463, LTO# A014337
- Lane Bennett - Owner of Deadwood Forestry, LLC 661-718-5752
    - LTO#A013329#CA202253117398/#NV20201937483

Equipment and Capability

Masticators

- 2019 Tigercat LX830D feller buncher with Tigercat 4161-15 Masticating Head
    - 5000 hours
    - 330 horsepower
    - Capable of masticating 18” DBH trees efficiently
    - Equipped with a leveling cab to work on steep slopes up to 60% comfortably without the use of a tethered machine.
    - Only masticating head on the market with over 90 degrees of articulation (130 degrees). This allows for improved final product, better efficiency, and added abilities for various fuel types.
- 2024 Tigercat 470 Tracked Masticator
    - 300 hours
    - 370 horsepower
    - Capable of masticating 15” DBH trees efficiently
- 2024 FAE RCU 75
    - Remote Control Masticator that has capabilities of masticating slopes up to 55 degrees (140% grade)
    - This machine works productively in steep/technical terrain, all brush fuel types, and trees <6”
    - 500 hours

Excavators

- 2024 Caterpillar 310
    - Equipped with fae masticating head, rotobec rotating log grapple or bucket for slash cleanup, log loading, and land restoration/maintenance efforts.
    - 800 hours

Log Loaders

- 2019 John Deere 2156
    - Equipped with rotating log grapple and heel rack for loading log trucks, building landing piles, and shovel logging in inaccessible locations.
    - 4000 hours

Skidders

- 2005 Caterpillar 525B
    - Grapple Skidder with a winch. Reliable midsized skidder great for skidding in selective thinning applications.
    - 7000 hours
- 2020 Tigercat 620

        - Grapple Skidder with a winch. High production whole trees skidder for the toughest and most rugged applications.
        - 900 hours
    - 1980 Clark Ranger 664
        - Winch skidder that is small and maneuverable for tight timberstands or very steep and technical terrain.
        - 3000 hours

Harvester/Processor

- 2021 Tigercat 850
    - Tracked harvester/processor mounted with Tigercats 568 processing head. This head is innovative, precise, and reliable for felling and manufacturing saw logs. It will fell/process trees up to 30".
    - 6400 hours

Chippers

- Bandit 20XP tracked chipper
    - Whole tree tracked chipper with live feed table.
- Bandit 19XP tracked chipper
    - Whole tree tracked chipper without a live feed table that can be hand fed.

Handcrew

- Five 20 man hand crews
    - We utilize our handcrews for the steepest/toughest terrain or the areas that are too sensitive to allow heavy equipment to operate in.
    - Impressive strength in numbers can complete up to 100 acres a day of thinning/piling operations.

Firefighting Equipment

- Polaris Ranger 800
    - Mounted with 50 gallon high pressure water/class A foam injection system with the equivalent of up to 300 gallons of water suppression. This unit has the ability to suppress fire anywhere on a job site being able to mobilize in steep terrain and through logging slash.
- Water Trailer
    - 500 gallon water buffalo attached to a truck that can drive all roads and is equipped with 300+ feet of hose to attack fires with large volumes of water.
- Fire Boxes
    - At every designated landing we place fire boxes equipped with
        - Backpack water pumps
        - Fire extinguishers
        - Shovels
        - McClouds
        - Axes
        - Polaskis
        - Chainsaws
        - Class A Foam
        - First Aid Kits
- All equipment we'll be using has a ground PSI of 10 or less and meets or exceeds the requirements of Lahontan Regional Water Quality Control Board.

Scope of Work/Implementation

Overview

Acres Forestry, a small business that works closely with our subcontractor Deadwood Forestry to implement fuels reduction projects throughout the Sierra Nevada. We have a successful track record working together to complete projects on both private and public lands. Safety is of the utmost importance for not only our crews but for the public that recreates in and around the treatment boundaries. Signs notifying the public of timber operations will be posted in a conspicuous manner throughout the project area. All work will be completed within one year of completed contract date.

Airport

Mechanical: This unit will be completed using a whole tree system composed of a feller buncher, skidder, processor, and log loader. We will start in the sample mark area in order to get familiar with the desired trees to be left. Trees will be cut and skidded to the nearest specified landings where trees will be processed down to 6 inches. The far south area will be accessed via the conservancy land and all treated material will be skidded north of the pinch point to a landing suitable for processing and loading trucks. All slash will be piled neatly within landings in a manner that will support full consumption when burned at a later date. These burn piles will be constructed so as to not scorch residual trees. All trees will then be loaded onto trucks and sent to a biomass facility in woodland. All equipment utilized will have a ground psi of less than 10. All leave trees will be limbed at a height of no less than 8 ft above ground. We will finish treatment by using our remote controlled masticator to mulch up all residual slash in the unit to provide a park-like finish.

Hand Treatment: All hand treatment areas will be completed via our subcontractor Mtn. View Reforestation. They have a proven track record working for us in the past and provide efficient 20 man hand crews that do great work. All hand work units will be hand cut and chipped that will be broadcast throughout the units to a depth of no less than 6”. 90% of surface fuels will be treated in order to eliminate ladder fuels throughout the treatment area.

Campground

Mechanical hand mixed: Due to the sensitivity of a campground, this unit will have mixed mechanical and hand thinning to reduce ground impact and to protect existing infrastructure. We will use hand falling to remove the dead/dying and suppressed trees that will be 100% marked. Small diameter trees that are unmerchantable will be chipped and broadcasted in the campground making sure to keep the immediate sites and their parking spaces clear of chip. Larger removals that have merchantable lengths will be shipped to Tahoe Forest Products or Woodland Biomass for maximum utilization.

Tahoe Vista Neighborhood

This unit will be treated using hand fallers, a cat 310 excavator, a track chipper and a remote controlled masticator. First, hand fallers will cut trees to spec and the excavator will follow behind to feed our chipper to chip all trees that don't meet the utilization specs from woodland biomass. This broadcast material will not exceed 4" depth. All remaining trees will be hand processed and loaded onto log trucks to be taken to the woodland biomass facility. Our remote controlled masticator will finish up by masticating any residual slash within the unit.

ADDITIONAL CONSIDERATIONS

1. Protecting the environment will be a top priority during operations. All operators will have maps denoting property lines/unit boundaries, stream protection zones, etc. All temp roads will be decommissioned and blocked in order to prevent further use.

2. To reduce fire risks during our work a 300 gallon water trailer outfitted with firefighting equipment and tools will be onsite during operations along with a 50-gallon high pressure foam injection system on our side-by-side.

3. Safety Plan

-Strict control of the work area is critical during logging operations. A Cal/OSHA-defined "competent person" must evaluate each logging area for hazards and make an appropriate logging plan of action. Know and understand this logging plan before starting work. Work areas are designed so that cut trees won't land in adjacent, occupied areas. Respect the assigned work areas. Make sure that you are stationed at least two tree lengths away from the nearest cutting zone.

-When entering a cutting zone, evaluate the area for hazards. Note the slope of the land, wind conditions, and look for signs of loose bark, broken limbs, or other tree damage. Plan and prepare for retreat zones in case of an emergency. Evaluate each tree and its falling path for hazards and potential problems before cutting. Don't work downhill from a cutting area because trees or limbs can slide or roll after cutting.

-Always follow the manufacturer's instructions on logging equipment and tools. Use the appropriate equipment and tools for each job and keep them maintained. Repair or replace logging equipment and tools when necessary. Attend and understand the training that your employer offers on logging operations, unpredictable situations, and medical emergencies or first aid.

-Be careful when working around mobile logging equipment such as trucks, skidders, and loaders. Wear your seatbelt and don't allow coworkers to grab onto

the equipment for a ride. Maintain the equipment and ensure it has appropriate safety features such as a roll bar or falling object protective guards. Take care around loaded vehicles and equipment because piles of logs can be unstable.
-Wear your personal protective equipment (PPE). Gloves protect your hands while chaps or saw pants protect your legs. Your head, face, and eyes should be protected with a hard hat that has a chin strap and the use of goggles or a face shield. Use hearing protection such as ear plugs or ear muffs, but stay alert for emergency warning signals. Steel toed shoes with a supportive ankle are a must to protect your feet. Lastly, know where you and your coworkers are in relation to the activities that are going on nearby. Although your job is important, your safety is more important.
-Communications: We get cell reception in select areas throughout the sale so we can utilize for emergency calls. Furthermore we have high powered crew radios we can maintain contact with each other in case of emergency. For serious injuries we have high powered forest service compatible radios we use while contracting on fire assignments that we can use to hit repeaters and local dispatch centers for serious emergencies.
-9 Line Medical Evacuation Request that we can utilize:

1. Grid location of pickup site
2. Radio frequency, call sign
3. Number of patients by precedence a. Urgent b. Urgent-Surgical c. Priority d. Routine e. Convenience
4. Special Equipment a. None b. Hoist c. Extraction Equipment d. Ventilator 5. Number of patients by type L ____# Patients litter A ____# Patients ambulatory
6. (Peacetime) Number and type of wound, injury. Specific information regarding casualty(ies).
7. Method of marking a. Panels b. Pyrotechnic signal c. Smoke signal d. None e. Other
8. Patient Nationality and status a. U.S. Military b. U.S. Civilian c. Non U. S. Military d. Non U.S. Civilian e. EPW
9. NBC/terrain description (wartime) N. Nuclear B. Biological C. Chemical N/A
9. (Peacetime) detailed terrain feature description

-Hazardous Materials Spill Plan: Confine the spill. If it starts to spread, dike it up with sand and soil. Use absorbent material such as cat litter, absorbent pillows, soil, sawdust, or absorbent clay to soak up the spill. Shovel all contaminated material into a leak proof container for disposal. Every vehicle will be equipped with a spill kit in case there are hydraulic oil spills, motor oil spills, or fuel spills on the project.

4. We have the capability of transporting our equipment and hauling any materials required for the project.

Project Budget/Price Schedule

Project Area	Treatment Type	Quantity	Unit	Price Per Unit	Total Cost ($)
Lake Tahoe Airport	Mechanical Thin	51.64	Acres	$3,495.00	$180,481.80
Lake Tahoe Airport	Hand Thin/Chip	59.18	Acres	$1,375.00	$81,372.50
Tahoe Vista Neighborhood	Mechanical Thin	9.00	Acres	$5,395.00	$48,555.00
Campground/Recreation Complex	Mechanical Thin	30.00	Acres	$2,950.00	$88,500.00
***Not to Exceed Price per**	**Unit**	149.82	Acres	Total	$398,909.30

Past Projects and References

Acres Forestry

- Tahoe Truckee Unified School District Contract #22-29-03M
    - Defensible Space Clearance around Rideout Elementary School
    - July-August 2022
    - TTUSD Reference Contact Gib Benthin 530-308-1187
- Tahoe Truckee Unified School District Contract #22-27-01M
    - Defensible Space Clearance around Glenshire Elementary School
    - July 2022
    - TTUSD Reference Contact Gib Benthin 530-308-1187

  Lakes Community Fuel Break (listed above)
- Lake Tahoe Community College Student Housing tree removal contract
    - Project consisted of removing 50+ trees for the development of a student housing project.
    - PO 231478
    - Reference Contact- Roy Beng 408-747-9358

- Somersett HOA Brush Removal
    - Reno NV

    - Project consists of 500 acres of brush mastication to aid in the prevention of wildland fires in the community of Somersett HOA.
    - Reference contact- Trey Palmer 775-470-2581
- Subcontractor for Deadwood Forestry's Whitebark Institute 2023 Mammoth Lakes Community Fuel Break (listed below)
- Subcontractor for Deadwood Forestry's Whitebark Institute 2024 Mammoth Lakes Community Fuel Break Reds Meadow Implementation II (listed below).

Deadwood Forestry

- Whitebark Institute 2023 Mammoth Lakes Community Fuel Break. This project consists of 200 acres of fuels reduction and forest restoration for the community of Mammoth Lakes, CA to provide a halo of protection. We are removing brush and performing an understory and overstory thinning of the trees focusing on removing the dead. Reference Sarah Hoff-Phillips (206) 650-4633
    - 200 acres (Summer 2023)

- Whitebark Institute 2024 Mammoth Lakes Community Fuel Break (Reds Meadow Implementation II). This project consists of 606 acres of Fuels reduction (removal of <12in to 20 ft. spacing), 250 acres of forest health units (selective logging of trees <30in and removal of all roadside hazard trees), and 105 acres of meadow restoration (removal of all trees <30 in in the meadow. Reference Sarah Hoff-Phillips (206) 650-4633 (project manager)
    - 960 acres (Summer 2024)
- Sugar Bowl Corporation Forestry Health & Fire Fuel Reduction Project 2024 Deadwood Forestry, LLC was the primary contractor of this project.This project was not pre-marked, so Deadwood Forestry was in charge of selecting the trees being cut by the given prescription. This project focused on mitigating the fir die off the higher elevation Sierras are currently encountering and providing a shaded fuel break and spacing out the timber stand to promote healthy forest growth. Reference Meghan Lowry (530) 668-9143 (10/2024-07/205) complete
    - 198 acres

Tigercat

ROTAC
POLARIS

CAT
525B

Tigercat

2156G
JOHN DEERE

Tigercat 850
150m/500ft
Tigercat

EVALUATION SCORE SHEET

Vendor/Proposer	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5	TOTAL	RANKING
Acres Forestry	79	85	79	90	86	419	1
Arbour Pros	71	61	88	66	78	364	3
Mountain View Reforesteration	50	48	69	47	31	245	6
Burnbot	85	79	84	81	86	415	2
Mountain Enterprises	68	78	70	83	62	361	4
Sierra Valley	66	83	75	71	63	358	5
	MG	AM	LM	JM	DB		

INSTRUCTIONS:

1. Vendor/Proposer Name: Fill in company name from each RFP/BID received
2. Evaluator #1: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
3. Evaluator #2: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
4. Evaluator #3: insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
5. Evaluator #4 (if necessary): insert "Total Combined Points" located at the bottom of each Vendor/Proposal Evaluation Form
6. Total Score: This is the total combined score from all evaluators for each Vendor/Proposer
7. Ranking: Rank each Vendor/Proposer based on total number of points, highest to lowest. Rank numerically, 1 as the highest
8. Comments: note any comments relevant to the scores, or comments the DH should consider for final determination
9. #1 Ranking typically is the Highest number of points and would be the recommended vendor to the Department Head
10. Department Head makes the recommenation for Award based on ranking, comments, and recommedation

COMMENTS
Small local company with lower cost. Includes subs and missing timeline
Per RPF, Failed - References not included and proposal incomplete
Per RPF, Failed - did not address mechanical Thinning/sawlog removal as required
Most of their experience is with masticators, alot of current projects in the works around the area
Previous work with the city, Overall proposal met the spec. Large company with a lot of power line clearing work completed
Exceeds budget for both Option 1 & 2

SNPLMA FUELS REDUCTION – SOUTH LAKE TAHOE, PROJECT SL01, PRIORITY 18-13
T12N, R18E, S4, 5, MDBM

Ownership_Boundary

Treatment_Unit

Method

Hand

Mechanical

0.2 0.1 0 0.2 Miles

1 inch = 583 feet

N

REC CENTER UNIT

TAHOE ISLANDS UNIT

AIRPORT UNITS

Unit#	Treatment	Document	Acres
1	Mechanical	FREx	19.35
2	Mechanical	FREx	13.07
3	Hand	CEQA	5.84
4	Hand	CEQA	14.60
5	Hand	CEQA	4.68
6	Hand	CEQA	6.06
7	Hand	CEQA	7.28
8	Mechanical	FREx	19.21
9	Hand	CEQA	11.79
10	Mechanical	FREx	29.60
11	Mechanical	FREx	8.99
12	Hand	CEQA	9.35
TOTAL			**149.82**

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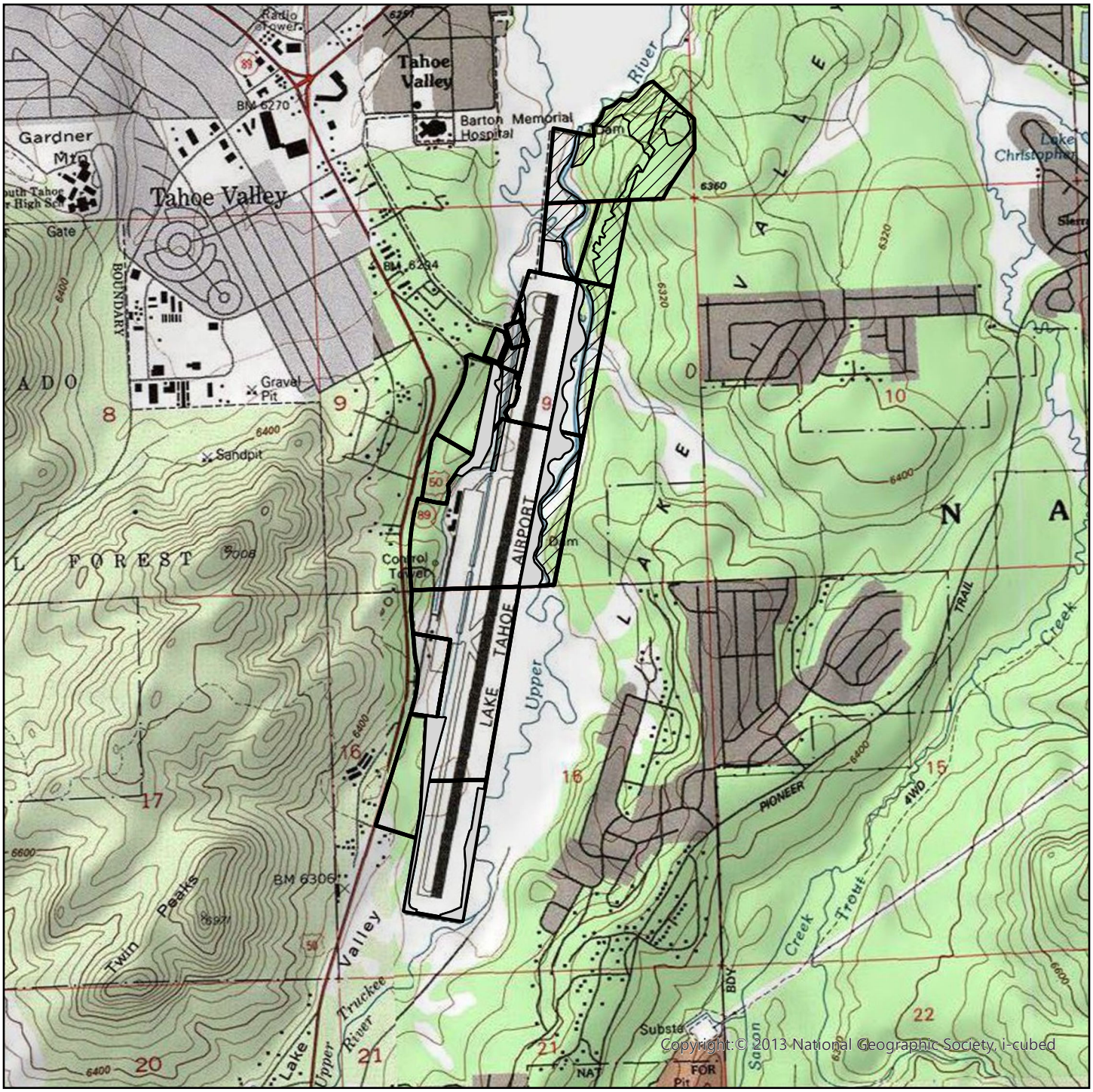


Southern Nevada Public Land Management Act Resilience Exemption
General Vicinity Map - Airport Zone
T12N, R18E, S4 MDBM
South Lake Tahoe, CA USGS 7.5' Quad Contour Interval = 40'

Legend

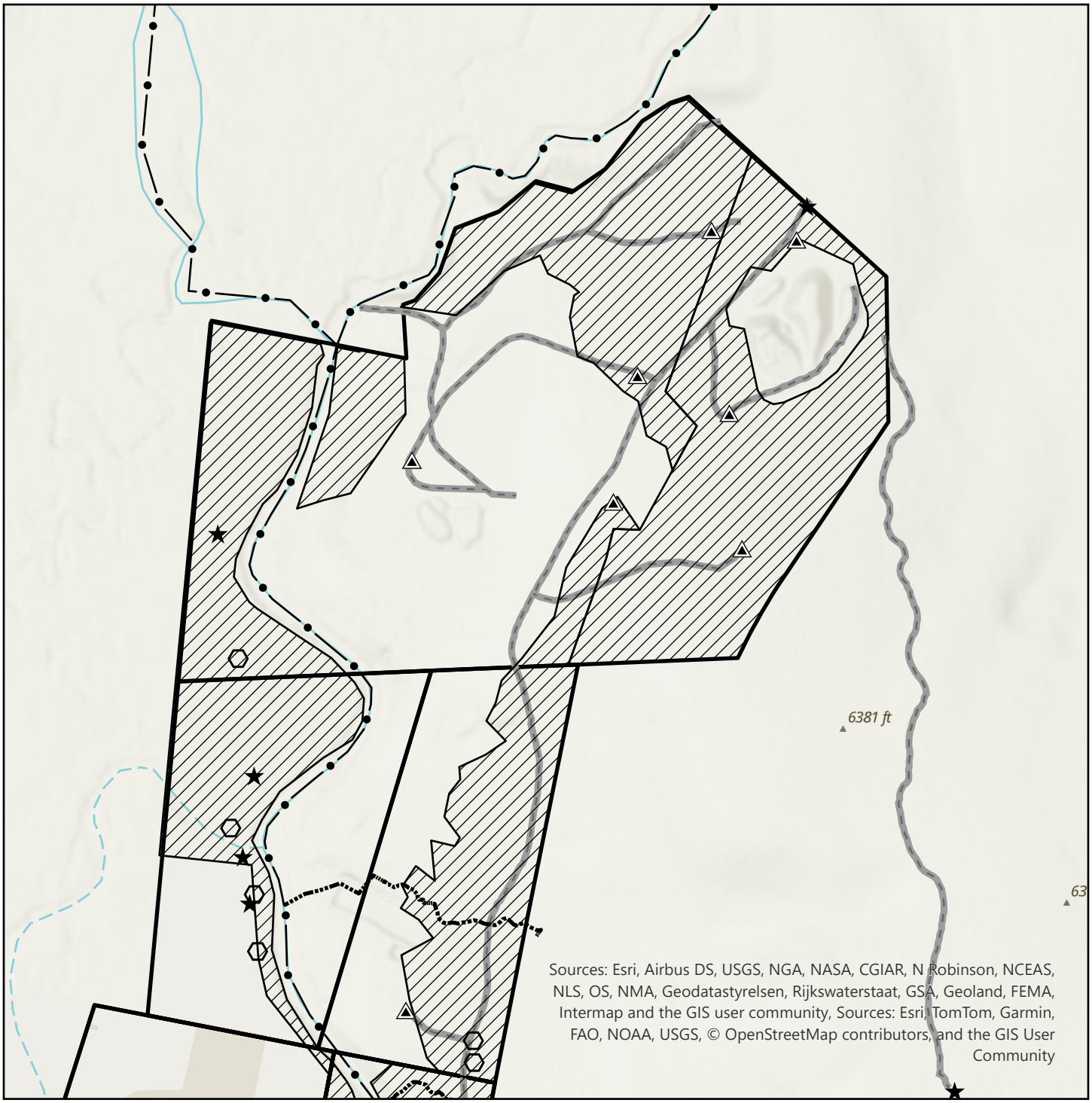
- Hand Treatment
- Exemption Area
- Ownership Boundary

N

Feather River Forestry LLC
Danielle E. Bradfield, RPF #2808
PO Box 1411
Quincy, CA. 95971
(530) 927-7095

1 in = 2,000 ft
1:24,000

0 0.5 1 Miles



Southern Nevada Public Land Management Act Resilience Exemption
Exemption Map 1 of 4 - Airport Zone
T12N, R18E, S4 MDBM
South Lake Tahoe, CA USGS 7.5' Quad Contour Interval = 40'

Legend

- Class 1 Watercourse
- Class 3 Watercourse
- Landing Exsisting
- Gate
- Utility
- Exemption Area
- Road
- Ownership Boundary

N

Feather River Forestry LLC
Danielle E. Bradfield, RPF #2808
PO Box 1411
Quincy, CA. 95971
(530) 927-7095

1 in = 417 ft
1:5,000

0 250 500 1,000 Feet

Southern Nevada Public Land Management Act Resilience Exemption
Exemption Map 2 of 4 - Airport Zone
T12N, R18E, S4 MDBM
South Lake Tahoe, CA USGS 7.5' Quad Contour Interval = 40'

Legend

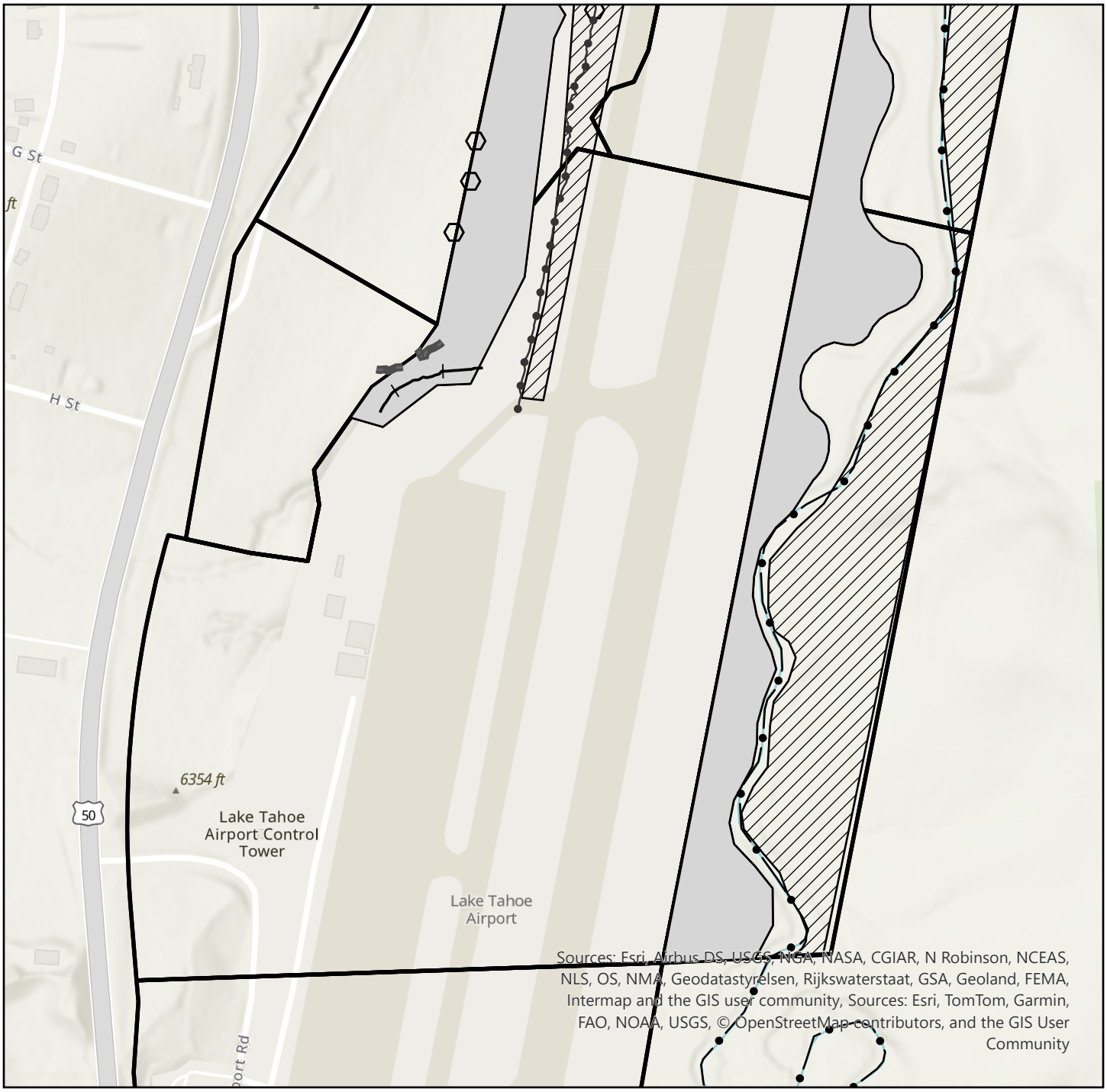
- Class 1 Watercourse
- Class 2 Watercourse
- Class 3 Watercourse
- Class 4 Watercourse
- Landing Exsisting
- Gate
- Utility
- Exemption Area
- Road
- Ownership Boundary
- Hand Treatment

N

Feather River Forestry LLC
Danielle E. Bradfield, RPF #2808
PO Box 1411
Quincy, CA. 95971
(530) 927-7095

1 in = 417 ft
1:5,000

0 250 500 1,000 Feet



Southern Nevada Public Land Management Act Resilience Exemption
Exemption Map 3 of 4 - Airport Zone
T12N, R18E, S4 MDBM
South Lake Tahoe, CA USGS 7.5' Quad Contour Interval = 40'

Legend

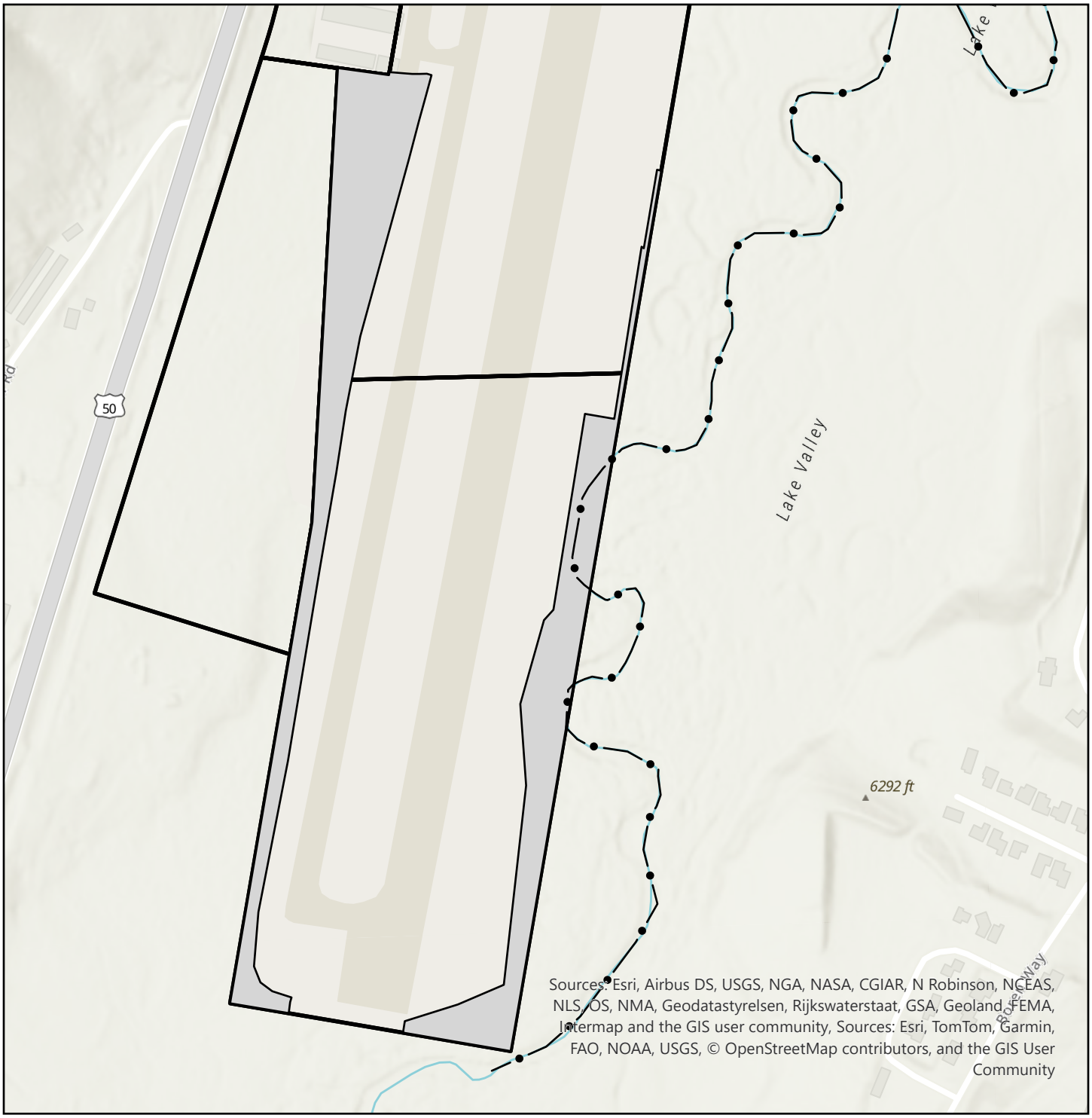
- Class 1 Watercourse
- Class 2 Watercourse
- Class 4 Watercourse
- Utility
- Exemption Area
- Road
- Ownership Boundary
- Hand Treatment

N

Feather River Forestry LLC
Danielle E. Bradfield, RPF #2808
PO Box 1411
Quincy, CA. 95971
(530) 927-7095

1 in = 417 ft
1:5,000

0 250 500 1,000 Feet



Southern Nevada Public Land Management Act Resilience Exemption
Exemption Map 4 of 4 - Airport Zone
T12N, R18E, S16 MDBM
South Lake Tahoe, CA USGS 7.5' Quad Contour Interval = 40'

Legend

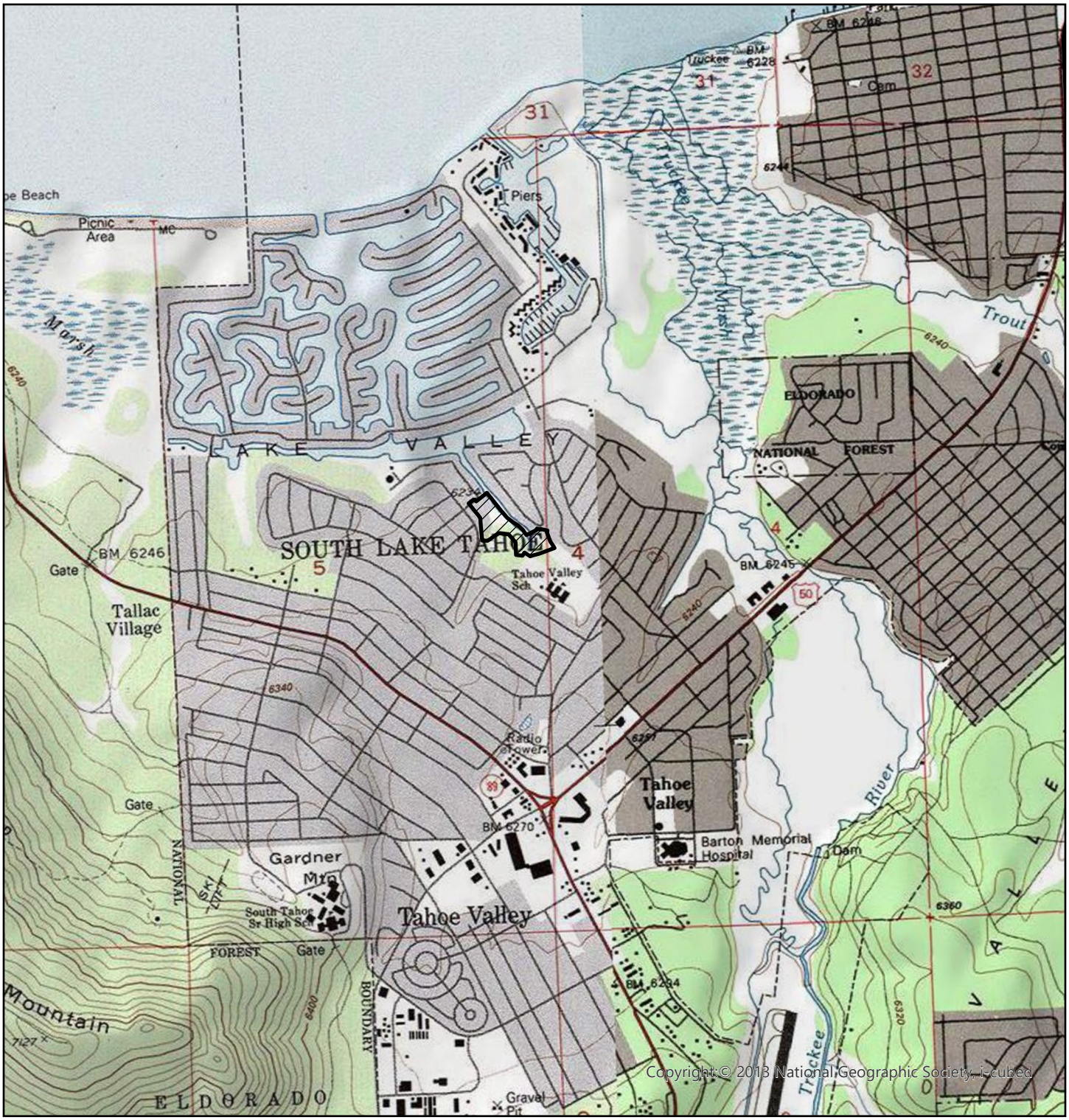
- Class 1 Watercourse
- Ownership Boundary
- Hand Treatment

N

Feather River Forestry LLC
Danielle E. Bradfield, RPF #2808
PO Box 1411
Quincy, CA. 95971
(530) 927-7095

1 in = 417 ft
1:5,000

0 250 500 1,000 Feet



Southern Nevada Public Land Management Act Resilience Exemption
General Vicinity Map - Tahoe Island Zone
T12N, R18E, S5 MDBM
Emerald Bay, CA USGS 7.5' Quad Contour Interval = 40'

Legend

Ownership Boundary

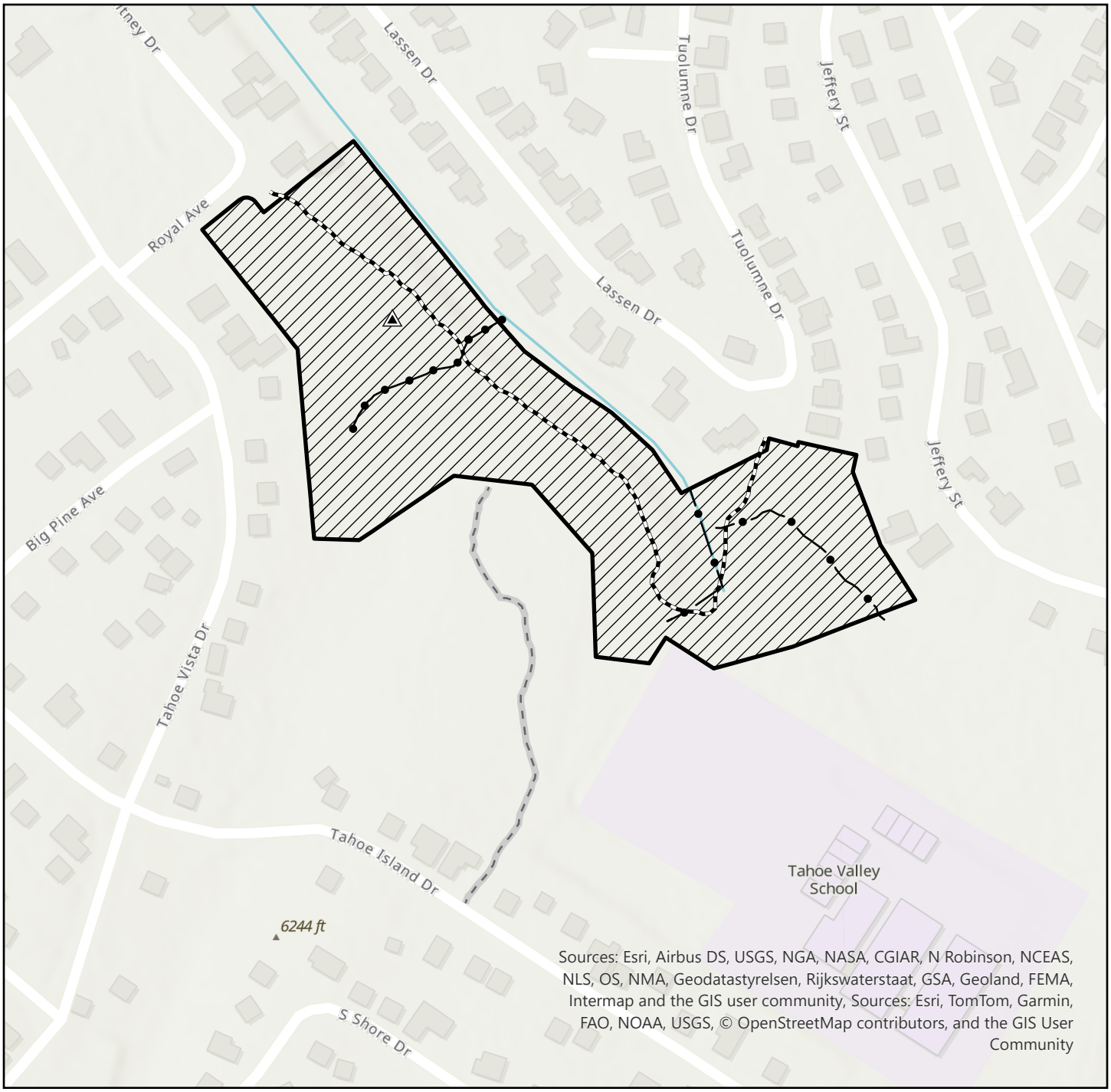
Exemption Area

N

Feather River Forestry LLC
Danielle E. Bradfield, RPF #2808
PO Box 1411
Quincy, CA. 95971
(530) 927-7095

1 in = 2,000 ft
1:24,000

0 0.25 0.5 1 Miles



Southern Nevada Public Land Management Act Resilience Exemption
Exemption Map - Tahoe Island Zone
T12N, R18E, S5 MDBM
Emerald Bay, CA USGS 7.5' Quad Contour Interval = 40'

Legend

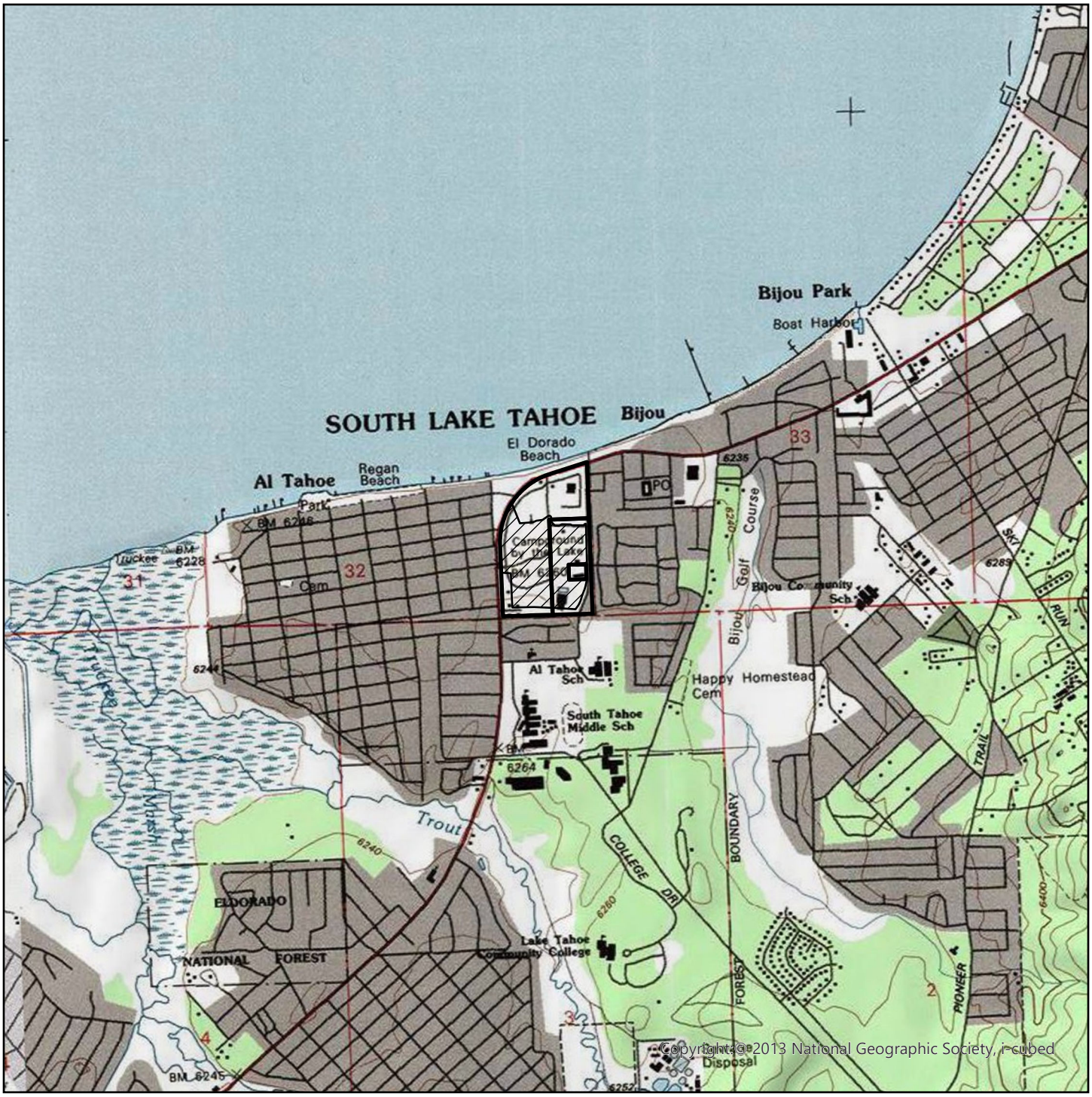
- Class 1 Watercourse
- Class 2 Watercourse
- Designated Trail
- Road
- Landing Exsisting
- Ownership Boundary
- Exemption Area

N

Feather River Forestry LLC
Danielle E. Bradfield, RPF #2808
PO Box 1411
Quincy, CA. 95971
(530) 927-7095

1 in = 250 ft
1:3,000

0 125 250 500 750 Feet



Southern Nevada Public Land Management Act Resilience Exemption
General Vicinity Map - Rec Center Zone
T13N, R18E, S32 MDBM
South Lake Tahoe, CA USGS 7.5' Quad Contour Interval = 40'

Legend

Ownership Boundary
Exemption Area

N

Feather River Forestry LLC
Danielle E. Bradfield, RPF #2808
PO Box 1411
Quincy, CA. 95971
(530) 927-7095

1 in = 2,000 ft
1:24,000

0 0.25 0.5 1 Miles

Southern Nevada Public Land Management Act Resilience Exemption
Exemption Map - Rec Center Zone
T13N, R18E, S32 MDBM
South Lake Tahoe, CA USGS 7.5' Quad Contour Interval = 40'

Legend

- Road Private Permanent
- Ownership Boundary
- Small Structure
- Utility
- Exemption Area

N

Feather River Forestry LLC
Danielle E. Bradfield, RPF #2808
PO Box 1411
Quincy, CA. 95971
(530) 927-7095

1 in = 417 ft
1:5,000

0 250 500 1,000 Feet

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 19

Agenda Item: Agreement with Lake Tahoe Unified School District to Provide School Resource Officer

Executive Summary: This is a resolution approving a Memorandum of Agreement for the Police Department to dedicate a School Resource Officer for the 2025-2026 school year and approve budget with up to $82,484.00 reimbursement from LTUSD

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Memorandum of Agreement with the Lake Tahoe Unified School District (LTUSD) regarding the operation of the School Resource Officer (SRO) for the 2025-2026 School Year and approve budget for reimbursement from LTUSD to the City in the amount up to $82,484.00.

Responsible Staff Member: Lieutenant Russell Liles

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

Attachments:

01-Staff Report-School Resource Officer Agreement.docx
02-Resolution - School Resource Officer Agreement with LTUSD.docx
03-School Resource Officer Agreement (Exh. A to Reso)

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

Meeting Date: September 09, 2025

Title: School Resource Officer Agreement

Location: Citywide

Responsible Staff Member: Lt. Russell Liles

Background: The South Lake Tahoe Police Department is very supportive of the Lake Tahoe Unified School District and has developed a working partnership with the District by being committed to a variety of programs and services that will continue to reduce truancy, juvenile delinquency, and overall crime in our community. For the past 30 years, one of the ways the Department and the District have partnered together is through the School Resource Officer (SRO) program.

The SRO plays a vital role in promoting a safe and supportive learning environment at South Tahoe High School and provides assistance to other schools in the city as needed. In addition to addressing school-related criminal matters and safety concerns, the SRO builds meaningful relationships with students, acting as a trusted mentor and positive role model. Through daily interactions, the SRO offers support and guidance on a range of issues—from academic and personal challenges to complex situations involving family dynamics or community influences.

The SRO program is a vital resource for both the School District and the broader community. Its positive influence on students and their families continues to make a meaningful impact, contributing to a safer and more supportive environment for everyone.

In 2024, an SRO presentation was completed to the Police Advisory Commission (PAC). The PAC later briefed Council with a Commission report. The PAC expressed their support of the SRO program and the continuous collaboration between LTUSD and the City of South Lake Tahoe to have a police officer in our schools.

Issue and Discussion: This item is before the City Council for approval of the attached Memorandum of Agreement concerning the operation of the School Resource Officer (SRO) Program between the City of South Lake Tahoe Police Department, and the Lake Tahoe Unified School District. The Agreement requires the Police Department to provide one Police Officer for the 2025-26 school year and for the District to reimburse the City in the amount up to $82,484.00 for this officer. This amount pays the base pay of the Police Officer's salary for the nine- month school year.

Financial Implications: There will be no additional burden to the general fund for the School Resource Officer. This position has been budgeted as an existing allocation for the Police Department. The District will reimburse the Department in the amount of $82,484.00.

Once received, these funds will be applied to account # 100 02110 34210

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

Policy Implications: This proposed agreement with LTUSD supports the following strategic priorities:

Priority 3 – Ensure Public Safety

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 09, 2025

Memorandum of Agreement with the Lake Tahoe Unified School District for a School Resource Officer (SRO) for the 2025-2026 School Year with Budget for Reimbursement from LTUSD to the City in the amount up to $82,484.00

BACKGROUND

A. The South Lake Tahoe Police Department is very supportive of the Lake Tahoe Unified School District and has developed a working partnership with the District by being committed to a variety of programs and services that will continue to reduce truancy, juvenile delinquency, and overall crime in our community. For the past 30 years, one of the ways the Department and the District have partnered together is through the School Resource Officer (SRO) program.

B. In 2024, an SRO presentation was completed to the Police Advisory Commission (PAC). The PAC later briefed Council with a Commission report. The PAC expressed their support of the SRO program and the continuous collaboration between LTUSD and the City of South Lake Tahoe to have a police officer in our schools.

C. The Agreement between the City of South Lake Tahoe Police Department and the Lake Tahoe Unified School District requires the Police Department to provide one Police Officer for the 2025-2026 school year and for the District to reimburse the City in the amount up to $82,484.00 for this officer. The amount pays the base pay of the Police Officer's salary for the nine-month school year

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

1. Authorizes and directs the Mayor to execute the SRO memorandum of agreement with LTUSD for the 2025-2026 school year, which is attached hereto as Exhibit "A."

2. Authorizes budget up to $82,484.00 from the Lake Tahoe Unified School into the Police Special Services account for Fiscal Year 2025-2026 as follows:

10002110-34210	Police Special Services	(+) $82,484.00

Adopted by the City of South Lake Tahoe City Council on September 09, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

MEMORANDUM OF AGREEMENT
OPERATION OF THE SCHOOL RESOURCE OFFICER PROGRAM
JULY 1, 2025 - JUNE 30, 2026

WHEREAS, the Police Department of the City of South Lake Tahoe ("City") desires to make available to the Lake Tahoe Unified School District ('District") the services of one School Resource Officer ("SRO"); and

WHEREAS, the District desires to have said services available for use to fulfill the goal of safe, secure, and drug free schools; and

WHEREAS, the City is willing to provide the personnel resources to operate said program upon the payment of a portion of the costs by the District.

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, the City of South Lake Tahoe and the Lake Tahoe Unified School District agree as follows:

1. City shall provide one sworn Police Officer to conduct resource programs at school locations to be designated by the School District, as police department personnel deployment allows, and at such times as may be mutually agreed upon between the chief executive officer of the District and the City Manager, of the City or their designees. The City will be responsible for compensation for all police employees who are assigned to conduct resource programs at school locations, including compensation for necessary overtime hours and the health and/or retirement benefits of police employees.

2. The District agrees to reimburse the City for the 2025-2026 school year (from July 1, 2025 to June 30, 2026), an amount not to exceed Eighty-two Thousand four Hundred eighty-four dollars ($82,484.00). The $82,484.00 is for the base wage of the Police Officer over a period of nine (9) months.

3. This agreement may be terminated by any party hereto upon ten (10) days written notice, first class mail, postage prepaid, to the chief executive officer of the non-canceling party. Upon such cancellation and subject to the ceiling described in Paragraph two above, City shall be reimbursed for the actual hours expended and administrative charges as of the date of cancellation.

4. District shall reimburse City upon receipt and approval of an invoice showing the hours expended and administrative charges, in accordance with the customary payment processes of the District. The invoices shall be submitted to the District by June 30, 2026.

5. City reserves the right to temporarily withdraw any or all assigned personnel for the duration of an emergency situation that arises. After any withdrawal, assigned personnel shall be returned to their regular assignment as soon as practical. If the withdrawal is protracted, affected positions may be backfilled by the City. Whenever assigned personnel are withdrawn from the District jurisdiction for an emergency assignment, notification shall be provided to the District Superintendent without delay. The Chief of Police or his designee shall have final discretion on emergency reassignment decisions related to any SRO.

6. The relationship between the City and District and their respective employees as provided herein shall be that of an independent contractor. No agency, joint powers agreement, or other relationship is created or intended to be created by this agreement.

7. The City shall indemnify and defend the District against, and hold harmless from any and all loss, damage and liability for damages, including attorney's fees or other costs of defense incurred by District, whether from damages to or loss of property, or injury to or death of District officers, agents and employees, which shall in any way arise out of or be connected by City's operation hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of District.

8. The District shall indemnify and defend the City against, and hold harmless from any and all loss, damage and liability for damages, including attorney's fees or other costs of defense incurred by City, whether from damages to or loss of property, or injury to or death of City officers, agents and employees, which shall in any way arise out of or be connected by District's operation hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of City.

9. This agreement may be terminated by either party upon ten (10) days of written notice, first class mail, postage prepaid, to the following:

To City: City Manager
City of South Lake Tahoe
1901 Airport Road
South Lake Tahoe, CA
96150

To District: Superintendent
Lake Tahoe Unified School District
1021 Al Tahoe Blvd.
South Lake Tahoe, CA 96150

10. This agreement shall take effect upon the approval of the governing bodies of the parties hereto.

IN WITNESS WHEREOF, this agreement is dated September 09, 2025, in South Lake Tahoe, California.

CITY OF SOUTH LAKE TAHOE

BY:_____
Tamara Wallace, Mayor

Date:_____

ATTEST

BY:_____

Date:_____
Susan Blankenship, City Clerk

LAKE TAHOE UNIFIED SCHOOL DISTRICT

BY: Todd Cutler
Dr. Todd Cutler, Superintendent

Date: 8/19/2025

Approved as to Form

BY: _____

Date:_____
Heather Stroud, City Attorney

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 20

Agenda Item: Ratification of Subcontractor Addition for the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 2

Executive Summary: The Tahoe Valley Stormwater and Greenbelt Improvement Project is a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the project has been developed to provide the benefits requested by the community and stakeholders, including drainage, water quality, public space, new naturalized play structures, and improved active transportation paths. Due to the size and diversity of the overall project, the City split it into two phases to secure funding from a variety of eligible and applicable funding sources. Both phases are currently under construction. On December 10, 2024, City Council awarded the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 2 (Project) to Herback General Engineering ($6,754,601.95) and approved a 10% construction continency ($675,460.20). Herback General Engineering (the Contractor) had six listed subcontractors with their bid, two of which were required. In July 2025, the Contractor requested to add a subcontractor (Morgan Concrete) to complete a portion of the concrete work required in the Project, at a proposed value of 2.97% of the original contract amount. Per Public Contract Code Section 4109, â€œsubletting or subcontracting of any portion of the work in excess of one-half of 1 percent [0.5%] of the prime contractorâ€™s total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity". The Contractor provided a letter outlining the schedule impacts that have occurred in the project. Allowing the Contractor to add this subcontractor will come at no cost to the City and will help them to be successful in delivering the project by the grant deadlines. This project is funded by multiple grants which have various upcoming expiration dates. Ensuring that the project is constructed prior to the grants expiring is seen as a public necessity by City staff as this project is largely grant funded. To avoid causing delays, staff allowed the addition of the concrete subcontractor and is requesting ratification from City Council for this action.

Requested Action / Suggested Motions: Pass a Motion ratifying the addition of a concrete subcontractor (Morgan Concrete) to the construction contract with Herback General Engineering for Phase 2 of the Tahoe Valley Stormwater and Greenbelt Improvement Project, pursuant to Public Contract Code section 4109 and the written finding of public necessity in the staff report.

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

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

Attachments:

01-Staff Report-Subcontractor Addition.docx
02-Subcontractor Addition Request

City of South Lake Tahoe
Report to City Council

Meeting Date: September 9, 2025

Title: Ratification of Subcontractor Addition for the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 2

Location: Tahoe Valley drainage watershed, inclusive to the "Greenbelt" area located behind The Crossing (AKA "factory stores") at the South Y

Responsible Staff Member: Brianna Greenlaw, Associate Civil Engineer

Background: The Tahoe Valley Stormwater and Greenbelt Improvement Project is a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the project has been developed to provide the benefits requested by the community and stakeholders, including drainage, water quality, public space, new naturalized play structures, and improved active transportation paths.

Due to the size and diversity of the overall project, the City split it into two phases to secure funding from a variety of eligible and applicable funding sources. Both phases are currently under construction.

1. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd.
2. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street.

Issue and Discussion: On December 10, 2024, City Council awarded the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 2 (Project) to Herback General Engineering ($6,754,601.95) and approved a 10% construction continency ($675,460.20). Herback General Engineering (the Contractor) had six listed subcontractors with their bid including Tyrrell Resources for tree removal, Osborn General Engineering for rock wall construction, Kemper Masonry for masonry wall construction, Sierra Valley Electric for electrical work, Florence Fence for fencing, and Green Vista Landscape for landscape. The City required two subcontractors (electrical and landscape, requiring C-10 and C-27 contractor's licenses, respectively).

In July 2025, the Contractor requested to add a subcontractor (Morgan Concrete) to complete a portion of the concrete work required in the Project. They specified the proposed value of concrete subcontract work is 2.97% of the original contract amount as outlined in Table 1.

Table 1. Proposed Concrete Subcontract Work.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE BID QUANTITY	UNIT BID PRICE	BID ITEM TOTAL
37	CMU Wall Footing	LF	222	$ 140.00	$ 31,080.00
60	Concrete Driveway Aprons	505	SF	$ 27.00	$ 13,635.00
61	Concrete Curb & Gutter (rolled)	88	LF	$ 104.00	$9,152.00
65	Concrete Sidewalk & ADA Ramps	2311	SF	$23.00	$ 53,153.00

Table 1. (Continued)

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE BID QUANTITY	UNIT BID PRICE	BID ITEM TOTAL
69	Concrete Edge Curb	363	LF	$ 55.00	$ 19,965.00
71	Boardwalk Footing/ Concrete Pier	42	EA	$1,670.00	$70,140.00
72	Boardwalk Abutment/ approach slab	4	EA	$900.00	$ 3,600.00
				TOTAL	$200,725.00

Per Public Contract Code Section 4109, "subletting or subcontracting of any portion of the work in excess of one-half of 1 percent [0.5%] of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity."

The Contractor provided a letter outlining the schedule impacts that have occurred in the project which led to a request for a subcontractor addition (refer to attachment 02). City staff reviewed the letter, validating if the facts provided in the letter reasonably caused unforeseen delays. City staff feels the Contractor has been diligently pursuing completion of the project and has encountered several unforeseen issues. While the City's consultant has been effective at responding to various design issues, schedule delays due to Caltrans encroachment permits caused the Contractor's schedule to be impacted. The work they had planned for their skilled concrete force could then not be completed prior to that crew needing to mobilize to a different job in Mammoth Lakes, CA. Allowing the Contractor to add this subcontractor will come at no cost to the City and will help them to be successful in delivering the project by the grant deadlines. This project is funded by multiple grants which have various upcoming expiration dates. Ensuring that the project is constructed prior to the grants expiring is seen as a public necessity by City staff as this project is largely grant funded.

To avoid causing delays to the Contractor, City staff has allowed the addition of the concrete subcontractor and is requesting ratification from City Council for this action.

Financial Implications: There will be no financial implications to the City as a result of this subcontractor addition. The City will pay the Contractor the same unit costs as included in their original bid for items associated with the subcontractor's work.

Environmental Considerations: The Planning Commission adopted the CEQA, Mitigated Negative Declaration on May 9, 2019, SCH# 20190292152. Addendum No. 1 adding the basin and associated improvements at the corner of 4th Street and Barton Avenue was adopted by the Planning Commission on February 20, 2025.

Policy Implications: Completing project improvements will assist with advancing the City Council Strategic Priority, ***Protect the Natural Environment***, by meeting the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load (TMDL) program. Fulfilling mandated TMDL reduction goals will assist with maximizing residential housing allocations under TRPA Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation). It also advances the City Council Strategic Priority, ***Recreation and Equitable Access for All***, by facilitating 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.

HERBACK

GENERAL ENGINEERING

NV Lic. # 33090A 2531 Nowlin Road Telephone 775 267-6800
CA Lic. # 486035 Minden, NV 89423 Fax 775 267-6801

7/3/2025

Brianna Greenlaw
Associate Civil Engineer
City of South Lake Tahoe
1901 Airport Road
South Lake Tahoe, CA 96150

RE: Tahoe Valley Storm Drain & Greenbelt Phase 2: Request to add Subcontractor

Dear Ms. Greenlaw,
With completion of our second month of work on Phase 2, several schedule impacts are becoming a concern and we would like to discuss adding an unlisted concrete subcontractor to the project workforce. Herback General Engineering is aware that contract code PC 4104 prohibits sublet or subcontract of work in excess of 1% of the prime contract to an unlisted subcontractor. However, under PC 4107 (C) this requirement may be waived in the case of "change orders" causing changes or deviations from the original contract. I would like to make the case that we have, in fact, incurred changes/ impacts from the original Contract in that design information required for completion of the work has been delayed and/ or has not been provided and there are unforeseen schedule impacts as a result. It is noted that bid Addendums #4 & 6 addressed the fact that the bid documents were not in conformance with PC 1104 in requiring the Contractor to perform design work in conjunction with a bid. The subsequent response removed the requirement for boardwalk design from the Contractor; however, missing design elements for the Boardwalk and CMU wall have resulted in schedule impacts as follows:

1. Bid Item #37: Natural Granite Stone Masonry Wall
    a. Wall Design incomplete and/ or in error
        i. Wall alignment in conflict with existing and/ or proposed Caltrans ROW features
        ii. Site survey/ pothole verification performed 1/21/2025 and 1/22/2025 found CMU wall alignment to be in conflict with existing fixed structures and conduit. Brianna Greenlaw was informed on-site and subsequent design revision was issued 2/12/2025 w/ TRPA stamped construction drawings.

iii. Despite the alignment recommendations made by HGE Supt, the current design fails to address a conflict with the existing sidewalk at the Southwest corner of US 50 and 4th St.
iv. A revised survey CAD file has not been issued with a workable design
v. Wall elevations drawings and footing grades are not provided within the bid documents and subsequent design revisions make this issue more complex as HGE has no definitive information for the purpose of rebar fabrication and CMU footing steps.

b. Encroachment Permit was approved 5/9/2025 and Caltrans pre-con occurred on 5/28/2025 w/ direction by on-site Caltrans representative to proceed. Caltrans administrative staff, contrary to on-site authorization required revisions to the TC plan multiple times and ultimately issued authorization 6/19/2025. It is noted that HGE is a rider to the permit furnished by the City and despite the best efforts of all parties to expedite the permit, the activation date placed a possible earliest start work date behind schedule.
c. HGE baseline schedule required survey of CMU wall and subsequent excavation starting 6/5/2025 which, at the date of this correspondence places work 27 days behind schedule due to either design or encroachment permit impacts.
d. Skilled concrete workforce required to install the CMU footing within the baseline schedule timeframe is no longer readily available within the HGE resource pool as the timeframe for performance of work is unknown and workforce has been re-allocated to the Red's Meadow Road project located in Mammoth Lakes, CA.

2. Bid Item # 71 & 72 Boardwalk Footing Concrete Pier/ Boardwalk Abutment
   a. Boardwalk Design Incomplete
      i. Design to be provide by SLT did not include the following:
         1. Pier location survey points
         2. Pier footings elevations
         3. Geotechnical Report
   b. Bid Addendum #6 stated that the contractor is not required to hire licensed engineers to determine the design for the boardwalk footings.
         1. In fact, HGE hired Permatrak to provide boardwalk/ footing design plans and calculations to submit to the City.
         2. Permatrak design submittal documents did not include design elevations to determine pier heights and/ or abutment approach slab dimensions and this information is not within the bid documents.
         3. Pursuant to issue/ response to RFI 17 & 18 and, Submittal 674-029 comments, boardwalk design information required to furnish formwork and rebar was received on 6/23/2025 & 6/24/2025 respectively.
         4. Re-submittal of rebar fabrication drawings with accurate design information is currently pending and must precede work start.

c. RFI #2 issued 1/10/2025 w/ response dated 1/15 2025 states that the City will perform geotechnical investigation to confirm soil site conditions at the location of boardwalk footings. As of this date, no information or confirmation has been received by HGE to verify footing design criteria is consistent with site soils.
d. HGE baseline schedule required survey of boardwalk abutments/footings and subsequent excavation starting 6/24/2025 which, at the date of this correspondence places work 8 days behind schedule with an unknown date for rebar shop drawing re-submittal/ approval/ fabrication. At this time the earliest start date for boardwalk footings is forecast at 7/21/2025 which will place the start 27 days behind schedule.
e. Skilled concrete workforce required to form and pour footing/ piers within the baseline schedule timeframe is no longer readily available within the HGE resource pool as the timeframe for performance of work is unknown and workforce has been re-allocated to the Red's Meadow Road project located in Mammoth Lakes, CA.

The project requires a steady flow of concrete work scope starting with CMU wall footings and following with boardwalk footing, piers, abutments, curbs sidewalks, aprons etc. The project design requires HGE coordination; however, ultimately issuing complete design information and complete design revisions is the responsibility of the City and should not be subject to provision on an as requested basis and/ or as missing information is discovered. We currently find ourselves unable to start critical concrete work scope due to design information impacts. HGE views this as a changed condition to the Contract and requests permission to add a concrete subcontractor to help mitigate schedule impacts pursuant to the provisions of PC 4107 (C) at no additional cost to the City.

Sincerely,

Peter Griffin
Project Manager

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 21

Agenda Item: Amendment No. 8 to Agreement with Jordan Knighton Architecture Engineering for Architectural and Engineering Services for the Multigenerational Recreation and Aquatics Center

Executive Summary: Phase 2 construction sequence has been in progress since May 2024. Over the course of construction, we have encountered a combination of staff requests/ recommendations pertaining to increased storage capacities and the reutilization of space designated for a gas burning fireplace into an indoor rock-climbing wall. The main gas line service was also required to be moved from the previously designated space through the library parking lot onto the City â€˜s parcel. The city has also transitioned the space of the landscaping seat wall situated at the main entrance into a donor wall that community members have participated in fundraising efforts towards. Staff has discussed with JKAE to provide cost estimates for these items and has received proposals. Staff is recommending approval of Amendment 8 with JKAE for an additional fee of $50,000, for a total fee not to exceed $5,110,303. Staff proposes utilizing the already approved construction contingency funds for this work.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 8 to the Professional Services Agreement with Jordan Knighton Architecture Engineering for an additional $50,000.00 to cover design changes requested by the City for a total not-to-exceed amount of $5,110,303.00, and extending the term until October 2026.

Responsible Staff Member: Ricky Riddle, Construction Manager/Facilities Program Manager

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

Attachments:

01-Staff_Report-Amendment_No._8_to_Agreement_with_JK_Architecture.docx
02-Amendment 8 to Agreement with JKAE.pdf
03-C-084-2020 Original PSA.pdf
04-C-010-2021 Amendment-1.pdf
05-C-108-2021 Amendment2-4.pdf
06-C-106-2022 Amendment-5.pdf
07-C-031-2023 Jordan Knighton Amendment-6.pdf
08-C-312-2024 JKAE Amendment 7.pdf

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

Meeting Date: September 9, 2025

Title: Amendment 8 to Professional Services Agreement for Architectural and Engineering Services with Jordan Knighton Architecture Engineering for the Recreation and Aquatics Center

Location: 1100 Rufus Allen Boulevard, South Lake Tahoe, CA

Responsible Staff Member: Ricky Riddle, Construction Manager/Facilities Program Manager

Background: On July 28, 2020, the City Council approved a Professional Services Agreement (C-084-2020) with Jordan Knighton Architecture and Engineering (JKAE) for $2,535,080 for architectural and engineering design services for the proposed recreation and aquatics center. During design, there were several contract amendments due to changes in scope and city requests. On February 2, 2021, the contract was amended (Amendment 01) to include A/E Services for an increased project scope, facility size, and value of $1,193,328. On September 7th, 2021, the contract was amended (Amendments 02 and 04) to include A/E services for the project's new location in the amount of $193,007. On June 21st, the contract was amended (Amendment 05) to include construction administration services in conjunction with the construction award of Phase 1 of the Rec Center Project construction for $885,428 and includes future Phase 2 construction administration. On March 14th, 2023, the contract was amended (Amendment 06) to provide value engineering services and necessary scope changes related to the project's re-bid in the amount of $144,550. On December 10th, 2024, the contract was amended (Amendment 07) to provide additional design support services for the waterline tie-in on US 50, enhanced AV design, and other city requested design changes. (Note: JKAE Amendment 03 was not considered by city staff for award).

Issue and Discussion: Phase 2 construction sequence has been in progress since May 2024. Over the course of construction, we have encountered a combination of staff requests/ recommendations pertaining to increased storage capacities and the reutilization of space designated for a gas burning fireplace into an indoor rock-climbing wall. The main gas line service was also required to be moved from the previously designated space through the library parking lot onto the City's parcel. The city has also transitioned the space of the landscaping seat wall situated at the main entrance into a donor wall that community members have participated in fundraising efforts towards.

Staff has discussed with JKAE to provide cost estimates for these items and has received proposals. To move forward with the above-mentioned scope change, the Public Works department will need to formally amend the Professional Services Agreement (Attachment 02 – Amendment 8) via City Council Approval.

The general scope of work by JKAE is shown below and detailed in Attachment 02.

Bulletin 10 – Fire and Gas Utility Plan Updates

- Generation of new civil sheets reflecting the new locations of the fire-water service connection and gas mainline connection

Continued Coordination of Client Requests

- Bulletin 16 – Lobby Stair Storage design
- Bulletin 17 – Outdoor Storage area under event deck
- Bulletin 18 – Structural Engineering of AV enhancements
- Bulletin 19 – Climbing Wall Coordination with vendor

Additional Client Requests

- Bulletin 20 – Addition of Hydronic Ready Infrastructure
- Bulletin 21 – Donor Brick Wall Coordination

JKAE Contract C-084-2020		
Contract Item	**Description**	**Value**
Base Contract		$2,535,080.00
Amendment 01	Scope changes due to larger facility design	$1,193,328.00
Amendment 02 & 04	Scope changes due to project relocation to another site at 56 Acres	$193,007.00
Amendment 05	Construction administration services for facility construction phases 1 & 2	$885,428.00
Amendment 06	Scope changes required for re-bidding the project	$144,550.00
Amendment 07	STPUD Survey, AV enhancement, Client Changes	$108,920.00
Amendment 08	**Fire & Gas Changes, Client Changes**	**$50,000.00**

Table A – Approved Contract Change Orders affecting existing Project Contingency Appropriation

Financial Implications:

The additional services for the design work total $50,000. Staff is recommending funding the additional design services utilizing the available 5% contingency balance in the project account. The Construction contingency allocated by resolution 2023-073 with Roebbelen Contracting Inc. and by the bond proceeds reconciliation resolution 2023-086 was $3,392,555. To date, construction contingency usage has totaled $1,580,460, with an estimated $1,399,761 additional pending construction change order amounts in which final amounts are still in negotiations.

- Original construction contingency of $3,392,555.
- Construction contingency use of $1,580,460 to date.
- Estimated $1,812,095 remaining construction contingency amount.
- Estimated $1,399,761 additional contingency use through end of project, subject to change.

The current balance in the accounting system for the Project Contingency line item 301-60018-48032 is $3,392,555, which reflects the original contingency allocation. This amount does not account for contingency already utilized to date, as related work order changes, comprising both increases and decreases to the total construction contract amount, are being tracked outside the accounting system. All construction change orders will be brought to Council for approval collectively, closer to the completion of construction. No additional funding is required to be added to the project at this time. The additional services for the design work with JKAE will be funded

from the total available contingency amount of $1,812,095, which remains after accounting for the change orders to Roebbelen's contract.

Environmental Considerations:
California Environmental Quality Act (CEQA) negative declaration documents for the 56 Acre Master Plan and the Recreation and Aquatics Center were approved by the State Clearing House (file #2021120206) and the Notice of Determination filed with the El Dorado County Clerk on 1/19/2022.

Policy Implications:
The project is consistent with the following Strategic Plan, General Plan, Community Plan and Recreation Plan documents:

Strategic Plan 7.1 – Recreation and Equitable Access for All

1. Complete the new Recreation and Swim Complex and in the meantime, maintain the current complex for resident use.

General Plan Policy LU-3.2: Neighborhood and Recreation Connectivity. The City shall improve connections and access to a wide range of recreational opportunities, which will improve the quality of life of residents and visitors.

General Plan Policy LU-8.1: Mountain Architectural Theme. The City shall promote the use of a "mountain" architectural theme in all new and remodeled developments. Mountain architecture features the use of pitched roofs, natural colors, and natural material such as rock and wood.

General Plan Policy LU-8.2: Native Plant Use. The City shall require the most environmentally efficient and attractive landscaping at all City-owned public buildings and encourage their use and maintenance on private property.

General Plan Policy LU-9.1: Sustainable Construction Methods. The City shall promote the use of "green" and sustainable construction in new housing units, commercial developments, and mixed-use centers.

General Plan Policy LU-11.3: Equitable Distribution of New Public Facilities and Services. The City shall plan for the equitable distribution and use of new and upgraded public facilities and services that increase and enhance the entire community's quality of life.

General Plan Policy LU-11.4: Quality of Life for all Age Groups. The City shall develop a strategy to provide amenities and facilities that support a high quality of life for all age groups.

General Plan Policy ED-1.10: Expanding Events and Entertainment Opportunities. The City shall encourage the sponsors of sporting events, festivals, parades, international competitions, and entertainment shows to hold events at public (e.g., Parks and Recreation facilities, roads, or public lands) and private facilities in South Lake Tahoe, particularly during off-season (Spring and Fall). The City shall also participate in community organizations specifically formed for this purpose (e.g., Sports Commission).

General Plan Policy PQP-8.4: Coordination with Utility Providers. The City shall coordinate with gas and electricity service providers to site and design gas and electric systems to minimize environmental, aesthetic, and safety impacts to existing and future residents.

General Plan Policy PQP-10.1: Social Activity Centers. The City shall design new community centers and other types of public facilities as social activity centers.

General Plan Policy PQP-10.2: Energy Efficiency in City Buildings and Facilities. The City shall incorporate energy efficiency standards into all City-owned.

AMENDMENT 8 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement C-084-2020 entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architectural Engineering (JKAE)** ("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 July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 008** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than October 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by October 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 8** by the sum of **$50,000** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$5,060,303** plus the additional fee of **$50,000** for an amended total fee of **$5,110,303** 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: _____
Tamara Wallace, Mayor

CONSULTANT

By: _____
Jordan Knighton
Partner JKAE
Business License # 008282

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

CITY SEAL:

JKAE
architecture + interiors + engineering

LETTER OF AUTHORIZATION
Amendment 08 – Client Requested Changes

CLIENT:	City of South Lake Tahoe	**DATE:**	May 14, 2025
ATTN:	Ricky Riddle	**PROJECT:**	20-370 Recreation Swim Complex

PROJECT AMENDMENT:
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Amendment 09 – Client Requested Changes
Client wishes to direct JKAE & Design Team to implement minor client-directed design changes. This additional service is meant to provide the design team with an extended budget to allow for these changes to occur without delay.

BULLETIN 10 - FIRE AND GAS UTILITY PLAN UPDATES	$15,000.00
CONTINUED COORDINATION OF CLIENT CHANGES IN AMENDMENT 07 Bulletin 16 – Lobby Stair Storage (Additional Scope from Climbing Wall) Bulletin 17 – Outdoor Storage Area Bulletin 18 – Structural Engineering for AV Enhancements Bulletin 19 – Climbing Wall Coordination with Vendor	$25,000.00
ADDITIONAL CLIENT REQUESTED CHANGES: Bulletin 20 – Addition Of Hydronic- Ready Infrastructure Bulletin 21 – Donor Brick Wall Coordination	$10,000.00
AMENDMENT 08 TIME & MATERIALS FEE	**$50,000.00**

Note that design changes in excess of the $50,000 estimated maximum will be tracked as separate additional services in which JKAE will provide a separate proposal. JKAE will not proceed beyond the $50,000 estimated maximum without prior Client written authorization.

Please acknowledge your acceptance of this Letter of Authorization with your signature below and return via email.

Sincerely:
JKAE

Patrick Sheehan, Project Manager

Chris Vicencio, Partner, C 26985

Approved:

Client Date

Print Name / Title

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CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 28th day of July 2020 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **JK Architectural Engineering** ("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. *See Exhibit A for Consultant's basis of understanding and scope of work.*

   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, 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 three (3) years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit A** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$2,535,080** 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. *Additional services and compensation to be mutually agreed upon.*

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

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

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant

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for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

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

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

15. Insurance Requirements.

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

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

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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.

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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.

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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

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Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

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

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

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit B**. Further, Consultant shall require that the language of the certification in **Exhibit B** be included in all contracts or

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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.

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

CITY OF SOUTH LAKE TAHOE:

By countersigned

Mayor, Jason Collin

CONSULTANT:

By

Jordan Knighton, Partner

Business License # 008282

APPROVED AS TO FORM:

By Heather Strand

City Attorney

ATTEST:

By

City Clerk Susan Blankenship

Attachments:

Exhibit A – Scope of Services

Exhibit B - Anti-Lobbying Certification

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

CITY OF SOUTH LAKE TAHOE:

DocuSigned by:

By Jason

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Mayor, Jason Collin

CONSULTANT:

By countersigned

Jordan Knighton, Partner

Business License # _____

APPROVED AS TO FORM:

By countersigned

City Attorney, Heather Stroud

ATTEST:

By countersigned

City Clerk , Susan Blankenship

Attachments:

Exhibit A – Scope of Services
Exhibit B - Anti-Lobbying Certification

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EXHIBIT A

SCOPE OF SERVICES – RECREATION CENTER A&E SERVICES

JK ARCHITECTURAL ENGINEERING

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JK ARCHITECTURE ENGINEERING

INTRODUCTION

July 21, 2020

Jim Marino
Capital Improvements Project Manager
Department of Public Works
1052 Tata Lane
South Lake Tahoe, CA 96150
jmarino@cityofslt.us

Jim,

We are delighted to provide you with our professional services proposal for the design and engineering of the City of South Lake Tahoe Recreation/Aquatic Complex. The JKAE/BRS team is excited to have the opportunity to collaborate with the City and community on a journey to **IMAGINE**, **DESIGN**, and **CREATE** an exceptional new facility that is inspiring as well as uplifting and that meets and exceeds the expectations of City of South Lake Tahoe community.

We have put together a comprehensive proposal that outlines the proposed *Project Approach*, *Scope of Work*, comprehensive *Fee*, and detailed *Schedule* for the project. We understand that every project is a journey of sorts and that the City of South Lake Tahoe began this visioning process several years ago. As such we will continue to jump in to understand and incorporate the past history of the site and project. In addition, we will be working collaboratively with your master-planning team to dovetail our site and building design process with that of the master-planning effort for the larger 56 acre park master plan that will move ahead concurrently with our process..

We believe we have put together an efficient and cost-effective design approach that will allow for extensive and productive community engagement, while confirming that the end result is a facility that helps to define the future vision of the City and the community. Our team is prepared to move forward with a process that we believe will be fulfilling and highly collaborative. We understand that the City will benefit by having a trusted advisor who brings decades of experience in community process, public sector design, and recreation center design. We place a high value on the trust the City is placing in our team, and we take that to heart. We will endeavor to continue to build upon that trust over the coming months and years to help deliver a phenomenal new facility, with all the incredible experiences that it will offer for the community and visitors of the City of South Lake Tahoe.

Please review the materials we have provided and let us know your questions and comments. There is a lot to absorb and we would therefore like to walk through this proposal with you in detail to answer your questions.

Sincerely,

Jordan Knighton, AIA
Partner JK Architecture Engineering
C-15848

Katie Barnes, AIA
Managing Partner, Barker Rinker Seacat Architecture

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PROJECT APPROACH

For your review and input, we have prepared a Preliminary Work Plan based upon our expertise in delivering master planning and design of civic recreational and aquatic facilities. Each project we design evolves and is adjusted through the collaboration of our team and clients to assure that our process and deliverables meet your Form, Function, Time (Schedule), Economy (Budget), and Sustainable goals and constraints. We have developed the following project approach to define the various phases of the City of South Lake Tahoe Recreation Center project that will be required through the duration of the project.

To achieve these goals the following is a summary of our collaborative planning, design, and construction support process:

TASK 1: IMAGINE | **Program Verification & Conceptual Design**
- Project Program
- Support Master Planning effort by others
- Site Analysis & Determination
- Conceptual Design

TASK 2: DESIGN | **Schematic Design – Agency Review**
- Schematic Design
- Design Development
- Construction Documents
- Agency Review

TASK 3: CREATE | **Bid & Construction Services**
- Bid Support
- Construction Administration Services
- Project Closeout Support

SCOPE OF WORK UNDERSTANDING / PROJECT OVERVIEW

JKAE Architecture Engineering and Barker Rinker Seacat Architecture (JKAE/ BRS) have prepared the following scope of services and fee proposal to assist the City of South Lake Tahoe with the program for your new Recreation and Aquatics Center. We will collaborate with your master-planning team to develop a program and site/building concept for the new facility.

- **Construction Budget:** $24M
  - Note the current soft-cost allocation is $6M for a total Project Budget of $30M. (to be confirmed during program development).
- **Project Requirements:** New Recreation and Aquatics Center potentially including the following (to be confirmed to align with allowable budget):
  - Leisure and Competition Aquatics Space
  - Workout/Fitness Space
  - Two to Four-Court Gymnasium
  - Elevated Gymnasium Running Track
  - Meeting and Classroom Space
  - Multi-Purpose Space
  - Senior Activities Space
  - Commercial Kitchen and Food Preparation Areas
  - Office/Administration Space
  - Mechanical Areas
  - Civil/Site Design Including
    - Topographic Survey
    - Geotechnical & Hydrological Reports
    - Land Coverage Calculations
    - Parking Improvements
    - Ingress/Egress Roads

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- Stormwater Improvements
- Site Lighting, as determined by Electrical Engineer
- ADA Accessibility
- Pedestrian Walkways & Signage
- Landscaping and Hardscape, as determined by Landscape Architect

- Consultants/Engineering (Base Services):
  - Civil Engineer (JKAE)
  - Landscape Design (Design Workshop)
  - Structural (Buehler Engineering)
  - Aquatic Design (Aquatic Design Group)
  - Mechanical/Plumbing/Fire Sprinkler (Capital Engineering)
  - Electrical/Lighting/Low Voltage/Fire Alarm (The Engineering Enterprise)
  - Kitchen Design (AMD Kitchen Design)
  - Acoustic (Bollard Acoustical)
  - Cost Estimating (Cumming Corp)
- Sustainable Design (Supplemental Services)
  - LEED Consulting Services (Ambient-e)
  - LEED Gold minimum preferred
- Other Services (Supplemental Services)
  - Geotechnical Engineering/Study (NV5)
  - Topographic Survey (Psomas, formerly Andregg)
  - Traffic Study (LSC)
  - TRPA Support (JKAE)
  - CEQA Support (Ascent Environmental, Inc.)

- **Project Goals:**
  - The Recreation Center Project is a community-driven project in which the City of South Lake Tahoe desires to create a significant recreation and aquatics facility that strives to be; sustainable, architecturally relevant to the surroundings, easily accessible, multi-functional, and environmentally responsible.

TASK 1: IMAGINE Phase

1.1 PROJECT PROGRAM VERIFICATION, PRE-DESIGN, AND COLLABORATION WITH MASTER-PLANNING TEAM

JKAE/BRS will work collaboratively with the City of South Lake Tahoe to refine and finalize the project program.

A. General Approach:

1. Facilitate a City Project Team (CPT) Kickoff Meeting with participants as identified by the City to define roles and responsibilities and confirm the planning process approach and project schedule. Develop and issue meeting notes for one (1) kickoff meeting, two (2) anticipated Stakeholder Interviews.
2. Existing facilities on the site are not anticipated to be a part of the project. Should existing facilities become included in the project, City to compile and make available to the design team as-built information of the existing facilities, provided by Owner, including original construction drawings and upgrades that have occurred over time.
3. Review pertinent codes and zoning to understand code and land-use constraints of the project.
4. Review background information such as previous topographic maps, and geotechnical studies as well as comprehensive review of previous concepts, reports, site history, master plans, and community plans. Prior programming, planning and design studies for the site shall be provided by the City.
5. Visit the site to visually assess the existing site conditions such as access and circulation, views, sun exposure, relationship of structures, adjacent properties, etc.
6. Regular communication and coordination with City and the Master Planning Consultant, Design Workshop throughout the planning process.

B. Program Goals:

Kick-Off Meeting with SLT Recreation Manager to develop initial program building upon prior community goals and establish the basis of new community outreach and validation.

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C. **Community Outreach / Public Meeting Process:**

The JKAE/BRS team will collaborate with the City Project Team (CPT) and Design Workshop at the outset of the project to "right size" the quantity, scheduling and format of public meetings to align with the City's goals for this process. JKAE/BRS will facilitate public meetings with the goal of gathering community input and context, as well as actively informing the community regarding the project's schedule, program and design. Public meetings can be held in-person and/or virtually.

- We recommend a project Vision and Conditions of Satisfaction be shared at the beginning of each public meeting.
- Programming exercises in the first public meeting allow the community to participate in prioritizing what can be accomplished with the funds available. Our program prioritization exercise, called "Dot-Ocracy", includes a voting process as well as a solicitation of comments.
- Concept renderings and informational materials will be provided at community meetings and on the project website.

D. **Facility Operations Analysis**

The JKAE/BRS team will provide services related to program element and capital and operation cost analyses based on city cost recovery philosophy, budgets for expense and revenue projections, staffing, operating hours and scheduling, attendance estimates, fee structures and maintenance plans.

E. **Meetings and Workshops:** (all meetings to be coordinated with Park Master Plan Team, as appropriate)

The project design schedule is organized around key Client Workshops. Workshop attendees will include the City Project Team (CPT) and the JKAE/BRS team as well as Design Workshop and any other appropriate consultants at specific engagement points. BRS' Owner Decision Matrix identifies all Workshop agenda items including each client team decision.

- City Project Team (CPT) Kick-Off Meeting
- City Project Team (CPT) Workshops: Five (5) anticipated (to be confirmed)
- TRPA Pre-Development Meeting: One (1) - Refer to Section 3.1.A Agency Permit Review - TRPA for additional information
- Initial coordination with TRPA for land capability verification, existing coverage verification, and identification of potential site constraints for consideration during the site selection process
- SLT Planning Department Pre-Development Meeting: One (1)
- Stakeholder Interviews: One (1)
- Stakeholder Review Meeting: One (1)
- CIty Project Team (CPT) Check-In Calls (between Workshops) - Six (6) proposed, as needed
- Public Meetings: Three (3) anticipated
- Parks Board / SLT Planning Commission Presentation: One Joint (1)
- City Council Presentation: One (1)

F. **Deliverables:**

- Non-statistically valid online public survey results and analysis
- Project specific website
- Public feedback results and analysis
- Preliminary code analysis
- Preliminary site analysis
- Project program summary
- Establish master-plan level design options
- Meeting minutes
- Preliminary-design level basis of design report

G. **Cost Estimate:** Preliminary-design level cost estimate

H. **Programming Phase Note:** The Programming Phase includes the engagement of the park master plan team in a collaborative community process achieving relevant efficiency. In the event the park master plan process does not proceed, a contract adjustment will be negotiated to accommodate said change to the process.

