City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, March 10, 2026 at 9:00 am
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Cody Bass, Mayor
Keith Roberts, Mayor Pro Tem
Scott Robbins, Councilmember
David Jinkens, Councilmember
Heather Horgan, 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/85295310430
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: 852 9531 0430. 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

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.

1. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the minutes from the February 10, 2026, and the February 24, 2026, City Council meetings.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk and Susan Blankenship, City Clerk

Item 1- Executive Summary.pdf
02 10 2026 City Council Minutes.pdf
02 24 2026 City Council Meeting Minutes.pdf

2. 2025 Police Department Annual Report
Requested Action / Suggested Motions: Receive and File.
Responsible Staff Member(s): Jeff Roberson, Chief of Police
Item 2- Executive Summary.pdf
01 - Staff Report - 2025 Annual Report.docx
02 - 2025 Police Department Annual Report.pdf

3. Interlocal Contract and Joint Exercise of Powers Agreement with Douglas County, NV for Law Enforcement Mutual Aid
Requested Action / Suggested Motions: Pass a Motion authorizing the Chief of Police to execute the Interlocal Contract and Joint Exercise of Powers Agreement with Douglas County, NV for Law Enforcement Mutual Aid.
Responsible Staff Member(s): Jeff Roberson, Chief of Police
Item 3- Executive Summary.pdf
01-Staff_Report-Interlocal_Contract_and_Joint_Exercise_of_Powers_Agreement.docx
02-Interlocal Contract and Joint Exercise of Powers Agreement.docx

4. 2025 Annual Report and 2026 Ordinance Renewal for Military Equipment Use (AB 481)
Requested Action / Suggested Motions: Pass a Resolution accepting receipt of the “AB 481 2025 Annual Report” and 2026 approval for renewing Ordinance 2022-1163, “Adoption of ‘Military Equipment’ Use Policy” and approval of updated "equipment list."
Responsible Staff Member(s): Jeff Roberson, Chief of Police
Item 4- Executive Summary.pdf
01 - STAFF REPORT - AB 481 Annual Report 2026.docx
02 - AB 481 Annual Report Jan 2026 (Exh. A to Reso).docx
03 - Equipment List Jan 2026 (Exh. B to Reso).docx
04 - Resolution - AB 481.docx
05 - City Council Ordinance No. 2022-1163 - Military Equipment Use.pdf

5. Disposition of Information Technology Surplus Property
Requested Action / Suggested Motions: Pass a Resolution declaring certain Information Technology equipment listed in Exhibit A as surplus and authorizing disposal in accordance with City policy.
Responsible Staff Member(s): Sebastian Knapp, Information Technology Manager and Olga Tikhomirova, Director of Finance
Item 5- Executive Summary.pdf
01-Staff Report IT Surplus.docx
02-Resolution IT Surplus Property.docx
03-Exhibit A-IT Surplus Property List.pdf

6. Tahoe Regional Planning Agency (TRPA) Grant funding from the United States Forest Service (USFS) for the Cole Family Property Hazardous Fuels Reduction Project
Requested Action / Suggested Motions: (1) Pass a Resolution accepting grant funding for the Cole Family Property Hazardous Fuels Reduction Project from the Tahoe Regional Planning Agency (TRPA) funded by the United State Forest Service (USFS); and (2) Pass a Motion authorizing and directing the Mayor to execute the related Memorandum of Understanding with the TRPA.
Responsible Staff Member(s): Jay Manning, Division Chief
Item 6- Executive Summary.pdf
01-Staff Report - TRPA Grant Funding.docx
02-Resolution - TRPA Hazardous Fuel Reduction Project.docx

03-MOU with TRPA.pdf

7. Additional Grant Application to the Federal Aviation Administration (FAA) and Caltrans for Lake Tahoe Airport Runway Maintenance
Requested Action / Suggested Motions: Pass a Resolution authorizing the Airport Manager to apply for additional FY 2025 -2026 Federal Aviation Administration Airport Improvement Program (AIP) Grant in the amount of $50,000.00 in the combined amount of $300,000.00 and FY 2025-2026 Caltrans State Matching Grant for Lake Tahoe Airport in the amount of $2,375.00, which the combined total will be $14,250.00.
CEQA Determination: The project is exempt from review under CEQA Guidelines section 15301(d) (Existing Facilities - restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety).
Responsible Staff Member(s): Milan Jevic, Airport Maintenance Supervisor
Item 7- Executive Summary.pdf
01-Staff Report-FAA Grant Addition.docx
02-Resolution Airport Pavement

8. Purchase of Two Police Patrol Vehicles and Related Equipment
Requested Action / Suggested Motions: Pass a Motion authorizing the purchase of two (2) 2026 Chevrolet Tahoes from Champion Chevrolet for $131,749.72; police vehicle electronics, equipment, and installation from Lehr for $65,874.86 under a cooperative purchasing agreement, and other relevant equipment, using existing budget appropriations for a total not to exceed $209,474.70, and authorize the Interim City Manager to execute the corresponding Purchase Orders.
Responsible Staff Member(s): Lt. Scott Crivelli
Item 8- Executive Summary.pdf
01-_Staff_Report_Replacement_Marked_Patrol_Vehicles03.docx
02 - BidSummary Chevy Tahoe PPV.pdf
03 - Lehr Quote Vehicle 1.pdf
04 - Lehr Quote Vehicle 2.pdf
05 - MobileOne Patrol Car Radios.pdf
06 - Placer County Cooperative Purchasing Agreeement.pdf

9. Permanent Local Housing Allocation (PLHA) Grant Loan Agreement, Grant Acceptance, and Budget Appropriation for the Sugar Pine Village Affordable Housing Project Phase 2B
Requested Action / Suggested Motions: Pass a Resolution to accept and authorize the receipt of grant funds, to appropriate the funds, and authorize and direct the Mayor to enter into the Master Predevelopment Loan Agreement with Sugar Pine Phase 2B Housing Partners, L.P. to loan $4,750,000 of PLHA funds for use in the construction of Phase 2B of the Sugar Pine Village affordable housing project.
CEQA Determination: This project is statutorily exempt from CEQA under Senate Bill 35.
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 9- Executive Summary.pdf
01-Staff Report - PLHA Grant SPV2B.docx
02-Resolution.docx
03-SPV Master Predevelopment Loan (Exh. A to Reso).docx
04 - Predevelopment Loan Promissory Note SPV2B.docx
05 - Assign of Project Docs SPV2B.docx
06 - PLHA_Standard Agreement.pdf

10.
Amendment No. 2 to Agreement with Workbench for Preapproved ADU Designs

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 2 to Agreement with Workbench to increase the budget by an amount not to exceed $10,000 for a total budget of $140,900 and extend the contract term of service to June

30, 2026.
Responsible Staff Member(s): Crystal Plotner, Assistant Housing Planner
Item 10- Executive Summary.pdf
01-Staff Report -Amendment No. 2 to Agreement with Workbench for Preapproved ADU Designs.docx
02-C-315-2024_Workbench_Contract-_signed_2.25.25.pdf
03- C-041-2026 Workbench Amendment1.pdf
04-C-269-2025 Workbench - ASA.pdf
05-Amendment No. 2 to Agreement with Workbench.docx
06-Workbench Budget Amendment Letter.pdf

11. Financing Agreement with Banc of America Public Capital Corp for Snow Removal Equipment
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor Pro Tem to execute Equipment Schedule No. 2 under 2023 Master Lease Schedule of Property, Acquisition Fund and Account Control Agreement and related documents with Banc of America Public Capital Corp in the principal amount of $1,590,185.76 for the purchase of Snow Removal Equipment.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 11- Executive Summary.pdf
01-Staff Report Snow Removal Equipment Financing.docx
02-Resolution Snow Removal Equip Financing 2026.docx
03-Equipment Schedule No. 2.doc
04-South Lake Tahoe Payment Schedule.docx
05-Incumbency Certificate.doc
06-City Attorney Opinion Letter to Lessee.docx
07-Schedule No. 02 Escrow Agreement.docx
08-Master Lease Agreement.pdf

12. Contract with Doug Veerkamp General Engineering, Inc. for Construction of Bijou Connector Project and Approval of Amendment No. 3 to Agreement with Eastern Sierra Engineering, Inc. for Construction Support Services
Requested Action / Suggested Motions: Pass a Motion: 1) authorizing and directing the Mayor to execute the construction contract with Doug Veerkamp General Engineering, Inc. in the amount of $784,478, with an additional 10% contingency of $78,447.80, for a total construction project budget of $862,925.80; and 2) authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with Eastern Sierra Engineering, Inc. for construction support services in the amount of $12,700 for a total contract amount not to exceed $381,722.
CEQA Determination: This project is categorically exempt under CEQA Guidelines section 15301 (Existing Facilities) and 15304 (Minor Alterations to Land).
Responsible Staff Member(s): Cameron Grant, Engineering Technician, and Stephan Anderjack, Project Manager
Item 12- Executive Summary.pdf
01_Staff_Report_Bijou_Connector.docx
02-Contract with Doug Veerkamp General Engineering.pdf
03-ESE Amendment 3.pdf

Public Hearing

13. Ordinance Amending Vacation Home Rental (VHR) Regulations to Remove 150-Foot Buffer, Establish a Cap of 900 VHRs in Residential Areas, and Make Other Changes (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code, and refer

second reading and adoption to March 24, 2026.
CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility of a significant impact on the environment, and under CEQA Guidelines section 15308 (amending a regulatory process to protect the environment).
Responsible Staff Member(s): Heather Stroud, City Attorney
Item 13- Executive Summary.pdf
01 - Staff Report VHR Ordinance Amendments 1st Reading.docx
02 - Ordinance - VHR Amendments First Reading.docx
03 - VHR Ordinance Redline.pdf
04 - Appeal Hearings 2.35 Redline.pdf
05 - CC Notice Mar 10_Feb 27 publication.docx

14. Community Development Block Grant Program Coronavirus Response Funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation
Requested Action / Suggested Motions: Pass a Motion authorizing staff to submit required documents for closeout to the California Housing and Community Development Department for the Community Development Block Grant Coronavirus (CDBG-CV) Agreement 20-CDBG-CV2-3-00274.
CEQA Determination: This project is categorically exempt under CEQA Guidelines Section 15301 (Existing Facilities).
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 14- Executive Summary.pdf
01 - Staff Report - CDBG Closeout.docx
02 - Presentation_BearsDen_CDBG Closeout.pptx
03 - Bears Den Property Needs Assessment.pdf
04 - Standard Agreement_20-CDBG-CV2-3-00274.pdf
05 - Tribune_PublicNoticeProof_March10CC.pdf

Regular-Unfinished Business

15. Follow up report from RSG, Inc. on Development of the Chateau Site
Requested Action / Suggested Motions: (1) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 1 to Professional Services Agreement C-194-2024 to extend the term to December 31, 2026; (2) and provide direction, if any, to staff on next steps.
CEQA Determination: This action is statutorily exempt under CEQA Guidelines section 15262 (feasibility and planning studies).
Responsible Staff Member(s): Hilary Roverud, Interim City Manager
Item 15- Executive Summary.pdf
01-Staff Report
02-RSG Memo February 27, 2025
03-SLT Memo May 13, 2025
04-TIF Tools Chart
05-Former Redevelopment Project Area
06-Quick Reference Handout Developer Proposals
08- SLT Chateau Council Mtg 3-10-26.pptx
07-RSG Amendment 1

Regular-New Business

16. Ski Run Business Improvement District Annual Report and Budget
Requested Action / Suggested Motions: Pass a Resolution approving a letter of intent to levy an assessment to the Ski Run Business Improvement District members and setting a time and place of a future public hearing whereby members of the Ski Run Business Improvement District can provide written protests on the content of the Annual Report for the upcoming fiscal year.