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TASK 2: DESIGN Phases

2.1 SCHEMATIC DESIGN

A. **General Approach:**

- Establish an overall design direction and prepare and submit Schematic Design Documents illustrating the scale and relationship of project components. We will submit a program and estimate for the cost of the work along with Schematic Design Documents and Schedule to the City for review and approval. The City will provide written approval of the scope that they agree to move forward with into the Design Development Phase that meets the approved construction budget. Scope areas that are outside of the allowed budget will be carried as add alternates through Schematic Design but will not be developed further than the Schematic Design level. The information will be available for future design and documentation as an additional service when project funding is available.

B. **Meetings and Workshops:**

- City Project Team (CPT) Workshops: Three (3)
- CPT Check-In Calls (between Workshops): Four (4) proposed, as needed
- Permitting Agencies: South Lake Tahoe Planning Review. Two (2) meetings.
- Public Meetings: One (1)

C. **Deliverables***:* Schematic Design Package including preliminary code review, site plan, floor plans, schematic pool plans and sections, building sections, exterior elevations, exterior three-dimensional renderings, color palette, interior design narrative and initial LEED score card. Schematic Design plans will include preliminary site layout & utilities, grading, landscaping and coverage calculations, per TRPA requirements.

D. **Cost Estimate:** Schematic-Design level cost estimate.

2.2 DESIGN DEVELOPMENT

A. **General Approach:**

- *Develop the approved Schematic Design Documents for the preferred project site to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, aquatic, landscape and civil site development. Develop design-development level specifications (CSI format). Consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics.*

B. **Meetings:**

- CPT Workshops: Three (3)
- CPT Check-In Calls (between Workshops): Five (5) proposed, as needed
- Permitting Agencies: TRPA
- Public Meetings: None
- Rec Board / SLT Planning Commission Meeting: One (1)

C. **Deliverables***:* Design-Development Package including architectural and all engineering disciplines to include code analysis updates, site plan, floor plans, roof plans, reflected ceiling plans, enlarged plans building sections, wall sections, partition types interior and exterior elevations, interior design materials selections and finishes, preliminary details, furnishing and fixture schedules, color palette, interior design narrative and LEED score card. Civil Design Development plans will include preliminary site layout & utilities, grading & drainage, temporary and permanent BMPs, coverage calculations, construction notes and details. A preliminary Drainage Report will also be prepared. The Design Development package will be used for CEQA and TRPA submittals. Requested design revisions after work under this task begins will be considered Additional Services and billed on a Time and Materials basis.

D. **Cost Estimate:** Design-Development level cost estimate at 100% DD.

- Include soft-cost estimate for furnishings, fixtures, gym equipment, and other misc. equipment

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2.3 CONSTRUCTION DOCUMENTS

A. **General Approach:**

- Finalize the approved Design Development Documents, including architectural and all engineering disciplines, to a level satisfactory for permitting and bidding. Develop Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. Incorporate design requirements of governmental authorities having jurisdiction. Assist the City in the development and preparation of bidding and procurement information, the form of agreement between Owner and Contractor, and the Conditions of the Contract for Construction. Compile a project manual that includes the Conditions of the Contract for Construction and Specifications as well as bidding requirements and sample forms incorporating front-end documents provided by the City's legal counsel. An early site package is anticipated in order to start the permit review process early. An early or multiple building package(s) are not included in this scope of work.

B. **Meetings:**

- CPT Workshops: Two (2)
- CPT Check-In Calls (between Workshops): Seven (7) proposed, as needed
- Permitting Agencies: South Lake Tahoe Building Department, El Dorado County Health Department, El Dorado County Fire and Relevant Utility Agencies
- Public Meetings: None

C. **Deliverables:** Construction-Document Package including architectural and all engineering disciplines to include code analysis updates, site plan, floor plans, roof plans, reflected ceiling plans, enlarged plans building sections, wall sections, partition types interior and exterior elevations, interior design materials selections and finishes, details, furnishing and fixture schedules, color palette, interior design narrative and LEED score card. Civil Construction Documents will contain the final design for site layout & utilities, grading & drainage, temporary and permanent BMPs, coverage calculations, drainage report, construction specifications, and design calculations suitable for approval by the City of South Lake Tahoe, El Dorado County, Fire and relevant utility agencies. This scope does not include Bid Phase work, Construction Administration work, or Agency Approvals processing. General project Administration is included. Requested design revisions after work under this task begins will be considered Additional Services and billed on a Time and Materials basis.

D. **Cost Estimate:** Construction-Document level cost estimate at 100% CD (permit submittal).

- Include soft-cost estimate for furnishings, fixtures, gym equipment, and other misc. equipment to begin program operation.
- Note: This estimate shall be used as Engineer's Estimate during the bid phase.

TASK 3: CREATE Phases

3.1 AGENCY PERMIT REVIEW

This task will include permit submittal of drawings and specifications to the City Building Department, and City Public Works department, as necessary, Fire, Utility Districts, and County Department of Environmental Health.

The following products will be prepared/delivered for this section:

- Documents as required for building permit submittal including permit review application and kitchen equipment cut sheets as required by County Department of Environmental Health.
- Note: All permit submittal/review fees to be paid by the City.
- This scope includes coordination response to review comments, coordination with Client and design team, and General Project Administration. The estimated budget for this phase assumes up to two rounds of review and comments from the applicable agencies.

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Assumptions & Exclusions:

- At this time, it is assumed no work will be proposed within the Caltrans ROW and, therefore, this proposal does not include coordination or permitting efforts through Caltrans.
- TRPA Soils/Hydro application and approval, if required, to be obtained by the Geotechnical Engineer.

3.1.A AGENCY PERMIT REVIEW - TRPA:

This task will include review coordination and processing of required TRPA permits and approvals as listed below:

- Review of available existing background information for the project site during Program Verification/Pre-Design Phase (as described in Section 1.1 above);
- Initial coordination with TRPA during Program Verification/Pre-Design Phase (as described in Section 1.1 above) for land capability verification and existing coverage verification, and identification of potential site constraints to assist the site selection process;
- Pre-Development application and coordination meeting (to be completed during the Program Verification/Pre-Design Phase, as described in Section 1.1 above);
- After completion of the Civil Design Development and Architectural Schematic Design phases, JKAE will prepare a complete application package, including but not limited to the Initial Environmental Checklist, and Findings for submittal to TRPA.
- Response to review comments and permit coordination;
- Review of final Conditions of Approval.

Assumptions & Exclusions:

- It is expected that the TRPA Permit Processing will be done concurrently with the CEQA review process described under Section 3.2 Environmental Services.
- TRPA Soils/Hydro application and approval, if required, to be obtained by the Geotechnical Engineer.

3.1.B AGENCY PERMIT REVIEW - LAHONTAN Regional Water Quality Control Board:

Under this scope of work JKAE/BRS will prepare the SWPPP report and package, as required by the California Regional Water Quality Control Board (Lahontan) Construction General Permit. This scope also includes uploading the Lahontan required documentation to the Storm Water Multiple Application and Report Tracking System (SMARTS) website for Lahontan approval, necessary revisions to the SWPPP package, coordination with Lahontan and Client. We anticipate only minor revisions to the SWPPP package during the review process.

Assumptions & Exclusions:

- SWPPP Report will be prepared after completion of the Construction Documents (see Section 2.3 above);
- As required by the Water Board, Client will set-up the project in SMARTS and add JKAE/BRS as a Data Entry Person. Once that process is complete, JKAE/BRS will upload the required information for permit approval.
- JKAE/BRS will provide assistance to Client to set-up the project in SMARTS, as necessary.

3.2 ENVIRONMENTAL SERVICES

This task will be prepared by CEQA consultant (Ascent Environmental) using the documentation prepared under Section 2.2 Design Development to support development of the project description for the environmental document. Scope under this task is as outlined below, however the exact scope of work for environmental services will depend on further refinement of the project scope, thus this scope will need to be refined:

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- Development of project description – Area of Potential Effect (APE): The CEQA consultant will review materials prepared during earlier tasks to delineate and APE and prepare a project description for evaluation in the environmental analysis. The consultant will prepare a draft project description and APE for review by the City. The consultant will address one set of comments from the City and prepare a final APE and project description.
- Initial checklist: The CEQA consultant will prepare an initial study (IS) with responses to all questions listed in Appendix G of the State CEQA Guidelines. The IS will include substantial evidence to support all impact determinations. The consultant will prepare a draft IS for City review, address one set of comments from the City and prepare a print check draft. Following City review of the print check IS, the consultant will make final edits to the IS, if necessary, and produce the environmental document for public review and comment
- Notice of Preparation (NOP): Based on our current understanding of the project, it is assumed that all impacts of the project can be mitigated to a less than significant level, such that an IS and Mitigated Negative Declaration (IS/MND) will be the appropriate level of environmental review. Preparation of an NOP is not required for an IS/MND. However, if an Environmental Impact Report (EIR) is the appropriate level of environmental review, the consultant will prepare and distribute an NOP.
- Notice of Intent (NOI): To begin the public review period for the anticipated IS/MND, the consultant will prepare and circulate a draft and final NOI.
- Public Scoping Meeting(s): As stated above, it is anticipated that an IS/MND would be the appropriate level of environmental review. Preparation of an IS/MND does not require a formal scoping period or scoping meeting. However, if required or desired, the consultant can facilitate a scoping meeting either in person or virtually as pandemic conditions dictate.
- Progress Meetings: The CEQA consultant will attend regular progress meetings with the project team during the environmental review phase of the project.
- Schedule: The CEQA consultant will develop and maintain a mutually agreed upon schedule for preparation of the environmental document.
- Technical Studies and Reports, as required: It is assumed that the IS/MND will tier to the program-level IS/MND that will be prepared for the 56-Acre Park Master Plan. As such, technical studies prepared for program-level IS/MND are expected to be sufficient for several resource areas, including transportation and circulation, and biological resources. The consultant will prepare other technical studies as necessary, which could include a site-specific survey for cultural resources and/or visual simulations of the proposed project.
- Statement of Objectives, and Purpose and Need: The CEQA consultant will work collaboratively with the project team to develop a statement of objectives that describes the purpose and need for the project. These objectives will be incorporated into the project description.
- Alternatives Evaluation: As stated above, it is anticipated that an IS/MND would be the appropriate level of environmental review. Preparation of an IS/MND does not require an evaluation of alternatives. If preparation of an EIR is necessary, or if the City desires and alternative evaluation, the CEQA consultant will prepare an alternatives evaluation.
- Document preparation and Clearinghouse filing: The CEQA consultant will be responsible for preparation and production of the environmental document and filing with the state clearinghouse and county clerk, as necessary.

Assumptions & Exclusions:

- Budgeting for this task requires greater definition of project scope, therefore, the provided budget is for preliminary planning purposes only. Scope and budget will be refined by CEQA consultant in coordination with the City, after further determination of project scope. The scope and budget above are provided for planning purposes.
- Initial budget estimate provided assumes the program-level CEQA document for the 56-Acre Park Master Plan will be available first, and the Rec Center CEQA document will be an Initial Study/Mitigated Negative Declaration that is tiered to the program-level document for the Master Plan.
- After further project scope determination, JKAE will provide supporting documentation and information necessary to assist CEQA consultant in the preparation of the documents listed above.

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- Technical Studies and Reports - it is our understanding that Master Plan level technical studies and reports are being prepared for the entire site and, it is expected that some of these studies and reports would be reused for the site specific CEQA application.

3.3 BID SUPPORT

This task is to prepare for and assist Owner with the public bidding of this project:

1. Coordinate specifications booklet with City's legal-counsel provided front-end bid documents.
2. Assist City with solicitation of bids by notifying local contractors, regional trade associations, and regional plan houses.
3. Assist City with conducting of a, mandatory or non-mandatory, pre-bid meeting.
4. Review pre-bid RFIs and Issue pre-bid Addenda as necessary.
5. JKAE will make bid drawings and documents available electronically by PDF format. Hard copies for bid purposes may be ordered by Owner at Owner expense from local print service of Owner's choosing.
6. Attend bid opening and log bid responses.
7. Note: Should City decide to rebid project, JKAE will provide Bid Support on the additional bid on a Time and Materials basis.

The following products will be prepared/delivered for this section:

- Bid RFI responses as required.
- Bid addenda as required
- Attendance at one pre-bid meeting and notes from the meeting.

3.4 CONSTRUCTION ADMINISTRATION SUPPORT

This task will be where our team will help administer the contract for construction:

1. Attendance at construction meetings, frequency to be confirmed
2. Review of project schedule, schedule of values, and other contractually-required materials provided by General Contractor.
3. Response to RFIs.
4. Review of submittals and pay applications.
5. Issuance of ASIs and clarifications.
6. BRS Natatorium Pre-Construction Meeting
7. Review of change order requests and assistance with drafting change orders for City's approval
8. Observance of construction for general conformance with the contract documents.
9. JKAE punch list of final construction.
10. JKAE review of contractor-provided as built drawing set (suggest that contract for construction require hot-linked as-built PDF file from General Contractor).
11. JKAE will provide an electronic record set that is overlaid on the general contractor's approved electronic as-built set. The overlay will include attached RFIs, ASIs, CCDs, and Change Orders. The formatting will be in BluBeam formatted as a PDF.
12. JKAE review of manuals and warranties provided by General Contractor.
13. JKAE assistance with Grand Opening event including project flyer and graphics support to City.

Assumptions & Exclusions:

1. QSP (Qualified Stormwater Practitioner) services, as required by Lahontan, have not been included based on the assumption the Contractor will be performing related tasks.

SCHEDULE

The following is an estimated schedule to complete the tasks described above. (See attached Gantt schedule for more detail)

TASK 1: IMAGINE | **5 Months**

Project Program & Conceptual Design	5 months

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TASK 2 DESIGN | **15.5 Months**

Schematic Design	
SD Phase	3 months
SD Cost Estimate, Client Review & NTP	2 weeks
Design Development	
DD Phase	4 months
DD Cost Estimate, Client Review & NTP	2 weeks
Construction Document Phase	
CD Phase	4 months
CD Cost Estimate, Client Review & NTP	2 weeks (Simultaneous with Agency Permit Review)
Agency Permit Review	3 months
Building/Public Works/County Health	3 months

TASK 3 CREATE | **19 months**

Bid Support	2 months
Construction Administration Services	17 months (to be verified by General Contractor)

COST PROPOSAL

The following is our fee proposal to accomplish the scope described in the preceding Project Work Plan pages for Tasks 1.1 through 3.2. We look forward to advancing these scope and fee strategies to meet your goals.

Programming and Concept Design	**$236,130**
Schematic Design *Please note that a budget of $37,500 is built into the fixed fee for CEQA services during schematic design phase. While we do not expect the need for services to exceed $37,500; there could be an issue or complication in the CEQA process out of our control that requires additional services should the $37,500 budget be exceeded.*	**$477,650**
Design Development *Please note that a budget of $37,500 is built into the fixed fee for CEQA services during design development phase. While we do not expect the need for services to exceed $37,500; there could be an issue or complication in the CEQA process out of our control that requires additional services should the $37,500 budget be exceeded.*	**$750,900**
Construction Documents	**$879,600**
Agency Review	**$134,400**
Bid Support	**$56,400**
Total Base Services Fixed Fee (Preliminary Design - Bid Support)	***$2,535,080***
Construction Administration Support *Please note that Construction Administration Services are NOT optional. We are guided by the CA Architects Practice Act and required by our insurance providers to provide construction administration support. This applies to Architecture and all Engineering services included in the Base & Supplemental Fees.*	**$634,100**
Required Future Services Fixed Fee (Construction Administration)	***$634,100***

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CONSULTANT/ENGINEERING FEES (INCLUDED IN COST PROPOSAL ABOVE)

	Base Services	Construction Administration
• Structural Design:	$195,800	$54,000
• Civil/Site Design:	$169,000	$15,000
• Landscape Design:	$93,965	$20,000
• Electrical/Lighting/Low Voltage:	$163,800	$41,200
• Mechanical/Plumbing/Fire Sprinkler:	$228,294	$42,294
• Aquatic Design:	$166,500	$18,500
• Kitchen Design:	$12,000	$4,000
• Cost Estimating:	$83,220	NA
• Acoustical/Noise Mitigation Design:	$15,000	NA
Total Consultant Engineer Fees:	**$1,127,579**	**$194,994**

Please note that we have not marked up any of the consultant services.

SUPPLEMENTAL SERVICES FEES (INCLUDED COST PROPOSAL ABOVE)

	Base Services	Construction Administration
• LEED Consulting:	$51,000	$41,900
• TRPA & Lahontan Consulting:	$78,000	$0
• CEQA Consulting:	$75,000 (budget)	$0
• Topographic Survey (1 Site):	$19,080	$0
• Geotechnical Engineering (1 Site):	$37,850	$0
• Traffic Study:	$46,350	$0
Total Supplemental Services Fees:	**$307,280**	**$41,900**

Please note that we have not marked up any of the supplemental services.

REIMBURSABLE EXPENSES

In addition to our fees for professional services, we charge for project expenses incurred on your behalf. These typically include such items as document scanning & document reproduction and travel associated with in-person Client Team Workshops and Public Meetings (ideally held on the same day or two). Electronic (PDF) of all progress deliverables and permit set are included in our base services. We have established a reimbursable budget to cover these anticipated expenses. Note that virtual meetings have significantly minimized this reimbursable expense budget to the extent that virtual meetings will certainly play a role in the planning and project coordination process with the City. Backup will be provided for all expenses invoiced against the reimbursable budget. We have proposed a budget number below and will advise the City if we expect we may exceed this budget to request an increase.

REIMBURSABLE EXPENSES BUDGET

- Travel, Mileage, & Related Expenses: $19,000
- Printing: $1000

ADDITIONAL SERVICES

Additional scope may be requested by the City. Any services that are not defined in this agreement may be compensated on an hourly basis or pre-negotiated fixed-fee basis except for Construction Administration Services. Rates are based on our current employee rate schedule. The Fixed Fees indicated above are based on a City-budgeted construction cost of $24.0M. Should the construction budget be increased by 2% or greater due to unforeseen conditions, City request for additional scope, or other reasons, the professional design and engineering fees shall be adjusted upward based on 9.28% of additional budgeted construction costs over $24.0M for base services and additional option services and 2.47% of additional budgeted construction costs over $24.0M for construction administration services. There shall be no adjustment to fees should the project bid or complete

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construction below the project budget. Additional services would also include Advanced Signage & Wayfinding Design (based on $0.33/sf) as well as Advanced Interior Design (based on $1.54/sf). This proposal is for one (1) bid package for sitework, foundation, and building combined. Additional bid packages, including multiple bid packages for sitework, foundations, or other elements, are not included in this proposal but could be provided for an additional fee.

ASSUMPTIONS (OTHER SOFT-COST BUDGET ITEMS PAID BY OWNER)

- Hazardous materials studies/reports provided by Owner.
- Environmental studies/reports & CEQA oversight provided by Owner.
- Other special studies/reports provided by Owner.
- Agency review fees and permit fees paid by Owner.
- USGBC fees including all LEED submittal/review, certification, plaque, and other fees paid by Owner.
- Special inspections provided by Owner.
- Bid advertisement costs paid by Owner.
- Printing costs of bid sets and construction sets reimbursed by Owner. Note that current practice is to issue electronic (PDF) Bid sets. Electronic (PDF) progress and bid sets are included in JKAE and BRS' base services

2020 Hourly Rate Schedule

Partner	$235.00
Principal	$215.00
Associate Principal	$190.00
Project Manager – Architect	$180.00
Senior Architectural Designer	$180.00
Structural Engineer – SE (JKAE)	$175.00
Senior Architect	$165.00
Senior JKAE Structural Engineer – PE	$160.00
Senior JKAE Civil Engineer – PE	$160.00
Project Engineer (JKAE)	$150.00
Project Architect	$150.00
Senior BIM Designer	$135.00
Assistant Engineer (JKAE)	$130.00
Project Leader | Job Captain	$125.00
Business Manager	$115.00
CADD/BIM/Designer	$105.00
Marketing	$105.00
Office Manager	$100.00
Studio Assistant	$ 70.00
Consultant Services	cost plus 10%
Reimbursable Expenses	cost plus 15%
Mileage	$0.58 per mile

Rates subject to change annually

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Project Schedule

South Lake Tahoe - Recreation / Swim Complex

original date 2020 07 15

Revised

JK ARCHITECTURE

BARKER RINKER SEACAT ARCHITECTURE

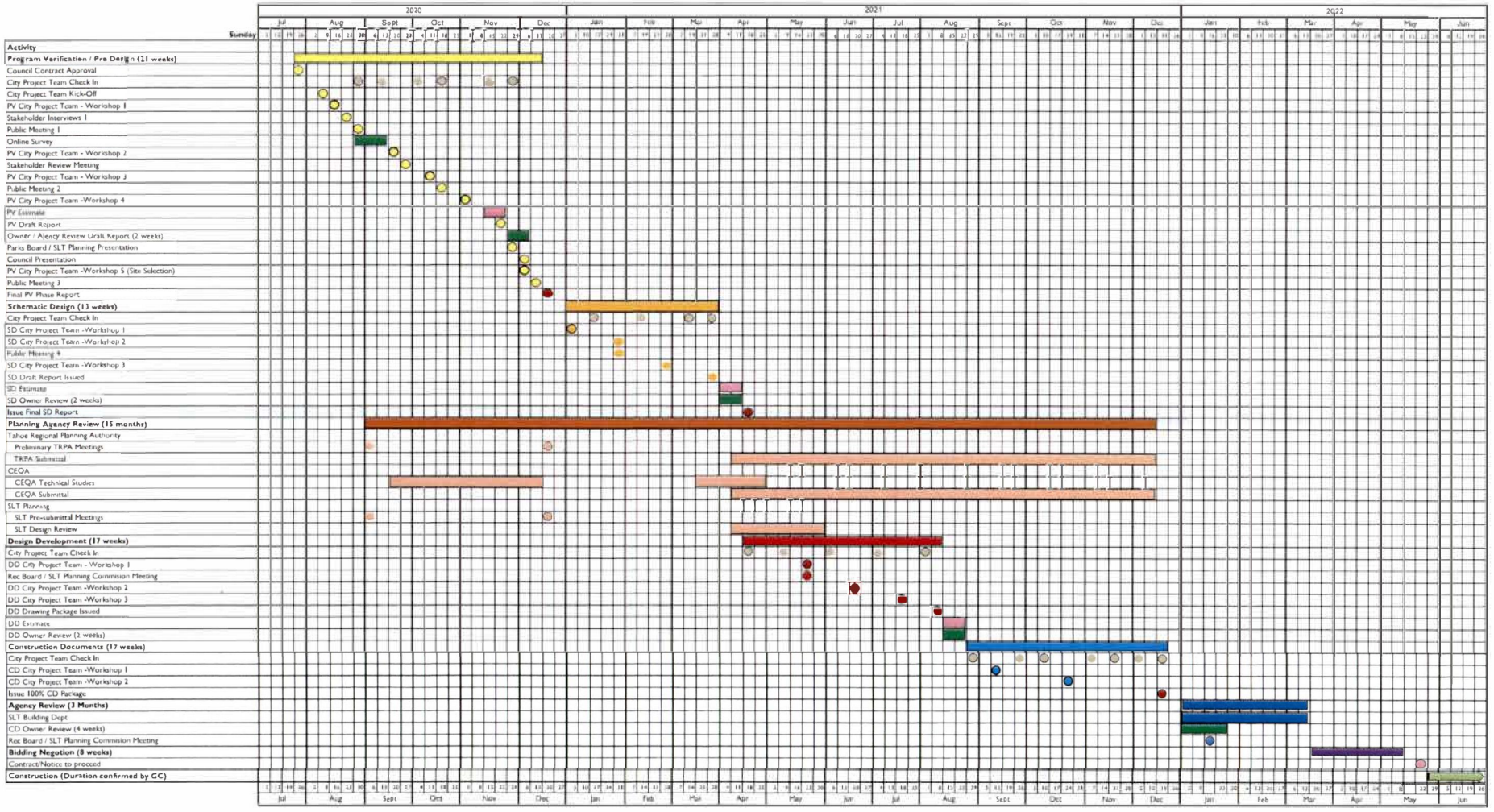

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EXHIBIT B

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

4.7.1.1 Consultant:

Name, Title

By: _____ Jordan Knighton, Architect of Record

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
P.O. Box 12675
Oakland CA 94604

License#: 0020739
JORDKNI-01

CONTACT NAME: Maurice Thornton
PHONE (A/C, No, Ext): 800-545-3090 FAX (A/C, No): 510-452-2139
E-MAIL ADDRESS: dracertificates@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Argonaut Insurance Company	19801
INSURER B : HARTFORD INSURANCE COMPANY	38288
INSURER C : Sentinel Insurance Company	11000
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jordan Knighton Architects, Inc.
11661 Blocker Drive, Suite 220
Auburn CA 95603

COVERAGES **CERTIFICATE NUMBER:** 1982022541 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	72SBWBC3209	3/12/2020	3/12/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	72SBWBC3209	3/12/2020	3/12/2021	COMBINED SINGLE LIMIT (Ea accident)	$ $2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	57WECAD0ETR	3/12/2020	3/12/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000
A	Professional Liability			1AE016923600	3/12/2020	3/12/2021	Each Claim Annual Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: 20-370 Recreation Swim Complex

City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

City of South Lake Tahoe
Attn: Jim Marino
1901 Airport Road
South Lake Tahoe CA 96150

CANCELLATION 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;
(b) In connection with your premises owned by or rented to you; or
(c) In connection with "your work" and included within the "products completed operations hazard", but only if
  (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract: This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract: If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

EXCERPT FROM Hartford Form SS 04 38 09 09
HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WECAD0ETR **Endorsement Number:**
Effective Date: 03/12/2020 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Jordan Knighton Architects, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 03/12/2021

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 57WECAD0ETR

Effective Date: 03/12/2020

Named Insured and Address: Jordan Knighton Architects, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603

Endorsement:

Effective hour is the same as stated on the Information Page of the policy.

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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CITY OF SOUTH LAKE TAHOE BUSINESS AND PROFESSIONS TAX NEW APPLICATION FORM
Fiscal Year July 1, 2020 to June 30, 2021

If located within the city limits you must submit an approved Zoning/Building Application form

BUSINESS NAME: Jordan Knighton Architects, Inc. (dba JK Architecture Engineering)

BUSINESS TYPE: (Describe the exact nature of the business to be conducted): Architecture & Engineering Professional Services

BUSINESS PHYSICAL LOCATION, CITY, STATE, ZIP: 165 River Road, Tahoe City, CA 96145

(List address where individual consents to receive Service of Process per AB2184, Sec16000 1(a)(2) and 16100 1 (a)(2))

BUSINESS PHONE: 530-888-0998

BUSINESS EMAIL ADDRESS: anda@jkaedesign.com

↓↓ BUSINESS MAILING ADDRESS ↓↓ **(If different from the Service of Process business address)**

NAME: Derek Labrecque

STREET/PO BOX: 11661 Blocker Drive, Suite 220

CITY, STATE, ZIP: Auburn, CA 95603

STATE EMPLOYER ID # C3 659528 FEDERAL EMPLOYER ID # 46-5254204

CALIFORNIA STATE SELLERS PERMIT # (REQUIRED FOR RETAIL SALES)

CALIFORNIA STATE LICENSE # AND CLASS C30650 - Architect (Derek Labrecque)

(CONTRACTOR, MASSAGE THERAPIST, BARBERING AND COSMETOLOGY, PROFESSIONAL, ETC.)

TAX COMPUTATION

1. ESTIMATED GROSS RECEIPTS. $1,000 MINIMUM — 1. $300 000
2. TAX RATE IS 2.69 PER $1,000 OF TAXABLE GROSS BASED ON BUSINESS CLASSIFICATION
3. TOTAL TAX (LINE 1 DIVIDED BY 1,000 THEN MULTIPLIED BY RATE FROM LINE 2) **$19,928.00 MAXIMUM** — 3. $807.00
4. $62.00 ADMINISTRATIVE + $10.00 TECHNOLOGY FEE: — 4. $ 72.00
5. SUBTOTAL (ADD LINES 3+4) $20,000 MAXIMUM — 5. $879.00
6. STATE MANDATED DISABILTY ACCESS AND EDUCATION FEE — 6. $ 4.00
7. TOTAL BUSINESS AND PROFESSIONS TAX (ADD LINES 5+6) $20,004 MAXIMUM — 7. $883.00

SPECIAL FEE SECTION

Ski Run Business Improvement District (SRBID) & Ski Run Frontage Fee Assessment
(Business addresses 1000 - 1236 Ski Run Blvd & 3668 Lake Tahoe Blvd)

8. 25% OF TOTAL TAX DUE (LINE 5 MULTIPLIED BY 0.25) — 8. $
9. FRONTAGE FEE BASED ON LINEAR FOOT MEASUREMENT FROM ASSESSORS'S PARCEL MAP — 9. $

Multi-Family Dwelling/Single Room Occupancy Ordinance (MFD/SRO)

10. MFD $88.00 TIMES NUMBER OF UNITS (6 OR MORE UNITS) — 10. $
11. SRO $88.00 TIMES NUMBER OF SRO UNITS — 11. $

Storm Water Inspection Fee per SLTCC § 7.15

12. $227.00 FOR COMMERICAL AND $285.00 FOR INDUSTRIAL — 12. $
13. **TOTAL DUE (ADD LINES 7 THROUGH 12)** — 13. $

NOTICE TO ALL BUSINESS & PROFESSIONS TAX APPLICANTS

- **Please be advised that in accordance with City Code § 6.55.020, no use that is illegal under local, state, or federal law shall be allowed within the City of South Lake Tahoe.**
- **Pursuant to City Code § 3.35.090 (A), the exact nature or kind of business for which a business certificate is requested must be furnished to the City of South Lake Tahoe.**

"I will not be selling, distributing, or providing any illegal or controlled substance, including, but not limited to, marijuana, as to do so violates STLCC § 6.55.020."

SIGNATURE _____ **TITLE** CEO/President **DATE** July 28, 2020

I DECLARE UNDER PENALTY OF PERJURY THE INFORMATION CONTAINED ON THIS APPLICATION IS TRUE AND CORRECT

*****SEE REVERSE SIDE FOR TAX COMPUTATION INSTRUCTIONS*****

BUSINESS AND PROFESSIONS TAX COMPUTATION INSTRUCTIONS

FINANCE DEPT/REVENUE DIVISION 1901 Lisa Maloff Way SUITE 210, SOUTH LAKE TAHOE CA 96150

PHONE 530-542-6012 / FAX 530-542-6041 REVENUE@CITYOFSLT.US / WWW.CITYOFSLT.US

NEW BUSINESS LICENSE APPLICANTS

Line #1. ESTIMATE your gross receipts for your business from your business start date to the end of the fiscal year (June 30). The business license fiscal year is July 1 to June 30. Round to the nearest $1,000. $1,000 minimum. Gross receipts are your income before expenses.

Line #2. Determine your tax rate schedule by your type of business, as follows:

Schedule A ($1.07 per thousand of gross): retail sales, restaurants, auto repair shops & print shops.

Schedule B ($1.62 per thousand of gross): janitorial, motels, real estate, massage therapy, general contractors (with only class A or Class B Contractor's License-no Class C or D license), computer service, consulting (without a degree) and baby-sitting.

Schedule C ($2.14 per thousand of gross): hairdressers, salons, taxi service, child care (State licensed for more than six children) and specialty building contractors (with Class C or D Contractor's license).

Schedule D ($2.69 per thousand of gross): dentists, physicians, attorneys, civil engineers, optometrists, chiropractors, consultants (with degrees), and schools of instruction.

If your business is not shown, call (530) 542-6012 and a rate schedule will be assigned.

Line #3. Divide Line 1 by 1000, then multiply the result by the Tax Rate from Line 2.

Line #4 & 6 are prefilled.

Line #5 & 7 are math.

Line #8. Ski Run Business Improvement District Fee: 25% of total tax due (total from Line #5 multiplied by 0.25). Applies to those businesses on Ski Run Blvd with business addresses 1000-1236 Ski Run Blvd & 3668 Lake Tahoe Blvd.

Line #9. SRBID Frontage Fee: $2.00 Per Linear Foot of property fronting on Ski Run Blvd. Measurement from Assessor's Parcel Map.

Line #10. Multi-Family Dwelling Ordinance MFD: Call Lydia Zuniga 530-542-7417 with questions.

Line #11. Single Room Occupancy SRO: Call Lydia Zuniga 530-542-7417 with questions.

Line #12. Storm Water Inspection Fee per SLTCC § 7.15: Call Jason Burke (530) 542-6038 with questions.

Line #13. Total Due: Add Lines 7 through 12. **This is the TOTAL Business and Professions Tax Due.**

Please note you are required to notify the Business License Department of any changes regarding your business information. All City business licenses expire on June 30th of each year. Do not forget to sign the Application.

INCOMPLETE APPLICATIONS, FAILURE TO PAY SPECIAL ASSESSMENTS (SRBID, MFD, SRO, STORM WATER), OR FAILURE TO SIGN WHERE INDICATED WILL DELAY THE ISSUANCE OF YOUR CERTIFICATE.

BUSINESS OWNER/CORPORATION INFORMATION

CHECK BOX INDICATING TYPE OF BUSINESS OWNERSHIP: ☐ **OTHER:**_____

☐ **SOLE PROPRIETORSHIP (COMPLETE SECTION 1)** ☑ **CORPORATION (COMPLETE SECTION 2)** ☐ **PARTNERSHIP (COMPLETE SECTION 2)**

SECTION 1 - ONLY FOR SOLE PROPRIETORSHIP

NAME:_____ TITLE:_____

↓↓ **NOT PUBLIC INFORMATION** ↓↓

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: _____

CITY:_____ ST:_____ ZIP:_____

RESIDENCE PHONE:_____ SS #, DRIVER LICENSE #, OR OTHER ID _____

SECTION 2 - COMPLETE FOR ALL OFFICERS OR PARTNERS

CORPORATION/LLC/PARTNERSHIP NAME: Jordan Knighton Architects, Inc.

↓↓ **NOT PUBLIC INFORMATION** ↓↓

OFFICER OR PARTNER NAME: Derek Labrecque TITLE: CEO/President

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: 11661 Blocker Drive, Suite 220

CITY: Auburn ST: CA ZIP: 95603

BUSINESS PHONE: 530-888-0998

OFFICER OR PARTNER NAME: Chris Vicencio TITLE: Vice President/Secretary

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: 11661 Blocker Drive, Suite 220

CITY: Auburn ST: CA ZIP: 95603

BUSINESS PHONE: 530-888-0998

OFFICER OR PARTNER NAME: Jordan Knighton TITLE: Director

BUSINESS ADDRESS OR SERVICE OF PROCESS ADDRESS: 165 River Road

CITY: Tahoe City ST: CA ZIP: 96145

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CITY OF SOUTH LAKE TAHOE, CALIFORNIA

BUSINESS AND PROFESSIONS TAX CERTIFICATE

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

The granting of this certificate does not mean approval of the operation of your business in violation of any provisions of the City Code or any State Law.

NON-TRANSFERABLE

ISSUED TO:

JK ARCHITECHTURE ENGINEERING
JORDAN KNIGHTON ARCHITECTS INC
165 RIVER RD

TAX NO: 008282
EXPIRES: 06/30/2017

LICENSED ARCHITECT C26985

Detach at perforations and display in a conspicuous place.

ORIGINAL DOCUMENT HAS A COLORED BACKGROUND, AND IS PRINTED WITH COPY DETERRENT TECHNOLOGY.

See Reverse Side For Opening Instructions

RENO NV 895

24 JUN 2016 PM 3 T

neopost 06/23/2016 US POSTAGE $00.

ZIP 96
041L112

CITY OF SOUTH LAKE TAHOE
BUSINESS LICENSES
1901 AIRPORT ROAD, SUITE 210
SOUTH LAKE TAHOE, CA 96150-7004

RETURN SERVICE REQUESTED

JORDAN KNIGHTON ARCHITECTS INC
JK ARCHITECHTURE ENGINEERING
11661 BLOCKER DRIVE STE 220
ABURN , CA 95603

96603\$4649

DocuSign Envelope ID: BFFADB4D-CEDC-4D60-A95F-B59194F0DDC8

JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 01 – Scale & Scope Increase

DATE: Revised December 23, 2020
CLIENT: City of South Lake Tahoe
JOB#: 20-370
PROJECT: Recreation Center

We are pleased to present to you our revised fee proposal for the expanded scope and construction hard cost on this project. We have endeavored to keep the fee competitive while maintaining comprehensive services. You will note that the overall fee, as a percentage of construction cost, has been reduced as you should expect. We are confident the fee and scope of services is appropriate to deliver the level of design and engineering that the City and community expects on a public facility of this scale and magnitude.

PROJECT AMENDMENT

In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms the following amendment to the contract:

Contract Amendment 01: Scale & Scope Increase – The scale and scope of the new City of South Lake Tahoe Recreation Center has been increased by the City to a Project Budget of $48.0M consisting of a construction hard cost budget of approximately $42.5M and soft cost budget of $5.5M.

SCHEDULE AMENDMENT

Phase	Original Schedule	Revised Schedule
Programming & Concept Design	08/01/2020 – 12/31/2020	08/01/2020 – 01/15/2021
Schematic Design	01/01/2021 – 03/31/2021	01/15/2021 – 03/31/2021
Design Development	05/01/2021 – 07/31/2021	04/15/2021 – 08/15/2021
Construction Documents	09/01/2021 – 11/30/2021	09/01/2021 – 12/31/2021
Agency Review	12/01/2021 – 02/28/2022	01/01/2022 – 03/31/2022
Bid Support	03/01/2022 – 04/30/2022	04/01/2022 – 05/31/2022
Construction Administration	17 Months	Start July 2022

FEE AMENDMENT

Basic Services	Original	Adjustments	Revised
Programming & Concept Design	$ 236,130.00	$ 135,900.00	$ 372,030.00
Schematic Design	$ 477,650.00	$ 178,100.00	$ 655,750.00
Design Development	$ 750,900.00	$ 409,455.00	$ 1,160,355.00
Construction Documents	$ 879,600.00	$ 450,699.00	$ 1,330,299.00
Agency Review	$ 134,400.00	$ 36,205.00	$ 170,605.00
Bid Support	$ 56,400.00	($ 17,031.00)	$ 39,369.00
TOTALS	**$ 2,535,080.00**	**$ 1,193,328.00**	**$ 3,728,408.00**

Future Services	Original	Adjustments	Revised
Construction Administration	$ 634,100.00	$ 165,448.00	$ 799,548.00
TOTALS	**$ 634,100.00**	**$ 165,448.00**	**$ 799,548.00**

Amended Consultant/Engineering Fees (included in above fee proposal)
Note: JKAE did not mark up these services.

- Structural
- Civil/Site
- Landscape
- Electrical/Lighting/Low Voltage
- Mechanical/Plumbing/Fire Protection
- Aquatic
- Kitchen/Foodservice
- Cost Estimating
- Acoustical/Noise Mitigation

Supplemental Services Fees (included in above fee proposal)
The following supplemental services are included, and fees have not changed from the Professional Services Agreement.

- LEED Consulting
- TRPA & Lahontan Consulting
- CEQA Consulting
- Topographic Survey (1 site)
- Geotechnical Engineering (1 site)
- Traffic Study

REIMBURSABLE EXPENSES AMENDMENT
There are no reimbursable expenses currently anticipated on this project. Expenses already included in our fee consist of travel to the job site, printing for design team coordination purposes, phone, and incidental expenses incurred from travel to job site. Other owner-paid expenses are outlined in Additional Services & Assumptions per Exhibit A of the Professional Services Agreement. Special requests such as printing for district reviews, community functions, or special events are not included in this proposal but may be requested as a reimbursable expense. Owner may also request special travel that is not included in this proposal such as visits to other projects, FF&E vendors, or other related travel; all of which will be requested as reimbursable expenses.

CONSTRUCTION ADMINISTRATION
We understand the City has chosen to approve construction administration services and fees as the project progresses. The proposed fee is the amount our design and engineering team requires to provide the necessary services required by the Standard of Care we are obligated to provide by the City, our insurance providers, and licensing organizations. This fee will allow us to assist the City in administering the contract for construction as a complex construction project under California public contract code. The fee amount for Construction Administration has been carefully established by our team. The City agrees that this amount shall not be renegotiated unless the scope of construction administration services is increased or modified by mutual agreement by the City or by unforeseen circumstances.

CONTRACT NOTE

Other than the above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions. We would be happy to walk you through this proposal and answer any questions you may have.

Sincerely:

Jordan Knighton, Partner, C15848
JK Architecture Engineering

Approved:

2/3/2021

Client Date
Tamara Wallace, Mayor
City of South Lake Tahoe

Print Name/Title

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

From: Chris Vicencio
To: Jim Marino
Cc: Jordan Knighton; Anda Grenfell
Subject: SLT Rec Center - JKAE Workplan/Fee Follow Up
Date: Saturday, January 09, 2021 11:02:22 AM
Attachments: 20-370 Amendment 01 REV 12.23.20 R1.pdf

Hello Jim,

As we mentioned earlier this week, we are committed to answering any questions you and the City Council have on our fee & approach. We recommend that we schedule a discussion for early next week to work through all of your questions and provide you with the understanding of how we are approaching the design and fees for this project. We corrected the clerical errors on the Fee Amendment, attached. The fee Adjustments column total for Basic Services went down to $1,193,328.

Here is some additional analysis that we think will help in your review of our fee. We shared with you previously the phase-by-phase and consultant-by consultant hours breakdowns that explain how we are planning the project and how we put the subsequent fee together. This essentially gives the City a breakdown of our team's overall workplan for the project showing our effort for each phase. This is a very detailed assessment of how we intend to deliver the Architecture and Engineering services for this project. Our team is confident we have the effort accurately identified to deliver this project appropriately and economically.

While we haven't set our fees based on a percentage of construction cost, it may be helpful to compare the fees against total construction cost. The chart below shows you how our fee breaks down between BASE fee and SPECIALTY consultant fees. As you know the specialty consultants are those consultants who would typically be hired directly by the City and wouldn't normally be included in our overall fee. For this reason, we are showing a fee percentage calculation excluding these specialty consultants. You will see in the spreadsheet below that our overall fee percentage is down below 10% (9.83%) and our fee percentage through the phase 1 services is down to 8% (8.05%).

For a project of this scale and complexity, a total fee under 10% is extremely competitive. This fee includes a number of internal specialty consultants, such as Aquatics Design/Engineering, Acoustics Design, and Kitchen Design, that historically are not included in Base services. In fact, programming itself is not typically included in base services. We state this as another example of the value our team is bringing to this project. Taking this all into consideration, we believe our fee is highly competitive and provides an extraordinary value for the City. Projects of this scale and complexity, with the additional consultants we have included in our base fee, would traditionally result in an Architecture/Engineering fee of 11-12% or more. We stand strongly behind our fee as appropriate to the required workplan for this project and as very good value to the City and Community.

	BASE	Comparison	SPECIALTY	TOTAL COMBINED FEE
	Architecture & Engineering	Percentage Against $42.5M Construction Cost	Survey, Traffic, TRPA, CEQA, Geotech, LEED	
Predesign/Program	$361,500		$10,530	$372,030
Schematic Design	$516,500		$139,250	$655,750
Design Development	$1,114,455		$45,900	$1,160,355
Construction Documents	$1,296,699		$33,600	$1,330,299
Agency Review	$92,605		$78,000	$170,605
Bid Support	$39,369		$0	$39,369
PHASE 1 SubTotal (Prior to CA Services)	**$3,421,128**	**8.05%**	**$307,280**	**$3,728,408**
Construction Administration	$757,648		$41,900	$799,548
TOTALS	**$4,178,776**	**9.83%**	**$349,180**	**$4,527,956**

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Let's regroup early next week and discuss further to clarify any additional questions you may have.

Thank you,

Chris Vicencio, AIA, NCARB, LEED AP, DBIA
Partner

JK ARCHITECTURE ENGINEERING

O 530.883.8155 | M 530.320.7049
chris@jkaedesign.com | www.jkaedesign.com

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JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 02 – Site & Building Packages (OPTION B)

DATE: ~~August 4, 2021~~ Revised August 19, 2021
CLIENT: City of South Lake Tahoe
JOB#: 20-370
PROJECT: Recreation Center

Please find herein our proposed contract amendment for Architecture, Engineering, and Supplemental Services based on adjustments to the project's construction document packaging and construction sequencing.

PROJECT AMENDMENT
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms the following amendment to the contract:

Contract Amendment 02: Construction Document Packaging, Construction Sequencing revisions, and associated design and engineering.

SCHEDULE AMENDMENT

Phase	Previous Schedule	Revised Schedule
Programming & Concept Design	08/01/2020 – 01/15/2021	NA
Schematic Design	01/15/2021 – 03/31/2021	NA
Design Development	05/01/2021 – 07/31/2021	08/18/2021 – 11/17/2021 (13 wks)
Construction Documents (Site)	09/01/2021 – 11/30/2021	12/8/2021 – 02/11/2022 (9 wks)
Construction Documents (Building)	Same as above	12/8/2021 – 03/11/2022 (13 wks)
Agency Review (Site)	1/1/2022 – 3/31/2022	02/14/2022 – 04/15/2022 (8 wks)
Agency Review (Building)	Same as above	03/14/2022 – 05/13/2022 (8 wks)* **Note: Agency Review for Building completion could range from 8 up to 16 weeks potentially completing as late as 07/08/2022.*
Bid Support (Site)	04/01/2022 – 5/31/2022	04/19/2022 – 05/19/2022 (4 wks)
Bid Support (Building)	Same as Above	05/26/2022 – 6/30/2022 (5 wks)** ***Note: beginning of Bid Suport phase could range from 05/26/2022 to 07/21/2022 depending on when Agency Review phase completes.*
Construction Administration (Site)	17 months	Start Late May 2022
Construction Administration (Bldg)	Same as Above	Start Mid May 2023

FEE AMENDMENT

Basic Services	Current (Amend #1)	Adjustments (Amend #2)	Revised
Programming & Concept Design	$ 372,030.00	$ 0.00	$ 372,030.00
Schematic Design	$ 655,750.00	$ 0.00	$ 655,750.00
Design Development	$ 1,160,355.00	$ 42,940.00	$ 1,203,295.00
Construction Documents	$ 1,330,299.00	$ 52,480.00	$ 1,382,779.00
Agency Review	$ 170,605.00	$ 35,100.00	$ 205,705.00
Bid Support	$ 39,369.00	$ 28,520.00	$ 67,889.00
TOTALS	**$ 3,728,408.00**	**$ 159,040.00**	**$ 3,887,448.00**

Future Services	Current (Amend #1)	Adjustments (Amend #2)	Revised
Construction Administration	$ 799,548.00	$ 55,880.00	$ 855,428.00
TOTALS	**$ 799,548.00**	**$ 55,880.00**	**$ 855,428.00**

PHASE-BY-PHASE AMENDED SCOPE DESCRIPTION:

- Design Development:
  - Initial division of facility design and drawing set into site and building packages.
  - Preliminary permit review agency coordination of site and building package approach and strategy
  - Coordination and sequencing with TRPA for a single permit approval that overlaps two construction packages.
  - Additional effort associated with utility routing and path of travel coordination between phases.
- Construction Documents:
  - Final coordination of site and building packages in preparation for permit review
  - Separate project specification packages for site and building packages
  - Coordination of City's front-end bid documents for site and building packages
  - Additional Civil Engineering efforts associated with final paving/sidewalks to be included as part of building package scope.
  - Utility coordination associated with maintaining existing operations through phased development until permanent switch over can occur.
- Agency Review
  - Separate building department permit submittals for site and building packages
  - Separate permit agency coordination and plan-check responses for site and building packages
- Bidding
  - Additional project bid for two separate bid packages
    - Additional pre-bid meeting(s)
    - Additional RFI period
    - Additional Addenda issuance
    - Additional Bid opening
    - Additional Review of bids
- Construction Administration
  - Additional Construction Administration over revised construction duration.
  - Construction Administration of two separate contracts for construction.
  - Team remobilization for phase 2 construction.
  - Project Closeout of two separate contracts for construction.

AMENDED DESIGN TEAM PHASE 1 FEES (PRIOR TO CONSTRUCTION ADMINISTRATION):

- **Architectural:**
  - Design Development Phase: $ 37,400
  - Construction Document Phase: $ 39,400
  - Agency Review $ 24,000
  - Bid $ 25,000
  - **Sub Total: $125,800**
- **Structural:**
  - Design Development Phase: $12,000
  - Construction Document Phase: $ 5,000
  - **Sub Total: $17,000**
- **Civil/Site:**
  - Design Development Phase: $ 8,000
  - Construction Document Phase: $20,000
  - Agency Review $10,000
  - Bid $ 2,000
  - **Sub Total: $40,000**
- **Electrical/Lighting/Low Voltage:**
  - Design Development Phase: $ 4,500
  - Construction Document Phase: $ 4,900
  - Agency Review Phase $ 1,100
  - Bid $ 900
  - **Sub Total: $11,400**
- **Mechanical/Plumbing/Fire Protection:**
  - Design Development Phase: $ 4,340
  - Construction Document Phase: $ 4,960
  - Bid $ 620
  - **Sub Total: $ 9,920**
- **Cost Estimating (Credit for Deletion of Cost Estimating Services)***:**
  - Design Development Phase: ($23,300)
  - Construction Document Phase: ($21,780)
  - **Sub Total: ($ 45,080)**

  ***Note: Design team will coordinate cost estimates with City's Construction Manager.

TOTAL AMENDED DESIGN TEAM PHASE 1 FEES:

- Design Development Phase $42,940
- Construction Document Phase $52,480
- Agency Review Phase $35,100
- Bid Phase $28,520

Total Additional Phase 1 Fee**: $159,040**

****Note, there has been no change to scope or fee for the following consultants:

- Landscape Design
- Pool Design
- LEED Consultant

CONSTRUCTION ADMINISTRATION

We understand the City/client has chosen to approve construction administration services and fees at a later date as the project progresses.

CA Phase Fee Adjustment:	**$55,880**

Total CA Phase Fee:

Current CA Fee (Amend. #1):	$799,548
CA Phase Fee Adjustment (Amend. #4):	$55,880
Total:	**$855,428**

Phased Fee Breakdown by Construction Phase:

Site (Phase 1)	20%	$171,086
Building (Phase 2)	80%	$684,342
Total:		**$855,428**

ASSUMPTIONS/RECOMMENDATIONS:

- We recommend that the site development package be completed and the site GC as-built and survey phase 1 site work so that this information may be provided to the GC who is selected to perform the building phase of the project.
- Each phase of construction to be bid as separate public bid.
- Given the approximate one-year time delay between commencement of initial site construction and construction on the building portion of the project, it is possible that the CPT may experience some staffing transition(s) or have other reasoning for making changes to the design. Our team will continue to respond to meet your goals and vision. We would like to clarify that in circumstances like this, design revisions after the project is permitted and bid would be performed on an additional-services basis and would have schedule, and likely cost, impacts to the project.

CONTRACT NOTE:

Other than the revised scope and fees as outlined above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions. We would be happy to walk you through this proposal and answer any questions you may have.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

9/13/2021

Client Date

Tamara Wallace, Mayor, City of South Lake Tahoe

Print Name/Title

DocuSign Envelope ID: C7864012-D0DE-4640-96CF-F438918CE3D2

JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 04 – Additional Survey and Backup Generator System Design

DATE: ~~August 4, 2021~~ Revised August 19, 2021
CLIENT: City of South Lake Tahoe
JOB#: 20-370
PROJECT: Recreation Center

Please find herein our proposed contract amendment for additional Architecture & Engineering of Emergency Backup Generator System at Client request and Supplemental Services for Topographic Survey.

PROJECT AMENDMENT
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms the following amendment to the contract:

Contract Amendment 04: Architecture & Engineering of Emergency Backup Generator System and Supplemental Services for Topographic Survey.

Schedule: The amended schedule as shown in Contract Amendment #02 governs with no additional schedule modifications for Contract Amendment #04.

FEE AMENDMENT

Basic Services	Current (Amend #1)	Adjustments (Amend #4)	Revised
Programming & Concept Design	$ 372,030.00	$ 0.00	$ 372,030.00
Schematic Design	$ 655,750.00	$ 0.00	$ 655,750.00
Design Development	$ 1,160,355.00	$ 30,767.00	$ 1,191,122.00
Construction Documents	$ 1,330,299.00	$ 3,200.00	$ 1,333,499.00
Agency Review	$ 170,605.00	$ 0.00	$ 170,605.00
Bid Support	$ 39,369.00	$ 0.00	$ 39,369.00
TOTALS	**$ 3,728,408.00**	**$ 33,967.00**	**$ 3,762,375.00**

Future Services	Current (amend #1)	Adjustments (Amend #4)	Revised
Construction Administration	$ 799,548.00	$ 1,600.00	$ 801,148.00
TOTALS	**$ 799,548.00**	**$ 1,600.00**	**$ 801,148.00**

PHASE-BY-PHASE AMENDED SCOPE DESCRIPTION:
- Design Development – $30,767 increase
  - DD level development of Emergency Backup Generator design at Client request $3,200
  - Topographic Survey (1 site) $27,567
    - The design team, as a convenience for the City, took on the supplemental services scope of work and fees under our contractual services agreement with the City. The City traditionally would contract directly with the consultants for these services. The original budget allocation for Topographic Survey was $19,080. The actual costs for topographic survey are $46,647. This results in a delta of $27,567. See attached add-services requests from the surveyor/Psomas (Exhibit A). As the additional survey information will be required for the execution of the project design and permitting, the design team has included in this amendment proposal the additional topographic survey costs. Note that no

design-team markup has been added to this additional fee. To be invoiced 100% in early design development phase once complete.

- See Exhibit B for overlay of topographic surveys described in this proposal.

- Construction Documents - $3,200 increase
  - CD level development of Emergency Backup Generator design
- Construction Administration - $1,600 increase
  - Additional Construction Administration of Emergency Backup Generator System
  - We understand the City/Client has chosen to approve construction administration services and fees at a later date as the project progresses.

Construction Administration Phased Fee Breakdown

Site (Phase 1)	*20%*	*$160,230*
Building (Phase 2)	*80%*	*$640,918*
Total:	*100%*	*$801,148*

CONTRACT NOTE:

Other than the revised scope and fees as outlined above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions. We would be happy to walk you through this proposal and answer any questions you may have.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

9/13/2021

Client Date

Tamara Wallace, Mayor, City of South Lake Tahoe

Print Name/Title

DocuSign Envelope ID: C7864012-D0DE-4640-96CF-F438918CE3D2

Exhibit A

JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 001 – Expanded Topographic Surveying & Mapping

Date: December 3,2020

Client: JK Architecture Engineering
11661 Blocker Drive, Suite 220
Auburn, CA 95603

Consultant: Psomas
11661 Blocker Drive, Suite 200
Auburn, CA 95603

Attention: Lester Carter

Project: City of South Lake Tahoe
Recreation Aquatic Center

Project #: 20-370

Services to be Provided: Contract Amendment 001 – Expanded Topographic Surveying & Mapping
Expanded site area for topographic surveying and mapping per the attached email communication.

	Original Contract Amount	*Adjustments*	*Revised Contract*
Schematic Design	$ 24,150.00	$ 4,384.00	$ 28,534.00
TOTAL	$ 24,150.00	$ 4,384.00	**$ 28,534.00**

This Letter of Authorization to Proceed confirms our agreement for services and constitutes an understanding of the work to be accomplished. If you do not concur with this Letter of Authorization to Proceed, JK Architecture Engineering should be notified immediately.

JK Architecture Engineering

Chris Vicencio, Partner
License C26985

Acknowledged by:

Signature

Dan Forgey, Vice President
Printed Name & Title

12-4-2020
Date

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Anda Grenfell

From: Lester Carter <lester.carter@psomas.com>
Sent: Friday, October 30, 2020 1:13 PM
To: Anda Grenfell; David Vagg; Chris Vicencio
Cc: Ruth Smith
Subject: Additional Services Request for SLT Rec Center (6JKA020100)
Attachments: RE: SLT Rec Center Topo and Mapping; RE: SLT Rec Center Surveying; Psomas No. 6JKA010200

Anda, David, Chris:

Per my conversation with Anda earlier today, I am forwarding a request for a budget amendment for "Additional Services" to our Contract with JKAE for topographic surveying and mapping of the area bounded in red in image below. Per my conversation and email with David on 10/15/20, Psomas was requested to include this area in our topographic mapping. This area in red, was in addition to the green bounded area which was the topo/mapping area finalized per our original scope of work. I have provided an itemized summary of the charges for the additional services below:

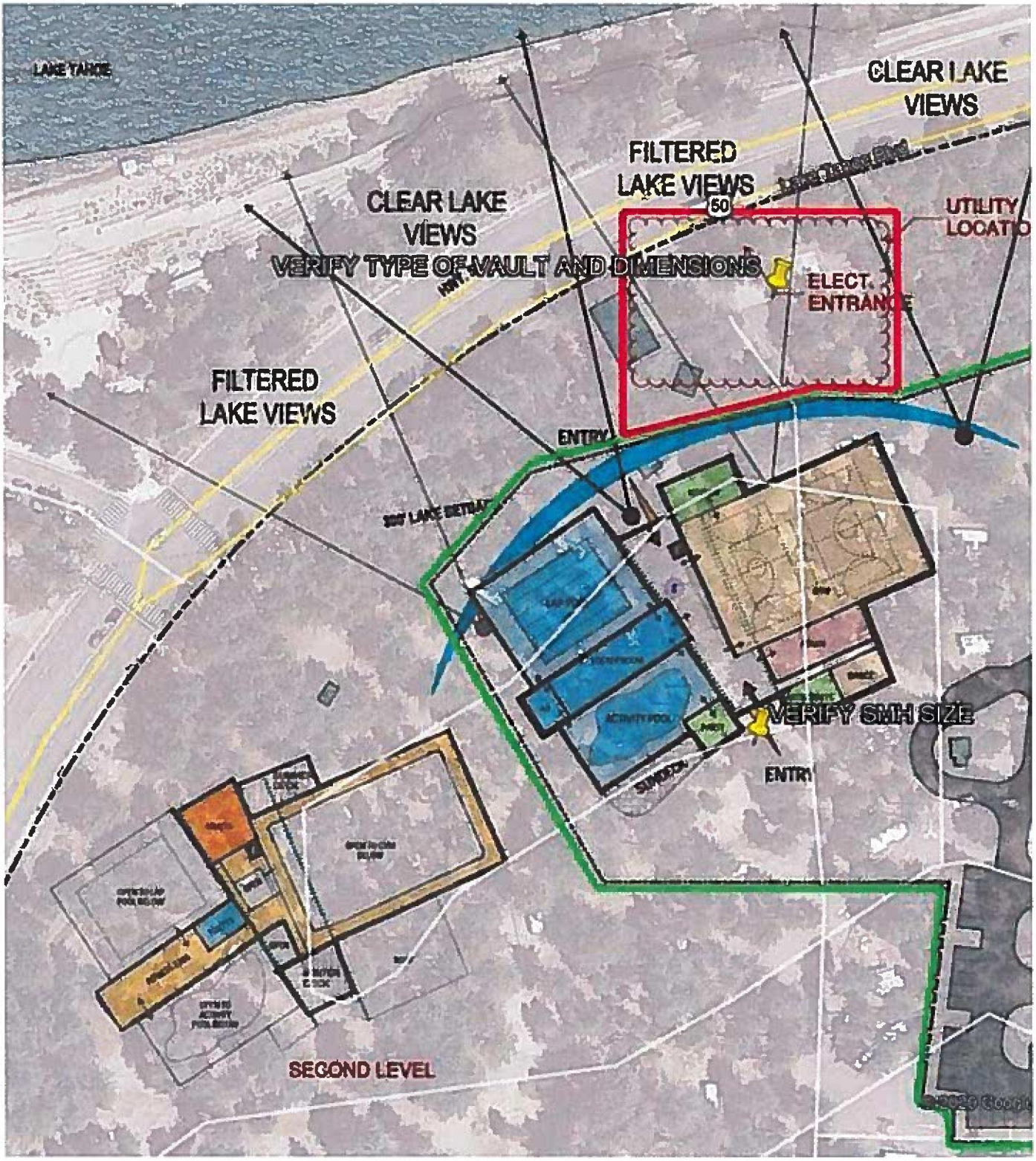
- Field Survey Crew: 12 Hrs at $268/Hr. = $ 3,216.00 Field Crew for full Topo of the add'l area requested – straight time, no OT billed.
- PM/PLS Coordination: 4 Hrs at $182/Hr. = $ 728.00 Les time for coordination with JKAE and Field Crew.
- CAD Mapping Tech: 4 Hrs at $110/Hr. = $ 440.00 CAD drafting time to incorporate area into Topo Mapping.

Total Add'l services: $ 4,384.00

Please let me know if I need to prepare a formal Memo for this or if any additional information would be helpful to substantiate this request.

Thank You,

Les Carter Jr., PLS
Project Manager
PSOMAS
C: 805-503-3632



Lester E. "Les" Carter Jr., PLS
PSOMAS | Balancing the Natural and Built Environment
Project Manager
Land Surveying & Mapping
11661 Blocker Drive #200
Auburn, CA 95603
Cell: 805.503.3632
www.Psomas.com

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JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 002 – Expanded Topographic Surveying & Mapping

Date: January 5, 2021

Client: JK Architecture Engineering
11661 Blocker Drive, Suite 220
Auburn, CA 95603

Consultant: Psomas
11661 Blocker Drive, Suite 200
Auburn, CA 95603

Attention: Lester Carter

Project: City of South Lake Tahoe
Recreation Aquatic Center

Project #: 20-370

Services to be Provided: Contract Amendment 002 – Expanded Topographic Surveying & Mapping
Expanded site area for topographic surveying and mapping per the attached email communication.

	Contract Amount	*Adjustments*	*Revised Contract*
Schematic Design	$ 28,534.00	$11,900.00	$ 40,434.00
TOTAL	$ 28,534.00	$11,900.00	**$ 40,434.00**

This Letter of Authorization to Proceed confirms our agreement for services and constitutes an understanding of the work to be accomplished. If you do not concur with this Letter of Authorization to Proceed, JK Architecture Engineering should be notified immediately.

JK Architecture Engineering

Chris Vicencio, Partner
License C26985

Acknowledged by:

Signature

Dan Forgey, Vice President
Printed Name & Title

1-6-2021
Date

DocuSign Envelope ID: C7864012-D0DE-4640-96CF-F438918CE3D2

Anda Grenfell

From: Lester Carter <lester.carter@psomas.com>
Sent: Wednesday, December 23, 2020 12:27 PM
To: Anda Grenfell; Ruth Smith
Cc: David Vagg; Chris Vicencio; Carla Sammis
Subject: RE: So. Lake Tahoe Rec Center - Psomas Budget Amendment Request for SMH locations/IE's and Additional Topo areas (6JKA010200)
Attachments: 6JKA010200-Report-LaborHoursDollars-To Date-122320.xlsx

Hello Anda:

Ruth just advised me that JKAE offices will be closed starting tomorrow? The final amount I am requesting for Amendment No. 2 is: $11,900.19, please see the image below. This is somewhat less that my initial estimate for the additional Work,
But about $ 1,900 more than the lower estimate I had provided. This ($11,900) reflects all remaining (unbilled) labor charges. All the field and office work is complete and I will be sending Carla, David and Brennan a download link this afternoon.

Thank You!

Lester E. "Les" Carter Jr., PLS
P S O M A S | Balancing the Natural and Built Environment
Project Manager
Land Surveying & Mapping
11661 Blocker Drive #200
Auburn, CA 95603
Cell: 805.503.3632
www.Psomas.com

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PSOMAS

Balancing the Natural and Built Environment

May 11, 2021

Carla Sammis, P.E.
Associate Principal, Sr. Civil Engineer
JK Architecture-Engineering
11661 Blocker Drive, Suite 220
Auburn, CA 95603

Email: Carla@jkaedesign.com
Office: 530-583-9222
Direct: 530-489-8016
P21-0098 // Ref No. 6JKA010200

Subject: Proposal for Additional Topographic Survey for So. Lake Tahoe Recreation Center

Carla:

Per your request I have prepared this proposal for Psomas to perform a topographic design survey for the subject project as shown in the attached Exhibit A, and in accordance with the following scope of work and specifications.

All Field Surveying will conform to the following scope of work and specifications and will cover the survey limits shown on Exhibit "A". The survey limits were established per your email and attachments, dated May 4th, 2021.

SCOPE OF WORK:

Psomas will prepare a topographic map of the subject project area at a scale 1"=10' to be compatible with previous topographic mapping of the area by Psomas, showing 1-foot contours of the Survey Limits as shown on Attachment A, and in accordance with the following specifications:

- Recover horizontal and vertical survey control. Establish supplemental Survey Control as needed for the additional area to be surveyed. Horizontal Control will be NAD83 Zone II, 2011 Epoch using CSDS VSN GPS. Vertical Control shall be per NAVD88 Datum.
- The Topographic Map will show the following features:
  - Trees greater than 6" diameter (DBH) within the Survey Limits will be tagged. Drip lines of trees will not be plotted to their actual radius but the tree diameter (DBH) and species will be noted.
  - Existing improvements to include: Buildings, paved roadways, walk paths, parking areas, fencing, walls, lighting and any overhead electrical wires.
  - Rim, grate and invert elevations of manholes, clean-outs and storm drain inlets.
  - Visible surface evidence of utilities, drainage features, utilities to include but not limited to: Water meters, valves, electrical pull boxes, underground utility markings.

DELIVERABLES:

Psomas will provide updated copies of the following:

- AutoCAD .DWG file of the updated Site Topo, showing the additional field survey area incorporated into the previous topographic mapping submitted to JKAE.
- XML/DTM file with updated contours based on merged surfaces.

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- .PDF file of the updated compiled Topographic Mapping
- .CSV coordinate point file of the site control and located features.

PROPOSED SCHEDULE:
Psomas will plan to begin work within 7 working days of receipt of signed work authorization. To help expedite turn around of the additional Topo, I am proposing that we perform the field work in one extended (12 Hr.) field day, as noted in Option 1 below. We would need authorization for overtime for our Field Crew. If over-time is not authorized, we can complete the Survey in two standard 8 Hr. working days. I have provided fee estimates for both options.

The preliminary Topographic Map will be submitted to JKAE for review and comments within 5 working days of completion of field work. The final Topographic Map will be submitted to JKAE within 3 working days of receiving review comments back from JKAE.

FEE:
Compensation for the above surveying services will be billed on an Hourly, Time and Materials basis, plus the direct cost of printing, plotting and delivery services, if any are required; per Psomas' current rate schedule and will not be exceeded without prior written authorization from client.

OPTION 1: One Extended (12 Hr.) Field Day w/ OT:

- Topographic Field Survey..... $ 3,967.00
  - Field Contingency ..... $ 426.00
- PM/PLS; CAD Tech Mapping..... $ 1,820.00

Total:... $ 6,213.00

OPTION 2: Two standard 8 Hr. Field Days w/ No OT:

- Topographic Field Survey..... $ 4,544.00
  - Field Contingency ..... $ 284.00
- PM/PLS; CAD Tech Mapping..... $ 1,820.00

Total:... $ 6,648.00

The total amount obligated under the Agreement for the above services shall not exceed the amount per the Option selected by JKAE. Payment will be made to **PSOMAS** within 30 days of **JKAE's** receipt of an invoice.

Please feel free to contact me via voice or text at 805-503-3632 or by email at lester.carter@psomas.com with any questions, or if additional information would be helpful.

Sincerely,
PSOMAS

Lester E. Carter Jr., PLS
Project Manager

11661 Blocker Dr., Suite 200
Auburn, CA 95603

Tel 530.885.7072
www.Psomas.com

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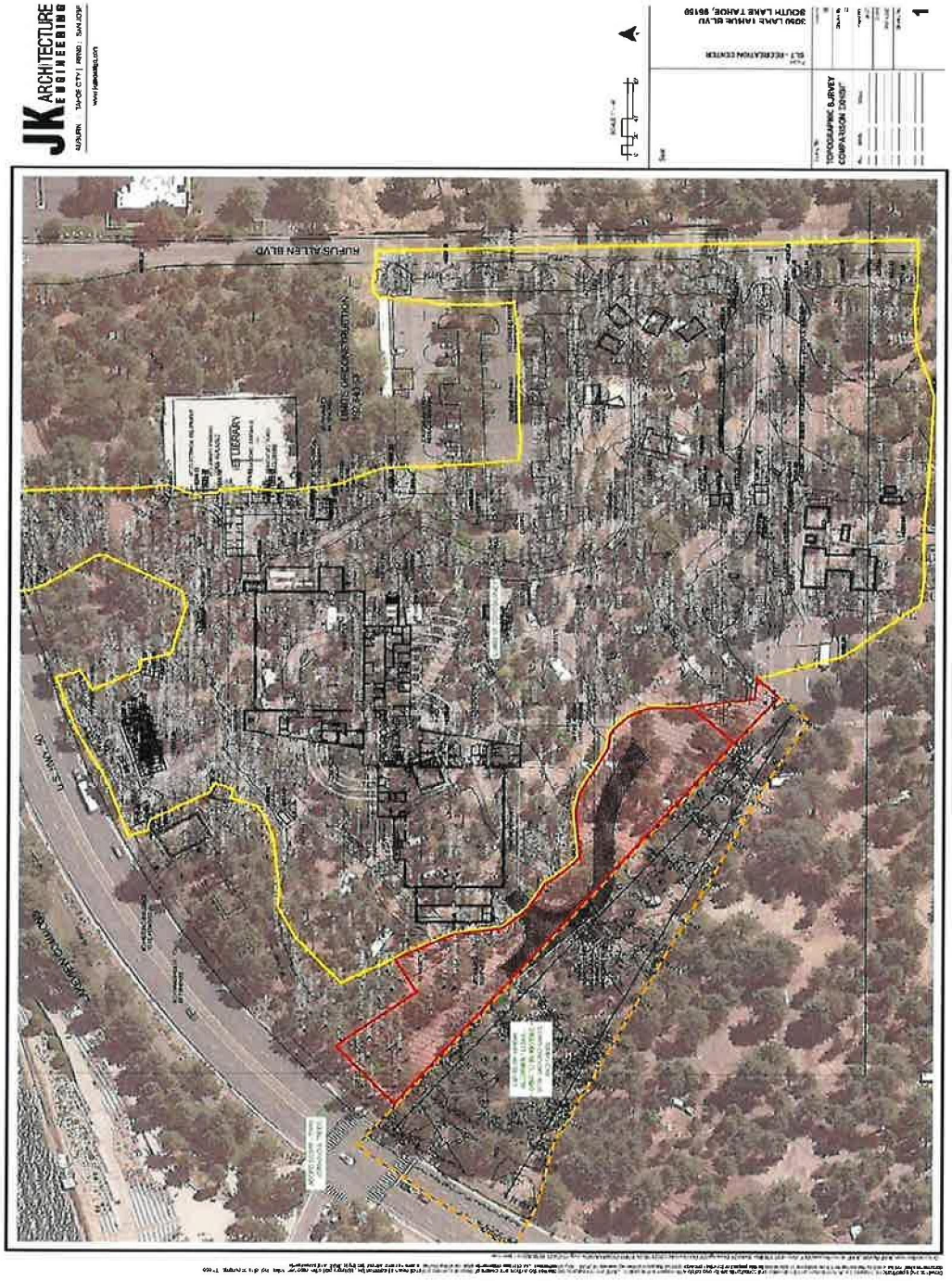
South Lake Tahoe Recreation Center
EXHIBIT "A"
SURVEY LIMITS FOR ADDITIONAL TOPOGRAPHIC MAPPING
("Area bounded in RED" in Exhibit below")

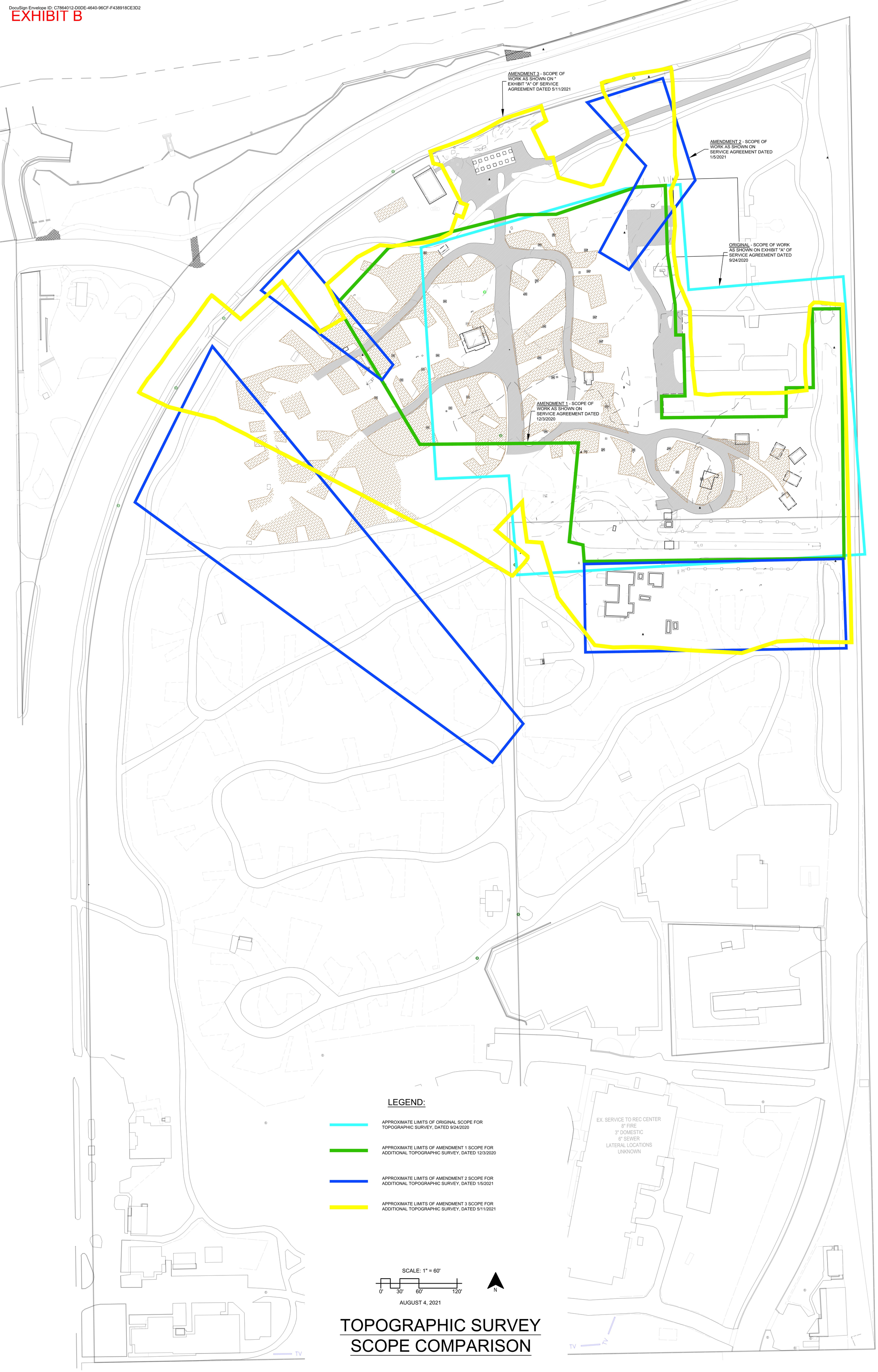


11661 Blocker Dr., Suite 200
Auburn, CA 95603

Tel 530.885.7072
www.Psomas.com

DocuSign Envelope ID: C7864012-D0DE-4640-96CF-F438918CE3D2

EXHIBIT B



AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement C-084-2020 entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architectural Engineering (JKAE)** ("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 July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 5** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than May, 2025. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by May 2025 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 5** by the sum of **$855,428.00** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$3,921,415** plus the additional fee of **$885,428.00** for an amended total fee of **$4,776,843** 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: Devin Middlebrook (Jun 27, 2022 10:10 PDT) Jun 27, 2022
Devin Middlebrook, Mayor

CONSULTANT

By: Jordan Knighton (Jul 1, 2022 13:06 PDT) Jul 1, 2022
Jordan Knighton
Partner JKAE
Business License # 008282

APPROVED AS TO FORM:

Heather Stroud (Jun 27, 2022 08:29 PDT)
Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Jun 24, 2022 08:09 PDT) Jun 24, 2022
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.

JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Contract Amendment 05 – Construction Administration Services

DATE: March 21, 2022
CLIENT: City of South Lake Tahoe, Attn. Jim Marino
JOB#: 20-370
PROJECT: Recreation Center

PROJECT AMENDMENT
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, and previous project amendments, this Letter of Authorization to Proceed confirms the following amendment to the contract:

Contract Amendment 05 – Construction Administration Services:
Construction Administration support and services as outlined in Prime Agreement (attached Exhibit A) and subsequent contract amendments based on previously-authorized scope changes and fee increases. This amendment is not a scope change, but rather our formal request for authorization of the Construction Administration phase fee. This fee is broken up below into phase 1 and phase 2 allocations. Only the phase 1 fee would be utilized for Spring/Summer/Fall 2022 construction administration support. The overall combined Construction Administration fee has not changed from what is shown, but not yet authorized, in the Prime Agreement (attached Exhibit A).

FEE AMENDMENT

Services	Current *(Includes Amends 1-4)*	Adjustments	Revised
Programming & Concept Design	$ 372,030.00	-	$ 372,030.00
Schematic Design	$ 655,750.00	-	$ 655,750.00
Design Development	$ 1,234,062.00	-	$ 1,234,062.00
Construction Documents	$ 1,385,979.00	-	$ 1,385,979.00
Agency Review	$ 205,705.00	-	$ 205,705.00
Bid Support	$ 67,889.00	-	$ 67,889.00
Add Service 01: LEED IP	$ 8,800.00	-	$ 8,800.00
Amendment 05: Construction Administration	*$ 00.00*	*$ 855,428.00*	*$ 855,428.00*
20% - Site (Phase 1)		*$ 171,085.60*	*$ 171,085.60*
80% - Building (Phase 2)		*$ 684,342.40*	*$ 684,342.40*
TOTALS	**$ 3,930,215.00**	**$ 855,428.00**	**$ 4,785,643.00**

CONTRACT NOTE:
Other than the revised scope and fees as outlined above, nothing in this Amendment is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

Devin Middlebrook (Jun 27, 2022 10:10 PDT) Jun 27, 2022

Client Date

Devin Middlebrook, Mayor

Print Name/Title

C-106-2022 Jordan Knight Architects

Final Audit Report 2022-07-01

Created:	2022-06-23
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAALNFT9Z-z6XdsdaXhBFMDSWDo_FXCfzo

"C-106-2022 Jordan Knight Architects" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-06-23 - 11:58:47 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2022-06-24 - 0:02:09 AM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-06-24 - 3:07:03 PM GMT- IP address: 128.92.136.146

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Signature Date: 2022-06-24 - 3:09:31 PM GMT - Time Source: server- IP address: 128.92.136.146

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2022-06-24 - 3:09:34 PM GMT

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2022-06-27 - 5:10:43 PM GMT

Adobe Acrobat Sign

Email viewed by jordan@jkaedesign.com

2022-06-27 - 5:33:55 PM GMT- IP address: 104.220.121.104

Email viewed by jordan@jkaedesign.com

2022-07-01 - 4:27:56 PM GMT- IP address: 104.220.121.104

Document e-signed by Jordan Knighton (jordan@jkaedesign.com)

Signature Date: 2022-07-01 - 8:06:37 PM GMT - Time Source: server- IP address: 104.220.4.87

Agreement completed.

2022-07-01 - 8:06:37 PM GMT

AMENDMENT 6 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architectural Engineering (JKAE)** ("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 July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 006** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than October, 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by October 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 006** by the sum of **$144,550** as described within **Exhibit A** attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$4,806,843** plus the additional fee of **$144,550** for an amended total fee of **$4,951,353** 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: Cody Bass (Apr 6, 2023 11:02 PDT)
Cody Bass, Mayor Pro-tem

CONSULTANT

Jordan Knighton
By: Jordan Knighton (Apr 13, 2023 15:11 PDT)
Jordan Knighton
Partner JKAE
Business License # 008282

APPROVED AS TO FORM:

Heather Stroud (Mar 20, 2023 14:35 PDT)
Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Mar 20, 2023 14:20 PDT)
Susan Blankenship, City Clerk

Mar 20, 2023

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

JK ARCHITECTURE ENGINEERING

LETTER OF AUTHORIZATION TO PROCEED
Additional Service 02 – Bid Set Repackage/Project Rebid/Value Engineering

DATE: February 20, 2023
CLIENT: City of South Lake Tahoe, Attn. Jim Marino
JOB#: 20-370
PROJECT: Recreation Center

PROJECT ADDITIONAL SERVICE
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, and previous project amendments, this Letter of Authorization to Proceed confirms the following additional service to the contract:

Additional Service 02 – Bid Set Repackage/Project Rebid/Value Engineering:
The summer 2022 construction of Phase 1 site work has been substantially completed. Phase 2 building and remainder of site work will go out to rebid in early May of 2023. Client has requested that design team repackage the bid set so that it shows no reference to Phase 1 or Phase 2. The repackaged set shall show all completed Phase 1 work as "existing". References to a "phased" project shall be removed from the set. Specifications shall clearly state "or approved equal". Per the request of the local fire authority, a fire lane shall be added to the design that connects the new parking lot/fire lane to the existing bike path on the NW portion of the site. In addition, the design team shall undertake a Value Engineering (VE) process to identify a list of approximately 15 items for the City's approval to be removed from the drawing set or converted to bid alternates. The VE process shall:

- Provide value of at least 5:1 cost benefit of the estimated construction cost savings to design team fee for revision.
- Not reduce overall program area or previously approved program uses.
- Not require a revision to the TRPA approved project design including exterior elevations, building height, coverage, or materials/color selections.
- Not include cost estimating. Any cost evaluation for the proposed VE items shall be performed by the CM team.
- Not incorporate items that require systems re-engineering or plan check/permit revision. Note that even finish revisions can trigger plan check review for ADA access compliance or Health Department. Additional plan review efforts would be handled on an additional Time & Materials basis.

Schedule & Fee

- Contingent upon approval by Client and design team is authorized to proceed by end of day Tuesday, February 28. Any delay in this approval/notice to proceed date will delay the deliverable schedules below.
- **Bid Set Repackaging (CD Phase)**
  - **Schedule:** Design team completes effort by Friday, March 31, 2023 (4 weeks).
    - Design team transmits repackaged set to client and to third-party building plan check team. Third-party plan checker anticipates their plan review to be complete in about 2 weeks.
  - **Process:** Client/CM will provide one set of review comments only. Process does not include progress sets. Design team will work through any plan check comments via a "back check" meeting to reduce duration of final plan approval. Design team will also transmit repackaged set to utility companies and Public Works Dept. during this period.
  - **Fee:** Fixed Fee of $71,750
- **Value Engineering (CD Phase)**
  - **Schedule:** Design team provides list of VE items by Wednesday, March 8, 2023 (2 weeks). Client approves items for design/drawing revisions by Friday, March 10, 2023 (2 days).

        - Design team completes VE effort by Friday, March 31, 2023 (3 weeks) and includes in repackaged set (above).
    - **Fee:** Hourly Not to Exceed Fee of $24,000

- **Rebid of Repackaged Set (Bid Phase)**
    - **Schedule:** Design team supports rebid of project which is anticipated to take approximately 60 calendar days from May 1, 2023 to the end of June 2023.
    - **Fee:** Fixed Fee of $48,800
        - **Note:** This represents the previously established bid phase fee for the Phase 2 scope of work only. Reminder that the overall bid phase fee was previously broken up as 20% Phase 1 site work and 80% Phase 2 buildng and remaining site work. The additional fixed fee above represents the 80% portion of the bid phase fee minus an additional good-faith fee reduction of 10%.

FEE ADJUSTMENT

Services	Current *(Includes Amendments 1-5)*	Adjustments	Revised
Programming & Concept Design	$ 372,030.00	-	$ 372,030.00
Schematic Design	$ 655,750.00	-	$ 655,750.00
Design Development	$ 1,234,062.00	-	$ 1,234,062.00
Construction Documents	$ 1,385,979.00	-	$ 1,385,979.00
Agency Review	$ 205,705.00	-	$ 205,705.00
Bid Support	$ 67,889.00	-	$ 67,889.00
Construction Administration (20%)	$ 171,085.60	-	$ 171,085.60
Construction Administration (80%)	$ 684,342.40		$ 684,342.40
Add Service 01: LEED IP	$ 8,800.00	-	$ 8,800.00
Add Service 02: Repackage/Rebid/VE	-	$ 144,550.00	$ 144,550.00
TOTALS	**$ 4,785,643.00**	**$ 144,550.00**	**$ 4,930,193.00**

CONTRACT NOTE:
Other than the revised scope and fees as outlined above, nothing in this additional service is intended to amend or revise any of the contract provisions for the executed Professional Services Agreement.

Please review and let me know if you have any questions.

Sincerely:

Chris Vicencio, Partner, C26985
JK Architecture Engineering

Approved:

Client Date

Print Name/Title

C-031-2023 Jordan Knighton

Final Audit Report 2023-04-13

Created:	2023-03-20
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyT8fFVZe3pDzwFENZ8CGNGA41mr5zIDa

"C-031-2023 Jordan Knighton" History

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2023-03-20 - 9:35:32 PM GMT

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2023-04-06 - 6:02:32 PM GMT- IP address: 104.187.236.105

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2023-04-06 - 6:02:35 PM GMT

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2023-04-13 - 10:11:38 PM GMT- IP address: 152.44.155.154

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Signature Date: 2023-04-13 - 10:11:40 PM GMT - Time Source: server- IP address: 152.44.155.154

Agreement completed.
2023-04-13 - 10:11:40 PM GMT

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Amendment No. 7 to Professional Services Agreement with JK Architecture Engineering

The Professional Services Agreement C-084-2020 entered into on_July 28, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **JK Architecture Engineering (JKAE)** ("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 July 28, 2020, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 007** to the Agreement.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with these **Amendment No. 7** by the sum of **$108,920** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$4,951,383** plus the additional fee of **$108,920** for an amended total fee of **$5,060,303** 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: Tamara Wallace (Dec 12, 2024 11:46 PST)

Tamara Wallace,Mayor

CONSULTANT

By: Chris Vicencio (Dec 13, 2024 09:03 PST)

Chris Vicencio, JKAE
Business License # 008282

APPROVED AS TO FORM:

Heather Stroud (Dec 12, 2024 11:34 PST)

Heather Stroud, City Attorney

ATTEST:

Susan Blankenship (Dec 12, 2024 11:02 PST)

Susan Blankenship, City Clerk

Exhibit A

Amendment 7

LETTER OF AUTHORIZATION
Task 1 – STPUD Survey

CLIENT:	City of South Lake Tahoe	**DATE:**	September 16, 2024
ATTN:	Ricky Riddle	**PROJECT:**	20-370 Recreation Swim Complex

PROJECT AMENDMENT:
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Task 1 – STPUD Survey
Scope: Surveyor (Psomas) to perform survey of domestic water point of connection point in Highway 50 right of way. Formal survey proposal to follow as backup and JKAE will forward to City of South Lake Tahoe. See Exhibit A for general overview of survey area to be performed by Psomas.

Traffic Control Note: Psomas does not anticipate the need for a traffic control plan. Psomas anticipates using cones for safety purposes and will try to avoid blocking traffic or adjusting traffic flow. Should a formal plan or additional permit submittal be required, City of South Lake Tahoe will be responsible for those efforts or will request an additional service from surveyor through JKAE.

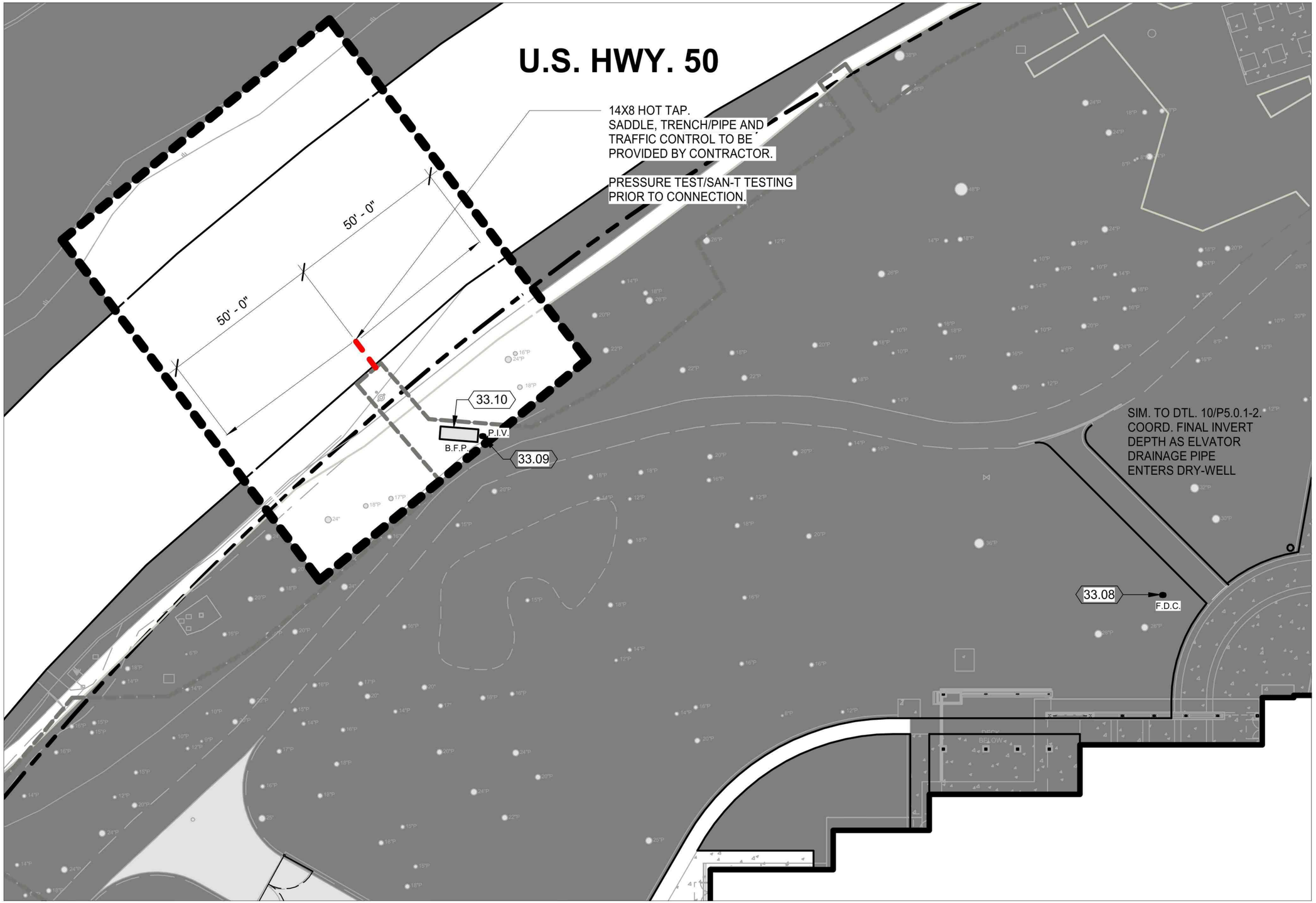
Schedule: In the interest of time, JKAE requests a quick turnaround of this proposal approval by the City of South Lake Tahoe as the Survey (Psomas) will need several weeks to schedule.

Based upon this additional effort we estimate that our contract amount shall be modified as follows:

Estimated Fee:	
Psomas:	$ 6,400.00
JKAE (Coordination):	$ 640.00
Total T&M (Est. Maximum):	**$ 7,040.00**
Surveyor Estimated Budget:	
PM/PLS Coordination:	$ 680.00
Field Crew 1 Extended Day:	$ 3,500.00
CAD Mapping:	$ 1,620.00
Estimate:	**$ 5,800.00**
10% Contingency:	$ 600.00
Total Estimated Fee:	**$ 6,400.00**

Budget Note: The above budget is not a Fixed or Not to Exceed Fee. Should actual survey based on field conditions require additional survey extents or time, JKAE will ask for written justification from Psomas for City of South Lake Tahoe review and approval.

EXHIBIT A



1 SITE PLAN - OVERALL - NEW SURVEY SCOPING PLAN
1" = 30'-0"

JKAE
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CITY OF SOUTH LAKE TAHOE
SOUTH LAKE TAHOE RECREATION
AND AQUATICS CENTER

CSLT Project. No.: 0160018-BN2

WDID No. / App. I.D.: 6A09LT000120-551577

DATE: 08/26/24
JOB NO: 20-370
SHEET REF: A1.0.1-2

EXHIBIT A

JKAE
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LETTER OF AUTHORIZATION
Task 2 – AV Design Services

CLIENT:	City of South Lake Tahoe	**DATE:**	October 21, 2024
ATTN:	Ricky Riddle	**PROJECT:**	20-370 Recreation Swim Complex

PROJECT AMENDMENT:
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Task 2 – AV Design Services
Client has requested a proposal to add AV capabilities to the Gymnasium and Event Space. JKAE and its Consultant team will begin by analyzing the optimal size, number, and placement of screens, ensuring their orientation maximizes visibility based on the audience size and location, which will be coordinated with the Client.

- Electrical & AV Design: We will evaluate the placement of one large screen, oriented north/south along the eastern end of the room versus a smaller screen positioned east of the proposed athletic demising curtain, with an additional option for two screens. The optimal height and viewing angles will also be determined to enhance the audience's experience. Electrical and AV conduits, as well as controls, will be routed or located at the existing switch banks if feasible. A flush floor conduit will be installed for a lecture podium, and all necessary equipment, including the screen, projector, and control system, will be specified as part of this design. For the event space, re-evaluate current design for best viewing. Review speaker and projection equipment with client and coordinate any changes to specification.

- Structural Engineering: The structural design will address the necessary structural support, including brackets and bracing for screens and mounting for the projector. AV controls and the equipment will be designed to be mobile, allowing them to be easily moved when needed. Existing drawings will be updated to include the exact height, lateral positioning, and deployment of the equipment, ensuring compatibility with existing joists, framing, and basketball hoops.

- Mechanical Engineering: The currently designed ducting system will be carefully evaluated to avoid any interference with the screens, ensuring the new design is optimized to prevent unwanted airflow from affecting the screens' stability and performance. For the event space, coordinate mechanical equipment around preferred AV alignment.

- Architecture: Architectural Design will include a specification of a compatible podium, necessary storage for all elements, coordination with the overall layout and design. JKAE and BRS will coordinate necessary meetings between designers, contractors, and trade partners to appropriate scoping, pricing, planning and execution. Execution includes permitting and construction administrative activities associated with accommodating this change. For the event space, re-evaluate current design for best viewing.

Upon approval, the Consultant team will design and produce a schematic set of drawings that will delineate the scope for the contractor to price. Upon review of contractor pricing, client will review and decide if scope will move forward. Any unforeseen additions to this scope will require additional fee.

Architecture, JKAE	$9,400.00
Specialty Architecture, BRS	$5,000.00
Structural, Buehler	$12,000.00
Electrical, The Engineering Enterprise	$8,700.00
Mechanical, Capital	$1,600.00
TOTAL FIXED FEE	**$36,700.00**

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LETTER OF AUTHORIZATION
Task 3 – Client Requested Changes

CLIENT:	City of South Lake Tahoe	**DATE:**	October 23, 2024
ATTN:	Ricky Riddle	**PROJECT:**	20-370 Recreation Swim Complex

PROJECT AMENDMENT:
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Task 3 – Client Requested Changes
Client wishes to direct JKAE & Design Team to implement minor client-directed design changes. This additional service is meant to provide the design team with an extended budget to allow for these changes to occur without delay.

TIME & MATERIALS FEE $50,000.00

Note that design changes in excess of the $50,000 estimated maximum will be tracked as separate additional services in which JKAE will provide a separate proposal. JKAE will not proceed beyond the $50,000 estimated maximum without prior Client written authorization.

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LETTER OF AUTHORIZATION
Task 4– Metal Roof Deck Plumbing Support

CLIENT:	City of South Lake Tahoe	**DATE:**	October 25, 2024
ATTN:	Ricky Riddle	**PROJECT:**	20-370 Recreation Swim Complex

PROJECT AMENDMENT:
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Task 4 – Metal Roof Deck Plumbing Support
The General Contractor has requested Buehler Engineering to review the capacity of the metal roof deck to be able to support plumbing systems directly from the deck. The desire is to be able to eliminate the added miscellaneous steel currently supporting the plumbing distribution system. The General Contractor will provide plumbing system hanger plans (PDF and CAD/Revit) with the hanger reactions noted for review. Buehler's scope of work will include the following:

- Attend three meetings with the contracting team.
- Coordination with the plumbing contractor.
- Review of the hanging loads.
- Provide structural calculations to validate the deck capacity.
- Review of plumbing hanger to metal deck connection details.

Structural Engineering, Buehler		$8,800.00
JKAE-Coordination		$880.00
Task 4	**FIXED FEE**	**$9,680.00**

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LETTER OF AUTHORIZATION
Task 5 – LEED Submittal Reviews

CLIENT:	City of South Lake Tahoe	**DATE:**	November 13, 2024
ATTN:	Ricky Riddle	**PROJECT:**	20-370 Recreation Swim Complex

PROJECT AMENDMENT:
In accordance with the Professional Services Agreement for the above-mentioned project, dated July 28, 2020, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been adjusted as follows:

Task 5 – Metal Roof Deck Plumbing Support
The LEED submittal review time and budget allocation was exceeded due to multiple re-reviews of previous LEED submittals. These re-reviews necessitated additional coordination meetings/calls to resolve:

- Additional time (estimated at 20 hours) to review the remaining LEED submittals
- Up to three additional one-hour virtual LEED CA coordination meetings
- JKAE review and processing of these remaining LEED submittals

LEED Additional Submittal Reviews/Meetings, Mead & Hunt	$5,500.00
FIXED FEE	**$5,500.00**

C-312-2024 JKAE Amendment 7

Final Audit Report 2024-12-13

Created:	2024-12-12
By:	Michelle Davis (medavis@cityofslt.us)
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"C-312-2024 JKAE Amendment 7" History

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Signature Date: 2024-12-13 - 5:03:32 PM GMT - Time Source: server

Agreement completed.
2024-12-13 - 5:03:32 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 22

Agenda Item: Update on Vacation Home Rental Permitting

Executive Summary: On June 17, 2025, City Council adopted Ordinance No. 2025-1200, amending the Vacation Home Rental ("VHR") provisions of the South Lake Tahoe City Code, by a vote of 4-1 (Robbins no). In conjunction with adopting this Ordinance, City Council requested that staff bring back a report at this meeting to receive an update on the VHR permitting process under the new Ordinance, and to consider whether any amendments are warranted at this time.

Requested Action / Suggested Motions: Receive report and either: (1) Pass a Motion directing staff to bring back an ordinance at a future meeting to amend Ordinance No. 2025-1200 to make one or more of the following changes: (a) subject non-residential areas to the same rules as the Tourist Core Area Plan; (b) modify buffer requirements in residential areas; and/or (c) modify restrictions regarding condominiums; or (2) take no action.

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

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

Attachments:

01 - Staff Report - VHR Update.docx
02 - Ordinance 2025-1200 VHR Amendments.pdf

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

Meeting Date: September 9, 2025

Title: Update on Vacation Home Rental Permitting

Location: Citywide

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

Background: On June 17, 2025, City Council adopted Ordinance No. 2025-1200, amending the Vacation Home Rental ("VHR") provisions of the South Lake Tahoe City Code, by a vote of 4-1 (Robbins no). That Ordinance made the changes to the City's VHR regulations including the following:

- Establishes a 150-foot buffer between VHR properties outside the Tourist Core Area Plan, except for condominiums. (§ 3.50.380(F))
- Prohibits VHRs in "multifamily dwellings," but allows VHRs in attached condominiums for applicants who had a permit as of September 1, 2016. (§ 3.50.380(D)(2))
- Excludes timeshares from VHR regulation. (§ 3.50.370)
- Requires VHR owners outside Tourist Core Area Plan to use local property manager to check in guests and go over the rules, ensure compliance with operating conditions, receive real-time indoor sound monitoring and outdoor video monitoring to head off nuisance issues, and respond to complaints in person 24/7. (§§ 3.50.070; 3.50.390(B)(1)(b), 3.50.440)
- Changed occupancy limits outside Tourist Core Area Plan to 2 per bedroom, with up to five children aged 13 and under not counting towards the occupancy limit. (§ 3.50.440(A)(1))
- Requires defensible space inspection prior to permit issuance, for properties outside Tourist Core Area Plan. (§§ 3.50.390(A)(7)(b); 3.50.410(B)(2))
- Requires all VHR properties to be operated, maintained, and managed in compliance with conditions of operation irrespective of whether they are being used as a VHR at a given time. (§ 3.50.440).
- Clarified that appeals of VHR permit denials and revocations appealed to the Planning Commission are final and not subject to further appeal to City Council. (§ 3.50.430)
- Authorized permitting preference for prior VHR and Qualified VHR permit holders in good standing. (§ 3.50.390(A)(1))

In conjunction with adopting this Ordinance, City Council requested that staff bring back a report at this meeting to include the following topics:

- Update on VHR permitting process, including how many permits issued, operation of buffers and how many properties were buffered out, permitting for condominiums, rules in non-residential areas outside Tourist Core Area Plan.
- Code enforcement issues.
- Whether City could implement minimum age of 25 to rent VHR.

Issue and Discussion: The City began accepting applications for preferred applicants on June 23, 2025, and began accepting applications from outside the preferred applicant group on August 23 at 9:00am. As of August 28:

- Total applications received: 1,029
    - Applications received during preferred applicant period: 639
- Applications reviewed: 702
- Applications awaiting additional information: 25
- Applications at "deemed complete" stage: 123
- Total applications rejected: 373
    - Not eligible for preferred applicant period: 245
    - Not eligible for permit: 149
        - 3 or more upheld citations: 39
        - Outstanding fines: 48
        - Multifamily, or attached condo not having a permit as of 9/1/16: 53
        - Buffered out: 65
- Issued permits: 111

<u>Code Enforcement Data</u>
Since the first permit was issued in July, there have been no complaints and no citations issued to newly permitted VHRs in residential areas. Staff will continue to track and report this data as more permits are issued and more properties begin short-term rental operations. For permitted VHRs in non-residential areas, which have been operating continuously including during the period in which Measure T was in place, between January 2018 through August 2024, there were less than 10 citations issued for nuisance-type violations (including noise, parking, trash, hot tub). Since August 2024, there have been no citations issued to permitted VHRs in non-residential areas (commercial and recreational) outside the Tourist Core Area Plan.

<u>Potential Amendments to VHR Ordinance</u>
Based on the code enforcement data indicating a lack of nuisance issues in non-residential areas, City Council may want to consider amendments to the VHR ordinance to treat all non-residential areas similar to the Tourist Core Area Plan, which has less stringent regulations including no buffer, no requirement for a local property manager, and higher occupancy limits. It is important to note that if no change is made, as existing permits in these areas (which were allowed under Measure T with no buffer) come up for annual renewal, some permittees in commercial and recreational areas would be buffered out and precluded from renewing.

With respect to establishing a minimum age to rent a VHR, there is a state law that prohibits any local zoning rule that probits land uses based on certain characteristics including age. Cal. Gov't Code § 65008(a)(1). This provision was used to challenge an age minimum of 30 to rent a VHR in the City of Rancho Mirage's ordinance, but the court did not reach the issue for procedural reasons. *Harrison v. City of Rancho Mirage*, 243 Cal. App. 4th 162, 176 (2015). In 2022, Rancho Mirage amended its ordinance to ban all short-term rentals, so the age provision is no longer in

place. Given the likelihood of a legal challenge to this type of restriction and the lack of data supporting heightened nuisance issues with occupants under 25, staff does not recommend adopting an age-based restriction at this time.

Regarding the buffer requirements in residential areas, with only about 100 permits issued to single-family units in residential areas to date, staff suggests waiting to better understand any positive or negative effects from buffers before making changes to these requirements. Staff has identified other jurisdictions that have had buffer requirements in place for a longer period of time and has reached out for feedback on how they are working. These jurisdictions generally report that buffers have been successful in reducing nuisance issues such as noise, parking, and trash impacts on neighbors, and preserving neighborhood character. Maintaining a buffer may also help alleviate housing concerns by limiting developers' ability to use the limited housing allocations to build homes intended to be VHRs. El Dorado County noted that since implementing the buffer requirement, they have seen a reduction in developers seeking TRPA housing allocations to build VHRs, such that they no longer have a waiting list and have available housing allocations.

Many of these jurisdictions exempted owners with existing permits from the buffer when adopting the buffer requirement, and several noted that they have seen limited benefits from the buffer rules because of this exemption and clustering of existing permits. South Lake Tahoe has the benefit of a "clean slate" in residential areas because of Measure T's prohibition of VHRs in those areas beginning in 2021, and the court of appeal's ruling that prior permit holders did not have vested rights to renewal of their permits.

Jurisdiction	**Buffer requirement**	**Code Section**	**Notes**
El Dorado County	500 ft	5.56.056	Adopted in 2021. Exempted owners with existing permit.
Santa Rosa	1000 ft between non-hosted STRs	20-48.040(B)(2)(a-b)	Adopted 2021. Exempted owners with permit approved prior to 3/17/2020. Subsequently, new VHRs banned and non-hosted VHRs will be eliminated by attrition.
Alpine County	100 ft	18.73.130(B)	Adopted 2021. Exempted owners with permit approved prior to 3/17/2020.
Humboldt County	600 ft buffer if 1 or more dwelling per acre. No buffer if less dense.	60.05.10.6.2.1.2	Adopted 2024.
Morro Bay	175 ft	17.30.220(D)(4)(a)	Adopted 2017.
Arroyo Grande	500 ft	16.52.230(12)	Restrictions for buffer and cap adopted 2022 (Ord. 718).
Pacific Grove	55 ft	7.40.040(b)(2)	"Zone of exclusion" adopted 2017; exempted previous licenses.
Redding	600 ft	18.43.180(F)(2)(a)(2)	May be reduced to 300 in certain cases.
San Louis Obispo County	1500 ft (Land Use); 50, 100, 200ft (Coastal zone land use)	22.30.510(b)(ii); 23.08.165(c)(1-4)	Land Use: No residential vacation rental shall be located within 1,500 feet of an existing permitted vacation rental. This requirement may be modified through Minor Use Permit approval when a Conditional Use Permit is not otherwise required. Coastal Zone Land Use: 50/100ft radius, 100/200 linear feet from VHR.

Paso Robles	100 ft (single family res. zoning)	Ord. 1120 N.S.	Buffer only applies to non-hosted rentals.
Riverside	500 ft - Wine country 150 ft - Idyllwild	Ord. 927, Section 10(e) Ord: 927, Section 9(g)	

Similarly, with respect to prohibiting VHRs in attached condominiums unless the applicant had a permit as of September 1, 2016, staff recommends keeping that restriction in place at this time, at least until more data is collected regarding any issues with the permitted VHRs. Staff is concerned about both nuisance issues from allowing a concentration of VHRs in condominiums with shared walls and the loss of potential workforce housing stock that could result if changes were made to this provision at this time.

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

Financial Implications: There are no financial implications from receiving this report. If City Council directs staff to bring back an ordinance making amendments to the VHR regulations, the fiscal implications of that ordinance will be analyzed at that time.

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

Ordinance 2025-1200

Adopted by the City of South Lake Tahoe
City Council

June 17, 2025

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

FINDINGS

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

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

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

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

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

during the lawsuit was an injunction in place prohibiting the implementation of Measure T's prohibition on VHRs in certain areas of the City including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017, such that VHRs in these areas were phased out by the end of 2021 as required by Measure T.

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

G. On April 1, 2025, the City Council unanimously adopted Ordinance No. 2025-1193, establishing a temporary, forty-five (45) day moratorium on the issuance of Vacation Home Rental permits for Vacation Home Rentals in areas where such permits were prohibited by Measure T, pursuant to California Government Code section 65858(a). On May 6, 2025, City Council adopted urgency ordinance (Ordinance No. 2025-1196) by a four-fifths vote (with Councilmember Jinkens voting no) to extend the temporary moratorium through June 19, 2025.

H. On April 22, 2025, the City Council received a staff report and passed a motion by a vote of 3-2 (Mayor Pro Tem Bass and Councilmember Robbins voting no) to make certain amendments to the pre-Measure T VHR regulations that were in place as of November 2018.

I. On May 6, 2025, City Council passed a motion by a vote of 4-1 (Councilmember Robbins voting no) to make further amendments to the proposed ordinance and bring back this Ordinance for a first reading on June 3, 2025.

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

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

L. On May 23, 2025, notice of this public hearing was published in the Tahoe Daily Tribune pursuant to California Government Code section 65090.

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

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

3.50.370 Definitions.

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

“Buffer zone” shall mean the area within 150 feet of any property line of a vacation home rental property, except for condominiums, as measured using the city of South Lake Tahoe’s geographic information system data.

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

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

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

“Electronic signature” shall have the same meaning as set forth in SLTCC section 2.40.010.

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

“Multifamily dwelling unit” shall mean a dwelling unit that is attached, meaning that it shares at least one wall, floor, or ceiling with at least one other dwelling unit, except that condominiums within the Tourist Core Area Plan are not considered multifamily dwelling units.

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

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

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

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

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

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

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

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

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

3.50.380 Vacation home rentals – General provisions.

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

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

C. Vacation Home Rental Permits Nontransferable.

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

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

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

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

D. Multifamily Dwelling Units.

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

2. Notwithstanding subsection (D)(1) of this section, owners of multifamily dwelling units that are condominiums and had a valid vacation home rental permit at such condominium on September 1, 2016, may apply for a vacation home rental permit for said multifamily dwelling unit and will be issued or denied a permit or renewal permit based on the criteria of SLTCC 3.50.410.

E. Agency and Property Management.

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

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

F. Anti-Clustering Requirements.

1. Outside of the Tourist Core Area Plan, a vacation home rental shall not operate on a parcel located within 150 feet of another parcel outside of the Tourist Core Area Plan with a vacation home rental permit.

2. No more than one vacation home rental shall operate on a parcel.

3. Distances under this subsection shall be calculated as a straight line from any parcel line of the permitted vacation home rental property to the parcel line of any other parcel. Locational restrictions shall apply to an entire parcel if any portion of the parcel is located within the applicable buffer zone.

4. Notwithstanding subsection F(1) of this section, condominiums are exempt from the anti-clustering requirements, meaning that no buffer zone around condominiums is required, and condominiums are not subject to buffer zones around other vacation home rental properties.

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

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

3.50.390 Vacation home rental application procedures.

A. Initial Applications.

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

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

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

4. All vacation home rental applications which have been deemed complete by the city manager shall be reviewed and processed in the order of the application's filing date.

5. Once an application is deemed complete, the city manager shall make reasonable efforts to schedule an inspection of the vacation home rental within 14 days. Vacation home rental

applicants shall have 45 days to make all changes and improvements to the vacation home rental which are required by the city pursuant to the inspection. If the vacation home rental applicant fails to make all changes and improvements to the vacation home rental within 45 days of the inspection, said applicant's vacation home rental application shall be deemed withdrawn.

6. The city shall issue no more than 150 vacation home rental permits per month.

7. Inspections.

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

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

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

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

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

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

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

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

(c) Square footage of home.

(d) Owner mailing address.

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

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

(g) Number of bedrooms in vacation home rental.

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

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

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

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

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

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

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

3.50.400 Expiration and renewal of vacation home rental permits.
A. Vacation home rental permits shall expire one year after their issuance.

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

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

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

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

3.50.410 Review, issuance and denial of vacation home rental permit applications.
A. Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.

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

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

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

3. Neither the vacation home rental property nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the

city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

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

5. The proposed vacation home rental would comply with the anti-clustering requirements of SLTCC 3.50.380(F).

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

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

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

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

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

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

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

3.50.420 Revocation of vacation home rental permit.

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

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

2. There have been three or more upheld citations for violations of the city code which citations were issued during three separate events and/or calls for service for violations of the city code at the vacation home rental within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

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

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

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

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

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

A. Maximum Occupancy.

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

Table 1. Number of Paved Parking Spaces Establishing Maximum Occupancy

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

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

Number of Bedrooms	Maximum Occupancy
Studio	4
1	6

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

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

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

Within the Tourist Core Area Plan, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental with one or more bedrooms shall be calculated by multiplying the number of bedrooms by two and adding four. Outside the Tourist Core Area Plan, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental shall be calculated by multiplying the number of bedrooms by two. For vacation home rentals with one or more bedrooms, up to five children aged 13 and under do not count towards the maximum occupancy. For studios, up to two children aged 13 and under do not count towards the maximum occupancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. The parking rules for seasonal snow removal;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. Trash.

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

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

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

Table 1. Minimum Number of Trash Cans within Bear Box

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

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

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

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

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

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

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

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

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

3.50.450 Enforcement.

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

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

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

D. Appeals of citations are subject to SLTCC chapter 2.30, except for any appeal of a third citation within a 24-month period resulting in revocation of a vacation home rental permit is subject to SLTCC chapter 2.35, and will be heard by the planning commission along with the appeal of the permit revocation under SLTCC section 3.50.430.

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

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

Table 2.35.070: Appealable Actions and Matters

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

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Vacation Home Rental Permit Third Citation and Revocation	3.50.450	None	Planning Commission
Animal Control Fees	4.05.080	None	City Council
Massage	4.15.040	None	City Council
Bingo Permit	4.20.060	None	City Council
Mobile Vending Permit	4.35.080	None	City Council
Alcohol Use Permit	4.70.130	None	City Council
Escort Permit Grant, Denial, Suspension or Revocation	4.70.200	City Manager	City Council
Private Patrol Permit	4.140.090	None	City Council
False Alarm Permit	4.145.070	None	City Manager
Refuse and Garbage	4.150.025	None	City Council
Taxicab Suspension or Revocation of Permit	4.155.110	None	City Manager
Cannabis Public Safety License	4.180.050	None	City Council
Hazardous Vegetation and Defensible Space	5.30.100	None	Hearing Officer
Land Use Development Standards	6.10.090 6.10.250	See 6.10.090 Table 1	See 6.10.090 Table 1
Housing: Unit Determination	6.25.080	None	City Council
Multi-Family Dwelling Inspection and Maintenance Program	6.30.170	None	Building Board of Appeals
Plan Line Setback: Building Permit	6.35.060	None	Planning Commission
Signs	6.40.270	Planning Commission	City Council
Trees	6.50.040 6.50.180	None	City Council
Condominium Conversion	6.55.210	Planning Commission	City Council
Use Permit and Variances	6.55.220 6.55.580 6.55.590	Planning Commission	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Special Events and Temporary Use Permit	6.55.230	Planning Commission	City Council
Hosted Rental Permit	6.55.295	None	Planning Commission
Cannabis use permit	6.55.770	None	City Council
Floodplain Management	6.65.160	None	City Council
Mobile Vending Location	6.70.060	Planning Commission	City Council
Wireless Facility Permits	6.75.040 6.75.080	Planning Commission	City Council
Urban Runoff and Storm Water Quality Violations	7.15.180	Public Works Director	City Council
Grading, Erosion, and Sediment Control Decisions	7.20.260	None	Public Works Director

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

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

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

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

Adopted by the City of South Lake Tahoe City Council on June 17, 2025 by the following vote:

Yes: Wallace, Bass, Jinkens, Roberts
No: Robbins

Tamara Wallace (Jun 18, 2025 13:14 PDT)
Tamara Wallace, Mayor

Date: June 18, 2025

Attest:

Susan Blankenship (Jun 18, 2025 09:14 PDT)
Susan Blankenship, City Clerk

First Reading: June 3, 2025
Published: June 6, 2025
Second Reading: June 17, 2025
Effective: July 17, 2025

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

Ordinance 2025-1200 VHR Amendments

Final Audit Report 2025-06-18

Created:	2025-06-18
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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 23

Agenda Item: Cannabis Revenues Grant Program Award Recommendations for 2025

Executive Summary: On April 22, 2025, The City Council adopted Resolution No. 2025 - 031 updating the Cannabis Revenue Grant Program Process and Guidelines. Under the City Council policy for these grants (adopted May 18, 2021), up to half the previous year's cannabis revenues received is available for 2025 awards. $400,000 was reserved for this program for the 2025 - 2026 project year. The application period for the City's Cannabis Revenues Grant Program was June 15 - July 15. The review team met and considered 22 applications for $746,116, and 13 are recommended for awards totaling $446,415.

Requested Action / Suggested Motions: Pass a Resolution appropriating an additional allocation of $46,415 of Cannabis Program Revenue toward the 2025 Cannabis Revenue Grant Program for a total amount of $446,415 and approving the grant awards list of projects recommended by the grant application review committee.

Responsible Staff Member: Sara Letton, Sustainability Coordinator

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

Attachments:

01 - Staff Report Cannabis Revenues Grant Awards 2025.docx
02 - Resolution - Cannabis Grant Budget Allocation.docx
03 - Attachment 1 to Resolution-Grant Award List.docx
04 - Res 2025-031 2025 Cannabis Grant Program Process and Guidelines.pdf

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

Meeting Date: September 9, 2025

Title: 2025 Cannabis Revenues Grant Program Recommendations for Awards

Location: Citywide

Responsible Staff Member: Sara Letton, Sustainability Coordinator, (530) 542-6175

Background: On May 18, 2021, City Council adopted Resolution No. 2021-039, establishing the Cannabis Community Benefit Fee Revenue Allocation Policy. Under this policy, City Council committed to allocating up to 50 percent of the previous year's cannabis revenue to a community benefit grant program. On March 15, 2021, the City Council adopted Resolution No. 2022-030 to establish the Cannabis Revenue Grant Program Process and Guidelines. On April 22, 2025 those guidelines were updated and adopted by City Council with Resolution 2025-031. Under these Guidelines, grants are to be awarded annually to South Lake Tahoe organizations whose projects contribute to mitigating the potential impacts of the cannabis industry in the city, and which help promote and address the priorities articulated in the City Strategic Plan, including:

- Ability for Everyone Who Works Here to Live Here
- Efficiency Government
- Ensure Public Safety
- Grow and Diversify the Economy
- Improve Transportation
- Protect the Natural Environment
- Recreation and Equitable Access for All

Pursuant to these policies, $400,000 of cannabis revenue was committed towards this grant program for 2025, which is the same amount budgeted as 2024, 2023, and 2022.

Issue and Discussion: The review team engaged in a process developed by staff, within the council-adopted guidelines, and informed by prior year experience. All applications received at least two reviews by team members. Application questions were scored and totaled for each applicant. An average absolute score was ascribed to each. An efficiency score was calculated by dividing the average score by the amount requested. The applications were ranked, evaluated, and discussed. Projects were then selected for recommendation of award by the review team by consensus.

Twenty-two (22) applications were reviewed by the grant review committee, consisting of the Mayor, a City Council Finance Committee member, the City Manager, and the City's Finance Director. For Council's discussion and/or approval, the committee brings recommendations for awarding thirteen (13) projects that were most consistent with the criteria. Twelve projects are

recommended for funding at their full request, and one recommended at seventy percent of the request. Attachment 1 to the Resolution provides the list of organizations recommended for awards, the amount they are offered, and a brief project description written by organization.

Financial Implications: $400,000 was originally designated for this program in the midyear budget request, according to the Policy. The recommendations for awards totals $446,415. The review team recommends allocating an additional $46,415 to fund the 13 projects.

Environmental Considerations: This is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative activities).

Policy Implications: The program is guided by the Cannabis Community Benefit Revenue Allocation Policy and was funded according to that Policy. The awarded projects fall within the guidelines approved by City Council, and all will help achieve progress on the City’s Strategic Plan. To be eligible, each applicant had to name at least one Strategic Priority addressed by their project. More points were earned by projects that addressed more Priorities.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Appropriating an Additional Allocation of $46,415 of Cannabis Program Revenue toward 2025 Cannabis Revenue Grant Program

BACKGROUND

A. On February 19, 2019, the City Council adopted Ordinance No. 2019-1126 which regulates cannabis businesses in order to ensure the health, safety, and welfare of the residents of the city of South Lake Tahoe and visitors.

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. On May 18, 2021, City Council adopted Resolution 2021-039 which established the Cannabis Community Benefit Fee Revenue Allocation Policy, and on April 22, 2025, adopted Resolution 2025-031 which updated the Cannabis Revenue Grant Program Process and Guidelines.

D. Pursuant to these policies, $400,000 of cannabis revenue was committed towards this program for 2025.

E. The City's grant review committee received and reviewed twenty-two eligible (22) applications and selected thirteen (13) projects, resulting in a total recommended award amount of $446,415.

F. Sufficient fund balance is available in the Cannabis Special Revenue Fund to allocate additional funding and cover the remaining budgeted expense through the end of the fiscal year of 9/30/2025.

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

1. Appropriates additional allocation of the Cannabis Community Benefit Fee revenue to the City's Cannabis Revenues Grant Program of $46,415.

2. Approves the amendment to the budget in account 223-02120 as follows:
   Expense 44032 Contributions/Sponsorship $46,415.

3. Approves the 13 projects in the Grant Award List (Attachment 1) for total award of $446,415.

Adopted by the City of South Lake Tahoe City Council on September 9, 2025, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

	Applicant	Brief Project Description	Award Offer
1	Boys and Girls Club of Lake Tahoe	The club is seeking bridge funding to enable us to continue our health and wellness program. For the past two years, we have received $50K/yr from the County. That ended abruptly in March 2025 with no warning. In addition, we have received cuts to our state funding due to the gentrification of South Lake Tahoe such that our food grant no longer covers the cost of providing meals to our members, and CalFresh, who ran the nutrition component, has lost funding and is closing. Support for the Health & Wellness program, while we seek other long term funding, will enable this vital program to continue. The program is multifaceted and includes our highly successful anti-drug, -alcohol, and -tobacco program, as well as programs that encourage resiliency, healthy eating, positive mental health and physical activity. It also incorporates our new Esports program that is proving highly successful at attracting and retaining members in the grades most vulnerable to unhealthy activities. Funding from this grant would be used to purchase equipment fro the program and assist with the staff costs for delivering this program 100% ourselves.	$ 50,000
2	Christmas Cheer, Inc.	Christmas Cheer, Inc. serves the community's most vulnerable members and due to the rising costs of food, we are seeing more and more families that are requiring assistance, thus increasing our need for additional refrigeration and storage space. The funds will be used to purchase and install a new walk-in fridge.	$ 35,000

3	Clean Tahoe Program	If awarded, Clean Tahoe will use the grant funds to support the cleanup of abandoned or vacated homeless encampments in the South Lake Tahoe area. The region includes numerous land management agencies, each with its own law enforcement protocols, which often results in camps—frequently filled with loose trash—remaining in place for extended periods while funding is secured. These encampments are commonly located along riverbanks, in meadows, wetlands, and forested areas. Having access to dedicated funding will enable Clean Tahoe to respond promptly and clean up sites as soon as they are reported and vacated, regardless of property ownership. Our administrative staff is highly skilled in quickly identifying property ownership and maintains strong working relationships with local land managers and law enforcement agencies. This coordination ensures that reports are relayed to the appropriate authorities so that outreach and services can be offered prior to the issuance of any notices to vacate. Grant funding would also be used to provide refresher training on hazardous waste procedures and to purchase essential personal protective equipment for staff safety.	$ 50,000
4	El Dorado Community Foundation -- Drug Store Project	Funds will be spent for 300 6th graders to participate in the Drug Store Project, a reality-based event with presentations provided by 45 agencies and supported by 200 volunteers at LTCC. The event's theme is "Choices, what are yours?" and educates what can happen with substance use, misuse, and abuse. Funds would cover the majority of the program cost. In addition to the actual event, youth complete a pre & post survey, parents participate in a survey and can receive educational and harm reduction materials for the family to make homes safer. The goal is to educate youth on the dangers of drugs. The event reinforces that all kids have choice and healthy choices lead to more opportunities.	$ 18,201

5	Encompass Youth	Our project is framed within our three focus areas: Education and Job Readiness, Health and Well-being, and Independent Living. The project provides comprehensive support and services addressing issues related to housing, poverty, health and well-being, social and community connections, education, and employment. Our clients face numerous barriers and challenges in accessing the services they need, including transportation issues, language barriers, financial constraints, a lack of awareness about available services, and difficulties navigating the often-complex systems to access these services. Volunteer Navigators can connect with clients, build trusting relationships, and provide the support and services the clients need to transition successfully to independence and adulthood. The project offers an environment where youth are safe, seen, heard, and empowered. Examples of how the funding will be spent include: rent/utility assistance, clothing, household items, personal hygiene products; costs for further education/certification; fees for positive youth development and enrichment activities; dental needs; other health needs; fees to obtain documents; counseling; and gym memberships.	$ 28,175
6	Live Violence Free, DBA Vista Rise Collective	This project offers comprehensive client care to victims in need of financial assistance as they establish safe and stable housing. Funds will cover critical needs, such as rental assistance, household supplies, utilities, food, transportation, basic necessities, legal fees, workforce development, and credit repair, all essential for long-term independence and resilience. Client care funding is vital for victims in South Lake Tahoe, where competitive housing and economic pressures disproportionately create barriers for victims as they rebuild their lives. By alleviating immediate financial stressors, such as moving expenses and household setup costs, this project enables survivors to focus on healing without being overwhelmed by burdens. The project employs a Housing First approach, emphasizing that stable, permanent housing is a foundational element in the recovery process for victims. By mitigating the economic impacts of victimization, these funds help reduce homelessness, prevent cycles of poverty and trauma, and foster self-sufficiency through access to local housing, improved employment opportunities, and community resources.	$ 40,000

		Addressing financial burdens is vital for survivors on their journey to independence and well-being.	
7	South Tahoe High School Performing Arts Boosters Association (PABA)	The funding requested in this proposal will be spent on creating the new Choral Department within the broader STHS Performing Arts Program. With two full-time teachers, STHS currently can support instruction in band, orchestra, theater, and related classes. However, STHS cannot currently support a vocal/choral coach on staff, limiting high school singing opportunities in the school district to an off-site, after-school choir. This grant would support part-time vocal coaching to instruct a newly-created chorus class at STHS, under the supervision of the music teacher, and to support the STHS music and theater teachers to develop the Choral Department beyond the 2025-26 school year. In the 2025-26 school year, the Choral Department will provide a chorus class for the first time in over five years. All requested funds will go to support vocal coaching and choral instruction and to provide musical scores and instructional supplies. Note that the STHS performing arts building has ample space to provide choral singing instruction for individuals and groups of students. This grant request covers the pilot year in 2025-26. Within the year, we intend to identify permanent funding sources to expand the Choral Department.	$ 16,520
8	South Tahoe High School Sober Grad Night Task Force, DBA "South Tahoe Grad Night"	Grad Night's funding request primarily covers entertainment and vendor expenses. As costs for individual vendors have risen significantly over time, and donations have declined substantially, this funding is crucial to ensure the event's success. The grant will support these essential elements of our event, providing a memorable and enjoyable experience for each graduating senior. Additionally we plan to allocate funds towards purchasing a memorable gift to enhance their experience and commemorate their achievements. We are also looking to invest in better curtains/backdrops for wall coverings this year. The grant is crucial to funding our event's infrastructure each year. With this support, Grad Night's ability to provide a safe and enjoyable celebration for graduates would be protected.	$ 30,000

9	South Tahoe Middle School Parent Teacher Association	After a very successful 2024 grant program where we had after school enrichment clubs at South Tahoe Middle School, we want to continue and grow the program. We would use these grant funds to sponsor twelve afterschool enrichment clubs with stipends and supplies for fall and spring clubs. Before we had the Cannabis grant, there were very little options for after-school activities at STMS that were free and on campus. This was exactly the time when kids tend to get into trouble and experiment with drugs and alcohol. There is interest in many of the same 10 clubs that we ran this year in addition to a football club and to help support club live for next year. We plan to pay the Club Advisors a $1500 stipend and provide approximately $600 for supplies per club. Some Clubs use almost no money for supplies and some request lots of supplies depending on what they are creating and doing on a weekly basis. Our goal was to expand our number of clubs over time so we are excited that there is demand and interest.	$ 25,800
10	Tahoe Alliance for Safe Kids	Tahoe Alliance for Safe Kids provides drug prevention and education, harm reduction tools, and social & emotional skills to kids and families in our community. Funds will support our staff to be at schools for campaigns, create our Did You Know campaigns (on social media, LTUSD newsletters, school education topics), to address trends affecting youth in our community and presenting information and skills (like vaping and teaching refusal skills) that is age appropriate to classes in elementary school, attending community outreach events, meeting with LTUSD admin, staff and teachers to address identified education and help mitigate drug access outside of schools, and run Alliance meetings bringing education and speakers to help keep kids safe. Funds will be spent on the Soul Shoppe Program at all four elementary schools this year to create consistency in a shared language giving kids space to build and practice social & emotional tools and coping skills. A facilitator from the evidence-based program teaches students the skills. This year we are expanding with a family night and teacher training on the skills students are building for more support to youth. Funds will also support our non-profit toward our contracted bookkeeper and indirect costs toward insurance.	$ 50,000

11	Tahoe Art League	We aim to do a few bigger murals and additional art classes - targeting Youth on The Margins (justice system impacted youth). ART CLASSES: Our Special Needs classes are very popular and we would like to do 2/month. We would also like to continue our bi-monthly kids classes at the Family Resource Center - plus add a few class for adults as well. We piloted an adult class this spring and it was very popular. Finally, there is a new consortium of local organizations that work with Youth On the Margins (YOM). And we would like to offer 2 classes/month for incoming 6th graders that have been specifically identified as At Risk. MURALS: We have 2 larger murals we hope to fund - and several smaller ones. The walls we are targeting are the wall facing Safeway, El Dicho Cafe, Tahoe Beach Retreat, Athletex gym and some other walls around town. We will also install a beautiful pair of painted wings next to the Tahoe Tesse Trading Post (a new local artist center) to encourage visitors to stop and take a picture. We plan to paint a mural inside STMS and work with the YOM students to do mobile pop up murals.	$ 19,550
12	Tahoe Coalition for the Homeless	1. Create a laundry room facility at the Red Lodge property in order to provide access to paid laundry machines on-site. Rehabilitate an existing room by completing some small structural change, plumbing, and electrical installation in order to have two washing machines and two dryers installed. All work will be completed by local licensed contractors. 2. Upgrade electrical panel at the Bird's Nest property to allow for additional power in order to purchase and install five new HVAC systems. All work will be completed by local licensed contractors.	$ 50,000

13	Tahoe Youth and Family Services	For over 50 years, TYFS has received federal funding to provide a vital lifeline for youth in SLT who are experiencing or at risk of homelessness. As the sole provider dedicated to this vulnerable population, TYFS Project delivers a comprehensive Supportive Services Program that includes Housing-Focused Street Outreach, a youth Drop-In Center, and a Transitional Living Program. These initiatives not only help youth secure and maintain stable housing but also empower them to contribute meaningfully to SLT's workforce. Through trauma-informed, youth-centered care, TYFS builds trust, fosters resilience, and prevents chronic homelessness. Recent changes in federal policy have resulted in the elimination of TYFS funding for diversity, equity, and inclusion (DEI) initiatives that specifically support homeless youth. When funding for DEI is cut, programs that serve homeless youth often suffer too—because they are designed to correct the very disparities DEI seeks to address. This grant would be used to provide bridge funding to TYFS in order for youth in our community to continue to receive safe housing and wraparound services such as mental health counseling, educational support, workforce development, and recreational opportunities.	$ 33,169
		Total of all recommended project funding	**$ 446,415**

Resolution 2025-031

Adopted by the City of South Lake Tahoe City Council

April 22, 2025

Adopting the 2025 Cannabis Revenues Grant Program Process and Guidelines (Replaces Resolution 2023-016)

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 pay a business license tax pursuant to Measure G, adopted by voters on November 8, 2022, equivalent to six (6) percent of Gross Receipts and $20/square foot of canopy for cultivation.

C. The proposed 2025 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 negative impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. The 2025 guidelines update the dates referenced, effectively pushing the program implementation back by two months.

D. The grant program has, to date, successfully managed 14 grant projects in the community in 2022, 15 in 2023, and 14 in 2024. 2024 Projects will close out in spring and summer 2025.

E. Only significant changes to this grant program guidelines and procedures will be brought to council for approval in the future. Dates for grant application period will be determined by staff based on workload and priorities without returning to council for approval.

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 2025 Cannabis Revenues Grant Program Process and Guidelines attached hereto as Exhibit "A."

Adopted by the City of South Lake Tahoe City Council on April 22, 2025 by the following vote:

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

Tamara Wallace (Apr 23, 2025 17:23 PDT)

Tamara Wallace, Mayor

Date: Apr 23, 2025

Attest:

Susan Blankenship (Apr 23, 2025 15:11 PDT)

Susan Blankenship, City Clerk

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

CANNABIS REVENUES POLICY

GRANT PROGRAM

2025 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 public agencies and nonprofit organizations with programs or projects designed to mitigate potential negative impacts of the cannabis industry in South Lake Tahoe and which promote the priorities of the City Strategic Plan. The City's Strategic Plan is available on the City website, City Manager page.

Please note that this is a grant program for project funding. It is not a donation or sponsorship program. Strong applications will directly address one or more Strategic Priorities while also addressing potential negative impacts of the cannabis industry.

GRANT DETAILS

- Grant amounts will range from $1,000 to $50,000.
- Funds must be expended within one year
- No more than a 10% de minimus indirect cost rate allowed; unless the organization can provide a separate approved federal cognizant agency indirect cost rate.
- The City shall disburse 90% up front, and the final 10% shall be reimbursed upon successful completion of final reporting.
- Detailed documentation of eligible expenses is required.

WHEN CAN I APPLY?

The City grant program will open on June 15, and the submittal period will remain open until 11:59 p.m. on July 15.

ELIGIBILITY

- You must have a current City of South Lake Tahoe Business License at the time of application submittal.
- Your entity and proposal must be focused on efforts to mitigate potential impacts of the cannabis industry in South Lake Tahoe and promote the priorities of the City Strategic Plan.
- Your entity must be located within the city limits or serve the community of South Lake Tahoe, CA.
- One application per entity
  - 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 previousaward was expensed to the City no later than May 31 following a previous year's grant award.
- Must meet all requirements outlined in the city's "Financial Policy for Granting Funds for Community Benefit and Enhancement"

APPLICATION REVIEW

- Please be sure your application is complete when you send it in. The City reserves the right to not consider incomplete applications.
- 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 August 30 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 entity's name along with the grant amount listed on the website. Please note that anything submitted to the City is considered public record and can be made available via a public records request.

SUBMITTING YOUR APPLICATION

You will be required to submit the following required documentation along with your signedapplication form:

1. A photo or copy of your current City of South Lake Tahoe Business License
2. A current IRS Form W-9 showing your Taxpayer ID
3. For nonprofits, attach your IRS letter with proof of tax-exempt status and a screenshot of Secretary of State Business Search website showing ACTIVE status of your nonprofit
4. For governmental agencies, attach federal TIN documentation
5. Federal tax return 990/990-PF or previous year audited financial statement OR a previous year audited financial statement

Please submit the application form and the supporting documentation via email to Grantprogram@cityofslt.us
Or send to:
City of South Lake Tahoe City Hall
Attn: Grant Program
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150
Or bring to the Finance drop box at the above address.

To be considered for the grant, your materials must be in by 11:59 p.m. on July 15.

Contact the City of South Lake Tahoe at Grantprogram@cityofslt.us **with questions.**

Res 2025-031 2025 Cannabis Grant Program Process and Guidelines

Final Audit Report 2025-04-24

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Signer twallace@cityofslt.us entered name at signing as Tamara Wallace
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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 24

Agenda Item: Cannabis Tax Rate Discussion

Executive Summary: The Cannabis Business and Professions Tax rate adopted by voters in 2022 (Measure G) is 6% of gross receipts on retail, distribution, and manufacturing and $20 per square foot of canopy for cultivation. This rate is the maximum rate allowable. City Council may lower the rate by resolution without voter approval. Some of the local licensed cannabis businesses expressed concern that South Lake Tahoe's 6% tax rate is higher than neighboring jurisdictions, potentially placing them at a competitive disadvantage. The businesses also expressed concern about the state cannabis tax on retail sales increasing form 15% to 19% on July 1, 2025. Assembly Bill 564 would have prevented this increase from going into effect until the 2030-2031 fiscal year, but is is still pending in the Senate and the tax increase has gone into effect for now. The business owners requested City Council to consider reducing the City rate. Staff is seeking Council direction on whether to prepare a formal resolution to reduce the cannabis tax rate or other fees, and if so, by how much. Council should weigh the potential economic benefits for local businesses against the financial impact on community grants, infrastructure, and public services supported by these funds.

Requested Action / Suggested Motions: Pass a Motion to either: 1) Direct staff to bring back a resolution reducing Cannabis Business and Professions Tax rate and if so, by how much, and/or to reduce or eliminate Public Safety Mitigation Fee; or 2) Take no action in regard to Cannabis Business and Professions Tax rate and other fees.

Responsible Staff Member: Olga Tikhomirova, Director of Finance, Joseph Irvin, City Manager, and Heather Stroud, City Attorney

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

01-Staff Report - Cannabis Tax Rate Discussion.docx
02-Attachment A Letter to City Council- lowering local cannabis tax.pdf
03-Attachment B - Cannabis Tax Rates Chart 2025.docx

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

Meeting Date: September 9, 2025

Title: Cannabis Tax Rate Discussion

Location: Citywide

Responsible Staff Members: Olga Tikhomirova, Director of Finance, Heather Stroud, City Attorney, and Joseph Irvin, City Manager

Background: In November 2022, South Lake Tahoe voters approved Measure G, a ballot initiative that replaced the Community Benefit Fee with the Cannabis Business and Professions Tax. This measure also replaced the existing Business and Professions Tax for cannabis businesses collected under Article II of Chapter 3.35 of Title 3 of the South Lake Tahoe City Code.

The cannabis tax adopted by voters was set at the same rate as the Community Benefit Fee outlined in development agreements at the time:

- 6% of gross receipts on retail, distribution, and manufacturing
- $20 per square foot of canopy for cultivation

Currently, The City collects approximately $900,000 annually in cannabis tax revenue from four licensed businesses. In addition to the 6% cannabis tax, businesses are responsible for:

- Public Safety Mitigation Fee: $18,750 or $26,250 (if cultivation is involved)
- Public Safety License Fee: $1,190 annually per business

These revenues help fund one dedicated police officer overseeing cannabis regulatory compliance.

Under the Cannabis Community Benefit Fee Revenue Allocation Policy (adopted in May 2021), up to 50% of the previous year's revenue is allocated annually to a grant program for local schools, nonprofits, and public agencies for 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 Council has consistently allocated $400,000 annually to this grant program over the past four years. Remaining funds have supported Capital Improvement Program (CIP) projects, aligned with City priorities such as recreation, economic development, environmental sustainability, and resident services.

This item was initially on the agenda for June 17, but was returned to staff for placement on the September 9 meeting agenda at the request of the cannabis businesses.

Issue and Discussion: In February 2025, the City Manager, City Attorney, and Finance Director met with local cannabis business representatives to discuss economic conditions and tax rate feasibility. Three of the four licensed cannabis businesses expressed concern that South Lake Tahoe's 6% tax rate is higher than neighboring jurisdictions, potentially placing them at a competitive disadvantage. The businesses also expressed concern about the state cannabis tax on retail sales increasing from 15% to 19% on July 1, 2025. Assembly Bill 564 would have prevented this increase from going into effect until the 2030-2031 fiscal year, but it is still pending in the Senate and the tax increase has gone into effect for now.

One of the businesses submitted a formal request (Attachment A, dated February 12, 2025) asking the City to reduce the retail cannabis tax rate to 1%.

Under Measure G:

- 6% is the maximum rate allowable.
- City Council may lower the rate by resolution without voter approval.
- Increasing the rate would require voter approval.

Staff is seeking Council direction on whether to prepare a formal resolution to reduce the cannabis tax rate or other fees, and if so, by how much.

To assist in this decision, below is the FY 2023-2024 financial summary of the Cannabis Program Fund. This summary outlines how revenue from this fund is currently being used and highlights the critical programs and projects it supports. Understanding the current allocations and importance of this funding is essential, as any reduction in revenue could significantly impact the City's ability to continue supporting these efforts.

Revenues – Total: $1,046,343

- $892,766 - Cannabis Business & Professions Tax (6%)
- $82,500 - Public Safety Mitigation Fee
- $5,060 - Public Safety License Fee
- $4,527 - Penalties and Interest
- $61,490 - Interest on fund balance

Expenditures – Total: $1,619,233

- $234,753 – Cannabis Program Police Officer
- $409,480 - Cannabis Community Grant Program
- $25,000 - Transfer to General Fund (project-related)
- $950,000 – Transfers to Capital Improvement Projects:
    - $95,343 - Bijou Park Creek project
    - $50,000 - James-Eloise Drainage project
    - $204,657 - Bijou Park Connector project
    - $250,000 - Pioneer Trail Safety project
    - $150,000 - Sustainability projects
    - $200,000 - Housing Rental Assistance program

For FY 2024-2025, the budget expenditures include:

- $400,000 - Cannabis Grant program
- $100,000 – Transfer out for Grant-writing services
- $350,000 – Transfer out to CIP projects
- $60,000 – Transfer out to Explore Tahoe Transit Center for maintenance
- Police Officer staffing costs

The Cannabis Fund balance is projected at approximately $900,000 by 2024-2025 fiscal year-end.

A reduction in the cannabis tax rate would lower annual revenues and could reduce funding for cannabis community grant program, capital improvement projects and City services funded by the Cannabis Fund. Estimated annual revenue impacts by rate reduction are:

New Rate	Revenue Loss	New Total Revenue
5%	$150,000	$750,000
4%	$300,000	$600,000
3%	$450,000	$450,000
2%	$600,000	$300,000

South Lake Tahoe's 6% rate is higher than nearby jurisdictions but not the highest in California:

- El Dorado County: 4% (authorized up to 10%)
- Placerville: 5%
- Grass Valley: 4% (authorized up to 8%)

See Attachment B for a comparison of other jurisdictional rates.

Staff Recommendation:

Staff requests City Council direction on whether to prepare a resolution to reduce the cannabis tax rate and/or other fees and, if so, by how much.

Financial Implications: Any reduction to the cannabis retail tax rate will result in an estimated $150,000 loss per 1% decrease in revenue. Council should weigh the potential economic benefits for local businesses against the financial impact on community grants, infrastructure, and public services supported by these funds.

While staff understand the financial challenges faced by the cannabis industry, it is also important to note that one of the businesses requesting a tax reduction has a history of frequent and significant delinquencies in its tax payments to the City. Although the business appears to be making efforts to catch up on its outstanding balance, this pattern of noncompliance raises concerns about the fiscal reliability of this revenue stream. For this reason, staff recommends that any consideration of a tax rate reduction be contingent upon all cannabis businesses becoming current on their tax obligations to the City. This

approach helps preserve the stability of the Cannabis Program Fund and ensures continued support for essential City programs and services.

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

Policy Implications: This action advances Action Item 4.5 (evaluate cannabis tax and mitigation fee structure) in Priority 4 (Grow and Diversify the Economy).

02/12/2025

Dear Honorable Members of the South Lake Tahoe City Council,

As longtime members of the South Lake Tahoe community and operators of Cannablue dispensary, we are deeply concerned about the impact of the upcoming cannabis tax increase. With the state cannabis excise tax set to increase by 26.67% (from 15% to 19%) on July 1st, cannabis consumers will be paying 51.88% more in taxes than they did in 2020 when our business first opened.

This increase threatens the economic stability of local cannabis businesses and the livelihoods of those we employ. Without action, we are already seeing customers weigh their options and choose to shop in neighboring cities or turn to the illicit market- leading to lower city tax revenues and threatening the stability of our business, which we have worked tirelessly to grow.

The Economic Impact of Higher Taxes

Higher Prices Lead to Lower Demand

- When cannabis prices increase, sales volume declines—a well-documented trend in both legal and illicit markets.
- Consumers faced with a sharp price increase will seek more affordable alternatives.

Shift to the Illicit Market and Out-of-Town Dispensaries

- The illicit cannabis market continues to thrive in California due to high taxes.
- South Lake Tahoe customers will increasingly shop in Meyers or Nevada, where cannabis taxes are significantly lower.

Dangers of the Illicit Cannabis Market

Unlike licensed dispensaries, cannabis from the illicit market is unregulated and poses serious risks to consumers. Reports show that illicit cannabis products may contain:

- Heavy metals like lead, which can cause neurological damage.
- Glass and other foreign materials can be added to increase weight and deceive buyers.
- Fungus and bacteria that pose risks to immunocompromised individuals.

- Dangerous substances such as PCP, heroin, LSD, methamphetamine, ketamine, and cocaine, putting unsuspecting users at significant risk.

This mirrors the dangers seen during alcohol prohibition, where unregulated liquor led to widespread contamination. Just as legalizing alcohol restored safety, maintaining a competitive and legal cannabis market is crucial for protecting consumers.

The Financial Strain on Local Businesses

Lower Basket Sizes and Reduced Customer Spending

- A 37.18% total tax rate (July 2025) will discourage bulk purchases, reducing revenue per transaction.
- We've already seen a decline in larger purchases, with customers scaling back to smaller transactions or traveling elsewhere to stock up and buy in bulk.

Price Sensitivity: Tourists vs. Locals

- Tourists compare our tax rates to those in their home cities, and South Lake Tahoe's rates are often significantly higher, discouraging purchases.
- Locals, who shop regularly, are price-sensitive and more likely to shift to the illicit market or shop in cities with lower taxes.
- South Lake Tahoe depends on both tourists and locals, but the burden will fall heaviest on our local, repeat customers.

Promotions and Absorbing Costs Are Not Sustainable

- To compete, we may be forced to reduce profit margins and offer more promotions.
- Due to 280E tax restrictions, we cannot deduct normal business expenses like other industries, making it financially unsustainable to absorb these tax increases.

A Realistic Solution: Lowering the Local Cannabis Tax from 6% to 1%

We can't control the upcoming state excise tax increase, but our City Council does have the power to reduce the local cannabis tax. By lowering it from 6% to 1% starting July 1st, we can:

- Prevent the cannabis tax rate from rising from 32.56% to 37.18%—instead, it would be lowered to 30.71%.
- Make South Lake Tahoe 1.55% more competitive than Meyers, helping retain local customers.

- Reduce the final cost of a $100 purchase from $137.18 to $130.71, making our local dispensaries more attractive to consumers.
- Keep tax revenue in our community rather than losing it to Nevada, Meyers or the illicit market.

Without action, South Lake Tahoe's legal cannabis industry will suffer. More customers will turn to Nevada or the illicit market, reducing city tax revenues, jeopardizing consumer safety, and potentially causing job losses in our local community.

We urge the City Council to act before the July 1, 2025 increase takes effect. This decision to lower the local tax to 1% is not just about protecting our cannabis businesses—it is about economic stability, job retention, consumer safety, and fair competition in South Lake Tahoe.

We greatly appreciate your time and consideration. Please do not hesitate to reach out if you would like to discuss any of this further.

Alex Gosselin
Owner, Cannablue Dispensary
goose@cannablue.com
(530) 420-7333

Jess Carlson
Chief Executive Officer, Cannablue Dispensary
Jessica@cannablue.com
(530) 318-7799

LOCAL TAXES FOR CANNABIS RETAIL BUSINESSES AS OF 8/15/25

City/County	Local Tax
El Dorado County	4% of Gross Receipts Delivery only 4% of Gross Receipts Minimum to Maximum approved: 4% to 10% of Gross Receipts Delivery only 0.5% to 10% of Gross Receipts
Placerville	5% of Gross Receipts
Grass Valley	4% of Gross Receipts Maximum 8% of Gross Receipts Additional tax added to high-potency (1%) and sweetened canned beverages (20%)
Nevada City	4% of Gross Receipts Maximum 8% of Gross Receipts
Sacramento	4% of Gross Receipts
San Jose	10% of Gross Receipts
San Francisco (City)	First $1,000,000 exempt 2.5% for $1,500,000 over exempted amount 5% for over the $1,500,000
Sonoma County	3% of Gross Receipts

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 25

Agenda Item: Grant Applications to Tahoe Regional Planning Agency for Tahoe Metropolitan Planning Organization (TMPO) 2025 Regional Grant Program for Complete Streets Projects

Executive Summary: The Tahoe Regional Planning Agency, acting as the Tahoe Metropolitan Planning Organization (TMPO) announced the 2025 Regional Grant Program for projects on August 1, 2025, which estimated at $11,000,000 for federal fiscal years 2027 and 2028. Grant applications are due September 15, 2025. Staff is considering applying for up to two (2) projects including Stateline Complete Streets Project and Johnson Boulevard Complete Streets Project. This action will authorize staff to finalize the grant applications and the required matching funds to apply for these grants by the due date.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Public Works Director, or designee, to submit grant application(s) to the TMPO for federal fiscal years 2027 and 2028 for one or both of the following: (1) Stateline Complete Streets Project Design, Engineering, and Environmental Review ($2,700,000 grant requested with $309,690 local match); and/or (2) Johnson Boulevard Complete Streets Project Design, Engineering, and Environmental Review ($2,400,000 grant requested with $275,280 local match).

Responsible Staff Member: Emily Dougherty, Associate Transportation Planner, and John Dickinson, Interim Public Works Director

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

Attachments:

01_SR_Authorization to Apply to RGP.docx
02- Resolution.docx
03_PPT Authorization to Apply to RGP.pptx
04-2025 July Letter to City Council re Greenway UTR Bridge Johnson Mdw-final.pdf
05- TTD Letter

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

Meeting Date: September 9, 2025

Title: Authorization of Grant Applications for Tahoe Metropolitan Planning Organization (TMPO) 2025 Regional Grant Program RGP) for up to two (2) Complete Streets Projects.

Location:
1. Stateline Area: Generally, the area from U.S. Highway 50 north to Lakeshore Boulevard, bounded by Park Avenue to the west and Stateline Avenue to the east
2. Johnson Boulevard: From Al Tahoe to the (south) and U.S. Highway 50 to the north

Responsible Staff Member:
Emily Dougherty, Associate Transportation Planner, 530-542-6070
John Dickinson, Interim Public Works Director, 530-307-2652

Background: On August 1, 2025, TRPA, announced, in its capacity as the Tahoe Metropolitan Planning Organization (TMPO), the 2025 Regional Grant Program (RGP) Call for Projects estimated at $11 million for federal fiscal years 2027 & 2028. Project sponsors are invited to submit applications requesting funding for transportation projects and programs in the Tahoe Region. The application deadline is Monday, September 15, 2025 by 5pm.

The RGP supports the implementation of regional and local transportation priorities along with the Connections 2050: Regional Transportation Plan and vehicle miles traveled threshold. The overall goal of this program is to fund priority projects that create additional transportation options, connect transit and trails to make traveling easier and more sustainable, improve safety and reduce vehicle miles traveled. The number of projects that will be funded is dependent on three factors: 1) funding availability; 2) application ranking; and 3) the Performance Assessment Score of the proposed project.

This RGP includes the categories of Congestion Mitigation and Air Quality (CMAQ), Surface Transportation Block Grant (STBG), Carbon Reduction Program (CRP) and Nevada Transportation Alternatives Program (NV TAP). The funding will support all phases of project implementation including Design, Preliminary Engineering, Right of Way, and Construction.

The RGP is administered by the Tahoe Regional Planning Agency as the TMPO, allocating funds to transportation projects that support regional transportation goals through a competitive process. The TMPO will notify the successful applicants by October 31, 2025.

Issue and Discussion: Public Works Department and City Manager's Office Staff have identified two (2) projects in the City's Capital Improvement Program that could be funded through the RGP. The following table shows the two projects, funding category, phase of the project, and expected matching funding requirements. The project applications require an 11.47% local match.

Regional Grant Program – Call for Projects				
CITY OF SOUTH LAKE TAHOE PROPOSED GRANT REQUESTS				
Fund Source	**CIP Project**	**Project Phase**	**2027/2028 Request**	**11.47% Local Match**
Congestion Mitigation and Air Quality (CMAQ) - $3M Available	Stateline Complete Streets	PS&E, 100% Design, Environmental Documentation	$2,700,000	$309,690
Surface Transportation Block Grant (STBG) - $4.5M Available for CA, $2.5M Available for NV	Johnson Complete Street	PS&E, 100% Design, Environmental Documentation	$2,400,000	$275,280

Attached is a letter from the Bicycle Advisory Committee (BAC) providing a request to City Council to direct City staff to not apply for the Regional Grant Program (RFP) in an effort to support the South Tahoe Greenway-Upper Truckee Bridge at Johnson Meadow Project. City staff is requesting to apply for this grant opportunity for the CIP projects listed above as this grant program is one of limited opportunities that would fund all phases of project development and support the City's Strategic Priority of implementing Complete Streets Projects within the City limits. This decision is at City Council discretion.

One requirement of the grant application is to provide a letter of support for each project. The City has requested a letter from the Lakeside Park Association for the Stateline Avenue Complete Streets Project, and from South Tahoe Public Utility District for the Johnson Boulevard Complete Streets Project. Included in your Agenda Packet is a request from the Tahe Transportation District (TTD) to provide a Letter of Support for their Congestion Mitigation and Air Quality (CMAQ) Free-to-User Transit Program grant application under the 2025 Regional Grant Program (RGP). Staff is looking for direction on providing this letter to TTD with respect to the decision of whether or not to apply for the grant opportunity for City projects.

Financial Implications: Federal transportation grant funding (CMAQ and STBG) requires an 11.47% local match. Therefore, for each dollar expended on a project funded by RGP Grant will be reimbursed at 0.8853 dollars (approximately 88.53 cents for each dollar expended). Local funding must pay the remaining 11.47 cents of each dollar of expended grant funding.

If grant applications are authorized for both projects submitted, the expected local match for each fiscal year will be as follows:

- Stateline Complete Streets Project: $309, 690
- Johnson Boulevard Complete Streets: $275, 280

Environmental Considerations: The appropriation of funds for the above-mentioned projects is not approval of a project requiring review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15352 (because this decision does not commit the City to a definite course of action in regard to any project) and 15378(b)(4) (creation of government funding mechanisms or other government fiscal activities) or Federal Environmental Protection Act (NEPA) requirements. Each project will require a federal environmental clearance prior to construction.

Policy Implications: Applying through the TMPO Regional Grant Program will allow the City to move forward with the implementation of the Capital Improvement Program and the implantation of Strategic Priority 5.6 – Prioritize the implementation of Complete Streets.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Authorization of Grant Applications for Tahoe Metropolitan Planning Organization (TMPO) 2025 Regional Grant Program for up to Two (2) Complete Streets Projects.

BACKGROUND

A. On August 1, 2025, the Tahoe Metropolitan Planning Organization (TMPO) announced the 2025 Regional Grant Program (RGP) Call for Projects estimated at $11 million for federal fiscal years 2027 & 2028.

B. Project sponsors are invited to submit applications requesting funding for transportation projects and programs in the Tahoe Region. The application deadline is September 15, 2025 at 5:00pm.

C. The grant program is administered by the Tahoe Regional Planning Agency as the TMPO, allocating funds to transportation projects that support regional transportation goals through a competitive process.

D. The Public Works Department and City Manager's Office staff have identified two (2) projects in the City's Capital Improvement Program that qualify for funding through the RGP.

E. The grant program requires an 11.47% local match for each grant application.

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

1. Authorizes the Director of Public Works to submit Regional Grant Program, Cycle 6 applications to acquire Surface Transportation Block Grant (STBG) and Congestion Mitigation Air Quality (CMAQ) grant funding for the one or both of the following projects:

    a. Johnson Blvd Complete Streets Project, and/or;

    b. Stateline Complete Streets Project

2. Commit to funding 11.47% federal transportation grant local match requirement.

Adopted by the City of South Lake Tahoe City Council on September 9, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

City Council
September 9, 2025

Requesting Authorization to Apply for the 2025 TRPA Regional Grant Program

CITY OF
SOUTH LAKE TAHOE

TRPA Regional Grant Program (RGP)

RGP focus is to fund projects that create additional transportation options, connect transit and trails to make traveling easier and more sustainable, improve safety and reduce VMTs.

Estimated total funding available for fiscal years 2027 & 2028 = $11,476,000 (CA & NV)

- Congestion Mitigation and Air Quality - $3 million
- Surface Transportation Block Grant - $4.5 million (CA)
- Carbon Reduction Program - $300,000

Eligible Project Phases:

- Design & Preliminary Engineering
- Right of Way
- Environmental Clearance
- Construction

CITY OF SOUTH LAKE TAHOE

Johnson Boulevard Complete Street Project

Current Allocated Funding: $200,000

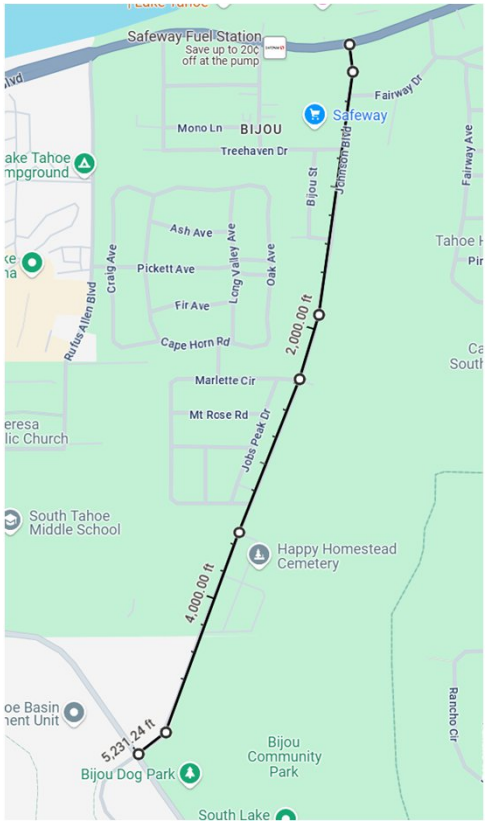
Johnson Boulevard from Highway 50 to Al Tahoe Boulevard: 5,231.24 feet

Regional Transportation Plan estimate = $14,260,000

Recommended request for RGP = $2,400,000 ($275,280 City Match)

If awarded, this money would be used for:

- Design & Preliminary Engineering
- Right of Way
- Environmental



Stateline Complete Streets Project

Current Funding Allocated:

- General Fund: $252, 829
- Caltrans Sustainable Transportation Planning Grant: $289,00

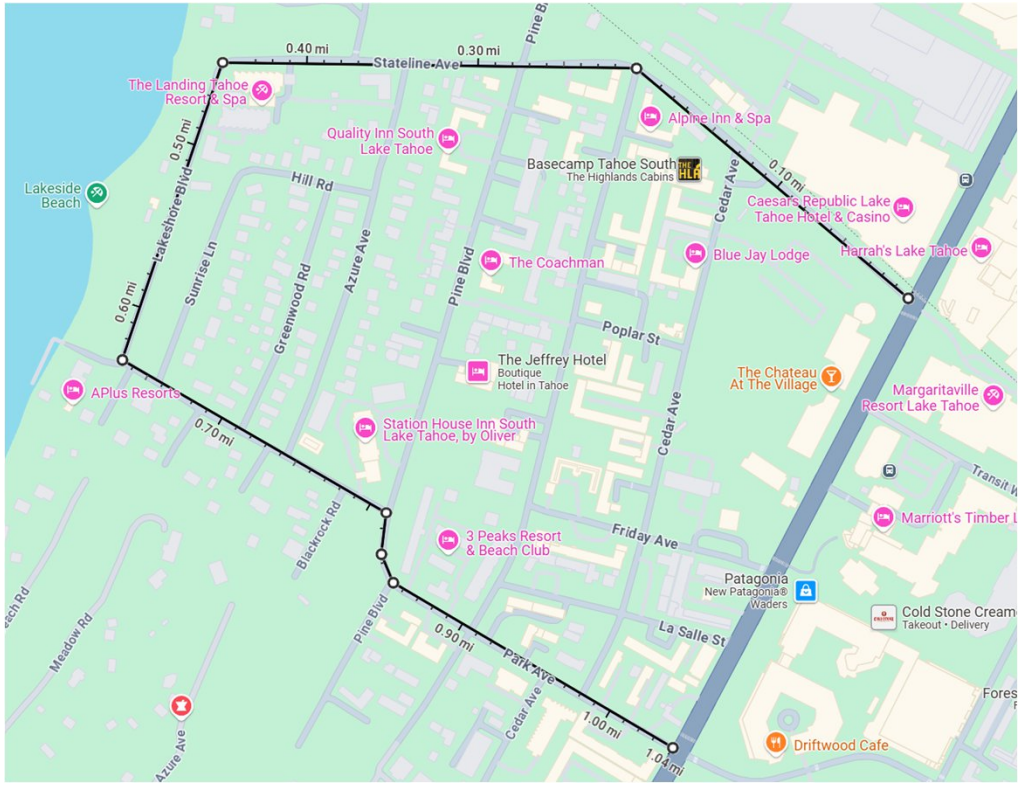
Stateline Avenue, Lakeshore Blvd, Park Ave: 1.04 Mile (5,491.2 feet)

Regional Transportation Plan estimate = $14,892,160

Recommended request for RGP = $2,700,000 ($309,690 City Match)

If awarded, this money would be used for: Design

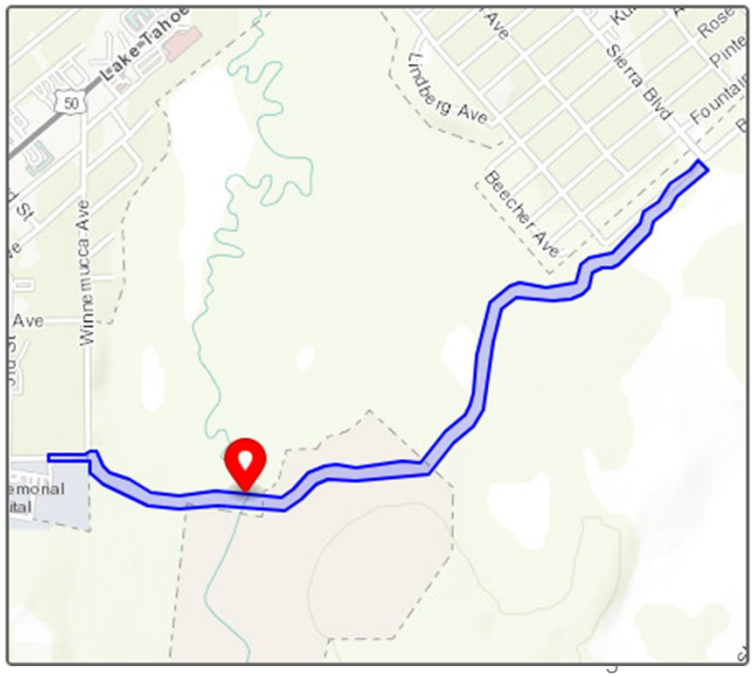
- Design & Preliminary Engineering
- Right of Way
- Environmental



Bicycle Advisory Committee Request

South Tahoe Greenway – Upper Truckee Bridge at Johnson Meadow Project

The Project aims to construct approximately 1.2 miles of a Class 1 shared use path and replacing a heavily trafficked bridge over the Upper Truckee River damaged by the 2017 winter storms. The Project will provide active transportation users a critical link to Barton Hospital from the west and the Tahoe Sierra neighborhood and the Lake Tahoe Community College to the east.



Grant Applications Due September 15, 2025

City Staff is requesting authorization to apply for one or both projects:

- Stateline Avenue: $2.7 Million in the Congestion Mitigation and Air Quality Category
- Johnson Boulevard: $2.4 Million in the Surface Transportation Block Grant Category

The RGP recognizes local and regionally significant projects. The number of projects funded is dependent on three key factors:

1) funding availability
2) application rank
3) the Performance Assessment Score

The Performance Assessment is used to illustrate the proposed project contribution to the regional goals and implementation priorities. It is intended to elevate projects that can reduce the reliance on vehicles, improve safety, close gaps in the active transportation network, and support implementation of regional and local priorities.

CITY OF SOUTH LAKE TAHOE

QUESTIONS?

CITY OF
SOUTH LAKE TAHOE

Bicycle Advisory Committee (BAC), of the
South Lake Tahoe Recreation Facilities
Joint Powers Authority (JPA)
Advisory Committee members:
Peter Fink, David Reichel, Paul Amato
Russ Dahler, Charles Nelson, Nick Speal, and Lindsey Fransen

July 14, 2025

Members of the South Lake Tahoe City Council:

In summary, **we are writing to ask you to please direct staff to prioritize El Dorado County's Upper Truckee Bridge project over other City projects in the upcoming Tahoe Regional Planning Agency (TRPA) Regional Grant Program (RPG) application.**

At the July 2 meeting of the Bicycle Advisory Committee (BAC), we received a presentation from the TRPA about their upcoming 2025 RPG. The RPG is an opportunity for local jurisdictions to apply for funding to implement active transportation projects around the Lake Tahoe Basin. It is our understanding that on August 12, 2025, the City Council will be asked to provide direction to the Public Works Department to apply for RPG funds and to authorize the required local matching funds.

The BAC unanimously voted the South Tahoe Greenway-Upper Truckee Bridge at Johnson Meadow Project as the most important project in need of funding in the South Shore region. This project is "shovel ready" and only needs funding before it can be constructed. It replaces the bridge that washed away in 2017, directly benefiting City residents by restoring the trail connection between the City's Barton Hospital and "Y Intersection" neighborhoods with the City's Sierra Tract along the Dennis T. Machida Memorial Greenway. This project is an integral part of the proposed bicycle trail network in South Lake Tahoe and will provide tremendous benefit to the residents and visitors of our area.

While we are supportive of many of the active transportation projects in the City's backlog, none are as critical as the South Tahoe Greenway-Upper Truckee Bridge at Johnson Meadow Project. And none are "shovel ready" to construct. The BAC believes it would be preferable to concentrate funding towards this project rather than attempt to split the limited funding across lower priority projects and multiple jurisdictions.

While we encourage the City to seek funding for one or more of its priority projects, we ask that the Director of Public Works be directed to include a statement in the City's grant application stating TRPA should prioritize the Upper Truckee Bridge project for funding before the City's projects.

Thank you,

Peter Fink, Chair

Cc: Public Works Director, City Manager, City Clerk

CITY OF
SOUTH LAKE TAHOE

Judy Weber
Tahoe Regional Planning Agency
P.O. Box 5310
Stateline, NV 89449

September 9th, 2025

RE: Support for 2025 Regional Grant Program (RGP) Application

Dear Ms. Judy Weber:

On behalf of City of South Lake Tahoe, I would like to express my support for the Tahoe Transportation District's (TTD's) Congestion Mitigation and Air Quality (CMAQ) Free-to-User Transit Program grant application under the 2025 Regional Grant Program (RGP).

TTD's CMAQ request for continued funding of the Free-to-User Transit Program supports efforts to provide free transit and equitable access for all transit users within the City of South Lake Tahoe. This CMAQ grant would enable TTD to continue to provide fare free service to all passengers on Route 50 and 55 regardless of trip purpose. The Free-to-User program provides equitable access by removing potential barriers to transit use related to trip cost or payment method. This program focuses on Routes 50, 55, and paratransit which serve the main corridors and destinations in the urbanized portions of the South Lake Tahoe within California. By supporting fare free public transit with the intent of increasing ridership along the U.S. highway 50 corridor, this grant would encourage transit use to reduce vehicle greenhouse gas emissions, reduce traffic congestions and support sustainable regional transit options within the Lake Tahoe basin.

Please feel free to contact me if you have any questions regarding City of South Lake Tahoe support for the CMAQ grant application for TTD's Free-to-User Transit Program.

Sincerely,

Joe Irvin

City manager

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 26

Agenda Item: Mid-Town Area Plan Policy Review and Design Standards Discussion

Executive Summary: Based on outreach conducted during the past year, staff and consultants have prepared draft policy language, development standards, and design standards for the Mid-Town area. City Council is being asked to provide feedback and direction to staff regarding the Mid-Town Area Plan, ensuring policy language supports the desired direction for the area and that policies are carried through in development and design standards before beginning environmental review.

Requested Action / Suggested Motions: Pass a Motion providing direction to staff on the contents of the draft Mid-Town Area Plan on the following topics: (1) increasing maximum density of residential development; (2) increasing height limit to 56 feet; (3) modifying parking requirements and establishing exceptions to minimum parking requirements; (4) confirming priorities, design standards, and changes to the permissible land use list for the six proposed districts; and (5) confirming the proposed implementation strategies.

Responsible Staff Member: Anna Kashuba, Senior Planner

Reviewed and Approved By: John Hitchcock, Planning Manager Zachary Thomas, Director of Development Services Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

- 01 - Staff Report - Mid-Town Area Plan.docx
- 02 - Mid-Town Area Plan Boundary.pdf
- 03 - Outreach Summary and Appendices.pdf
- 04 - Mid-Town Policy Direction.docx
- 05 - Mid-Town Districts Summary.pdf
- 06 - Implementation Strategies.docx
- 07-Mid-Town Powerpoint CC.pptx

City of South Lake Tahoe
Report to City Council

Meeting Date: September 9, 2025

Title: Mid-Town Area Plan Policy Review and Design Standards Discussion

Location: Mid-Town (boundary map included as attachment 02)

Responsible Staff Member: Anna Kashuba, Senior Planner

Background: Development of the Mid-Town Area Plan is a priority of the City Council per Strategic Priority 1, Action Item 1.2 of the City's 2023-2028 Strategic Plan and Priority 4.7 of the 2025-2030 Strategic Plan. The planning process for the Mid-Town Area Plan was initiated on May 7, 2024, when Council received a presentation on the plan's development timeline, priority topics, and outreach approach. On June 4, 2024, a professional services agreement was entered into with Design Workshop, which assisted City staff in outreach and drafting of the document. On September 10, 2024, the City Council discussed priority topics for the plan, which included implementation strategies, mixed-use redevelopment, recreation assets, arts and culture, transportation, and housing.

Issue and Discussion: Since outreach started in August of 2024, staff has gathered a comprehensive picture of what the community appreciates about Mid-Town, as well as where there is room for improvement. The first phase of outreach was conducted from August through November 2024, with staff taking the following months to develop the plan and design guidelines. Phase two of outreach is now ending, with draft concepts having been presented at a community open house (April 8, 2025) as well as to the City of South Lake Tahoe Planning Commission and the Tahoe Regional Planning Agency's Regional Plan Committee. A summary of Phase 1 outreach activities, venues, and key takeaways is included in Attachment 03.

The City also participated in two adjacent efforts (not led by City staff or consultants) that brought further insight. This included participation in the Tahoe Chamber's South Shore Business Walk, where City staff and other Tahoe Chamber representatives conducted door-to-door outreach to local businesses. Survey questions were presented and discussed to gauge the health and needs of businesses and business owners. The City also participated in the National Association of Realtors' Transforming Neighborhoods Program. The South Tahoe Association of Realtors was awarded this professional assistance and chose to focus the process around the Mid-Town efforts. The Counselors of Real Estate Consulting Corps conducted an onsite assessment of the area and met with stakeholders independently of the City's outreach process. A report of analysis and recommendations for economic development and redevelopment strategies was provided to the City following this process. Reports from each activity are included in the outreach summary (attachment 03).

Plan priorities as identified by City Council at the September 10, 2024, meeting are included below:

- Incorporate an arts district; emphasize the area as an arts and culture center
- Implement policy and design standards that support all housing types

- Consider the unique needs of the many public service agencies within the plan area and how to concentrate services for efficiency
- Identify enhancements and gaps to work towards a safe and interconnected active transportation network
- Explore community demand/desire for enhancements to recreation assets
- Develop an implementation chapter that provide incentives and pathways for both private and public entities to achieve plan goals

From this outreach, staff and consultants have prepared draft policies and standards that are being presented today for review. Please see these points of discussion in the sections below and as referenced in the attachments. This is the City Council's opportunity to provide feedback on the Mid-Town Area Plan prior to viewing a complete draft at the time of adoption.

Policy Direction

Policies ensure that actions taken under the plan are consistent with and contribute to achieving the community goals and vision for the area. While policies are not directly enforceable, they inform development and design standards, which are enforceable. Additionally, projects that require discretionary permits, such as design review or special use, shall demonstrate consistency with policies. Staff would not recommend approval of a project that lacks consistency with the policies of the applicable plan. Attachment 04 contains draft policies for each section of the Mid-Town Area Plan. Each heading corresponds to a chapter of the plan, which is formatted in accordance with the City's General Plan. Staff will modify policies as necessary based on discussion.

Development and Design Standards

The Mid-Town Area Plan will establish development and design standards that projects and structures within the plan area must comply with. Major elements are described below to provide regulatory context, while more specific information is included for each district.

Density

The Tahoe Regional Planning Agency's (TRPA) Code of Ordinances currently limits market-rate multi-family residential densities to a maximum of 15 units per acre outside of the Town Center overlay, and a maximum of 25 units per acre within the Town Center overlay. Area plans may not implement density above these standards as contained in TRPA Code of Ordinances Chapter 13. Increased market rate density is an ongoing discussion with TRPA.

TRPA allows one exception to the maximum densities as stated above. Projects with residential units that are 100% deed-restricted to affordable, achievable, or moderate levels (as defined by TRPA) are allowed density beyond the maximums as stated above. The Mid-Town Area Plan will incorporate this exception.

The Mid-Town Area Plan will also explore implementing a combination of these density maximums, where the maximum density may be exceeded if the additional units are income-restricted.

Height

The maximum height is established by TRPA. A local jurisdiction may propose height standards that are within the TRPA limit of 56 feet within the Town Center overlay. Outside

of the Town Center, the maximum height is determined by the slope of the project area and the structure's roof pitch.

The Mid-Town Area Plan proposes a significant expansion to the Town Center overlay designation, allowing the Mid-Town Area Plan to set a maximum height of up to 56 feet in most areas. Staff is exploring variable heights throughout districts that result in overall greater height and development potential, while maintaining compatible height with adjacent uses.

Parking
Many stakeholders have emphasized the importance of shared parking throughout Mid-Town. The plan includes directions to explore how to make existing public parking more visible and accessible, as well as to identify new locations for public parking.

Because shared public parking is not available or sufficient in most areas, the plan will still require onsite parking. Parking standards, as outlined in the City Code, are being modified to accommodate a wider range of parking spaces. This number ranges from approximately 70% to 125% of that required by the City Code. Additional flexibility may be allowed through exceptions such as the following:

- The applicant provides a demand analysis demonstrating that a differing number of parking spaces is necessary or sufficient due to the use's nature, seasonality, or other unique element.
- The project includes alternative transportation methods such as shuttles for staff/patrons, incentives for nearby accommodations, car/bike share, or other means that reduce reliance on individual vehicles.
- The project area enters into a formal shared parking agreement with a secondary parcel, providing reasonable access and egress.
- Parking is managed and enforced by the property owner(s) through paid parking, time limits, a reservation system, valet service, or the like.

The Mid-Town Area Plan will also explore parking recommendations rather than standards for a limited number of uses. While developers may propose a desired number of spaces, the review authority (staff, Planning Commission, or the TRPA Governing Board) must still approve the proposed number as part of the discretionary permit approval process. Parking recommendations are provided for the following uses, taking into account factors such as capacity, existing nearby public parking, commuting methods of students and staff (college), the nature of service for residential uses, and unique projects within broader use categories.

- Nursing and personal care
- Residential care
- Amusement, recreation, & entertainment facilities
- Outdoor amusements
- Colleges
- Transit stations and terminals
- Beach recreation
- Outdoor recreation concessions
- Participant sports facilities
- Recreation centers

- Boat launching facilities
- Group facilities

District Summaries

Attachment 05 contains a fact sheet for each proposed district, identifying their unique considerations, community priorities, and suggested design standards. Such standards have been developed based on community outreach and staff expertise but are subject to change based on feedback received during further City Council input, public outreach and public hearings.

Implementation

The Area Plan will explore incentives and mechanisms, as discussed in Attachment 06, to spur the application of the plan in a timely manner. City Council may choose methods to include within the plan and serve as an implementation toolbox for future action. They will not become active alongside the adoption of the plan, however, as further analysis and City Council action may be required.

Environmental Analysis: Providing direction on the contents of the draft Mid-Town Area Plan is not approval of a project and does not require environmental review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15352(a) because this action does not commit the City to a definite course of action. Environmental review will be completed once the draft Mid-Town Area Plan is complete.

Financial Implications: Other than staff time, there are no financial implications of receiving this presentation. The possible financial impacts of the discussed implementation strategies will be analyzed in future studies, should the City Council direct staff to include them in the Mid-Town Area Plan.

Policy Implications: Preparing the Mid-Town Area Plan is consistent with the following General Plan policies:

Policy LU-1.2 Smart Growth: The City shall implement Smart Growth principles to create walkable, mixed-use centers, compact and complete neighborhoods, and enhanced gateways and places. Smart Growth Principles include:

- Creating a range of housing opportunities and choices
- Creating walkable neighborhoods
- Encouraging community and stakeholder collaboration
- Fostering distinctive, attractive communities with a strong sense of place
- Making development decisions predictable, fair, and cost-effective
- Providing a mix of land uses
- Preserving open space, natural beauty, and critical environmental areas
- Providing a variety of transportation choices
- Strengthening and directing development to existing communities
- Taking advantage of compact building design

Policy LU-2.2 Community Plan Preparation, Adoption, and Implementation: The City shall periodically update and implement the four Community Plans as a way to focus development commodities and revitalization efforts.