Responsible Staff Member(s): Ben Hannah - Accountant II
Item 16- Executive Summary.pdf
01 Staff Report Ski Run BID 03-10-2026.docx
02_SRBID_Resolution_First_Meeting_03.10.2026.docx
03 SRBID 2026-2027 Budget Proposal.pdf
04 SRBID 2026-2027 Prior Year vs Adopted.pdf
05 SRBID 2026-2027 Budget Proposal includes Measure S.pdf
06 Ski Run BID Report 2026.pdf
07 AB 1572 (Friedman)_Irrigation Mandate.pdf

17. Ordinance Amending Shared Mobility Device Regulations (First Reading)
Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance amending Chapter 4.185 of the South Lake Tahoe City Code (Shared Mobility Devices) to increase the City's liability protections from shared mobility device accidents, add safety measures for shared mobility device operations, and revise operator insurance requirements, and refer second reading and adoption to March 24, 2026.
CEQA Determination: This action is exempt under CEQA Guidelines section 15061(b)(3) (common sense exemption).
Responsible Staff Member(s): Jeff Roberson, Chief of Police, and Dan Bardzell, Assistant City Attorney
Item 17- Executive Summary.pdf
01-Staff Report.docx
02-Ordinance.docx
03-Ordinance (Redline).pdf

18. Presentation of Draft Comprehensive User Fee Study Conducted by Government Consulting Partners, Inc. (GCP) and Policy Direction on Cost Recovery
Requested Action / Suggested Motions: Pass a Motion providing policy-level direction on cost recovery, cost of service, and User Fee Study.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 18- Executive Summary.pdf
01-Staff Report-Draft User Fee Study Presentation.docx
02-GCP User Fee Study Feb 2026.pdf
03-SF Oakland Hayward Pacific West US Average CPIs.pdf
04-SLT User Fee Study Presentation 03_10_2026.pdf

Public Hearing

19. 2025-2026 Master Fee Schedule
Requested Action / Suggested Motions: Pass a Motion directing staff to make changes, if any, to the 2025-2026 Master Fee Schedule for final adoption at the subsequent meeting.
Responsible Staff Member(s): Akemi Nishimura, Accountant I
Item 19- Executive Summary.pdf
01-Staff_Report_2526_Master_Fee_Schedule.docx
02-Master Fee Schedule 25_26 (Red-Lined).pdf
03-Strengthening Financial Position Feb 2013.pdf
04-Public Notice

Agenda Planning Calendar

20. 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): Susan Blankenship, City Clerk, and Hilary Roverud, Interim City Manager

Item 20- Executive Summary.pdf
APC 03 05 2026.pdf

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

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

Adjournment

I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday, March 10, 2026, City Council Meeting was posted and available for review on Thursday, March 5, 2026, 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 March 5, 2026

\\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 1

Agenda Item: City Council Meeting Minutes

Executive Summary: City Council is asked to formally approve the February 10, 2026, meeting minutes.

Requested Action / Suggested Motions: Pass a Motion approving the minutes from the February 10, 2026, and the February 24, 2026, City Council meetings.

Responsible Staff Member: Michelle Davis, Assistant City Clerk and Susan Blankenship, City Clerk

Reviewed and Approved By: Heather Stroud, City Attorney

Attachments:

02 10 2026 City Council Minutes.pdf
02 24 2026 City Council Meeting Minutes.pdf

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, February 10, 2026 at 9:00 am
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 Bass read the Land Acknowledgement.

Call to Order/Pledge of Allegiance
Mayor Bass called the meeting to order at 9:02 a.m. and then lead the pledge of allegiance.

Roll Call
Present were Mayor Bass, Mayor Pro Tem Roberts, and Councilmembers Jinkens and Horgan. Councilmember Robbins was present over Zoom.

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

Closed Session Report
None.

Key to the City
Mayor Bass presented a "Key to the City" to outgoing City Manager, Joseph Irvin.

Public Communications
Public comment was heard from the following people:

1. Raymond Suarez and Steve Teshara, South Shore Transportation Management Association- update on services, thank you to Council and outgoing City Manager Irvin for commitment towards local transit
2. Peggy Bourland, South Lake Tahoe Property Owners Group- January 13, 2026, Closed Session meeting, thank you to outgoing City Manager Irvin
3. Tom Millham, American Legion- Annual St. Patrick's Day dinner, Thank you to outgoing City Manager Irvin
4. Diane Reese, South Lake Tahoe Property Owners Group- January 13, 2026, Closed Session meeting
5. Melissa Soderston- January 13, 2026, Closed Session meeting, need for City Council response to protect immigrants
6. Julie Lowe, South Tahoe Indivisible- request for Resolution for the rights and safety of all residents regardless of immigration status
7. Jerry Goodman- January 13, 2026, Closed Session meeting, thank you to outgoing City Manager Irvin
8. John Messina- dissolution of sanctuary cities and removal of illegal immigrants
9. Nick Speal- Thank you to outgoing City Manager Irvin, January 13, 2026, Closed Session meeting

10. Angie Reagan- support of Resolution for the rights and safety of all residents regardless of immigration status
11. Dr. Joseph Macaluso- City's appeal process and administration
12. Joseph Gibson- Nevada State Assembly meeting, public trust, property taxes
13. Erick Asbury- Thank you to outgoing City Manager Irvin, potential harm to immigrants in sanctuary cities
14. Alan Miller- January 13, 2026, Special Closed Session was illegal
15. Sharon Kerrigan, South Tahoe Association of Realtors- Thank you to outgoing City Manager Irvin

City Commission Reports

Stacey Ballard, Arts, Culture, and Tourism Commissioner, provided an update to Council.

Presentations

1. Sugar Pine Village Tenant Selection and Compliance

Action: Received presentation from John Stewart Company and Related Companies of California.

The following people addressed Council:

1. Lyn Barnett, St. Joseph Land Trust
2. Nate Hansen, Related Companies of California
3. Jennifer Wood and Tracy Esposito, John Stewart Company

Public comments were heard from the following people:

1. John Messina
2. Stacey Ballard
3. Judi Allen
4. R Erlich
5. Erick Asbury

Consent Agenda

Note: Councilmember Robbins pulled Item 3 from the Consent Agenda.
Note: Councilmember Horgan recused herself on Item 9 due to living in proximity to the project.
Action: Moved/Seconded: Jinkens/Roberts
Yes: Bass, Roberts, Robbins, Jinkens, Horgan
Action: Passed the consent agenda with noted recusal on Item 9. Item 3 was taken up separately.

2. City Council Meeting Minutes

Action: Passed **Motion 2026-024** approving the minutes from the January 13, 2026, City Council meeting.

3. Artificial Intelligence (AI) Policy

Action: Moved/Seconded: Robbins/Horgan
Yes: Horgan, Robbind, Jinkens, Bass, Roberts
Action: Passed **Resolution 2026-013** adopting the AI Policy governing the use of AI technologies by city employees, elected officials, and contractors, with the addition of language to page 2, Limitations, as follows "The end user will be responsible for verifying and fact checking all sources."

4. Grant Applications to the Federal Aviation Administration (FAA) and Caltrans for Lake Tahoe Airport Runway Maintenance

Action: Passed **Resolution 2026-014** authorizing the Airport Manager to apply for FY 2025 - 2026 Federal Aviation Administration Airport Improvement Program (AIP) Grants in the combined amount of $250,000.00 and FY 2025-2026 Caltrans State Matching Grant for Lake Tahoe Airport in the amount of $11,875.

5. **Rebate Acceptance from South Tahoe Public Utility District (STPUD) Turf Buyback Program**.
Action: Passed **Resolution 2026-015**: 1) accepting the STPUD Turf Buyback rebate in the amount of $15,000 for turf reduction and landscape improvement projects at Ski Run Blvd., Park Avenue, and Pine Blvd.; and 2) depositing funds into the Park's Rebates revenue account 100-04170-36275.
Public comment was heard from the following person:
1. Ed Mosur

6. **Donation Acceptance from Kiwanis Club of Lake Tahoe for New Recreation & Aquatics Center Scoreboards**
Action: Passed a **Resolution 2026-016**: 1) accepting donation per the executed Donation Agreement with Kiwanis of Lake Tahoe in exchange for the Kiwanis name and logo "Kiwanis of Lake Tahoe" and "In Memory of Bob Baunhauser" on two scoreboards in the gym for new Multigenerational Recreation & Aquatics Center; and 2) amending FY2025 budget and appropriating $30,000 from the South Tahoe Parks Foundation to Account #301-70023 New Recreation Center Furniture, Fixtures and Equipment (FF&E).

7. **Purchase of Bobcat Toolcat for Parks and Recreation Department**
Action: Passed **Motion 2026-024** authorizing and directing the Mayor to execute a Purchase Order with Clark Equipment Company dba Bobcat Company for one (1) Bobcat Toolcat in the amount of $85,622.05.

8. **Delegate Authority of City Engineer and City Traffic Engineer to the Director of Public Works**
Action: Passed **Resolution 2026-017** Delegating Authority of City Engineer and City Traffic Engineer to the Director of Public Works or their Designee (Replacing Resolution 2025-063)

9. **Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1 – Ratification of Contract Change Orders No. 1-15 with Herback General Engineering**
Note: Councilmember Horgan rescued herself from voting on this item due to living in proximity to the project.
Action: Passed **Motion 2026-025** ratifying Change Orders No. 1-15, for an additional $532,699.40 to Herback General Engineering's contract for the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1, for a final not to exceed amount of $7,221,210.76. The change orders added labor and materials for unforeseen field conditions, adjusted estimated quantities, and extending the time of the contract.
CEQA Determination: The Planning Commission adopted a Mitigated Negative Declaration on May 9, 2019, SCH# 20190292152.

10. **Grant Application to California Department of Housing and Community Development for Prohousing Incentive Program Round 4 Funding for Sugar Pine Village Affordable Housing Project (Phase 2B**)
Action: Passed **Resolution 2026-018** authorizing the City Manager to submit an application for, and receipt of, Prohousing Incentive Program 2025 Round 4 funds in an amount not to exceed $620,000 for Sugar Pine Village Phase 2B.

11. **Quarterly Update on the Affordable Housing**
Action: Received and filed.