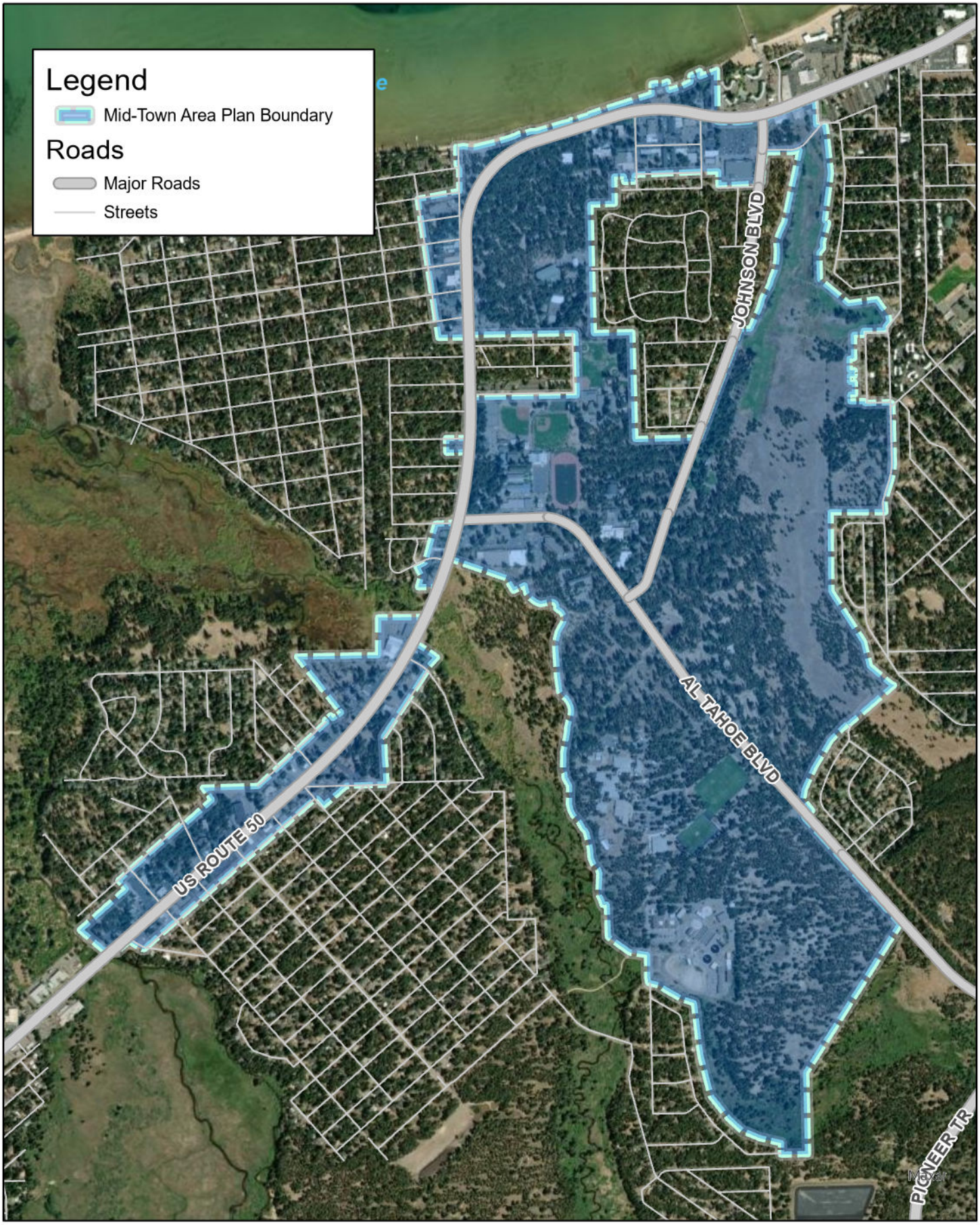
Policy LU-2.5 Bijou/Al Tahoe Community Plan Area: The City shall encourage the creation of a viable residential neighborhood with appropriate neighborhood amenities and compatible high-quality family-oriented recreation and public facilities, including government offices.

Policy LU-2.8 Community Plan Incentives: The City shall provide permit streamlining, commodity increases, coverage increases, and other similar incentives to encourage the implementation of General Plan goals and policies.

Policy LU-5.3 Commercial Center Enhancement: The City shall encourage the upgrade and/or expansion of existing commercial centers, including improvements to parking and landscaping areas; redesigns to accommodate bicycle, pedestrians, and transit facilities; and remodeling to include "green" technology and improve energy efficiency.

Policy LU-8.14 Art in Public Places: The City shall promote art in public places such as pedestrian areas, tourist accommodation areas, social gathering places, and commercial shopping centers in conformance with a Cultural Arts Master Plan.

Policy LU-11.2 Equal Public Participation: The City shall ensure that all community residents have meaningful opportunities to participate in the decision-making process.



Mid-Town Area Plan Boundary

City of South Lake Tahoe Mid-Town Area Plan

0 500 1,000 2,000 Feet

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Mid-Town Area Plan Outreach Summary

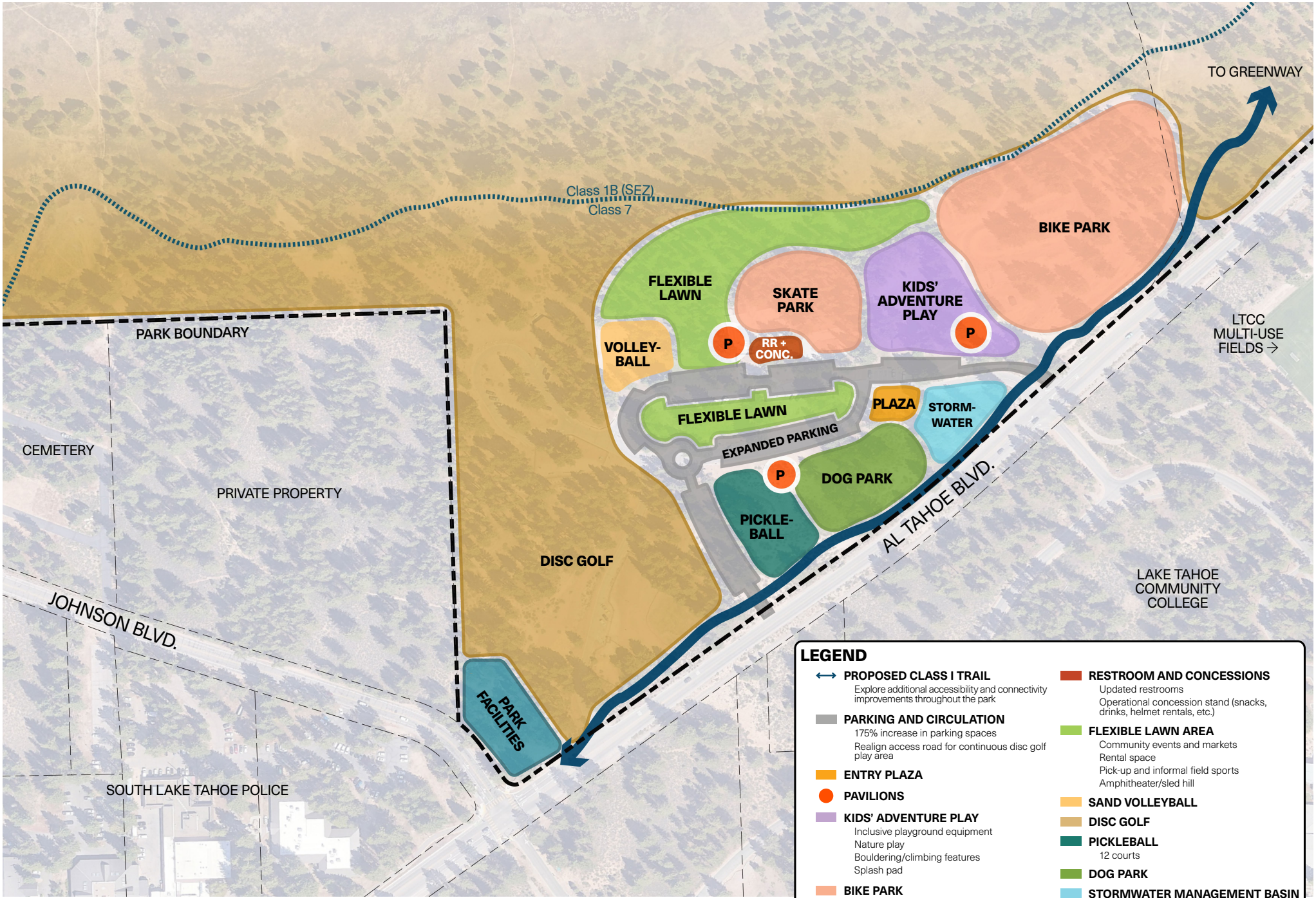
MEETING/EVENT	DATE	TARGETED POPULATION	LOCATION	OBJECTIVE/TAKEAWAYS
Bijou Stakeholder Charette	August 19 & 20, 2024	Individuals representing user groups of Bijou Community Park met to discuss and design alternative layouts and use options for the park. Participants included Boys' and Girls' Club, Tahoe Area Mountain Biking Association, South Tahoe Disc Golf Association, South Tahoe Parks Foundation, skate park users, and members from the Parks and Recreation Commission's Mid-Town Subcommittee.	CSLT Recreation Center	• Needs additional parking. • Uses are disjointed. • Lacking accessible features. • Potential for clubhouse relocation. • Desire for year-round activities.
CSLT Parks and Recreation Commission	August 21, 2024	This was an opportunity for the public and Parks and Recreation Commission to hear from staff regarding feedback received thus far on Bijou Park, Bijou golf course, and LTCC to address events, parking, and best uses in balance with open space and natural stream environment zones. The alternative design scenarios from the Bijou Stakeholder Charette were discussed, as well as alternative locations for golf course operations and club house.	City Council Chambers	• General support of the concepts shown in diagrams. • Emphasized the need for accessible/inclusive features. • New location needed for parks maintenance facility. • Diagrams shown in Appendix A.
Lake Tahoe Collaborative	September 9, 2024	Social Service providers in South Lake Tahoe: El Dorado County (Behavioral Health & Health and Human Services), Live Violence Free, Tahoe Coalition for the Homeless, Advance, Barton, St. Joseph Community Land Trust, Boys' and Girls' Club, Lake Tahoe Unified School District, and others.	South Lake Tahoe Library	• Emphasis on the importance of implementation. • Safety of children navigating the area. • Parking availability needs to keep pace with 56-acres improvements and access to beaches.
Lake Tahoe Community College Coyote Kickoff	September 13, 2024	City staff was present at LTCC's fall orientation to introduce students and their families to the Mid-Town Area Plan.	Lake Tahoe Community College	Awareness, build public interest

CSLT Multicultural Celebration	September 14, 2024	City staff was present at the City's Multicultural Celebration to introduce community members to the Mid-Town Area Plan.	Bijou Community Park	Awareness, build public interest
State of the City	September 17, 2024	Staff was present at the State of the City address to inform attendees about the plan and process.	Tahoe Beach Retreat	Awareness, build public interest
Open House 1	September 25, 2024	This was a public event that taught attendees what area plans are, provided existing conditions of the plan area, and allowed participants to provide feedback on their priorities and concerns for the area. Approximately 90 individuals attended.	SLT Senior Center	• Potential for high-density residential and mixed use throughout the plan area, and specifically the Tahoe Center. • People appreciate the area's convenience to local shops and services, ability to walk and bike most places, the small-town charm. • See Appendix B.
Open House 2	October 2, 2024	This open house was intended to reach South Lake Tahoe's Latino population who speak Spanish as their primary language. Topics included an introduction to area plans and their roles; group discussions on priority topics; and a written feedback activity. There were 8 attendees.	Family Resource Center	• Concerns about unaffordable commercial spaces. • More affordable housing for large families with more parking. • Concern over pedestrian/scooter conflicts. • Rec uses need to be activated at all times of the day and accommodate all ages/abilities. • See Appendix C.

Stakeholder Land Use Charette	October 22 & 23, 2024	Approximately 25 stakeholders who had previously participated were invited to explore alternative scenarios and potential trade-offs for Mid-Town. Participants were given tokens representing different land uses and were free to “develop” key areas as they saw fit.	CSLT Recreation Center	• Identified need for mixed-use with residential components. • Strong support for shared parking facilities. • Desire for more flexibility in allowed commercial uses.
CSLT Arts, Culture, and Tourism Commission	November 12, 2024	The Arts, Culture, and Tourism (ACT) Commission held a discussion on how the plan can support public art to highlight education, culture, conservation, and appreciation.	City Council Chambers	• Should highlight native species, Washoe culture, local artists, and the community's connection to the City of Ameca. • Art should inspire and have a lasting impression on viewers.
Open House 3	November 13, 2024	The third public open house in the outreach process was focused on strategies for implementation. Draft policies were presented for which participants could indicate their opinion (support, neutral, oppose). There were 15 participants.	South Lake Tahoe Library	• Overall support for redevelopment and mixed-use. • Support local businesses. • Create more opportunities for events/markets/fairs, third places. • Support for concentration of City services in 56-acres site but need a plan for vacated sites. • Strong support for improved bicycle connectivity.
Focused Stakeholder Meetings	August – November, 2024	In addition to the two stakeholder charettes as noted above, fourteen (14) stakeholder meetings have been held to discuss specific elements of the plan, such as recreation; housing; pedestrian and bicycle infrastructure; commercial development and business health; and arts and culture. Many meetings included a mix of individuals representing	Various locations and virtual	See Appendix B.

		different community organizations, while one on one meetings were held with specific stakeholders: Lake Tahoe Community College, El Dorado County, South Tahoe Public Utility District, Bicycle Advisory Commission, and the Lake Tahoe Historical Society.		
Transforming Neighborhoods: National Association of Realtors' Consulting Corps	July 2024	The Counselors of Real Estate Consulting Corps conducted a site visit and met with stakeholders independently of the City's outreach process. They created a report of analysis and recommendations for economic development and redevelopment strategies.	Various locations, South Tahoe Association of Realtors	See Appendix D.
Lake Tahoe Business Walk	October 2024	City staff participated in the Tahoe Chamber's South Shore Business Walk with other Tahoe Chamber representatives to conduct door to door outreach to local businesses. Survey questions were presented and discussed to gauge the health and needs of businesses and business owners.	Various locations	See Appendix E – note that results are from businesses across the Tahoe Basin.
Open House 4	April 8, 2025	At the final open house for the Mid-Town Area Plan participants reviewed some of the plan's content, such as specific goals for different areas and newly proposed bicycle and pedestrian improvements. The plan's vision statement and guiding principles were vetted by participants to ensure they reflect an accurate, shared community vision. There were 17 participants.	SLT Senior Center	Participants showed strong support for the vision statement and the many new connectivity improvements proposed. Emphasis was placed on the importance of year-round recreation opportunities.

Appendix A
Concepts from Bijou Charette



Concept A | BIJOU COMMUNITY PARK

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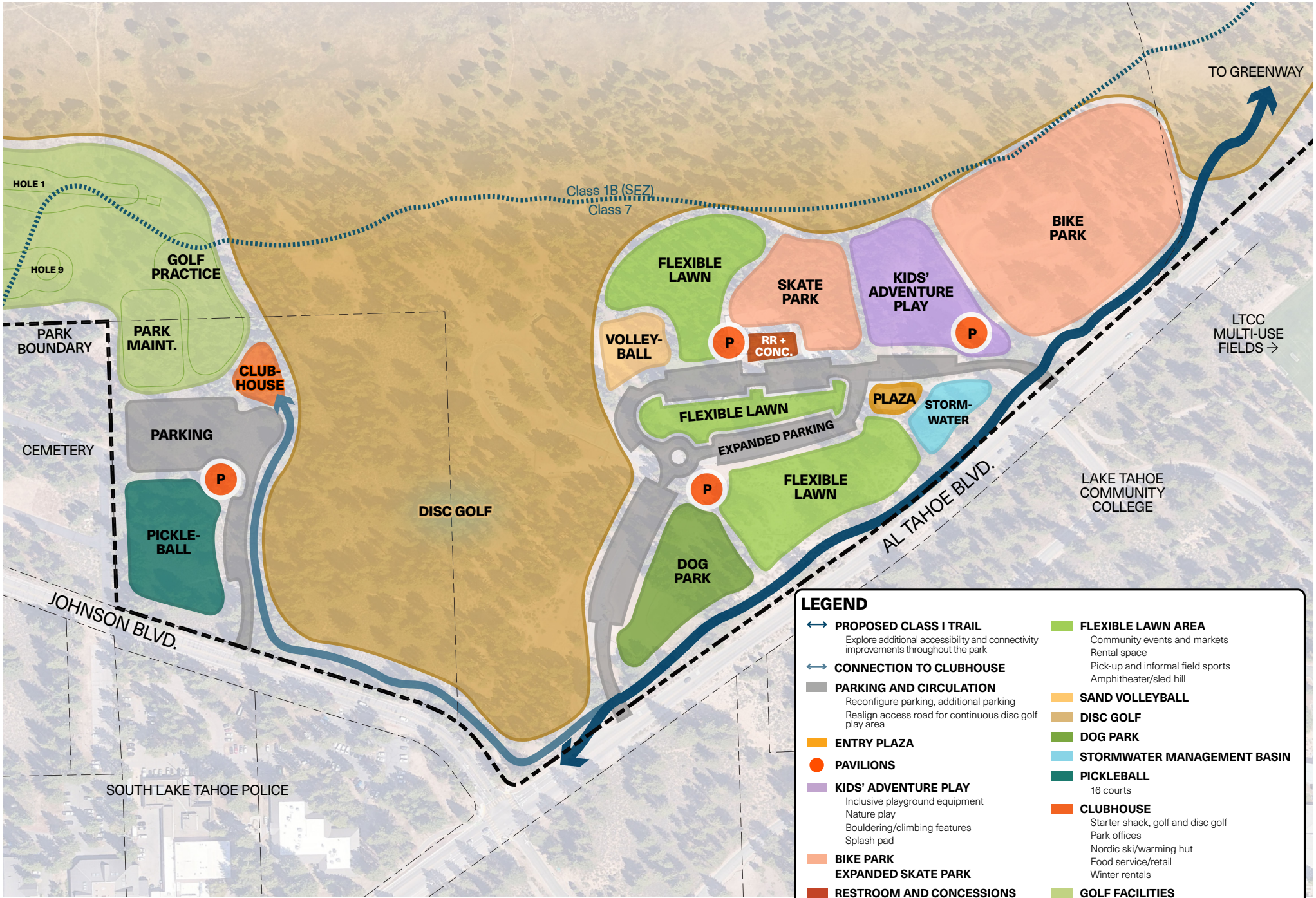
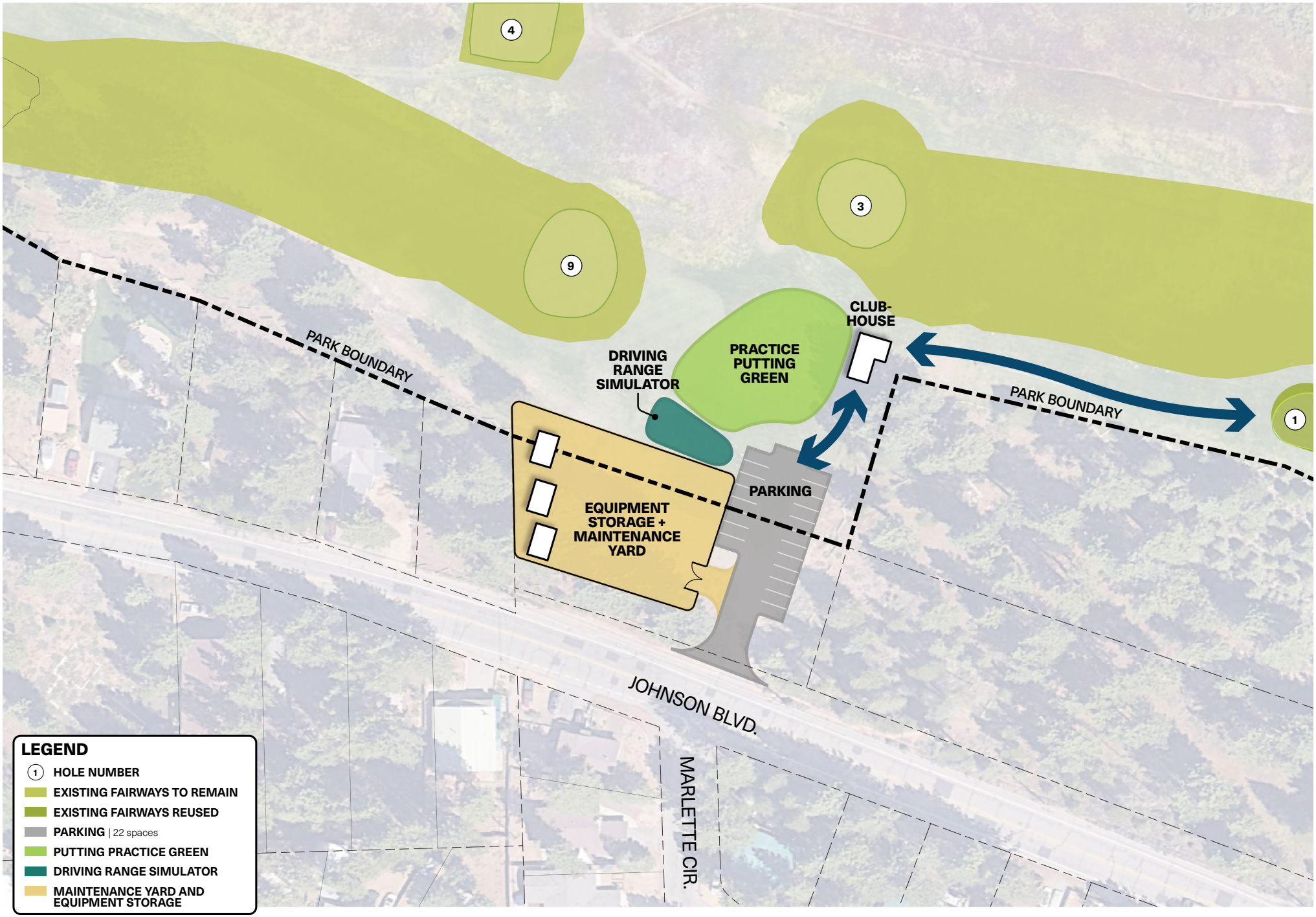
DESIGNWORKSHOP
November 2024



Concept B | BIJOU COMMUNITY PARK

DESIGNWORKSHOP
November 2024



Enlargement: Clubhouse at Marlette | BIJOU GOLF COURSE

N 0 20 40 80

DESIGNWORKSHOP
September 2024

Appendix B

Stakeholder Focus Groups and Open House 1 Summary

DESIGNWORKSHOP
Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic Design

PO Box 5666 / 128 Market Street
Suite 3E
Stateline, Nevada 89449
775.588.5929
designworkshop.com

MEMORANDUM

To: Anna Kashuba and John Hitchcock, City of South Lake Tahoe

From: Design Workshop

Date: 10/10/2024

Project Name: CSLT Mid-Town Area Plan

Project #: 7310

Subject: Stakeholder Focus Groups and Open House Summary

Copy To: N/A

Stakeholder Focus Group Meetings

To supplement broad community engagement as part of the Mid-town Area Plan, Design Workshop hosted a series of stakeholder listening sessions. These listening sessions took place during September and early October 2024.

The six focus group meetings included:

- Residential Development Stakeholder Group Meeting: September 5, 2024
- Priority Pedestrian & Bike Routes Stakeholder Group Meeting: September 5, 2024
- Harrison Avenue Stakeholder Group Meeting: September 6, 2024
- Fremont Avenue Stakeholder Group Meeting: September 18, 2024
- Sierra Avenue Stakeholder Group Meeting: September 24, 2024
- General Development Focus Group Meeting: October 1, 2024

The following memorandum summarizes the key themes and ideas that emerged during focus group meetings.

Land Use & Development

- The way the current land use code is written results in situations where staff may have to deny a good project because it does not meet all the code's requirements. Certain flexibility should be incorporated into the land use code that enables projects that are a net benefit the community to be approved.
- Regulatory red tape is preventing developers from investing in the area. The city should work to streamline processes between multiple agencies to add clarity and predictability to the development process and timeline. It should be made clear to developers what must be done during the entitlement process to get a project successfully approved.
- Property tax on projects has become a financial burden that limits the feasibility of a project. The city should consider development incentives such as not having to pay the property tax on the improvement value of your property for 10-15 years after development.
- The Mid-town area would be a great central hub for community events.

- There are no community spaces from Al Tahoe to the Hangar. The Mid-town area plan should work to provide "third spaces" that are not home or work locations where the community can gather for low or no cost.
- The land use code should be amended to provide flexibility in how developers address certain requirements, such as parking, affordable housing mitigation or environmental impacts. Right now, it's more advantageous to let properties rot because of the cost to redevelop.
- Consider accelerating review timelines or providing other benefits for green/sustainable building practices.
- Loosen restrictions on density and dimensional requirements to boost the financial viability of proposed projects.
- Enable the mixing of uses, particularly commercial and residential, within the Mid-town Area.

Housing

- Due to a lack of housing at affordable prices in the South Lake Tahoe area, the greatest need is to increase the availability of homes by permitting higher density housing, without sacrificing the space and autonomy that people seek out when living in the mountains.
- Common challenges that people face with housing in South Lake Tahoe are affordability, cleanliness and maintenance of units, and acceptance of pets. Consider incentives for development which address these issues.
- The city's demographic profile is bifurcated between the service/tourist industry workforce and retirees with often significant savings. A strong mix of housing and development types are needed to support the city's range of demographics.
- The high cost of living in South Lake Tahoe makes it difficult for many community members to advance toward home ownership. The city should avoid creating situations where people are lifelong renters and consider ways to make home ownership more attainable.
- Today, developers are focused on luxury development because there is a higher guarantee of success. Lessening restrictions for developers and giving them confidence that a project will move through permitting and construction would attract developers to pursue a wider variety of housing types.
- There is a need for deed-restricted housing to control resale prices, set eligibility requirements of buyers, and/or occupancy requirements, ensuring that housing intended for certain demographics remains available in the marketplace.
- The ski resorts employ a high number of exchange visitors who require seasonal housing. Developers should be encouraged to create workforce/seasonal housing units to provide appropriate housing for exchange visitors.

Property Vacancy and Turnover

- The Mid-town Area Plan could consider a different approach to blighted/vacant/over-covered properties which acknowledges that while a proposed development may not check every box, it is better than what exists from environmental, economic, and social perspectives (take the Sunray property, for example). Doing nothing with these properties is an impact in itself.
- People in the community feel defeated by regulations. Consider a tiered permitting system that triggers certain requirements depending on the scope of work. For example, taking down an interior wall should have less requirements than a larger project.

Pedestrian and Bike Safety

- Many improvements to the pedestrian and bicycle network have been proposed but have not yet been built (Hebert to Van Sickle, Safe Routes to Schools, Johnson Blvd. Complete Street project, Bijou Bike Park connector, etc.). Constructing these projects should be prioritized.
- The existing bike route in the Sierra business area which follows behind the Meeks Lumber property often floods and is not a convenient route for accessing businesses and services as a pedestrian or cyclist. Consider a bike boulevard, which is designed primarily for cyclists but allows local traffic to share the road, on Palmira Avenue. The inclusion of lighting, access to businesses from the back, and safer route than following US 50 presents an opportunity to create a desirable location to explore.
- The middle school, Bijou Park/LTCC, and new recreation center create a triangle of recreation and activity in the heart of the city. Developing a strong, safe network, especially in this triangle, will be imperative to create a community hub for Mid-town.
- With the rise of e-bikes and scooters, consideration must be given to integrating e-mobility into the infrastructure system. TTD is in favor of getting people out of their cars and creating a plan where pedestrians can be clear of faster moving traffic, such as 10-ft wide trails with clear regulatory signage.
    - Many e-bike and scooter users are able to charge their devices at home, however the city should plan to integrate e-mobility charging design elements into any planned or future electric vehicle charging stations.
- The existing Class I shared use path gets bogged down at Lakeview Commons, with user speeds ranging from a meandering stroll along the lakefront to e-bike commuters cruising through quickly. Consider separation of uses through the addition of a separate pedestrian sidewalk in higher traffic areas to mitigate user conflicts.
- The bike path that goes behind the Harrison Avenue businesses is not as successful as others, as people still prefer to ride their bikes down the street in front of the businesses. When locating new paths and trails, give bikers clear, convenient routes because that is the route they will take anyways.
- There is not a formal school zone at South Tahoe Middle School. A formal school zone should be created where it is possible for the safety of students.
- It is very difficult for drivers to see cyclists and pedestrians at nighttime in areas without lighting. Providing pedestrian-scale lighting along busy roads improves the visibility of cyclists and extends use of the bike path further into evening hours.
- Landscape buffers and lanes wider than 5' are preferable.
- Many people in the community rely on walking, biking, or taking the bus as their only means of transportation. The city should plan for snow removal and snow storage to ensure that ped and bike routes remain accessible year-round.
- Provide more or improve the existing crosswalks/bike-ped safety features in the Sierra Ave. area.

Expanded Parks and Recreation Opportunities

- Bijou Park and the golf course are disjointed; however the central location makes it a great opportunity to be a central hub for the community.
- South Lake Tahoe does not have a community amphitheater/event space. Provide an amphitheater, potentially at Bijou Park, to allow the community to participate in a wider range of events and activities.

Public Parking

- There is a reported lack of parking for businesses on Harrison Ave., both for customers and employees. Consider providing additional parking behind the new recreation center or nearby to allow employees to park and walk from a satellite lot.
- There is a general lack of ADA accessibility in the Harrison Ave. and Sierra business areas. Provide additional public ADA parking spaces and access in both of these areas.
- Today, the Mid-town area is more easily accessible by vehicle than alternative means of transportation because it does not have the infrastructure for people to park, get out of their cars, and explore safely and comfortably. Providing satellite public parking lots, similar to the existing public lot at Harrison and Modesto, encourages people to get out of their cars and explore.
    - There are several parking lots in the Mid-town area which are not always in use or full. The city could consider using underutilized parking lots (for example, the middle school parking lot on weekends) as satellite lots.
- Parking requirements are not dynamic enough and have been a prohibitor for redevelopment in other area plans. Code should be less restrictive and allow for creative solutions to avoid putting the city in a position where they have to decline a good idea because the law is too specific.
- In general, parking lots with two entry points are more easily maneuverable, especially during the wintertime.

Public Transit

- The current bus system is difficult to navigate. Push momentum toward frequency of shuttles and micro transit to mitigate parking needs.

Scenic Quality

- Snow storage along roadside reduces visibility of businesses and signage. Consider alternative locations, the road shoulder for snow storage to allow visibility of businesses year-round.
- Curb appeal could be improved in the Sierra business area to make it a more desirable area for people to spend time in.

Tourism

- It is reported that the public often use the restrooms of private businesses in the Harrison Avenue area. Public restrooms and information should be provided in the Harrison Ave. area.
- Lodging units in South Lake Tahoe operate at approximately 50%-60% capacity. Reducing the overall number of lodging units and using the remaining space in other ways (such as housing) would be a more efficient use of space.
- The Event Center struggles to provide non-casino lodging for the events and conferences. There is a need for consolidated tourist accommodations for this purpose, however the Mid-town area may not be the appropriate location.

Open House Summary

An Open House was held on Wednesday, September 25 from 5-7pm at the South Lake Tahoe Senior Center. The Open House introduced visitors to the project area, what area plans can accomplish, and existing

conditions. Community members were also given the opportunity to interact with boards asking questions about pedestrian and bicycle connectivity, land uses, focus topics, and more. Approximately 100 people attended the Open House.

Land Use Activity

When asked, "Where should land uses be located in the future?" Open House participants saw potential for High-Density Residential/Mixed Use throughout the project area, but several participants selected the Tahoe Center at Al Tahoe & US 50 for this use. Commercial retail areas remain across US 50 and recreation uses include the 56 Acres site and Bijou Park.

Pedestrian and Bicycle Facilities Activity

When asked, *"What pedestrian and bicycle facilities are needed within the Mid-Town area?"* Open House participants voted for **restrooms and water fountains** the most (21% of votes), followed by **pedestrian-activated lighted crossings** (19% of votes), and **protected/separated bike lanes** (19% of votes).

Community Priorities Activity

When asked, "In your opinion, what are the 3 most important topics to address within the Mid-Town Area Plan?," Open House respondents prioritized **arts and culture** the most (16% of votes), followed by **pedestrian and bicycle safety** (14%), **prioritizing mixed-use development** (10%), **environmental and water quality** (10%), and **housing** (10%).

Other Questions

A final board asked a series of open-ended questions regarding what they like, don't like, and recommend for the Mid-Town area.

What people like about the Mid-Town area is convenience to local shops and services, ability to walk and bike most places, the small-town charm, and more.

What people don't like about the Mid-Town area is the need to drive everywhere, congested traffic, better sidewalks, and more.

Appendix C
Open House 2 Summary

Mid-Town Area Plan Open House

Family Resource Center

October 2, 2024. 5:30 – 7:00 PM

Housing

The need for affordable housing was a recurring theme throughout the evening. Housing should consider proximity to resources and amenities. More affordable options are needed for larger households, which also require more parking.

Transportation

Many sentiments heard in prior outreach regarding transportation were echoed, such as the need for additional bike path space and stronger enforcement of speed to avoid pedestrian and bike/scooter conflicts. While the value of Lake Link was recognized, individuals felt there is a stronger need to increase fixed route bus services. A comment was received that more consideration should be made when placing bus stops, as many are not used nor in convenient locations. More parking is needed at Lakeview Commons and Bijou Community Park.

Recreation

The group supported the idea of expanding parks as well as adding new multi-use areas surrounding the Multigenerational Aquatics and Recreation Center. Parks should include features for those of all ages as well as activities and improvements to active the space at different times of day (lighting).

There was strong support to develop additional rental spaces for private events and the need for low or no cost winter gathering spaces was identified.

Land Use

The idea of mixed-use/live-work opportunities was supported, with an emphasis on commercial spaces that are more affordable for local small businesses.

Appendix D
CRE Consulting Corps Recommendations

Spurring Redevelopment in the Mid-Town Area

CRE® CONSULTING CORPS RECOMMENDATIONS

TO CITY OF SOUTH LAKE TAHOE

OCTOBER 2024

SOUTH TAHOE ASSOCIATION OF REALTORS

CRE Consulting Corps

CITY OF SOUTH LAKE TAHOE

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Executive Summary

The City of South Lake Tahoe is in the enviable situation of being a desirable community in the beautiful Sierras on the shore of Lake Tahoe. An attractive destination, the economy is largely dependent on tourism and recreation. The community faces the challenges of many mountain resort communities, in particular a need for housing attainable for local workers and amenities for year-round residents, in addition to vulnerability to economic fluctuations. The challenge of meeting these needs is complicated not only by the tourist-oriented marketplace but also by the development regulations in place to protect the environment.

The City of South Lake Tahoe has made meaningful steps to address these needs through public investments including Lakeview Commons Beach and Harrison Avenue projects, support for a number of housing developments, and the 56-acre project. Construction is currently underway to implement the 56-acre master plan and create a signature recreation and civic space in the center of South Lake Tahoe across from Lakeview Commons Beach. To build on these investments, update the 1995 local area plan, and spur increased investment, the City of South Lake Tahoe has embarked on development of a new Mid-Town Area Plan.

The Counselors of Real Estate® Consulting Corps was asked to examine underutilized commercial sites within the Mid-Town Area, offer strategic real estate guidance to spur redevelopment, consistent with community priorities and the goals of the Mid-Town Area Plan, and propose actionable solutions that could be incorporated into the Mid-Town Area Plan. In addition, the city requested that The Counselors of Real Estate (CRE) Consulting Corps offer economic development advice, both pertaining to the Mid-Town area and to the city more broadly.

Through the Transforming Neighborhoods initiative, the South Tahoe Association of REALTORS® introduced The Counselors of Real Estate to the City of South Lake Tahoe. The CRE Consulting Corps team visited South Lake Tahoe in August 2024 and met with more than 30 stakeholders, including elected officials, city staff, business and nonprofit leaders, employers, social service agencies, environmental organizations, and others. The team reviewed existing plans and studies, analyzed market data, and provided recommended actions.

The CRE team sees a great opportunity to focus the use of public lands in the Mid-Town area for the benefit of local residents as well as the de-emphasis of serving visitors. There are four areas within the boundary that present particular opportunities:

- 56-Acre Public Center.
- Redevelopment of the shopping Center Site.
- Reinvestment in Bijou Community Park & Golf Course.
- Amortize the “Tail.”

Addressing needed housing that will meet the needs of local workers is a clear priority. Following are recommendations to help tackle housing needs.

- Improve, clarify, and simplify the development process is one needed approach to help create housing options that meet local needs.
    - A valuable tool would be a coordinated Master Checklist to include City, TRPA, and County requirements.
    - Incorporate planning goals as well as regulatory requirements.
    - Provide clear information about process and fees.
- Explore innovative and flexible housing solutions, including:
    - temporary and modular housing
    - vertical mixed-use developments
    - adaptive reuse of commercial spaces
    - accessory dwelling units
    - an Inverse short term rental program.
- Implement a comprehensive data collection and analysis system. By prioritizing regular needs assessments, integrated data platforms, real-time monitoring, and community engagement, the City can build a data-driven approach to urban planning that is both responsive and sustainable.
- Consider innovative financial tools, structures, and incentives to support redevelopment and new construction.

South Lake Tahoe faces challenges including an affordable housing crisis, environmental preservation concerns, tourism dependency, wildfire risk, infrastructure and traffic congestion, social and economic inequality, limited health and social services, and climate change impacts. Economic development can play a vital role in addressing these challenges by diversifying the economy, supporting affordable housing development, enhancing workforce development, promoting environmental sustainability, improving infrastructure, and fostering community engagement. Collaboration among various sectors and stakeholders is crucial for implementing effective solutions. Case studies from other successful ski resort towns highlight best practices in areas such as land use, economic diversification, and community engagement, offering valuable insights for South Lake Tahoe's path towards sustainable and resilient economic growth.

The action steps and recommendations detailed in this report will require focus, collaboration, and participation by a broad set of community stakeholders. An active, coordinated effort, supported by broad involvement, will be beneficial to all parties and provide the housing options and services needed to benefit the South Lake Tahoe community.

Introduction

Lake Tahoe has long been a premier destination for visitors from around the world and also has drawn residents who desire to live in a resort mountain community close to outdoor recreation. The City of South Lake Tahoe, California, situated at the south end of the lake adjacent to the Nevada state line, has a population of approximately 21,330 (2020 Census). It lies within El Dorado County, which has a population of about 191,185 (2020 Census). The population swells dramatically with the influx of visitors both in winter and summer, and housing costs have increased, becoming out-of-reach in particular for many year-round residents who work at local jobs.

Local growth and development decisions are managed not only by the City of South Lake Tahoe but also by the Tahoe Regional Planning Agency. A unique bistate entity, the Tahoe Regional Planning Agency (TRPA), oversees land use and planning throughout the Lake Tahoe basin. Created in 1969, TRPA "is governed under the Compact enacted by the states of California and Nevada, affirmed by the United States Congress, and then signed by the states' governors and the President of the United States."[1] In addition to a governing board, an Advisory Planning Commission assists with technical and scientific issues, bringing together water quality, natural resource, planning staff, community members, and other experts. Metrics tracked include water quality, air quality, soil conservation, vegetation, fisheries, wildlife, scenic quality, recreation, and noise.

As stated in TRPA's 2014 Strategic Plan, TRPA's "vision is for a Lake environment that is sustainable, healthy, and safe for the community and future generations." Its "mission is to cooperatively lead the effort to preserve, restore, and enhance the unique natural and human environment of the Lake Tahoe Region, while improving local communities, and people's interactions with our irreplaceable environment." It is not the intent of The Counselors of Real Estate to evaluate TRPA's role or to express opinions about the oversight nor to assess the interaction between TRPA and local requirements and processes.

TRPA is directed by the Compact to "establish environmental threshold carrying capacities and to adopt and enforce a regional plan and implementing ordinances which will achieve and maintain such capacities while providing opportunities for orderly growth and development consistent with such capacities," (Compact Article I(b)) and to "ensure an equilibrium between the Region's natural endowment and its manmade environment."[2]

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[1] *Strategic Direction - 2020 and Beyond - Tahoe Regional Planning Agency, November 2020.* https://www.trpa.gov/wp-content/uploads/documents/archive/Agenda-Item-No.-VII.A-TRPA-Strategic_Plan_2020.pdf

[2] *Tahoe Regional Planning Agency Strategic Plan, June 2014, p3.* https://www.trpa.gov/wp-content/uploads/documents/archive/Strategic_Plan_2014_June2014_Final_rev1-21-15.pdf

The City of South Lake Tahoe is undertaking development of the Mid-Town Area Plan to guide future land uses and development to meet the needs of residents, businesses, visitors, and the environment. This will update the 1995 Bijou/Al Tahoe Community Plan which was consistent with the city's 1988 General Plan and the 1987 TRPA Regional Plan. Since that time, the city has updated its General Plan twice (1999 and 2011), and the TRPA Regional Plan was updated in 2012. Since 2011, the city has been working to update and replace outdated community plans with area plans consistent with the 2012 TRPA Regional Plan. The Tourist Core Area Plan was adopted in 2013, and the Tahoe Valley Area Plan was adopted in 2015.

The TRPA Code of Ordinances allows local jurisdictions to develop and adopt area plans that implement the TRPA Regional Plan, reflect a local community vision, and streamline the development permitting process.

The Mid-Town Area Plan will encompass land included in the current Bijou/Al Tahoe Area Plan as well as additional surrounding commercial and recreation land. Area Plans allow the city and counties in the Lake Tahoe Basin to implement the TRPA Regional Plan policies with greater flexibility and at the community scale. These plans are intended to reflect the community's vision for its future and are created with community members and stakeholder involvement.

The City's General Plan directs changes to this area to incorporate more opportunities for mixed use and higher density residential development to provide much needed housing in the community and more economic development possibilities associated with year-round population in the area. These new land use opportunities would be developed to complement the vision of the 56-acre Master Plan. The 56-acre Master Plan, adopted in 2022, builds upon the success of the Lakeview Commons and Harrison Avenue projects to create a signature civic and recreational park in the center of the South Lake Tahoe community and within the Mid-Town area to further transform the Mid-Town area into a recreation, arts, and community hub. The 56-acre Master Plan focuses on recreational and civic needs, the creation of meaningful world-class facilities and public open space, environmental stainability, cultural preservation, water quality, traffic mitigation, aesthetic improvements, and habitat preservation. With the recent adoption of the 56-Acre Master Plan and the current construction of a new recreation/ swim center, the opportunities for recreation in this area will continue to improve.

The Mid-Town area is the heart of South Lake Tahoe, with the most scenic views of Lake Tahoe in the City and is a central hub between other local and visitor destinations in the Tahoe Valley and the Tourist Core/Heavenly Village areas. The Mid-Town area includes several commercially focused areas that are popular resident and visitor amenities. The Mid-Town area also contains many opportunities for recreation featuring Bijou Park (bike park, skate park, dog park, disc golf, and picnicking), Bijou Golf Course, South Lake Tahoe Recreation and Swim Complex, South Lake Tahoe Ice Arena, South Lake Tahoe Campground, several multi-use sports fields, and a launch point for boating, paddleboarding, and

swimming at Regan Beach and Lakeview Commons. Civic and education uses within the Mid-Town area include the Lake Tahoe Community College, South Tahoe Middle School, El Dorado County Library, US Forest Service office, and US Post office. Unfortunately, the area also has a number of properties which are vacant or underutilized.

In 2024, the city is conducting extensive community outreach and engagement to develop goals, policies and implementation priorities to revitalize the Mid- Town area. Once approved by the City and Tahoe Regional Planning Agency, the Mid-Town Area Plan would provide guidance for all future redevelopment and development opportunities and would identify infrastructure needs to support the future vision of the Mid-Town area.

Statement of Problem

The Mid-Town area contains several properties that have remained vacant or underused for over 120 days. These sites represent wasted potential for business opportunities, contribute to a dismal visual appeal that deters investors, residents and visitors, and in some cases, present unsafe and blighted conditions. Redeveloping these sites offers an opportunity to bring in new businesses and potentially housing units, advancing City planning goals and enhancing the overall quality of life for residents. The City of South Lake Tahoe and the South Tahoe Association of REALTORS® requested the expertise and recommendations of the CRE Consulting Corps to identify strategies for attracting and facilitating redevelopment of these underutilized properties consistent with community goals and provide advice that may spur revitalization, including area-wide economic development recommendations.

CRE® Consulting Corps Team Process

Through its Transforming Neighborhoods Program, the National Association of REALTORS® is collaborating with The Counselors of Real Estate's Consulting Corps to deliver strategic real estate problem-solving to select projects. NAR issued a call for applications and submitted those received for review by the CRE Consulting Corps. The South Lake Tahoe project, submitted by the South Tahoe Association of REALTORS®, in conjunction with the City of South Lake Tahoe, was selected.

The CRE Consulting Corps team visited South Lake Tahoe in August 2024. The team reviewed applicable plans and studies pertaining to the area, toured the neighborhood, and interviewed more than 35 individuals. Stakeholder meetings included city elected leaders and staff, business and industry representatives, local Realtors®, and other stakeholders. The team formulated their recommendations and presented them to South Lake Tahoe city staff at the end of their week onsite.

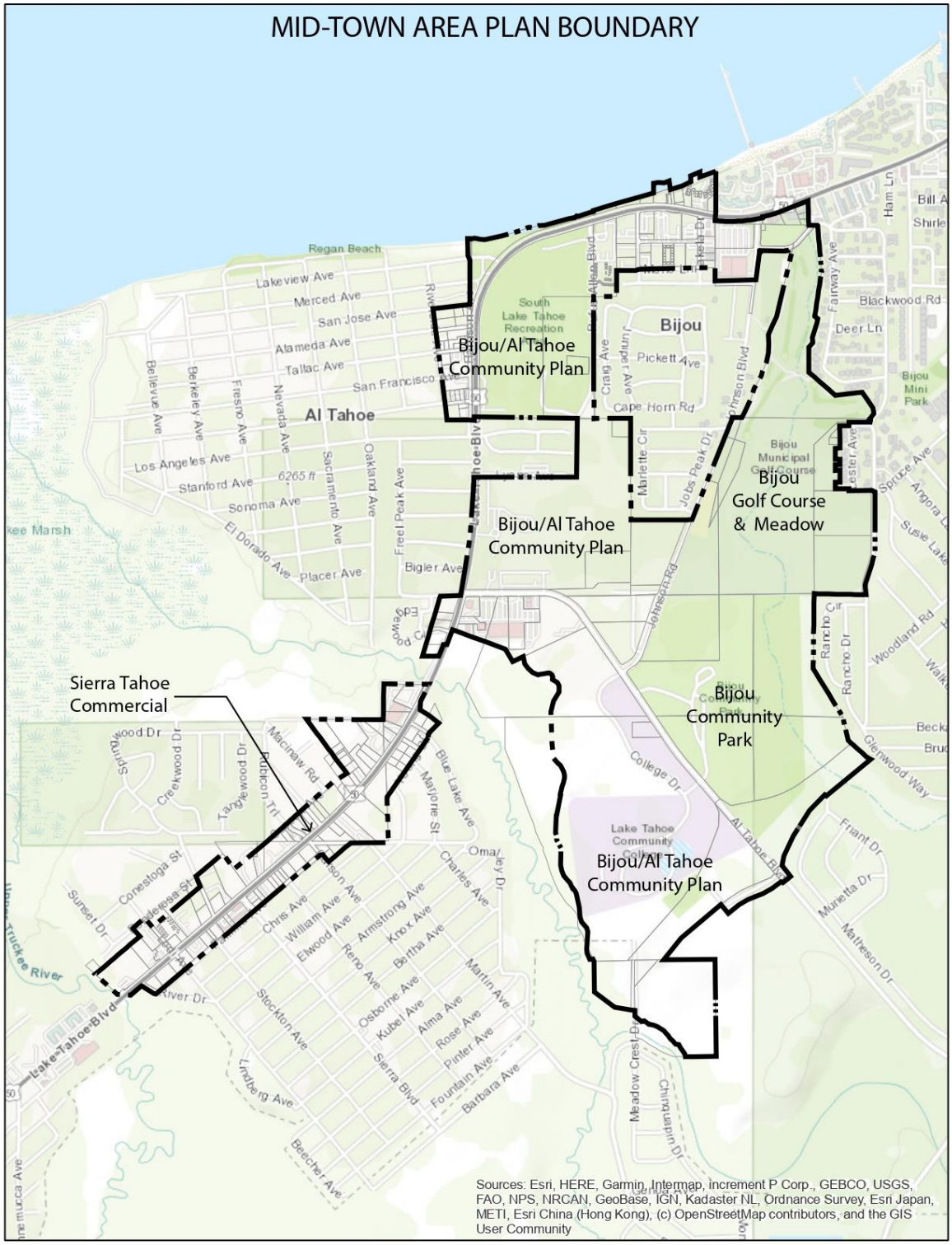
Site Opportunities and Planning Process

There is a great opportunity to focus the use of public lands in the Mid-Town area for the benefit of local residents and to deemphasize visitor services and amenities. The now-under-construction community recreation center, located at the north end of the Mid-Town plan area, represents new investment and a fresh commitment to the use of public lands in the Mid-Town area for the benefit of local residents. Resident-serving land uses in the Mid-Town area will likely balance the historic emphasis of public and private investment on visitor serving commercial and recreational uses near the state line visitor area (heavily gaming, skiing and hospitality uses) and the commercial center located south near the intersection of US 50 and US 89. The Mid-Town plan area is also significantly influenced by the presence of existing and future open space, used to maintain and manage the water quality in Lake Tahoe. As a consequence of the geography of the area, the alignment of US 50 along the southern lake shore and the location and scale of estuary areas, the Mid-Town plan area is irregularly-shaped, mostly in a north-south orientation, but with a portion of highway-fronting lands located to the south, and severed from the balance of the plan area by other residential neighborhoods creating what we will refer to later as "the Tail."

The new Recreation and Aquatic Center plays a significant role in our evaluation of the Mid-Town plan area opportunities. It is located prominently at the curve of US 50 as it meets the shoreline of Lake Tahoe and turns east towards the balance of the community and visitor and gaming area at the state line. Now under construction, this $65 million public investment is one of the largest recent public investments by the City of South Lake Tahoe, with completion anticipated in late 2025 or early 2026. The new recreation center strengthens the public recreational land uses already within the Mid-Town plan area, including several public uses of facilities (city, county and state), a transient publicly-owned campground (Campground by the Lake), South Tahoe Middle School and offices of the local school district, the Bijou Golf Course and Meadow, the Bijou Community Park, and the Lake Tahoe Community College. We informally estimate that within the Mid-Town plan area, some two-thirds of the land area is either in public ownership and use, or is otherwise dedicated to continuing preservation and conservation uses. Also notable is the exclusion of the Bijou residential neighborhood area, effectively the "doughnut hole" in the northern portion of the plan area. As such, there is only limited ability to rely upon traditional private property ownership and redevelopment activities to stimulate and drive neighborhood revitalization and renewal; public investment in the area will be central to any revitalization efforts.

The exception to the heavy concentration of public ownership of lands in the plan area is located mid-district, in the southeast quadrant of the intersection of US 50 and Al Tahoe Boulevard, where there is a community shopping center site. Like many community shopping centers today, this shopping center is showing signs of clear distress, having lost its grocery anchor. While apparently owned by separate owners of different parcels, the shopping center site represents one of the only sites of sufficient size to attract developer interest and a site that would permit a variety of styles of mixed-use development. Not

surprisingly, to the extent that affordable residential housing is most effectively accomplished through mid-rise, attached construction, this is the obvious site for such an alternative.



Our reconnaissance and inquiries suggest that there are four areas within the plan area that deserve special attention and represent an opportunity to fulfil the plan area's objective of being "community focused" and meeting the needs and activities of local residents (versus visitors):

- The 56 Acre Public Center
- Redevelopment of the mid-district Shopping Center site
- Reinvestment in the Bijou Community Park and Golf Course
- Amortization of the "Tail"

The 56 Acre Public Center

Located at the north end of the plan area, and representing the "corner" in which US 50 turns from north-south to east-west along the shore of Lake Tahoe, this approximately 56 acre site is serving as the site of the new Recreation and Aquatic Center, as well as serving as the site for other existing public buildings and the Campground by the Lake, a city-controlled campground. Due to the important "gathering" capability of the new recreation center, and the intended focus of the plan area to meet the needs of local residents, we believe that significant effort needs to be given to the post-completion of the recreation center and the balance of the tract be "re-planned" to cause the relocation of the campground to other portions of the plan area, and the programming of the newly-available public lands for other appropriate public and community-serving land uses. While new building sites may be made available for appropriate public uses, we believe that a significant focus of the planning needs to include public-gathering for uses such as public markets, crafts and arts events, circulation and outdoor activities, perhaps a small concert venue, accompanied by opportunities for some commercial activities (temporary in nature, but appropriately accommodated with hardscape, utilities services, and related site improvements). The underlying intent of our recommending this "fresh look" is – in the presence of the soon-to-be completed recreation center – to ask what other public and community uses should be located at or near the recreation center, and which will strengthen its perception as a gathering plan for the year-round residents of South Lake Tahoe. With care and community support, the natural gathering that will occur around the recreation center can be strengthened and built-upon, again, for the benefit of year-round residents.

Our assessment is that there is more than sufficient land area within the public land inventory of the plan area to allow the relocation of the Campground by the Lake, both freeing up the site for more intense and local-resident focused uses, as well as allowing modernization and re-visioning for the campground (as an asset of the community).

Redevelopment of the Mid-District Shopping Center Site

The assessment and financial feasibility analysis of the redevelopment of the community shopping center located mid-plan area is beyond the scope of this study. However, this shopping center is generally

perceived as the sole assembled site that could service for significant private reinvestment and revitalization, as well as being of sufficient size to allow for a meaningful number of residential units for year-round residents, including affordable housing units for eligible households. The shopping center itself shows many of the signs of distress and under-performance, particularly in relationship to the underlying value of the land beneath the center. This is an all-too-common occurrence in today's shopping centers, a product of changing patterns of retail shopping, convenience shopping and associated specialty uses, such as restaurants, etc. Many qualified observers believe today that as the property markets and retail spending patterns stabilize – after the onslaught of new online retail vendors (Amazon.com, etc.) and the effects of the disruption of Covid are taken into account – there will be as few as one-third of the number of retail establishments in communities across the country. South Lake Tahoe is not immune to these trends and development patterns, and the door is open at this shopping center site for a reinvestment and revitalization project – largely funded by the private sector.

We estimate the site area of the community shopping center and adjacent uses at approximately 11 acres. This suggests to us that were the site developed solely for multi-family residential development, there could easily be from 250 to 500 residential units at the site. With a terminal maximum of, say, 500,000 gross square feet, the site could accommodate significant continued retail uses – say 25,000 sf to 50,000 sf, and still provide a significant number of multi-family residential units. We suspect that were such development to occur, there would be a strong community desire for affordable housing for eligible households; depending upon developer interest and the ability of the community to organize and/or provide additional public investment, the ratio of affordable units to market-rate units would vary. Given the scarcity of sites for mid-rise development, and the desire to focus on the needs of year-round residents, both residential development and affordable housing at this site appear to be very appropriate.

We caution that land assembly for such redevelopment may be complicated by fractionalized ownership, and we suggest the City of South Lake Tahoe recognize that it can play a significant role in facilitating land assembly and "organized" redevelopment of the site. There are a variety of strategies and tools that can be employed by local government to incentivize private land owners to cooperate and coordinate in such instances; there appears to be a clear incentive to do so at this site.

Reinvestment in the Bijou Community Park and Golf Course

Because of the size and scale of public land ownership associated with the community park and golf course, and the adjacency of the Community College site, as well as in conjunction with our recommendation to relocate the Campground by the Lake to the southern portion of the plan area, we believe that there is a significant opportunity to reinvest in the golf course and adjacent park lands to the benefit of year-round residents that are the focus of this Mid-Town plan area. While no detailed quality and condition survey of the golf course and its amenities was completed by the project team, all indications are that the course and its land and recreational amenities are aging, in average to poor

condition, and in need of maintenance and reinvestment. Recognizing that a significant "refresh" of the golf course and parkland amenities is both (i) a driver of fresh market interest and private investment, and (ii) another strategy to focus the revitalization within the plan area on local, year-round residents, improvements to these portions of the plan area are consistent with the long-term goals of the community and represent a very tangible improvement in the public facilities for use by local residents.

The adjacent lands now dedicated to the community college also represent an asset for the plan area that should be evaluated; we suspect that there are a variety of ways in which both the needs of the community college students and staff and the needs of plan area residents can be shared or coordinated to the benefit of both groups. Here again, the place-making that will accompany improvements to the golf course and parkland can enhance and improve a wide-range of appropriate activities on public lands, including some of the same types of community uses discussed above for the recreation center tract.

Amortization of the "Tail"

"Amortization" in this land use context is the process by which nonconforming land uses and structures must be discontinued or made to conform to the requirements of current zoning at the end of a specified period of time. While a term that few are familiar with, "amortization" is a way in which communities can cause a change in land use, while avoiding the financial cost or exposure of a taking of private property through eminent domain. We believe that the "tail" of the plan area (that portion of the plan area severed from the main body by existing single family detached development) should be "amortized" and existing commercial uses be allowed to expire over a long period of time (typically amortization takes approximately 20 years).

We believe that amortization represents an appropriate course of action for this portion of the plan area because of the narrow depth of the commercial uses located along US 50, and the low likelihood that private redevelopment can be effective in causing revitalization or meaningful improvement in the character and quality of properties now fronting along US 50. Furthermore, the development rights could be transferred to other locations, generating more successful developments elsewhere that better meet community needs and priorities. While the City of South Lake Tahoe could attempt to raise funding for a series of public acquisitions using eminent domain, this would be costly and may not have community support due to the costs involved. Amortization removes the element of cost from the equation, with the trade-off being the amount of time that it takes to complete. While such ordinances and practices can have an outside time limit (say 20 years), the land use impacts may occur sooner, because with the inevitable decline in property condition, existing owners have some motivation to seek some form of transaction with the City well before the amortization period has run its course.

Our conclusion that amortization of the "tail" merits careful evaluation is largely a function of the adjacent residential land uses, and the recognition that clustering certain kinds of compatible land uses

(versus allowing the spread or sprawl of development along the highway) is in the long-term interests of the community. In this instance there are also preservation or conservation benefits that may inure to the nearby estuaries and lake front. We also note that there may be benefits associated with amortization to the resolution of conflicts with nearby airport flight path planning and other community land use conflicts.

Other Strategies of Interest

Two other land use management strategies should be acknowledged: (1) a focus and advocacy for mixed-use development in many new and redevelopment projects, and (2) the formation and active use of a land bank to assist in the assemblage of sites of substance for redevelopment.

Mixed-use development is more common in an urban setting, and may strike some as not appropriate amidst the rural and recreational communities around Lake Tahoe. That said, mixed-use development is entirely appropriate in any setting where land is scarce, and where the demands upon the land for use and utilization are more intense than might be historically indicated. Furthermore, mixed use development increases walkability. Like most parts of California, South Lake Tahoe is a community that has grown (and is growing), and we suspect that most residents (both visitors and year-round residents alike) would like to believe that the beauty and recreational amenities of the region will be available to all for years to come. With that in mind, and recognizing the urgent need to manage the Lake Tahoe habitat and environmental setting, mixed-use development represents one of the few tools available to communities to meet the needs of residents, to cope with the economic pressures of rising residential property values and declining affordability, and to manage the environmental impact of growth. Especially within a centrally-located community area (such as our subject plan area), mixed-use development should really be the norm, and not an exception as it is now. We strongly recommend that the Mid-Town plan area be evaluated with a strong. mandate for mixed-use development, and, of course, using higher-than-historical development density, to allow the development of more affordable housing and more lower-cost market rate housing.

Land banking traditionally means an activity or program in which a land-banking (owning) entity is formed and funded for the purposes of acquiring land for a temporary period during which other unrelated activities may occur that then allow a land holding or parcel to be deployed (sold or leased) for appropriate new development or redevelopment. We believe that the City of South Lake Tahoe should evaluate, and if possible, adopt or form a land bank that will allow it to acquire private land offered for sale, for the purpose of assembling that land with other adjacent land that is likewise suitable for development. Land banking is commonly used as a tool for redevelopment and revitalization where the land inventory is limited, where ownership is concentrated, or where the size of land parcels is too small to allow profitable redevelopment by the private development community. It is this last cause – where land parcelization is a barrier – that we see in South Lake Tahoe. To the extent that the community

would like to see private capital used for reinvestment and revitalization, land banking by the community could be an effective tool to increase development project size and to attract private capital. While we acknowledge that a land bank must start with initial funding, and usually in a meaningful dollar amount, with some duration, it can be a very suitable tool for use by the community to stimulate and encourage private revitalization and reinvestment.

Affordable Housing and Development Process

The need to address the underserved supply of affordable housing in South Lake Tahoe was a clear priority of the individuals participating in discussions between the CRE consulting team and stakeholders from the local community. Reference to housing issues was one of the first topics mentioned during these discussions. The creation of market rate and affordable housing suitable for local workers and residents is of the utmost importance to the majority of South Lake Tahoe stakeholders interviewed by the CRE team.

Significant efforts have been made in the city to address this concern. The city has assisted in the development of the following housing projects.

- The Aspens at South Lake Tahoe—47 units of family affordable housing for low- and very low-income households.
- Evergreen Apartments—26 units of family affordable housing for low- and very low-income households.
- Kelly Ridge—32 units of affordable senior housing for very low-income individuals aged 62 years and older.
- Sierra Garden Apartments—75 units of family affordable housing for low- and very low-income households.
- Sky Forest Acres—18-unit housing project for very low-income individuals with disabilities.
- Tahoe Pines Apartments—28 units of family affordable housing for low- and very low-income individuals.
- Tahoe Senior Plaza—44 units of senior housing for very low-income individuals aged 62 years and older.
- Tahoe Valley Townhomes—70 units of family housing for low- and very low-income households.
- Sugar Pine Village—a 248-unit affordable housing project conceived in two sites, East Village and West Village, which together comprise a unified family oriented residential community serving the South Lake Tahoe workforce

Grant funding for these projects ensures they remain affordable. The rents charged are regulated according to the conditions imposed by the governmental body or agency issuing the grant. Further details are included in the inventory summary as required by AB 987, passed by the California State Legislature. See: Assembly-Bill-987-Spreadsheet-20191112 (cityofslt.us).

A ***2019 Summary of Housing Needs*** suggests catch-up of 2,085 is indicated based on the following statistics.

- 165 overcrowded households.
- 1,245 in-commuters wanting to move.

- 675 unfilled jobs.
- 1,205 keep-up.
- 630 retiring employees.
- 575 new jobs.
- **TOTAL** through 2026: 3,290 units divided between market rate (43% - 1,410) and priced lower than market (57% - 1,880).

There was a divergence of opinions expressed during the stakeholder interviews regarding the need for housing, from the above estimate of a 3,290-unit shortfall to a real number of 500—1,000 units. One stakeholder actually felt there was little, if any, shortfall. It is clear the anecdotal estimates cover a wide range.

The lesson here is that a clear understanding of housing demand, based on current accurate data, is essential to planning and developing winning strategies. Outdated or anecdote-based data should not serve as a basis for planning to address supply forecasts.

Clearly understanding housing supply, based on current data, should include coordination across city departments. Identifying pending construction, in process and fully approved, will also be helpful as input to decision making and planning in forecasting supply trends.

Establishment of a central registry of housing opportunities, both current and those expected to hit the market, would significantly impact connecting existing supply and units under construction/renovation with those new to the area or new to the market.

Affordable Housing Supply

South Lake Tahoe has little supply of housing in the general market that is attainable for most local residents/workers. A review of June 2024 homes sales through the MLS shows a median sales price of $700,000, which is an increase of approximately 3% year over year. Condominium/townhouses sold at a median sales price of $598,000—up 22% year over year. See Appendix for these two home sales tables. Capital cost gap for market rate affordable housing appears to be from $300,000 to $500,000 per unit, or more.

Affordable housing must be created with an eye to the incomes of local residents/employees. As shown in the table below, TRPA is using the following definitions:

- Affordable: priced within range for families earning up to 80% of Area Median Income (AMI)
- Moderate: at the price for those earning 80% to 120%AMI
- Achievable: deed restricted and
    - Serving household up to 120% AMI or
    - A household member works for a local employer or

- The resident is a retired person who has lived in a deed-restricted home in the Tahoe basin for more than seven years.

Category	Criteria
Affordable	Income up to 80% of the Area Median Income (AMI)
Moderate	Income between 80% - 120% of AMI
Achievable	Housing units that are deed restricted Achievable require at least one of the following criteria to be met: • Have a household income not in excess of 120 percent of the respective county's area median income (AMI) (moderate income households and below); or • At least one occupant of the household works at least 30 hours per week or full-time equivalency for an employer with a business license or tax address within the Tahoe region or Tahoe-Truckee Unified School District; or • Resident is a retired person who has lived in a deed-restricted unit in the Tahoe Basin for more than seven years.

Number of Persons in Household		1	2	3	4
	40%	$ 24,750	$ 28,300	$ 31,850	$ 35,350
	60%	$ 41,300	$ 47,150	$ 53,050	$ 58,950
El Dorado County Area Median Income: $113,900	80%	$ 66,050	$ 75,450	$ 84,900	$ 94,300
	100%	$ 79,750	$ 91,100	$ 102,500	$ 113,900
	120%	$ 95,700	$ 109,350	$ 123,050	$ 136,700

source: https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/income-limits-2024.pdf

Due to this capital cost gap, affordable housing can only be created through use of a combination of tools, including subsidized financing sources, grants, and non-traditional use of land. These tools typically incorporate permanent deed restrictions to assure the long-term availability of a supply of affordable housing as an important part of the overall picture.

Development Approval and Entitlement Process

Stakeholders reported to the CRE team that the development process in South Lake Tahoe is difficult to navigate. An often-repeated phrase was that the process is a moving target and less than fully transparent. With numerous steps, decision makers and reviews, the requirements sometimes change during the planning and development process, creating an even lengthier process. The net effect is to discourage development, exacerbating the housing shortage, particularly at the lower price point or for multi-family housing.

There are opportunities for improvement through process streamlining and reducing the likelihood of project cost increases. One tool might be to prepare and implement use of a coordinated Master Checklist that includes City, TRPA, and County requirements. A Master Checklist would serve to streamline and clarify the development process. The checklist should incorporate the planning goals as well as the regulatory requirements. For example, a simple and clear checklist of requirements and costs would allow an upfront understanding of the process and likelihood of success moving through approval. A side benefit would likely be a shortening of the time required from concept to reality.

The city should evaluate entitlement process forms and written materials for transparency and cross-agency coordination. The goal should be simplification and process improvement. The evaluation should include outreach to local engineers, designers, brokers and developers to gain perspective on ways to streamline the process. Clearly TRPA should be part of the process to establish a collaborative environment with the common goal to facilitate meeting housing goals, within existing planning and regulatory goals/requirements.

An initial meeting of developers/property owners considering development with representatives of the City, County, and TRPA would help all understand clearly the requirements and potential hurdles. Locking in regulatory requirements at the time of application will help avoid expenses that arise from changes in the ground rules during the approval process. Understanding that the approval process is often lengthy and expensive, such an approach would make realistic planning and financing possible.

With the goal of addressing the need for diverse housing types to support the long-term health of the South Lake Tahoe community for residents and the business community, improving the process of development is a critical objective. This is not to suggest over development but rather to make achieving community planning goals more achievable.

Innovative and Flexible Housing Solutions

As South Lake Tahoe grapples with the challenges of providing affordable and adequate housing for its residents, it is essential to explore innovative and flexible solutions. Traditional housing models alone may not suffice to meet the diverse needs of the community, especially in a landscape marked by fluctuating economic conditions and evolving demographic trends. Embracing innovative housing strategies can offer practical, scalable, and sustainable solutions.

Explore Temporary, Modular, and Manufactured Housing Options

As South Lake Tahoe continues to face challenges related to housing affordability and availability, exploring alternative housing solutions becomes increasingly important. Temporary, modular, and manufactured housing options offer practical, cost-effective ways to address immediate housing shortages and meet the diverse needs of the community. These housing solutions can be deployed rapidly, are flexible in design, and offer a range of benefits that traditional construction methods cannot match. By incorporating these options into the City's housing strategy, South Lake Tahoe can provide more affordable, adaptable, and timely housing solutions for its residents.

Importance of Temporary and Modular Housing Solutions. Temporary and modular housing solutions are particularly valuable in situations where there is an urgent need for housing, such as following natural disasters, during economic downturns, or when there is a sudden influx of workers or residents. Unlike traditional construction, which can take years to complete, modular housing can be deployed in a matter of months, or even weeks, depending on the project's scope. This speed of deployment is crucial for meeting urgent housing needs, such as providing shelter for displaced residents or accommodating seasonal workers.

Moreover, modular housing is inherently more affordable due to its standardized production process. These homes are built off-site in a controlled environment, which reduces construction costs, minimizes waste, and shortens project timelines. This cost efficiency is passed on to the residents, making modular housing an attractive option for affordable housing initiatives.

Advantages of Modular Housing.

1. **Rapid Deployment.**
    - Modular housing units can be manufactured and assembled quickly, making them ideal for situations where time is of the essence. For instance, after a natural disaster or during a housing crisis, modular homes can be deployed rapidly to provide immediate shelter.

2. **Lower Costs.**

   - The controlled manufacturing process of modular homes allows for significant cost savings. By producing homes in a factory setting, developers can reduce labor costs, minimize material waste, and avoid weather-related delays. These savings translate into lower overall costs, making modular housing an affordable option for both developers and residents.

3. **Design Flexibility.**

   - Modular housing offers a high degree of design flexibility. Units can be customized to meet specific needs, whether that means creating smaller, more efficient homes for single occupants or larger units for families. Additionally, modular homes can be easily expanded or reconfigured, allowing for adaptability as housing needs change over time.

4. **Sustainability.**

   - Modular homes are often more environmentally sustainable than traditional homes. The controlled construction environment allows for better waste management, and the use of energy-efficient materials and technologies can reduce the environmental impact of these homes.

Exploring Manufactured Homes as an Affordable Housing Solution. In addition to temporary and modular housing, manufactured homes present another viable option for addressing affordable housing needs in South Lake Tahoe. Modern manufactured homes have come a long way from the stereotypes of the past, offering high-quality, comfortable, and energy-efficient living spaces at a fraction of the cost of traditional homes.

1. **Affordability.**

   - Manufactured homes are one of the most affordable housing options available, with costs often significantly lower than those of traditional site-built homes. This affordability makes manufactured homes an excellent solution for low-income residents, first-time homebuyers, or those looking to downsize.

2. **Improved Quality.**

   - Advances in manufacturing technology have greatly improved the quality of manufactured homes. Today's manufactured homes are built to high standards, with durable materials, modern amenities, and energy-efficient features that make them comparable to traditional homes in terms of comfort and livability.

3. **Versatility and Mobility.**

   - Manufactured homes are not only cost-effective but also versatile. They can be located in dedicated manufactured home parks, on private land, or in mixed-use developments. Their mobility allows for flexibility in land use and can be an advantage in areas where land availability is limited or where residents may need to relocate.

4. **Reduced Time to Market.**

   - Like modular homes, manufactured homes can be produced and delivered quickly, reducing the time it takes to bring new housing to market. This rapid deployment can help alleviate housing shortages more swiftly than traditional construction methods.

Practical Applications of These Housing Solutions. To effectively integrate temporary, modular, and manufactured housing into South Lake Tahoe's housing strategy, the city can consider the following approaches.

1. **Transitional Housing for Displaced Residents.**

   - Deploy modular or manufactured homes as transitional housing for residents displaced by natural disasters, economic hardship, or redevelopment projects. These units can be quickly assembled in safe locations, providing immediate relief to those in need.

2. **Workforce Housing.**

   - Use modular housing to create affordable, convenient housing options for the local workforce, particularly in sectors like tourism and hospitality, where seasonal demand can fluctuate. By placing these units near employment hubs, the city can reduce commute times and improve the quality of life for workers.

3. **Affordable Housing Developments.**

   - Develop entire communities of modular or manufactured homes as affordable housing projects. These developments can be designed to include amenities such as parks, community centers, and public transportation links, creating vibrant, sustainable neighborhoods that meet the needs of all residents.

4. **Partnerships with Developers.**

   - Encourage partnerships between the city, developers, and nonprofit organizations to fund and build modular and manufactured home communities. Incentives such as tax breaks,

reduced permitting fees, and expedited approvals can help attract investment in these types of projects.

Temporary, modular, and manufactured housing solutions offer South Lake Tahoe a flexible, cost-effective, and rapid response to its housing challenges. These housing options not only address immediate needs but also provide long-term solutions that can be adapted as the community's needs evolve. By embracing these innovative approaches, the city can enhance its housing strategy, providing affordable, quality homes for all residents while ensuring that housing supply keeps pace with demand.

Promote Vertical Mixed-Use Development

Vertical mixed-use development is a transformative urban planning approach that integrates residential, commercial, and recreational spaces within the same building or complex. This model not only maximizes the efficient use of land but also fosters a vibrant, walkable urban environment that enhances the quality of life for residents. In a city like South Lake Tahoe, where land is both valuable and limited, promoting vertical mixed-use developments offers a practical and innovative solution to address housing shortages while simultaneously stimulating local economic activity. By encouraging such developments, especially in core urban areas, the city can create new housing opportunities, attract businesses, and build more cohesive and sustainable communities.

Importance of Vertical Mixed-Use Development. Vertical mixed-use development is particularly valuable in urban environments where land is scarce, and development costs are high. By combining different types of spaces within a single structure, these developments make the most of available land, reducing the need for expansive, single-use zoning that can lead to sprawl and inefficient land use. Moreover, vertical mixed-use developments contribute to the creation of lively, 24/7 communities where residents can live, work, shop, and recreate within a short distance, reducing reliance on automobiles and supporting environmental sustainability.

For South Lake Tahoe, promoting vertical mixed-use development in core areas—such as downtown, commercial corridors, and near transit hubs—can help address several challenges simultaneously. It can provide much-needed affordable housing, create jobs, support local businesses, and reduce traffic congestion by encouraging walking and the use of public transportation.

Key Benefits of Vertical Mixed-Use Development.

1. **Maximizing Land Use Efficiency.**

    - Vertical mixed-use developments allow for the densification of urban areas by stacking residential units above commercial and retail spaces. This approach makes the most of

limited land, allowing more people to live and work in the same area without expanding the city's footprint.

- In South Lake Tahoe, where natural beauty is a key asset, maximizing land use efficiency through vertical development helps preserve open spaces and natural areas while accommodating population growth.

2. **Creating Walkable, Vibrant Communities.**

- By integrating different types of spaces—such as shops, restaurants, offices, and residential units—within a single development, vertical mixed-use projects encourage walking and reduce the need for car travel. This not only supports environmental goals but also enhances the vibrancy of urban areas, making them more attractive places to live and visit.
- In a city like South Lake Tahoe, which attracts tourists and outdoor enthusiasts, creating walkable environments that blend residential and commercial spaces can enhance the overall visitor experience while benefiting local residents.

3. **Economic Stimulus and Job Creation.**

- Vertical mixed-use developments stimulate local economies by attracting businesses to ground-floor commercial spaces and creating jobs both during and after construction. These developments can host a range of businesses, from retail stores and restaurants to offices and service providers, contributing to a diversified local economy.
- By concentrating economic activity in core areas, South Lake Tahoe can build economic resilience, ensuring that the city remains vibrant and prosperous even in the face of economic fluctuations.

4. **Providing Affordable Housing.**

- One of the most significant advantages of vertical mixed-use development is its potential to include affordable housing units. By incorporating affordable housing into these developments, the city can ensure that low- and moderate-income residents have access to housing in desirable areas close to jobs, services, and amenities.
- In South Lake Tahoe, where housing affordability is a growing concern, incentivizing developers to include affordable units in vertical mixed-use projects can help meet the demand for affordable housing while promoting socioeconomic diversity.

Strategies for Promoting Vertical Mixed-Use Development.

1. **Zoning and Policy Incentives.**

   - **Density Bonuses.** Offer density bonuses to developers who include affordable housing units or other community benefits in their vertical mixed-use projects. This incentive allows developers to build more units than normally permitted under current zoning regulations, making such projects more financially viable.
   - **Streamlined Approval Processes.** Simplify and expedite the approval process for vertical mixed-use developments, especially those that include affordable housing or are located in designated priority areas. Reducing red tape can attract more developers to pursue these projects.
   - **Tax Incentives and Grants.** Provide tax incentives or grants to developers who undertake vertical mixed-use projects, particularly those that include affordable housing, green building practices, or public amenities. These financial incentives can offset some of the higher upfront costs associated with mixed-use development.

2. **Public-Private Partnerships.**

   - **Collaboration with Developers.** Foster public-private partnerships to share the risks and rewards of vertical mixed-use development. The city can collaborate with developers by providing land, infrastructure support, or financing assistance in exchange for the inclusion of affordable housing, public spaces, or other community benefits.
   - **Community Land Trusts.** Support the creation of community land trusts that can acquire and hold land for vertical mixed-use development. This approach can help ensure that the benefits of these developments, such as affordable housing, remain available to the community over the long term.

3. **Community Engagement and Support.**

   - **Engage the Community.** Involve residents and local businesses in the planning process for vertical mixed-use developments. By gathering input through public meetings, workshops, and surveys, the city can ensure that these projects meet community needs and gain public support.
   - **Promote the Benefits.** Educate the community about the benefits of vertical mixed-use development, including how it can enhance neighborhood vibrancy, provide affordable housing, and reduce environmental impact. Addressing common concerns, such as increased density or traffic, can help build support for these projects.

4. **Design Standards and Sustainability.**

   - **Design Guidelines.** Establish design guidelines that ensure vertical mixed-use developments contribute positively to the urban landscape. These guidelines can address issues such as building height, architectural style, public space integration, and pedestrian connectivity.
   - **Green Building Practices.** Encourage or require the use of green building practices in vertical mixed-use developments, such as energy-efficient materials, water conservation technologies, and renewable energy sources. This not only reduces the environmental impact of these developments but also aligns with South Lake Tahoe's sustainability goals.

Examples of Successful Vertical Mixed-Use Developments. Several cities have successfully implemented vertical mixed-use developments that serve as models for South Lake Tahoe.

- **Portland, Oregon.** Portland's *Pearl District* is a prime example of successful vertical mixed-use development. The area features a mix of residential units, retail spaces, offices, and public amenities, creating a vibrant, walkable community that has become one of the city's most desirable neighborhoods.

- **Denver, Colorado.** Denver's *Union Station* neighborhood showcases the benefits of vertical mixed-use development with its combination of high-rise residential buildings, ground-floor retail, restaurants, and public spaces. The development has revitalized the area and attracted both residents and businesses.

- **Austin, Texas.** The *Domain in Austin* is a large-scale vertical mixed-use development that includes residential apartments, office spaces, retail stores, and entertainment venues. The project has created a bustling urban center that attracts residents, workers, and visitors alike.

Promoting vertical mixed-use development is a strategic approach to addressing South Lake Tahoe's housing challenges while enhancing the city's economic vitality and urban livability. By incentivizing these developments, particularly in core areas, the city can create new housing opportunities, stimulate local businesses, and build sustainable, vibrant communities. With thoughtful planning, strong community engagement, and supportive policies, vertical mixed-use development can play a crucial role in shaping the future of South Lake Tahoe.

Encourage Adaptive Reuse of Commercial Spaces

As the economic landscape evolves, the demand for retail and office spaces changes, often leaving many commercial properties underutilized or vacant. This shift presents an opportunity for South Lake Tahoe to address its housing needs through adaptive reuse—a strategy that repurposes existing commercial spaces for residential use. Adaptive reuse not only revitalizes underused properties but also provides a sustainable, cost-effective alternative to new construction. By converting these spaces into housing, the

city can create new residential opportunities, preserve its unique character, and reduce the environmental impact associated with building on undeveloped land.

Importance of Adaptive Reuse in Housing Development. Adaptive reuse is becoming increasingly important as cities seek innovative solutions to housing shortages without contributing to urban sprawl. In South Lake Tahoe, where land is limited and the natural environment is a cherished asset, adaptive reuse offers a way to accommodate population growth and housing demand without expanding the city's footprint. By repurposing existing structures, the city can make efficient use of its built environment while preserving open spaces and natural areas.

Moreover, adaptive reuse can breathe new life into declining commercial corridors and neighborhoods, making them vibrant, mixed-use areas that attract residents and businesses alike. This approach aligns with broader urban planning goals, such as promoting walkability, reducing car dependence, and creating diverse, sustainable communities.

Key Benefits of Adaptive Reuse of Commercial Spaces.

1. **Efficient Use of Existing Resources.**

    - Adaptive reuse makes the most of existing buildings and infrastructure, avoiding the need for costly and time-consuming new construction. This efficiency is particularly valuable in areas where available land for development is scarce or where there is a desire to preserve the existing urban fabric.
    - In South Lake Tahoe, adaptive reuse can transform vacant or underutilized commercial spaces—such as former retail stores, offices, or warehouses—into much-needed housing. This approach not only addresses housing shortages but also prevents the decay of these properties, which can lead to blight and decreased property values in surrounding areas.

2. **Environmental Sustainability.**

    - Repurposing existing buildings reduces the environmental impact of development. By reusing materials and structures, adaptive reuse significantly lowers the carbon footprint associated with construction, as it minimizes the need for new materials and reduces construction waste.
    - This strategy is particularly important in a city like South Lake Tahoe, where the preservation of natural landscapes and environmental sustainability are top priorities. Adaptive reuse aligns with these goals by reducing the demand for new land development and protecting the city's natural resources.

3. **Preservation of Community Character.**

   - Adaptive reuse helps preserve the architectural and historical character of a community by maintaining and revitalizing existing buildings. These projects can enhance the aesthetic and cultural value of neighborhoods, contributing to a sense of continuity and identity.
   - In South Lake Tahoe, where the unique character of the city is closely tied to its history and natural surroundings, adaptive reuse can ensure that new housing developments respect and reflect the City's heritage, rather than introducing incongruous new construction.

4. **Economic Revitalization.**

   - By converting vacant commercial properties into residential units, adaptive reuse can stimulate economic activity in surrounding areas. New residents bring increased foot traffic and demand for services, which can attract businesses and contribute to the revitalization of commercial corridors.
   - In addition to boosting local businesses, adaptive reuse projects often create jobs in construction, design, and property management, further contributing to the local economy.

Strategies for Encouraging Adaptive Reuse.

1. **Zoning and Policy Adjustments.**

   - **Flexible Zoning Regulations.** Modify zoning codes to allow for the conversion of commercial properties into residential use. This may include relaxing restrictions on building height, density, or parking requirements to make adaptive reuse projects more feasible.
   - **Expedited Approval Processes.** Streamline the approval process for adaptive reuse projects, particularly those that include affordable housing or other community benefits. Expedited permitting can reduce costs and encourage developers to pursue these projects.

2. **Financial Incentives.**

   - **Tax Credits and Grants.** Offer tax credits, grants, or low-interest loans to developers who undertake adaptive reuse projects. These incentives can offset the costs associated with renovating older buildings, making these projects more financially attractive.
   - **Property Tax Abatements.** Provide temporary property tax abatements for adaptive reuse projects to reduce the financial burden on developers during the conversion process. This can be particularly effective in encouraging the redevelopment of underutilized or distressed properties.

3. **Partnerships and Collaboration.**

   - **Public-Private Partnerships.** Foster partnerships between the city, developers, and non-profit organizations to share the risks and benefits of adaptive reuse projects. The city can contribute by providing land, infrastructure improvements, or financial assistance in exchange for the inclusion of affordable housing or other public benefits.
   - **Collaboration with Local Businesses.** Engage local businesses in the planning and development process to ensure that adaptive reuse projects meet the needs of the community and contribute to the local economy. This collaboration can also help integrate commercial and residential uses in a way that enhances the vibrancy of the area.

4. **Community Engagement.**

   - **Public Input and Support.** Involve the community in the planning and design of adaptive reuse projects to ensure that they align with residents' needs and preferences. Public meetings, surveys, and workshops can provide valuable feedback and build support for these initiatives.
   - **Education and Awareness.** Raise awareness about the benefits of adaptive reuse through public campaigns, informational sessions, and partnerships with local media. Educating the community about the environmental, economic, and social advantages of adaptive reuse can help build enthusiasm and support for these projects.

Examples of Successful Adaptive Reuse Projects. Several cities have successfully implemented adaptive reuse projects that serve as models for South Lake Tahoe.

- **Los Angeles, California.** The *Adaptive Reuse Ordinance* in Los Angeles has led to the conversion of numerous old office buildings and warehouses into residential lofts, revitalizing downtown areas and creating vibrant, mixed-use neighborhoods.

- **Portland, Oregon.** The conversion of the former Meier & Frank warehouse into the *Block 216* mixed-use development is an example of adaptive reuse that includes residential units, retail spaces, and public amenities, contributing to the city's goal of sustainable urban growth.

- **New York, New York.** The High Line, a former elevated railway turned public park, has spurred the adaptive reuse of surrounding industrial buildings into residential and commercial spaces, revitalizing the Chelsea neighborhood and creating a popular urban destination.

Encouraging the adaptive reuse of commercial spaces is a strategic and sustainable approach to addressing South Lake Tahoe's housing needs while preserving the city's character and minimizing environmental impact. By repurposing underutilized properties, the city can create new housing

opportunities, stimulate economic activity, and protect its natural and built environments. With supportive zoning policies, financial incentives, and strong community engagement, adaptive reuse can play a key role in shaping the future of South Lake Tahoe, ensuring that it remains a vibrant, livable, and resilient community.

Develop Incentives to Deploy Affordable Accessory Dwelling Units

Accessory Dwelling Units (ADUs) represent a versatile and cost-effective strategy for expanding housing options within existing neighborhoods. These smaller, self-contained living units can be built on the same property as a single-family home, providing additional housing without requiring new land development. In South Lake Tahoe, where housing shortages are a pressing issue, developing incentives for the construction of affordable ADUs could be a powerful tool in addressing the needs of local workers. By offering incentives such as reduced permitting fees, tax breaks, or grants, the city can encourage homeowners to contribute to the solution, creating more affordable rental options and diversifying the housing stock.

The Growing Role of ADUs in California. In recent years, California has recognized the potential of ADUs to alleviate housing shortages and has enacted legislation to make it easier for homeowners to build these units. Statewide policies have streamlined the approval process, reduced barriers such as minimum lot size requirements, and limited the fees that local governments can charge for ADU construction. South Lake Tahoe can build on this momentum by creating local incentives that specifically target the creation of affordable ADUs, particularly for community members in lower-paid jobs.

Key Benefits of Developing Affordable ADUs.

1. **Expanding Housing Supply Without New Land Development.**
    - ADUs allow for the efficient use of existing residential properties, adding housing units without the need for new land development. This is particularly important in South Lake Tahoe, where preserving natural spaces is a priority. By encouraging the construction of ADUs, the city can increase its housing supply while maintaining its environmental and aesthetic character.
    - Additionally, ADUs can help address housing shortages in a more distributed manner, avoiding the concentration of new developments in specific areas and integrating new housing into established neighborhoods.
2. **Providing Affordable Housing for Working-Class Residents.**
    - ADUs are inherently more affordable to build and maintain than traditional single-family homes, making them an ideal solution for providing affordable housing. By targeting incentives towards the creation of ADUs that are rented at below-market rates, South Lake

Tahoe can ensure that working-class residents—such as those employed in the local tourism, hospitality, and service industries—have access to housing they can afford.

- These units can also serve as housing for extended family members, enabling multigenerational living arrangements that can reduce housing costs for families and provide support for aging relatives or young adults.

3. **Empowering Homeowners as Part of the Housing Solution.**

- By incentivizing ADU construction, the city can empower residents to become part of the solution to the housing crisis. Homeowners who build ADUs not only contribute to the community by providing additional housing, but they also benefit from the potential rental income or the ability to accommodate family members in a separate living space.
- This approach fosters a sense of community involvement and ownership, as residents play a direct role in addressing local housing needs.

Strategies for Promoting the Development of Affordable ADUs.

1. **Financial Incentives.**

- **Reduced Permitting Fees.** Offer significant reductions or waivers on permitting fees for homeowners who agree to rent their ADUs at affordable rates. This can lower the upfront costs of building an ADU, making it more accessible for middle-income homeowners.
- **Tax Breaks.** Provide property tax breaks for homeowners who build ADUs designated as affordable housing. These tax incentives can be tied to the duration of time the unit is rented at an affordable rate, encouraging long-term affordability.
- **Grants and Low-Interest Loans.** Establish a grant or low-interest loan program to assist homeowners with the construction costs of ADUs. These funds could be targeted specifically at lower-income homeowners or those in designated affordable housing zones, helping to ensure that the benefits of ADU development are widely distributed.

2. **Streamlined Approval Processes.**

- **Fast-Track Permitting.** Implement a fast-track permitting process for ADUs, particularly those that will be rented at affordable rates. By reducing the time and complexity of obtaining approval, the city can make ADU development more attractive to homeowners.
- **Pre-Approved ADU Plans.** Provide a selection of pre-approved ADU designs that meet local building codes and standards. Homeowners can choose from these designs, reducing the costs and delays associated with custom plans and ensuring that the units are constructed quickly and efficiently.

3. **Community Education and Support.**

   - **ADU Resource Center.** Establish an ADU Resource Center to provide homeowners with information, technical assistance, and resources related to ADU construction. The center could offer workshops, one-on-one consultations, and online resources to guide homeowners through the process of building an ADU.
   - **Partnerships with Local Contractors.** Develop partnerships with local contractors to offer discounted rates or package deals for ADU construction. This could include bulk purchasing of materials, standardized pricing, or group discounts for multiple ADU projects in the same neighborhood.

4. **Long-Term Affordability Measures.**

   - **Deed Restrictions.** Encourage or require deed restrictions on ADUs that are built with city incentives, ensuring that they remain affordable for a set period (e.g., 10-20 years). This helps protect the investment in affordable housing and ensures that these units serve the intended population over the long term.
   - **Rental Rate Caps.** Implement rental rate caps on ADUs developed through incentive programs, tying rents to a percentage of the Area Median Income (AMI) to ensure that they remain affordable to low- and moderate-income residents.

Examples of Successful ADU Programs. Several cities have successfully promoted the development of ADUs as a solution to housing shortages.

- **Los Angeles, California.** The City of Los Angeles has implemented the *Backyard Homes Project*, which offers homeowners grants and technical assistance to build affordable ADUs. The program is designed to create affordable housing while providing homeowners with additional income.

- **San Francisco, California.** San Francisco's ADU program has streamlined the approval process for homeowners, particularly in areas with high housing demand. The city has also partnered with non-profit organizations to offer financial assistance and support for the construction of ADUs.

- **Portland, Oregon.** Portland has seen a significant increase in ADU construction by offering financial incentives, such as waived development fees, and providing homeowners with pre-approved design templates to simplify the building process.

Developing incentives for the deployment of affordable ADUs is a strategic approach to addressing South Lake Tahoe's housing challenges, particularly for working-class residents. By leveraging financial incentives, streamlining approval processes, and providing support to homeowners, the city can

encourage the widespread adoption of ADUs as a viable and sustainable housing solution. This approach not only expands the housing supply in a cost-effective manner but also empowers residents to play an active role in alleviating the housing crisis. Through thoughtful planning and community engagement, South Lake Tahoe can harness the potential of ADUs to create more affordable, diverse, and resilient neighborhoods.

Implement an Inverse Short Term Rental Program

Short-Term Rentals (STRs) have become a significant issue in many tourist-heavy areas, including South Lake Tahoe. While these properties cater to vacationers and generate income for property owners, they also contribute to rising housing costs and reduce the availability of long-term rentals for local residents. An innovative solution to this problem is the implementation of an Inverse STR program. This program would incentivize property owners to convert their STRs into long-term rental units for local residents, while still allowing them to use their properties for personal vacations. By leveraging tax benefits, grants, or other financial incentives, this approach could increase the supply of long-term housing for residents without the need to ban STRs outright.

The Big Idea. The Inverse STR program is designed to address the housing shortage in South Lake Tahoe by making better use of properties that are typically vacant for much of the year. Wealthier property owners, who primarily use these homes as vacation retreats, would place their properties into a long-term rental program. These homes would be rented out at lower rates to individuals who qualify for low-income housing or are part of the local workforce.

What makes this program unique is the flexibility it offers to property owners. Using an online platform similar to Airbnb, owners can schedule their visits to South Lake Tahoe, effectively renting their own homes back for the duration of their stay. During these times, the regular tenants—who understand the arrangement—would temporarily vacate the property, either taking a short vacation themselves or staying in nearby accommodations funded by the property owner. This system ensures that the homes are occupied year-round, benefiting both the property owners and the tenants.

Key Benefits of the Inverse STR Program.

1. **Increased Housing Availability for Local Workforce.**

    - By converting STRs into long-term rentals, the program directly addresses the shortage of affordable housing for local residents, particularly those working in the service, tourism, and hospitality industries. These residents often struggle to find affordable housing close to their workplaces, and the Inverse STR program provides them with more options.

- The program allows tenants to live in well-maintained, desirable properties that would otherwise remain vacant for most of the year. This not only improves their quality of life but also helps retain essential workers in the community.

2. **Flexibility and Income for Property Owners.**

- Property owners benefit from a consistent rental income throughout the year while retaining the ability to use their homes whenever they choose. The inconvenience of having to book their own property for personal use is mitigated by the financial incentives and the fact that the property remains well-maintained and ready for their arrival.
- Owners are responsible for providing funds for their tenants' temporary accommodations, ensuring that the tenants are not financially burdened by the arrangement. This creates a win-win situation, where owners generate income and tenants enjoy reduced rent in exchange for flexibility.

3. **Lower Rental Costs for Tenants.**

- Tenants participating in the program would benefit from lower rental rates due to the unique arrangement. The need to vacate the property periodically and maintain it in a ready-to-rent condition justifies the reduced rent, making these homes more affordable for those in the local workforce or with lower incomes.
- The program could be particularly appealing to tenants who have flexible work schedules or who are willing to trade some convenience for the opportunity to live in a more desirable location at a lower cost.

4. **Maintaining High Standards of Property Maintenance.**

- Because the homes must be kept in a state of readiness for the owners' visits, tenants are incentivized to maintain the property at a high standard. This requirement helps preserve the value of the property and ensures that it remains in good condition for both the owner and future tenants.
- The professional cleaning services provided before and after the owner's stay further enhance the maintenance of the property, ensuring that it is always in top condition.

Implementation Strategies.

1. **Financial Incentives.**

- **Tax Benefits.** Offer property tax reductions or income tax credits to owners who participate in the program and make their properties available for long-term rental. These financial

incentives can help offset the costs of the program, such as the cleaning services and temporary accommodation for tenants.

- **Grants and Subsidies.** Provide grants or subsidies to help property owners with the initial costs of converting their STRs into long-term rentals, such as necessary renovations or furnishings that make the property more suitable for year-round living.

2. **Online Platform Development.**

- **Custom Inverse STR Platform.** Develop an online platform specifically for managing the Inverse STR program. This platform would allow owners to schedule their stays, manage bookings, and communicate with tenants. It would also facilitate the financial transactions required for the temporary relocation of tenants.
- **Integration with Existing STR Platforms.** Consider integrating the Inverse STR program with existing platforms like Airbnb or VRBO, making it easier for property owners to transition their properties from traditional STRs to the Inverse STR model.

3. **Program Marketing and Outreach.**

- **Targeted Outreach to Property Owners.** Conduct targeted outreach to property owners who currently use their homes as STRs but are interested in generating consistent income year-round. Emphasize the benefits of the program, including the ability to maintain personal use of the property while contributing to the community's housing needs.
- **Tenant Recruitment and Education.** Work with local employers and housing agencies to identify potential tenants who would benefit from the program. Educate tenants about the requirements and benefits of participating, ensuring they understand the need to vacate the property during the owner's stays and the associated financial compensation.

4. **Legal and Regulatory Framework.**

- **Zoning and Ordinance Adjustments.** Ensure that local zoning laws and ordinances are adjusted to accommodate the Inverse STR program. This may include creating specific categories for these properties and ensuring that the program complies with any existing STR regulations.
- **Lease Agreements and Tenant Protections.** Develop standardized lease agreements that clearly outline the terms of the Inverse STR arrangement, including the conditions under which tenants must vacate the property. These agreements should also include tenant protection, such as the right to fair compensation for relocation costs and the assurance of suitable alternative accommodations.

Challenges and Considerations. While the Inverse STR program offers numerous benefits, it also presents challenges that need to be carefully managed.

- **Tenant Displacement and Satisfaction.** The requirement for tenants to vacate the property periodically could be disruptive, especially for families or individuals with less flexible lifestyles. Ensuring that alternative accommodations are convenient, comfortable, and fully funded by the property owner is crucial to maintaining tenant satisfaction.

- **Property Maintenance and Wear.** The regular use of the property by different parties (tenants and owners) could lead to increased wear and tear. Establishing clear maintenance responsibilities and ensuring that cleaning and repair services are promptly provided will be essential.

The Inverse STR program is an innovative approach to addressing the housing shortage in South Lake Tahoe while respecting the interests of property owners who rely on their homes as vacation retreats. By incentivizing the conversion of STRs into long-term rentals for local residents, the city can increase the availability of affordable housing, support the local workforce, and maintain the flexibility that property owners value. With the right incentives, regulatory framework, and community engagement, the Inverse STR program could become a model for other tourist-heavy regions facing similar challenges, proving that creative solutions can balance the needs of both residents and property owners.

Conclusion

Innovative and flexible housing solutions are crucial for South Lake Tahoe to meet its housing challenges effectively. By exploring temporary and modular housing, promoting vertical mixed-use developments, encouraging adaptive reuse of commercial spaces, developing incentives for affordable ADUs, and implementing an Inverse STR program, the city can create a diverse and resilient housing market that serves the needs of all its residents.

Comprehensive Data Collection and Analysis for Decision-Making

In the rapidly evolving landscape of real estate and urban development, effective decision-making hinges on the availability and analysis of comprehensive data. South Lake Tahoe, like many other communities, faces the challenge of aligning its housing strategies with the needs of its residents. The development and application of robust data collection mechanisms are crucial for guiding sustainable growth, informed policy-making, and effective allocation of resources.

Conduct Regular Housing Needs Assessments

Conducting regular housing needs assessments is a critical strategy for ensuring that the housing policies and initiatives of South Lake Tahoe are aligned with the evolving needs of the community. These assessments are not just about understanding the present demand for housing but also about anticipating future needs. Given the dynamic nature of the housing market, driven by factors such as population growth, economic changes, and shifts in lifestyle preferences, it is vital to maintain a proactive approach in housing planning. This approach enables the city to prioritize its projects effectively, allocate resources efficiently, and make informed decisions that support long-term sustainability.

Importance of Regular Assessments. Regular housing needs assessments provide a data-driven foundation for decision-making in urban planning and housing policy. Without these assessments, the city risks implementing strategies that may not address the actual needs of its residents, leading to misallocation of resources, increased housing shortages, or the development of housing that is unaffordable or unsuitable for the community.

For example, if the city relies on outdated data, it might invest heavily in market-rate housing when there is a growing need for affordable housing. Conversely, an unrecognized increase in demand for senior housing or workforce housing could lead to a crisis if those needs are not identified and addressed in time. Regular assessments ensure that the city can adapt its strategies to the changing landscape, whether those changes are driven by demographic shifts, such as an aging population, or economic factors, such as a rise in remote work leading to an influx of new residents.

Methods for Conducting Assessments. To effectively conduct housing needs assessments, South Lake Tahoe could employ a range of methodologies, each designed to capture different aspects of housing demand and supply.

1. **Surveys and Focus Groups.**

    - **Resident Surveys.** Distribute regular surveys to residents to gather data on their housing situation, including satisfaction with current housing, rent/mortgage burden, and future housing plans. These surveys can also collect information on specific needs, such as

accessibility features for seniors or proximity to public transportation for low-income families.

- **Focus Groups.** Organize focus groups with various community stakeholders, including renters, homeowners, landlords, developers, and social service providers. These discussions can uncover qualitative insights that quantitative data alone might miss, such as the challenges faced by low-income residents or barriers to homeownership.

2. **Data Analysis and Projections.**

   - **Demographic and Economic Analysis.** Utilize census data, economic reports, and local employment trends to project future housing needs. For example, if data indicates a growing tech sector in the region, this could signal an upcoming demand for high-density, affordable housing near tech hubs.
   - **Housing Supply and Vacancy Rates.** Regularly monitor housing supply, vacancy rates, and construction activity. Low vacancy rates might indicate a need for more housing, while high rates could signal an oversupply in certain market segments.

3. **Geospatial Analysis.**

   - **Mapping Housing Trends.** Use Geographic Information Systems (GIS) to map housing trends across different neighborhoods. This analysis can highlight areas of high demand, regions with significant housing shortages, or locations where new development could alleviate pressure on existing housing stock.
   - **Identify Housing Deserts.** GIS can also identify housing deserts where affordable housing options are scarce, helping the city target these areas for development incentives or policy interventions.

4. **Community Partnerships.**

   - **Collaboration with Local Organizations.** Partner with local non-profits, housing advocacy groups, and universities to gather data and insights. These organizations often have on-the-ground knowledge of housing challenges and can contribute to a more comprehensive assessment.
   - **Engagement with Real Estate Professionals.** Engage local real estate agents, brokers, and developers to gather market intelligence. Their perspectives can provide real-time insights into market trends, buyer/renter preferences, and potential future developments.

5. **Scenario Planning.**

   - **Scenario-Based Projections.** Develop multiple housing scenarios based on different assumptions about population growth, economic conditions, and policy changes. This approach helps the city prepare for a range of possible futures and ensures that housing strategies are robust and adaptable.
   - **Impact Analysis of Potential Developments.** Evaluate the potential impact of planned developments on housing needs. For instance, a large new commercial development might increase the demand for nearby workforce housing, while a new bus service could lead to a surge in housing demand along its route.

Regular housing needs assessments are not just a best practice; they are a necessity for South Lake Tahoe to remain responsive to its residents' needs. By employing a combination of surveys, data analysis, geospatial mapping, community partnerships, and scenario planning, the city can maintain a comprehensive and up-to-date understanding of its housing landscape. This proactive approach will enable South Lake Tahoe to prioritize housing initiatives effectively, allocate resources wisely, and ensure that all residents have access to affordable, suitable housing in the years to come.

Deploy Integrated Data Platforms

In today's rapidly changing urban environment, the ability to make informed, data-driven decisions is more critical than ever. South Lake Tahoe, like many municipalities, faces the challenge of managing complex housing needs and development projects across various city departments. The deployment of integrated data platforms is a transformative strategy that can greatly enhance the city's capacity to monitor, manage, and respond to housing issues in real-time. By creating a unified system that allows for seamless data sharing and collaboration among departments, South Lake Tahoe can improve the efficiency, accuracy, and effectiveness of its housing policies and urban planning efforts.

Importance of Integrated Data Platforms. The integration of data platforms is not just a technological upgrade; it is a fundamental shift in how city departments can operate and interact. Currently, data related to housing—such as zoning information, building permits, demographic trends, and housing market conditions—might be siloed within different departments, leading to inefficiencies and delays in decision-making. An integrated data platform would break down these silos, enabling a more coordinated approach to housing development.

For example, when planning a new housing project, having immediate access to up-to-date zoning laws, environmental regulations, and infrastructure data can prevent costly mistakes and ensure that the project aligns with the city's broader urban development goals. Moreover, by making this data accessible in real-time, the city can respond more swiftly to changes in the housing market, such as an unexpected increase in demand for affordable housing.

How Integrated Data Platforms Could Be Deployed. The deployment of integrated data platforms requires a strategic approach that involves both technological investment and organizational change. Following are several key steps and considerations for implementing such a system in South Lake Tahoe.

1. **Data Audit and Standardization.**

   - **Conduct a Comprehensive Data Audit.** The first step is to perform a thorough audit of the existing data across all city departments involved in housing and urban planning. This audit should identify what data is being collected, how it is stored, and any gaps or redundancies in the data.
   - **Standardize Data Formats.** To ensure seamless integration, it is essential to standardize data formats and definitions across departments. For example, standardizing how housing units are categorized (e.g., affordable vs. market-rate) will enable more accurate analysis and reporting.

2. **Implementation of a Centralized Data Platform.**

   - **Choose a Scalable Data Management System.** The city should invest in a centralized, cloud-based data management system that can grow with the city's needs. This system should support real-time data entry, updates, and retrieval, ensuring that all departments can access the most current information.
   - **Enable API Integration.** To facilitate communication between different software systems used by various departments, the platform should support API (Application Programming Interface) integration. This allows different systems to "talk" to each other, enabling the automated exchange of data and reducing manual data entry errors.

3. **Training and Change Management.**

   - **Provide Training for Staff.** Implementing a new data platform will require training for city staff to ensure they can effectively use the system. This training should cover data entry procedures, how to access and analyze data, and best practices for maintaining data accuracy and integrity.
   - **Promote a Culture of Data Sharing.** Successful deployment also requires a cultural shift. Departments must be encouraged to view data sharing as a collaborative effort that benefits the entire city. Leadership can foster this culture by highlighting the importance of data in achieving the city's housing goals.

4. **Real-Time Data Sharing and Analytics.**

   - **Deploy Real-Time Dashboards.** To maximize the utility of the integrated data platform, the city should develop real-time dashboards that provide key stakeholders with at-a-glance views of important metrics, such as housing supply, permit approvals, and project timelines. These dashboards can be customized for different departments, ensuring that each team has the information they need to make informed decisions.
   - **Implement Predictive Analytics.** Beyond just monitoring current data, the platform should incorporate predictive analytics capabilities. These tools can analyze historical data to forecast future housing needs, identify potential bottlenecks in development processes, and recommend proactive measures to address emerging challenges.

5. **Enhancing Public Engagement and Transparency.**

   - **Public Data Portals.** An integrated data platform can also support public engagement by making certain data accessible to residents through online portals. For example, the public could access information on upcoming housing developments, track progress on city projects, and provide feedback directly through the portal.
   - **Transparency Initiatives.** Increased transparency can build public trust and encourage community involvement in housing decisions. By making data publicly available, the city can demonstrate its commitment to open governance and allow residents to participate more fully in the planning process.

Examples of Successful Implementation. Several cities have successfully deployed integrated data platforms to manage housing and urban development more effectively:

- **New York City.** New York City's *NYC Planning Labs* initiative has created open-source data tools that integrate various datasets, such as zoning information, land use applications, and demographic data, into a single platform. This system has improved collaboration among city agencies and enhanced public access to planning data.

- **San Francisco.** The San Francisco Planning Department uses an integrated platform that combines GIS mapping, zoning regulations, and building permit data. This system enables planners to visualize the impact of potential developments in real-time, facilitating more informed and responsive decision-making.

- **Boston.** Boston's *Analyze Boston* platform is a centralized data repository that supports the city's housing and urban development efforts. By providing real-time access to data across departments, the platform has improved the city's ability to manage its housing stock and respond to community needs.

Deploying integrated data platforms is a strategic investment in the future of South Lake Tahoe's housing and urban planning efforts. By breaking down data silos, standardizing information, and enabling real-time data sharing, the city can create a more coordinated and efficient approach to managing its housing needs. This initiative will not only improve the effectiveness of housing policies but also enhance public transparency and trust, ensuring that South Lake Tahoe remains a vibrant and sustainable community for years to come.

Implement Real-Time Monitoring Systems

In the complex and fast-paced world of urban development, real-time monitoring systems are crucial for ensuring that housing projects are completed on time, within budget, and in alignment with community goals. For South Lake Tahoe, implementing these systems offers a powerful tool to track the progress of housing developments, identify emerging trends, and respond promptly to challenges. By leveraging real-time data, the city can make informed, timely adjustments to its housing strategies, ensuring they remain relevant to the needs of the community and responsive to economic changes.

Importance of Real-Time Monitoring Systems. Real-time monitoring systems are not just about keeping projects on track; they provide a continuous feedback loop that enables proactive management of the entire housing ecosystem. Without these systems, the city may only become aware of issues after they have already caused delays, increased costs, or misalignments with community objectives. By the time traditional reporting processes highlight a problem, it might be too late to correct course without significant disruption.

For example, if a housing development is delayed due to unforeseen construction issues, real-time monitoring could allow city officials to intervene immediately, potentially resolving the problem before it causes further delays. Similarly, monitoring occupancy rates in real-time can help the city identify and address housing shortages or surpluses more quickly, ensuring that housing supply meets demand without significant lag.

Key Components of Real-Time Monitoring Systems. To effectively implement real-time monitoring systems, South Lake Tahoe should focus on several key components that will ensure comprehensive oversight of housing developments and their impacts on the community:

1. **Construction Progress Monitoring.**

    - **Digital Project Management Tools.** Deploy digital project management tools that allow contractors, city officials, and developers to track construction progress in real-time. These tools should provide updates on key milestones, such as the completion of foundational work, framing, and final inspections, and highlight any delays or deviations from the project timeline.

- **Drones and Remote Sensing.** Utilize drones and remote sensing technology to monitor large construction sites. These technologies can provide real-time visual data, enabling city officials to assess the progress of construction and identify potential issues, such as safety violations or environmental impacts, from a distance.

2. **Occupancy and Leasing Monitoring.**

- **Real-Time Occupancy Tracking.** Implement systems that track the occupancy rates of new and existing housing developments in real-time. This can include integration with property management software that updates when units are leased, vacant, or under maintenance. By monitoring these rates, the city can quickly identify trends, such as rising vacancies or high demand in specific areas and adjust its housing strategies accordingly.
- **Tenant and Landlord Reporting Platforms.** Encourage the use of digital platforms where tenants and landlords can report issues, request maintenance, or update lease statuses. This data can be aggregated to monitor the health of the rental market and address problems, such as widespread maintenance issues or tenant displacement, as they arise.

3. **Infrastructure and Service Impact Monitoring.**

- **Smart Infrastructure Sensors.** Deploy sensors that monitor the impact of housing developments on local infrastructure, such as water usage, traffic congestion, and public transportation. These sensors can provide real-time data on how new developments are affecting the city's infrastructure, allowing for timely adjustments to services and resources.
- **Environmental Monitoring Systems.** Implement environmental monitoring systems that track the impact of housing developments on local ecosystems. For example, sensors can monitor air and water quality around construction sites, ensuring that developments comply with environmental regulations and do not harm the surrounding natural environment.

4. **Data Integration and Analysis.**

- **Centralized Data Dashboards.** Develop centralized dashboards that aggregate data from all real-time monitoring systems. These dashboards should provide city officials with an at-a-glance overview of key metrics, such as project progress, occupancy rates, and infrastructure strain, enabling quick decision-making and response.
- **Predictive Analytics.** Incorporate predictive analytics into the monitoring systems to forecast potential issues before they arise. For instance, if data indicates that construction delays are likely due to upcoming weather patterns or supply chain disruptions, the city can proactively work with developers to mitigate these risks.

5. **Community Engagement and Transparency.**

- **Publicly Accessible Monitoring Tools.** Create publicly accessible online tools where residents can view real-time data on housing developments, such as construction timelines, expected completion dates, and the impact on local services. This transparency can build trust with the community and ensure that residents feel informed and involved in the development process.
- **Feedback Mechanisms.** Implement feedback mechanisms that allow residents to report issues related to housing developments in real-time, such as noise complaints or safety concerns. This data can be integrated into the monitoring systems, enabling the city to address community concerns promptly.

Examples of Successful Implementation. Cities across the world have successfully implemented real-time monitoring systems to enhance their urban planning and housing development efforts.

- **Singapore.** Singapore's Urban Redevelopment Authority (URA) uses real-time monitoring systems to manage the city's dense urban environment. By integrating data from multiple sources, including construction sites and infrastructure sensors, the URA can monitor the progress of housing developments and their impact on the city in real-time.

- **Amsterdam.** Amsterdam employs real-time data monitoring to manage its housing market, including tracking rental prices, occupancy rates, and housing shortages. This data allows the city to quickly identify trends and implement policies that address housing affordability and availability.

- **Toronto.** Toronto's *Building Toronto Together* initiative includes real-time monitoring of construction progress and occupancy rates across the city. The system provides city officials with up-to-date information that guides housing policy and ensures that developments meet the City's strategic goals.

Implementing real-time monitoring systems is essential for South Lake Tahoe to maintain control over its housing development projects and ensure that they align with the city's broader goals. These systems provide the real-time data needed to make informed decisions, anticipate and address challenges, and keep projects on track. By investing in technology that monitors construction progress, occupancy rates, infrastructure impact, and more, South Lake Tahoe can create a responsive, adaptable housing strategy that serves the needs of its residents both now and in the future.

Increase Community Engagement

Community engagement is a cornerstone of effective urban planning and housing policy development. Involving residents in the data collection and analysis processes ensures that the city's strategies are not only data-driven but also reflective of the diverse needs and experiences of its population. By fostering a

participatory approach, South Lake Tahoe can make more inclusive and representative decisions, leading to housing policies that are better aligned with community needs. Moreover, this engagement builds trust between residents and city officials, creating a sense of ownership and collaboration that is crucial for the successful implementation of any urban development initiative.

Importance of Community Engagement. The value of community engagement lies in its ability to bring a wide range of perspectives to the table. Traditional top-down approaches to urban planning often overlook the nuances of local needs, resulting in policies that may not fully address the concerns of all residents. Engaging the community helps to mitigate this risk by ensuring that the voices of those who are directly affected by housing policies—such as low-income families, seniors, and young professionals—are heard and considered in the decision-making process.

For example, a housing policy developed without community input might prioritize luxury developments that do not meet the needs of the local workforce. By contrast, a policy shaped by community engagement is more likely to include provisions for affordable housing, senior living facilities, and other critical needs. Furthermore, community involvement can identify specific barriers that residents face, such as difficulties in accessing housing services or concerns about neighborhood safety, which might not be evident through data alone.

Methods for Increasing Community Engagement. To effectively engage the community, South Lake Tahoe can employ a variety of strategies designed to reach different segments of the population and gather comprehensive insights:

1. **Surveys and Questionnaires.**
    - **Digital and Paper Surveys.** Distribute surveys both digitally and in paper form to ensure accessibility for all residents. These surveys can ask about residents' housing situations, preferences, challenges, and ideas for improvement. To encourage participation, the city can offer incentives, such as small gift cards or entries into a raffle.
    - **Targeted Surveys.** Conduct targeted surveys for specific groups, such as renters, homeowners, seniors, or new residents. This approach allows the city to gather detailed information relevant to each group's unique experiences and needs.
2. **Focus Groups.**
    - **Diverse Representation.** Organize focus groups with diverse representation from across the community, including different age groups, income levels, and cultural backgrounds. These groups should discuss specific housing issues, such as affordability, access to services, or the impact of new developments on existing neighborhoods.

- **Facilitated Discussions.** Employ trained facilitators to guide focus group discussions, ensuring that all voices are heard, and that the conversation remains productive. Facilitators can help to uncover deeper insights by asking probing questions and encouraging participants to share their personal experiences.

3. **Public Forums and Town Hall Meetings.**

- **Regular Town Halls.** Hold regular town hall meetings where residents can voice their concerns, ask questions, and provide feedback on proposed housing policies. These meetings should be widely advertised and held at accessible times and locations to maximize participation.
- **Interactive Workshops.** Organize interactive workshops where residents can participate in the planning process by working on mock housing projects, voting on different policy options, or mapping out their ideal neighborhood. These hands-on activities can make the engagement process more tangible and meaningful for participants.

4. **Community Partnerships.**

- **Collaborate with Local Organizations.** Partner with local nonprofits, neighborhood associations, and advocacy groups to reach underrepresented populations. These organizations can help distribute surveys, recruit focus group participants, and organize community events, leveraging their existing relationships and trust within the community.
- **Youth and School Involvement.** Involve schools and youth organizations in the engagement process by organizing workshops or essay contests on housing and community development. Engaging younger residents not only provides valuable insights but also fosters a sense of civic responsibility and involvement from an early age.

5. **Digital Engagement Platforms.**

- **Online Portals and Social Media.** Create an online portal where residents can access information about housing developments, provide feedback, and participate in polls or discussions. Social media platforms can also be used to engage residents, share updates, and solicit input through comments or direct messages.
- **Virtual Meetings and Webinars.** Host virtual meetings and webinars to accommodate residents who may not be able to attend in-person events. These digital tools can increase participation by making it easier for people to engage from the comfort of their homes.

6. **Citizen Advisory Committees.**

    - **Establish Advisory Committees.** Form citizen advisory committees that include residents from different parts of the city. These committees can meet regularly to review housing policies, provide input on new initiatives, and act as a liaison between the community and city officials.
    - **Rotating Membership.** To ensure that the advisory committees remain representative, consider rotating membership every year or two. This approach allows new voices to contribute while maintaining continuity in the committee's work.

Examples of Successful Community Engagement. Several cities have successfully implemented community engagement strategies in their urban planning processes:

- **Portland, Oregon.** Portland's Office of Community & Civic Life uses a model called *Community Connect* to engage residents in city planning. This program involves neighborhood coalitions, focus groups, and community forums that have significantly influenced the city's housing and transportation policies.

- **Boston, Massachusetts.** The *Imagine Boston 2030* initiative involved extensive community engagement, including over 14,000 residents participating in surveys, workshops, and public meetings. The insights gathered from this process have guided the city's long-term planning efforts, particularly in housing and economic development.

- **Austin, Texas:** Austin's *Community Engagement Division* employs a multi-faceted approach to involve residents in planning processes, including using digital tools, in-person forums, and partnerships with local organizations. This engagement has been critical in shaping the city's affordable housing strategies.

Increasing community engagement in data collection and analysis processes is essential for creating housing policies that truly reflect the needs of South Lake Tahoe's residents. By involving the community through surveys, focus groups, public forums, partnerships, and digital platforms, the city can gather rich, diverse insights that enhance the quality of its data and the effectiveness of its decision-making. This participatory approach not only leads to more inclusive and representative policies but also builds a stronger, more collaborative relationship between the city and its residents, fostering a sense of shared responsibility for the community's future.

Conclusion

The implementation of comprehensive data collection and analysis systems is a foundational step towards achieving the housing and development goals of South Lake Tahoe. By prioritizing regular

needs assessments, integrated data platforms, real-time monitoring, and community engagement, the city can build a data-driven approach to urban planning that is both responsive and sustainable.

Public and Private Financing

Both infrastructure and vertical construction elements of a commercial or residential project have opportunities for innovative financial structuring.

Infrastructure Financing Sources

- **Enhanced Infrastructure Financing Plans:** (EIFD) have historically been used by redevelopment agencies to raise funds for infrastructure improvements, land assembly, housing, and other projects in areas that are being revitalized. EIFD is financed through tax increments generated from the growth in value of property within the designated district boundary.
  Following are some EIFD examples, and further detail can be found at: https://caled.org/wp-content/uploads/2023/07/05.04.23_CALED_TIF_2ndEdition.pdf. The example list below includes two notable projects located in Sacramento, namely West Sacramento, for the benefit of West Sacramento, and Aggie Square, for the benefit of the City of Sacramento. Formation of EIFDs do not require voter approval, but a 55% vote approval is required for EIFD's issuance of bonds, which has seen a high success rate in urban areas. The table below describes example locations and use of funds in California.

EIFDs in California as of August 2022

TIF District Name	Location	County	Transport & Parking	Housing	Water, Sewer & Drainage	Parks & Rec.	Public Safety	Other
West Sacramento EIFD No. 1	City of West Sacramento	Yolo	●	●	●	●		●
San Diego Otay Mesa EIFD	City of San Diego	San Diego	●		●	●	●	●
Riverstone EIFD No. 2018-3	County of Madera	Madera	●			●		
Tesoro Viejo EIFD No. 2018-1	County of Madera	Madera	●			●		●
Sacramento Stadium Area EIFD	City of Sacramento	Sacramento	●		●			
Crows Landing Industrial Business Park EIFD	Stanislaus County	Stanislaus	●		●			
La Verne EIFD	City of La Verne	Los Angeles	●		●			●
Fresno EIFD	City of Fresno	Fresno	●					
Placentia EIFD	City of Placentia	Orange	●		●			●
Riverwalk EIFD No. 2020-1	County of Madera	Madera	●			●		
West Carson EIFD	County of Los Angeles	Los Angeles	●	●		●		●
Aggie Square EIFD	City of Sacramento	Sacramento	●	●	●	●		●
Temecula Valley Wine Country EIFD	County of Riverside	Riverside	●			●		●
Palmdale EIFD	City of Palmdale	Los Angeles	●		●	●		●
Humboldt County Samoa Peninsula EIFD	County of Humboldt	Humboldt						●

Transport & Parking · Housing · Water, Sewer & Drainage · Parks & Rec. · Public Safety · Other

California Association for Local Economic Development
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These charts were created by CALED's Economic Development, Finance, and Real Estate (EDFRE) Committee.
Learn more about EDFRE at https://caled.org/everything-ed/caleds-economic-development-finance-real-estate-committee/

- **IBank:** California state supported infrastructure financing is deeply supported by the California Infrastructure and Economic Development Bank (www.ibank.com.gov/loan/infrastructure). IBank has supported numerous cities throughout California, including Pittsburgh, Santa Cruz, Laguna Beach, Escondido, Sacramento, and San Diego, to name a few. An IBank representative can be contacted to present an in-depth overview of their program through the above URL.

IBank's programs also include climate financing, which presents an additional component through which the city can source funding to mitigate climate impact by incorporating housing such as solar or programs like onsite water retention, low water demand appliances, and landscaping design to name a few. In general, $1,000,000—$65,000,000 threshold amounts are considered with terms of up to 30 years.

- **Community Finance District (CFD):** CFDs are private underwriting and special assessment bonds issued where the final funded amount is based on the full tax assessment of the collective improved parcels. A CFD is generally utilized where no other source of financing is available and in which a specific boundary is set up where the levied taxes are then applied to improvements within that designated area. The funding can be provided through the Mello-Roos Community Act of 1982. The special tax district requires two thirds voter approval, making support approval more challenging.
- **Revenue Bonds** are a class of municipal bonds that generally require repayment from the income created from the investments. Stadium financing is a common example of this application. In the case of housing, other options presented in this section would be more appropriate.
- **General Obligation Bonds:** next to EIFDs or CFDs, these bonds are attractive for local government, but two thirds voter approval is required.
- **AB 930** (pending legislative approval) will allow local governments to create an infrastructure financing district specifically referred to as a Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE). If passed, AB930 enactment will take several more months before funding is available. The bill has passed its first committee approval. Qualifying parameters are as follows:
    - Districts must submit plans in compliance with state standards.
    - A minimum of 20% of all new housing must be affordable, and a minimum of 50% of the funds must be spent on infill supportive infrastructure, including water, sewer, energy improvement, environmental cleanup, sidewalks, parks, transit facilities, and economic development.

      Note:
        - RISE districts will have access to TIF comprised of local property, sales and use tax increments, and state sales tax increment.
        - RISE financed projects must pay prevailing wages to construction workers, among other labor standards.

Vertical Construction/Redevelopment Financing Sources

Adoption of the following policies will increase transparency and efficiency in the City of South Lake Tahoe's redevelopment/development investment efforts.

- Share information online about the city's approximate construction costs including examples. . The costs do not have to be precise, but should be indicative of overall project costs, if available. Clearly disclose the initial development application process, plan check process, and all related fees (application, building permit, sewer, water, etc.). This will increase awareness of a potential development's feasibility.
    - If costs are not available, at a minimum provide a list of contractors, civil engineers, and architects as a resource. This information will assist out-of-state, and/or out-of-region interested parties who are considering investing in the City of South Lake Tahoe.
    - Create forms to facilitate application and remittance of fees to standardize content, incorporating TRPA required information. The goal is to ensure the applicant is provided complete information, eliminating (or reducing) back and forth time requesting additional information.
- Contact with each city department, including the Tahoe Regional Planning Authority (TRPA), should be located at a single site access point on the city's website under "Planning." As a best practice, any re-development/development application should also require TRPA to be brought in at the time of initial application.
    - With any initial application, allow the applicant a forum in which initial feedback from all departments (fire, planning, engineering etc.) is provided in one meeting at one time to maximize feedback and minimize the risk of the initial application being circulated in a potential time-consuming loop of internal meetings. This feedback mechanism avoids any loss of customer connectivity.
- Post all department fees (permit fees, impact fees, and related calculations), including examples of how calculations are determined.
- Ideally, generate/create (or source externally) project feasibility development budgets for city owned buildable parcels to test financial feasibility. The hypothetical development budgets/feasibility studies should be based on the city specific property zoning and property types that the city would envision being developed for the parcel. Such an exercise allows for a base case understanding of the economic feasibility of small redevelopment or larger projects by city staff and elected officials.
    - The value of this exercise is to determine alternate mechanisms, such as ground lease or joint venture or tax incentives, should select parcels be determined to be impractical for development.
    - The cost determination exercise would also prompt zoning change considerations, such as higher density or mixed-use zoning. Higher costs would likely be absorbed over a higher unit count or higher overall project square footage.
- Establish relationships with other cities facing similar challenges as the City of South Lake Tahoe to source best practices for expediting planning approval. Other cities would equally benefit, and

inclusion of the Tahoe Regional Planning Authority within best practices would facilitate deeper overall alignment.

Incentives

Financial and related incentives directed at private investment are an important and effective way to stimulate redevelopment and new construction.

- Low Income Housing Tax Credits (LIHTC) are federally allocated tax credits and should be explored as a funding source. This information should be shared with users and developers in any RFP issued statement where housing is an integral component.
- Identify all surplus property suitable for redevelopment. High priority sites should be considered for enhanced incentives. The application of an incentive program supports acceleration of re-development/development of high priority sites. Examples of direct financing incentives include the creation of a ground lease program, lowering out-of-pocket costs to the developer. In this case the lease rate/term should provide an adequate duration to recapture the land market value through a recapture method. Upon sale of property, for example, amortize the land value amount over the lease payment term duration (in essence a sale lease back).
- Joint venture with private sector on high value locations through a competitive process.
    - A simple but effective method of a joint venture could be a land contribution with deed restrictions, such as dedication to low-income housing, creation of a green belt or natural preservation of land, higher density, or LEED certified project.
- Properties owned by the City of South Lake Tahoe and identified by the city for sale should be offered through a competitive bid process, particularly if land held is subject to AB 1486 subsequently modified in 2020 (AB1486)—The Surplus Land Act. The Act requires public agency owned land for sale must first expose the property to a state published list of affordable housing developers.
    - This is a standard approach to providing market awareness of a potential development. Maximizing information with the initial RFP would generate the most initial interest. Examples are maximum developable units per acre, market rate rents vs low income, and incentives if deemed prudent by the city to prompt or spur site specific activity.
- Establish development parameters (on city website and outreach programs) including design, use, and other characteristics to allow fast track development.
    - A fast-track example would be submission of a city provided single family floor plan and design elements pre-approved by planning for standard lot size or lot configuration.
    - Provide a committed feedback timeline statement for building plan checks, such as 6-4-2 plan review process whereby initial building plan feedback is provided within 6 weeks. The second submission for building plan changes and respective feedback is provided in 4 weeks, and final approval is provided in 2 weeks.

Intentional Economic Development

South Lake Tahoe faces challenges including an affordable housing crisis, environmental preservation concerns, tourism dependency, wildfire risk, infrastructure and traffic congestion, social and economic inequality, limited health and social services, and climate change impacts. Economic development can play a vital role in addressing these challenges by diversifying the economy, supporting affordable housing development, enhancing workforce development, promoting environmental sustainability, improving infrastructure, and fostering community engagement. Collaboration among various sectors and stakeholders is crucial for implementing effective solutions. Case studies from other successful ski resort towns highlight best practices in areas such as land use, economic diversification, and community engagement, offering valuable insights for South Lake Tahoe's path towards sustainable and resilient economic growth.

South Lake Tahoe has a unique and complex challenge that can be an opportunity—the number of regulatory authorities and related economic development entities such as the Tahoe Regional Planning Authority (two states and their federal-based authority), South Lake Tahoe government agencies, California state and El Dorado governments, Sierra Economic Development District, Tahoe Prosperity Center, Lake Tahoe Visitors Authority, Tahoe Chamber of Commerce, among countless other partners in progress for South Lake Tahoe's approach to resilient economic prosperity. This can become an opportunity with intentional economic development strategies, planning, and implementing actions specific to South Lake Tahoe. This foundation is necessary to successfully implement many of the recommendations in this report and challenges discussed with stakeholders.

Overarching Challenges Facing South Lake Tahoe

South Lake Tahoe, like many other mountain resort towns, faces a range of challenges that are intricately linked to its unique environment, economy, and social dynamics. These challenges are complex and multifaceted, affecting both residents and the town's ability to sustain its long-term vitality.

1. Affordable Housing Crisis

One of the most pressing issues in South Lake Tahoe is the lack of affordable housing. The town's popularity as a tourist destination has driven up real estate prices, making it difficult for local residents and workers to find affordable housing. Seasonal workers, who are crucial to the local economy, often struggle to secure housing, leading to a transient population and a shortage of stable, year-round residents. This shortage of affordable housing has a ripple effect, contributing to workforce shortages in essential sectors like hospitality, healthcare, and education.

2. Environmental Preservation

South Lake Tahoe is renowned for its stunning natural beauty, particularly Lake Tahoe itself, one of the clearest and deepest lakes in the world. And the Tahoe Regional Planning Authority is the primary unique regulatory entity that supports this. However, this environment is under constant threat from pollution, climate change, and overdevelopment. The challenge for South Lake Tahoe is balancing economic growth with environmental preservation. Increased tourism and development put pressure on natural resources, leading to issues such as water quality degradation, loss of wildlife habitat, and forest health decline. Managing this balance is crucial to maintaining the town's appeal and ecological health.

3. Tourism Dependency

The economy of South Lake Tahoe is heavily dependent on tourism, particularly the ski industry in the winter and outdoor recreation in the summer. This dependency makes the town vulnerable to economic downturns and fluctuations in tourist numbers due to factors like weather conditions, wildfires, and broader economic trends. For example, poor snowfall in winter can significantly reduce tourist numbers, impacting local businesses and employment. Similarly, wildfires, which have become more frequent and intense due to climate change, can lead to evacuations, reduced air quality, and a decline in visitor numbers.

4. Wildfire Risk

The risk of wildfires is a growing concern for South Lake Tahoe. The region's forests are increasingly susceptible to wildfires due to a combination of factors, including prolonged drought, higher temperatures, and accumulated forest fuels. The 2021 Caldor Fire, which forced the evacuation of South Lake Tahoe, underscored the town's vulnerability to these natural disasters. Wildfires pose a direct threat to life and property, but they also have long-term consequences for tourism, air quality, and the overall health of the forest ecosystem.

5. Infrastructure and Traffic Congestion

South Lake Tahoe's infrastructure, including roads, public transportation, and utilities, is often strained by the influx of tourists, especially during peak seasons. Traffic congestion is a significant issue, particularly on weekends and holidays when the town experiences an influx of visitors. The limited road network and the town's geographic constraints exacerbate these problems, leading to long delays and a negative experience for both residents and tourists. Upgrading infrastructure to accommodate the town's seasonal population swings is challenging, both logistically and financially.

6. Social and Economic Inequality

There is a growing disparity between the affluent visitors and second-home owners who frequent South Lake Tahoe and the lower-income residents who work in the service industry. This economic divide has led to social tensions and a sense of exclusion among long-term residents, who feel marginalized by the town's focus on catering to tourists and wealthy part-time residents. The high cost of living, coupled with relatively low wages in the service sector, exacerbates these inequalities and creates challenges in retaining a stable, year-round workforce.

7. Health and Social Services

Access to health and social services is another challenge in South Lake Tahoe, particularly for lower-income residents and seasonal workers. The town's remote location and relatively small size limit the availability of healthcare facilities, mental health services, and social support programs. This can make it difficult for residents to access the care they need, particularly during the off-season when the town's population decreases, and some services may be reduced.

8. Climate Change

Finally, climate change poses a long-term threat to South Lake Tahoe. Warmer temperatures and changing precipitation patterns are affecting snow levels, which in turn impacts the ski industry—a major economic driver for the town. Additionally, climate change is contributing to the increased frequency and intensity of wildfires, as well as changes in the lake's ecosystem. These environmental shifts could have profound implications for South Lake Tahoe's economy, environment, and way of life.

Addressing these challenges requires comprehensive planning, community engagement, and a commitment to sustainable development that balances economic growth with the preservation of South Lake Tahoe's unique natural and social environment.

Foundation for Intentional and Resilient Economic Development

Through a strategic blend of policies, regulations, plans, incentives, and taxes, the City of South Lake Tahoe can lay a robust foundation for resilience that hinges on cross-sector collaboration among all levels of government, non-governmental organizations, the private sector, and the community. This comprehensive approach ensures that every stakeholder is engaged in the collective effort to build and sustain a resilient community.

It is necessary to have a skilled economic developer that represents the mission, vision, and needs of the City of South Lake Tahoe, whether it is a retained consulting firm, new organization or agency, or a dedicated full time city employee or employees. Intentional economic development is the foundation for

virtually all the challenges discussed in this report. Ideal economic developers include the following skill sets to build an intentional resilient economy:

Coordination is key to achieving this goal. By developing clear plans and strategies, establishing task forces, and setting well-defined outcomes, the city can align efforts across sectors and ensure that resources are directed toward the most impactful initiatives. Prioritizing funding based on coordinated plans allows the city to address the most pressing challenges first, ensuring that actions are both strategic and effective. Cross-sector collaboration enhances coordination, ensuring that all voices are heard and that solutions are comprehensive and inclusive. This is particularly important for a city like South Lake Tahoe that has so many stakeholders.

Understanding and managing the **consequences** of these efforts is equally important. By adhering to leading practices and establishing minimum standards, the city can ensure that all initiatives meet a baseline of quality and effectiveness. Setting clear timelines and managing expectations are crucial components of this process, as they provide a roadmap for progress and help maintain accountability. When all stakeholders are aware of what is expected and when it is expected, the likelihood of successful outcomes increases.

Building **capacity** within and across organizations is fundamental to sustaining efforts over the long term. Effective management of funding and grants, coupled with a commitment to transparency, ensures that resources are used efficiently and ethically. Sustainability must be at the core of capacity-building efforts, as it ensures that the strategies implemented today will continue to provide benefits well into the future. By strengthening the foundational capacities of its organizations, the city enhances its ability to adapt and thrive in the face of challenges.

Developing strong **capabilities** in project management, procurement, relationship-building, and networking is essential for the successful implementation of strategies. Effective project management ensures that initiatives are completed on time and within budget, while strategic procurement practices ensure that resources are acquired efficiently. Relationship-building and networking are critical for fostering collaboration and partnership across sectors, enabling the sharing of knowledge, resources, and best practices. These capabilities are the engines that drive the successful execution of plans and the realization of a shared vision for a resilient community.

By focusing on coordination, managing consequences, building capacity, and developing key capabilities, the city of South Lake Tahoe can create a resilient foundation that supports sustainable growth and prosperity. Through cross-sector collaboration, the strengths of all stakeholders are leveraged to achieve outcomes that are greater than the sum of their parts, ensuring that the community is well-prepared to face the challenges of today and tomorrow.

Significance of Intentional and Resilient Economic Development

The interconnectedness of government, infrastructure, health and social services, economic sectors, natural and cultural resources, and housing forms the foundation of a thriving and resilient community. Each sector plays a vital role in supporting and reinforcing the others, creating a dynamic system where the well-being of residents and the overall prosperity of the community are mutually sustained. That being said, the economic sector is typically the glue that ties the sectors together for the short and long term.

The **Economic Sector** drives the community's prosperity, creating jobs, generating income, and providing the resources needed to invest in other sectors. Economic growth depends on infrastructure to support business operations, a healthy workforce to sustain productivity, and adequate housing to attract and retain talent. Economic policies and activities must also consider the preservation of natural and cultural resources, as these assets contribute to the community's attractiveness and long-term sustainability.

Housing is a critical component that intersects with all other sectors. Affordable and accessible housing is essential for attracting and retaining residents, supporting workforce stability, and ensuring that all members of the community have a safe place to live. Housing development must be carefully planned in conjunction with infrastructure expansion, health services, and environmental preservation to create sustainable, livable communities. Adequate housing also supports social equity, reducing the strain on health and social services by providing stable living conditions for all local residents.

Government serves as the central coordinator, setting policies, allocating resources, and ensuring that all sectors work together harmoniously. Effective governance is crucial for creating a stable environment where infrastructure projects can be planned and executed, health and social services are adequately funded, and economic growth is fostered. Government policies also play a significant role in the preservation of natural and cultural resources, which are essential for maintaining the community's identity and environmental health.

Infrastructure provides the physical foundation necessary for all other sectors to function. Reliable transportation, utilities, and communication networks enable economic activities, support health services, and ensure that housing developments are accessible and sustainable. Well-planned infrastructure connects residents to jobs, healthcare, education, and social services, contributing to a higher quality of life and fostering economic resilience.

Health and Social Services are directly tied to both infrastructure and housing. Accessible healthcare, public education, and social support systems are critical for maintaining a healthy workforce and addressing the needs of vulnerable populations. These services rely on robust infrastructure to deliver care effectively and depend on adequate housing to ensure that all residents have a safe and stable

environment in which to live. A healthy population, in turn, supports economic productivity and reduces the burden on social services.

Natural and Cultural Resources are integral to a community's identity and quality of life. These resources not only provide environmental benefits but also support economic activities such as tourism, recreation, and agriculture. Preserving natural landscapes and cultural heritage requires coordinated efforts between government, economic planning, and infrastructure development. Protecting these resources ensures that they continue to enhance the community's social fabric and economic potential.

These sectors are deeply interconnected, each influencing and supporting the others to create a holistic system that drives the overall health, prosperity, and resilience of the community. Effective coordination and integration across these areas are essential for fostering sustainable development and improving the quality of life for all residents.

Core Principles of Intentional and Resilient Economic Development

Enhancing the quality of life is crucial for economic development as it attracts residents, workers, and businesses. This involves investing in amenities, public services, and a healthy environment. Business retention and expansion are also vital for economic vitality, requiring support for existing businesses and strategic outreach to new industries. Diversifying industries, fostering a resilient supply chain, promoting entrepreneurship and innovation, and supporting small businesses are key strategies. Additionally, workforce development and talent attraction and retention are essential, along with ensuring site readiness and strategic land use planning. These factors contribute to long-term economic success:

Enhancing the **quality of life** is a fundamental pillar of economic development, as it directly impacts the ability to attract and retain residents, workers, and businesses. A high quality of life, characterized by excellent amenities, robust public services including schools, and a healthy environment, makes a community more attractive to potential residents and businesses alike. Investments in parks, cultural institutions, and infrastructure, alongside efforts to ensure safety and sustainability, are crucial to fostering a thriving community in which people want to live and businesses want to invest.

Business retention and expansion are critical to sustaining economic vitality. By supporting existing businesses through tailored programs, local governments can help them navigate challenges and seize opportunities for growth. This not only preserves jobs but also strengthens the local economy by reinforcing the foundations of the community's business ecosystem. Providing resources, facilitating networking, and reducing barriers are essential strategies to ensure businesses can thrive and expand within the community. These strategies not only require consistent outreach, networking, and communication with the existing business community and developers but also strategic outreach to new industries, developers, businesses, and site selectors.

Industry diversification is key to building a resilient economy. Relying too heavily on a single industry can make a community vulnerable to economic downturns. By encouraging the development of various industries, communities can mitigate risks and create a more balanced economy. Diversification efforts might include fostering emerging sectors, supporting local startups, and attracting new industries that align with the community's strengths and values.

A **resilient supply chain** is vital for ensuring the stability of local businesses, especially in times of crisis. Developing and maintaining strong, diverse supply chains that can adapt to disruptions is essential for the uninterrupted flow of goods and services. Strategic partnerships, local sourcing, and investments in infrastructure can help create a supply chain that is robust, flexible, and capable of withstanding economic shocks.

Promoting **entrepreneurship and innovation** is crucial for economic growth and competitiveness. Supporting entrepreneurs through incubators, mentorship programs, and access to resources fosters a culture of innovation that can lead to the creation of new businesses and industries. By encouraging creativity and providing the tools needed to turn ideas into viable businesses, communities can spur economic development and job creation.

Small business support and access to capital are essential for nurturing the local economy. Small businesses are often the backbone of communities, providing jobs and unique services. Ensuring that these businesses have access to the capital they need, whether through loans, grants, or investment programs, is vital for their growth and sustainability. Additionally, providing technical assistance and networking opportunities can help small businesses thrive in competitive markets.

Workforce development and talent retention and attraction are critical to meeting the needs of local employers and fostering economic growth. By investing in education, training programs, and workforce development initiatives, communities can ensure their workforce has the skills needed for current and future jobs. Additionally, strategies to attract and retain talent, such as creating desirable living conditions and offering career advancement opportunities and affordable housing, are key to building a strong, dynamic workforce.

Site readiness, land use, and real estate inventory are important factors in economic development. Ensuring that land and real estate are ready for development, with appropriate zoning and infrastructure in place, makes a community more attractive to potential investors. Strategic land use planning can facilitate growth, support sustainable development, and help maintain a balance between residential, commercial, and industrial needs, ultimately contributing to the community's long-term economic success.

A multifaceted approach to economic development is essential for South Lake Tahoe's long-term success. Enhancing the quality of life, supporting existing businesses while attracting new ones, diversifying

industries, and investing in workforce development, infrastructure, and affordable housing are all crucial components of a thriving and resilient economy. By prioritizing these areas and fostering collaboration among various stakeholders, South Lake Tahoe can create a sustainable and prosperous future for its residents and businesses alike.

Intentional Economic Development in South Lake Tahoe

Economic development can play a critical role in supporting South Lake Tahoe by addressing several of the town's most pressing challenges, including affordable housing, environmental sustainability, and the diversification of its economy with skilled economic developers. Following are some high level, general ways economic development initiatives can benefit South Lake Tahoe with city-focused economic developers.

1. Diversification of the Economy

South Lake Tahoe's economy is heavily dependent on tourism, which makes it vulnerable to fluctuations caused by seasonal changes, economic downturns, and environmental factors like wildfires and droughts. Economic development efforts could focus on diversifying the local economy by attracting and supporting industries beyond tourism. These could include:

- **Promoting Remote Work:** With the rise of remote work, South Lake Tahoe could attract professionals who can work from anywhere. By enhancing digital infrastructure, creating coworking spaces, and marketing the town as a desirable place for remote workers, the town can attract a new demographic that contributes to the local economy year-round.

- **Encouraging Green and Blue Economies:** Leveraging its natural environment, South Lake Tahoe can promote industries related to renewable energy, environmental conservation, and sustainable outdoor recreation. Supporting businesses in these sectors can create jobs that align with the town's environmental values.

- **Supporting Local Entrepreneurship:** Encouraging and supporting local entrepreneurship can help diversify the economy. Providing resources such as business incubators, grants, and mentorship programs can help local residents start businesses in sectors like technology, healthcare, and sustainable agriculture.

2. Affordable Housing Development

Economic development initiatives can directly support affordable housing by:

- **Creating Incentives for Affordable Housing:** Local governments can work with developers to create incentives for building affordable housing, such as tax breaks, subsidies, and streamlined

permitting processes. This can help bridge the gap between high land and construction costs and the need for affordable units.

- **Public-Private Partnerships:** Economic development can foster partnerships between the public sector, private developers, and non-profits to create affordable housing. These partnerships can leverage different funding sources and expertise to build and manage housing that meets the needs of the local workforce.

- **Utilizing Economic Development Funds:** Allocating a portion of economic development funds to affordable housing projects can help finance the construction of new units or the rehabilitation of existing properties. This approach ensures that housing is prioritized as part of the town's broader economic strategy.

3. Workforce Development

A strong and well-trained workforce is essential for economic development. South Lake Tahoe can enhance workforce development by:

- **Investing in Education and Training:** Developing local talent through vocational training, apprenticeship programs, and partnerships with local colleges can ensure that residents have the skills needed for high-demand jobs. This is particularly important in sectors like healthcare, technology, and green industries.

- **Supporting Seasonal Workers:** Given the town's reliance on seasonal workers, economic development efforts can focus on providing these workers with stable employment and housing options. This could include developing year-round employment opportunities and creating workforce housing solutions that cater specifically to seasonal workers.

- **Attracting and Retaining Talent:** Creating a vibrant community with affordable housing, quality education, and recreational opportunities can help attract and retain talent. Marketing South Lake Tahoe as a great place to live and work, not just visit, can help build a more stable, year-round population.

4. Environmental Sustainability

South Lake Tahoe's natural environment is both a major asset and a key factor in its long-term economic success. Economic development initiatives can support environmental sustainability by:

- **Promoting Eco-Tourism:** By focusing on sustainable tourism practices, South Lake Tahoe can attract visitors who are interested in low-impact activities like hiking, cycling, and eco-friendly

accommodations. This approach can help protect the environment while still benefiting from tourism.

- **Supporting Renewable Energy Projects:** Investing in renewable energy projects, such as solar or wind power, can reduce the town's carbon footprint and create jobs in the green energy sector. Economic development initiatives can include incentives for businesses and homeowners to adopt renewable energy solutions.

- **Incorporating and Embracing Sustainable Development Practices Already in Place:** Ensuring that new developments adhere to environmentally sustainable practices can help preserve the natural beauty and resources of South Lake Tahoe. Economic development policies can encourage or require developers to incorporate green building practices, energy efficiency, and water conservation measures into their projects.

5. Infrastructure Improvements

Infrastructure is a key component of economic development. By improving infrastructure, South Lake Tahoe can support economic growth and enhance the quality of life for residents and visitors alike:

- **Upgrading Transportation Infrastructure:** Improving roads, public transportation, and pedestrian-friendly pathways can alleviate traffic congestion and make it easier for residents and tourists to navigate the town. Enhanced transportation infrastructure can also support economic growth by improving access to businesses and reducing the environmental impact of vehicle emissions.

- **Enhancing Digital Connectivity:** Expanding high-speed internet access and improving digital infrastructure can attract remote workers and technology-based businesses. Investment in connectivity is crucial for diversifying the local economy and supporting modern business needs.

- **Investing in Public Facilities:** Upgrading and maintaining public facilities like parks, recreational centers, and cultural venues can improve the quality of life for residents and make South Lake Tahoe a more attractive place to live and visit. These investments can also support the town's tourism industry by providing amenities that enhance the visitor experience.

6. Community Engagement and Planning

Effective economic development requires input and support from the community. Engaging residents, businesses, and other stakeholders in the planning process ensures that economic development initiatives align with the community's needs and values:

- **Developing a Comprehensive Economic Development Plan:** Creating a long-term economic development plan that incorporates community input can help guide growth and investment in a way that benefits everyone. This plan should address key issues like housing, workforce development, and environmental sustainability.

- **Encouraging Community-Led Projects:** Supporting community-led projects, such as local markets, festivals, and small business initiatives, can foster a sense of ownership and pride among residents. These projects can also contribute to the local economy by attracting visitors and supporting local businesses.

By taking a holistic approach that integrates economic growth with social and environmental sustainability, South Lake Tahoe can build a resilient economy that benefits both residents and visitors, ensuring the town's long-term vitality.

Incorporating Resilience as an Investment

Preparing for unexpected economic events is crucial, as the cost of being ill-prepared can be significant. A proactive approach to planning and strategy can help mitigate the impacts of unforeseen challenges and ensure long-term success.

One key aspect of preparation is developing a strategic and informed approach to prioritizing projects for funding. By focusing on initiatives that offer the potential for long-term transformational growth, communities can build resilience and create a foundation for sustained economic prosperity.

It is also essential to remain nimble and flexible in the approach, allowing for the ability to pivot as necessary in response to changing circumstances. Adaptability is a critical component of effective economic planning, enabling communities to navigate uncertainty and seize new opportunities as they arise.

Providing creative and bold solutions is another vital aspect of economic resilience. Innovative thinking can drive progress and help address complex challenges, ensuring that strategies remain relevant and impactful in the face of evolving economic landscapes.

Finally, it is important to continuously review and update plans, policies, and projects, incorporating a bold vision for the future. Regular reassessment ensures that strategies remain aligned with long-term goals and are capable of driving meaningful change over time.

Nexus of Economic Development and Affordable Housing

Economic development initiatives can support affordable housing development in South Lake Tahoe by creating incentives for affordable housing, such as tax breaks, subsidies, and streamlined permitting

processes. Additionally, economic development can foster public-private partnerships to create affordable housing, leveraging different funding sources and expertise to build and manage housing that meets the needs of the local workforce. Finally, allocating a portion of economic development funds to affordable housing projects can help finance the construction of new units or the rehabilitation of existing properties. This approach ensures that housing is prioritized as part of the town's broader economic strategy for the city's workforce and local residents.

Affordable Housing in Ski Resort Towns—Challenges

Affordable housing in ski resort towns presents a unique set of challenges, primarily driven by the high demand for both seasonal and permanent housing in these desirable locations. The allure of mountain living, coupled with the seasonal influx of tourists, drives up real estate prices, making it difficult for locals and workers in the hospitality industry to afford housing. As a result, many ski resort towns experience a significant mismatch between the cost of housing and the wages typically earned in these communities, particularly for those employed in service industries.

One of the primary challenges is the limited availability of land for development. Ski resort towns are often situated in mountainous areas with restrictive zoning laws and environmental protections that limit the expansion of residential areas. This scarcity of land drives up property values, making it increasingly difficult to build affordable housing. Furthermore, the focus on high-end, luxury developments designed to cater to affluent tourists exacerbates the problem, as developers are more likely to invest in projects that promise higher returns rather than affordable housing.

The seasonal nature of the workforce in ski resort towns adds another layer of complexity. Many workers are only employed during the peak ski season, leading to a transient population that requires short-term housing solutions. This demand for temporary housing drives up rental prices, often pushing out long-term residents who cannot compete with the higher rents that seasonal workers or vacationers are willing to pay. Additionally, the lack of year-round employment opportunities means that even those who wish to stay in the area permanently may struggle to afford housing during the off-season when income is lower.

Efforts to address these challenges often involve the creation of subsidized housing programs or the development of workforce housing specifically designated for local employees. However, these solutions can be difficult to implement due to funding constraints, community resistance, and the logistical challenges of building in remote, mountainous areas. Without significant intervention, the affordability crisis in ski resort towns is likely to persist, further widening the gap between the local workforce and the housing market.

Affordable Housing in Ski Resort Towns—Solutions

Addressing the affordable housing crisis in ski resort towns requires a multifaceted approach that involves collaboration between local governments, developers, businesses, and the community. Here are some potential solutions:

1. Incentivize Affordable Housing Development

Local governments can create incentives for developers to build affordable housing by offering tax breaks, subsidies, or fast-tracked permitting processes for projects that include a certain percentage of affordable units. These incentives can make it more financially viable for developers to include affordable housing in their plans, especially in areas where land costs and construction expenses are high.

2. Implement Inclusionary Zoning

Inclusionary zoning policies require developers to include a portion of affordable housing units in new developments. By mandating that a percentage of new construction be designated as affordable, communities can ensure that some housing remains accessible to low- and moderate-income residents. In exchange, developers might be allowed to build at higher densities or receive other benefits, making the policy more palatable to them.

3. Public-Private Partnerships

Public-private partnerships can be an effective way to fund and develop affordable housing. Local governments can collaborate with private developers and non-profit organizations to pool resources, share risks, and leverage expertise. These partnerships can result in mixed-use developments that include affordable housing, commercial spaces, and community amenities, creating vibrant and sustainable communities.

4. Community Land Trusts

Community land trusts (CLTs) are non-profit organizations that acquire and hold land for the benefit of the community. By removing the cost of land from the equation, CLTs can offer housing at below-market rates. The land remains under the ownership of the trust, while residents own the buildings on the land, ensuring that the housing remains affordable in perpetuity. This model is particularly effective in high-cost areas like ski resort towns, where land prices are a major barrier to affordable housing.

5. Seasonal and Workforce Housing

Creating dedicated seasonal and workforce housing can address the specific needs of transient and low-income workers. These developments can be built using modular or prefabricated construction methods

to reduce costs and construction time. Additionally, businesses that rely on seasonal workers, such as ski resorts, can invest in or partner with developers to create housing specifically for their employees, ensuring that their workforce has access to affordable accommodations.

6. Adaptive Reuse of Existing Buildings

In some ski resort towns, there may be underutilized or vacant buildings that could be repurposed for affordable housing. Adaptive reuse of hotels, motels, or other commercial properties can provide a quick and cost-effective solution to the housing shortage. These buildings can be renovated to meet residential standards and converted into affordable housing units.

7. Regulate Short-Term Rentals

The proliferation of short-term rentals, such as those listed on Airbnb, can exacerbate housing shortages by reducing the availability of long-term rental units. Local governments can regulate short-term rentals by imposing caps on the number of nights a property can be rented out or requiring owners to obtain licenses. While regulations and policies already exist, exploring opportunities to expand or incentivize property owners by limiting the number of homes that are converted into vacation rentals, communities can preserve more housing for local residents and workers.

8. Supportive Housing Programs

Supportive housing programs provide not only affordable housing but also services such as job training, childcare, and transportation assistance to help residents maintain stable employment and housing. These programs are especially important in ski resort towns, where the high cost of living can make it difficult for residents to achieve long-term financial stability. By offering wraparound services, supportive housing can help residents stay in their communities and contribute to the local economy.

9. Engage the Community

Community engagement is essential in addressing affordable housing issues. Local residents and stakeholders should be involved in the planning and decision-making process to ensure that solutions are tailored to the specific needs and concerns of the community. Engaging the community can also help to build support for affordable housing initiatives and reduce opposition to new developments.

By implementing a combination of these solutions, ski resort towns can begin to address the affordable housing crisis and create more sustainable, inclusive communities where both residents and seasonal workers can afford to live.

Conclusion

The action steps and recommendations detailed in this report will require focus, collaboration, and participation by a broad set of community stakeholders. An active, coordinated effort, supported by broad involvement, will be beneficial to all parties and provide the housing options and services needed within the City of South Tahoe community.

It is evident there is a great opportunity to develop public lands in the Mid-Town area for the benefit of local residents while deemphasizing service to visitors. There are four areas within the boundary that present particular opportunities: the 56-acre public center, redevelopment of the shopping center site, reinvestment in the Bijou Community Park and Golf Course, and amortization of the "tail."

The need to address the underserved supply of affordable housing in South Lake Tahoe is a clear priority. The creation of market-rate and affordable housing suitable for local workers and residents is of the utmost importance.

It was also evident that the process of development in South Lake Tahoe is difficult to navigate. Improving the process is a critical objective. With numerous steps, decision makers and reviews, the requirements sometimes change during the planning and development process, creating an even lengthier process. The net effect is to discourage development, exacerbating the housing shortage, particularly at the lower price point or for multi-family housing.

There are opportunities for improvement through process streamlining and reducing the likelihood of project cost overruns. A most important tool would be to prepare and implement use of a coordinated Master Checklist to include City, TRPA, and County requirements. This Master Checklist would serve to streamline and clarify the process of development. It should incorporate the planning goals as well as the regulatory requirements.

Clearly understanding the housing supply, based on current data, should include coordination across city departments. Identifying pending construction, in process and fully approved, will also be helpful as input to decision making and planning in forecasting supply trends. Establishment of a central registry of housing opportunities, both current and those expected to hit the market, would significantly impact connecting existing supply and units under construction/renovation with those new to the area or new to the market.

As South Lake Tahoe grapples with the challenges of providing affordable and adequate housing for its residents, it is essential to explore innovative and flexible solutions. Traditional housing models alone may not suffice to meet the diverse needs of the community, especially in a landscape marked by fluctuating economic conditions and evolving demographic trends. Embracing innovative housing strategies can offer practical, scalable, and sustainable solutions.

The implementation of comprehensive data collection and analysis systems is a foundational step towards achieving the housing and development goals of South Lake Tahoe. In the rapidly evolving landscape of real estate and urban development, effective decision-making hinges on the availability and analysis of comprehensive data. South Lake Tahoe, like many other communities, faces the challenge of aligning its housing strategies with the needs of its residents. By prioritizing regular needs assessments, integrated data platforms, real-time monitoring, and community engagement, the city can build a data-driven approach to urban planning that is both responsive and sustainable.

Through a strategic blend of policies, regulations, plans, incentives, and taxes, the City of South Lake Tahoe can lay a robust foundation for resilience that hinges on cross-sector collaboration among all levels of government, non-governmental organizations, the private sector, and the community. This comprehensive approach ensures that every stakeholder is engaged in the collective effort to build and sustain a resilient community. Data informed decision making supports robust stakeholder engagement for ideal economic resilience planning.

Intentional economic development is a key strategy to build resilience and address the community's challenges. A retained consulting firm, dedicated organization, or staff person can drive economic development. Intentional economic development is the foundation for virtually all the challenges discussed in this report. Economic development strategies can prioritize sustainability, diversification, and community well-being. Economic diversification is crucial for mountain resort towns to reduce their dependency on seasonal tourism and ensure year-round economic stability. Several ski resort towns have successfully implemented strategies to diversify their economies, and South Lake Tahoe can learn from their experience. Economic development can play a critical role in supporting South Lake Tahoe by addressing many of the town's most pressing challenges, including affordable housing, environmental sustainability, and the diversification of its economy with skilled economic developers. By adopting a holistic approach that integrates economic growth with environmental and social considerations, it is possible to build a resilient economy capable of thriving in the face of challenges.

Appendix I - June 2024 Single Family Sales Market Analysis

SOUTH TAHOE ASSOCIATION OF REALTORS® MULTIPLE LISTING SERVICE STATISTICS SINGLE FAMILY/RESIDENTIAL MARKET ANALYSIS

MONTH/ YEAR	MEDIAN SALES PRICE* (Based on a 12 month period)	THIS MONTH LAST YEAR* (Based on a 12 month period)	PERCENT INCREASE/ DECREASE
June 2024	$700,000.00	$680,000.00	2.9%
May 2024	$718,500.00	$690,000.00	4.1%
April 2024	$727,000.00	$700,000.00	3.9%
March 2024	$700,000.00	$705,000.00	-0.7%
Feb 2024	$699,000.00	$710,000.00	-1.5%
Jan 2024	$700,000.00	$715,000.00	-2.1%
Dec 2023	$685,000.00	$715,000.00	-4.2%
Nov 2023	$692,500.00	$719,000.00	-3.7%
Oct 2023	$682,500.00	$707,750.00	-3.6%
Sept 2023	$700,000.00	$700,000.00	0.0%
Aug 2023	$685,000.00	$705,000.00	-2.8%
July 2023	$675,000.00	$720,000.00	-6.3%
June 2023	$680,000.00	$729,500.00	-6.8%
May 2023	$690,000.00	$730,000.00	-5.5%
April 2023	$700,000.00	$725,000.00	-3.4%
Mar 2023	$705,000.00	$707,875.00	-0.4%
Feb 2023	$710,000.00	$721,000.00	-1.5%
Jan 2023	$715,000.00	$706,875.00	1.1%
Dec 2022	$715,000.00	$705,500.00	1.3%
Nov 2022	$719,000.00	$699,000.00	2.9%
Oct 2022	$707,750.00	$689,500.00	2.6%
Sept 2022	$700,000.00	$684,500.00	2.3%
Aug 2022	$705,000.00	$679,000.00	3.8%
July 2022	$720,000.00	$655,000.00	9.9%
June 2022	$729,500.00	$640,000.00	14.0%
May 2022	$730,000.00	$629,000.00	16.1%
April 2022	$725,000.00	$620,000.00	16.9%
Mar 2022	$707,875.00	$610,000.00	16.0%
Feb 2022	$721,000.00	$599,000.00	20.4%
Jan 2022	$706,875.00	$589,900.00	19.8%
Dec 2021	$705,500.00	$582,000.00	21.2%
Nov 2021	$699,000.00	$575,000.00	21.6%
Oct 2021	$689,500.00	$559,000.00	23.3%
Sept 2021	$684,500.00	$529,000.00	29.4%
August 2021	$679,000.00	$500,000.00	35.8%

*Median sold data based on a twelve month period (one year period ending the last day of the statistical month/year in the first column.) Statistical Data provided STAR MLS. Deemed reliable, but not guaranteed.

Appendix II - June 2024 Condo/Townhome Market Analysis

South Tahoe Association of REALTORS® Multiple Listing Service Statistics Single Condo/Townhome Residential Market Analysis

MONTH/ YEAR	MEDIAN SALES PRICE* (Based on 12 month period)	Units Sold	THIS MONTH LAST YEAR* (Based on 12 month period)	Units Sold	PERCENT INCREASE/ DECREASE
June 2024	$598,000.00	55	$490,000.00	54	22.0%
May 2024	$565,000.00	51	$500,000.00	59	13.0%
April 2024	$582,000.00	49	$490,000.00	63	18.8%
March 2024	$575,000.00	53	$489,500.00	62	17.5%
Feb 2024	$565,000.00	53	$492,500.00	66	14.7%
Jan 2024	$565,000.00	55	$495,000.00	71	14.1%
Dec 2023	$581,500.00	48	$497,500.00	72	16.9%
Nov 2023	$565,000.00	43	$525,000.00	77	7.6%
Oct 2023	$535,000.00	44	$518,250.00	88	3.2%
Sept 2023	$500,000.00	43	$547,000.00	86	-8.6%
Aug 2023	$510,000.00	50	$518,250.00	82	-1.6%
July 2023	$500,000.00	51	$506,250.00	86	-1.2%
June 2023	$490,000.00	54	$575,000.00	89	-14.8%
May 2023	$500,000.00	59	$500,000.00	93	0.0%
April 2023	$490,000.00	63	$495,000.00	91	-1.0%
Mar 2023	$489,500.00	62	$470,000.00	94	4.1%
Feb 2023	$492,500.00	66	$460,000.00	101	7.1%
Jan 2023	$495,000.00	71	$450,000.00	97	10.0%
Dec 2022	$497,500.00	72	$450,000.00	101	10.6%
Nov 2022	$525,000.00	77	$440,000.00	105	19.3%
Oct 2022	$518,250.00	88	$425,000.00	122	21.9%
Sept 2022	$547,000.00	86	$410,000.00	122	33.4%
Aug 2022	$518,250.00	82	$410,000.00	140	26.4%
July 2022	$506,250.00	86	$410,000.00	150	23.5%
June 2022	$575,000.00	89	$407,000.00	155	41.3%
May 2022	$500,000.00	93	$410,000.00	154	22.0%
April 2022	$495,000.00	91	$410,000.00	149	20.7%
Mar 2022	$470,000.00	94	$400,000.00	143	17.5%
Feb 2022	$460,000.00	101	$409,999.00	142	12.2%
Jan 2022	$450,000.00	97	$417,000.00	142	7.9%
Dec 2021	$450,000.00	101	$399,000.00	142	12.8%
Nov 2021	$440,000.00	105	$400,000.00	129	10.0%
Oct 2021	$425,000.00	107	$390,000.00	129	9.0%
Sept 2021	$410,000.00	122	$407,000.00	117	0.7%
Aug 2021	$410,000.00	140	$425,000.00	102	-3.5%
July 2021	$410,000.00	150	$425,000.00	93	-3.5%

*Median sold data based on a twelve month period (one year period ending the last day of the statistical month/year in the first column.) Statistical Data provided STAR MLS. Deemed reliable, but not guaranteed.

Appendix III - Leading Practices Research

Learning from other Mountain and Resort Communities

Researching other ski resort mountain towns can provide South Lake Tahoe with valuable insights into successful strategies for addressing common challenges. By examining case studies of other towns, South Lake Tahoe can learn about best practices in areas such as land use and regulation, economic diversification successes and failures, tourism and community interaction, and recreational and visitor enhancements. This research can inform the development of effective policies and initiatives tailored to South Lake Tahoe's unique needs and goals.

To gain insights into effectively addressing the challenges faced by South Lake Tahoe, researching other ski resort mountain towns can be immensely beneficial. Investigating case studies from towns like Whistler, Park City, Aspen, Jackson Hole, and Zermatt can reveal best practices in various areas crucial for sustainable development. For instance, examining land use and regulation practices can help South Lake Tahoe understand how these towns balance development with environmental preservation. Analyzing economic diversification successes and failures can provide valuable lessons on fostering a resilient and year-round economy. Studying tourism and community interaction can offer insights into creating a harmonious relationship between visitors and residents.

Additionally, exploring recreational and visitor enhancements can guide South Lake Tahoe in developing amenities that cater to diverse interests while minimizing environmental impact. This research can be conducted through various channels, including attending the Mountain and Resort Town Planners Summit, consulting with organizations like Vail Resorts and the National Ski Areas Association, and reviewing published case studies and reports. By leveraging the experiences of other successful ski resort towns, South Lake Tahoe can develop targeted policies and initiatives that promote sustainable and resilient economic growth while preserving its unique natural and social environment.

Examples of Economic Development in Ski Resort Towns

Ski resort towns face unique challenges in economic development and resilience due to their reliance on tourism, seasonal fluctuations, and environmental vulnerabilities. However, some towns have implemented innovative and effective strategies to foster sustainable economic growth, diversify their economies, and build resilience. The following sections include preliminary examples that may or may not have the results or ideas that align with South Lake Tahoe. In any case, they are great ways to look at leading practices and other examples to get creative ideas flowing among key stakeholders.

1. Whistler, British Columbia, Canada

Economic Diversification and Environmental Stewardship: Whistler is widely recognized as a leader in sustainable economic development. The town's approach integrates environmental stewardship with economic diversification to ensure long-term resilience.

- **Whistler 2020 Vision:** This comprehensive plan outlines long-term sustainability goals for the community, including economic diversification, environmental protection, and social well-being. Whistler 2020 emphasizes reducing the town's carbon footprint, preserving natural resources, and fostering a vibrant, year-round economy.

- **Diversification through Events and Cultural Activities:** Whistler has expanded its appeal beyond winter sports by developing a robust calendar of cultural events, festivals, and conferences. These activities attract visitors throughout the year, reducing the town's reliance on the winter season. The Whistler Film Festival and Crankworx, a world-renowned mountain biking event, are examples of successful initiatives that contribute to the town's economic resilience.

- **Green Economy Initiatives:** Whistler promotes a green economy by supporting local businesses that focus on sustainability, renewable energy, and eco-friendly practices. The town's efforts to reduce its carbon footprint include investing in public transit, energy-efficient buildings, and waste reduction programs.

2. Park City, Utah, USA

Public-Private Partnerships and Sustainable Development: Park City has taken proactive steps to ensure its economic development is sustainable and resilient, leveraging public-private partnerships and innovative planning.

- **Economic Development Strategy:** Park City's Economic Development Plan focuses on diversifying the local economy by attracting technology companies, promoting remote work, and supporting creative industries. The town has successfully attracted tech companies and startups, which has created new job opportunities and reduced dependence on the ski industry.

- **Public-Private Partnerships:** Park City has leveraged public-private partnerships to fund and develop key infrastructure projects. For example, the town worked with private developers to create Kimball Junction, a mixed-use development that includes retail, office space, and housing. This project has become a hub for economic activity and has helped diversify the local economy.

- **Sustainability and Climate Action:** Park City has committed to ambitious climate goals, including achieving net-zero carbon emissions by 2030. The town invests in renewable energy

projects, energy efficiency programs, and sustainable transportation. These efforts not only protect the environment but also enhance Park City's appeal as a destination committed to sustainability.

3. Aspen, Colorado, USA

Affordable Housing and Workforce Stability: Aspen is known for its proactive approach to affordable housing and workforce development, key components of its economic resilience strategy.

- **Aspen/Pitkin County Housing Authority (APCHA):** Aspen's housing authority has implemented one of the most robust affordable housing programs in the country. APCHA's programs ensure that local workers have access to affordable housing, which is crucial for maintaining a stable workforce and supporting the local economy. The town's inclusionary zoning policies and deed-restricted housing programs are models for other resort communities.

- **Philanthropy and Community Investment:** Aspen's affluent population has contributed to significant philanthropic investments in the community. Local foundations and non-profits fund initiatives in education, arts, and social services, enhancing the town's resilience by supporting a high quality of life for all residents.

- **Cultural and Economic Diversification:** Aspen has developed a rich cultural scene, including world-class arts organizations like the Aspen Music Festival and School, the Aspen Art Museum, and the Aspen Institute. These institutions attract visitors year-round, contributing to the town's economic diversification and reducing reliance on seasonal tourism.

4. Jackson Hole, Wyoming, USA

Conservation and Balanced Growth: Jackson Hole has successfully balanced economic development with environmental conservation, ensuring long-term resilience and sustainability.

- **Teton County Comprehensive Plan:** Jackson Hole's comprehensive plan focuses on preserving the natural environment while supporting responsible economic growth. The plan emphasizes low-impact development, conservation of open spaces, and protection of wildlife habitats, ensuring that economic development does not come at the expense of the environment.

- **Tourism and Conservation Partnership:** Jackson Hole has cultivated a strong partnership between the tourism industry and conservation organizations. The Jackson Hole Travel & Tourism Board promotes responsible tourism practices, and a portion of the town's lodging tax revenue is dedicated to conservation efforts. This approach aligns economic development with environmental stewardship, attracting visitors who value sustainability.

- **Adaptive Reuse and Sustainable Infrastructure:** Jackson Hole has invested in adaptive reuse projects, converting existing buildings into housing, commercial spaces, and community facilities. This approach reduces environmental impact while providing much-needed infrastructure to support the local economy. The town's commitment to sustainable development is also evident in its investments in renewable energy and energy-efficient buildings.

5. Zermatt, Switzerland

Sustainable Tourism and Year-Round Economic Activity: Zermatt is an exemplary model of a ski resort town that has achieved economic resilience through sustainable tourism practices and year-round economic diversification.

- **Sustainable Tourism:** Zermatt is a car-free town, emphasizing sustainable transportation and reducing the environmental impact of tourism. The town's focus on preserving its natural beauty has made it a premier destination for eco-conscious travelers, enhancing its appeal and long-term sustainability.

- **Year-Round Attractions:** Zermatt has successfully developed a range of year-round attractions, including hiking, mountaineering, and cultural events, ensuring that the local economy remains robust even outside the winter season. The Gornergrat Railway and the Matterhorn Glacier Paradise are popular attractions that draw visitors throughout the year.

- **Local Economic Initiatives:** Zermatt supports local businesses through initiatives that encourage the production and sale of local goods, such as Swiss-made products and artisanal crafts. These initiatives strengthen the local economy by promoting local entrepreneurship and reducing reliance on imports.

These examples demonstrate how ski resort towns can successfully implement economic development strategies that prioritize sustainability, diversification, and community well-being. By adopting a holistic approach that integrates economic growth with environmental and social considerations, these towns have built resilient economies capable of thriving in the face of challenges.

Examples of Economic Diversification in Ski Resort Towns

Economic diversification is crucial for ski resort towns to reduce their dependency on seasonal tourism and ensure year-round economic stability. Several ski resort towns have successfully implemented strategies to diversify their economies. Here are some examples:

1. Park City, Utah, USA

Technology and Remote Work: Park City has actively pursued economic diversification by attracting technology companies and promoting remote work. The town's proximity to Salt Lake City, combined with its high quality of life and outdoor amenities, has made it an attractive destination for tech companies and remote workers. Park City has supported this trend by investing in high-speed internet infrastructure, developing coworking spaces, and marketing the town as a desirable place for tech professionals and remote workers to live and work.

Cultural and Arts Events: Park City is also home to the Sundance Film Festival, one of the largest independent film festivals in the world. This event, which takes place each January, brings in significant revenue and international attention, helping to extend the tourist season beyond the winter months. Additionally, the town hosts various arts and cultural events throughout the year, attracting visitors and supporting the local economy.

2. Aspen, Colorado, USA

Cultural Institutions and Conferences: Aspen has diversified its economy by becoming a hub for cultural and intellectual activities. The Aspen Music Festival and School, Aspen Institute, and Aspen Ideas Festival are world-renowned events and institutions that attract visitors and thought leaders year-round. These cultural and intellectual activities provide a significant economic boost during the summer and shoulder seasons, helping to stabilize the local economy.

Real Estate and Luxury Goods: Aspen has also capitalized on its reputation as a luxury destination by developing a robust real estate market and supporting high-end retail. The town attracts affluent second-home owners and visitors, contributing to a vibrant economy that extends beyond the ski season.

3. Whistler, British Columbia, Canada

Year-Round Outdoor Recreation: Whistler has successfully diversified its economy by promoting year-round outdoor recreation. In addition to its world-class skiing, Whistler has developed extensive mountain biking trails, hiking paths, and golf courses, making it a popular destination during the summer months. The Whistler Mountain Bike Park, in particular, is a major draw for tourists, contributing significantly to the local economy outside of the winter season.

Conferences and Events: Whistler has also become a destination for conferences, weddings, and corporate retreats. The town's scenic beauty and high-quality amenities make it an attractive location for events, providing a steady stream of visitors throughout the year. Whistler's Conference Centre plays a key role in attracting business tourism, which further diversifies the local economy.

4. Stowe, Vermont, USA

Craft Beer and Agritourism: Stowe has diversified its economy by tapping into Vermont's growing craft beer and agritourism industries. The town is home to several craft breweries that attract beer enthusiasts from around the region. Additionally, Stowe's proximity to local farms has allowed it to develop a thriving agritourism sector, where visitors can participate in farm tours, local food tastings, and agricultural events. These activities provide economic stability outside of the winter months and attract a different demographic of tourists.

Arts and Culture: Stowe has invested in its arts and cultural scene to attract visitors year-round. The town hosts various arts festivals, gallery tours, and theater productions, contributing to a more diversified and resilient economy. The Stowe Performing Arts organization, which organizes concerts and events, plays a crucial role in sustaining cultural tourism.

5. Jackson Hole, Wyoming, USA

Eco-Tourism and Conservation: Jackson Hole has embraced eco-tourism as a way to diversify its economy. The town is surrounded by national parks and wildlife refuges, including Grand Teton National Park and the National Elk Refuge, making it a prime destination for nature and wildlife enthusiasts. Eco-tourism activities such as wildlife safaris, photography tours, and educational programs attract visitors outside of the ski season, providing a stable revenue stream.

Health and Wellness Tourism: Jackson Hole has developed a niche in health and wellness tourism, with several luxury spas, wellness retreats, and outdoor wellness activities. The town's natural hot springs, clean air, and serene environment make it an attractive destination for visitors seeking relaxation and rejuvenation. This focus on health and wellness contributes to economic stability and attracts visitors year-round.

6. Zermatt, Switzerland

Year-Round Attractions and Sustainable Tourism: Zermatt has diversified its economy by offering a wide range of year-round attractions, including hiking, mountaineering, and cultural experiences. The town's car-free policy and commitment to sustainable tourism have made it a model for eco-friendly travel, attracting visitors interested in low-impact, nature-focused activities. The Matterhorn Glacier Paradise and Gornergrat Railway are popular year-round attractions that help sustain the local economy even during the off-season.

Luxury and Retail Sector: Zermatt's luxury hotels, restaurants, and high-end retail stores cater to affluent tourists, contributing to a diversified economy. The town's focus on high-quality services and products ensures a steady stream of visitors, regardless of the season, and supports a vibrant local economy.

These examples illustrate how ski resort towns can successfully diversify their economies by leveraging their natural assets, investing in cultural and recreational activities, and embracing new industries. By doing so, they can reduce their dependence on seasonal tourism and build more resilient, year-round economies.

Examples of Affordable Housing Approaches in Ski Resort Towns

Several ski resort towns have implemented innovative and effective approaches to addressing the affordable housing crisis, providing examples that could serve as models for other communities facing similar challenges. Here are a few examples:

1. Whistler, British Columbia, Canada

Whistler is often cited as a leading example of a ski resort town that has successfully addressed affordable housing. The Whistler Housing Authority (WHA) was established in 1997 to create and manage affordable housing options for local residents. The WHA developed a unique model that includes:

- **Resident-restricted Housing:** Homes built under the WHA's program are reserved for residents who work locally and meet income criteria. These homes cannot be rented out for short-term stays or sold at market rates, ensuring that they remain affordable for future generations.
- **Employee Housing:** Whistler has also created a significant amount of employee housing, including both seasonal and year-round options. Employers in the town contribute to the development of this housing through fees and partnerships, recognizing that a stable workforce is essential to the resort's success.
- **Diverse Housing Types:** The WHA has developed a mix of housing types, including apartments, townhomes, and single-family homes, catering to different income levels and family sizes.

Whistler's proactive and comprehensive approach has resulted in over 6,000 beds of resident-restricted housing, accommodating nearly 75% of the town's workforce in affordable housing.

2. Aspen, Colorado, USA

Aspen is another ski resort town that has taken significant steps to address affordable housing through the Aspen/Pitkin County Housing Authority (APCHA). Established in the 1980s, APCHA's program includes:

- **Inclusionary Zoning:** Aspen requires that new developments include a percentage of affordable housing units. Developers who do not include these units must pay a fee in lieu, which funds affordable housing projects elsewhere in the community.

- **Deed-Restricted Housing:** Similar to Whistler, many affordable housing units in Aspen are deed-restricted, meaning they can only be sold to local workers and at a price determined by APCHA. This ensures that homes remain affordable over the long term.

- **Public-Private Partnerships:** APCHA works closely with private developers to create affordable housing, leveraging both public funding and private investment to expand housing options for the local workforce.

Aspen's commitment to affordable housing has resulted in over 3,000 deed-restricted housing units, which house approximately 50% of the town's workforce.

3. Jackson Hole, Wyoming, USA

Jackson Hole has faced significant affordable housing challenges due to its popularity and high real estate prices. The Teton County Housing Authority (TCHA) and Jackson/Teton County Affordable Housing Department have implemented several successful strategies:

- **Housing Mitigation Program:** Developers in Jackson Hole are required to provide a percentage of affordable housing units based on the size and type of their development. This program ensures that new developments contribute to the local housing stock.