Public Hearing

12. Ordinance Amending Vacation Home Rental Regulations to Remove 150-Foot Buffer and Make Other Changes (First Reading of Version 1 Establishing a Cap of 1,200 in Residential Areas, or Version 2 Prohibiting Adjacent Properties from Being Vacation Home Rentals)

Action: Moved/Seconded: Jinkens/Roberts
Yes: Jinkens, Roberts
No: Bass, Horgan, Robbins
Action: Failed to pass a Motion of Option 1 as presented.
Action: Moved/Seconded: Horgan/Jinkens
Yes: Horgan, Jinkens
No: Bass, Roberts, Robbins
Action: Failed to pass a Motion Amending Vacation Home Rental Regulations changing the buffer to a 75-Foot Buffer with no cap.
Action: Moved/Seconded: Roberts/Jinkens
Yes: Roberts, Jinkens, Horgan
No: Bass, Robbins
Action: Passed **Motion 2025-026** to bring back an Ordinance Amending Vacation Home Rental Regulations to Remove 150-Foot Buffer and Make Other Changes and Establishing a Cap of 900 in Residential Areas.

Public comment was received from the following people:

1. Lauren Parmentor
2. John Messina
3. Melissa Soderston
4. Ed Mosur
5. Lisa Underwood, Tahoe Keys Resort
6. John Disa
7. Mark Salmon
8. Steve Teshara, Tahoe Chamber
9. Caleb Fry *written comment also submitted
10. Judi Allen *written comment also submitted
11. Erick Asbury
12. Alan Miller
13. Robin Hawkeye
14. JD Macaluso
15. Andrew Pierce
16. Blake Herschaft
17. Jacqueline Todak
18. Jeff Bryan
19. Loarine Jackson
20. Duggan Smith
21. Nicole Ladd
22. Stewart
23. Jaime Wages
24. Lisa Brennan
25. Haily Fallen
26. Bob Poet *written comment also submitted
27. Lin Edwards

Written Comment was received from the following people:

28. Asha Whipple
29. South Tahoe Association of Realtors
30. Michelle Blue Benedict, Pinnacle Lake Tahoe Getaways
31. Thomas and Kerry De La Rosa
32. Ally Giordano**,** Elevated Tahoe Properties
33. Vicky Kaleta
34. Matt Leffler
35. South Lake Tahoe Property Owners Group
36. Paul and Joan Young
37. Stewart Roberson

Regular-New Business

13. South Lake Tahoe Tourism Improvement District Annual Report for Fiscal Year 2024-2025

Action: Received and filed.

The following people addressed Council:

1. Rich Bodine, Chair, South Lake Tahoe Tourism Improvement District
2. Carol Chaplin, Lake Tahoe Visitors Authority
3. Ryn Muat, Lake Tahoe Visitors Authority

Public Comment was heard from the following people:

1. Ed Mosur
2. Melissa Soderston
3. Jessica Grime, Tahoe Chamber

14. Tahoe Valley Area Plan Amendment Kick-off Presentation

Note: Councilmember Horgan recused herself from this item due to living in proximity to the project and left the room.

Action: Receive and filed.

Public Comment was received from the following people:

1. Jim Eliot, Property Owner *written comment also submitted
2. Mike Dill, Aspen Environmental

Agenda Planning Calendar

15. Agenda Planning Calendar

Action: None.

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

City Attorney Stroud

1. Thank you to Joseph Irvin for being a great City Manager and working partner

City Clerk Blankenship

1. ACT Commission ongoing student solicitation

City Manager Irvin

1. Thanks to all for the comments on his tenure with the City

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

Councilmember Jinkens

1. Thank you to outgoing City Manager Irvin
2. Request for update on Bear Protocols (Horgan) Police Chief Roberson stated this item would come back April or May
3. Request for validated national survey on City performance. Interim City Manager Roverud stated a survey was ongoing and would share progress with the Council.

Councilmember Horgan

1. Thank you to outgoing City Manager Irvin

Councilmember Roberts

1. Closed Session potential Brown Act Violation regarding confidentiality
2. Requested an informational item comparing terms workforce housing, affordable housing, employee housing, etc., used across agencies
3. Thank you to outgoing City Manager Irvin

Adjournment

Mayor Bass adjourned the meeting at 4:27 p.m.

City of South Lake Tahoe

City Council

Meeting Minutes

Tuesday, February 24, 2026, at 5:30 pm

City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

Land Acknowledgement

Mayor Bass read the Land Acknowledgement

.

Call to Order/Pledge of Allegiance

Mayor Bass called the meeting to order at 5:32 p.m., and then lead the Pledge of Allegiance.

Roll Call

Present were Mayor Bass, Mayor Pro Tem Roberts, and Councilmembers Robbins, Jinkens, and Horgan.

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

Closed Session Report

Closed Session meeting from February 24, 2026:

1. **Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1) Case: Carlos and Sandra Medina v. City of South Lake Tahoe et al., El Dorado County Superior Court Case No. 25CV0416**
   Action: No reportable action.

Public Communications

Public Comments were heard from the following people:

1. Melissa Soderston- Bear League, ICE actions, former Mayor Wallace
2. Larry Pedigo- ICE intimidating voters at polling stations, location of City Hall, hole in the ground and former City Manager Jinkens, Pam Bondi statements, Jeffrey Epstein
3. Scott Loberg- using Chateau site as ICE detention center

City Commission Reports

None.

Consent Agenda

Note: Item 3 was pulled by Councilmember Robbins
Note: Item 5 was pulled by Mayor Bass.
Action: Moved/Seconded: Horgan/Roberts
Yes: Bass, Roberts, Robbins, Jinkens, Horgan
Action: Passed the Consent Agenda. Items 3 and 5 taken up separately.

1. Fiscal Year 2025-26 Quarterly Financial Status Report - Quarter Ending December
Action: Received and filed.
Public Comment was heard from the following people:
1. Ed Mosur
2. Larry Pedigo

2. **Investment Portfolio Report - December 31, 2025**
Action: Received and filed.

3. **Letter of Opposition to Liberty Utilities Closure of the South Lake Tahoe Walk-in Payment Center**
Note: This item was pulled from the Consent Agenda by Councilmember Robbins.
Action: Moved/Seconded: Bass/Jinkens
Yes: Bass, Roberts, Robbins, Jinkens, Horgan
Action: Passed **Motion 2026-026** authorizing and directing the Mayor to submit a letter on behalf of City Council to Liberty Utilities opposing the closure of the South Lake Tahoe walk-in center for payments; and directing staff to hold a meeting with Liberty Utilities prior to sending a letter to the CPUC.
Public Comment was heard from the following people:
1. Scott Loberg
2. Melissa Soderston
3. Larry Pedigo
4. David Gregorich
5. Ed Mosur
6. Nicole Ramirez-Thomas
7. Judi Allen

4. **South Tahoe Parks Foundation Community Tile Fundraiser Donation Acceptance & Sponsorship Approval**
Action: Passed **Resolution 2026-019**: 1) authorizing and directing the Mayor to accept $7,105 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.

5. **Purchase of Four John Deere Graders from Pape Machinery and Related Fiscal Year 2025-2026 Budget Amendments**
Note: This item was pulled from the Consent Agenda by Mayor Bass.
Action: Moved/Seconded: Horgan/Jinkens
Yes: Bass, Roberts, Robbins, Jinkens, Horgan
Action: Passed **Resolution 2026-020** authorizing and directing the Interim City Manager to execute a Purchase Order with Pape Machinery for the purchase of four John Deere graders in an amount of $2,120,247.70 and approving Fiscal Year 2025-2026 Budget Amendments.
Public Comment was heard from the following people:
1. Dan May
2. Larry Pedigo
3. Heather-Cade Bauer

6. **Lake Valley Fire Protection District Mutual Aid Agreement**
Action: Passed **Motion 2026-027** authorizing and directing the Mayor to execute the Mutual Aid Agreement with Lake Valley Fire Protection District for fire, rescue, and medical services.

7. **Ratification of Agreement with Insight Public Sector for VMware Licensing and Support**
Action: Passed **Motion 2026-028**: (1) Ratifying the City's one-year agreement with Insight Public Sector under OMNIA Partners Cooperative Purchasing Agreement for VMware licensing and support in the amount of $105,410.87; and (2) Authorizing the City Manager to execute subsequent renewal agreements for VMware licensing and support, and other substantially similar IT subscription services, procured through valid cooperative purchasing contracts, provided that renewal terms are substantially the same as the current agreements; adequate funding is appropriated in the approved budget; and the authority remains in effect unless modified or rescinded by City Council.

Regular Unfinished Business

8. **Appointment of a Student or At Large Member to the Arts, Culture, & Tourism Commission**
Action: Moved/Seconded: Roberts/Horgan
Yes: Bass, Roberts, Robbins, Jinkens, Horgan
Action: Passed Motion 2026-029 appointing Ayana Morali as an at-large member to the Arts, Culture, and Tourism Commission.
Public Comments were heard from the following people:
1. David Hamilton, Arts, Culture, and Tourism Commission
2. David Gregorich
3. Stacey Ballard- Arts, Culture, and Tourism Commission

Regular-New Business

9. **Grant Application and Request for Proposals for Drainage Master Plan Update**
Action: Moved/Seconded: Horgan/Roberts
Yes: Bass, Roberts, Robbins, Jinkens, Horgan
Action: 1) Passed **Motion 2026-030** ratifying the submission of a grant application to State Water Resources Control Board Division of Water Quality (DWQ) for Clean Water Act Section 205(J) Water Quality Planning Project Proposals for an amount of $200,000; and 2) Passed **Motion 2026-031** directing staff to solicit a formal Request for Proposals to obtain a consultant under a master professional services agreement for the Drainage Master Plan Update after funds are allocated.
Public Comment was heard from the following people:
1. Scott Loberg
2. Ed Mosur
3. Melissa Soderston
4. Dan May

10. **Second Home Regulation and Housing Replacement Policy**
Action: No action taken.
Public Comment was heard from the following people:
1. Steve Teshara
2. Dan May
3. Larry Pedigo
4. Heidi Menhiki, South Tahoe Association of Realtors
5. Ed Mosur
6. Judi Allen

11. Amendment to FY 25-26 List of Allocated Positions to Increase Police Officer Positions to Staff the Marine Safety Unit

Action: Moved/Seconded: Horgan/Jinkens
Yes: Bass, Roberts, Robbins, Jinkens, Horgan
Action: Passed **Resolution 2026-021** authorizing an amendment to the FY 25-26 List of Allocated Permanent Positions increasing Police Officers (excluding cannabis officer) from 31 FTE to 33 FTE to staff the Marine Safety Unit.
Public Comment was heard from the following people:

1. Scott Loberg
2. Ed Mosur
3. Judi Allen
4. Melissa Soderston

12. Establishment of a Temporary Retired Annuitant Extra Help Position

Action: Moved/Seconded: Jinkens/Roberts
Yes: Bass, Roberts, Robbins, Jinkens, Horgan
Action: Passed **Resolution 2026-022** authorizing the establishment of a temporary position, Retired Annuitant Extra Help, and the related salary table.
Public Comment was heard from the following people:

1. Scott Loberg
2. Ed Mosur

Agenda Planning Calendar

13. Agenda Planning Calendar

Action: Received and filed.