- **Land Acquisition and Partnerships:** The Housing Authority has actively acquired land for affordable housing development and partnered with non-profit organizations and private developers to build these units. For example, The Grove and Redmond Street Rentals are successful projects that provide affordable housing options for local workers.

- **Innovative Funding:** Jackson Hole has utilized a variety of funding sources, including public bonds, federal grants, and private donations, to finance affordable housing projects. The town has also introduced a 1% sales tax, known as SPET (Specific Purpose Excise Tax), to fund community projects, including affordable housing.

4. Park City, Utah, USA

Park City has been proactive in addressing affordable housing through a variety of measures overseen by the Park City Municipal Corporation and the Mountainlands Community Housing Trust:

- **Affordable Housing Plan:** Park City has developed a comprehensive Affordable Housing Plan that outlines specific goals and strategies for creating and preserving affordable housing. The plan includes incentives for developers, land acquisition for housing, and the preservation of existing affordable units.

- **Inclusionary Zoning Ordinance:** Park City's ordinance requires developers to provide affordable housing or pay a fee that contributes to a housing fund. The City has successfully used these funds to support affordable housing projects.

- **Public-Private Partnerships:** The city collaborates with non-profits like the Mountainlands Community Housing Trust to develop and manage affordable housing projects. These partnerships have resulted in successful developments like Silver Star and Snow Creek Cottages, which provide affordable options for local residents and workers.

- **Employee Housing Programs:** Park City has worked with local employers to create employee housing programs, ensuring that businesses can attract and retain workers by providing affordable living options.

5. Mammoth Lakes, California, USA

Mammoth Lakes has implemented several strategies to address affordable housing through the Mammoth Lakes Housing, Inc. (MLH):

- **Community Housing Plan:** The town's Community Housing Plan includes goals for the production and preservation of affordable housing, with specific targets for different income levels. The plan emphasizes a mix of rental and ownership opportunities.

- **Density Bonuses and Fee Reductions:** Mammoth Lakes offers density bonuses and fee reductions to developers who include affordable housing in their projects. These incentives encourage the private sector to contribute to the town's affordable housing stock.

- **Seasonal Workforce Housing:** Recognizing the seasonal nature of its economy, Mammoth Lakes has developed workforce housing specifically for seasonal employees. This includes dormitory-style housing and shared living spaces that are affordable and centrally located.

These examples demonstrate that with the right mix of policies, incentives, and community engagement, ski resort towns can make significant progress in addressing their affordable housing challenges. Each of these towns has tailored its approach to fit its unique circumstances, providing valuable lessons for other communities grappling with similar issues.

Appendix IV - Economic Data Overview

The Counselors of Real Estate Consulting Corps met with several stakeholders during its time in South Lake Tahoe. This section reviewed feedback provided and also researched data and context from the National Economic Resilience Data Explorer and the Sierra Economic Development District Comprehensive Economic Development Strategy approved in June 2024.

To research further, the datasets and overviews are available on a Google drive (DATA). One could research the NERDE site as well (National Economic Resilience Data Explorer (NERDE). The Sierra Economic Development District (5 county region) Comprehensive Economic Development Strategy June 2024 provides invaluable information, including:

- Economic development capacity of South Lake Tahoe census tracts
- El Dorado County Snapshot and overview
- El Dorado County Distress stats, etc.
- El Dorado County comparison to surrounding counties

Data informed decision making supports robust stakeholder engagement for ideal economic resilience planning.

Appendix V - Acknowledgements

We thank the National Association of REALTORS® for their support of the CRE Consulting Corps through the Transforming Neighborhoods program. We express our sincere appreciation to Sharon Kerrigan, Executive Vice President, and the leadership of the South Tahoe Association of REALTORS® and Zachary Thomas, Director of Development Services for the City of South Lake Tahoe, for the warm welcome. The CRE Consulting Corps team was privileged to talk to a wide variety of stakeholders while onsite in Springfield. Some of those people are listed below, and we thank them for their time.

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- Duane Wallace, South Lake Tahoe Chamber
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- Jude Wood, Boys & Girls Club

Appendix VI—The Counselors of Real Estate

The Counselors of Real Estate® is an international organization of commercial property professionals from leading real estate, financial, law, valuation, and business advisory firms, as well as real property experts in academia and government.

Counselors have created and endowed the MIT Center for Real Estate, resolved the dispute between the developer of the World Trade Center and its insurers post-September 11, 2001; led the privatization of U.S. Army Housing; developed a multi-billion-dollar, 10-year master plan for Philadelphia Public Schools, and valued both the Grand Canyon and Yale University.

Counselors practice in 22 countries and U.S. territories, with only 1,000 professionals holding the CRE® credential worldwide. Thought Leadership is a core competency of the CRE organization as exemplified by the peer reviewed journal, Real Estate Issues, and presentation of major real estate symposia in partnership with Harvard and Stanford Universities.

CRE Members. Membership in The Counselors of Real Estate is selective and extended by invitation to commercial real estate practitioners with at least 10 years of proven experience. The stringent membership criteria ensure CRE members possess:

- Recognized records of accomplishment
- Commitment to excellence
- Uncompromising adherence to high standards of professional conduct
- Visionary, yet practical approaches, to real estate issues

CRE Consulting Corps. The CRE Consulting Corps, a public service program of The Counselors of Real Estate, provides real estate analysis and action plans for municipalities, not-for-profit organizations, educational institutions, and government agencies that address their clients' real estate dilemmas and often enhance the performance of a property or a portfolio. Each Consulting Corps project is conducted by a small group of volunteer members selected for their experience and skillsets to specifically address the client's needs. The extensive talent base available within the CRE community ensures that teams can provide expertise on virtually any real estate issue, providing:

- Feasible, achievable solutions from experienced professionals.
- Non-partisan, objective advice.
- Extremely cost-effective service.
- Advice and recommendations provided quickly on site.

Finding the Right CRE. Members of The Counselors of Real Estate, awarded the CRE credential, are available to assist with your real estate challenge. Visit the CRE website to find the right CRE at https://cre.org/find-a-cre-search/ or contact CRE staff for assistance in identifying Counselors with the right skill sets and experience to address your need.

Appendix VII - The CRE® Consulting Corps Team

Timothy R. Lowe, CRE - Team Leader
Principal
Waronzof Associates
Los Angeles, California

Timothy Lowe, CRE, is responsible for directing real estate consulting and valuation engagements, analysis of highest and best use, acquisition due diligence, appraisal review, economic feasibility analysis, and market research for project development. Mr. Lowe's valuation practice includes an emphasis on litigation, investment analysis, and counseling. His experience includes appraisal and consulting engagements across the continental United States, Alaska and Hawaii, Canada, and Argentina, and includes a number of notable properties and projects. He has been accepted as an expert witness in state and federal courts in the areas of real estate and going concern valuation, project feasibility, and plan feasibility.

Jonathan H. Avery, CRE
Founding Principal
Avery Associates
Acton, Massachusetts

Jon Avery, CRE, is involved in a variety of real estate appraisal and consulting activities, including market value estimates, marketability studies, feasibility studies, and general advice and guidance on real estate matters to public, private, and corporate clients. He has more than 30 years of appraisal experience in addition to having served as arbitrator and counselor in a variety of proceedings and negotiations involving real estate. He is a general certified appraiser in Massachusetts and New Hampshire and a licensed Real Estate Broker in Massachusetts. In 1993, he served as an appraisal consultant for the Eastern European Real Property Foundation in Poland. He has been actively engaged in the real estate business since 1967.

Kirsten McGregor, CRE
Principal & Founder
Sagax Associates, LLC
Wilmington, Delaware

Kirsten McGregor, CRE, has held prominent roles as Senior Policy Advisor on President Obama's Hurricane Sandy Rebuilding Task Force, Deputy Director of the Delaware Economic Development Office, and Lead Economic Recovery Coordinator for New Jersey following Hurricane Sandy. She is a Senior Fellow at the University of Delaware Joseph Biden School of Public Policy's Institute for Public Administration, and she is an advisor for UD's Island Policy Lab. She is a member of the National Association of Development Organization's Research Foundation Advisory Committee and serves on NADO's board of directors. Ms. McGregory was recognized by Forbes magazine on their "Next 1000" list

of small business founders to watch and was also recognized as a "leading woman in business" by Delaware Today Magazine.

Philip Seagraves, Ph.D., CRE
Associate Professor/ Director of Real Estate Studies
Middle Tennessee State University
Murfreesboro, Tennessee

Philip Seagraves, PhD, CRE, directs the real estate studies program at Middle Tennessee State University. His work encompasses a wide range of topics within real estate, including feasibility studies, development, project analysis, and strategic planning. His academic and professional experience equips him with a valuable perspective and skill set. His research interests include commercial mortgage-backed securities, REITs, brokerage, capital structure, corporate real estate, market analysis, investment analysis, and statistical methods. Resulting achievements include numerous publications and academic research presentations. He is deeply familiar with the unique challenges and opportunities regarding workforce housing in resort areas.

Paul Stiplosek, CRE
Vice President
SMBC Manubank
San Jose, California

Paul Stiplosek, CRE, has a career spanning over thirty years financing numerous housing and commercial developments exceeding several billion dollars. His work has provided unique insight into what makes public/private partnerships work. He has worked with non-profit organizations and government agencies, necessitating creative approaches to inducing the private sector to invest in a region or project. In order to resolve defaulted debt, he has completed entitlements of real estate projects which for various reasons required that he assume the role of developer. He has personally developed several projects where the ground up development necessitated obtaining full entitlements, and required determining market demand, design, architectural concept through to engineering and final elevations and plans.

CRE®
Consulting
Corps

Appendix E
Lake Tahoe Business Walk 2024

Fall 2024

Lake Tahoe Region

Business Walks

Report

TAHOE PROSPERITY CENTER

Lake Tahoe Business Walks 2024

Final Report

Tahoe Prosperity Center

Tahoe Prosperity Center (TPC) is an innovative economic and community development nonprofit. In order to make Lake Tahoe truly inclusive and prosperous, we are working to establish attainable workforce housing, improve job and training opportunities, extend reliable and robust internet, and ensure a safe Basin equipped with fire safety cameras - all driven by locally focused, community indicators data. Our mission is uniting Tahoe's communities to strengthen regional prosperity. Collaboration is the foundation of Tahoe Prosperity Center.

Tahoe is made up of two states, five counties, and an incorporated city and we work across jurisdictional lines to ensure positive change happens for all of Lake Tahoe. Each of the Tahoe Prosperity Center's projects are informed by verified data and community input to ensure accountability and measurability.

Business Walks Background

TPC was asked by the Chambers and Business Associations in the Lake Tahoe region to support a region-wide set of "Business walks" in October 2024. TPC had previously coordinated business walks in the spring of 2016. While business and resident surveys have been conducted online since that time, an in-person survey of businesses had not happened on a regional, coordinated basis since before the pandemic.

Business walks and surveys are a way of understanding a "moment in time" of how things are going in the regional economy. This snapshot of information can be very useful in providing local business associations and chambers of commerce, as well as local government partners data to use that can support ongoing business support efforts. It can also be useful to better understand what is working or not working in the

region, helping elected officials and leaders make informed decisions that impact local small businesses in the region. It is also part of the Tahoe Prosperity Center mission to regularly check in with businesses and residents as part of the Envision Tahoe Prosperity Playbook, so coordinating these business walks aligns with that goal.

Project Partners

Regional Partners included the following organizations and agencies and we greatly appreciate the time and effort they put into ensuring the success of these business walks:

- The Tahoe Prosperity Center
- Tahoe Chamber
- Lake Tahoe Community College
- South Tahoe Chamber
- Lake Tahoe Visitors Authority
- City of South Lake Tahoe
- El Dorado County Economic Development
- North Tahoe Community Alliance
- North Tahoe Chamber
- North Tahoe Business Association
- Tahoe City Downtown Association
- Placer County Economic Development
- Incline Village Crystal Bay Business Association
- Travel North Tahoe Nevada
- Douglas County Economic Vitality
- Destination Stewardship Council
- All 64 of the community volunteers!

Methodology

The business walks included both an in-person survey using the Ecanvasser application pre-loaded with questions. This program, typically used for political canvassing, had everything needed for business to business surveying. With the businesses uploaded into this software accessible via mobile devices and computers, modifiable custom fields for each contact, and an interactive map of the area we were able to coordinate the in-person survey effort of the business walks. Volunteers were organized in teams to walk into businesses and complete the surveys between October 15-17, 2024.

In-person surveys through Ecanvasser were tracked as Not Available, Gave a QR Card, Not Interested, and Answered; 277 businesses answered during the in-person surveys, but over 700 businesses were contacted. Some businesses were unavailable or closed when visited, others were not interested in completing the surveys, others were busy and some were given a QR code card to complete the online survey at a later time.

The same survey questions were included in an online SurveyMonkey to allow businesses that were closed or unavailable to complete it at a later time. QR codes were left behind at those businesses when canvassing in person to allow easy access to the online option. The online survey was open during the same timeframe through October 31, 2024 and 92 businesses completed online surveys. Consistency between the in-person surveys and online surveys was critical in order to merge the data for this final report.

Survey Questions

1. How is business?
    - Increasing
    - Stable
    - Decreasing

2. Do you have the staff and/or resources you need for your business to thrive?
   Yes/No
    - If not, what is needed?
    - If you need more staff, what is working in finding them and what isn't?

Photo provided by the Tahoe Chamber

3. What tools, resources or infrastructure would enable you to grow or maintain your business in the next few years?
    - Employee Housing
    - Affordable Childcare
    - Workforce Development & Training
    - Improved Broadband/cellular service
    - More Parking/Transit
    - Business Loans
    - Other:

4. How do you feel about the future of our Tahoe economy?
    - Very good
    - Good
    - Unsure
    - Concerned
    - Very concerned

5. How can local government and business associations/chambers help your business?
    - Advocacy
    - Marketing/Advertising
    - Streamlined Permitting & Licensing
    - Improved Broadband/cellular service
    - Business Loans
    - Providing local employee housing
    - Consolidated/Discounted Credit Card processing fees
    - Pooling together for discounts for major purchases/procurement or employee health benefit programs
    - Disability access and inclusion policies
    - Customer service training
    - Other:

6. How important is the tourism economy to your business?
    - Very important
    - Somewhat important
    - Neutral
    - Not very important
    - Irrelevant

Photo provided by the Tahoe Prosperity Center

7. In your opinion, how important is sustainability/environmental stewardship to the success of our local economy?
    - Very important
    - Somewhat important
    - Neutral
    - Not very important
    - Irrelevant

8. Do you have any sustainability practices you would like to share with us today?

    - Water conservation efforts
    - Water bottle filling station
    - Compostable takeout packaging
    - Sourcing local products
    - Energy-efficient appliances
    - Visitor education
    - Other:

9. Type of business – list in the app and check. For "Other" allow a text box response.
    - Food & Beverage
    - Lodging (including real estate industry/vacation rental services)
    - Outdoor Recreation

- Healthcare/Fitness/Beauty
- Retail
- Non-profit/Government/Agency
- Professional Services (finance, insurance, accounting, IT)
- Trades
- Other:

Regional Summary

The Lake Tahoe Business Walk survey provides critical insights into the current business environment and community needs in the Tahoe region. Key findings from the survey indicate that while many businesses are stable or growing, there is still a significant need for workforce housing and improved transportation infrastructure. These challenges are echoed in the Prosperity Playbook, which highlights the need for a coordinated regional approach to address these issues and support economic resilience.

The survey also underscores the importance of tourism to the local economy, with most businesses considering it very important. This aligns with the Playbook's focus on balancing tourism and leveraging the region's reputation for health and wellness to attract new investment.

Photo provided by: NTCA

Additionally, regional collaboration between local government, business owners and the Chambers/Business Associations has room to improve. There are a lot of misunderstandings about the role of government with business attraction, support and services as well as workforce development, tourism and resident advertising to support local businesses, etc. Infrastructure needs were consistently brought up, but often business owners did not know who to talk to about things such as better broadband or coordinated support for employee training and skills development.

Finally, streamlining regulations, improved transportation and more affordable housing were brought up consistently as major roadblocks to local small businesses. The Tahoe Prosperity Center suggests a few solutions that could help in these areas, some that are already in progress, with others' ideas to consider in 2025. They include:

- Sharing the status of housing projects in the region in one easy to access website for community members (the TRPA Living Working Group has done much work in this area and maybe that website is the right place for this information). Each jurisdiction has already worked on many housing programs and projects, but the collective effort hasn't been quantified. The Tahoe Prosperity Center would be happy to host this on our housing website to feature all the regional housing work that has been done, if there is interest.
- A region-wide Elected Officials briefing and discussion meeting to share the common areas and differences between the jurisdictions to further community understanding. The Tahoe Prosperity Center is also willing to coordinate and host this meeting. We could share the results of the Business Walks Survey, update on the status of some of the key socio-economic data points regarding population, jobs, incomes/wages and other indicators, and then allow for our local elected officials to share what is working or challenging in each of their jurisdictions. We believe there is likely more in common with each community than differences.

Photo provided by the Tahoe Chamber

Business Walks Survey - Questions + Answers + Top Insights

How is business?

Stable: 179 responses (48.8%)

Increasing: 118 responses (32.2%)

Decreasing: 70 responses (19.1%)

Do you have the staff and/or resources you need for your business to thrive?

Yes: 274 responses (74.3%)

No: 95 responses (25.7%)

If not, what is needed?

1. **Housing Affordability:** This is the most prominent theme, with many respondents expressing concern about the rising cost of housing and its impact on attracting and retaining employees.
2. **Workforce Development:** There is a need for training and developing a skilled workforce to meet the demands of the local economy.
3. **Economic Challenges:** Many businesses are facing economic challenges, including rising costs, decreased revenue, and increased competition.
4. **Business Climate:** The overall business climate in the area is a concern for many, with factors such as taxes, regulations, and competition impacting businesses.
5. **Regulatory Hurdles:** Regulatory burdens, such as those imposed by the TRPA, or local governments are hindering business growth and development.
6. **Infrastructure Issues:** Poor infrastructure, particularly in terms of transportation and snow removal, is impacting businesses and residents.
7. **Community Support:** Local businesses are seeking more support from the community, including through marketing and advocacy efforts.

8. **Seasonal Workforce:** The seasonal nature of many businesses in the area creates challenges in staffing and workforce management.
9. **Government Support:** Businesses are calling for more government support, including funding for affordable housing and infrastructure improvements.

If you need more staff, what is working in finding them and what isn't?

Top 5 Themes: What's Working

1. **Word-of-Mouth & Personal Networks:** Many businesses find success through recommendations from existing staff and connections within the community. (e.g., Word of mouth, Social media, In person applications, Networking with local groups)
2. **Targeted Advertising:** Strategies like advertising on location, using local platforms (e.g., Sierra Sun, Craigslist), and social media marketing show some success in attracting local candidates.
3. **Competitive Wages & Benefits:** Offering competitive wages, full-time hours, and benefits like healthcare and training can attract qualified candidates.
4. **J1 Visa Program:** Utilizing the J1 visa program allows businesses to access a temporary workforce.
5. **Remote Work:** For some positions, offering remote work options can expand the applicant pool beyond limitations of local housing availability.

Lake Tahoe Visitors Authority Photo

Top 5 Themes: What's Not Working

1. **High Cost of Housing:** The primary challenge identified is the high cost of housing in the area, making it difficult for potential employees to afford to live there.
2. **National Job Boards:** Platforms like Indeed and other major job boards appear to have limited effectiveness in attracting local candidates.
3. **Recruiting Challenges:** Expenses associated with recruiting, difficulty finding qualified candidates, and low application turnout are ongoing struggles.
4. **Seasonal Workforce:** The seasonal nature of some businesses makes it difficult to find and retain staff, particularly during peak seasons.
5. **Limited Local Workforce:** Businesses report a lack of skilled or qualified labor available locally, particularly for specialized positions.

What tools, resources or infrastructure would enable you to grow or maintain your business in the next few years?

Employee Housing: 143 responses (37.0%)

More Parking/Transit: 74 responses (19.1%)

*Other: 170 responses (43.9%)

Photo provided by NTCA

Themes in the "Other Category"

- **Childcare**: Lack of affordable childcare options hinders families and businesses.
- **Economy**: High cost of living, declining tourism, and struggling businesses.
- **Infrastructure**: Need for broadband improvement, better signage, and public facilities for tourists.
- **Regulations**: Concerns about government involvement and high taxes.

How do you feel about the future of our Tahoe economy?

- Very Good: 7 responses (2%)

- Good: 131 responses (43%)

- Unsure: 86 responses (28%)

- Concerned: 74 responses (24%)

- Very Concerned: 8 responses (3%)

How can local government and business associations/chambers help your business?

Marketing/Advertising: 125 responses (24.0%)

Providing local employee housing: 94 responses (18.0%)

Consolidated/Discounted Credit Card processing fees: 40 responses (7.7%)

Streamlined Permitting & Licensing: 40 responses (7.7%)

Advocacy: 39 responses (7.5%)

Customer service training: 31 responses (6.0%)

Business Loans: 28 responses (5.4%)

Pooling together for discounts for major purchases/procurement or employee health benefit programs: 27 responses (5.2%)

Disability access and inclusion policies: 13 responses (2.5%)

*Other: 84 responses (16.1%)

Themes in the "Other Category"

1. **Address Housing Crisis:**
    - Implement policies to increase affordable housing options more quickly.

    - Encourage the development of workforce housing.
    - Support programs to help employees with housing costs now, while housing projects are being built.
2. **Simplify Regulations and Streamline Processes:**
    - Reduce bureaucratic red tape and streamline permitting procedures.
    - Advocate for lower taxes and fees for small businesses.
    - Improve communication and collaboration between government agencies and businesses.
3. **Enhance Infrastructure and Support Services:**
    - Invest in public transportation and parking infrastructure.
    - Improve internet connectivity and broadband access.
    - Provide more support services for small businesses, such as marketing assistance and business counseling.

How important is the tourism economy to your business?

Very important: 251 responses (69.5%)

Somewhat important: 59 responses (16.3%)

Neutral: 27 responses (7.5%)

Not very important: 15 responses (4.2%)

Irrelevant: 9 responses (2.5%)

Photo provided by NTCA

In your opinion, how important is sustainability/environmental stewardship to the success of our local economy?

Very important: 251 responses (69.5%)

Somewhat important: 59 responses (16.3%)

Neutral: 27 responses (7.5%)

Not very important: 15 responses (4.2%)

Irrelevant: 9 responses (2.5%)

Do you have any sustainability practices you would like to share with us today?

Water bottle filling station: 61 responses (13.2%)

Sourcing local products: 60 responses (13.0%)

Compostable takeout packaging: 55 responses (11.9%)

Energy-efficient appliances: 51 responses (11.0%)

Visitor education: 49 responses (10.6%)

Water conservation efforts: 47 responses (10.2%)

Final Thoughts

Overall, the survey highlights the need for a comprehensive approach to address the challenges facing businesses in the region. This includes addressing housing affordability, improving infrastructure, streamlining regulations, and providing more support for workforce development.

Business Outlook:

- **Optimism:** A significant portion of businesses feel they have the necessary resources to thrive.
- **Growth and Stability:** A majority of businesses are either stable or increasing.
- **Economic Challenges:** Despite this optimism, there are concerns about economic challenges, including rising costs, decreased revenue, and increased competition.

Workforce and Housing:

- **Staffing Shortages:** Businesses are facing challenges in hiring and retaining employees, particularly in seasonal industries, although the majority of businesses noted they currently have the staff they need.
- **Housing Affordability:** The high cost of housing is a major barrier to attracting and retaining employees.
- **Workforce Development:** There is a need for more skilled workers, and businesses are seeking solutions to address this gap. This is an area for potential alignment with the Chambers, Business Associations and schools.

Government and Community Support:

- **Government Support:** Businesses are calling for more government support, particularly in the areas of affordable housing, infrastructure, and regulatory reform.
- **Community Collaboration:** Local businesses are seeking more support from the business and visitor bureau community, including through marketing and advocacy efforts.
- **Chambers/Business Associations:** Businesses are looking to business associations and chambers of commerce to provide more resources and support, such as marketing assistance, business counseling, and advocacy.

The Lake Tahoe Business Walk survey serves as one tool for understanding the needs and priorities of local businesses. By aligning with the strategic goals outlined in the Prosperity Playbook, the survey provides a roadmap for fostering economic growth and community resilience in the Tahoe region. The Playbook strategies also closely align with the goals of local government economic development efforts, the Chambers and Business Associations work to support small businesses. Improving the success of small businesses in the Lake Tahoe region helps support local residents and therefore a thriving community, so the synergy of these efforts moving forward is a key goal.

The insights gained from this survey will inform future initiatives and partnerships aimed at addressing challenges such as workforce housing, transportation, and a balanced tourism economy. By working together, the Tahoe community can build a more inclusive and resilient economy that benefits all residents and businesses.

Acknowledgements

Thanks to the Tahoe Prosperity Center Program Manager, Derrick Martin and Office Manager, Evelyn Mejia Ronquillo for coordinating and implementing the Ecanvasser application used to collect data during the in-person business walks. This was a new app and had never been used by the TPC team or any of the Chambers or business associations. Evelyn and Derrick supported the training of the volunteers using the app and consolidating the final data to support preparing this final report.

In addition, TPC would like to acknowledge and thank each of the partners organizations. They quickly coordinated all the volunteers for the business walks, hosted many planning meetings and organized food and beverages for the volunteers, in addition to conducting surveys. Coming together as a region is always inspiring and we appreciate your time and commitment to improving our community and economy.

Photo provided by the Tahoe Chamber

Vision Statement:

The Mid-Town area shall foster a more defined sense of place in central South Lake Tahoe to facilitate ease and pleasure of residents going about their daily lives and give visitors a glimpse of the rich community and culture of South Lake Tahoe's current and original residents. Enhancement of existing recreation attractions will continue to support a lively and healthy community where all members find belonging. The natural beauty of Lake Tahoe and diversity of City residents shall be reflected in ample public art where residents and visitors alike can learn, explore, engage, be inspired, and bridge generational and cultural divides.

Guiding Principles:

The following principles are derived from topics and themes that were at the forefront of conversations with stakeholders and community members. They are intended to guide plan development and ensure that the Mid-Town Area Plan Vision Statement is considered and consistent with all policies and standards outlined within the Plan.

Recreation and Open Space

Enhance existing recreation uses to support the health and well-being of individuals and the community by providing safe and well-maintained parks, day-use areas, event venues, and open spaces.

Curate recreation spaces that accommodate those of differing abilities and ages.

Built Environment

Ensure that new developments recognize the importance of third places and that mixed-use developments anticipate the needs of future tenants.

Create a built environment that complements and preserves open space, natural resources, and natural features through sustainable building practices and water quality treatments.

Transportation

Address gaps in creating a safe and interconnected active transportation network, with an emphasis on increasing safety for students and youth traveling between South Tahoe Middle School, the Boys and Girls Club, playing fields, Bijou Park, and residences.

Arts and Culture

Appreciate and recognize all aspects and individuals of our community with an emphasis on art that inspires critical thinking, creativity, connection, and community.

Through consultation with the Washoe Tribe of California and Nevada, identify opportunities where public art can assist in the preservation and appreciation of indigenous knowledge and culture.

Land Use

Expand town centers in both extent and development pattern to encourage greater residential densities and mixed-use developments that, in turn, support affordable housing, local business growth, walkability, and community cohesion.

Maintain the area's small-town charm while encouraging redevelopment of vacant and underused sites.

Institute flexible permissible use lists to allow for a range of complementary uses and help reduce commercial vacancy.

Policies:

Policies ensure that actions taken under the Plan are consistent with and contribute to achieving the community goals and vision for the area. While policies are not strictly enforceable, they inform development and design standards, which are enforceable. Additionally, projects that require discretionary permits, such as design review or special use, shall demonstrate consistency with applicable policies. Each heading below corresponds to a chapter of the Plan, which is formatted in accordance with the City's General Plan.

Land Use and Community Design

Land Use and Community Design Goal 1 – Create an environment with ease of access for all modes of transportation that activates streetscapes.

Policy 1.1 Public Parking Investigate locations for public parking to accommodate peak seasons, special events, and reduce business reliance on onsite parking.

Policy 1.2 Shared Parking Encourage consolidation of existing parking areas and shared parking agreements.

Policy 1.3 Business Collaboration Encourage business owners to collaboratively improve the experiences of patrons by completing or contributing to area wide curb, gutter, sidewalk, landscaping, street lighting, and drainage improvements.

Policy 1.4 Sustainable Communities Implement the TMPO's Regional Transportation Plan and Sustainable Communities Strategy in mid-town by implementing a land use pattern where housing supply, transportation, and work opportunities support GHG emission reduction targets.

Policy 1.5 Corridor Beatification Develop incentives for private property owners participation in the beautification of scenic corridors.

Policy 1.6 Off-site Improvements Require frontage improvements or alternative contributions for all major redevelopments or new construction.

Policy 1.7 On-Site Improvements Maintain design standards that facilitate safe and intuitive connectivity not only within the site, but also to offsite amenities such as sidewalks, bike paths, bus stops, and neighboring parcels where appropriate.

Land Use and Community Design Goal 2 – Curate a built environment that improves aging infrastructure and addresses vacancies while maintaining a small-town atmosphere.

Policy 2.1 Public Service Collaboration Collaborate with other local agencies to streamline improvements of public services, utilities, and infrastructure.

Policy 2.2 Accelerate Improvements Create a clear definition of "new construction" to ensure safety, accessibility, and sustainability upgrades are diligently implemented.

Policy 2.3 ALUCP Consistency Ensure all uses and building designs are consistent with the Airport Land Use Compatibility Plan.

Policy 2.4 Third Places Create multi-use third places spaces that serve individual needs for outdoors and exercise that can also host community events such as markets and fairs.

Policy 2.5 Community Space Developments shall meet the needs of individuals that are not directly addressed by the primary use through providing shared community spaces.

Policy 2.6 Redevelopment Explore ways for the City to play a more active role in infill development and redevelopment.

Land Use and Community Design Goal 3 – Enforce design standards that maintain the small-town charm stakeholders overwhelmingly admire about Mid-Town, while creating greater potential for redevelopment and larger building envelopes.

Policy 3.1 Building Placement Create design standards that require and incentivize placing structures in highly visible locations, shielding parking and other undesirable elements from view.

Policy 3.2 Colors and Materials Structures shall complement the natural environment by utilizing textures and colors that harmonize with the surrounding natural features.

Policy 3.3 Massing Buildings shall avoid bulky and overbearing designs, especially when adjacent to sensitive land uses such as residential, open space, or recreation, by incorporating articulation and depth enhancing features such as eaves, balconies, and recesses.

Policy 3.4 Residential Compatibility Structures with height over 26 feet shall reduce mass when adjacent to sensitive uses by placing additional height at a greater setback.

Policy 3.5 Site Improvements All improvements shall contribute functionally and aesthetically to the site.

Policy 3.6 Screening of Industrial Elements To the extent possible, industrial elements such as HVAC systems, dumpsters, storage areas, and the like shall be screened and blended with other site elements.

Policy 3.7 Shorezone Development Projects within Shorezone Tolerance District 4 shall be held to additional standards and a higher level of review to maintain scenic thresholds and avoid environmental degradation

Economic Development

Economic Development Goal 1 – Support the establishment, growth, and longevity of local business.

Policy 1.1 Commercial Design Encourage the development of commercial spaces that are affordable and meet the needs of intended tenants.

Policy 1.2 Commercial Visibility In designating bike routes and designing right-of-way infrastructure, consider improvements that increase connectivity to and visibility of commercial uses and storefronts.

Policy 1.3 Smart Design Encourage mixed-use developments to be designed with a specific commercial use in mind to ensure the space meets the needs of the tenant.

Policy 1.4 Makerspaces Facilitate the success of local artists and artisans by developing zoning that allows for makerspaces, demonstration areas, and art studios, uses that are often restricted to industrial zones.

Policy 1.5 Economic Activation Encourage and facilitate responsibly managed public and private special events that bring residents and visitors to commercial centers and increase interaction with local businesses.

Policy 1.6 Flexible Uses Allow for a wide range of permissible uses, requiring Special Use Permits where appropriate to prevent operational conflicts or sensory annoyances.

Economic Development Goal 2 – Enhance existing commercial hubs by offering redevelopment incentives to create a strong community center.

Policy 2.1 Development Right Incentives Provide commercial floor area and coverage at no cost for mixed-use developments in the Town Center that incorporate new residential units or for the redevelopment of blighted or distressed properties.

Policy 2.2 Redevelopment Incentives Actively pursue information and analyses regarding implementation strategies as identified in Chapter 13.

Housing and Demographics

Housing Goal 1 – Promote development of high-quality housing options for residents of all income levels.

Policy 1.1 Housing Options Provide sufficient housing options using the Regional Housing Needs Assessment to track development trends.

Policy 1.2 Understanding of Needs Continue efforts to track housing needs, such as the Affordable Housing Waitlist and the Point-in-Time Count, maintaining an understanding that demand for all housing types likely exceeds the Regional Housing Needs Allocation.

Policy 1.3 Development Right Incentives Continue to offer incentives in the form of Residential Units of Use at no cost for deed-restricted units for low, very low-, and moderate-income tenants; residential developments or residential components of mixed-use developments in Town Centers; and multifamily rental units and ADUs regardless of location (Resolution 2023-051).

Policy 1.4 Coverage Incentives Continue to offer incentives in the form of coverage at no cost for housing developments deed restricted to low-, very low-, and moderate-income tenants; residential developments in Town Centers; and mixed-use developments with a residential component in Town Centers (Resolution 2023-051).

Policy 1.5 Town Center Expansion The Mid-Town Area Plan shall expand the Town Center as appropriate, allowing more parcels to take advantage of height, density, coverage, and development right transfer incentives for both market rate and deed restricted housing developments.

Policy 1.6 Housing Advocacy In accordance with Program 2-8 of the City of South Lake Tahoe 2022-2027 Housing Element, continue to advocate for changes to Tahoe Regional Planning Agency regulations to reduce restrictions on affordable, workforce, and mixed-use housing developments.

Policy 1.7 Special-Needs Housing Implement zoning that furthers Goal HE-4 of the 2022-2027 Housing Element, "To provide a range of housing services for households with special needs within South Lake Tahoe."

Policy 1.8 Student Housing Ensure the reservation of 21 Bonus Units by the Tahoe Regional Planning Agency to be transferred to Lake Tahoe Community College in accordance with permit ERSP2022-1992, and accept the 21 residential units of use originally provided by the City back into City pools for additional housing projects.

Policy 1.9 Density Flexibility Include built-in flexibility regarding density, anticipating and advocating for changes to the Tahoe Regional Planning Agency Code of Ordinances that would allow additional density for market-rate units.

Housing Goal 2 – Encourage mixed-use developments with vertical or horizontal residential components.

Policy 2.1 Housing in Town Centers Encourage residential uses in conjunction with new construction and redevelopment projects to increase pedestrian activity near transit stops and amenities.

Policy 2.2 Compact Mixed-Use Units Allow a residential unit to be built as an accessory to a commercial use for employee housing, manager's units, or other long-term tenants.

Policy 2.3 Housing by Employers and Public Institutions To reduce barriers to employee housing and further compliance with the California Employee Housing Act, allow residential units to be built by-right in commercial zones and on public service properties.

Policy 2.4 Compatible Uses As there is more intermixing of residential and commercial uses and properties, permit conditions should increasingly consider quality of life (noise, safety, health, etc.).

Housing Goal 3 – Maintain development and design standards that allow for below market rate housing to be built by the private sector.

Policy 3.1 Affordable by Design Allow greater residential densities that encourage affordable by design units.

Policy 3.2 Funding Eligibility Allow greater residential densities where large developments are appropriate and feasible, so that projects can be competitive in receiving funding.

Policy 3.3 Mixed Income Density Bonus Allow density beyond the maximum allowed when the additional units are income restricted.

Policy 3.4 Maximize Building Envelope Potential Provide parking reductions, additional coverage opportunities, and increased height to allow more units to be built.

Policy 3.5 Facilitate Additional Coverage In the construction of area-wide stormwater treatments, consider building in additional treatment capacity so that affordable, moderate, and achievable housing developments may utilize coverage above 70% as allowed by TRPA Code of Ordinances 30.4.2(B)(5). and30.4.2(B)(6).

Transportation and Circulation

Transportation Goal 1 – Enhance the bike network to create an interconnected system with safe and efficient paths to high priority locations, starting and ending with private property improvements.

Policy 1.01 Active Transportation Diligently pursue identified active transportation projects.

Policy 1.02 Priority Connections Continue to identify and address gaps in the active transportation network.

Policy 1.03 Youth Safety In development of all paths, consider immediate and future opportunities to connect to or prioritize locations frequented by students and youth, using the Lake Tahoe Unified School District's *Safe Routes to School Master Plan* as guidance.

Policy 1.04 Wayfinding and Reliability Install wayfinding signage throughout the area to direct cyclists and pedestrians to key locations and services.

Policy 1.05 User Conflict Avoidance Explore opportunities to designate separate pedestrian and bike/scooter lanes on Class 1 paths through high traffic areas to reduce user conflicts.

Policy 1.06 Easement Acquisition City staff shall work with property owners during entitlement processes to acquire easements for identified bike paths and maintain easements for existing paths.

Policy 1.07 Bijou Park Connectivity Increase connectivity both to and within Bijou Community Park, with all actions anticipating a fixed transit stop within the park.

Policy 1.08 Off-site Improvements Consistent with Land Use and Community Design Policy 1.6, require frontage improvements or alternative contributions for all major redevelopments or new construction.

Policy 1.09 On-Site Improvements Consistent with Land Use and Community Design Policy 1.7, maintain design standards that facilitate safe and intuitive connectivity within the site, but also to offsite amenities such as sidewalks, bike paths, bus stops, and neighboring parcels where appropriate.

Policy 1.10 Bike Parking and Storage Ensure visitors, patrons, and residents have secure locations to store bicycles for short and long periods of time.

Transportation Goal 2 – Provide and maintain safe roadways for efficient circulation of Mid-Town and surrounding areas.

Policy 2.1 Level of Service Strive to maintain LOS D or better on all arterial and collector roads, and signalized intersections.

Policy 2.2 Vehicle Miles Travelled Review all changes in use and new uses for vehicle miles traveled, requiring mitigation when projects that exceed the standards of significance.

Policy 2.3 Emergency Access Ensure all project sites can be accessed by emergency services.

Policy 2.4 Emergency Response In accordance with Goal S 1, Policy 1.2, advocate for the installation of emergency signals and clear zones at South Lake Tahoe Fire Station #2.

Policy 2.5 Corridor Analysis Continue efforts to analyze, identify, and propose safety and circulation enhancements for US Highway 50/Lake Tahoe Boulevard.

Policy 2.6 Intentional Landscaping Ensure landscaping does not block sight lines for drivers, pedestrians, or bicyclists.

Policy 2.7 Curb Cuts Minimize curb cuts and strategically place driveways away from the curb radius on corner lots.

Policy 2.8 Street Treatments Consider key areas where private/public partnerships can accomplish large-scale pedestrian, shared parking, and circulation improvements.

Transportation Goal 3 – Identify best design practices that allow for safe year-round bicycle navigation and longevity of improvements.

Policy 3.1 Path of Least Resistance To the extent feasible, bike paths should avoid sharp turns and follow direct routes to key recreation, residential, and employment destinations.

Policy 3.2 Longevity of Improvements Continue to explore the feasibility of recessed pavement markings and other longevity strategies.

Policy 3.3 Load Capacity In the construction of bike paths, continue to account for the use of heavy-duty equipment to withstand snow removal activities and increasing e-bike traffic.

Transportation Goal 4 – Allow for reasonable flexibility in parking standards to accommodate unique uses and seasonal demand.

Policy 4.1 Alternative Demand Analysis Allow low-cost options for projects to receive exceptions to parking requirements.

Policy 4.2 Parking Guidance Pilot As a pilot program of sorts, provide parking guidelines rather than standards for public service uses.

Policy 4.3 Parking Signage Ensure public parking lots have sufficient signage to alleviate parking conflicts at high activity times.

Transportation Goal 5 – Increase and maintain coordination with other providers to efficiently implement new transportation infrastructure, programs, and services.

Policy 5.1 JPA Play an increasingly active role in local transit through the South Tahoe Transit Joint Powers Authority Agreement with El Dorado County.

Policy 5.2 Order of Operations Coordinate with STPUD and other public service agencies when completing right-of-way improvements for a dig-once, bottom-up approach.

Policy 5.3 Micromobility Management Pursue memorandums of understanding with all micromobility entities currently operating or wishing to operate in South Lake Tahoe to better manage community safety concerns and minimize conflicts involving scooters.

Public/Quasi-Public Facilities and Services

Public Services Goal 1 – Increase efficiency of City operations, service capacity, and participation at public meetings and hearings at a focal Civic Center within the 56-Acres Master Plan site.

Policy 1.1 Concentration of City Services Concentrate City services in and around the 56-acre site to provide a one-stop shop for homeowners, developers, contractors, and community members seeking City services or assistance.

Policy 1.2 Quality City Spaces Provide quality City facilities to increase employee retention, job satisfaction, and employee health.

Policy 1.3 City Hall for All Develop a City Hall that is centrally located; easily accessible by bike and transit, has nearby childcare facilities; and accommodates those with sensory impairments or neurodiversity.

Policy 1.4 Multi-Use Space To introduce individuals to City facilities outside of City events, the civic center shall serve as a space for a variety of community needs, such as board meetings of other organizations, private events, conferences, and the like.

Policy 1.5 Continued Community Involvement Involve community members from project inception through groundbreaking by providing a space within the civic center that exhibits project updates and milestones.

Public Services Goal 2 Maintain central maintenance facilities to best serve the community.

Policy 2.1 Corp Yard Revamp Improve or redevelop the City streets maintenance facility (corp yard) to have a lesser visual and spatial impact on the 56-acres site while maintaining a central location for efficient service.

Policy 2.2 Parks Maintenance Develop a parks maintenance facility that is central to the major service locations of Bijou Community Park, Bijou Golf Course, and Campground by the Lake.

Public Services Goal 3 – Support enhancements of other public and quasi-public agencies.

Policy 3.1 Vector Control Relocation Facilitate relocation of El Dorado County's vector control facility by presenting alterative locations.

Policy 3.2 Local Provider Coordination Coordinate with local utility providers to allow for enhancements, expansions, and streamlining of necessary public services.

Policy 3.3 Government Center Lot Line Clean Up Where necessary, adjust property lines within the South Lake Tahoe Government Center to streamline improvements to existing uses.

Policy 3.4 Stormwater Coordinate with El Dorado County to implement an effective stormwater drainage Plan for the South Lake Tahoe Government Center and neighboring City facilities.

Policy 3.5 Student Housing In accordance with Housing Policy 1.8 "ensure the reservation of 21 Bonus Units by TRPA to be transferred to Lake Tahoe Community College in accordance with permit ERSP2022-1992 and accept the 21 residential units of use originally provided by the City back into City pools."

Natural Resources and Water Quality

Natural Resources Goal 1 – Create attractive streetscapes that complement the natural environment.

Policy 1.1 Private Property Frontages Explore creation of incentive programs to encourage property owners to participate in beautification of scenic corridors and maintain attractive street frontages with healthy native vegetation, efficient irrigation, neat parking barriers, and screening where necessary.

Policy 1.2 City Streetscape Improvements Keep well maintained right of ways following best practices of efficient irrigation, buffers between streets and sidewalks, and lighting.

Policy 1.3 Project Level Utility Improvements Require new distribution level electrical lines be installed underground when visible from scenic corridors or Lake Tahoe.

Policy 1.4 Area Wide Utility Improvements Work with local utility providers to analyze the feasibility of retrofitting and undergrounding utilities.

Natural Resources Goal 2 – Maintain or achieve attainment of all scenic resources.

Policy 2.1 Views from Lake Tahoe Ensure all projects visible from Lake Tahoe are thoroughly reviewed to prevent adverse scenic impacts (Al Tahoe Scenic Shoreline Unit 32).

Policy 2.2 Scenic Roadways Pursue improvements that contribute to increases in scenic quality rating.

Policy 2.3 View of the Lake Implement development and design standards that create openings between buildings for increased visibility and accessibility of Lake Tahoe.

Natural Resources Goal 3 – Water quality improvements shall be an integral part of all new construction, major redevelopments, and right-of-way improvements to protect and enhance Lake Tahoe's exceptional transparency, color, and clarity, as well as the quality of surrounding waterways.

Policy 3.1 Rufus Allen Install drainage and stormwater treatment infrastructure along Rufus Allen Blvd to mitigate seasonal flooding.

Policy 3.2 BMP Streamlining The City shall support TRPA efforts to streamline BMP treatments for residential developments on high-capability lands.

Policy 3.3 Shared Treatments Explore opportunities for area-wide treatments between multiple parcels, including a mix of public and private interests.

Policy 3.4 Snow Storage Ensure snow storage areas are upstream of BMP treatments.

Policy 3.5 Lake Tahoe Total Maximum Daily Load Collaborate with Lahontan Water Quality Control Board and refine the Pollutant Load Reduction Strategy for load reduction targets.

Policy 3.6 Environmental Improvement Program Coordinate with TRPA to implement projects identified by the Environmental Improvement Program.

Policy 3.7 Government Center Stabilize sediment sources, treat runoff, and alleviate flooding at the El Dorado County Government Center and City of South Lake Tahoe Police Department (Environmental Improvement Program (EIP) Project Number01.01.01.0195).

Policy 3.8 Source Water Protection Review all possible contaminating activities proposed in source water protection zones in accordance with TRPA Code of Ordinances 60.3.3(D) to prevent contamination of drinking water sources.

Policy 3.9 Facilitate Additional Coverage In accordance with Housing Policy 3.5, consider building in additional treatment capacity to area-wide stormwater treatments so that affordable, moderate, and achievable housing developments may utilize coverage above 70% as allowed by TRPA Code of Ordinances 30.4.2(B)(5). and30.4.2(B)(6).

Natural Resources Goal 4 – Preserve, enhance, and restore stream environment zones and their functions.

Policy 4.1 Redirection and Transfer of Development Do not allow new developments to encroach on SEZs and provide incentives to relocate development from SEZs to high-capability lands.

Policy 4.2 SEZ Mitigation Require mitigation when coverage is transferred within an existing disturbed SEZ.

Policy 4.3 Bijou Park and Golf Course SEZ In expansions or modifications to Bijou Park and the golf course, consider alternatives that reduce encroachment and increase functioning of SEZs.

Natural Resources Goal 5 – Encourage building practices that reduce climate change impacts regionwide and consider health of residents.

Policy 5.1 Residential Air Quality Residential developments should consider the health and well-being of residents by including air conditioning, screening, and shading of units, especially where homes are adjacent to high-polluting roadways such as Lake Tahoe Boulevard.

Policy 5.2 El Dorado County AQMD Implement measures recommended by the El Dorado County Air Quality Management District and explore grants and incentives offered for community benefit.

Policy 5.3 Construction Emissions Encourage the use of low-emission construction equipment; prohibit open burning of debris from site clearing unless involved with a fuels reduction project; encourage the use of water or other dust control measures; and require low idling time for construction equipment and vehicles.

Policy 5.4 Sustainable Building Hold all projects to current standards of California Building Code and Building Energy Efficiency Standards, providing incentives for projects that exceed.

Policy 5.5 Renewable Energy Support the creation of location appropriate renewable energy systems, and advocate for the allowance of shared systems.

Art, Cultural, and Historic Resources

Art, Cultural, and Historic Resources Goal 1 – Develop an arts and culture focus within the 56-Acres Master Plan site, building on the area's existing historic features.

Policy 1.1 Funding Explore funding mechanisms to sustain a public arts grant program and, based on the funding source, consider identifying a priority area for installations.

Policy 1.2 Community Garden Explore the viability of a community/demonstration garden that teaches about high altitude gardening and plant species culturally and environmentally significant to the Washoe Tribe and Tahoe Basin.

Policy 1.3 Infrastructure for Art: Consider infrastructure needs of art, such as platform accessibility and lighting, in the development of other improvements.

Policy 1.4 Visibility of Art Recognize and account for the unique lighting needs of standalone art displays.

Art, Cultural, and Historic Resources Goal 2 – Collaborate with underrepresented communities to foster pride, awareness, and appreciation of different cultures within in the South Lake Tahoe community.

Policy 2.1 Washoe Representation Consult with the Washoe Tribal Government to identify and develop appropriate ways for tribal goals to be addressed through public art.

Policy 2.2 Education: Identify education opportunities for natural resources used by indigenous peoples for medicinal purposes, food, or tools.

Policy 2.3 Little Ameca Represent the approximately 22% of City residents who have ties to the City of Ameca or the state of Jalisco, Mexico.

Policy 2.4 Place Naming Consider appropriate areas to officially reinstate place names as originally identified by the Washoe Tribe.

Art, Cultural, and Historic Resources Goal 3 – Appreciate and recognize cultural and historic resources within the Mid-Town plan area.

Policy 3.1 Archeological Discoveries Treat all newly discovered archeological finds as significant resources until evidence to the contrary has been provided.

Policy 3.2 Paleontological Discoveries Treat all newly discovered paleontological finds as significant resources until evidence to the contrary has been provided.

Policy 3.3 Resource Preservation Where feasible, preserve or restore cultural and historic resources. Where preservation is not feasible, require mitigation for the loss of the resource that preserves public access and provides education.

Policy 3.4 Human Remain Discovery Require projects or ground disturbance activities be halted should human remains be discovered. Follow state procedures regarding notifying the County Coroner and the Native American Heritage Commission and Washoe Tribe should the remains be determined to be indigenous.

Recreation and Open Space

Recreation Goal 1 – Increase availability of recreation opportunities in the winter months.

Policy 1.1 Winter Recreation Activities Explore expanding golf course operations and facilities to include winter sports and events that activate the space for year-round use.

Policy 1.2 Extended Activation Implement enhancements and additions to the Bijou Park that can extend use periods, both daily and yearly.

Policy 1.3 Campground Uses: Explore ways to utilize the campground during the winter months.

Recreation Goal 2 – Modify and enhance Bijou Community Park and Golf Course to meet parking needs, capacity demand for individual uses, accessibility, and suitability for special events.

Policy 2.1 Connectivity Increase non-autocentric connectivity both to and within the park, anticipating and advocating for a fixed route transit stop at Bijou Community Park.

Policy 2.2 Parking Needs Meet parking demand through additional vehicle and bicycle parking locations within the existing site, as well as through acquisition of new parcels.

Policy 2.3 City Owned Clubhouse Explore pathways to developing a new clubhouse on City-owned property.

Policy 2.4 Clubhouse Improvements Construct a new golf clubhouse that can accommodate special events, parking demand, year-round uses, and recreation-related accessory uses.

Policy 2.5 Special Event Facilitation In all improvements to Bijou Park, consider how the space can become better suited to hosting special events that accommodate people of all ages and abilities.

Policy 2.6 ADA Compliance Address shortfalls identified by the City's ADA Self Evaluation and Transition Plan to bring all park facilities into compliance with the Americans With Disabilities Act (ADA).

Policy 2.7 Recreation for All Pursue accessible upgrades beyond those required by ADA, such as inclusive playground features that encourage disabled and able-bodied children to interact and share the same space, considering not only physical disabilities, but also sensory impairments, processing disorders, and other conditions.

Policy 2.8 Recreation Diversification and Enhancements Continue working with the community to identify desired uses for Bijou Park as a whole, as well as enhancements to individual uses. Should tradeoffs occur, work with the affected community to mitigate losses, be they spatial, historic, or other.

Policy 2.9 Concessions Consider appropriate and need-based uses or services to operate from the existing concessions building, including but not limited to:

- Rental/loaner helmets for skate and bike park users
- Disc golf pro shop
- Items for tidying of facilities (brooms, rakes, leaf blower, etc.)
- Tools for equipment quick fixes
- Prepackaged drinks and snacks
- Simple first aid supplies
- Water bottle refill station

Recreation Goal 3 – Balance recreation improvements with open space and stream environment zones.

Policy 3.1 Stream Environment Zones In expansions or modifications to Bijou Park and Golf Course, consider alternatives that reduce encroachment into or increase functioning of stream environment zones.

Policy 3.2 Open Space: Maintain sufficient open space areas for the benefit of the community and the environment.

Policy 3.3 CTC Land Exchange Continue parcel exchange efforts with the California Tahoe Conservancy to increase open space for the community's enjoyment.

Recreation Goal 4 – Develop the Recreation & Aquatics Center to be a community center for residents and visitors of all walks of life.

Policy 4.1 Supporting Facilities Develop supporting facilities for the Recreation & Aquatics Center, such as day use, outdoor summer camp, event, and demonstration spaces.

Policy 4.2 Integration of Art Realize the Recreation & Aquatics Center as a community hub where all individuals can find representation.

Recreation Goal 5 – Increase accessibility and experiences of beach recreation.

Policy 5.1 CTC Land Exchange Continue parcel exchange efforts with the California Tahoe Conservancy to increase opportunities for beach access and exploring expansion scenarios for Lakeview Commons.

Policy 5.2 Lakeview Commons Maintain Lakeview Commons as a community hub while exploring mechanisms to increase recreation areas.

Policy 5.3 Accessible Improvements Ensure beach recreation areas are accessible by walking, riding, or rolling.

Safety and Noise

Safety Goal 1 – Reduce or eliminate long-term risk to people and property from hazards, both natural and manmade.

Policy 1.1 Floodplain Development Do not allow additional development in 100-year floodplains unless the findings of TRPA Code of Ordinances 35.4.2(A), (B), (C), or (D) are made.

Policy 1.2 Emergency Response Advocate for the installation of emergency signals and clear zones at South Lake Tahoe Fire Station #2.

Policy 1.3 Smart Growth Create development standards consistent with the State of California, Office of the Attorney General's *Best Practices for Analyzing and Mitigating Wildfire Impacts of Development Projects Under the California Environmental Quality Act.*

Policy 1.4 Overflight Zones Require all new projects located within the overflight safety area to meet the standards and requirements of the Airport Land Use Compatibility Plan (ALUCP) in effect at the time the project is reviewed.

Policy 1.5 Police Access: Maintain police access to high-visitation areas, such as Lakeview Commons, especially during peak visitation times, for safer pedestrian experiences.

Policy 1.6 Community Event Safety Maintain appropriate police presence at community events for the safety of participants and the surrounding areas.

Safety Goal 2: Facilitate developments that increase the City's preparedness and resilience towards hazards and disasters.

Policy 2.1 Regional Safety Partners Support Lake Tahoe Community College in developing a regional first responder safety and training facility.

Policy 2.2 Flow Requirements Coordinate with STPUD to ensure proposed developments can be supported by existing infrastructure and meet minimum flow requirements for fire suppression.

Policy 2.3 Emergency Access Ensure developments and event spaces are accessible by emergency vehicles.

Policy 2.4 Improved Fire Facilities Explore locations within mid-town for the relocation of Fire Station #2 that allow room for expansion, accommodating training space, administrative offices, and increased response capacity.

Policy 2.5 Improved Police Facilities Explore the feasibility of improvements to police department facilities that allow for additional training opportunities, secure storage, and administrative offices with room for growth.

Safety Goal 3 Protect the community from harmful effects of exposure to excessive noise and ground borne noise.

Policy 3.1 Noise Mitigation for Residential Uses Residential projects fronting US Hwy 50/Lake Tahoe Blvd shall include features that mitigate transportation-related noise pollution, such as vegetation buffers and air conditioning.

Policy 3.2 Airport Noise Review all projects against Noise Compatibility Criteria (Table 4-1) of the Airport Land Use Compatibility Plan (ALUCP) to avoid establishing noise-sensitive uses in affected areas.

Policy 3.3 Transportation Noise Require mitigation of new transportation noise sources to the levels shown in Table HS-2 of the City General Plan at all outdoor activity areas and interior spaces of existing noise-sensitive land uses.

Policy 3.4 Acoustic Analysis Require an acoustical analysis as part of the environmental review process when noise-sensitive land uses are proposed in areas exposed to existing or anticipated exterior noise levels exceeding the levels shown in Table HS-1 and HS-2 of the City General Plan.

Policy 3.5 Ground Borne Noise Require an analysis of potential vibration impact be conducted for all construction activities that include impact equipment and activities such as pile driving, soil compaction, or vibratory hammers that occur within 200 feet of existing structures.

Tahoe Sierra Business District | MID-TOWN AREA PLAN

DESIGNWORKSHOP
CITY OF SOUTH LAKE TAHOE
April 2025

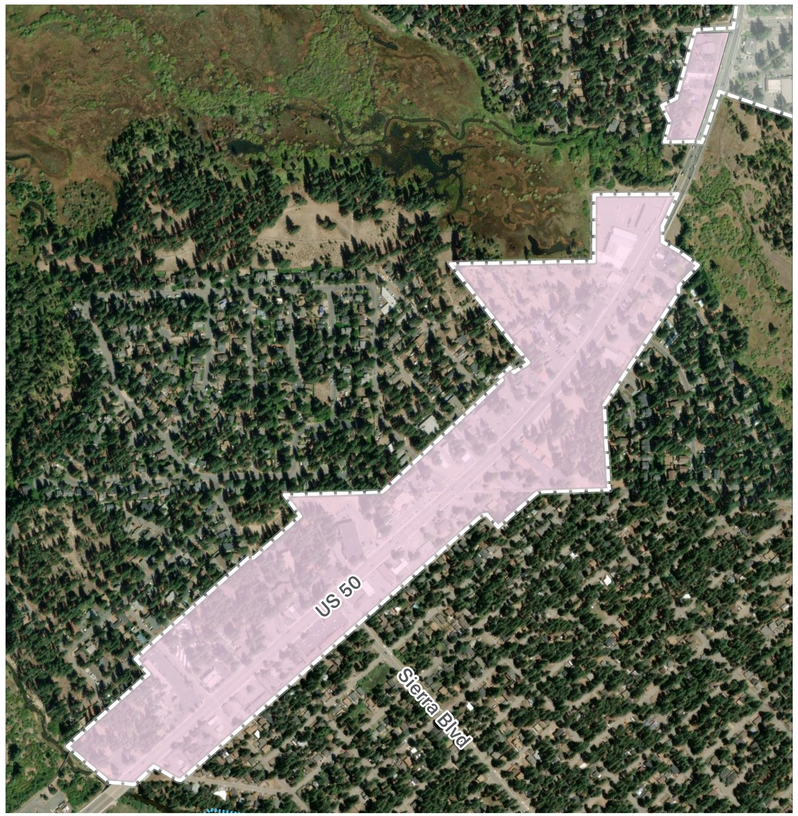
CONDITIONS

DISTRICT SIZE | 123.8 acres

EXISTING LAND USES | Commercial, Tourist Accommodation, Public Service, Recreation, Open Space, Multi-Family Residential, and Vacant

DISTRICT VISION

The district shall maintain a strong commercial presence, while incorporating flexible zoning for residential uses. The plan aims to slow down this area and make it more enjoyable for all users by enhancing bike and pedestrian infrastructure, create community open spaces, preserving open space, and enhancing curb appeal.



Tahoe Sierra Business District

WHAT WE'VE HEARD

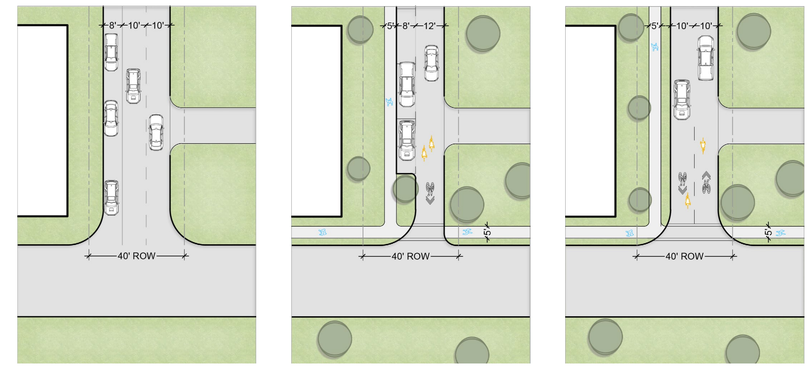
- Develop pedestrian- and bicycle-friendly access to businesses in the Sierra Commerical area.
- Allow for mixed-use and higher density housing.
- Improve pedestrian safety with intersection improvements and additional crosswalks, especially associated with high-density or mixed-use developments. Consider mid-block crossings on city streets.
- Consider opportunities to convert vacant parcels into parks or recreation space.
- Provide public parking in convenient locations. Designate parking areas for beach goers, business patrons, and employess.
- Restrict business hours of operation to reduce noise and light pollution near residential areas.

DISTRICT DESIGN STANDARDS

- Incorporate moderate density housing in appropriate locations to avoid noise, pollution, and parking conflicts associated with US 50.
- Implement variable setbacks to encourage community spaces and reduce the alley-like feel of the area.
- Maintain spatial buffers and reduce building mass to reduce impacts on adjacent residential neighborhoods.
- Allow for additional height (32-38 feet) to make mixed-use projects (ground floor commercial and upper level residential) more feasible.
- Continue efforts alongside the California Tahoe Conservancy to preserve open space and restore stream environment zones.
- Allow light industrial uses of an artistic nature to create room for growth for local artisan entrepreneurs.

PALMIRA AVE. BICYCLE BOULEVARD CONCEPTS

- Develop Palmira Ave between Carson Ave and Lodi Ave as a Bicycle Boulevard, separating bicycles and pedestrians from highway traffic and encouraging activity in the area.



Existing Conditions

Palmira Ave Bike Boulevard Concepts

SHARED PARKING

- Minimize the number of driveways along US 50 by encouraging the design and use of shared access points.
- Provide incentives for consolidating parking into shared parking areas.
- Develop strategies and incentives for landowners to provide onsite public parking outside of business hours.

Harrison/Sandy District | MID-TOWN AREA PLAN

CONDITIONS

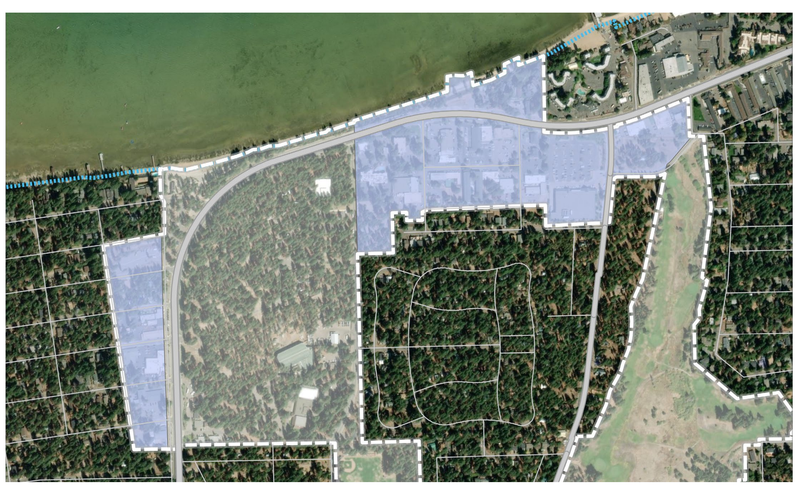
DISTRICT SIZE | 82.9 acres

EXISTING LAND USES | Commercial, Tourist Accommodation, Single- and Multi-Family Residential, Public Service, and Vacant

DISTRICT VISION

The district is bisected by the 56-Acres Master Plan site, though connected characteristically by its small-town atmosphere and physically by heavily used bike and pedestrian connections along Lakeview Commons. The Harrison Ave. area is well established, however a priority remains to identify additional public parking strategies to serve both businesses and beachgoers as well as enhance infrastructure to reduce scooter/bike/pedestrian conflicts.

A complete streets treatment has been explored for Sandy Way which currently suffers from a lack of pedestrian and accessible infrastructure, stormwater treatment, and orderly parking. The area is well loved by locals, but there is much potential to increase walkability and curb appeal and develop a cohesive district identity.



Harrison/Sandy District

WHAT WE'VE HEARD

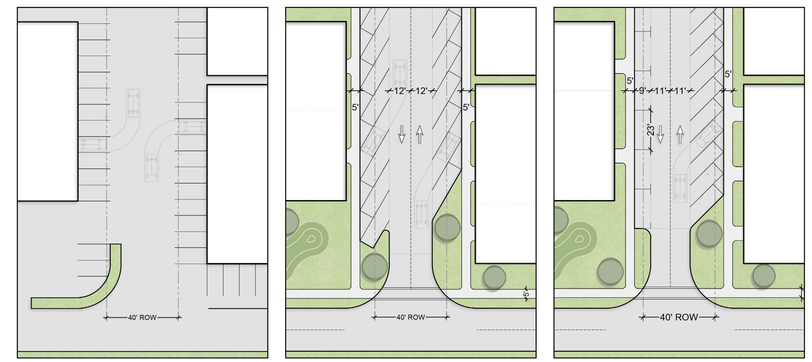
- Opportunity area for artist, music, event, and culinary venues.
- Improve safety by providing greater separation of uses for pedestrians, cyclists, and e-mobility in high traffic areas.
- Intersection improvements at US 50 and Johnson Blvd.
- Fix safety and connectivity gap at Harrison Ave to provide more clear routes for pedestrians and cyclists.
- Provide dedicated parking for beachgoers to ensure parking is available for business employees and patrons.
- Maintain connections between neighborhoods and commercial or recreations areas.
- Allow for mixed-use and multi-family developments.

DISTRICT DESIGN STANDARDS

- Maintain spatial buffers and reduce building mass to reduce impacts on adjacent residential neighborhoods.
- Maintain more specific design standards that encourage the "old Tahoe" atmosphere, such as pitched roofs and natural materials/textures.
- Allow for additional height (approximately 40 feet) to make mixed-use projects (ground floor commercial and upper level residential) more feasible.
- Explore parking management strategies at Harrison Ave. to reduce conflicts between business patrons and beachgoers.

SANDY WAY CONCEPTUAL RIGHT-OF-WAY IMPROVEMENTS

- A complete streets treatments would address many of the community concerns for the Sandy Way region of this district. Final plans may vary based on parking demand analyses, stormwater system planning, further community outreach, cost evaluation, and outreach to property owners.

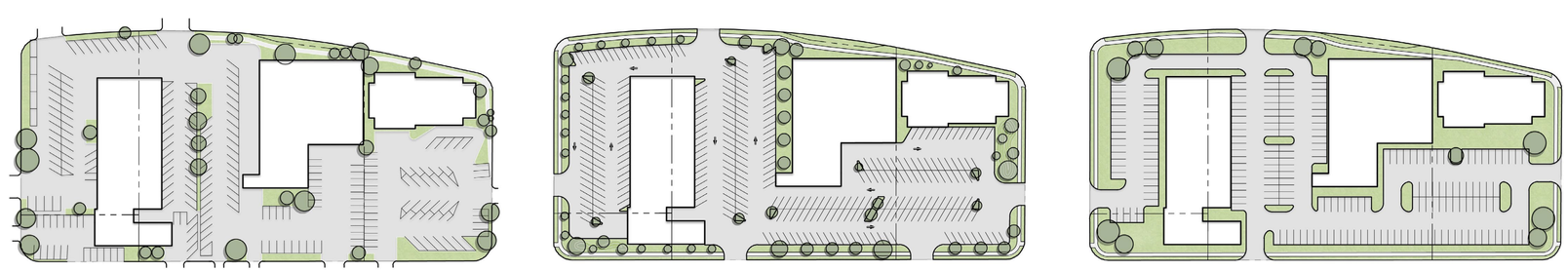


Existing Conditions

Complete Street Concepts

SHARED PARKING

- Reduce the number of driveway crossings and vehicular interactions with pedestrians and cyclists, such as through shared driveways and parking facilities.
- By reconfiguring a series of parking lots, these concepts increase the overall number of parking spaces, improve the safety of pedestrians and drivers alike, and create space for landscape and stormwater improvements.



Example Parking Lot Existing Conditions

Shared Parking Lot Concepts

Al Tahoe Center | MID-TOWN AREA PLAN

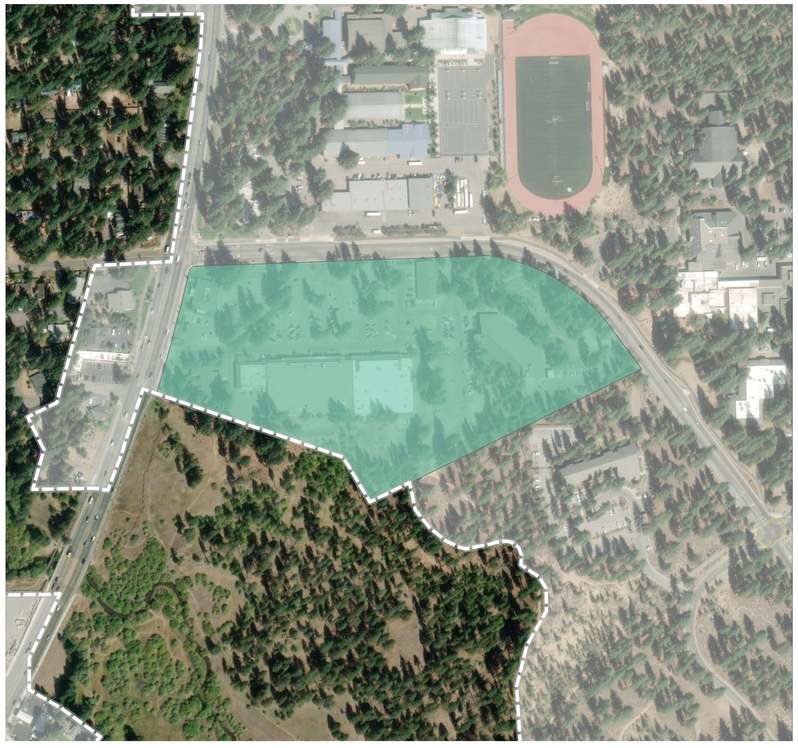
CONDITIONS

DISTRICT SIZE | 24.7 acres

EXISTING LAND USES | Commercial

DISTRICT VISION

The Al Tahoe Center consists of large and outdated commercial buildings with a sea of unutilized parking. This area should be transformed into a mixed-use hub with housing for a range of income levels, community pocket parks or open spaces, and thriving economic activity to support the growth of local small businesses. Special attention should be taken to incorporate views of Trout Creek, possibly through a riverwalk concept that reorients businesses towards Trout Creek and serves as a pedestrian boulevard between Lake Tahoe Boulevard and Lake Tahoe Community College.



Al Tahoe Center

WHAT WE'VE HEARD

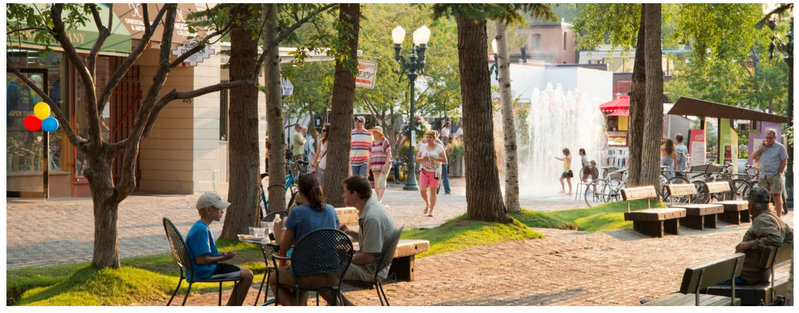
- Allow for a strong mix of uses and incorporate public spaces.
- Reduce the amount of parking or use underutilized parking areas as satellite lots, park and ride services, or shared parking.

DISTRICT DESIGN STANDARDS

- Allow greater height as a redevelopment incentive.
- Allow residential uses by right, as they were previously prohibited here.
- Develop zoning that allows light industrial uses of an artistic nature to create room for growth for local artisan entrepreneurs.
- Explore incentives to bring property owners together for a cohesive redevelopment strategy that creates housing, community spaces, and integration with nearby open space.

Increased height

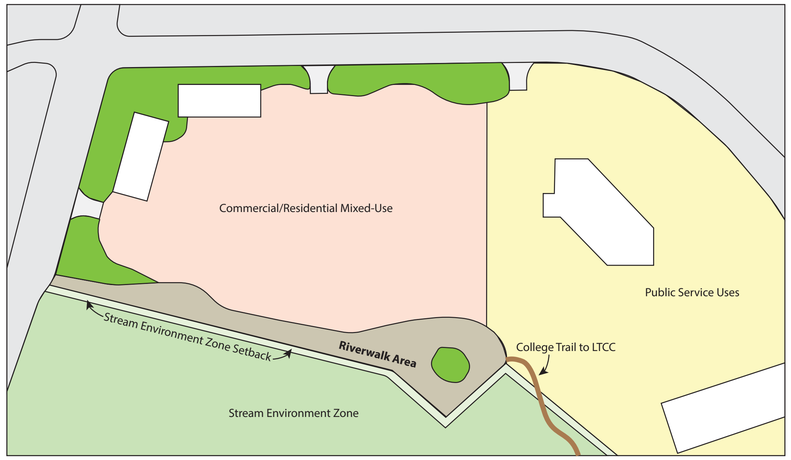
Allow for artist studios or makerspaces



Community spaces

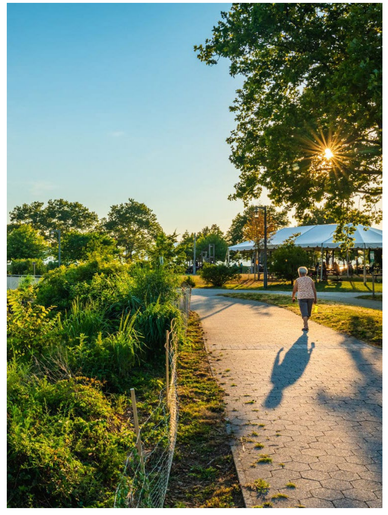
RIVERWALK CONCEPT

- Parcels within this district have the unique opportunity to compliment community spaces with Trout Creek and the surrounding natural area. While the stream environment zone shall not be encroached upon, commercial uses may take advantage by providing scenic views of Trout Creek from open-air pedestrian walking and seating areas. Applying a riverwalk concept along the southern side of these parcels has the potential to create a natural draw to the area.



Conceptual site layout showing public riverwalk adjacent to Trout Creek Stream Environment Zone.

Cherry Creek Trail, Denver



Hudson River

Public Service Center | MID-TOWN AREA PLAN

DESIGNWORKSHOP
April 2025

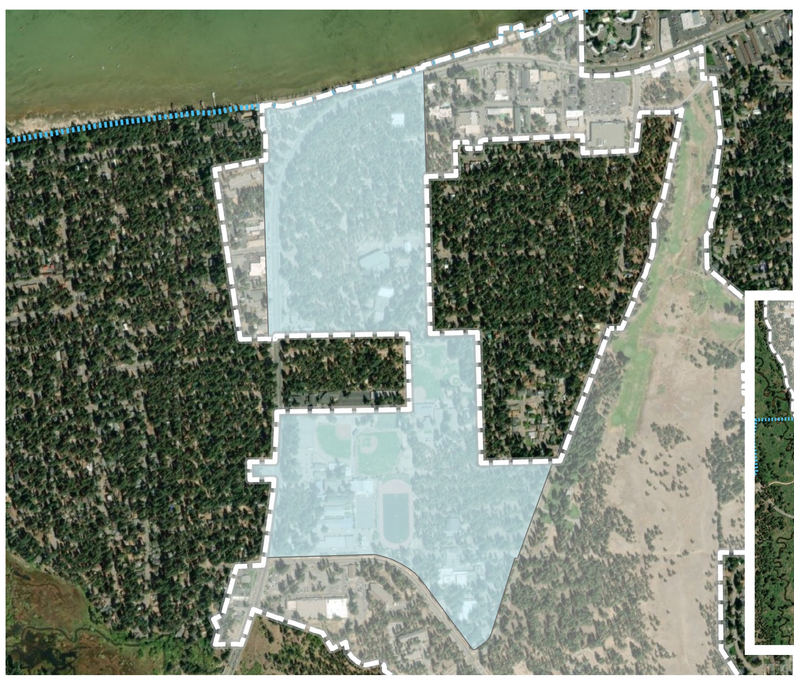
CONDITIONS

DISTRICT SIZE | 422.7 acres

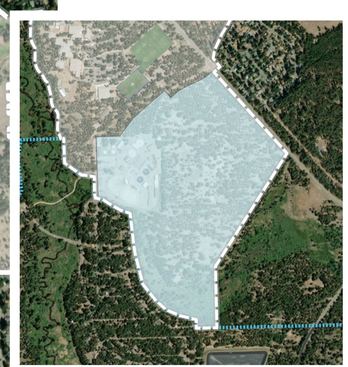
EXISTING LAND USES | Recreation, Public Service, Tourist Accommodation, and Vacant

DISTRICT VISION

Many facilities integral to the City of South Lake Tahoe and surrounding area are located within the Public Service Center District including but not limited to South Tahoe Public Utility District, Lake Tahoe Unified School District, and U.S. Postal Service. The Mid-Town Area Plan maintains flexible development and design standards to accommodate the range of unique uses within the district. The Mid-Town Area Plan supports efforts of the 56-Acres Master Plan to realize this area as a civic center which will provide accessibility and connectivity to support events and visitors of Lakeview Commons, El Dorado Beach, and Harrison Avenue.



Public Service Center North



Public Service Center South
(South Tahoe Public Utility District)

WHAT WE'VE HEARD

- Support the development of public services and recreation opportunities within the 56 Acres area.
- Improve safety around South Tahoe Middle School (school zone, intersection safety improvements, etc).
- Maintain the historic Tahoe character which is prevalent in this area.

DISTRICT DESIGN STANDARDS

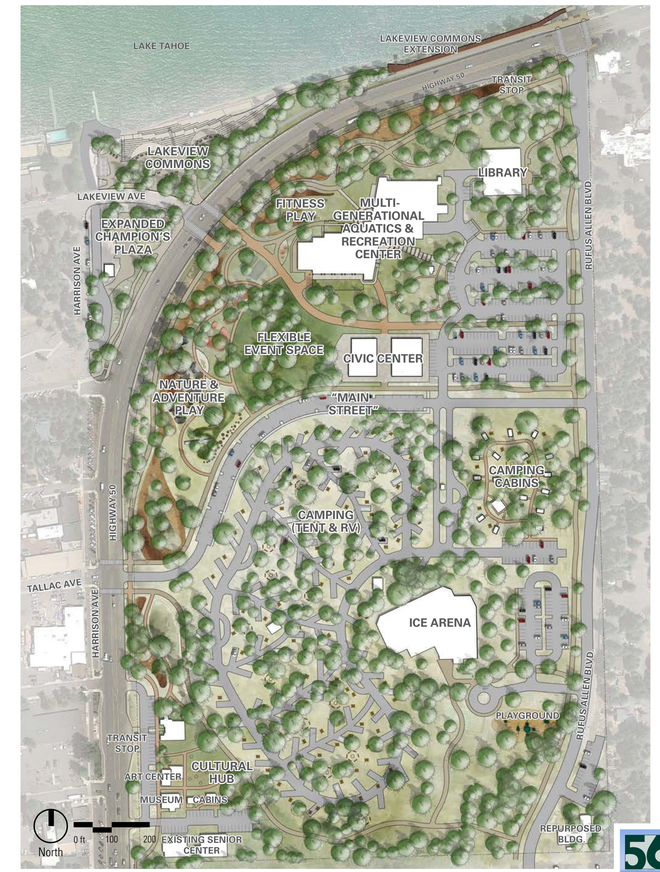
- Allow for a multitude of public service and recreation uses to support growth of the area's existing facilities.
- Include eligible parcels in the Town Center to allow more development potential for uses that serve the greater south shore community, such as:
  - Coverage up to 70%
  - Maximum height of 56 feet
- Allow flexible roof design standards to account for large and unique structures.
- Allow modifications to development and design standards for public service uses that have unique operational needs or utilize specialized equipment.

Rendering showing a view of the entrance of the new Multi-generational Recreation and Aquatic Center.

56 ACRES MASTER PLAN

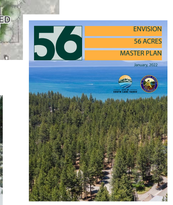
- Concentrate City services in and around the 56-acre site to provide a one stop shop for homeowners, developers, contractors, and community members seeking City services or assistance.

MASTER PLAN



56 Acres Master Plan

Rendering showing a view of the Main Street at the 56 Acres entrance across from Tallac Avenue.



Lake Tahoe Community College | MID-TOWN AREA PLAN

DESIGNWORKSHOP
April 2025

CONDITIONS

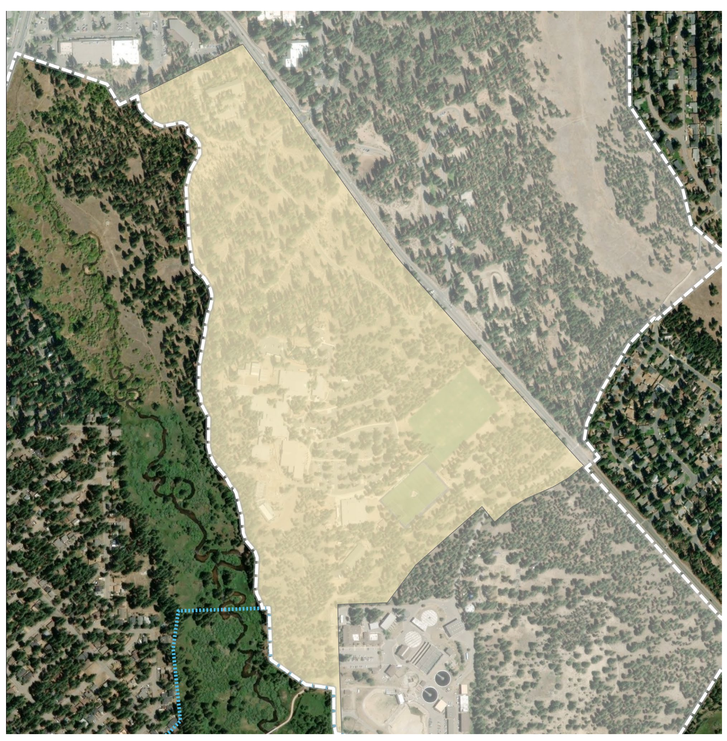
DISTRICT SIZE | 194.4 acres

EXISTING LAND USES | Public Service, Recreation

DISTRICT VISION

This district consists solely of Lake Tahoe Community College (LTCC) facilities and land. The Area Plan supports the campus' continual growth and changing needs with flexibility in permissible land uses.

Appropriately sized commercial developments may be allowed to support student life and events without impacting other local businesses in the City or creating independent commercial uses. Special considerations of LTCC include student housing and facility needs for unique programs.



Lake Tahoe Community College

WHAT WE'VE HEARD

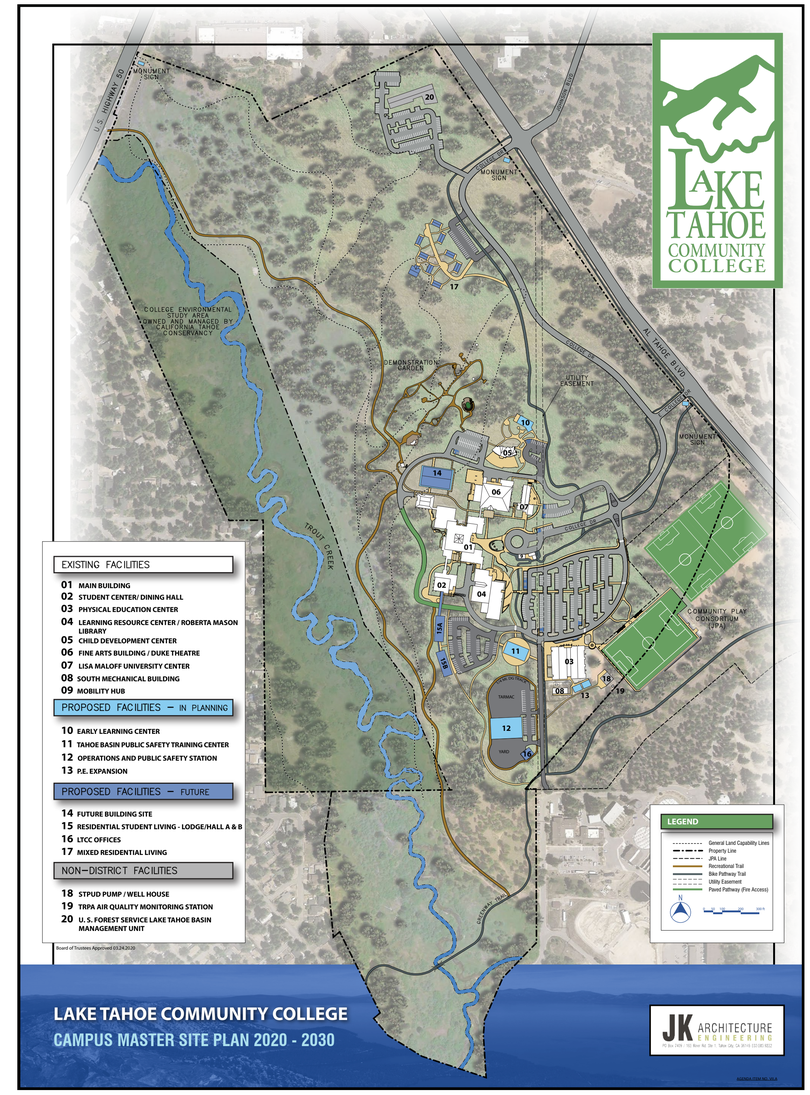
- Consider parking agreements between Lake Tahoe Community College (LTCC) and ski resorts and other commercial or recreation areas to provide park and ride shuttles.

DISTRICT DESIGN STANDARDS

- Allow modifications to development and design standards for public service uses that have unique operational needs or utilize specialized equipment.
- Allow a maximum height of 56 feet when the structure is compatible with the surrounding environment.
- Include in Town Center to facilitate the development of additional student housing.
- Allow uses that facilitate campus' growth.
- Create unique signage opportunities for LTCC to acknowledge the many roles it plays in the community.

Lake Tahoe Community College today

LAKE TAHOE COMMUNITY COLLEGE MASTER PLAN



Rendering of the new student housing building by JK Architecture + Engineering

Bijou Recreation District | MID-TOWN AREA PLAN

DESIGNWORKSHOP
CITY OF SOUTH LAKE TAHOE
April 2025

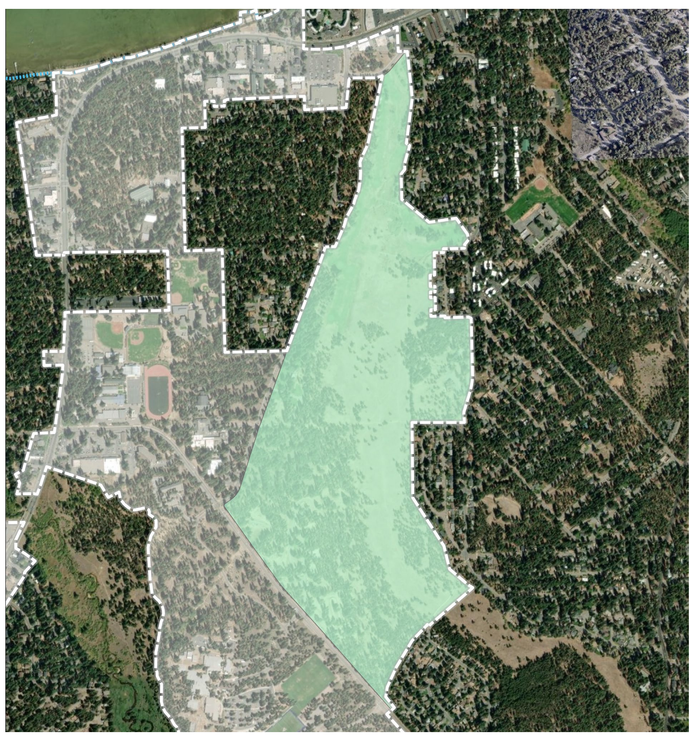
CONDITIONS

DISTRICT SIZE | 338.1 acres

EXISTING LAND USES | Recreation, Public Service, Single-Family Residential, Conservation, and Vacant

DISTRICT VISION

Much of the Bijou Recreation District consists of strong recreation assets at the heart of the South Lake Tahoe community; however, they lack cohesion and connectivity. As part of the Mid-town Area Plan process, a working group came together to establish a long-term vision for the future of Bijou Community Park that will inform future projects and the upcoming Bijou Community Park Implementation Plan. Bijou Community Park should be enhanced to provide additional activities for those of all ages and abilities.



Bijou Recreation District

WHAT WE'VE HEARD

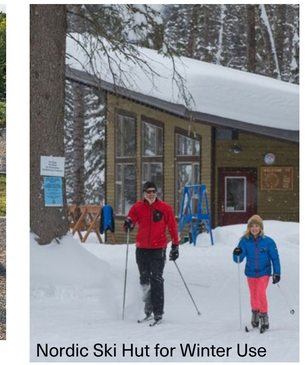
- Improve pedestrian and bicycle facilities on Johnson Blvd.
- Improve infrastructure at Bijou Community Park such as restroom, water fountain, etc. and perform regular maintenance.
- Provide inclusive play equipment.

DISTRICT DESIGN STANDARDS

- Allow for a multitude of recreation uses to better serve the broader south shore community, including accommodations for casual community gathering spaces and events.
- Continue working with the community to identify desired uses for Bijou Park as a whole, as well as enhancements to individual uses. Should tradeoffs occur, work with the affected community to mitigate losses, be they spatial, historic, or other.
- Better integrate Bijou Community Park with Bijou Golf Course, Lake Tahoe Community College, and other surrounding areas.
- Implement improvements such as lighting to increase usable hours.
- Ensure all improvements provide opportunities regardless of users' ages or abilities.
- Consider additional parking needs with future upgrades.

PRECEDENT IMAGERY

Nature Play, Inclusive Play



Nordic Ski Hut for Winter Use

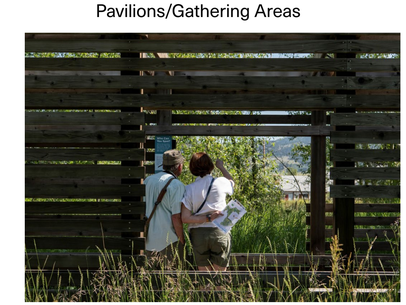
Basketball Half Court

Flexible Spaces for Community Events and Gatherings

Amphitheater

Pavilions/Gathering Areas

Disc Golf Course Enhancements



Birdwatching and Wildlife Viewing

Implementation Strategies

The following are possible implementation tools that the City Council may discuss and choose to include in the Mid-Town Area Plan for further consideration. The presence of a strategy in this document does not constitute a commitment by the City of South Lake Tahoe to implement it.

Landbank

Creating a City of South Lake Tahoe landbank would allow the City to play a direct role in redevelopment. The landbank would acquire private land offered for sale. After a period, the parcel would be placed for sale for preferred developments. The City may also choose to maintain ownership until adjacent parcels are sold or intended to be redeveloped. This provides an opportunity for parcels to be merged and redeveloped as part of a larger project area. This is particularly valuable as coverage limitations, smaller lot sizes, and irregular lot shapes are present in the Mid-Town area, all of which limit development potential.

Further research would be required to identify the necessary startup funds, feasibility, and qualifications for desirable parcels.

Property Tax Abatement Programs

Exploration of tax abatement programs may be included in the Mid-Town Area Plan with further direction to analyze financial implications and project eligibility. This technique can be used to target specific parcels, such as those that have remained vacant for extended periods, or to incentivize certain types of development, including mixed-use developments that incorporate affordable housing units.

This approach generally has low startup costs but does result in forgone revenue.

Public/Private Partnerships

There has been widespread recognition of the benefits of collaboration with private property owners to complete projects such as the Harrison Avenue Streetscape Improvement & Bike Trail. The City may choose to explore further opportunities to achieve areawide stormwater treatments, shared parking facilities, and pedestrian and bike infrastructure. There are lessons to be taken from the Harrison Avenue project, such as the value of parking as discussed below.

Paid Parking

A tool often used by jurisdictions to alleviate the burden on developers of constructing and maintaining onsite parking is paid public parking and parking benefit districts. These systems assign an appropriate cost to public parking based on location and demand. Jurisdictions can remove parking minimums from private establishments, while earning funds to enhance right-of-ways with bike paths, walkways, ADA features, street lighting, and drainage improvements. Funds may also be dedicated to addressing other community goals, such as the creation of public art.

During outreach, staff heard both support and opposition for paid parking. Further research would include a feasibility study, implementation, and enforcement needs, as well as appropriate uses for the funds.

Public Art Funding and Priority Zone

A primary goal of the Mid-Town Area Plan is to emphasize arts and culture within this area. Should a funding source for public art be identified, the Mid-Town region may be designated as a priority zone for public art. Proposals within this zone may receive additional points.

Redevelopment Districts

In May of 2024, the City of South Lake Tahoe submitted a letter of support for AB 930, Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE) Act. While this specific bill was not successful, City staff will continue to monitor state legislation for redevelopment funding opportunities.

Projects such as Heavenly Village and the Harrison Avenue Streetscape Improvement Project utilized redevelopment funds to deliver new and upgraded commercial spaces, safe and accessible pedestrian and bike paths, extensive stormwater treatment systems, and lively gathering spaces.

Defining “New Construction”

Creating a clear definition of “new construction” would help keep properties from falling into disrepair, making them more attractive to new tenants and possibly reducing commercial vacancy rates. It is a trend for developers to remodel buildings down to the studs. However, because the building is not fully demolished, it does not qualify as a new construction project, and certain building code requirements cannot be enforced. Defining new construction to include these kinds of projects will ensure safety, accessibility, and sustainability upgrades are diligently implemented.

Implementation would only require staff time for the development and adoption of an ordinance.

Bijou Park and Golf Course Implementation Plan

Following the adoption of the Mid-Town Area Plan, the City Parks and Recreation Department will develop a Bijou Park and Golf Course Implementation Plan to execute goals and priorities identified by the community. The plan will outline specific deliverables, timelines for completion, funding mechanisms and/or gaps, and possible roadblocks or challenges to project fruition.

Mid-Town Area Plan

Design Standards and Policy Review

City Council

September 9, 2025

Contents

- Introduction
- Setting and background
- Outreach summary
- Plan contents
- Implementation strategies
- Discussion

Area Plan Introduction

- Provide direction for a specific area
- Build on General Plan goals and policies
  - Transportation and Circulation
  - Recreation and Open Space
  - Land Use and Community Design

- Long range planning document, 20-year vision

  - Allowed land uses
  - Minimum and maximum densities
  - Site design standards
  - Building design standards
  - Public improvements

Before

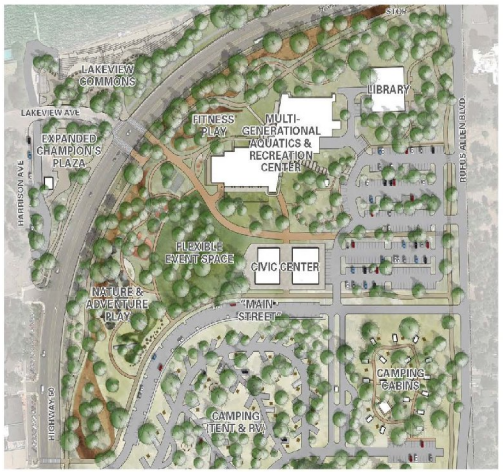
Aft

MID-TOWN PLAN AREA

N 0 400 800 1600'

A Harrison Avenue Commercial District

B Champions Plaza and Lakeview Commons



C 56 Acres Master Plan Area

D Safeway Grocery Store

E Bijou Golf Course

F Bijou Community Park

MID-TOWN PLAN AREA

N 0 400 800 1600'

G Lake Tahoe Community College

H Tahoe Center (US 50 & Al Tahoe)

I Meeks Lumber & Hardware

J Former Lilly's Tire Service

K Tourist accommodations at Sky Lake Lodge

L Swiss Chalet Village

Background and Prior Direction

- City Council 2023-2028 Strategic Plan Priority 1.2 Mid-Town Revitalization
- Support from the TRPA Governing Board

- Replace aging planning documents
  - Bijou/Al Tahoe Community Plan (1995)
  - Tahoe Sierra (Sierra Tract) Commercial PAS (1987)
  - Bijou Meadows PAS (1987)

- Target public facing uses and zones
  - 33.3% recrea?ons
  - 27.4% public service
  - 11.2% commercial

Prior City Council Actions	
May 7, 2024	Kicked off the project with City Council
June 4, 2024	Entered professional services agreement with Design Workshop
September 10, 2024	Discussed priorities with City Council

Stakeholder and Public Outreach

Outreach Venues

- Community events (3)
- Open houses (4)
- Public hearings (6)
- Stakeholder meetings (14, virtual and in person)
- Stakeholder workshops (2, two-day sessions)
- Online public comment application
- Adjacent efforts: Councilors of Real Estate's Transforming Neighborhoods initiative and Tahoe Chamber South Shore Business Walk

Communication Methods

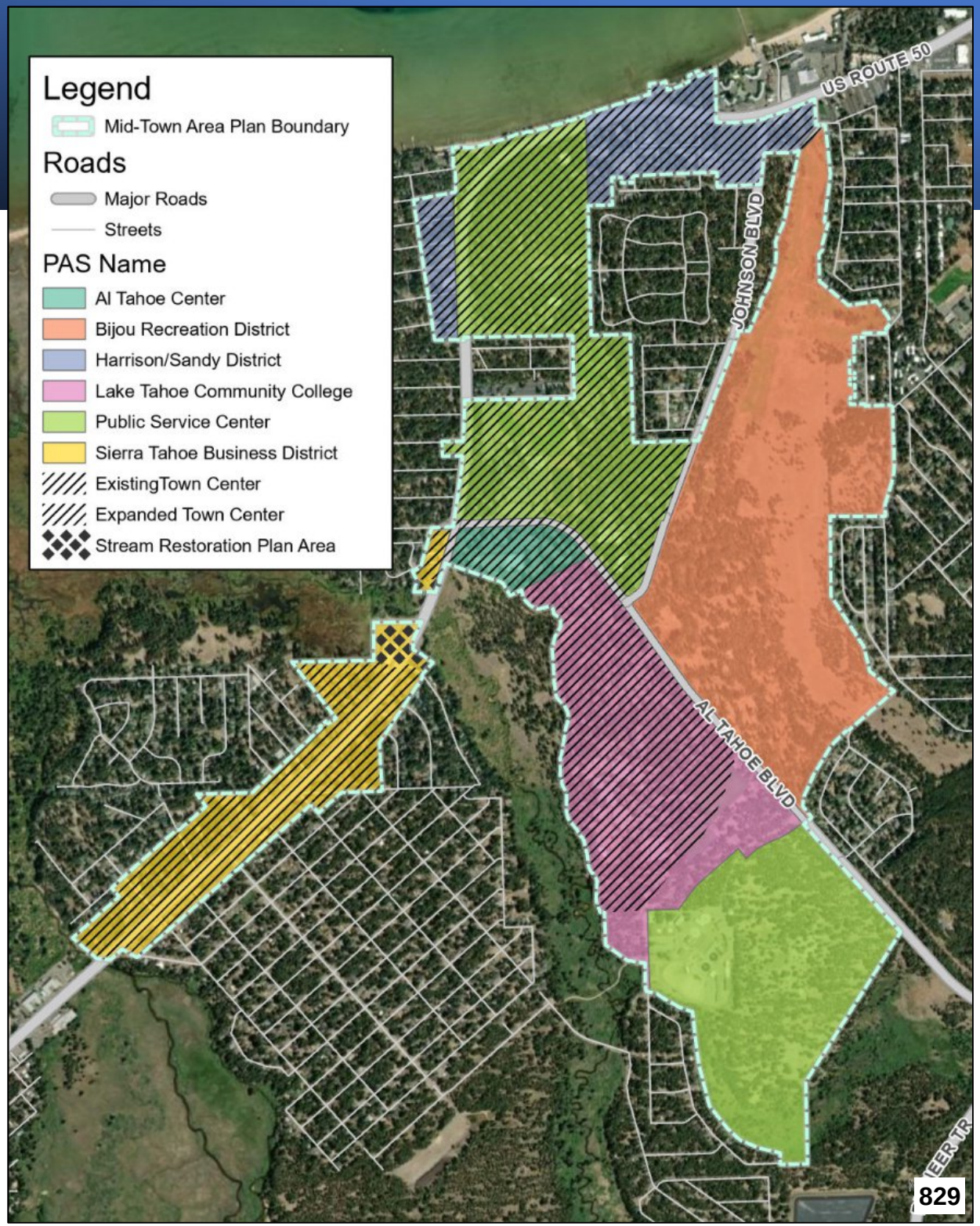
- Targeted email invites
- Dedicated Mid-Town webpage
- Social media
- Flyers throughout town
- South Tahoe Now
- South Tahoe Tribune
- Email blast to possibly interested parties
- Door to door (Tahoe Chamber Business Walk)
- Email subscription to Mid-Town specific updates
- Messages boosted by Lake Tahoe Unified School District and Tahoe Regional Planning Agency

Mid-Town Goals: Revitalization

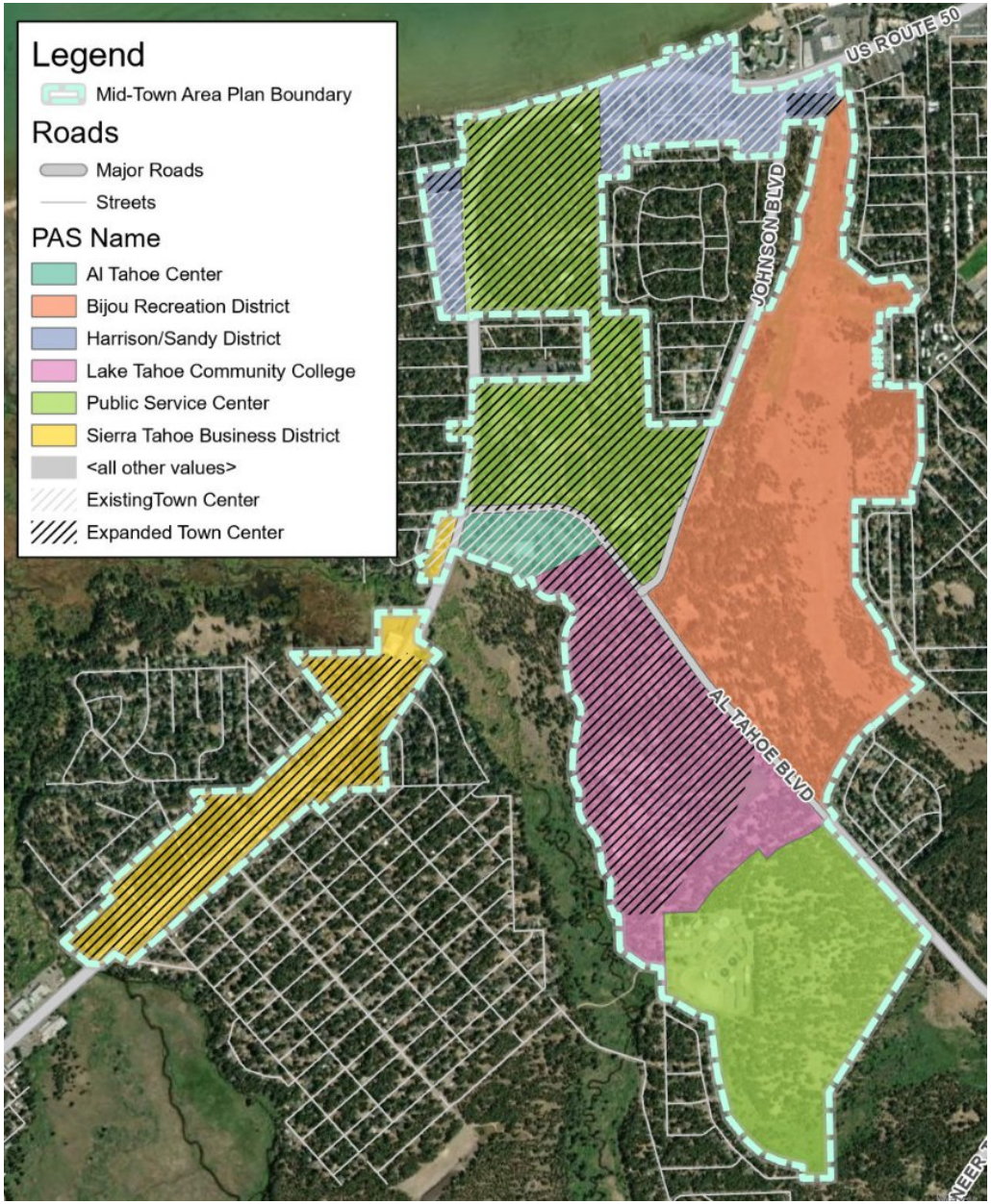
- Implement policy and design standards that support all housing types
- Emphasize the area as an arts and culture center
- Consider unique needs of public service uses within the plan area
- Identify enhancements and gaps to work towards a safe and interconnected active transportation network
- Explore community demand/desire for enhancements to recreation assets
- Develop an implementation chapter that provide incentives and to achieve plan goals

Proposed Zoning

- Harrison/Sandy District
- Public Service Center
- Bijou Recreation District
- Al Tahoe Center
- LTCC
- Sierra Tahoe Business District
- Town Center Overlay
- Stream Restoration Area



*Support all housing types: **Height***



- 42 feet, shorezone scenic quality considerations
- 46 feet
- 56 feet (TC); TRPA Ch. 37 (not TC)
- 56 feet
- TRPA Ch. 37 (not TC)
- 36 - 46 feet

Policy 2.1 Housing in Town Centers Encourage residential uses in conjunction with new construction and redevelopment projects to increase pedestrian activity near transit stops and amenities.

Policy 3.4 Residential Compatibility Structures with height over 26 feet shall reduce mass when adjacent to sensitive uses by placing additional height at a greater setback.

Policy 3.4 Maximize Building Envelope Potential Provide parking reductions, additional coverage opportunities, and increased height to allow more units to be built.

Support all housing types: ***Density***

- Expanding areas where multifamily dwelling uses are allowed
- Advocate for higher market rate density
- Implement minimum density
- Explore mixed income density approach
  - Incorporate TRPA Phase II Housing Amendments

Existing Conditions:

Market rate: 25/acre Deed restricted: NA

Proposed Conditions:

Mixed income: maximum density
market rate + income restricted

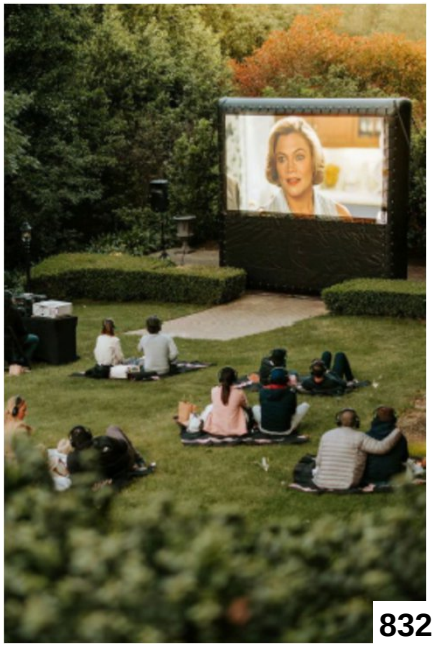
Policy 2.2 Compact Mixed-Use Units Allow a residential unit to be built as accessory to a commercial use for employee housing, managers units, or other long-term tenants.

Policy 1.9 Density Flexibility Include built in flexibility regarding density, anticipating and advocating for changes to Tahoe Regional Planning Agency Code of Ordinances that would allow additional density for market rate units.

Policy 1.6 Housing Advocacy In accordance with Program 2-8 of the City of South Lake Tahoe 2022-2027 Housing Element, continue to advocate for changes to Tahoe Regional Planning Agency regulations to reduce restrictions on affordable, workforce, and mixed-use housing developments.

Emphasize the area as an arts and culture center

- Expanding light industrial uses of an artistic nature
  - Printing and publishing
  - Small scale manufacturing
  - Small scale kitchen (new)
  - Makerspace (new)
- Lighting exemptions for public art installations
- Explore funding sources for public art
- CFA exemption for outdoor dining
- Emphasize the importance of third places



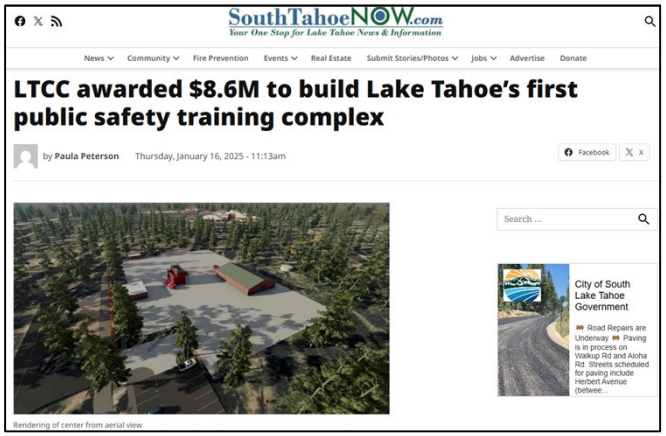
Policy 1.3 Infrastructure for Art Consider infrastructure needs of art such as platforms accessibility, and lighting in the development of other improvements.

Policy 2.1 Washoe Representation Consult with the Washoe Tribal Government to identify and develop appropriate ways for tribal goals to be addressed through public art.

Policy 2.3 Little Ameca Represent the approximately 22% of City residents who have ties to the City of Ameca or state of Jalisco, Mexico.

Consider needs of public services within the plan area

- Create flexible design standards to facilitate public service growth:
  - 56 Acres Master Plan
  - LTCC Master Plan
  - STPUD growth plans
- Allow accessory uses that facilitate LTCC's growth
- Allow housing on public service properties
- Include eligible areas within the Town Center overlay



Policy 1.3 City Hall for All Develop a City Hall that is centrally located; easily accessible; has nearby childcare facilities; and accommodates those with sensory impairments or neurodiversity.

Policy 2.1 Corp Yard Revamp Improve or redevelop the City streets maintenance facility to have a lesser visual and spatial impact on the 56-acres site while maintaining a central location for efficient service.

Policy 2.2 Parks Maintenance Develop a parks maintenance facility that is central to the major service locations of Bijou Community Park, Bijou Golf Course, and Campground by the Lake.

Explore enhancements to recreation assets

- Necessary design standards
- Community priorities
  - Additional event and gathering spaces
  - Year-round enhancements and uses
  - Golf course enhancements and club house
  - Identify a parks maintenance location
  - Enhance connectivity to and within park facilities

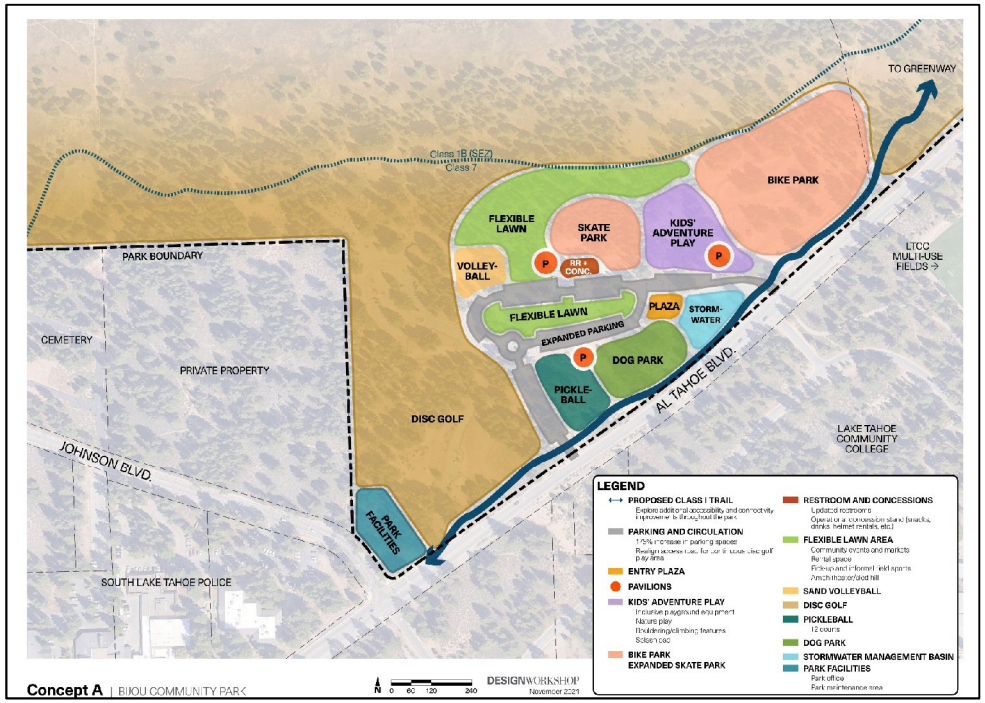
Policy 1.1 Winter Recreation Activities Explore expanding golf course operations and facilities to include winter sports and events that activate the space for year-round use.

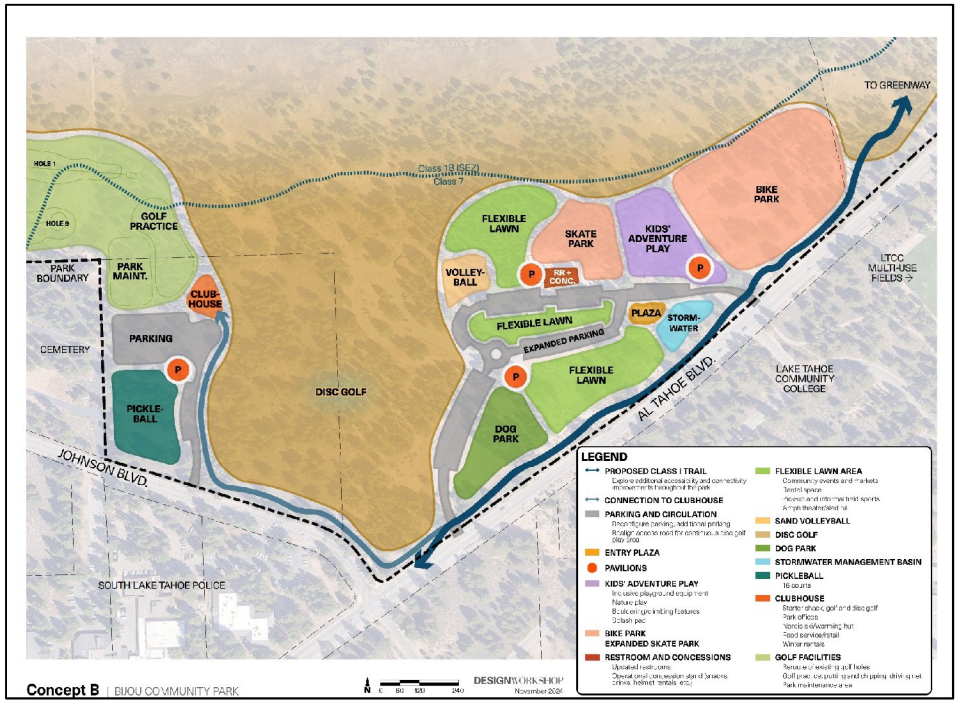
Policy 2.1 Connectivity Increase non-autocentric connectivity both to and within the park, anticipating and advocating for a fixed route transit stop at Bijou Community Park.

Policy 2.4 Third Places Create multi-use third places spaces that serve individual needs for outdoors and exercise that can also host community events such as markets and fairs.

Policy 4.2 Integration of Art Realize the Recreation & Aquatics Center a community hub where all individuals can find representation.

Explore enhancements to recreation assets, cont.





Policy 2.2 Parking Needs Meet parking demand through additional vehicle and bicycle parking locations within the existing site as well as through acquisition of new parcels.

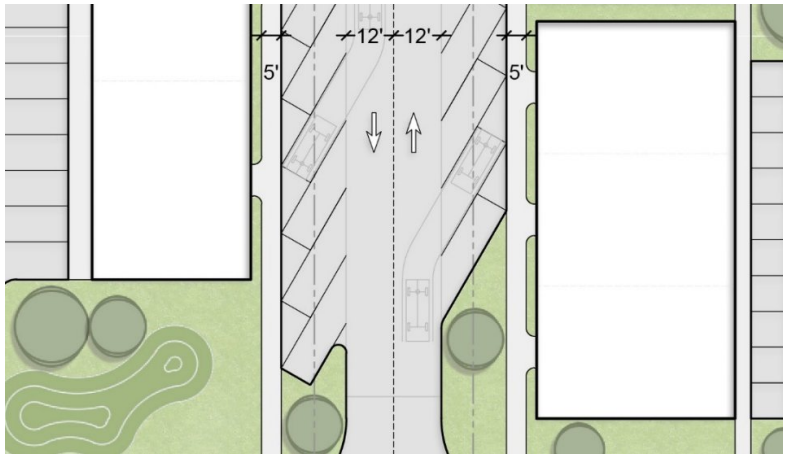
Policy 2.6 ADA Compliance Address shortfalls identified by the City's ADA Self Evaluation and Transition Plan to bring all park facilities into compliance with the Americans With Disabilities Act (ADA).

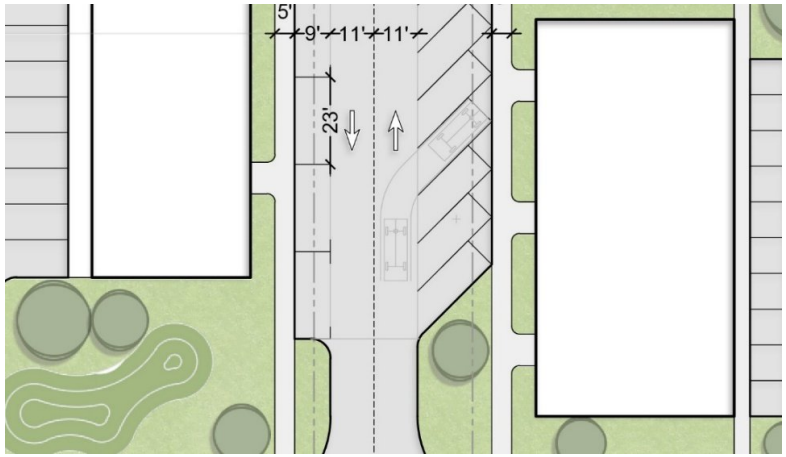
Policy 2.8 Recreation Diversification and Enhancements Continue working with the community to identify desired uses for Bijou Park as a whole, as well as enhancements to individual uses. Should tradeoffs occur, work with the affected community to mitigate losses, be they spatial, historic, or other.

Create a safe and interconnected transportation network

- Addressing gaps in the bike network
- Explore opportunities for public/private partnerships for largescale street and stormwater improvements
- Create a walkable "locals' downtown"

Sandy Way improvements:





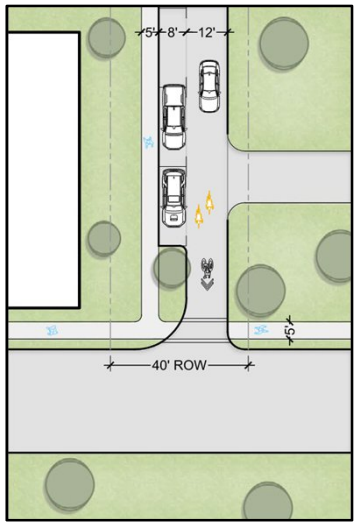
Policy 1.6 Off-site Improvements Require frontage improvements or alternative contributions for all major redevelopments or new construction.

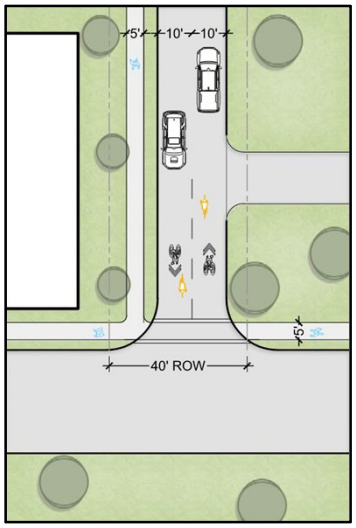
Policy 2.8 Street Treatments Consider key areas where private/public partnerships can accomplish largescale pedestrian, shared parking, and circulation improvements.

Create a safe and interconnected transportation network

Trout Creek Riverwalk

Palmira Ave Bike Boulevard





Policy 2.4 Third Places Create multi-use third places spaces that serve individual needs for outdoors and exercise that can also host community events such as markets and fairs.

Policy 1.04 Wayfinding and Reliability Install wayfinding signage throughout the area to direct cyclists and pedestrians to key locations and services.

Implementation Strategies

Long Term

- Landbank
- Property tax abatement
- Public/private partnerships
- Paid parking
- Redevelopment districts
- Public art funding and priority zone

Short Term

- Define "new construction"
- Bijou Golf Course and Park Implementation Plan
- Excess coverage mitigation assistance

Policy 2.6 Redevelopment Explore ways for the City to play a more active role in infill development and redevelopment.

Policy 2.1 Corp Yard Revamp Improve or redevelop the City streets maintenance facility to have a lesser visual and spatial impact on the 56-acres site while maintaining a central location for efficient service.

Policy 3.3 CTC Land Exchange Continue parcel exchange efforts with the California Tahoe Conservancy to increase open space for community benefit.

Policy 2.2 Accelerate Improvements Create a clear definition of "new construction" to ensure safety, accessibility, and sustainability upgrades are diligently implemented.

Questions and discussion.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 27

Agenda Item: Grow and Diversify the Economy- Strategic Plan Priority Update

Executive Summary: With this yearâ€™s Strategic Plan Update, the City Council included priorities and action items focused on increasing City attention to the economic and business environment in our community. Staff will present an update on implementation and request direction on continuing economic development initiatives.

Requested Action / Suggested Motions: Pass a Motion directing staff to continue business outreach efforts, initiate the General Plan Economic Development Update process, continue efforts to reduce regulatory barriers to business investment, develop industry social media campaigns, and explore options to fund a facade/property improvement grant program and/or pre-development loan program.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

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

Attachments:

01-Staff Report
02- General Plan Economic Development Element
03-Economic Development Presentation

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

Meeting Date: September 9, 2025

Title: Grow and Diversify the Economy Strategic Plan Priority Update

Location: Citywide

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background:

With this year's Strategic Plan Update, the City Council included priorities and action items focused on increasing City attention to the economic and business environment in our community. The City Council expects to, "create an environment that attracts diverse investment in our community and supports existing businesses." Action items under the "Grow and Diversity the Economy" priority include:

4.1 Identify viable second economies. (2025-2030 implementation)
4.2 Create an Economic Development Advisory Committee to focus on local business retention and expansion programs as well as other potential economic development initiatives.(2025-2027 implementation)
4.3 Strive to develop 51 events per year in coordination with partners. (2025-2030 implementation)
4.4 Support Lake Tahoe Community College (LTCC) to identify appropriate workforce programs (i.e. nursing school, paramedic school). (2025-2030 implementation)
4.5 Evaluate cannabis tax and mitigation fee structure. (2025-2026 implementation)
4.6 Complete an update to the City's Economic Development Element of the General Plan. (2027-2029 implementation)
4.7 Complete the Mid-Town Area Plan update. (2025-2026 implementation)

Issue and Discussion:

<u>Business Visitation Program</u>
Staff has launched a Business Visitation Program that includes conducting outreach to individual businesses and business organizations. Individual business visits have consisted of introductions with managers or owners, a discussion about how business is going, what challenges the business faces, and what types of businesses they consider to be complimentary to theirs. As of August 21, 2025, staff has visited 24 businesses, with 17 of them having a positive perception of how their business is going, 6 having neutral sentiment, and 1 with negative sentiment. Challenges expressed include the influence of weather and seasons, impacts of homeless/RV campers in parking lots, sales tax rate in California versus Nevada, finding qualified staff, the overall industry market, the poor reputation of South Lake Tahoe reflected in customer reviews, public transportation, and employee parking. Noted complimentary business types were food and beverage producers with local products that can be offered in restaurants or retail stores, holistic health providers, recreation and sports

focused retail or services, real estate, businesses that attract people to an area where they may also visit neighboring businesses. Staff has also been able to follow up or resolve several issues raised by business owners by addressing potholes just outside a business driveway, temporary sign enforcement issues, building permit/inspection status, and information about proposed land use regulations in the Mid-Town Area Plan.

In the last few months, staff has attended a South Tahoe Chamber meeting, a meeting of Heavenly Village business representatives, a Lake Tahoe Visitors Authority meeting, and Tahoe Chamber meeting to discuss the City Council's Strategic Plan economic development goals and receive feedback.

Although additional business and public input is needed to draw final conclusions on recommended second economies to target, General Plan Economic Development Element policies, and more robust Business Retention and Expansions programs, these initial outreach efforts have begun to establish and develop closer relationships with business owners and address issues that can be handled with existing City services. Continuing to collect this type of input is important for an effective update to the Economic Development Element and to inform future City programs. Staff has been pursuing a CivicSpark Fellow that can add capacity to these efforts and conduct additional outreach through workshops, surveys, and other methods.

Regulatory Streamlining

City staff continue to advocate for revisions to the TRPA mobility mitigation fee as this fee has been identified as a hindrance to certain types of redevelopment. As a result, the TRPA Governing Board has added a review of this fee to their work plan. It has been communicated to staff that they will be reviewing this fee and associated impacts in the coming months. Additionally, TRPA staff will be presenting to the City Council on September 23rd.

A discussion of the proposed Mid-Town Area Plan is included on this September 9th City Council agenda. The proposed Mid-Town Area Plan includes regulatory changes to facilitate and incentivize investment, including expanded allowable use categories within zoning districts, increased height and density standards and expanded Town Center boundaries which offers enhanced coverage and density benefits.

City staff are also in the process of establishing an Ombudsman (Liaison) role for potential or expanding business applicants to assist in navigating the development process. This includes not just the City process, but also any other development review processes associated with other entities such as the TRPA, Liberty Utilities, STPUD, Southwest Gas, County Health Department, neighboring property owners or any other relevant stakeholder.

Development Services staff have begun providing entitlement status communications directly to property owners as well as owner's representatives to keep owners informed of the status of applications submitted by their representative, often a consultant, architect or engineer.

The Development Services Department is also preparing a "New Commercial Submittal Requirement Checklist and Step by Step Guide". This will assist any new commercial developers or business owners to better understand not just the City process, but also identify any information that they may need to be aware of such as coverage requirements, utility requirements, etc.

Staff is also enhancing the pre-application review process, by improving the delivery of information to the applicant through a more standardized template. This will improve the consistency of information provided to applicants regardless of the type of project. The purpose of this effort is to ensure that applicants have all necessary and accurate information at the earliest possible stage in development.

At the August 12, 2025 City Council meeting, Mayor Pro Tem Bass requested a future agenda item to discuss potential amendments to sign regulations and received support from Councilmember Jinkens. This discussion is scheduled for October 21, 2025.

Investment Incentives

The City currently provides development commodity incentives to support property investment in the community. The City Council maintains a policy on how city owned development commodities are distributed, which in recent years has have been focused on housing development. At the September 9 meeting City Council will be discussing revisions to the policy that provide additional incentives for property improvement and business expansion projects.

Event Coordination

The City coordinates events with partners in a variety of ways. Some events are put on by the City and some are put on by other entities with support from the City. Events supported by the City include those that the City provides sponsorship, are conducted by a contracted concessionaire, are conducted by a contracted City facility operator, or are enabled through a City facility use agreement. City events and events supported by the City include:

City Events	**City Supported Events**
Fourth of July Parade	10 Live at Lakeview Summer Music Series events (City facility concessionaire)
Red, White and Blue Aerial Showcase	8 History Talks at the Lake events (sponsorship)
Multicultural Celebration	BooBash (sponsorship)
State of the City	Earth Day Celebration (sponsorship)
Festival of Winter Lights	24 Lake Tahoe Lakers Hockey games (City facility concessionaire)
Lake Tahoe Gingerbread Crawl	Western Days (Cannabis Grant recipient)
Pumpkin Patch Splash	
Easter Egg Splash & Dash	
Winter Operations Open House	
Friday Night Movies in the Park (3 nights)	
Mayor Meet Ups (~2 events)	
Airport Lobby Art Opening Receptions	
Ribbon Cutting Events (~5/year)	
National Night Out	
Wildfire Safety Expo	
FireFest	
Wildfire preparedness events (~5 events)	

Fire Department Open House and Pancake Breakfast		
Total:	25	45

This list does not include events put on by other entities where the City's role is limited to regulatory oversight. City staff continues to expand and add City events as well as opportunities to sponsor and support other events at City facilities. The anticipated opening of the new Multi-Generational Aquatics and Recreation Center in April 2026 will provide additional opportunities for events.

Recommendations

City staff would like to pursue the following activities as part of the Grow and Diversify the Economy Priority:

- Continue the Business Visitation Program and efforts to gather feedback from the business community.
- Continue to identify potential business support resources and distribute to businesses.
- Use feedback as part of a public process to inform the update of the General Plan Economic Development Element update (Current ED Element attached). Staff recommends moving the scheduled start of updating the Economic Development Element from fiscal year 27/28 to 25/26 since this document provides the overall guidance and direction for future economic development activities. The update would include a vision statement identifying industries and business sectors that the City should target for support, programs that the City should pursue to support our business community, as well as policy direction on issues that have an impact on achieving the stated vision. The public input process may also include public input through surveys and workshops.
- Continue to reduce regulatory barriers and improve permit process streamlining. This would include implementation of Council direction on sign regulations.
- Business Retention and Expansion initiatives
    - Continue building stronger relationships with the two Chambers, Sierra Business Development Council and other business and economic development representative organizations to increase services and educate business owners on available resources.
    - Explore options to fund a façade/property improvement grant program.
    - Explore options to fund a pre-development loan program.
    - Develop social media campaigns to highlight new brick and mortar businesses and provide opportunities for business exposure through industry specific campaigns on City social media channels (i.e. restaurant week, recreation week, small business week, etc.)

Financial Implications: There are no financial implications associated with providing this update and recommended initiatives do not require additional funding at this time.

Environmental Considerations: Receiving a presentation and providing direction to staff regarding business retention and expansion or economic development initiatives is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: The City Strategic Plan states as a priority to “Grow and Diversify the Economy” with the following specific actions:

4.1 Identify viable second economies.
4.2 Create an Economic Development Advisory Committee to focus on local business retention and expansion programs as well as other potential economic development initiatives.
4.3 Strive to develop 51 events per year in coordination with partners.
4.4 Support Lake Tahoe Community College (LTCC) to identify appropriate workforce programs (i.e. nursing school, paramedic school).
4.5 Evaluate cannabis tax and mitigation fee structure
4.6 Complete an update to the City’s Economic Development Element of the General Plan.
4.7 Complete the Mid-Town Area Plan update.

Economic Development Element

INTRODUCTION

This element provides the policy context for the City of South Lake Tahoe to achieve its vision for future economic development and sustainability. Economic sustainability recognizes the need for both local and regional economic prosperity and resilience to maintain the health of the community for current and future generations. It encourages self-reliance, entrepreneurial activity, and the generation of wealth in a manner that does not degrade or burden future generations' ability to meet social, economic, and environmental needs. This can include diversifying the economy, nurturing local entrepreneurs, improving infrastructure and community facilities, and encouraging "green" businesses and new emerging technologies that protect the environment and our neighborhoods.

The City is committed to creating a vibrant and sustainable local and regional economy. The City recognizes that tourism associated with recreation and the gaming industry is the heart of South Lake Tahoe's economy. However, a sustainable economy will require economic opportunities that support an economically diverse and prosperous year-round community. South Lake Tahoe residents drive to communities outside of the Tahoe Basin, such as Carson Valley and Reno, to do approximately half of their shopping. Capturing this spending in South Lake Tahoe requires planning for commercial areas to create opportunities for retail businesses that will serve the local population. Otherwise, this spending will continue to leave South Lake Tahoe and benefit businesses located outside the community. Accordingly, this element contains goals and policies to attract new businesses needed and desired by residents and to encourage existing local businesses to grow and prosper over time.

The City also recognizes the benefits of promoting environmentally-friendly business development. Much of South Lake Tahoe's economy is based on the natural environment. Appropriately, this element focuses on fostering "green" businesses and the expansion of eco-tourism that takes advantage of the unique character of the natural surroundings.

One of the major obstacles to economic development in the city is the lack of available Commercial Floor Area (CFA). CFA is one of five development rights administered by TRPA through an allocation process. It provides the right to build square footage for commercial uses in the Tahoe Basin. The city does not have enough CFA to accommodate growth in residential/visitor populations and to capture South Lake Tahoe's documented retail leakage. The City is also limited in its

commercial development by TRPA regulations on coverage, building heights, land use intensity, and parking. Goals and policies organized under the following headings:

- Economic Prosperity and Diversity
- Business Attraction
- Business Retention and Expansion

ECONOMIC DEVELOPMENT VISION

The following is the City of South Lake Tahoe's vision for future economic development:

> *"In 2030 the new public and private investment has improved South Lake Tahoe's economy and helped to maintain a high quality of life while supporting environmental objectives. The city has a diverse array of locally-owned businesses that offer good wages and provide services and amenities that are needed and desired by the local community and visitors alike. This transformation has been possible due to the expansion and diversification of the local economy through new information, creative, environmentally-sound, and "green" technology businesses. The City has been successful in creating regulatory programs along with economic incentives that foster upgrades to existing businesses and encourage new businesses to locate within the city limits."*

ECONOMIC PROSPERITY AND DIVERSITY

The policies in this section provide the overall direction for future economic prosperity and diversity in South Lake Tahoe. The policies in this section seek to encourage and support high-tech and environmentally-sustainable businesses, a balanced economy, and a year-round community.

Goal ED-1	To support and promote economic growth and the diversification of the local economy.

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-1.2: Economic and Environmental Balance
The City shall strive to maintain a balance between economic health and environmental health through careful and efficient planning.

Policy ED-1.3: Regional Partnerships
The City shall participate in regional economic development efforts that benefit the overall regional economy to the extent that these efforts serve the interest of the residents of South Lake Tahoe.

Policy ED-1.4: Economic Growth Considerations
The City shall ensure economic growth: makes a positive contribution to the local economy, community, and environment, with particular attention to potential impacts on the health of Lake Tahoe and the forest; does not negatively impact infrastructure and community facilities; and is compatible with "un-biased" scientifically-based and peer-tested regional Environmental Thresholds.

Policy ED-1.5: "Green" Business Practices
The City shall encourage adoption of "green" business practices and other systems that enhance both the environmental and economic performance of businesses in the community.

Policy ED-1.6: Environmentally-Friendly Business Development
The City shall support programs that help diversify the local economy by promoting environmentally-friendly business development and by providing incentives to do so.

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.

Policy ED-1.8: Redevelopment
The City shall use redevelopment as a tool within the city limits to implement the City's revitalization objectives and serve the interests of the people of South Lake Tahoe.

Policy ED-1.9: Commercial Floor Area Allocation Transfer Incentives
The City shall seek incentives to facilitate Commercial Floor Area (CFA) transfers from other parts of the city to redevelopment project areas.

Policy ED-1.10: Expanding Events and Entertainment Opportunities
The City shall encourage the sponsors of sporting events, festivals, parades, international competitions, and entertainment shows to hold events at public (e.g., Parks and Recreation facilities, roads, or public lands) and private facilities in South Lake Tahoe, particularly during off-season (Spring and Fall). The City shall also participate in community organizations specifically formed for this purpose (e.g., Sports Commission).

Policy ED-1.11: Livable Wages and Employment Variety
The City shall encourage existing and new employers to create jobs that pay a living wage, create a variety of employment choices, increase the ratio of full-time residents, and improve the quality of life for South Lake Tahoe residents.

Policy ED-1.12: Lake Tahoe Airport
The City shall support continued improvement of the Lake Tahoe Airport to improve accessibility to year-round visitors and convention attendees that can take advantage of scheduled regional air carrier service.

Policy ED-1.13: Support of Natural Capital
The City shall preserve the city's natural beauty and enhance outdoor recreation opportunities that support South Lake Tahoe's natural capital.

Policy ED-1.14: Support of Social Capital
The City shall expand and improve housing opportunities, healthcare services, and educational opportunities to increase the quality of life and social capital of the city.

Policy ED-1.15: Creating a Sense of Place
The City shall encourage the creation of small, local, retail businesses that create a sense of place and local identity for South Lake Tahoe. A sense of place can also be created within districts by providing decorations, tree lighting, and lamp post graphics.

Policy ED-1.16: Regularly-Scheduled Street Fair
The City shall identify an area, possibly along Ski Run Boulevard near Lakeview Commons or on Venice Drive East, for a regularly-scheduled street fair. The street fair can include, but is not limited to, a farmers market, street vendors, live music, and special events.

Policy ED-1.17: Convention Center
The City shall prioritize assistance with completion of Redevelopment Project 3 and the public amenities and environmental improvements associated with it.

BUSINESS RETENTION AND EXPANSION

The policies in this section address the need to focus attention on retention and expansion of existing businesses in South Lake Tahoe. Existing businesses provide South Lake Tahoe's job base and constitute the most effective starting point from which to grow the City's economic base. Keeping existing jobs, particularly higher wage jobs, in the city is an important goal, and the policies in this section seek to encourage and support local businesses.

Goal ED-2	To support and promote existing businesses, job retention and expansion, and diversify the local economy.

Policy ED-2.1: City Programs Business Expansion
The City shall develop programs to expand businesses wanted and needed by residents to help reduce vehicle miles traveled (VMT) outside the Lake Tahoe Basin for these services.

Policy ED-2.2: Conventions and Conference Promotion
The City shall actively promote South Lake Tahoe and its Convention Center and hotels to conference and convention organizers.

Policy ED-2.3: Local First Program
The City shall continue the "Local First Program" to encourage and support local business as permitted under State law.

Policy ED-2.4: Healthcare Industry Expansion
The City shall support the expansion of South Lake Tahoe's healthcare industry to serve the needs of South Shore residents, and the healthcare industry is expected to deliver health care services that are competitively-priced and meet community needs.

Policy ED-2.5: Local Business Encouragement
The City shall encourage and support practices by local businesses to provide excellent customer service, competitive prices, good product selection, and timely product availability.

Policy ED-2.6: Upgrade the Condition of Existing Businesses
The City shall actively support programs to upgrade the physical condition and appearance of existing businesses.

Policy ED-2.7: Coverage and Commodity Incentives for "Green" Businesses
The City shall seek from the Tahoe Regional Planning Agency, and other agencies as applicable, coverage and commodity incentives for "green" and sustainable projects and developments.

Policy ED-2.8: Sustainable Purchasing and Procurement Practices
The City shall practice local and sustainable purchasing and procurement, and encourage other public agencies and private institutions to do the same.

Policy ED-2.9: Small Business Technical Assistance
The City shall continue to support programs providing technical assistance to small local businesses seeking to expand.

Policy ED-2.10: Tourism Promotion
The City shall continue to work and collaborate with organizations that promote tourism in the South Shore, especially during the off-season (Spring and Fall).

Policy ED-2.11: Home-Business Promotion
The City shall promote creation of home-businesses.

Policy ED-2.12: Outdoor Events Venue
The City shall encourage the development of a public outdoor concert, theater, and events venue as a part of the Lakeview Commons project.

Policy ED-2.13: Neighborhood-Serving Businesses
The City shall support development of small neighborhood-serving businesses, such as corner stores, in neighborhoods to promote walkability and a sense of place.

Policy ED-2.14: Airport-Related Businesses
The City shall examine, develop, and pursue programs and activities to locate new businesses at the Lake Tahoe Airport to improve the local economy and to make the airport financially self sufficient.

Policy ED-2.15: Lake Tahoe Community College Curriculum Expansion
The City shall support and encourage the Lake Tahoe Community College to expand the curriculum to offer education in areas that would prepare student to work in industries that are prevalent within the city, such as hospitality and tourism services, environmental management, "green" businesses, sustainability, business growth and development, smart business practices, and emergency response.

Policy ED-2.16: City Outreach Program
The City shall create City outreach programs for existing businesses that includes personal visits or semi-annual meetings with Staff to hear and connect with businesses throughout the city regardless of their scale.

BUSINESS ATTRACTION

Historically, South Lake Tahoe has lacked shopping opportunities that specifically serve the needs of local residents. Many residents travel outside the city and the Lake Tahoe Basin to shop for every-day necessities. The policies in this section seek to address market opportunities presented by local household spending and seek to reduce the amount of spending that currently leaves the city through retail sales leakage. Additionally, this section contains policies to attract new "green" businesses to South Lake Tahoe and promote eco-tourism based on the unique character of the natural surroundings.

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.

Policy ED-3.1: Aggressive Business Attraction Programs
The City shall seek to attract new businesses providing goods and services currently underrepresented in the community and desired by permanent residents, as found in the community survey (National Research Center, December 2008), the Retail Market Analysis (RRC Associates, December 2005), and identified by participants

during General Plan workshops. Examples of these businesses include general retail (e.g., appliances, household goods, sporting goods, specialty grocery), consumer electronics, apparel, and healthcare clinics/institutions.

Policy ED-3.2: Shopping Opportunity Expansion for Permanent Residents
The City shall seek to attract new businesses providing goods and services currently underrepresented in the community and desired by permanent residents, such as general retail and consumer electronics.

Policy ED-3.3: Large-Scale Retail
The City shall seek to attract one or more large-scale retail businesses to South Lake Tahoe, particularly in the Tahoe Valley Community Plan area, in order to serve the shopping needs of residents.

Policy ED-3.4: Eco-tourism Businesses
The City shall seek to attract eco-tourism businesses to South Lake Tahoe and promote the city as an eco-tourism destination.

Policy ED-3.5: Second Home and Older Resident-Serving Businesses
The City shall seek to attract new businesses that particularly serve second homeowners and older residents, such as household goods and healthcare.

Policy ED-3.6: Business Diversity
The City shall encourage new businesses that serve Latino and other diverse populations of South Lake Tahoe.

Policy ED-3.7: Coordination with Local Business Groups
The City shall work with local business groups and organizations to direct businesses to South Lake Tahoe that provide jobs, goods, and services for residents.

Policy ED-3.8: Environmentally-Compatible Businesses
The City shall examine and pursue opportunities to encourage owners of second homes in South Lake Tahoe to locate environmentally-compatible businesses in the community.

CITY OF
SOUTH LAKE TAHOE
California

Strategic Plan Priority:

Grow and Diversify the Economy

Economic development is the intentional practice of improving a community's economic well-being and quality of life for all.

Economic Development Strategic Planning

Grow and Diversify the Economy

What We Will Achieve:

Create an environment that attracts diverse investment in our community and supports existing businesses.

Ways We Will Measure Success:

- Reduced number of vacant/underutilized storefronts and properties
- Increased # or % of non-service sector businesses

What We Will Do to Reach Our Goal:

4.1 Identify viable second economies.

4.2 Create an Economic Development Advisory Committee to focus on local business retention and expansion programs as well as other potential economic development initiatives.

4.3 Strive to develop 51 events per year in coordination with partners.

4.4 Support Lake Tahoe Community College (LTCC) to identify appropriate workforce programs (i.e. nursing school, paramedic school).

4.5 Evaluate cannabis tax and mitigation fee structure.

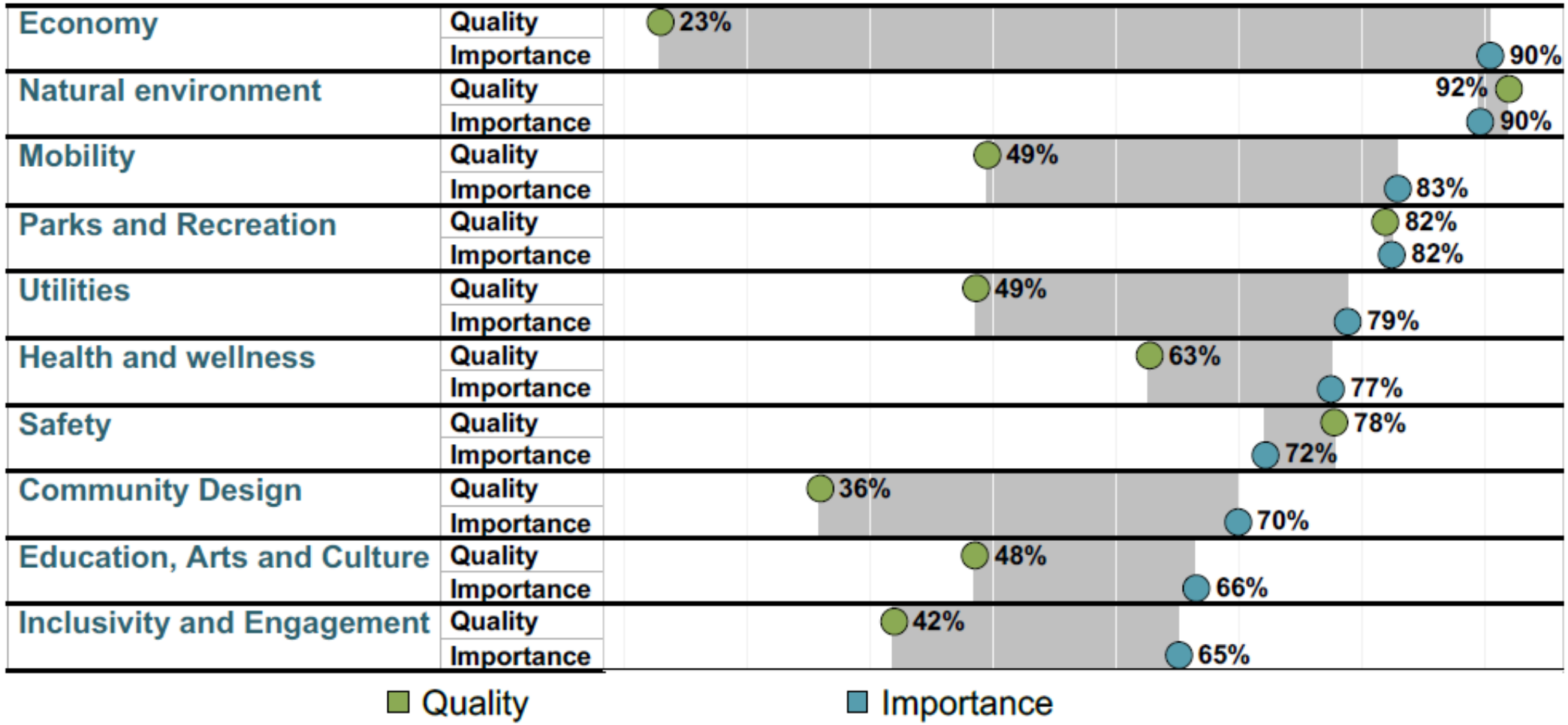
4.6 Complete an update to the City's Economic Development Element of the General Plan.

4.7 Complete the Mid-Town Area Plan update.

PRIORITY 4

National Community Survey

Quality/Importance Gap Analysis



National Community Survey

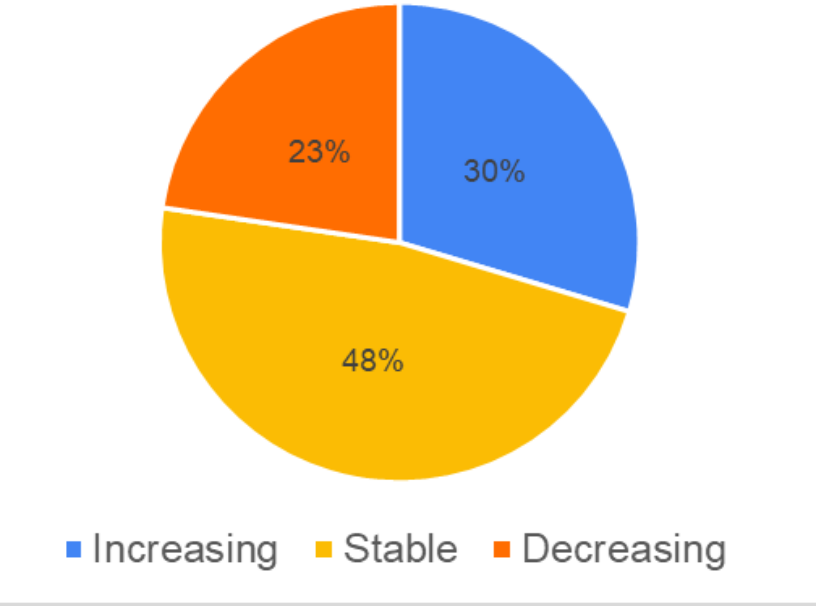
Overall economic health of South Lake Tahoe, 2024

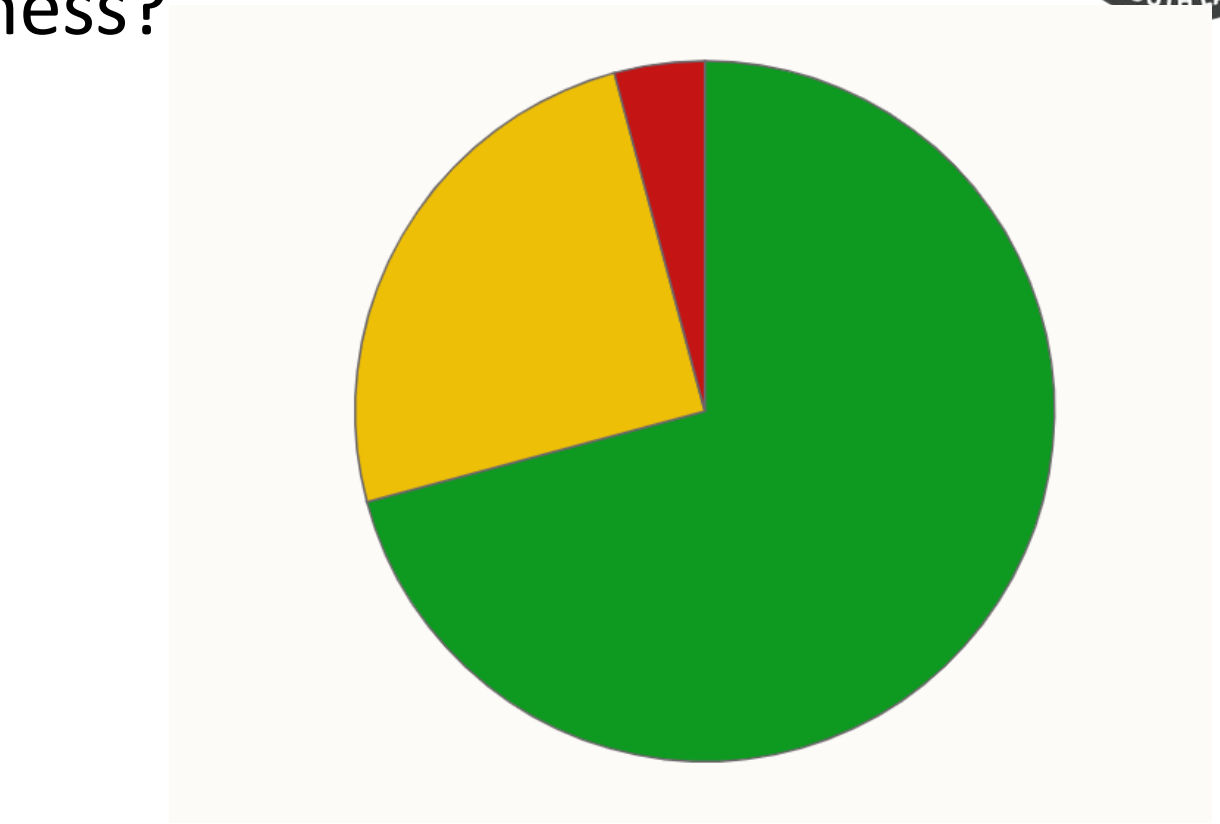
Please rate each of the following in the South Lake Tahoe community.
(% excellent or good)

Overall quality of business and service establishment..	45%	Lower
Vibrancy of downtown/commercial area	43%	Similar
Variety of business and service establishments in So..	31%	Lower
Employment opportunities	25%	Lower
Shopping opportunities	24%	Much lower
Cost of living in South Lake Tahoe	8%	Much lower

Business Visitation

How is Business?





2024 Business Walk
258 Businesses in the City were visited on October 16 & 17, 2024

Business Visitation

Regulatory Streamlining

- Mid-Town Area Plan (City Council September 9)
- Entitlement status communications
- pre-application review
- Development Ombudsman
- New Commercial Submittal Requirement Checklist and Step by Step Guide
- TRPA mobility mitigation fee

Regulatory Streamlining

- Cannabis Mitigation Fee City Council September 9)
- Sign Ordinance (City Council October 21)

Investment Incentives

- Commodity Distribution Policy (City Council September 9)
- Façade Improvement Grant Program
- Pre-Development Loan Program

Events

City Events	City Supported Events
Fourth of July Parade	10 Live at Lakeview Summer Music Series events (City facility concessionaire)
Red, White and Blue Aerial Showcase	8 History Talks at the Lake events (sponsorship)
Multicultural Celebration	BooBash (sponsorship)
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Mayor Meet Ups (~2 events)	
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Ribbon Cutting Events (~5/year)	
National Night Out	
Wildfire Safety Expo	
FireFest	
Wildfire preparedness events (~5 events)	
Fire Department Open House and Pancake Breakfast	
Total: 25	45

Economic Development

CITY OF
SOUTH LAKE TAHOE
California

Questions & Feedback

Thank You!

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 28

Agenda Item: Policy Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Development Commodities Owned by the City of South Lake Tahoe

Executive Summary: On May 20, 2025, Development Services Department staff presented the City Development Rights Report to the City Council for discussion and action. During deliberations, the City Council discussed the merits of providing city-owned development rights. City Council discussed what type of projects should qualify for receiving the develpment rights and what type of project would benefit the City the most from an economic perspective. The discussion resulted in the City Council directing staff to revisit the disposition policy for discussion and to make recommendations on policy improvements.

Requested Action / Suggested Motions: Pass a Resolution amending the policy regarding disposition of Tahoe Regional Planning Agency (TRPA) development commodities owned by the City of South Lake Tahoe to modify disposition to commercial/industrial projects.

Responsible Staff Member: John Hitchcock, Planning Manager

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

Attachments:

01-Staff Report - Development Rights.docx
02-Res 2023-051 TRPA Development Commodities.pdf
03-Resolution-Disposition of Development Rights (Red Line).pdf
04-Resolution-Disposition of Development Rights.docx

City of South Lake Tahoe
Report to City Council

Meeting Date: September 9, 2023

Title: Policies Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Development Commodities Owned by the City of South Lake Tahoe

Location: Citywide

Responsible Staff Member: John Hitchcock, Planning Manager

Background: The City maintains an inventory of potential residential units of use, single and multi-family residential units of use, tourist accommodation units, commercial floor area, and land coverage, which have been accumulated from various sources (e.g., Environmental Improvement Projects, implementing of Community Plans and Area Plans, City purchase of land with attached development right). See Attachment 02 for an inventory of development rights owned by the City.

These development rights are an integral component of the Tahoe Regional Planning Agency (TRPA) growth management system to manage future development in the Tahoe Basin. TRPA growth management regulations established various development rights, which are land use units that are required before development occurs. The following development rights are owned by the City.

Commercial Floor Area (CFA): *The gross square footage of floor area within the outer wall of a commercial building, not including stairwells and airshafts. It may also include the square footage of other facilities relating to such building, including but not limited to decks that are designated for commercial use under a permit.*

Tourist Accommodation Unit (TAU): *A unit, with one or more bedrooms and with or without cooking facilities, primarily designed to be rented by the day or week and occupied on a temporary basis.*

Residential Unit of Use (RUU): *Existing residential unit constructed prior to TRPA or thereafter with a TRPA permit. Must contain cooking facilities, bathing and toilet facilities, and living and sleeping areas. May be associated with a single-family house containing one residential unit or a multi-residential development containing more than one unit per parcel. RUUs are formed by combining a potential residential unit of use (PRU) and a residential allocation.*

Potential Residential Units of Use (PRU): *Attached to certain parcels in the basin, it's the ability to develop a vacant lot for a new residential dwelling. A potential residential unit of use together with a residential allocation becomes an existing residential unit of use upon construction. (Previously known as Residential Development Rights)*

Restoration Credits: *Restoration credits are earned for restoring disturbed sensitive land to its natural functioning state. Restoration credits may be used to offset new disturbances in sensitive lands.*

Issue and Discussion: On May 20, 2025, Development Services Department staff presented the City Development Rights Report to the City Council for discussion and action. During deliberations, the City Council discussed the merits of providing city-owned development rights. City Council discussed what type of projects should qualify for receiving the develpment rights and what type of project would benefit the City the most from an economic perspective. The discussion resulted in the City Council directing staff to revisit the disposition policy for discussion and to make recommendations on policy improvements.

Resolution 2023-051 was adopted by the City Council on June 6, 2023, and superseded all previous disposition resolutions. The adoption of Resolution 2023-051 included modifications to the disposition policy allowing up to 70 banked TAUs to be used for the construction of accessory dwelling units or the construction of for-rent multi-family units. All other provisions of the Resolution remain the same.

The distribution and sale of the development rights were directed towards residential, commercial, mixed-use, and industrial properties located in the City of South Lake Tahoe.

To qualify for a distribution/sale, a project is required to be consistent with the City General Plan, Municipal Code, and all other applicable community or area plan policies. Moreover, the project is required to have a planning or building application on file with the Development Services, and directly provides an economic and/or environmental benefit to the community.

The approval of a distribution and sale is also delegated to the City Manager, who can approve or deny a request at his or her discretion.

Depending on the project type, distribution/sale may be offered at a reduced rate or for free.

Projects that qualify for a distribution at no cost are:

- Single-family or multi-family residential projects, which are deed-restricted to accommodate low, very-low, and moderate-income families, as defined by the California Department of Housing and Community Development annual State Income Limits.
- Multi-family or mixed-use project containing multi-family residential units that are located in a town center.
- Commercial and industrial projects when the property is deemed to be distressed and/or blighted, and the value of the proposed improvements are greater than fifty-one percent of the El Dorado County assessed value.
- Accessory dwelling units and multi-family rental units.

All other projects that do not meet the criteria listed above are subject to paying the rate established annually by the City Council. Per the adopted Resolution, the City Council has set the rate at one-third of the appraised market value.

The list below provides all the transactions that have been approved for the distribution or sale of a city-owned development rights.

- Ski Run Park (land coverage)
- League to Save Lake Tahoe office building addition and façade improvements (land coverage)
- D Street Industrial Complex new industrial buildings (land coverage and CFA)

- Lake Tahoe Boat Company storage/maintenance facility (land coverage)
- Lake House Restaurant (now Primo's) outdoor dining patio (CFA)
- Maggie's restaurant at Desolation Hotel (CFA)
- Base Camp Pizza outdoor dining patio (CFA)
- Magaritaville Land Shark outdoor dining patio (CFA)
- South Side Automotive body shop (CFA)
- Tahoe Cider House (formerly Winter's) addition and façade improvements (CFA)
- Tahoe Fly Fishing storage facility (CFA)
- Astor Station (formerly Runnel's) addition and façade improvements (CFA) – project has been withdrawn
- Barton/Helen 14-unit duplex project (CFA)
- Residential duplex (RUU)
- Conversion of a commercial building to a residential dwelling (RUU)
- Sugar Pine Village affordable housing project (land coverage)
- Lake Tahoe Community College 100-unit student dormitory (RUU)
- 21 new multi-family rental units (RUU)
- 33 new accessory dwelling units (RUU)

Pursuant to the Council's direction, City staff is recommending a modification to the disposition policy for commercial/industrial projects to tie the amount of development rights available to a project to the value of the proposed improvement (see Attachment 03).

Staff also recommends that up to 200 square feet of land coverage can be provided at no cost to commercial/industrial projects for the installation of EV charging stations, bicycle racks, pedestrian walkways, and other amenities that promote the use of alternative transportation and walking, which are not otherwise required for project approval.

Financial Implications: Revenue generated from the sale of development rights and/or land coverage is used to support City Council Housing priorities. The revenue generated from direct sales of the development rights/land coverage is earmarked to support the City's Workforce Housing Fund (to be used for targeted housing initiatives). Satisfaction with all conditions of an approved sale, including project completion, is required before the funds are available for use.

Environmental Considerations: Implementing a policy for the sale of development rights and land coverage is not approval of a project under the California Environmental Quality Act (CEQA) Guidelines Sections 15352 and 15378. Any proposed project that uses development rights or land coverage purchased from the City would be required to go through a project-level environmental analysis pursuant to the CEQA Guidelines.

Policy Implication: The City Council policies for the distribution of development commodities is consistent with the following General Plan Land Use Element policy. Note that the target number of residential units has been updated in the recently adopted Housing Element.

Policy LU- 1.10: Future Residential Development Rights (RDR) Commodities. The City shall pursue the maximum amount of available residential unit allocations from the Tahoe Regional Planning Agency in order to use them as an incentive for revitalization, including workforce housing, up to an additional 940 market rate units and 222 affordable units. (Note: please see the Housing Element for additional policies related to market rate and affordable housing, incentives, and locations).

Consistent with the City Strategic Plan to address gaps across the spectrum of housing needs and create an environment to attract diverse investment, providing development rights at a reduced rate or no cost will generate new residential units and provide incentives for existing businesses or new businesses to expand.

Resolution 2023-051

Adopted by the City of South Lake Tahoe City Council

June 6, 2023

Adopting Policy Regarding Disposition of Tahoe Regional Planning Agency Development Commodities Owned by the City of South Lake Tahoe (Replaces Resolution 2022-051)

BACKGROUND

A. The Tahoe Regional Planning Authority (TRPA) is the land use authority and has established a development rights system to manage future development and a system to regulate the amount of land coverage in the Tahoe basin.

B. The TRPA development rights are land-use units that must be acquired before a property can be developed. Development rights include potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), and commercial floor area (CFA).

C. Permanent land coverage is also regulated by the TRPA to protect the Lake Tahoe watershed. Parcels are limited to a specified amount of land coverage and, in some cases, may be transferred to maximize the allowable amount on a given parcel.

D. The City of South Lake Tahoe is subject to applying the development rights and land coverage systems to our review and approval of land use entitlement applications that are subject to the TRPA/City Memorandum of Understanding.

E. The City has TRPA development rights and land coverage, which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development).

F. The City has been approached by project developers/applicants interested in securing development rights and land coverage from the City.

G. The City has independently sold or provided various TRPA development rights and land coverage to project developers/applicants based on the merits of the individual project.

H. Through the sale of TRPA development rights and land coverage, the City has also provided an environmental and economic incentive to projects which otherwise would not have been economically feasible.

I. The City believes it is appropriate and transparent to establish a policy that addresses the future distribution and sale of development rights and land coverage maintained by 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:

1. Acknowledges and reserves the right to retain all necessary TRPA development rights and land coverage to support City-sponsored municipal projects; and

2. Hereby authorizes the distribution and sale of City maintained TRPA development rights and land coverage subject to the provisions of this policy; and

3. The City Council adopts the following policy for the distribution and sale of TRPA development rights and land coverage:

   A. Distribution and sale of TRPA development rights and land coverage shall be directed toward the development of residential, commercial, mixed-use, and industrial properties in the City of South Lake Tahoe.

   B. Distribution and sale of City-owned TRPA development rights and land coverage shall be consistent with the TRPA Regional Plan, TRPA Code of Ordinances, City of South Lake Tahoe General Plan and Municipal Code, and all other applicable community or area plan policies.

      i. When a developer/applicant requests City maintained TRPA development rights and/or land coverage for a project to be located within the City, the proposed project shall be evaluated to ensure the project is consistent with the following criteria;

         a. The subject property must be in the City of South Lake Tahoe; and

         b. The developer/applicant must have a planning application on file with the Development Services Department, prior to a project developer/applicant requesting development rights and/or land coverage; and

         c. The proposed project provides an environmental and/or economic benefit for the community.

   C. The distribution and sale of development rights and land coverage shall be to the affected parcel(s), not the developer/applicant; and

      i. Any change to an approved project (e.g., elevations, building size or siting, land uses, or density) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage. The City Manager has the discretion to require any project change to be reviewed by the City Council to

determine whether development rights or land coverage should be revoked. If revoked, the developer/ applicant will return to the City the allocated development rights and/or land coverage. The City shall reimburse the developer/applicant the price of sale, less the City's administrative processing fee.

D. The distribution and sale of TRPA development rights and land coverage shall be at no cost for the following projects:

   i. The sale of city-owned development rights and land coverage shall be at no cost to single or multi-family residential projects, which are deed restricted to accommodate low, very-low, and moderate-income families, as defined by the Department of Housing and Community Development HCD) annual State Income Limits, pursuant to Health & Safety Code Section 50093.

   ii. The sale of city-owned development rights and land coverage shall be at no cost to a developer/applicant of a multi-family residential project or a mixed-use project containing multi-family residential units, if the project is located with the boundaries of an identified Town Center.

      a. A mixed-use project can be the horizontal or vertical mix of uses residential, commercial and industrial).

   iii. The sale of city-owned development rights and land coverage shall be at no cost to commercial/industrial projects, when the property is deemed to be distressed and/or blighted, and the value of the proposed improvements and/or new construction are greater than fifty-one percent of the El Dorado County assessed value.

   iv. Seventy (70) City banked Tourist Accommodation Units are set aside and may only be used for converting to Residential Units of Use and sold at no cost for the construction of new Accessory Dwelling Units or the construction of new multi-family rental units (2 or more units) projects.

   Should an approved residential, commercial, mixed-use, or industrial project later choose to subdivide the land (pursuant to the Subdivision Map Act), all previously required deed restrictions will remain in force, or the developer shall reimburse the City the full market rate for said development rights/land coverage at the time of subdivision.

E. Should the City provide or sell development rights or land coverage for a project containing residential units, a deed restriction shall be placed on the property prohibiting use as a Vacation Home Rental as defined in City Code Section 3.50.370.

F. Commercial Floor Area shall only be provided or sold to a commercial project and shall not be converted to other development right types.

4. The City Council adopts the following implementation strategy for the distribution and sale of development rights and land coverage:

   A. The Development Services Department will have an appraisal prepared by a California licenses appraiser, analyzing the sale of each development right (potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), commercial floor area (CFA); and land coverage, for the preceding calendar year.

      i. The appraiser shall prepare the above-described report for presentation to the City Council on or before February 1 of each calendar year.

         a. The report shall describe the methodology used in determining the value of each development right category, including commercial floor area, and

         b. The report shall contain recommendations for each development right category, including land coverage; and

         c. The report shall also include a recommended tiers rate structure to address variances based on the scale of the project.

      ii. The City Council reserves the right to annually set the price point for each development right type and/or land coverage; and

         a. The established cost per category, shall be based upon one-third of the recommended appraisal rate.

      iii. A developer/applicant shall have one-year from the date of the approved development right/land coverage request to submit and obtain a building permit, issued through the City. If this milestone is unachievable the applicant may apply for an extension or relinquish the City granted development rights and land coverage.

      iv. One, one-year extension for the retention of approved development rights/ land coverage may be granted by the City Manager, based on the project continuing to meet the distribution policy and proceeding in a diligent manner, or relinquish the City granted development rights and land coverage.

      v. The sale and transfer of development rights/land coverage shall be completed prior to the issuance of a Certificate of Occupancy.

      vi. If any of the associated City Planning, Building and/or TRPA permits expire, the allocated development rights/land coverage shall be returned

to the City. The City shall also reimburse the developer/applicant for the cost of those development rights/land coverage, less the City's administrative processing fee.

vii. Should the project parcel(s) change ownership the development rights may be transferred to a new owner so long as the project is constructed as approved. Any change to an approved project (e.g., elevations, building siting, interior configuration) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage.

viii. When approved development rights/land coverage is banked on a sending parcel, the developer/applicant shall obtain TRPA Transfer of Development Rights approval prior to the issuance of a Certificate of Occupancy.

ix. The proceeds from the sale of city-owned development rights/land coverage shall be dedicated to the City's Workforce Housing Fund to support the City's affordable housing initiatives.

B. The City Council hereby delegates to the City Manager the authority to approve or deny, and to complete the distribution and sale of the development rights/land coverage inside the City of South Lake Tahoe consistent with the criteria outlined in this policy.

C. The City Council reserves the sole right to distribute and sell development rights/land coverage to private developers and other public agencies outside the City of South Lake Tahoe, and all such distribution and sales shall be at the full market rate at that time.

D. The City Council hereby directs the implementation of an annual review process of this policy to be completed prior to February 1, of each calendar year.

E. These policies supersede all other distribution and sale of development rights and land coverage policies adopted by the City Council through Resolution 2017-73, Resolution 2019-067, and Resolution 2022-051.

Adopted by the City of South Lake Tahoe City Council on June 6, 2023 by the following vote:

Yes: Bass, Creegan, Friedrich, Robbins and Wallace

Cristi Creegan

Cristi Creegan (Jun 9, 2023 08:15 PDT)

Date: Jun 9, 2023

Cristi Creegan, Mayor

Attest:

Sue Blankenship (Jun 8, 2023 12:42 PDT)

Susan Blankenship, City Clerk

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

Res 2023-051 TRPA Development Commodities

Final Audit Report 2023-06-09

Created:	2023-06-08
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqlqlVoiljZR8JQTKvqp7F-2XkGjkOuBt

"Res 2023-051 TRPA Development Commodities" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2023-06-08 - 6:05:52 PM GMT- IP address: 128.92.136.146

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Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
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Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)
Signature Date: 2023-06-09 - 3:15:18 PM GMT - Time Source: server- IP address: 47.25.118.95

Agreement completed.
2023-06-09 - 3:15:18 PM GMT

Resolution 202~~1~~5-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Policy Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Development Commodities Owned by the City of South Lake Tahoe

(~~Replacing~~ Replaces Resolution 2023-051)

BACKGROUND

A. The Tahoe Regional Planning Authority (TRPA) is the land use authority and has established a development rights system to manage future development and a system to regulate the amount of land coverage in the Tahoe basin.

B. The TRPA development rights are land-use units that must be acquired before a property can be developed. Development rights include potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), and commercial floor area (CFA).

C. Permanent land coverage is also regulated by the TRPA to protect the Lake Tahoe watershed. Parcels are limited to a specified amount of land coverage and, in some cases, may be transferred to maximize the allowable amount on a given parcel.

D. The City of South Lake Tahoe is subject to applying the development rights and land coverage systems to our review and approval of land use entitlement applications that are subject to the TRPA/City Memorandum of Understanding.

E. The City has TRPA development rights and land coverage, which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development).

F. The City has been approached by project developers/applicants interested in securing development rights and land coverage from the City.

G. The City has independently sold or provided various TRPA development rights and land coverage to project developers/applicants based on the merits of the individual project.

H. Through the sale of TRPA development rights and land coverage, the City has also provided an environmental and economic incentive to projects which otherwise would not have been economically feasible.

I. The City believes it is appropriate and transparent to establish a policy that addresses the future distribution and sale of development rights and land coverage maintained by 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:

1. Acknowledges and reserves the right to retain all necessary TRPA development rights and land coverage to support City-sponsored municipal projects; and

2. Hereby authorizes the distribution and sale of City maintained TRPA development rights and land coverage subject to the provisions of this policy; and

3. The City Council adopts the following policy for the distribution and sale of TRPA development rights and land coverage:

   A. Distribution and sale of TRPA development rights and land coverage shall be directed toward the development of residential, commercial, mixed-use, and industrial properties in the City of South Lake Tahoe.

   B. Distribution and sale of City-owned TRPA development rights and land coverage shall be consistent with the TRPA Regional Plan, TRPA Code of Ordinances, City of South Lake Tahoe General Plan and Municipal Code, and all other applicable community or area plan policies.

      i. When a developer/applicant requests City maintained TRPA development rights and/or land coverage for a project to be located within the City, the proposed project shall be evaluated to ensure the project is consistent with the following criteria;

         a. The subject property must be in the City of South Lake Tahoe; and

         b. The developer/applicant must have a planning application on file with the Development Services Department, prior to a project developer/applicant requesting development rights and/or land coverage; and

         c. The proposed project provides an environmental and/or economic benefit for the community.

   C. The distribution and sale of development rights and land coverage shall be to the affected parcel(s), not the developer/applicant; and

i. Any change to an approved project (e.g., elevations, building size or siting, land uses, or density) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage. The City Manager has the discretion to require any project change to be reviewed by the City Council to determine whether development rights or land coverage should be revoked. If revoked, the developer/ applicant will return to the City the allocated development rights and/or land coverage. The City shall reimburse the developer/applicant the price of sale, less the City's administrative processing fee.

D. The distribution and sale of TRPA development rights and land coverage shall be at no cost for the following projects:

i. The sale of city-owned development rights and land coverage shall be at no cost to single or multi-family residential projects, which are deed restricted to accommodate low, very-low, and moderate-income families, as defined by the Department of Housing and Community Development HCD) annual State Income Limits, pursuant to Health & Safety Code Section 50093.

ii. The sale of city-owned development rights and land coverage shall be at no cost to a developer/applicant of a multi-family residential project or a mixed-use project containing multi-family residential units, if the project is located with the boundaries of an identified Town Center.

a. A mixed-use project can be the horizontal or vertical mix of uses residential, commercial and industrial).

iii. The sale of city-owned development rights and land coverage shall be available to commercial/industrial projects ~~when the property is deemed to be distressed and or blighted, and the value of the proposed improvement and/or new construction are gerater than fifty-one percent of the El Dorado County assess value~~ where a proposed project will include façade and/or landscape improvements consistent with City Design Guidelines and applicable regulations, according to the following schedule:

Improvement Project Value	**Eligible commodity amounts**
Improvements valued at >$501,000	Up to 5,000 sf CFA; or Up to 5 TAUs; or Up to 5 SF ERUUs; or Up to 7 MF ERUUs; or Up to 5,000 sf Class 4-7 land coverage; or Up to 4,000 sf Class 1b land coverage
Improvements valued at $200,000-$500,000	Up to 3,500 sf CFA; or Up to 3 TAUs; or

	Up to 3 SF ERUUs; or Up to 5 MF ERUUs; or Up to 3,500 sf Class 4-7 land coverage; or Up to 3,000 sf Class 1b land coverage
Improvements valued at $50,000 - $199,000	Up to 1,500 sf CFA; or Up to 1 TAU; or Up to 2 SF ERUUs; or Up to 3 MF ERUUs; or Up to 1,500 sf Class 4-7 land coverage; or Up to 1,000 sf Class 1b land coverage

iv. The sale of up to 200 square feet of city-owned land coverage per parcel shall be at no cost to commercial/industrial projects for installation of EV charging stations, bicycle racks, pedestrian walkways and other amenities that promote the use of alternative transportation and walking that are not otherwise required.

iv Seventy (70) City banked Tourist Accommodation Units are set aside and may only be used for converting to Residential Units of Use and sold at no cost for the construction of new Accessory Dwelling Units or the construction of new multi-family rental units (2 or more units) projects.

Should an approved residential, commercial, mixed-use, or industrial project later choose to subdivide the land (pursuant to the Subdivision Map Act), all previously required deed restrictions will remain in force, or the developer shall reimburse the City the full market rate for said development rights/land coverage at the time of subdivision.

E. Should the City provide or sell development rights or land coverage for a project containing residential units, a deed restriction shall be placed on the property prohibiting use as a Vacation Home Rental as defined in City Code Section 3.50.370.

F. Commercial Floor Area shall only be provided or sold to a commercial project and shall not be converted to other development right types.

4. The City Council adopts the following implementation strategy for the distribution and sale of development rights and land coverage:

A. The Development Services Department will have an appraisal prepared by a California licenses appraiser, analyzing the sale of each development right (potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), commercial floor area (CFA); and land coverage, for the preceding calendar year.

   i. The appraiser shall prepare the above-described report for presentation to the City Council on or before February 1 of each calendar year.

      a. The report shall describe the methodology used in determining the value of each development right category, including commercial floor area, and

      b. The report shall contain recommendations for each development right category, including land coverage; and

      c. The report shall also include a recommended tiers rate structure to address variances based on the scale of the project.

   ii. The City Council reserves the right to annually set the price point for each development right type and/or land coverage; and

      a. The established cost per category, shall be based upon one-third of the recommended appraisal rate.

   iii. A developer/applicant shall have one-year from the date of the approved development right/land coverage request to submit and obtain a building permit, issued through the City. If this milestone is unachievable the applicant may apply for an extension or relinquish the City granted development rights and land coverage.

   iv. One, one-year extension for the retention of approved development rights/ land coverage may be granted by the City Manager, based on the project continuing to meet the distribution policy and proceeding in a diligent manner, or relinquish the City granted development rights and land coverage.

   v. The sale and transfer of development rights/land coverage shall be completed prior to the issuance of a Certificate of Occupancy.

   vi. If any of the associated City Planning, Building and/or TRPA permits expire, the allocated development rights/land coverage shall be returned to the City. The City shall also reimburse the developer/applicant for the cost of those development rights/land coverage, less the City's administrative processing fee.

   vii. Should the project parcel(s) change ownership the development rights may be transferred to a new owner so long as the project is constructed

as approved. Any change to an approved project (e.g., elevations, building siting, interior configuration) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage.

viii. When approved development rights/land coverage is banked on a sending parcel, the developer/applicant shall obtain TRPA Transfer of Development Rights approval prior to the issuance of a Certificate of Occupancy.

ix. The proceeds from the sale of city-owned development rights/land coverage shall be dedicated to the City's Workforce Housing Fund to support the City's affordable housing initiatives.

B. The City Council hereby delegates to the City Manager the authority to approve or deny, and to complete the distribution and sale of the development rights/land coverage inside the City of South Lake Tahoe consistent with the criteria outlined in this policy.

C. The City Council reserves the sole right to distribute and sell development rights/land coverage to private developers and other public agencies outside the City of South Lake Tahoe, and all such distribution and sales shall be at the full market rate at that time.