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

City Clerk Blankenship

1. Request from Terry Rubald, Lions International for a presentation to Council on establishing a City Chapter (Council provided Consensus).

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

Councilmember Robbins

1. Information Item on check cashing and bill pay service options for residents (Jinkens seconded).
2. Immigrant Support Resolution (Horgan seconded).

Councilmember Jinkens

1. Economic Development Advisory Commission discussion (Bass seconded).

Councilmember Horgan

1. Black History Month

Mayor Pro Tem Roberts

1. Immigration legal fee reduction or assistance program discussion (Jinkens seconded).

Adjournment

Mayor Bass Adjourned the meeting at 9:56 p.m.

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 2

Agenda Item: 2025 Police Department Annual Report

Executive Summary: The South Lake Tahoe Police Department 2025 annual report highlights police department divisional response responsibilities and statistics.

Requested Action / Suggested Motions: Receive and File.

Responsible Staff Member: Jeff Roberson, Chief of Police

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

Attachments:

01 - Staff Report - 2025 Annual Report.docx
02 - 2025 Police Department Annual Report.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: March 10, 2026

Title: 2025 Annual Police Department report

Location: Citywide

Responsible Staff Members: Jeff Roberson, Chief of Police

Background:
The Police Department has been producing the current format of the annual report since 2020. The 2025 Annual Report is the sixth such report.

Issue and Discussion:
The South Lake Tahoe Police Department 2025 annual report highlights police department divisional response responsibilities and statistics.

Financial Implications:
There are no financial implications associated with submitting this annual report.

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 report supports the City’s Strategic Priority Three; Ensure Public Safety.

SOUTH LAKE TAHOE POLICE DEPARTMENT

ANNUAL REPORT

2025

SOUTH LAKE TAHOE, CALIFORNIA

CHIEF JEFF ROBERSON

WELCOME TO OUR FAMILY

MISSION STATEMENT

WORKING IN PARTNERSHIP WITH THE COMMUNITY, TO PROTECT LIFE AND PROPERTY, PROVIDING LEADERSHIP IN SOLVING NEIGHBORHOOD PROBLEMS, AND ENHANCE THE QUALITY OF LIFE IN OUR CITY.

CHIEF'S MESSAGE

THANK YOU FOR TAKING THE TIME TO REVIEW THE SOUTH LAKE POLICE DEPARTMENT 2025 ANNUAL REPORT. THIS REPORT WILL TAKE YOU THROUGH A SNAPSHOT OF THE WORK WE DID AND HOW WE DID IT IN 2025.

FIRST AND FOREMOST, I WANT TO THANK NOW-RETIRED CHIEF DAVE STEVENSON FOR HIS 30 YEARS OF SERVICE TO THE SOUTH LAKE TAHOE COMMUNITY. CHIEF STEVENSON RETIRED ON JUNE 6TH, LEAVING BEHIND A STRONG LEGACY OF COMMUNITY-ORIENTED POLICING. I HAD THE PRIVILEGE OF WORKING WITH HIM FOR 22 YEARS IN VARIOUS CAPACITIES. AS WE MOVE FORWARD, THE SOUTH LAKE TAHOE POLICE DEPARTMENT WILL HONOR HIS LEGACY BY BUILDING ON THE STRONG FOUNDATION OF COMMUNITY ENGAGEMENT WITH A FOCUS ON PUBLIC SAFETY.

THE CITY MANAGER FACILITATED A NATIONAL RECRUITMENT FOR THE POSITION OF POLICE CHIEF TO HAVE A PERMANENT REPLACEMENT AT THE TIME OF CHIEF STEVENSON'S RETIREMENT.

IN THE AFTERMATH, I'M HUMBLED TO HAVE BEEN SELECTED TO TAKE THE REINS OF THE POLICE DEPARTMENT. I HAVE A STRATEGIC PLAN FOR THE POLICE DEPARTMENT THAT INCLUDES CONTINUITY IN DEPARTMENTAL LEADERSHIP AND CONSISTENCY IN ENFORCEMENT PRIORITIES AND POLICY DIRECTION.

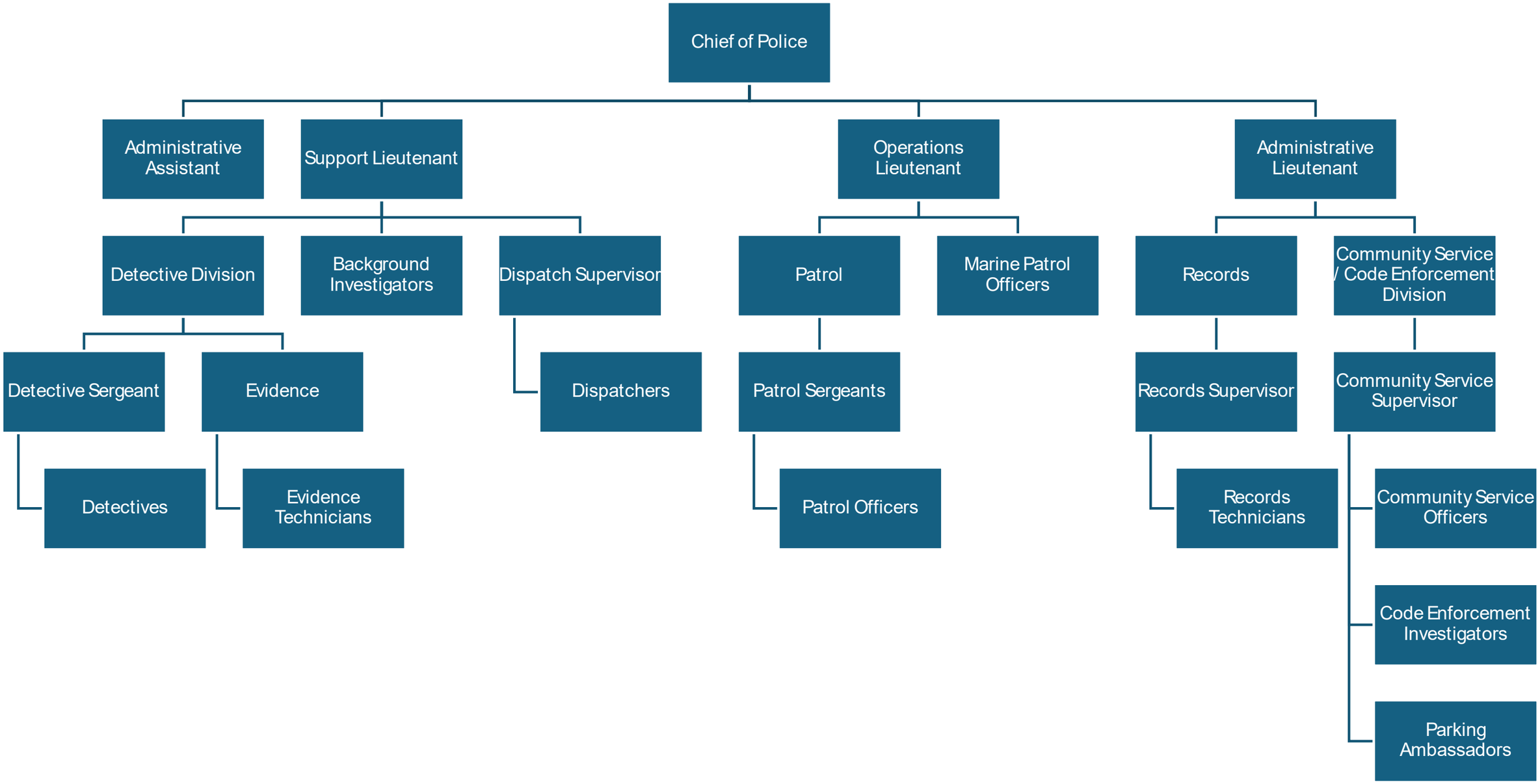
2025 SAW VACATION HOME RENTALS COME TO THE FOREFRONT OF COMMUNITY PRIORITIES WITH THE OVERTURNING OF MEASURE T. THE REVAMP OF THE VHR PROGRAM NEEDED A SIGNIFICANT COMMITMENT OF TIME AND PERSONNEL TO LAND THE NEW PROCESS WITHIN THE TIMELINE GIVEN BY COUNCIL AND MEETING THE NEEDS OF THE VHR COMMUNITY. TO ADDRESS THE ENFORCEMENT COMPONENT OF THE VHR PROGRAM, THE POLICE DEPARTMENT ADDED FOUR DEDICATED COMMUNITY SERVICE OFFICERS AND A NEW COMMUNITY SERVICE OFFICER SUPERVISOR. THE CITYWIDE COLLABORATIVE TEAM THAT BIRTHED THE VHR APPLICATION AND PERMITTING PROGRAM WAS INCREDIBLE AND WON THE SUGAR PINE TEAM AWARD, THE HIGHEST TEAM AWARD BY THE CITY MANAGER.

THE RETIREMENT OF CHIEF STEVENSON PAVED THE WAY FOR SEVERAL PROMOTIONS. WE PROMOTED ONE LIEUTENANT, ONE SERGEANT, AND TWO DETECTIVES. THE GOAL OF A FULLY STAFFED COMMUNICATION CENTER STILL ELUDES US WITH NOW ONE POSITION TO FILL. THE PD SENT THREE CANDIDATES TO THE POLICE ACADEMY THIS YEAR, TWO OF THOSE CANDIDATES HAVE SUCCESSFULLY COMPLETED FIELD TRAINING WHILE THE THIRD IS COMPLETING A TRAINING PERIOD.

THE POLICE DEPARTMENT PURCHASED A LENCO BEARCAT ARMORED VEHICLE TO REPLACE OUR 14-YEAR-OLD RETIRED MILITARY MRAP RESCUE VEHICLE. THAT VEHICLE SERVED US WELL, BUT IT IS SHOWING ITS AGE IN SUDDEN UNEXPECTED MAINTENANCE NEEDS.

TO THE EMPLOYEES OF THE POLICE DEPARTMENT, I LOVE WORKING WITH YOU AS EACH PERSON AND THEIR STORY BRINGS SOMETHING UNIQUE AND DISTINCTIVE TO THE AGENCY. PLEASE CONTINUE TO SERVE THE COMMUNITY WITH GRATITUDE, RESPECT, EXCELLENCE, ACCOUNTABILITY, AND SERVICE WITH HUMILITY. I LOOK FORWARD TO SEEING WHAT 2026 BRINGS.

ORGANIZATIONAL CHART



OPERATIONS DIVISION

LT. RUSSELL LILES

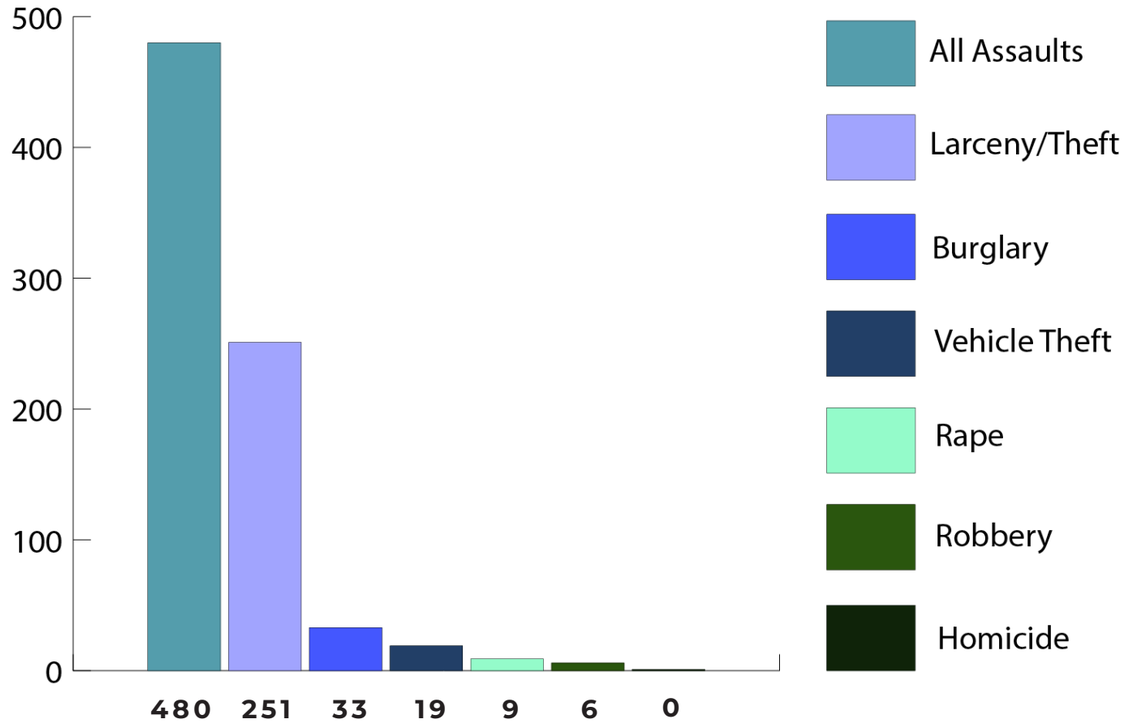
THE OPERATIONS DIVISION OF THE SOUTH LAKE TAHOE POLICE DEPARTMENT PROVIDES THE CORE POLICE SERVICES TO THE COMMUNITY. PATROL SERVICES ARE THE FOUNDATION OF THE OPERATIONS DIVISION, WITH PATROL OFFICERS SERVING AS THE FIRST POINT OF CONTACT FOR MEMBERS OF THE PUBLIC; RESPONDING TO CALLS FOR SERVICE RANGING FROM ROUTINE MATTERS TO CRITICAL EMERGENCIES. PATROL OFFICERS ROUTINELY FACE INHERENTLY DANGEROUS AND UNPREDICTABLE SITUATIONS, AS NO TWO CALLS FOR SERVICE ARE EVER THE SAME AND NO WORKDAY IS IDENTICAL.

IN ADDITION TO RESPONDING TO CALLS FOR SERVICE, PATROL OFFICERS ACTIVELY PATROL THE STREETS OF SOUTH LAKE TAHOE, ENFORCING TRAFFIC LAWS, ADDRESSING DUI VIOLATIONS, AND ENGAGING IN PROACTIVE CRIME PREVENTION EFFORTS. IN 2025, THE OPERATIONS DIVISION PLACED A STRONG EMPHASIS ON PROACTIVE ENFORCEMENT AND VISIBLE PATROL PRESENCE. AS A RESULT OF THESE EFFORTS, THE DEPARTMENT EXPERIENCED SIGNIFICANT INCREASES IN ENFORCEMENT ACTIVITY, INCLUDING A 33% INCREASE IN ARRESTS, A 38% INCREASE IN TRAFFIC STOPS, AND A 95% INCREASE IN CITATIONS, WHILE ALSO ACHIEVING AN 11% REDUCTION IN TRAFFIC COLLISIONS.

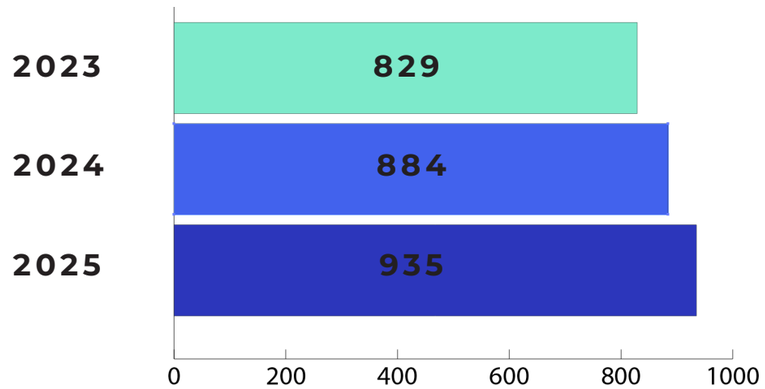
STAFFING LEVELS WERE STRENGTHENED IN 2025 WITH THE SUCCESSFUL GRADUATION OF THREE OFFICERS FROM THE POLICE ACADEMY. THESE OFFICERS ARE NOW ASSIGNED TO THE PATROL DIVISION, ENHANCING THE DEPARTMENT'S ABILITY TO PROVIDE EFFECTIVE AND PROACTIVE POLICE SERVICES TO THE COMMUNITY.

OPERATIONS DIVSION

2025 REPORT ON MAJOR OFFENSES



TOTAL ARRESTS



2025 STOP DATA

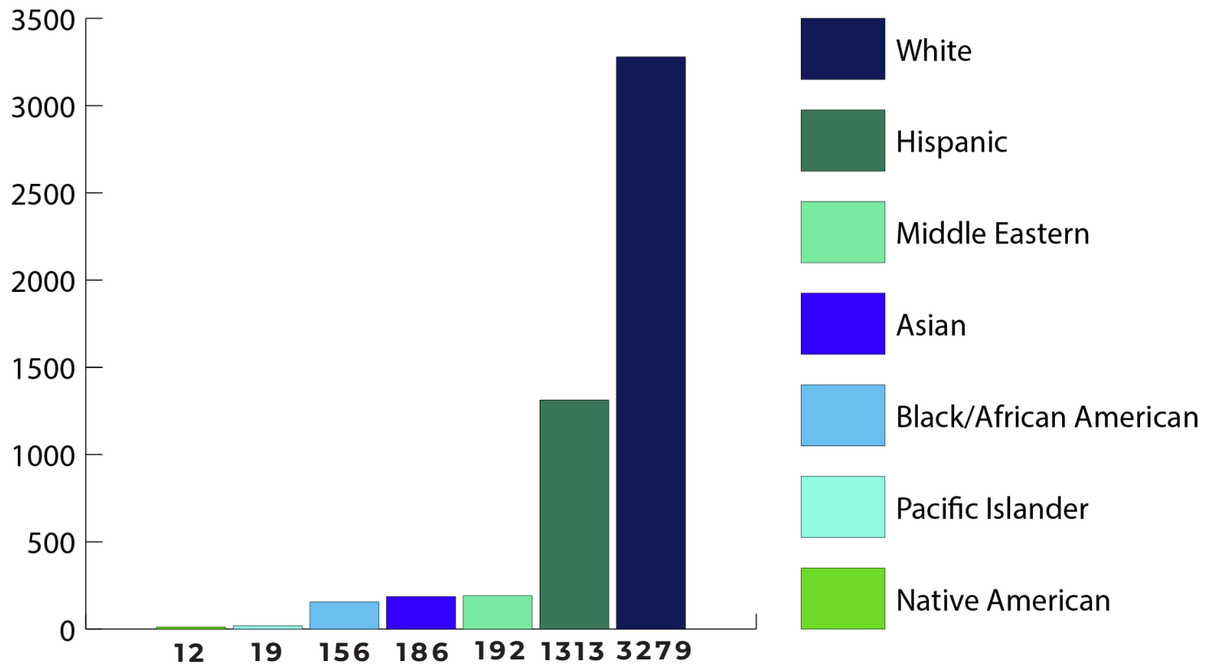
THE RACIAL AND IDENTITY PROFILING ACT (RIPA) MANDATES ALL STATE AND LOCAL LAW ENFORCEMENT AGENCIES IN CALIFORNIA COLLECT AND REPORT DETAILED DATA ON ALL VEHICLE AND PEDESTRIAN STOPS, INCLUDING DETENTIONS AND SEARCHES—WHETHER CONSENSUAL OR VIA LEGAL AUTHORITIES.

THE SOUTH LAKE TAHOE POLICE DEPARTMENT COLLECTS ALL OF THE STOP DATA THROUGH OUR REPORT WRITING SYSTEM. OFFICERS ARE TASKED WITH DOUCMENTING THIS INFORMATION ON EACH OF THEIR STOPS. THAT DATA IS THEN COMPILED AND REPORTED TO THE STATE.

THE FOLLOWING GRAPHS SHOW 2025 RIPA STOP DATA. PLEASE NOTE THAT WHILE WE HAD A TOTAL OF 5,157 STOPS, NOT ALL GRAPHS WILL BE REFLECTIVE OF THIS NUMBER. THIS IS DUE TO A VARIETY OF REASONS, SUCH AS MORE THAN ONE ACTION OCCURRING DURING ONE STOP (E.G. A PERSON WAS GIVEN FSTS AND SEARCHED).