D. The City Council hereby directs the implementation of an annual review process of this policy to be completed prior to February 1, of each calendar year.

E. These policies supersede all other distribution and sale of development rights and land coverage policies adopted by the City Council through Resolution No. 2017-73, Resolution No. 2019-067, and Resolution No. 2022-051.

Adopted by the City of South Lake Tahoe City Council on ~~June 6, 2023~~September 9, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
~~Cristi Creegan~~Tamara Wallace, Mayor

Attest:
_____

Susan Blankenship, City Clerk

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

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Policy Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Development Commodities Owned by the City of South Lake Tahoe
(Replaces Resolution 2023-051)

BACKGROUND

A. The Tahoe Regional Planning Authority (TRPA) is the land use authority and has established a development rights system to manage future development and a system to regulate the amount of land coverage in the Tahoe basin.

B. The TRPA development rights are land-use units that must be acquired before a property can be developed. Development rights include potential residential units of use (PRUs), single and multi-family residential units of use (RUUs), tourist accommodation units (TAUs), and commercial floor area (CFA).

C. Permanent land coverage is also regulated by the TRPA to protect the Lake Tahoe watershed. Parcels are limited to a specified amount of land coverage and, in some cases, may be transferred to maximize the allowable amount on a given parcel.

D. The City of South Lake Tahoe is subject to applying the development rights and land coverage systems to our review and approval of land use entitlement applications that are subject to the TRPA/City Memorandum of Understanding.

E. The City has TRPA development rights and land coverage, which have accumulated from various sources (e.g., Environmental Improvement Projects, implementation of Community Plans and Area Plans, City purchase of land with attached development rights, the retirement of rights, and TRPA allocation of development).

F. The City has been approached by project developers/applicants interested in securing development rights and land coverage from the City.

G. The City has independently sold or provided various TRPA development rights and land coverage to project developers/applicants based on the merits of the individual project.

H. Through the sale of TRPA development rights and land coverage, the City has also provided an environmental and economic incentive to projects which otherwise would not have been economically feasible.

I. The City believes it is appropriate and transparent to establish a policy that addresses the future distribution and sale of development rights and land coverage maintained by 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:

1. Acknowledges and reserves the right to retain all necessary TRPA development rights and land coverage to support City-sponsored municipal projects; and

2. Hereby authorizes the distribution and sale of City maintained TRPA development rights and land coverage subject to the provisions of this policy; and

3. The City Council adopts the following policy for the distribution and sale of TRPA development rights and land coverage:

   A. Distribution and sale of TRPA development rights and land coverage shall be directed toward the development of residential, commercial, mixed-use, and industrial properties in the City of South Lake Tahoe.

   B. Distribution and sale of City-owned TRPA development rights and land coverage shall be consistent with the TRPA Regional Plan, TRPA Code of Ordinances, City of South Lake Tahoe General Plan and Municipal Code, and all other applicable community or area plan policies.

      i. When a developer/applicant requests City maintained TRPA development rights and/or land coverage for a project to be located within the City, the proposed project shall be evaluated to ensure the project is consistent with the following criteria;

         a. The subject property must be in the City of South Lake Tahoe; and

         b. The developer/applicant must have a planning application on file with the Development Services Department, prior to a project developer/applicant requesting development rights and/or land coverage; and

         c. The proposed project provides an environmental and/or economic benefit for the community.

   C. The distribution and sale of development rights and land coverage shall be to the affected parcel(s), not the developer/applicant; and

i. Any change to an approved project (e.g., elevations, building size or siting, land uses, or density) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage. The City Manager has the discretion to require any project change to be reviewed by the City Council to determine whether development rights or land coverage should be revoked. If revoked, the developer/ applicant will return to the City the allocated development rights and/or land coverage. The City shall reimburse the developer/applicant the price of sale, less the City's administrative processing fee.

D. The distribution and sale of TRPA development rights and land coverage shall be at no cost for the following projects:

i. The sale of city-owned development rights and land coverage shall be at no cost to single or multi-family residential projects, which are deed restricted to accommodate low, very-low, and moderate-income families, as defined by the Department of Housing and Community Development HCD) annual State Income Limits, pursuant to Health & Safety Code Section 50093.

ii. The sale of city-owned development rights and land coverage shall be at no cost to a developer/applicant of a multi-family residential project or a mixed-use project containing multi-family residential units, if the project is located with the boundaries of an identified Town Center.

a. A mixed-use project can be the horizontal or vertical mix of uses residential, commercial and industrial).

iii. The sale of city-owned development rights and land coverage shall be available to commercial/industrial projects where a proposed project will include façade and/or landscape improvements consistent with City Design Guidelines and applicable regulations, according to the following schedule:

Improvement Project Value	**Eligible commodity amounts**
Improvements valued at >$501,000	Up to 5,000 sf CFA; or Up to 5 TAUs; or Up to 5 SF ERUUs; or Up to 7 MF ERUUs; or Up to 5,000 sf Class 4-7 land coverage; or Up to 4,000 sf Class 1b land coverage
Improvements valued at $200,000-$500,000	Up to 3,500 sf CFA; or Up to 3 TAUs; or Up to 3 SF ERUUs; or Up to 5 MF ERUUs; or

	Up to 3,500 sf Class 4-7 land coverage; or Up to 3,000 sf Class 1b land coverage
Improvements valued at $50,000 - $199,000	Up to 1,500 sf CFA; or Up to 1 TAU; or Up to 2 SF ERUUs; or Up to 3 MF ERUUs; or Up to 1,500 sf Class 4-7 land coverage; or Up to 1,000 sf Class 1b land coverage

iv. The sale of up to 200 square feet of city-owned land coverage per parcel shall be at no cost to commercial/industrial projects for installation of EV charging stations, bicycle racks, pedestrian walkways and other amenities that promote the use of alternative transportation and walking that are not otherwise required.

v. Seventy (70) City banked Tourist Accommodation Units are set aside and may only be used for converting to Residential Units of Use and sold at no cost for the construction of new Accessory Dwelling Units or the construction of new multi-family rental units (2 or more units) projects.

Should an approved residential, commercial, mixed-use, or industrial project later choose to subdivide the land (pursuant to the Subdivision Map Act), all previously required deed restrictions will remain in force, or the developer shall reimburse the City the full market rate for said development rights/land coverage at the time of subdivision.

E. Should the City provide or sell development rights or land coverage for a project containing residential units, a deed restriction shall be placed on the property prohibiting use as a Vacation Home Rental as defined in City Code Section 3.50.370.

F. Commercial Floor Area shall only be provided or sold to a commercial project and shall not be converted to other development right types.

4. The City Council adopts the following implementation strategy for the distribution and sale of development rights and land coverage:

A. The Development Services Department will have an appraisal prepared by a California licenses appraiser, analyzing the sale of each development right (potential residential units of use (PRUs), single and multi-family residential units

of use (RUUs), tourist accommodation units (TAUs), commercial floor area (CFA); and land coverage, for the preceding calendar year.

i. The appraiser shall prepare the above-described report for presentation to the City Council on or before February 1 of each calendar year.

   a. The report shall describe the methodology used in determining the value of each development right category, including commercial floor area, and

   b. The report shall contain recommendations for each development right category, including land coverage; and

   c. The report shall also include a recommended tiers rate structure to address variances based on the scale of the project.

ii. The City Council reserves the right to annually set the price point for each development right type and/or land coverage; and

   a. The established cost per category, shall be based upon one-third of the recommended appraisal rate.

iii. A developer/applicant shall have one-year from the date of the approved development right/land coverage request to submit and obtain a building permit, issued through the City. If this milestone is unachievable the applicant may apply for an extension or relinquish the City granted development rights and land coverage.

iv. One, one-year extension for the retention of approved development rights/ land coverage may be granted by the City Manager, based on the project continuing to meet the distribution policy and proceeding in a diligent manner, or relinquish the City granted development rights and land coverage.

v. The sale and transfer of development rights/land coverage shall be completed prior to the issuance of a Certificate of Occupancy.

vi. If any of the associated City Planning, Building and/or TRPA permits expire, the allocated development rights/land coverage shall be returned to the City. The City shall also reimburse the developer/applicant for the cost of those development rights/land coverage, less the City's administrative processing fee.

vii. Should the project parcel(s) change ownership the development rights may be transferred to a new owner so long as the project is constructed as approved. Any change to an approved project (e.g., elevations, building siting, interior configuration) may result in the revocation of prior reservation and/or allocated development rights and/or land coverage.

viii. When approved development rights/land coverage is banked on a sending parcel, the developer/applicant shall obtain TRPA Transfer of Development Rights approval prior to the issuance of a Certificate of Occupancy.

ix. The proceeds from the sale of city-owned development rights/land coverage shall be dedicated to the City's Workforce Housing Fund to support the City's affordable housing initiatives.

B. The City Council hereby delegates to the City Manager the authority to approve or deny, and to complete the distribution and sale of the development rights/land coverage inside the City of South Lake Tahoe consistent with the criteria outlined in this policy.

C. The City Council reserves the sole right to distribute and sell development rights/land coverage to private developers and other public agencies outside the City of South Lake Tahoe, and all such distribution and sales shall be at the full market rate at that time.

D. The City Council hereby directs the implementation of an annual review process of this policy to be completed prior to February 1, of each calendar year.

E. These policies supersede all other distribution and sale of development rights and land coverage policies adopted by the City Council through Resolution No. 2017-73, Resolution No. 2019-067, and Resolution No. 2022-051.

Adopted by the City of South Lake Tahoe City Council on September 9, 2025, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certified 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: September 9, 2025

Agenda Item #: 29

Agenda Item: Emergency Shelter and Warm Room Discussion

Executive Summary: At the November 19, 2024 City Council meeting, a presentation was made about potential Pay for Success agreements with Live Violence Free and Tahoe Coalition for the Homeless. Included in the motion to pursue the creation of Pay for Success agreements, Councilmember Robbins, Seconded by Councilmember Wallace included a request to reach out to Tahoe Coalition for the Homeless to investigate options and future funding needs to operate a long-term equivalent of a Warm Room. City staff engaged with various local entities to better understand the need and capacity to implement a â€œwarm roomâ€ or emergency shelter in the City of South Lake Tahoe. An analysis has been provided with input from stakeholders about the various nuances surrounding emergency shelters (warm rooms).

Requested Action / Suggested Motions: Either: 1) Pass a Motion directing staff to pursue establishment of an emergency shelter in partnership with local and regional stakeholders; or 2) Receive report and take no further action at this time.

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

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

Attachments:

0 1- Staff Report - Warm Room Discussion.docx
02 - Housing First - Fact Sheet.pdf

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

Meeting Date: September 9, 2025

Title: Emergency Shelter/Warm Room Discussion

Location: Citywide

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

Background: Homelessness is a nuanced issue, driven in large part by shortfalls in housing supply and affordable housing throughout the region and the state of California. In 2021, the Point in Time count for El Dorado County showed there was a total of 613 people experiencing homelessness with 78% of those being unsheltered. In 2024, there was a total of 511 people experiencing homelessness with 47% of those unsheltered. The number of unsheltered individuals and families in El Dorado County has decreased by 69% while people utilizing emergency shelter and transitional housing increased, since 2021. In the 2022 count, 79% of people experiencing homelessness had their permanent residence prior to homelessness in El Dorado County.

Individuals with certain vulnerabilities, those with a history of trauma, and/or those from racially minoritized groups, are at higher risk of experiencing homelessness. In addition, those who are experiencing homelessness have higher rates of substance abuse and mental health issues than the general population. Those experiencing homelessness are an aging population and most people experiencing homelessness in California are overwhelmingly from California[1]. In El Dorado County, this data trend is also similar.

At the November 19, 2024 City Council meeting, staff presented on the Pay for Success Contracts with Live Violence Free and Tahoe Coalition for the Homeless. During this item, Councilmember Robbins, Seconded by Councilmember Wallace included in the motion to reach out to Tahoe Coalition for the Homeless to investigate options and future funding needs to operate a long-term equivalent of a Warm Room.

Issue and Discussion: City staff engaged with various local entities to better understand the need and capacity to implement a “warm room” or emergency shelter in the City of South Lake Tahoe. Staff met with Tahoe Youth and Family Services, Live Violence Free (LVF), Tahoe Coalition for the Homeless (TCH), and attended several meetings with Barton Health (Barton) and El Dorado County Behavioral Health staff. Staff also met with Dr. Marissa Muscat, who is one of the founders and original

[1] Margot Kushel, MD and Tiana Moore, PhD, et. al. “Toward a New Understanding: The California Statewide Study of People Experiencing Homelessness.” *Benioff Homelessness and Housing Initiative, University of California San Francisco* (June 2023).

Executive Director of TCH and implemented the Warm Room in the City of South Lake Tahoe. There will be references to the original “Warm Room” implemented by TCH in addition to considerations for the implementation of a potential emergency shelter.

Current Shelters in El Dorado County

El Dorado County and the El Dorado Opportunity Knocks Continuum of Care

El Dorado County and the Continuum of Care, in partnership with Volunteers of America, operate a 60-bed shelter in Placerville for adults experiencing homelessness along with case management and housing assistance. Participants can only enter the shelter through the coordinated entry system or upon referral.

Live Violence Free

Live Violence Free has a Safe House that is a three-bedroom apartment for individuals and families to stay in for about three months and they own two units with two bedrooms in each unit that are used as transitional housing, for a couple of months at a time. LVF provides motel vouchers on an emergency basis to clients, when funding is available.

Tahoe Youth and Family Services

Tahoe Youth and Family Services serves Transitional Aged Youth (TAY) between the ages of 16-22 years old. They master lease three apartments and provide Rapid Rehousing through rental assistance provided by the CoC. They were also awarded about $35,000 by the CoC Homeless Housing, Assistance, and Prevention funding that funds for 150 shelter nights (motel vouchers) for the winter 2024 – 2025.

Tahoe Coalition for the Homeless

Tahoe Coalition for the Homeless was founded in 2015 to implement the “Warm Room” in the City of South Lake Tahoe. The Warm Room was a place for the unsheltered to take shelter between 7pm and 7am from December through March. In 2020, Tahoe Coalition for the Homeless (TCH) purchased three SRO properties which are currently being converted into permanent housing for some of the most vulnerable members in the community. When the Bear’s Den is completely rehabilitated, TCH will own 72 units of permanent housing for individuals between 0% and 30% of the Area Median Income. TCH operated a 14-bed shelter that provides wrap-around services and three meals daily and participants can only enter through the coordinated entry system. This shelter is currently closing and will be updated to become a Medical Respite center through a partnership with Anthem Blue Cross.

Targeted Population and Identified Need

Federal and most State funding mandates “Housing First” which is an evidence-based practice across the US. Housing First is an approach to serving people experiencing homelessness that recognizes that an unhoused person must be able to access a decent, safe place to live, that does not limit length of stay, before stabilizing, improving health, reducing harmful behaviors, or increasing income. Programs utilizing Housing First should remove barriers to access the housing such as requirements for sobriety, absence of criminal history, or participation in services to access or retain housing. More information is provided in Attachment 2.

Operating an emergency shelter or warm room with state or federal funds requires a discussion of who the target population is to be served and how the individual or family can access the warm room. The TCH operated Warm Room only allowed individuals over the age of 18 and there were no required background checks (criminal history) or sobriety checks.

According to the 2024 El Dorado County Point in Time (PIT) count that is mandated by US Department of Housing and Urban Development (HUD), 65% of people experiencing homelessness are male and 83% are over the age of 24. However, youth homelessness is growing in the county. In El Dorado County, the unsheltered population decreased by about 69% due to the increasing number of emergency shelter and transitional housing in the county.

Investment in housing types across the housing spectrum have led to positive outcomes. However, opening another emergency shelter requires a discussion on targeted populations and how to best serve them. According to Tahoe Youth and Family Services, Executive Director Cheyanne Lane, most of their clients, Transitional Age Youth (TAY), do not want to stay in shelters with adults and will often couch surf or find other means to not stay in a shelter. The City’s Housing Hotline has also been receiving an increase in calls related to housing resources. The resources are often requested by families who are not able to or choose not to stay at shelters due to safety and/or health concerns. SLTPD has also shared that having an emergency shelter that is open during the middle of the night could be helpful upon their referral.

Many individuals lack access to healthcare, and therefore, often, have high rates of acute care and emergent health services utilization. Barton Health is interested in an emergency shelter option for patients who are released from the Emergency Room in the middle of the night and do not have adequate shelter. Currently, Barton relies on Tahoe Coalition for the Homeless or sends patients to the Nevada Cares Campus in Reno, Nevada.

Stakeholders interviewed for this report identified some need for a shelter and the targeted beneficiaries of an emergency shelter. There are challenges in developing emergency shelters since there will likely be a population who do not feel safe staying in the shelter.

Should the City Council decide to explore the creation of an emergency shelter, consideration will need to be made as to the targeted population and if there are specific beds to reserved for either law enforcement or Barton Health referrals. The targeted population will also dictate the location, number of individuals served, and interventions.

Location

The only existing shelter in the city is located at the Red Lodge, which is owned and operated by TCH. The shelter is classified as a Social Service Organization for zoning purposes, which is an allowed use in limited districts. Finding an appropriate location could be a challenge based on current zoning requirements. Senate Bill 2 strengthens housing element law to ensure zoning encourages and facilitates emergency shelters and limits the denial of emergency shelters and traditional and supporting housing under the Housing Accountability Act.

Emergency Shelters can be difficult to open due to working with property owners to lease the space for this particular use. Emergency Shelters require ADA access, bathrooms, and adherence to building, fire, life and safety codes. TCH Board Members have shared that the Warm Rooms had a new lease every year and finding a location was one of the most challenging parts. Many property owners did not want to allow the use in their property, finding an owner who wanted a shorter lease was difficult, neighbors were sometimes outspoken against the proposed use, and/or if a property owner was willing, the property upgrades to increase accessibility and other building, fire, life, and safety items were cost prohibitive for the property owner. Many emergency shelters operate in publicly owned buildings or owned by nonprofit organizations.

Staffing

The original warm room operated by TCH was run by volunteers and they paid for overnight staff and security to be on site during operating hours. Currently, TCH has indicated that they do not have the financial or staff capacity to operate a separate Warm Room. However, TCH is open to discussing the facilitation of motel vouchers or an emergency shelter if provided the full funding for staffing and operations.

Staffing needs for an emergency shelter is highly variable depending on the number of individuals being served, the number of months the shelter is open and the hours of operation. These numbers are also dependent on community need and shelter utilization. However, the positions in emergency shelters generally include a shelter manager, security staff, intake staff, case managers, cleaning and maintenance staff and other potential specialty staff.

As mentioned previously, the targeted population and needs for the emergency shelter will dictate the level of staffing necessary to operate. Should the City council seek to establish an emergency shelter, collaboration with potential partner agencies would need to occur to determine appropriate staffing levels.

Timeframe

Tahoe Coalition for the Homeless only operated their Warm Room during the winter months (roughly between December and March) to keep individuals from being exposed to cold weather elements. TCH was operating a year-round shelter that was open 24 hours a day, 7 days a week, to reduce emergency situations that require police and fire personnel, environmental benefits such as fire mitigation, among other risk mitigation strategies. The 14 bed shelter is currently being converted to a medical respite shelter.

It is becoming increasingly common for other jurisdictions to operate emergency shelters to mitigate high pollution days, extreme heat events, and other emergency situations.

Should City Council seek to establish an emergency shelter, consideration would need to be given regarding the timeframe during which the shelter would operate. For instance, year-round, during winter months or only during inclement weather events.

Cost

The Warm Room that was formerly operated by Tahoe Coalition for the Homeless was about $150,000 - $200,000 to operate with free or subsidized rent and contained two four-hour volunteer shifts with a TCH Board member on call for any issues. This information was provided by Tahoe Coalition for the Homeless.

The El Dorado County Navigation Center, located in the City of Placerville, used $6,644,272.28 in federal and state funding for planning and about two years of implementation of the temporary center with 60-beds. This equates to a monthly operating cost of the shelter of $188,717.00 and this equates to $3,145 per client per month.

Funding for emergency shelters at the State and Federal levels require the use of the Coordinated Entry System and implementation of a Housing First approach. Policy level discussions are moving away from temporary housing situations to a focus on prevention (rapid rehousing) and permanent housing solutions. However, as evidenced by engagement with stakeholders, there are instances in which an emergency shelter could be useful. A local funding source to include city and private funding could provide collaborative funding to establish a warm room without these restrictions.

Conclusion

This report is intended to provide an analysis, with input from stakeholders, about the various nuances and details surrounding emergency shelters (warm rooms). This report identified some of the challenges to emergency shelter implementation in addition to the needs heard from stakeholders in the community, including through the Housing Hotline. Currently there are several different types of emergency shelters and

transitional housing options throughout El Dorado County provided by several different organizations. A summary has been provided regarding the challenges and opportunities which have been further classified in the following categories: targeted population and need, location, staffing, timeframe, and cost.

Staff is seeking council direction as to whether to pursue establishment of an emergency shelter in partnership with local and regional stakeholders. Should the City Council choose to pursue the establishment of an emergency shelter, staff would conduct further investigation into the following details: potential shelter location, potential operating agreements, estimated costs associated with operations (including staff, rent, utilities, furnishings, laundry, maintenance, cleaning and security).

Financial Implications: Currently, there are no financial implications for receiving this report. As mentioned, funding at the state and federal level is geared towards permanent housing and prevention programs with required use of the Coordinated Entry System. As such, a local funding source would likely be needed for the operation of an emergency shelter not subject to the coordinated entry system.

Potential costs would likely be incurred at a future date should the City Council seek to establish an emergency shelter. These costs may include and be influenced by: location, staff operations and administration, cleaning and sanitation staff, security, number of individuals being served, timeframe of the shelter, utility costs, and other costs.

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The following adopted policies and programs are applicable to this discussion:

<u>City General Plan Housing Element</u>

Action Item 1.3.6 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

Action Item 3.1.3 Work with local partners to support permanent supportive housing/transitional homeless shelter resources and provide more services to mitigate existing homeless camps.

<u>City General Plan Housing Element</u>

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 4-2 The City shall work with surrounding jurisdictions to address the causes of homelessness and the needs of transient homeless persons on a regional basis. The City shall support TCH and El Dorado County Community Services and in its countywide programs address the needs of homeless persons.

Policy 4-4 The City shall provide priority permit processing of projects that are targeted toward special-needs groups, such as seniors, the disabled (including the developmentally disabled), and the homeless, including priority for building plan check, subdivision map review, improvement plans for roadways and utilities, and environmental impact analysis.

HOUSING FIRST

WHAT IS "HOUSING FIRST"?

Housing First is an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent, safe place to live, that does not limit length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income. Under the Housing First approach, anyone experiencing homelessness should be connected to a permanent home as quickly as possible, and programs should remove barriers to accessing the housing, like requirements for sobriety or absence of criminal history. It is based on the "hierarchy of need:" people must access basic necessities—like a safe place to live and food to eat—before being able to achieve quality of life or pursue personal goals. Finally, Housing First values choice not only in where to live, but whether to participate in services. For this reason, tenants are not required to participate in services to access or retain housing.

WHAT TYPE OF HOUSING IS CONSIDERED "HOUSING FIRST"?

Programs using Housing First generally fall into two categories:

- Supportive housing, which is an apartment made affordable through long-term rental assistance, paired with intensive services promoting housing stability.
- Rapid re-housing, which connects a family or individual to an apartment affordable through short- to medium-term rental assistance, along with moderate services designed to allow that household to increase their income sufficiently to be able to afford the apartment over the long-term.

While Housing First recognizes housing is a necessary precursor to treatment, Housing First does not mean "housing only." On the contrary, Housing First acknowledges social services and care coordination are necessary elements of housing stability and quality of life.

CORE COMPONENTS OF HOUSING FIRST UNDER CALIFORNIA LAW

In 2016, the California Legislature passed Senate Bill 1380 (Mitchell). It required all housing programs to adopt the Housing First model.[1] The Legislation defined Housing First with these "core components":

- Tenant screening and selection practices promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

[1] Codified as California Welfare & Institutions Code § 8255.

- Housing providers accept referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- Supportive services emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- Participation in services or program compliance is not a condition of housing tenancy.
- Tenants have a lease and all the rights and responsibilities of tenancy.
- The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
- Funding promotes tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services.
- Case managers and service coordinators are trained in and actively employ evidence-based practices for engagement, including motivational interviewing and client-centered counseling.
- Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
- The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

EVIDENCE BASIS

The federal and State government recognize Housing First as an evidence-based practice. In fact, a settled and growing body of evidence demonstrates—

- Tenants accessing Housing First programs are able to move into housing faster than programs offering a more traditional approach.[2]
- Tenants using Housing First programs stay housed longer and more stably than other programs.[3]
- Over 90% of tenants accessing Housing First programs are able to retain housing stability.[4]
- In general, tenants using Housing First programs access services more often, have a greater sense of choice and autonomy, and are far less costly to public systems than tenants of other programs.[5]

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[2] Gulcur, L., Stefancic, A., Shinn, M., Tsemberis, S., & Fishcer, S. Housing, Hospitalization, and Cost Outcomes for Homeless Individuals with Psychiatric Disabilities Participating in Continuum of Care and Housing First programs. 2003.
[3] Tsemberis, S. & Eisenberg, R. Pathways to Housing: Supported Housing for Street-Dwelling Homeless Individuals with Psychiatric Disabilities. 2000.
[4] Montgomery, A.E., Hill, L., Kane, V., & Culhane, D. Housing Chronically Homeless Veterans: Evaluating the Efficacy of a Housing First Approach to HUD-VASH. 2013.
[5] Tsemberis, S., Gulcur, L., & Nakae, M. Housing First, Consumer Choice, and Harm Reduction for Homeless Individuals with a Dual Diagnosis. 2004; Perlman, J. & Parvensky, J. Denver Housing First Collaborative: Cost Benefit Analysis and Program Outcomes Report. 2006.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 30

Agenda Item: Pay for Success Contract with Tahoe Coalition for the Homeless

Executive Summary: On September 10, 2024, City Council was presented with the first Annual Report on Homelessness. At this meeting, staff highlighted the financial concerns at Live Violence Free (LVF) and Tahoe Coalition for the Homeless (TCH). Councilmember Creegan, seconded by Mayor Bass, made a motion to bring back discussion of a contract for service for LVF and TCH given the services they provide that reduce impact on city services and the city budget. On November 19, 2024, City Council was presented with a Staff Report on the Pay for Success model to help bridge the gap in funding for operational costs for these two local organizations. Councilmember Robbins made the motion, seconded by Councilmember Wallace, to direct staff to develop contracts with Tahoe Coalition for the Homeless and Live Violence Free, based on the Pay for Success model in an amount not to exceed $40,000 for each organization. At the February 25, 2025 City Council meeting, City Council approved the Pay for Success Agreement with Live Violence Free and directed staff to bring back the Pay for Success Agreement with Tahoe Coalition for the Homeless after the City Council discussion on the Emergency Shelter and Warm Room.

Requested Action / Suggested Motions: 1) Pass a Motion authorizing and directing the Mayor to execute Pay for Success Agreement with Tahoe Coalition for the Homeless in an amount not to exceed $40,000; and 2) Pass a Resolution Authorizing $40,000 Budget Appropriations from General Fund Undesignated Excess Reserves for the agreement.

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

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

Attachments:

- 01_-_Staff_Report_P4S_LVF_TCH_Agreement (1).docx
- 02 - TCH Pay for Success Contract.pdf
- 03 - Resolution P4S Budget Appropriation.docx

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

Meeting Date: September 9, 2025

Title: Pay for Success Contract with Tahoe Coalition for the Homeless

Location: Citywide

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

Background: Homelessness is a nuanced issue, driven in large part by shortfalls in housing supply and affordable housing throughout the region and the state of California. In 2021, the Point in Time count for El Dorado County showed there was a total of 613 people experiencing homelessness with 78% of those being unsheltered. In 2024, there was a total of 511 people experiencing homelessness with 47% of those unsheltered. The number of unsheltered individuals and families in El Dorado County has decreased by 69% while people utilizing emergency shelter and transitional housing increased, since 2021. In the 2022 count, 79% of people experiencing homelessness had their permanent residence prior to homelessness in El Dorado County.

Responding to homelessness contains nuanced approaches making the coordination of a strategic approach challenging but facilitates better outcomes.

Individuals with certain vulnerabilities, those with a history of trauma, and/or those from racially minoritized groups, are at higher risk of experiencing homelessness. In addition, those who are experiencing homelessness have higher rates of substance abuse and mental health issues than the general population. Those experiencing homelessness are an aging population and we know that most people experiencing homelessness in California are overwhelmingly from California[1]. In El Dorado County, we know that this data trend is also similar.

In addition to negatively impacting South Lake Tahoe residents experiencing homelessness, there are other direct and indirect impacts on the community. People experiencing homelessness generate a significant number of calls for services from the South Lake Tahoe Fire and Police Departments, as well as frequent and high utilization of emergency medical services administered at Barton Health. These calls may delay response time to other non-homeless related calls. In addition, unsheltered homelessness may negatively impact the environment, the local economy and quality of life in the community.

[1] Margot Kushel, MD and Tiana Moore, PhD, et. al. "Toward a New Understanding: The California Statewide Study of People Experiencing Homelessness." *Benioff Homelessness and Housing Initiative, University of California San Francisco* (June 2023).

On September 10, 2024, City Council was presented with the first Annual Report on Homelessness. At this meeting, staff highlighted the financial concerns at Live Violence Free (LVF) and Tahoe Coalition for the Homeless (TCH).

Tahoe Coalition for the Homeless is eligible for various grants but the funding typically is capped only for capital projects and services, leaving no amount available for operations unless you directly work with clients. Most of the funds TCH receives is for rehabilitation of projects which are hard and soft capital costs or client-based services through CalAIM.

Many grants only allow for less than 10% for indirect costs (operating) which include accounting, executive staff, and grant oversight. TCH and LVF actually use about 15-20% in indirect costs for each grant, leaving a gap between operations costs and grants received. Both organizations have small operating reserves which can be challenging since most grants are on a reimbursement basis. Reimbursement based grants have a significant lag time due to review of grant documentation and processing to send checks for reimbursement.

On November 19, 2024, City Council was presented with a Staff Report on the Pay for Success model to help bridge the gap in funding for operational costs for these two local organizations. Councilmember Robbins made the motion, seconded by Councilmember Wallace, to direct staff to develop contracts with Tahoe Coalition for the Homeless and Live Violence Free, based on the Pay for Success model in an amount not to exceed $40,000 for each agency.

On February 25, 2025, City Council was presented with the Pay for Success Agreements with Live Violence Free and Tahoe Coalition for the Homeless. Councilmember Bass made the motion, seconded by Councilmember Jinkens executing the Agreement and the Budget Appropriation for Live Violence Free. There was direction to bring back the Pay for Success Agreement with Tahoe Coalition for the Homeless after the May 6, 2025 City Council discussion on the Emergency Shelter and Warm Room.

Issue and Discussion: Pay for Success (PFS) is a model that advances solutions to nuanced issues, such as homelessness while generating successful outcomes for families, individuals, and communities. PFS works when a government entity enters into a contract to pay for concrete, measurable outcomes once they are achieved for specific people or communities in need. This model only pays the contract if interventions actually achieve the outcomes agreed upon in advance.

This model is innovative in its approach to include data integration, performance management, building evidence, person-centered programming, and a focus on outcomes. This program will include measurable outcomes that improve clients housing stability, health, and social service utilization that includes the level of savings for local government.

The outcomes are listed in Exhibit A “Scope of Services” in the Pay for Success agreement with Tahoe Coalition for the Homeless.

Staff recommends that the City Council approve the Resolution (Attachment 3) authorizing the budget appropriation of $40,000 for the Pay for Success Agreement and that the City Council authorize the Mayor to sign the Pay for Success Agreement with Tahoe Coalition for the Homeless in an amount not to exceed $40,000 until September 30, 2026.

Financial Implications: It is anticipated that in addition to the cost of the contracts, additional financial resources to cover associated staff time, will be required. Staff is recommending $40,000 in General Fund Undesignated Excess Reserves be used to pay for Live Violence Free and Tahoe Coalition’s Pay for Success Agreements.

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The following adopted policies and programs are applicable to this discussion:

<u>City of South Lake Tahoe Strategic Plan</u>

Action Item 1.10 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

<u>City General Plan Housing Element</u>

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 4-2 The City shall work with surrounding jurisdictions to address the causes of homelessness and the needs of transient homeless persons on a regional basis. The City shall support TCH and El Dorado County Community Services and in its countywide programs address the needs of homeless persons.

CITY OF SOUTH LAKE TAHOE

PAY FOR SUCCESS AGREEMENT

This Agreement is made and entered into as of the 9th day of September, 2025 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Tahoe Coalition for the Homeless**, a California nonprofit corporation ("Service Provider").

RECITALS

A. Service Provider is specially trained, experienced, and competent to perform the services which will be required by this Agreement. In its role as part of El Dorado County's Continuum of Care (CoC), Service Provider coordinates permanent housing programs, shelter and transitional housing, rapid rehousing programs, and supportive services citywide.

B. Service Provider possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein. The City of South Lake Tahoe seeks to leverage Service Provider's resources and expertise to respond to the need for interim and permanent housing services, and work towards reducing and ending homelessness in South Lake Tahoe.

C. City desires to compensate Service Provider for providing a certain level of service within the City of South Lake Tahoe as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Service Provider 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.

   All services provided by Service Provider 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.

2. Term/Time of Performance. The services by Service Provider are to commence upon the execution of the Agreement and continue for one year.

3. Compensation. The Maximum of the payments can be made by the City pursuant to this contract is $40,000, subject to the provisions of this contract.

   All of the payments under this contract are contingent on the achievement of specific outcomes as further defined and provided in this contract (Exhibit A).

4. Method of Payment. Service Provider shall submit outcome-based payments in an amount not to exceed $40,000 to City with the outcomes. Service Provider's bills shall include a narrative of the services performed and the number of service users assisted in accordance with the Scope of Services. City shall pay Service Provider no later than 30 days after approval of the invoice by City staff.

   Tahoe Coalition for the Homeless shall submit a Quarterly Progress Report to the City by the 15th day of each Quarter. The Quarterly Progress Report template is included in Exhibit C and the Disbursement Request form is included under Exhibit D.

5. Termination. This Agreement may be terminated by City or Service Provider immediately for cause or without cause upon thirty (30) days written notice of termination. Upon termination, Service Provider shall be entitled to compensation for services performed up to the effective date of termination.

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

6. Service Provider's Books and Records.

   a. Service Provider 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 Service Provider for services provided pursuant to this Agreement.

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

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

   d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Service Provider'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 Service Provider, Service Provider's representatives, or Service Provider's successor-in-interest.

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

   City is not required to make any deductions or withholdings from the compensation payable to Service Provider under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Service Provider's assigned personnel. Any third party persons employed by Service Provider shall be entirely and exclusively under the direction, supervision, and control of Service Provider. Service Provider 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.

8. Interest of Service Provider. Service Provider (and principals, associates and professional employees of Service Provider) 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 Service Provider's services hereunder. Service Provider 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.

   Service Provider is not a designated employee within the meaning of the Political Reform Act because Service Provider possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

9. Professional Ability of Service Provider. City has relied upon the professional training and ability of Service Provider to perform the services hereunder as a material inducement to enter into this Agreement. Service Provider shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Service Provider 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 Service Provider's field of expertise.

10. Compliance with Laws. Service Provider shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Service Provider 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 Service Provider to comply with this section.

11. Licenses. Service Provider represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Service Provider to practice its profession. Service Provider represents and warrants to City that Service Provider 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 Service Provider to practice its profession. Service Provider shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Service Provider acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

12. Indemnity. Service Provider 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 Service Provider'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. Service Provider agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Service Provider's negligent acts, errors, omissions, regarding this Agreement, the Service Provider's work under this Agreement, or the Service Provider's Scope of Work.

City does not, and shall not, waive any rights against Service Provider which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Service Provider, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Service Provider shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Service Provider 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.

Service Provider 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 Service Provider's work under this Agreement.

13. Insurance Requirements.

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

i. Workers' Compensation Coverage. Service Provider 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, Service Provider 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. Service Provider 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 Service Provider for City.

ii. Commercial General Liability Coverage. Service Provider 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 Service Provider. 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. Service Provider shall maintain automobile liability insurance covering bodily injury and property

damage for all activities of the Service Provider 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.

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 Service Provider'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 Service Provider, 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 Service Provider.
   iv. The insurer waives all rights of subrogation against City except for Service Provider'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 Service Provider 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 Service Provider shall be responsible for all deductibles in all of Service Provider'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. Service Provider shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Service Provider 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 Service Provider allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

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

If to City: Housing Manager
City of South Lake Tahoe
1052 Tata Ln.
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 Service Provider: Executive Director
Tahoe Coalition for the Homeless
1137 Emerald Bay Rd.
South Lake Tahoe, CA 96150

15. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Service Provider. Assignments of any or all rights, duties or obligations of the Service Provider under this Agreement will be permitted only with the express consent of City. Service Provider 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, Service Provider shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

19. Prohibited Interests. Service Provider maintains and warrants that it has not employed nor retained any Service Provider or person, other than the independent Service Providers hired in accordance with Service Provider's standard business practice, to solicit or secure this Agreement. Further, Service Provider warrants that it has not paid nor has it agreed to pay any Service Provider or person, other than a bona fide employee working solely for Service Provider or an independent Service Provider 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.

20. Equal Opportunity Employment. Service Provider 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. Service Provider 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.

21. Drug-Free Workplace Certification. By signing this Agreement, Service Provider hereby certifies under penalty of perjury under the laws of the State of California that the Service Provider will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

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

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

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

   i. Will receive a copy of the Service Provider's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Service Provider'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 Service Provider may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Service Provider (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

22. Anti-Lobbying Certification. Service Provider shall submit to City the Anti-Lobbying Certification contained in **Exhibit B**. Further, Service Provider shall require that the language of the certification in **Exhibit B** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Service Providers and Service Providers shall certify and disclose accordingly.

23. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Service Provider 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.

24. Americans with Disabilities Act. By signing this Agreement, Service Provider 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. No Third Party Beneficiaries. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties to this Agreement.

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

27. 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.

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

29. 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.

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

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

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

CITY OF SOUTH LAKE TAHOE:
By_____
Tamara Wallace, Mayor

TAHOE COALITION FOR THE HOMELESS:
By _____
Kimberly Peterson, Executive Director

Business License # _____

APPROVED AS TO FORM:
By_____
Heather Stroud, City Attorney

ATTEST:
By_____
Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B -- Anti-Lobbying Certification
Exhibit C -- Quarterly Progress Report Template
Exhibit D – Disbursement Request Form

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

To: Jessica Wackenhut Lomeli
Housing Manager
City of South Lake Tahoe
1052 Tata Lane, South Lake Tahoe, CA
Office: 530-542-6025

From: Kimberly Peterson
Executive Director
Tahoe Coalition for the Homeless
Kimberly@tahoehomeless.org
1137 Emerald Bay Road
South Lake Tahoe, CA 96150

Date: February 4, 2025

Re: Scope of Work for Pay for Success

About Tahoe Coalition for the Homeless
Tahoe Coalition for the Homeless (TCH) is a partner with our community to house, shelter, and support our neighbors experiencing or at risk of homelessness to foster their independence. Tahoe Coalition for the Homeless provides a range of supportive services to unhoused persons experiencing or at-risk of homelessness, in the South Lake Tahoe area and across El Dorado County.

Scope of Work
The following outlines the tasks that Tahoe Coalition for the Homeless will complete to help administer the Pay for Success program with the City of South Lake Tahoe.

Tahoe Coalition for the Homeless' Pay for Success program is a twelve-month intervention plan addressing basic needs, housing placement, trauma therapy, and community stabilization. TCH strives to prevent and end homelessness in El Dorado County by assisting individuals and families with seeking and securing affordable housing, providing a fourteen-bed shelter, and assistance during critical transition periods, and more.

The services provided by TCH will 1) conduct an intake process that is recorded through the Coordinated Entry System; 2) Provide client wrap-around services to ensure a Housing Plan is developed and any other supportive services are provided; 3) Formulate, execute, and monitor the effectiveness of the program. This program provides housing placement and retainment through evidence-based interventions and practices in case management and the resulting plan.

Tahoe Coalition for the Homeless shall provide the above mentioned services to persons within the City of South Lake Tahoe, at a minimum of:

-180 Vulnerability Assessments per year (average of 15 per month)

- 100 referrals per year from City of South Lake Tahoe Departments (Police, Fire, Development Services, etc.)

-12 households per year to be placed in permanent housing

-60 households to remain in housing after one year of placement

-25 exits per year from TCH programs/services due to sustainability of housing

Program Budget (January 1, 2025 — December 31, 2025)

Total Program Budget = $40,000

EXHIBIT B

ANTI-LOBBYING CERTIFICATION

Service Provider 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.

Tahoe Coalition for the Homeless:

By:_____

EXHIBIT C

Quarterly Progress Report Template

Pay for Success – Quarterly Progress Report

Quarterly reports are required for all Pay for Success contracts regardless of whether outcomes were achieved. Information obtained in the reports will be used to evaluate progress in meeting Pay for Success contractual obligations.

City staff will use the quarterly reports as a tool to evaluate the program's effectiveness in providing services to low- and moderate-income persons and households and to ensure that the program is being carried out consistent with the contract.

Reports are due fifteen (15) days after the end of each quarter. Reports must be current in order for the City to release payment under the Pay for Success contract.

Name of Organization: _____Project Name: _____

Reporting Period: _____ Submission Date: _____

Prepared By: _____

☐ By checking this box, I hereby certify that this information is true and accurate to the best of my knowledge.

Report Period:

☐ First Quarter ☐ Third Quarter

☐ Second Quarter ☐ Fourth Quarter

I. Project Status Report

1. ***Brief summary of project progress and number of beneficiaries:***

2. ***If no/little progress to report, explain the circumstances and challenges:***

3. ***If no/little progress to report, outline plans, steps, and strategies to address the issues:***

4. ***Is there any other information to share regarding current efforts to reduce housing instability and homelessness in the community?***

EXHIBIT D

Disbursement Request Form

Pay for Success - Reimbursement Form

City of South Lake Tahoe - Development Services Department

Recipient:	
Contact Person:	
Contact Information:	
Date:	
Reporting Period:	

Current Outcomes	**Total Annual Outcomes**	**Grant Award Total**	**Disbursement Request**	**Remaining Balance**
	Intakes per month (Annual)	$40,000		$40,000
	Referrals from City of South Lake Tahoe Departments (Annual)			
	Individuals placed in housing (Annual)			
	Number of individuals remaining in housing (Annual)			
	Exits from programs/services (Annual)			
TOTAL		$0	**0**	**$0**

Recipient Authoized Signature:	**Date:**	**Title:**

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Authorizing $40,000 Budget Appropriations from General Fund Undesignated Excess Reserves for the Pay for Success Agreement with Tahoe Coalition for the Homeless

BACKGROUND

A. Homelessness is a nuanced issue, driven in large part by shortfalls in housing supply and affordable housing throughout the region and the state of California
B. The number of unsheltered individuals and families in El Dorado County has decreased by 69% while people utilizing emergency shelter and transitional housing increased, since 2021.
C. Responding to homelessness contains nuanced approaches making the coordination of a strategic approach challenging but facilitates better outcomes.
D. On September 10, 2024, City Council was presented with the first Annual Report on Homelessness. At this meeting, staff highlighted the financial concerns at Live Violence Free (LVF) and Tahoe Coalition for the Homeless (TCH).
E. Pay for Success (PFS) is a model that advances solutions to nuanced issues, such as homelessness while generating successful outcomes for families, individuals, and communities.
F. On November 19, 2024, City Council was presented with a Staff Report on the Pay for Success model to help bridge the gap in funding for operational costs for these two local organizations. Councilmember Robbins made the motion, seconded by Councilmember Wallace, to direct staff to develop contracts with Tahoe Coalition for the Homeless and Live Violence Free, based on the Pay for Success model, in an amount not to exceed $40,000 for each agency.
G. On February 25, 2025, City Council was presented with the Pay for Success Agreements with Live Violence Free and Tahoe Coalition for the Homeless. Councilmember Bass made the motion, seconded by Councilmember Jinkens executing the Agreement and the Budget Appropriation for Live Violence Free. There was direction to bring back the Pay for Success Agreement with Tahoe Coalition for the Homeless following the City Council discussion on the Emergency Shelter and Warm Room.

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

1. Authorizes the appropriation of funds into the fiscal year 2024/2025 budget as follows:
   From General Fund Undesignated Excess Reserve: $40,000

Transfer in Workforce Housing 250-06024-36300: $40,000
Workforce Housing/Contract services: 42025 $40,000

Adopted by the City of South Lake Tahoe City Council on September 9, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 31

Agenda Item: Extension of City Manager Employment Agreement

Executive Summary: City Manager Joseph Irvin recently informed City Council that his employment agreement is set to expire on April 14, 2026, and indicated that he would like to extend his contract. City Council considered the proposed amendments to the contract in closed session on August 26, 2025, and directed the City Attorney to bring the contract back for approval at this meeting. The amended and restated employment agreement extends the term of the City Manager's contract for an additional six years, until April 14, 2032, removes several outdated provisions, and modifies the performance evaluation provisions to require performance evaluations once a year instead of every six months.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Amended and Restated City Manager Employment Agreement with Joseph D. Irvin, extending the term of his employment for an additional six years, until April 14, 2032.

Responsible Staff Member: Heather Stroud, City Attorney

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

Attachments:

- Staff Report - City Manager Contract Extension.docx
- 02 - Resolution - City Manager Contract Extension.docx
- 03 - Amended and Restated City Manager Employment Agreement (Exh. A to Reso).docx
- 04 - Redline Showing Changes to Employment Agreement.pdf

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

Meeting Date: September 9, 2025

Title: Extension of City Manager Employment Agreement

Location: Citywide

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Background: City Manager Joseph Irvin recently informed the City Council that his employment agreement is set to expire on April 14, 2026, and indicated that he would like to extend his contract. The City Council considered the proposed amendments to his employment agreement in closed session on August 26, 2025, and directed the City Attorney to bring the agreement back for approval at this meeting.

Issue and Discussion: Mr. Irvin began his employment with the City on May 4, 2020, with a five-year term, later amended to a six-year term, in an amended and restated employment agreement dated May 18, 2021. The City Manager's current term ends on April 14, 2026, and the proposed amended and restated employment agreement extends that term for an additional six years, until April 14, 2032. The only other changes to the agreement are to remove Section 3.8 (Relocation Expense Reimbursement) and Section 3.9 (Mentor Services), which have become outdated. Additionally, Section 6 is amended to require annual performance evaluations instead of twice annually. No changes to salary or benefits are made.

Financial Implications: The City Manager's base compensation of $222,397 per year remains unchanged. Under the currently applicable employment agreement, beginning on October 1, 2024, and every year thereafter, this base salary is automatically adjusted annually for cost of living based on the lower of: (1) the San Francisco-Oakland-Hayward Urban All Items annual index as of the end of the month of April for that calendar year, or (2) any salary increase provided to unrepresented employees. On October 1, 2024, the City Manager received an 3.8 percent increase, and on October 1, 2025, he will receive an 1.3 percent increase consistent with this provision.

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

Policy Implications: Extending the City Manager's contract would engender stability and facilitate the achievement of City Council's policy goals.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

September 9, 2025

Amendment to City Manager Employment Agreement

BACKGROUND

A. City Manager Joseph Irvin began his employment with the City on May 4, 2020, with an employment agreement having a five-year term.

B. In an amended and restated agreement dated May 18, 2021, the term was increased to six years, ending on April 14, 2026.

C. Additional amendments were made regarding compensation and benefits in an amended and restated agreement dated September 26, 2023.

D. As required by his employment agreement, the City Manager recently informed City Council that his employment agreement is set to expire on April 14, 2026, and indicated that he would like to extend his contract.

E. City Council considered the proposed amendments to the City Manager's employment agreement in closed session on August 26, 2025, and directed the City Attorney to bring the agreement back for approval at this meeting.

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

Authorizes and directs the Mayor to execute the Amended and Restated City Manager Employment Agreement, which is attached hereto as Exhibit "A."

Adopted by the City of South Lake Tahoe City Council on September 9, 2025, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Tamara Wallace, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

AMENDED AND RESTATED
CITY MANAGER EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("AGREEMENT") is made and entered into this 9th day of September, 2025 by and between the City of South Lake Tahoe (the "CITY"), a California municipal agency, and Joseph D. Irvin ("IRVIN"), an individual. The CITY and IRVIN are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The CITY desires to employ the services of IRVIN as its City Manager to carry out the duties and responsibilities of City Manager, as provided for by the South Lake Tahoe City Code, in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

B. IRVIN desires to accept employment as City Manager in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

C. IRVIN represents that he is fully qualified and available to carry out the City Manager services necessary to complete the work in a timely and competent manner; and

D. The CITY has determined that it is beneficial to hire IRVIN by virtue of his relevant qualifications and experience.

E. The original Employment Agreement became effective on April 14, 2020, and IRVIN commenced the performance of his duties as City Manager on May 4, 2020.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. IRVIN accepts employment with the CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 of this AGREEMENT and Chapter 2.10 of the South Lake Tahoe City Code. IRVIN shall provide executive management services to and on behalf of the CITY, as directed by the City Council of the City of South Lake Tahoe ("City Council") and as set forth under law, including, but not limited to, the South Lake Tahoe City Code, as they presently exist or as they may be changed from time to time in the future.

1.2 Term. This AGREEMENT shall end upon the earlier of: (i) April 14, 2032; or (ii) upon termination of the AGREEMENT by either IRVIN or the CITY as provided in Section 4 of this AGREEMENT. Unless earlier terminated as provided in Section 4, IRVIN shall provide notification and reminder to the City Council of the anticipated termination of the AGREEMENT on April 14, 2032, on or before October 14, 2031.

1.3 At-Will. IRVIN acknowledges that he will be an at-will, exempt employee of the CITY, and that he shall serve at the pleasure of the City Council. Nothing in this AGREEMENT is intended to, or does, confer upon IRVIN any right to any property interest in continued employment, or any due process rights, including but not limited to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 or Section 4 of this AGREEMENT. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of the CITY to terminate the services of IRVIN, as provided in Section 1.2 and Section 4. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of IRVIN to resign at any time from this position with the CITY, subject only to the provisions set forth in Section 1.2 and Section 4.

1.4 Duties. IRVIN shall serve as City Manager and shall be for the term of this AGREEMENT vested with the powers, duties and responsibilities of the City Manager as set forth in relevant provisions of the South Lake Tahoe City Code, as amended from time to time, and ordinances and resolutions of the City Council, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. It is the intent of the City Council for the City Manager to function as the chief executive officer of the CITY. IRVIN shall be responsible for the efficient administration of all the affairs of the CITY which are under his control and perform his obligations and responsibilities diligently within the time parameters specified by the City Council, applying a high degree of professionalism, ethics, integrity and good workmanship to every aspect of his obligations. Without additional compensation, IRVIN shall provide such other services as are customary and appropriate to the position of City Manager. IRVIN shall devote his best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. IRVIN shall perform all duties that may arise under this AGREEMENT to the best of his ability in accordance with the highest professional and ethical standards of the profession, including, but not limited to, devoting full-time attention to those duties as necessary to meet the goals and objectives of the City Council as established according to the terms of this AGREEMENT. The Parties anticipate that IRVIN will work during regular business hours of the CITY and hours outside of regular business hours, including, but not limited to attendance at regular and special City Council meetings, and attendance at such community events and CITY functions as the City Council may direct.

Toward that end, IRVIN shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business. Provided the City Council is at any time dissatisfied with the City Manager's schedule, the City Council has the authority to establish a different work schedule which shall be binding on the City Manager.

The position of the City Manager is an exempt position pursuant to the Fair Labor Standards Act and any other relevant provisions of federal or State law.

1.6 Other Activities. During the period of his employment, IRVIN shall not accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict of interest with the CITY, or that otherwise might interfere

with the business or operation of the CITY or the satisfactory performance of IRVIN's duties as the City Manager. During the period of his employment, IRVIN shall not accept any other employment or serve as a consultant or independent contractor for any other public or private organization or entity without the prior written consent of the City Council.

1.7 Reimbursement. The CITY shall reimburse IRVIN for reasonable and necessary travel and other business expenses incurred by IRVIN in the performance of his duties. All reimbursements, other than those specifically identified in the AGREEMENT, shall be subject to and in accordance with California law and applicable CITY reimbursement policies.

2. <u>Compensation</u>.

2.1 In consideration for IRVIN's performance of the City Manager duties and obligations as set forth in this AGREEMENT, the CITY agrees effective October 1, 2023, to pay IRVIN an annual base salary of $222,397 ("BASE SALARY"), payable in installments at the same time as other management employees of the CITY and in accordance with law and established CITY procedure. This increase reflects implementation of the CITY classification and compensation study, including market adjustment with to avoid compaction between the City Manager classification and Director classifications, as well as a 4.2 percent cost of living increase consistent with the increase provided to unrepresented employees.

2.2 Thereafter, beginning October 1, 2024, IRVIN's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items annual index as of the month of April for that calendar year or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, IRVIN's BASE SALARY shall be reviewed annually by City Council for consideration of a discretionary, performance-based increase, at the sole discretion of the City Council. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

2.3 Deferred Compensation. Subjected to any requirements stated in applicable CITY's deferred compensation documents and CITY's resolutions, policies and procedures, CITY agrees to make a $19,000 annual contribution toward IRVIN's deferred compensation (401(a)) account established with the CITY.

3. <u>Benefits</u>.

3.1 General Benefits. Except as modified by this AGREEMENT, IRVIN shall be entitled to the benefits authorized by the City Council for unrepresented employees/appointees as set forth in the following sections of Resolution No. 2020-94 (Exhibit 1), Resolution No. 2017-64 (Exhibit 2) and subject to any amendments to or repeal of these resolutions.

- Resolution No. 2020-94, Section 1(b) (457 Matching Contribution): City Manager is eligible to receive up to $3,500 per year in the non-PERSable 457 matching contribution benefit to his 457 investment account on a dollar-for-dollar basis upon the execution of this AGREEMENT. This amount will be adjusted if Resolution No. 2020-94 is modified by City Council to increase this benefit for

unrepresented employees.

- Resolution No. 2020-94, Section 1(e)-(f) (Medical Plan): City Manager will be afforded the opportunity to participate in the CITY's Medical Plan Blue Shield High Deductible Plan, and if IRVIN participates in this plan, CITY will pay 100 percent of the premium, as well as annual City contributions to IRVIN's Health Savings Account in the amount of $2,300 for IRVIN only or $4,200 for IRVIN and family. Alternatively, IRVIN may elect to buy-up to Blue Shield PPO 500 at his own expense, or be eligible to opt-out of the City's medical plan with evidence of medical coverage provided elsewhere and receive on a pay period basis an "opt out" non-PERSable payment of $3000 per year for IRVIN only or $4000 per year for IRVIN and family. CITY will make available dental and vision coverage for IRVIN and family. The cost of the CITY's medical, dental and vision plans may change from time to time and IRVIN's and CITY's benefit contributions will be adjusted accordingly to continue to offer the same benefits, at the same cost, as those offered to unrepresented employees.

- Resolution No. 2017-64, Section 10 (Paid Time-off): paid time off shall accrue at the executive management team rate.

- Resolution No. 2017-64, Section 11 (Other Benefits): Management Incentive/Education Pay; Tuition Reimbursement and Bi-Lingual Pay; Standard Holidays, Mileage and Business Reimbursements as provided to other administrative employees.

3.2 Administrative Leave. In accordance with the CITY policy on administrative leave for employees exempt from overtime pay, dated June 27, 1991, and as may be amended or repealed, IRVIN shall accrue 100 hours of administrative leave per year.

3.3 Vehicle Allowance. For travel within El Dorado County, IRVIN shall receive a vehicle allowance of $250 per month to maintain and operate his personal vehicle. For travel outside El Dorado County, IRVIN shall be reimbursed at the per-mile rate established by the City Council for all the other CITY administrative employees. At the sole discretion of the City Council, the monthly vehicle allowance for travel within El Dorado County shall be reviewed by City Council periodically, if necessary, for consideration of increase.

3.4 Dues and Subscriptions. The CITY agrees to pay for reasonably necessary professional dues and subscriptions for IRVIN's continuation and full participation in national, regional, state and local associations and organizations that enhance his professional development and benefit the CITY, as City Manager. These organizations shall include, but not limited to, the International City/County Management Association (ICMA) and any California City Manager Associations.

3.5 Professional Development Opportunities. The CITY agrees to pay for reasonably necessary travel and subsistence expenses for IRVIN's professional and official travel, meetings,

and occasions, such as International City/County Management Association (ICMA) Conferences, any California City Manager Associations' Conferences and League of California Cities Conferences, to continue his professional development as City Manager and to adequately pursue reasonably necessary official functions for the CITY.

3.6 Bonding. The CITY shall bear the full cost of bonding of any fidelity or other bonds required of the City Manager under any applicable law, regulations and/or ordinance.

3.7 Retirement Benefits. The CITY shall enroll IRVIN in CalPERS after IRVIN starts his employment with the CITY, subjected to the terms and conditions required by CalPERS and applicable CITY policies.

3.8 No Reduction in Benefits. The CITY agrees, at any time during the term of the AGREEMENT, not to reduce the BASE SALARY, compensation and any other benefit included under this AGREEMENT, except to the degree that such a reduction occurs across the board for all the unrepresented employees/appointees on the executive management team of the CITY.

4. <u>Separation</u>.

4.1 Resignation. IRVIN may resign at any time and agrees to give the CITY a minimum of sixty (60) days advance written notice of the effective date of the resignation unless the Parties otherwise agree in writing. The City Council shall have the option, in its discretion, to make IRVIN's termination effective at any time prior to the end of such period, provided the CITY pays IRVIN all compensation as set forth in Section 2.1 then due through the last day actually worked.

4.2 Retirement. Notwithstanding the notice requirement set forth in Section 4.1, if IRVIN retires from full time public service with the CITY, IRVIN shall provide the CITY with a minimum of four (4) months' advance notice. IRVIN's retirement date will be mutually established.

4.3 Termination. For purpose of this AGREEMENT, termination shall occur when:

1 **By Expiration of the Term.** The term of the AGREEMENT as set forth in Section 1 ends – *i.e.*, on April 14, 2032.

2 **By City**. This AGREEMENT may be terminated by the CITY for any reason if the majority of the City Council votes to terminate the AGREEMENT at a properly noticed and duly authorized meeting. This subsection is subject to the limitations set forth in the City of South Lake Tahoe Municipal Code Section 2.10.030.

4.4 Separation Obligations. IRVIN agrees that all property, including but not limited to all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to the CITY and shall be returned promptly to the CITY upon employment separation. IRVIN's obligations under this subsection shall survive his employment separation and the termination of this AGREEMENT.

5. <u>Severance</u>.

5.1 If the AGREEMENT is terminated by the CITY without cause, the CITY agrees to provide a severance equal to the lesser of the number of months remaining on the AGREEMENT, or six (6) times his then current monthly BASE SALARY.

5.2 The severance pay provisions of Section 5.1 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Any severance shall be paid in a lump sum or in equal amounts distributed over the usual pay schedule, as mutually agreed by the CITY and IRVIN. An election to receive severance pay distributed over the usual pay schedule does not extend the period of employment beyond the CITY-established termination date.

5.3 If IRVIN is unable to perform the requisite duties expected under this AGREEMENT because of sickness, accident, mental incapacity, or health with reasonable accommodation, for a period of one month following exhaustion of accumulated sick leave, then the CITY shall have the option to terminate this AGREEMENT and, notwithstanding the provisions of Section 5.1 above, IRVIN shall not be entitled to severance. If IRVIN is terminated because of permanent disability, IRVIN shall be compensated in a lump sum for any accrued vacation or other benefits to the extent such compensation is required by law.

5.4 Notwithstanding Section 5.1 above, the CITY shall not be obligated to pay any compensation, benefits, or severance under the provisions of this AGREEMENT if IRVIN is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest. During the proceedings which may be necessary for the CITY to confirm the cause for termination hereunder, the CITY may place IRVIN on paid administrative leave.

5.5 Pursuant to Government Code Section 53243.3, all of the following requirements apply:

1 If this AGREEMENT is terminated, any cash settlement related to the termination that IRVIN may receive from the CITY shall be fully reimbursed to the CITY if IRVIN is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

2 If any express or implied provision of this AGREEMENT, the South Lake Tahoe City Code, or any policy or practice of the CITY provide paid leave salary to IRVIN pending an investigation, this paid leave salary shall be fully reimbursed by IRVIN to the CITY if IRVIN is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

3 If any express or implied provision of this AGREEMENT, the South Lake Tahoe City Code, or any policy or practice of the CITY provide for payment of funds for the legal criminal defense of IRVIN, the funds paid for his legal defense shall be fully reimbursed by IRVIN to the CITY if IRVIN is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.

6. <u>Performance Evaluations</u>.

The City Council shall review and evaluate the performance of IRVIN annually. No later than the end of April each year following IRVIN's commencement of employment, IRVIN's performance shall include eligibility for any discretionary, performance-based increase to his then BASE SALARY. The City Council and IRVIN shall annually develop mutually agreed upon performance goals and criteria which the City Council shall use in reviewing IRVIN's performance in the following year. IRVIN could be eligible for a performance bonus based on City Council's determination that IRVIN had significantly exceeded the mutually established and quantifiable objectives. Payment of this bonus in any ear is at the sole discretion of the City Council and must be in the best interest of the CITY at the time it is made.

7. <u>Proprietary Information</u>.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of the CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of the CITY in the course of his employment or otherwise produced or acquired by or on behalf of the CITY. All Proprietary Information not generally known outside of the CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by the CITY, IRVIN shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this AGREEMENT. Following termination, IRVIN shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of the CITY. IRVIN's obligations under this Section shall survive the termination of his employment and the expiration of this AGREEMENT.

8. <u>Conflict Of Interest</u>.

IRVIN represents and warrants to the CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his duties under this AGREEMENT.

9. <u>General Provisions</u>.

9.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this AGREEMENT as if set forth in the Operative Provisions.

9.2 Vehicle Operation. IRVIN shall operate any vehicle used in connection with the

performance of his duties as City Manager in a safe manner and otherwise in observance of all established CITY vehicle operation rules and policies, traffic safety laws and other applicable State laws and shall maintain a valid California automobile's driver's license during the period of employment.

9.3 Notices. All notices, requests, demands and other communications under this AGREEMENT shall be in writing and shall be effective upon delivery by hand or email three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the CITY at the address below, and/or at the last known address maintained in IRVIN's personnel file. IRVIN agrees to notify the CITY in writing of any change in his address during his employment with the CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attn: Mayor and City Council

City Manager's Address:
Joseph D. Irvin
[Deliver to last updated address in personnel file]

9.4 Indemnification. Subject to, in accordance with, and to the extent provided by the Government Claims Act [Government Code Section 810 *et seq.*], the CITY will indemnify, defend, and hold IRVIN harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during IRVIN's tenure as City Manager while IRVIN was performing his duties as City Manager.

9.5 Integration. This AGREEMENT is intended to be the final, complete, and exclusive statement of the terms of IRVIN's employment by the CITY. This AGREEMENT supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of IRVIN, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the CITY, now or in the future, apply to IRVIN and are inconsistent with the terms of this AGREEMENT, the provisions of this AGREEMENT shall control.

9.6 Amendments. This AGREEMENT may not be amended except in a written document signed by IRVIN, approved by the City Council and signed by the Mayor.

9.7 Waiver. Failure to exercise any right under this AGREEMENT shall not constitute a waiver of such right.

9.8 Assignment. IRVIN shall not assign any rights or obligations under this AGREEMENT. The CITY may, upon prior written notice to IRVIN, assign its rights and obligations hereunder.

9.9 Severability. If a court or arbitrator holds any provision of this AGREEMENT to be invalid, unenforceable, or void, the remainder of this AGREEMENT shall remain in full force and effect.

9.10 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in El Dorado County, California.

9.11 Interpretation. This AGREEMENT shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this AGREEMENT shall not be construed in favor of the Party receiving a benefit, nor against the Party responsible for any particular language in this AGREEMENT. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the Parties to this AGREEMENT and by no other means. Each Party waives their future right to claim, contest or assert that this AGREEMENT was modified, cancelled superseded or changed by any oral AGREEMENT, course of conduct, waiver or estoppel.

9.12 Acknowledgment. IRVIN acknowledges that he has had the opportunity to consult legal counsel in regard to this AGREEMENT, that he has read and understands this AGREEMENT, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this AGREEMENT.

IN WITNESS WHISEOF, the CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and IRVIN has signed and executed this AGREEMENT effective as of the date set forth above.

CITY MANAGER

_____
Joseph D. Irvin

CITY OF SOUTH LAKE TAHOE

_____
Tamara Wallace, Mayor

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

AMENDED AND RESTATED
CITY MANAGER EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("AGREEMENT") is made and entered into this ~~26th~~ 9th day of September, ~~2023~~ 2025 by and between the City of South Lake Tahoe (the "CITY"), a California municipal agency, and Joseph D. Irvin ("IRVIN"), an individual. The CITY and IRVIN are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The CITY desires to employ the services of IRVIN as its City Manager to carry out the duties and responsibilities of City Manager, as provided for by the South Lake Tahoe City Code, in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

B. IRVIN desires to accept employment as City Manager in exchange for the consideration discussed in and subject to the terms, conditions, and benefits set forth in this AGREEMENT; and

C. IRVIN represents that he is fully qualified and available to carry out the City Manager services necessary to complete the work in a timely and competent manner; and

D. The CITY has determined that it is beneficial to hire IRVIN by virtue of his relevant qualifications and experience.

E. The original Employment Agreement became effective on April 14, 2020, and IRVIN commenced the performance of his duties as City Manager on May 4, 2020.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. IRVIN accepts employment with the CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 of this AGREEMENT and Chapter 2.10 of the South Lake Tahoe City Code. IRVIN shall provide executive management services to and on behalf of the CITY, as directed by the City Council of the City of South Lake Tahoe ("City Council") and as set forth under law, including, but not limited to, the South Lake Tahoe City Code, as they presently exist or as they may be changed from time to time in the future.

1.2 Term. This AGREEMENT shall end upon the earlier of: (i) April 14, ~~2026~~2032; or (ii) upon termination of the AGREEMENT by either IRVIN or the CITY as provided in Section 4 of this AGREEMENT. Unless earlier terminated as provided in Section 4, IRVIN shall provide notification and reminder to the City Council of the anticipated termination of the AGREEMENT on April 14, ~~2026~~2032, on or before October 14, ~~2025~~2031.

1.3 At-Will. IRVIN acknowledges that he will be an at-will, exempt employee of the CITY, and that he shall serve at the pleasure of the City Council. Nothing in this AGREEMENT is intended to, or does, confer upon IRVIN any right to any property interest in continued employment, or any due process rights, including but not limited to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 or Section 4 of this AGREEMENT. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of the CITY to terminate the services of IRVIN, as provided in Section 1.2 and Section 4. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of IRVIN to resign at any time from this position with the CITY, subject only to the provisions set forth in Section 1.2 and Section 4.

1.4 Duties. IRVIN shall serve as City Manager and shall be for the term of this AGREEMENT vested with the powers, duties and responsibilities of the City Manager as set forth in relevant provisions of the South Lake Tahoe City Code, as amended from time to time, and ordinances and resolutions of the City Council, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. It is the intent of the City Council for the City Manager to function as the chief executive officer of the CITY. IRVIN shall be responsible for the efficient administration of all the affairs of the CITY which are under his control and perform his obligations and responsibilities diligently within the time parameters specified by the City Council, applying a high degree of professionalism, ethics, integrity and good workmanship to every aspect of his obligations. Without additional compensation, IRVIN shall provide such other services as are customary and appropriate to the position of City Manager. IRVIN shall devote his best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. IRVIN shall perform all duties that may arise under this AGREEMENT to the best of his ability in accordance with the highest professional and ethical standards of the profession, including, but not limited to, devoting full-time attention to those duties as necessary to meet the goals and objectives of the City Council as established according to the terms of this AGREEMENT. The Parties anticipate that IRVIN will work during regular business hours of the CITY and hours outside of regular business hours, including, but not limited to attendance at regular and special City Council meetings, and attendance at such community events and CITY functions as the City Council may direct.

Toward that end, IRVIN shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business. Provided the City Council is at any time dissatisfied with the City Manager's schedule, the City Council has the authority to establish a different work schedule which shall be binding on the City Manager.

The position of the City Manager is an exempt position pursuant to the Fair Labor Standards Act and any other relevant provisions of federal or State law.

1.6 Other Activities. During the period of his employment, IRVIN shall not accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict of interest with the CITY, or that otherwise might interfere

with the business or operation of the CITY or the satisfactory performance of IRVIN's duties as the City Manager. During the period of his employment, IRVIN shall not accept any other employment or serve as a consultant or independent contractor for any other public or private organization or entity without the prior written consent of the City Council.

1.7 Reimbursement. The CITY shall reimburse IRVIN for reasonable and necessary travel and other business expenses incurred by IRVIN in the performance of his duties. All reimbursements, other than those specifically identified in the AGREEMENT, shall be subject to and in accordance with California law and applicable CITY reimbursement policies.

2. Compensation.

2.1 In consideration for IRVIN's performance of the City Manager duties and obligations as set forth in this AGREEMENT, the CITY agrees effective October 1, 2023, to pay IRVIN an annual base salary of $222,397 ("BASE SALARY"), payable in installments at the same time as other management employees of the CITY and in accordance with law and established CITY procedure. This increase reflects implementation of the CITY classification and compensation study, including market adjustment with to avoid compaction between the City Manager classification and Director classifications, as well as a 4.2 percent cost of living increase consistent with the increase provided to unrepresented employees.

2.2 Thereafter, beginning October 1, 2024, IRVIN's BASE SALARY shall be automatically adjusted annually for cost of living based on the lower of the San Francisco-Oakland-Hayward Urban All Items annual index as of the month of April for that calendar year or any salary increase provided to unrepresented employees, consistent with Government Code section 3511.2. Additionally, IRVIN's BASE SALARY shall be reviewed annually by City Council for consideration of a discretionary, performance-based increase, at the sole discretion of the City Council. Any discretionary, performance-based increase shall be effective only through approval of an amendment to this AGREEMENT.

2.3 Deferred Compensation. Subjected to any requirements stated in applicable CITY's deferred compensation documents and CITY's resolutions, policies and procedures, CITY agrees to make a $19,000 annual contribution toward IRVIN's deferred compensation (401(a)) account established with the CITY.

3. Benefits.

3.1 General Benefits. Except as modified by this AGREEMENT, IRVIN shall be entitled to the benefits authorized by the City Council for unrepresented employees/appointees as set forth in the following sections of Resolution No. 2020-94 (Exhibit 1), Resolution No. 2017-64 (Exhibit 2) and subject to any amendments to or repeal of these resolutions.

- Resolution No. 2020-94, Section 1(b) (457 Matching Contribution): City Manager is eligible to receive up to $3,500 per year in the non-PERSable 457 matching contribution benefit to his 457 investment account on a dollar-for-dollar basis upon the execution of this AGREEMENT. This amount will be adjusted if Resolution No. 2020-94 is modified by City Council to increase this benefit for

unrepresented employees.

- Resolution No. 2020-94, Section 1(e)-(f) (Medical Plan): City Manager will be afforded the opportunity to participate in the CITY's Medical Plan Blue Shield High Deductible Plan, and if IRVIN participates in this plan, CITY will pay 100 percent of the premium, as well as annual City contributions to IRVIN's Health Savings Account in the amount of $2,300 for IRVIN only or $4,200 for IRVIN and family. Alternatively, IRVIN may elect to buy-up to Blue Shield PPO 500 at his own expense, or be eligible to opt-out of the City's medical plan with evidence of medical coverage provided elsewhere and receive on a pay period basis an "opt out" non-PERSable payment of $3000 per year for IRVIN only or $4000 per year for IRVIN and family. CITY will make available dental and vision coverage for IRVIN and family. The cost of the CITY's medical, dental and vision plans may change from time to time and IRVIN's and CITY's benefit contributions will be adjusted accordingly to continue to offer the same benefits, at the same cost, as those offered to unrepresented employees.

- Resolution No. 2017-64, Section 10 (Paid Time-off): paid time off shall accrue at the executive management team rate.

- Resolution No. 2017-64, Section 11 (Other Benefits): Management Incentive/Education Pay; Tuition Reimbursement and Bi-Lingual Pay; Standard Holidays, Mileage and Business Reimbursements as provided to other administrative employees.

3.2 Administrative Leave. In accordance with the CITY policy on administrative leave for employees exempt from overtime pay, dated June 27, 1991, and as may be amended or repealed, IRVIN shall accrue 100 hours of administrative leave per year.

3.3 Vehicle Allowance. For travel within El Dorado County, IRVIN shall receive a vehicle allowance of $250 per month to maintain and operate his personal vehicle. For travel outside El Dorado County, IRVIN shall be reimbursed at the per-mile rate established by the City Council for all the other CITY administrative employees. At the sole discretion of the City Council, the monthly vehicle allowance for travel within El Dorado County shall be reviewed by City Council periodically, if necessary, for consideration of increase.

3.4 Dues and Subscriptions. The CITY agrees to pay for reasonably necessary professional dues and subscriptions for IRVIN's continuation and full participation in national, regional, state and local associations and organizations that enhance his professional development and benefit the CITY, as City Manager. These organizations shall include, but not limited to, the International City/County Management Association (ICMA) and any California City Manager Associations.

3.5 Professional Development Opportunities. The CITY agrees to pay for reasonably necessary travel and subsistence expenses for IRVIN's professional and official travel, meetings,

and occasions, such as International City/County Management Association (ICMA) Conferences, any California City Manager Associations' Conferences and League of California Cities Conferences, to continue his professional development as City Manager and to adequately pursue reasonably necessary official functions for the CITY.

3.6 Bonding. The CITY shall bear the full cost of bonding of any fidelity or other bonds required of the City Manager under any applicable law, regulations and/or ordinance.

3.7 Retirement Benefits. The CITY shall enroll IRVIN in CalPERS after IRVIN starts his employment with the CITY, subjected to the terms and conditions required by CalPERS and applicable CITY policies.

~~**3.8 Relocation Expense Reimbursement.** The CITY shall reimburse IRVIN for any actual expenses associated with his family's relocation, including transportation expenses, from Healdsburg to South Lake Tahoe, not to exceed $2,500.00 in total.~~

~~**3.9 Mentor Services.** The CITY and IRVIN may mutually agree that the CITY will arrange for mentor services for IRVIN's benefit, which services shall be provided by a mutually agreeable member of the ICMA.~~

~~**3.10**~~**3.8No Reduction in Benefits.** The CITY agrees, at any time during the term of the AGREEMENT, not to reduce the BASE SALARY, compensation and any other benefit included under this AGREEMENT, except to the degree that such a reduction occurs across the board for all the unrepresented employees/appointees on the executive management team of the CITY.

4. Separation.

4.1 Resignation. IRVIN may resign at any time and agrees to give the CITY a minimum of sixty (60) days advance written notice of the effective date of the resignation unless the Parties otherwise agree in writing. The City Council shall have the option, in its discretion, to make IRVIN's termination effective at any time prior to the end of such period, provided the CITY pays IRVIN all compensation as set forth in Section 2.1 then due through the last day actually worked.

4.2 Retirement. Notwithstanding the notice requirement set forth in Section 4.1, if IRVIN retires from full time public service with the CITY, IRVIN shall provide the CITY with a minimum of four (4) months' advance notice. IRVIN's retirement date will be mutually established.

4.3 Termination. For purpose of this AGREEMENT, termination shall occur when:

1 **By Expiration of the Term.** The term of the AGREEMENT as set forth in Section 1 ends – *i.e.*, on April 14, ~~2026~~2032.

2 **By City**. This AGREEMENT may be terminated by the CITY for any reason if the majority of the City Council votes to terminate the AGREEMENT at a properly noticed and duly authorized meeting. This subsection is subject to the limitations set forth in the City of South Lake Tahoe Municipal Code Section 2.10.030.

4.4 Separation Obligations. IRVIN agrees that all property, including but not limited to all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to the CITY and shall be returned promptly to the CITY upon employment separation. IRVIN's obligations under this subsection shall survive his employment separation and the termination of this AGREEMENT.

5. <u>Severance</u>.

5.1 If the AGREEMENT is terminated by the CITY without cause, the CITY agrees to provide a severance equal to the lesser of the number of months remaining on the AGREEMENT, or six (6) times his then current monthly BASE SALARY.

5.2 The severance pay provisions of Section 5.1 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Any severance shall be paid in a lump sum or in equal amounts distributed over the usual pay schedule, as mutually agreed by the CITY and IRVIN. An election to receive severance pay distributed over the usual pay schedule does not extend the period of employment beyond the CITY-established termination date.

5.3 If IRVIN is unable to perform the requisite duties expected under this AGREEMENT because of sickness, accident, mental incapacity, or health with reasonable accommodation, for a period of one month following exhaustion of accumulated sick leave, then the CITY shall have the option to terminate this AGREEMENT and, notwithstanding the provisions of Section 5.1 above, IRVIN shall not be entitled to severance. If IRVIN is terminated because of permanent disability, IRVIN shall be compensated in a lump sum for any accrued vacation or other benefits to the extent such compensation is required by law.

5.4 Notwithstanding Section 5.1 above, the CITY shall not be obligated to pay any compensation, benefits, or severance under the provisions of this AGREEMENT if IRVIN is terminated for cause, including, without limitation, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury or Fair Political Practices Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest. During the proceedings which may be necessary for the CITY to confirm the cause for termination hereunder, the CITY may place IRVIN on paid administrative leave.

5.5 Pursuant to Government Code Section 53243.3, all of the following requirements

apply:

1 If this AGREEMENT is terminated, any cash settlement related to the termination that IRVIN may receive from the CITY shall be fully reimbursed to the CITY if IRVIN is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

2 If any express or implied provision of this AGREEMENT, the South Lake Tahoe City Code, or any policy or practice of the CITY provide paid leave salary to IRVIN pending an investigation, this paid leave salary shall be fully reimbursed by IRVIN to the CITY if IRVIN is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.4.

3 If any express or implied provision of this AGREEMENT, the South Lake Tahoe City Code, or any policy or practice of the CITY provide for payment of funds for the legal criminal defense of IRVIN, the funds paid for his legal defense shall be fully reimbursed by IRVIN to the CITY if IRVIN is convicted of a crime involving an abuse of his office or position as defined by Government Code Section 53243.

6. Performance Evaluations.

The City Council shall review and evaluate the performance of IRVIN ~~after the first 30 days of IRVIN's employment and then quarterly for the first year, and then twice~~ annually ~~thereafter~~. No later than the end of ~~November~~ April of each year following IRVIN's commencement of employment, IRVIN's performance evaluation shall include eligibility for any discretionary, performance-based increase to his then BASE SALARY. The City Council and IRVIN shall annually develop mutually agreed upon performance goals and criteria which the City Council shall use in reviewing IRVIN's performance in the following year. IRVIN could be eligible for a performance bonus based on the City Council's determination that IRVIN had significantly exceeded the mutually established and quantifiable objectives. Payment of this bonus in any year is at the sole discretion of the City Council and must be in the best interests of the CITY at the time it is made.

7. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of the CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of the CITY in the course of his employment or otherwise produced or acquired by or on behalf of the CITY. All Proprietary Information not generally known outside of the CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by the CITY, IRVIN shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this AGREEMENT. Following termination, IRVIN shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of the CITY. IRVIN's obligations under this Section shall survive the termination of his employment and the expiration of this AGREEMENT.

8. Conflict Of Interest.

IRVIN represents and warrants to the CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his duties under this AGREEMENT.

9. General Provisions.

9.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this AGREEMENT as if set forth in the Operative Provisions.

9.2 Vehicle Operation. IRVIN shall operate any vehicle used in connection with the performance of his duties as City Manager in a safe manner and otherwise in observance of all established CITY vehicle operation rules and policies, traffic safety laws and other applicable State

laws and shall maintain a valid California automobile's driver's license during the period of employment.

9.3 Notices. All notices, requests, demands and other communications under this AGREEMENT shall be in writing and shall be effective upon delivery by hand or email three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the CITY at the address below, and/or at the last known address maintained in IRVIN's personnel file. IRVIN agrees to notify the CITY in writing of any change in his address during his employment with the CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Attn: Mayor and City Council

City Manager's Address:
Joseph D. Irvin
[Deliver to last updated address in personnel file]

9.4 Indemnification. Subject to, in accordance with, and to the extent provided by the Government Claims Act [Government Code Section 810 *et seq*.], the CITY will indemnify, defend, and hold IRVIN harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during IRVIN's tenure as City Manager while IRVIN was performing his duties as City Manager.

9.5 Integration. This AGREEMENT is intended to be the final, complete, and exclusive statement of the terms of IRVIN's employment by the CITY. This AGREEMENT supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of IRVIN, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the CITY, now or in the future, apply to IRVIN and are inconsistent with the terms of this AGREEMENT, the provisions of this AGREEMENT shall control.

9.6 Amendments. This AGREEMENT may not be amended except in a written document signed by IRVIN, approved by the City Council and signed by the Mayor.

9.7 Waiver. Failure to exercise any right under this AGREEMENT shall not constitute a waiver of such right.

9.8 Assignment. IRVIN shall not assign any rights or obligations under this AGREEMENT. The CITY may, upon prior written notice to IRVIN, assign its rights and obligations hereunder.

9.9 Severability. If a court or arbitrator holds any provision of this AGREEMENT to be invalid, unenforceable, or void, the remainder of this AGREEMENT shall remain in full force and effect.

9.10 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in El Dorado County, California.

9.11 Interpretation. This AGREEMENT shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this AGREEMENT shall not be construed in favor of the Party receiving a benefit, nor against the Party responsible for any particular language in this AGREEMENT. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the Parties to this AGREEMENT and by no other means. Each Party waives their future right to claim, contest or assert that this AGREEMENT was modified, cancelled superseded or changed by any oral AGREEMENT, course of conduct, waiver or estoppel.

9.12 Acknowledgment. IRVIN acknowledges that he has had the opportunity to consult legal counsel in regard to this AGREEMENT, that he has read and understands this AGREEMENT, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this AGREEMENT.

IN WITNESS WHISEOF, the CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and IRVIN has signed and executed this AGREEMENT effective as of the date set forth above.

CITY MANAGER **CITY OF SOUTH LAKE TAHOE**

_____ _____

Joseph D. Irvin
Mayor

~~Cristi Creegan~~Tamara Wallace,

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 32

Agenda Item: League of California Cities Annual Conference Voting Delegate and Alternate

Executive Summary: Councilmember Jinkens is the City Council representative for the League of California Cities and is attending the conference. Mayor Pro-Tem Bass and Councilmembers Robbins and Roberts are also attending. City Council action is required to select a voting delegate and alternate for the General Assembly at the League of California Cities Annual Conference.

Requested Action / Suggested Motions: Pass a Motion selecting a Voting Delegate and an Alternate for the League of California Cities Annual Conference General Assembly.

Responsible Staff Member: Susan Blankenship, City Clerk

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

Attachments:

01-Staff Report - League Conference Voting Delegate Appointment.docx
02-2025 Voting Delegate Information Packet.pdf

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

Meeting Date: September 9, 2025

Title: League of California Cities Annual Conference Voting Delegate and Alternate

Location: Long Beach, CA

Responsible Staff Member: Susan Blankenship, City Clerk

Background: At the League of California Cities Annual Conference, each member city can vote on Cal Cities policy issues during the General Assembly. To do this, the City Council must choose one voting delegate and one alternate. Their names must be sent to the League by the City Clerk no later than September 24, 2025.

Councilmember Jinkens, who serves as the City's representative to the League, is already signed up to attend the conference in October. Mayor Pro-Tem Bass and Councilmembers Roberts and Robbins will also be attending. The City Council needs to officially choose who will serve as the voting delegate and alternate for the General Assembly.

Financial Implications: There are no financial obligations associated with this selection.

Environmental Considerations: The approval of City Council Voting Delegate and Alternate is not a project requiring review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment).

Policy Implications: The discussion of Councilmember appointees conforms to City Council Protocols.

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 9, 2025

Agenda Item #: 33

Agenda Item: Agenda Planning Calendar

Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joseph Irvin, City Manager, and Susan Blankenship, City Clerk

Attachments:

APC - 09 04 2025.pdf

2025 Agenda Planning Calendar (Updated 09 04 2025)

		Agenda Item	Agenda Section
Sep. 23, 5:30 p.m.	**City Manager**	Legislative Agenda	NB
		SB 125 Funding Request for EV Charging Station	NB
		SSTMA Funding Agreement	NB
	City Attorney	Participation in Opioid Settlements	Consent
	Dev. Services	ADU Pre-Approved Plans	UB
		Transportation Mobility Mitigation Fees (TRPA)	NB
		Tahoe Living Working Group Policies (TRPA)	NB
	Police	Police Vehicles Purchases	Consent
		Cal OES CERT Grant Organizational Authorization	Consent
	Public Works	Award Grant Writing Services for CIP Projects	Consent
		2026 Road Rehab Area Discussion	NB
		Award Contract for Hwy 50 Corridor Study	NB
		Award for Labor Compliance Services	Consent
		Award Material Testing Contract	Consent
		Snow Removal Contract Amendment	Consent

2025 Agenda Planning Calendar (Updated 09 04 2025)

		Janitorial Contract Amendment	Consent
Oct. 21, 5:30 p.m.	**City Clerk**	Pet Wellness Awareness Month (Humane Society, Erin Ellis)	Proclamation
	CA\DS	Sign Code Review	NB
	CM\CC	City Commission Rolls	NB
	CM/PD	Bear Discussion	NB
	City Manager	Follow up report from RSG, Inc. on economic development of Chateau	UB
	Dev Services	2025 California Building Standards Code Adoption (First Reading)	NB
		CTC Land Exchange	
	Finance	GAAN Limit	Consent
		Parks & Recreation Draft User Fee Study Presentation	NB
		Fiscal Year 2024-2025 Budgeted Funds Re-Appropriation	Consent
	Fire	Fire Engine Purchase	Consent
	Public Works	Sale of Surplus Equipment	Consent
Nov. 4, 9 a.m.	**City Clerk**	City Seal Alteration	NB
		City Council Representative Reports to Council	NB
		Record Retention Policy Update	Consent

2025 Agenda Planning Calendar (Updated 09 04 2025)

	City Attorney	Ethics Policy Revisions	NB
	City Manager	Margaritaville Timeshare + Condo Opportunities	NB
	Dev Services	2025 California Building Standards Code Adoption (Second Reading)	Consent
		PC/APLUC/BBOA Annual Report	NB
	Finance	Independent Citizen's Oversight Committee Annual Report (Measure P)	Consent
		TID Annual Report	NB
	Parks & Rec	P&R, ACT Annual Reports	Consent
	Police	PAC Annual Report	Consent
		2025 Update to Parking Fees in the Bellamy Parking Garage	Consent
	Public Works	Award of PD Roof Replacement	Consent
Nov. 18, 5:30 p.m.	**City Clerk**	2026 City Council Meeting Schedule	NB
	CC/CA	Recreation JPA Amendment #3 to Agreement	NB
	Parks & Rec	Future of the Senior Center	NB
	PD/CA	SMD Ordinance (Second Reading)	Ordinance
Dec 9, 5:30 p.m.	**City Clerk**	City Council Protocols Update	NB
		Mayor and Mayor Pro-Tem Selection	

2025 Agenda Planning Calendar (Updated 09 04 2025)

		City Council Assignments to Boards and Commissions	NB
	Finance	Annual ROPS Approval	Consent
		Quarterly & Financial Status Report as of September 2025	Consent
		Investment Portfolio Report as of September 2025	Consent
Unscheduled/Pending			
	CA/DS	Discussion: City Requirement to Replace Housing Units within the City	
	City Clerk	Pride Resolution Update	
		Ordinance Increasing City Council Compensation (October 2026)	
	City Manager	Grants/Funding for Undergrounding Utilities	
		Lower Ski Run Parking with Vail	
	CA\PD	SMD Ordinance (First Reading)	
	Dev Services	Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation	
		Competative PHLA Budget Appropriation and Loan Agreement	
		Discussion: Second Home Cap/Permit Options	
		Regional Housing Policy Subcommittee	
	Finance	Disolution STJPPFA	

2025 Agenda Planning Calendar (Updated 09 04 2025)

Parks & Rec	Events and Facitilies Naming Rights Discussion
Police	Barton Community Health Needs and Harm Reduction Update
Police/PW	Bike Paths, Bike Parking, Vehicle Parking
Public Works	Geothermal Use Discussion Item
	Award James-Eloise Drainage Upgrade
	TTD US 50 Plans Presentation
	Award Lakeview and Ski Run Electrical Upgrades
	Bike Trail Speed Bump Discussion
	Facilities Condition Assessment
	Award PS&E for Sugar Pine Bike Path Project