2025 STOP DATA

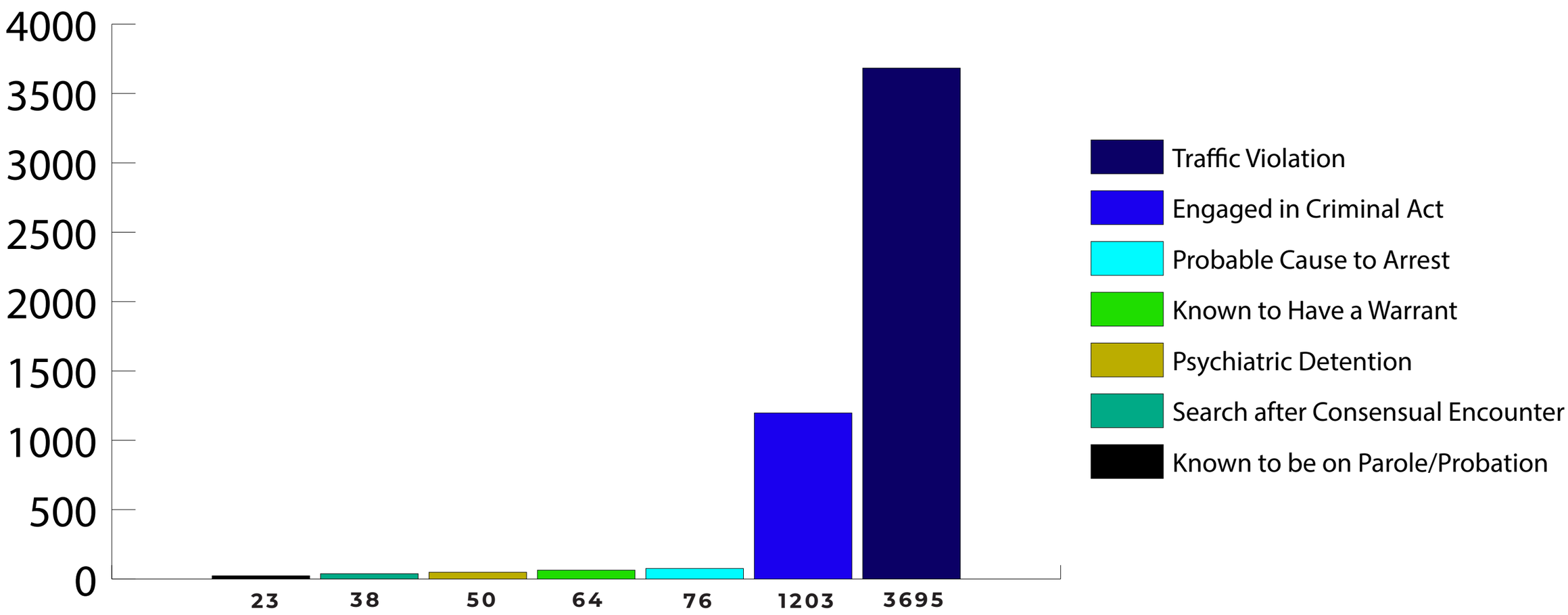
STOPS BY RACE



TOTAL STOPS: 5,157

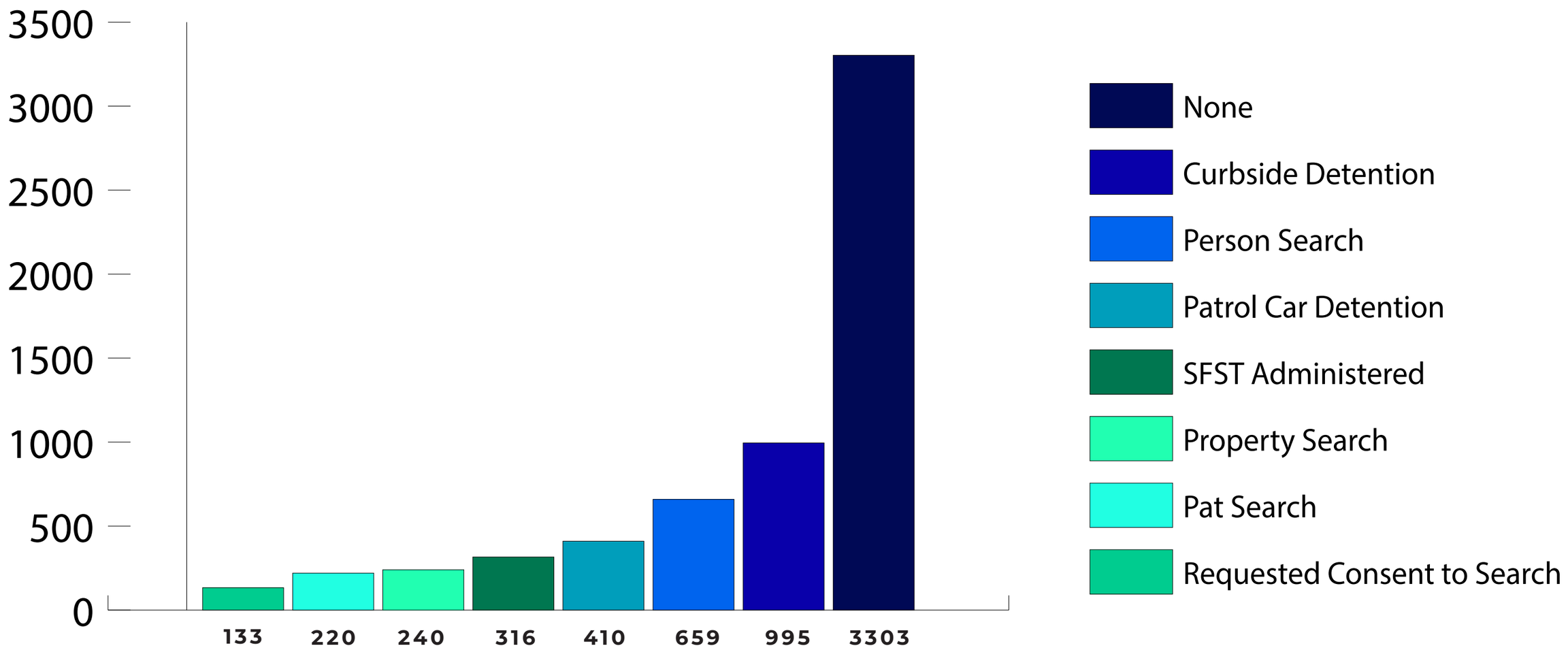
2025 STOP DATA

REASON FOR STOP



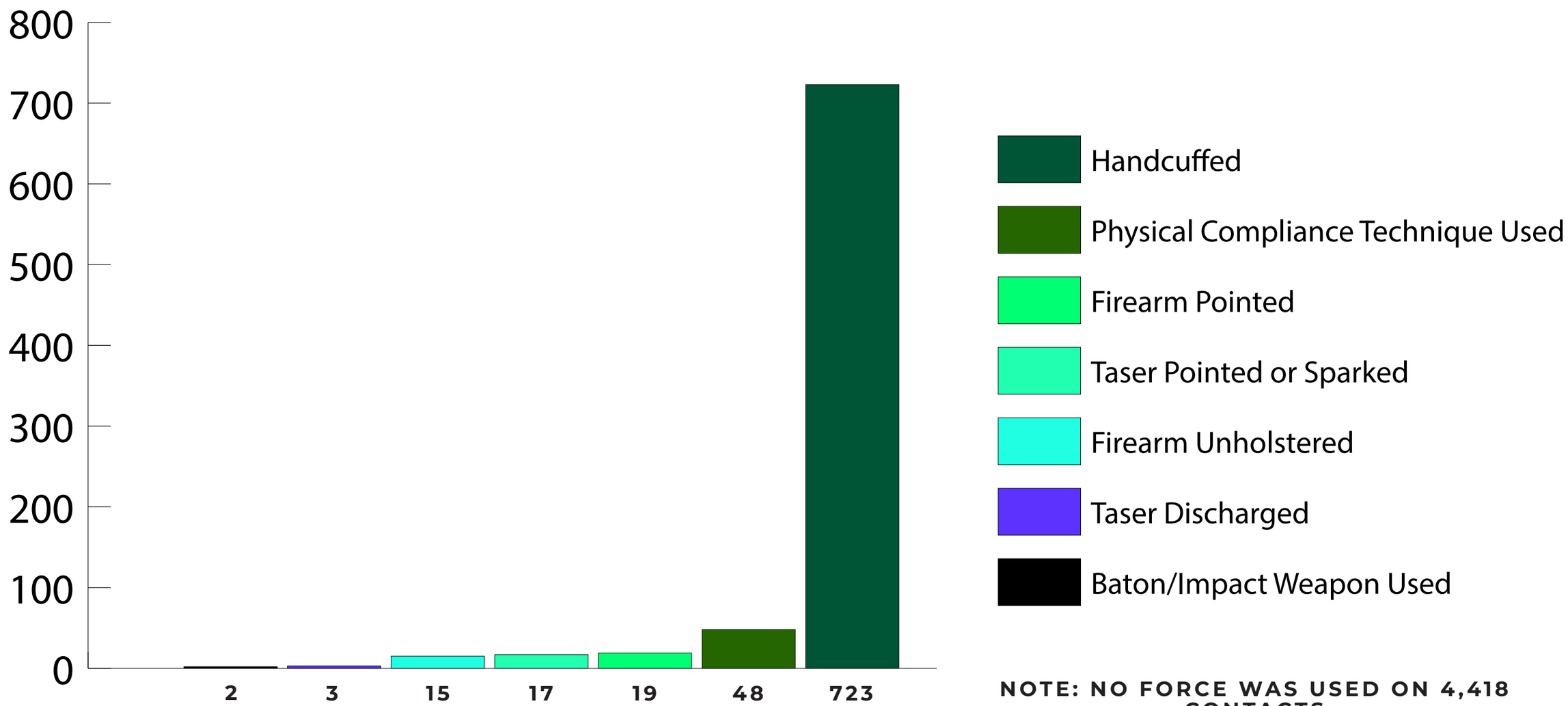
2025 STOP DATA

NON-FORCE ACTION TAKEN



2025 STOP DATA

FORCE ACTION TAKEN



NOTE: NO FORCE WAS USED ON 4,418 CONTACTS

FIELD TRAINING PROGRAM

THE FIELD TRAINING PROGRAM (FTP) PLAYS A VITAL ROLE IN THE DEVELOPMENT AND SUCCESS OF NEW OFFICERS WITHIN OUR DEPARTMENT. ITS MISSION IS TO EQUIP NEW OFFICERS WITH THE TRAINING, SKILLS, AND EXPERIENCE NEEDED TO BECOME COMPETENT, CONFIDENT, AND INDEPENDENT MEMBERS OF THE TEAM. THE FTP IS DEDICATED TO PROVIDING EACH NEW OFFICER WITH PERSONALIZED INSTRUCTION, CONSTRUCTIVE FEEDBACK, AND PRACTICAL EXPERIENCE IN REAL-WORLD SITUATIONS, PREPARING THEM TO SERVE OUR COMMUNITY WITH EXCELLENCE AND INTEGRITY.

IN 2025, THE FTP DIVISION SAW SOME STAFFING CHANGES, WITH LONGTIME FIELD TRAINING SUPERVISOR RUSSELL LILES BEING PROMOTED TO THE RANK OF LIEUTENANT. SGT. JUSTIN BROCK WAS PLACED AS THE SERGEANT IN CHARGE OF THE FTO UNIT. DURING THE SAME YEAR, THE SOUTH LAKE TAHOE POLICE DEPARTMENT FIELD TRAINING PROGRAM SUCCESSFULLY TRAINED THREE CALIFORNIA POST CERTIFIED TRAINING ACADEMY GRADUATES, WHO ARE NOW ASSIGNED TO THE PATROL DIVISION.

STACS

THE SOUTH TAHOE ALTERNATIVE COLLABORATIVE SERIVCES (STACS) IS OUR HOMELESS/MENTAL HEALTH OUTREACH UNIT, WITH OFFICER MATT HAZELET ASSIGNED TO IT FULL TIME. THE GOAL OF STACS IS TO FIND LONG TERM SOLUTIONS TO HOMELESSNESS AND/OR MENTAL HEALTH ISSUES IN SOUTH LAKE TAHOE. THESE SOLUTIONS INCLUDE, THE EL DORADO COUNTY NAVIGATION SHELTER, DRUG/ALCOHOL REHABILITATION, FAMILY REUNIFICATION AND THE TAHOE COALITION FOR THE HOMELESS. OFFICER HAZELET HAS ALSO CREATED A JOINT RESPONSE AND FOLLOW UP CHECK INS FOR PEOPLE EXPERIENCING MENTAL HEALTH CRISIS IN CONJUNCTION WITH EL DORADO COUNTY BEHAVIORAL HEALTH.

IN 2025, OFFICER HAZELET'S WORKLOAD INCLUDED THE FOLLOWING:

-471 INCIDENTS RESPONDED TO
-68 CASES
-5 BARTON ADDICTION MED REFERRALS
-21 SUBJECTS HOUSED
-1 EL DORADO BEHAVIORAL HEALTH REFERRAL
-26 ARRESTS

SCHOOL RESOURCE OFFICER

THE SOUTH LAKE TAHOE POLICE DEPARTMENT SCHOOL RESOURCE OFFICER (SRO) WORKS IN COLLABORATION WITH THE LAKE TAHOE UNIFIED SCHOOL DISTRICT (LTUSD) TO CREATE A SAFE LEARNING ENVIRONMENT FOR THE STUDENTS AND STAFF OF SOUTH TAHOE HIGH SCHOOL, SOUTH TAHOE MIDDLE SCHOOL, BIJOU ELEMENTARY AND TAHOE VALLEY ELEMENTARY. THE ROLE OF THE SRO IS ROOTED IN THE THREE KEY PRINCIPLES: SAFETY, EDUCATION, AND MENTORSHIP.

OFFICER TIM PETERSON BEGAN AS A SRO IN THE 23-24 SCHOOL YEAR. OFFICER PETERSON HAS WORKED IN TANDEM WITH ADMINISTRATION AT THE SCHOOLS TO INCREASE SCHOOL SAFETY AND REDUCE JUVENILE DELINQUENCY.

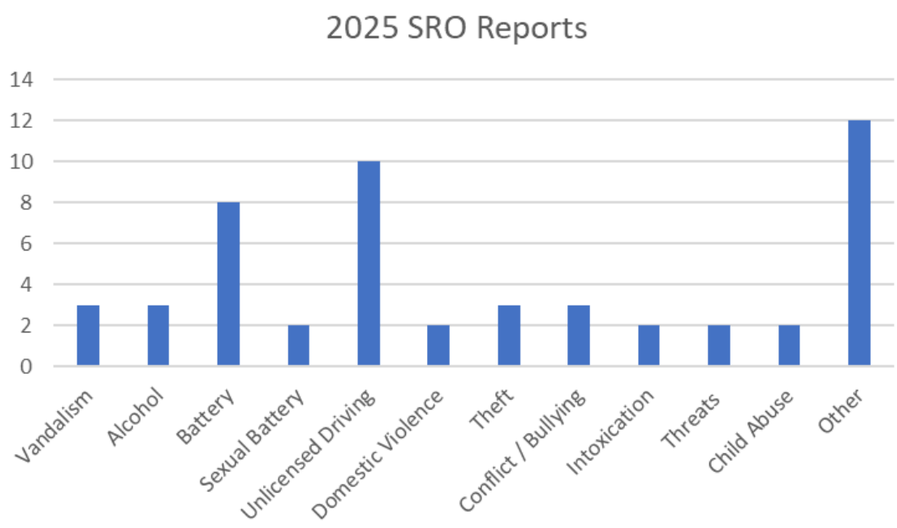
OFFICER PETERSON'S 2025 ACCOMPLISHMENTS INCLUDE:

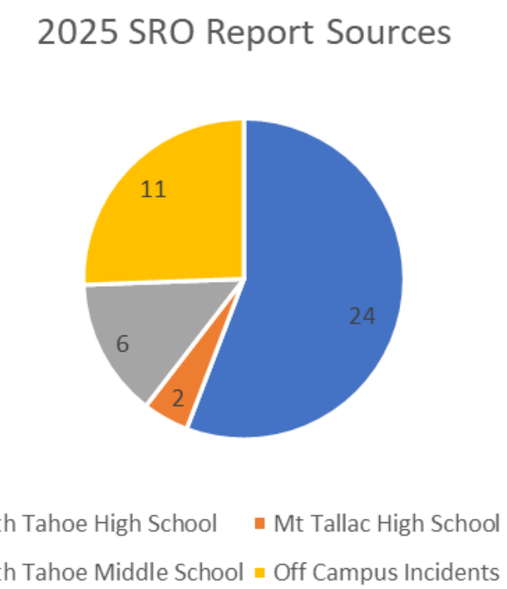
- HOSTING A COMMUNITY EVENT ON E-BIKE SAFETY
- CRACKDOWN ON UNLICENSED DRIVERS ON CAMPUS
- CAREER DAY EVENT WITH HOMESCHOOL STUDENTS
- CUB SCOUT EVENTS
- SENIOR PROJECT MENTORSHIP

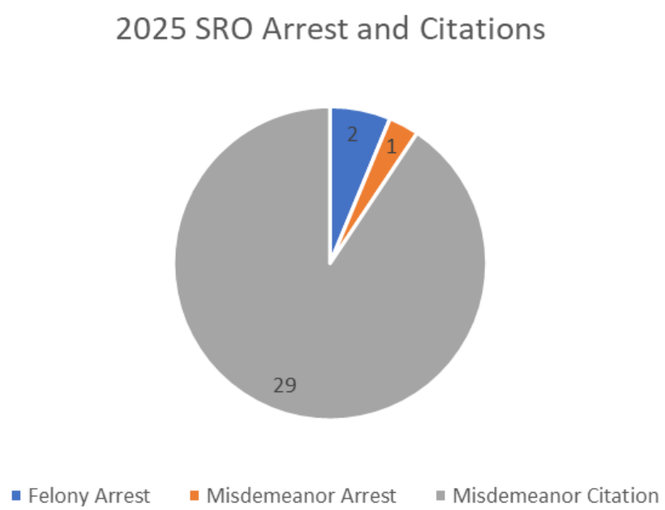
THE SRO IS A VITAL RESOURCE FOR BOTH LTUSD AND SLTPD. SCHOOL SAFETY IS A TOP PRIORITY AND HAVING AN SRO ON LTUSD CAMPUSES IS CRUCIAL FOR DETERRING, PREVENTING, AND RESPONDING TO CRIMINAL ACTIVITY. ADDITIONALLY, THE SRO ADVISES SCHOOL OFFICIALS ON LAW-RELATED MATTERS, HELPS ASSESS SCHOOL SAFETY NEEDS, AND SERVES AS A VITAL LINK TO OTHER EMERGENCY PERSONNEL.

THE SRO POSITION IS INTEGRAL IN BUILDING POSITIVE RELATIONS AND TRUST IN LAW ENFORCEMENT WITH OUR NEXT GENERATION. THIS IS ACCOMPLISHED BY THE SRO BEING A CONSISTENT LAW ENFORCEMENT PRESENCE AROUND STUDENTS WHICH ALLOWS FOR MORE PERSONABLE INTERACTIONS AND CREATING AN APPROACHABLE ATMOSPHERE BETWEEN LAW ENFORCEMENT AND YOUTH.

SCHOOL RESOURCE OFFICER







TRAFFIC UNIT

THE SLTPD TRAFFIC DIVISION CURRENTLY IS STAFFED BY ONE PATROL OFFICER (OFFICER NEUMANN) WITH ANCILLARY DUTIES OF TRAFFIC ENFORCEMENT, OVERSEEN BY ONE PATROL SERGEANT. THE TRAFFIC UNIT FIELDS VARIOUS TRAFFIC AND PARKING COMPLAINTS AND ASSISTS REGULAR PATROL IN ADDRESSING THESE CONCERNS. OFFICER NEUMANN IS ASSIGNED TO A TRAFFIC MOTORCYCLE DURING MONTHS OF GOOD WEATHER, ALLOWING HER TO BETTER TRAVERSE THE ROADS TO FIND AND ADDRESS TRAFFIC CONCERNS.

THE UNIT HAS THE RESPONSIBILITY TO RESPOND TO AND INVESTIGATE MAJOR/FATAL INJURY COLLISIONS. MEMBERS OF THE UNIT ARE TRAINED IN TRAFFIC COLLISION INVESTIGATION AND THE USE OF TOTAL STATION DIAGRAMMING.

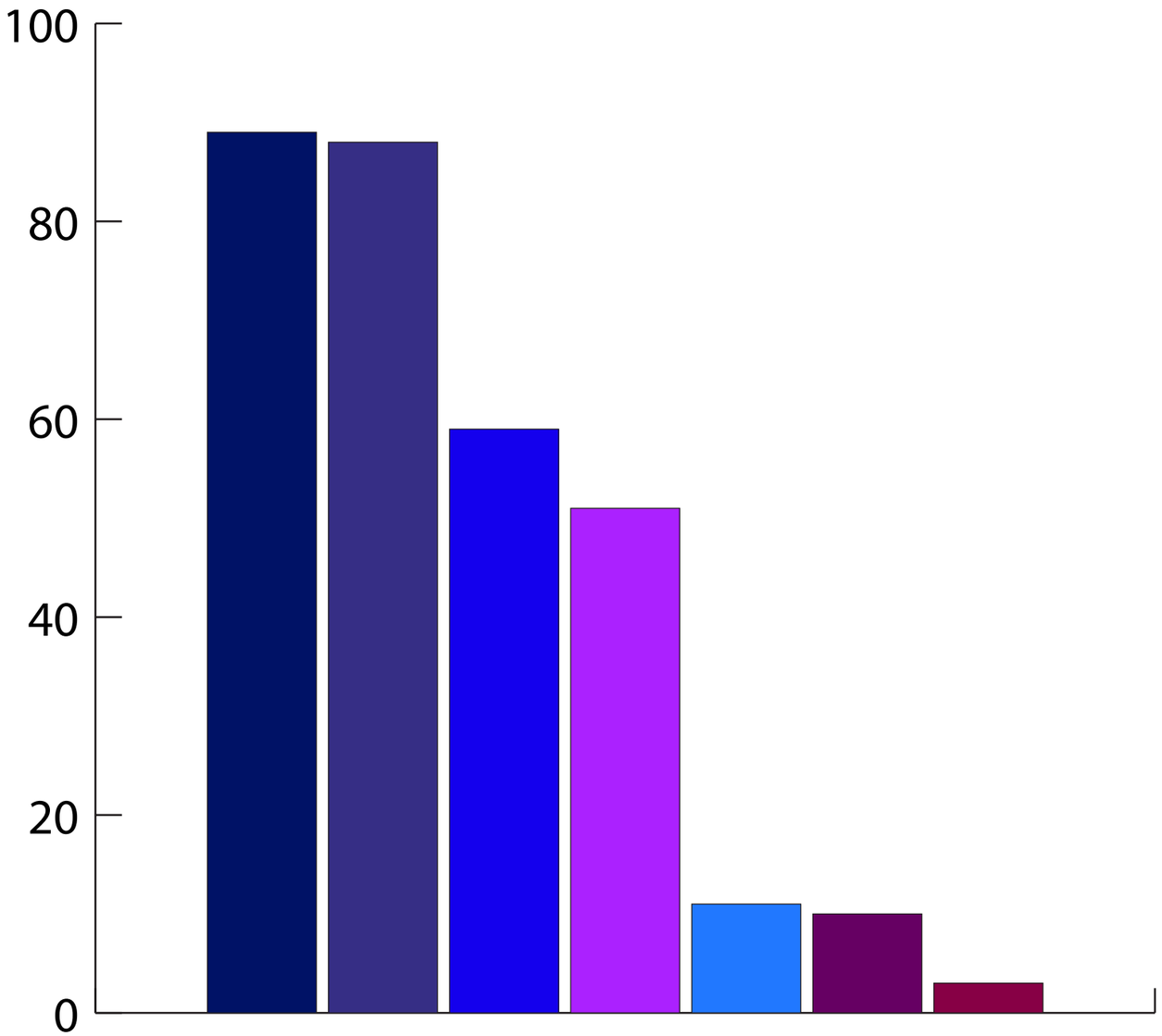
OFFICER NEUMANN IS ALSO RELIED UPON FOR SPECIAL EVENTS LIKE NATIONAL NIGHT OUT AND THE 4TH OF JULY PARADE.

THE TRAFFIC UNIT WROTE AND WAS AWARDED AN ADDITIONAL CA OTS GRANT FOR $45,000 TO CONTINUE TARGETED TRAFFIC ENFORCEMENT TO ADDRESS TRAFFIC ISSUES INVOLVING PEDESTRIANS, BICYCLES, MOTORCYCLES, AND DUI DRIVERS.

IN 2025, OFFICER TERRINI AND OFFICER SUTTON WERE RECOGNIZED BY MADD (MOTHERS AGAINST DRUNK DRIVING) FOR THEIR CONTRIBUTIONS TO GETTING IMPAIRED DRIVERS OFF THE STREET.

TRAFFIC UNIT

2025 TOP COLLISIONS BY: TYPE



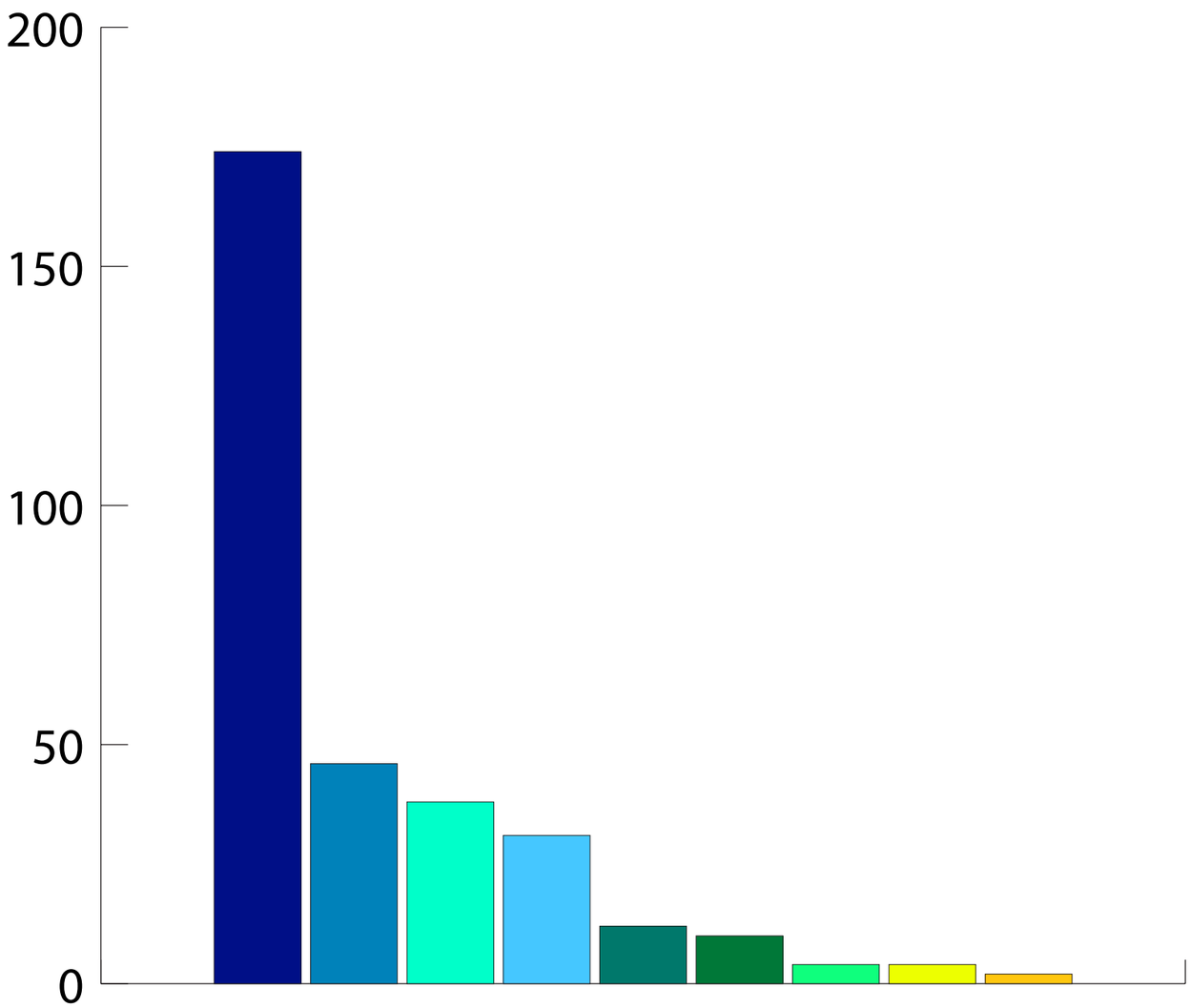
TOTAL COLLISIONS: 321

2025 TOP COLLISIONS BY: TYPE

Broadside	89
Rear-End	88
Sideswipe	59
Hit Object	51
Head-On	11
Veh-Ped	10
Overturned	3

TRAFFIC UNIT

2025 COLLISIONS BY: INVOLVED WITH



2025 COLLISIONS BY: INVOVLED WITH

Other Motor Veh	174
Parked Motor Veh	46
Fixed Object	38
Bicycle	31
Other Object	12
Pedestrian	10
Animal	4
Non-Collision	4
Veh on Other Roadway	2

SWAT/CRU

SLTPD'S CRISIS RESPONSE UNIT IS TASKED WITH HANDLING EVENTS WHICH EXCEED THE ABILITY OF NORMAL PATROL OFFICERS. THESE CAN INCLUDE A VARIETY OF HIGH-RISK EVENTS, AND PUBLIC SAFETY IS THE UNWAVERING PRIORITY OF THE CRU. THE CRISIS RESPONSE UNIT IS DIVIDED INTO TWO SYNERGISTIC BRANCHES: THE SPECIAL WEAPONS & TACTICS TEAM (SWAT) AND THE CRISIS NEGOTIATIONS TEAM (CNT). THE CNT FOCUSES ON COMMUNICATION WITH THE SUBJECT(S) WHILE THE SWAT TEAM HANDLES TACTICS AND STRATEGY. THE TWO BRANCHES FOCUS SIMULTANEOUSLY ON NONVIOLENT SURRENDER BUT MUST BE PREPARED FOR CRIMINALS WHO DECIDE NOT TO GIVE UP AND ARE WILLING TO ENDANGER HOSTAGES, BYSTANDERS, OFFICERS, OR THE PUBLIC. IN 2022, THE CRU HAS UNDERGONE RESTRUCTURING TO STAY STREAMLINED AND FACILITATE DECENTRALIZED COMMAND. IN 2024, THIS REORGANIZATION HAS PROVEN TO ENCOURAGE COMMUNICATION AND DEVELOP OPERATORS IN LEADERSHIP POSITIONS.

WITH THE BLESSING OF THE EL DORADO COUNTY MEDICAL DIRECTOR, OUR SWAT OPERATORS HAVE BEEN AUTHORIZED AND TRAINED TO PERFORM CERTAIN ADVANCED LIFE SUPPORT (ALS) SKILLS. THESE SKILLS, SUCH AS A NEEDLE CHEST DECOMPRESSION, ARE CRITICAL IN PROVIDING POINT-OF-CARE TREATMENT AT A HIGH STANDARD. OUR TACTICAL PARAMEDICS NOT ONLY PROVIDE MEDICAL CARE BUT HAVE ALSO SUCCESSFULLY COMPLETED BASIC SWAT SCHOOL, TACTICAL BREACHING AND SHOTGUN BREACHING SCHOOLS. THEY ARE UTILIZED FOR TEAM WELLNESS, HOSPITAL LIAISING, AND AEROMEDICAL ASSET INTERFACING. OUR ROBUST TEMS PROGRAM HAS BEEN THE SUBJECT OF MULTIPLE ARTICLES AND DISCUSSIONS IN NATIONAL-LEVEL COMBAT MEDICINE PANELS.

SWAT/CRU

MARINE UNIT

SLTPD'S MARINE UNIT OPERATES DURING THE SUMMER MONTHS, PROVIDING KEY PUBLIC SAFETY SERVICE ON THE LAKE. THE MARINE UNIT ENSURES THE SAFETY OF THE BOATING PUBLIC THROUGH CONTACTS WITH BOATERS, PADDLE BOARDERS, AND SWIMMERS. THEY PERFORM NUMEROUS RESPONSES TO BOATING ACCIDENTS, DROWNINGS, AND ASSIST WITH RESCUES. THEIR PRESENCE PROVIDES A MUCH NEEDED MEASURE OF SAFETY ON LAKE TAHOE.

ON JUNE 21, 2025, OUR MARINE OFFICERS RESPONDED TO A REPORT OF A CAPSIZED BOAT NEAR EMERALD BAY. THE WEATHER ON THE LAKE HAD TURNED EXTREMELY HAZARDOUS AND CAUSED SWELLS THAT NEARED 10 FEET. DESPITE THESE CONDITIONS, MARINE OFFICERS LANEY AND GIGANTE RESPONDED ANYWAY. WHILE SEVERAL PEOPLE FROM THE CAPSIZED BOAT LOST THEIR LIVES, OUR MARINE OFFICERS HELPED SAVE TWO PEOPLE. FOR THEIR EFFORTS, THEY WERE AWARDED THE MEDAL OF VALOR.

2025 MARINE UNIT STATS:

ENFORCEMENT

WEARABLE PFD CITES/WARNINGS: 177
FIRE EXTINGUISHERS CITES/WARNINGS: 47
BOATER SAFETY CARDS CITES/WARNINGS: 11
NEGLIGENT OPERATION CITES/WARNINGS: 86
REGISTRATION & NUMBERS CITES/WARNINGS: 17
QUAGGA MUSSEL STICKER CITES/WARNINGS: 10

SAFETY/RESUCE CALLS

BOAT INSPECTIONS: 137
PERSON ASSISTED: 179
VESSEL ASSISTED: 70
SEARCH & RESCUE: 26

SUPPORT DIVISION

LT. SCOTT CRIVELLI

SUPPORT DIVISION MESSAGE

OUR SUPPORT DIVISION CONSISITS OF TWO BRANCHES: DETECTIVES AND DISPATCH. THESE BRANCHES ARE VITIAL TO THE OVERALL SUCCESS OF THE DEPARTMENT.

DETECTIVES PROVIDE IN DEPTH INVESTIGATIONS ON OUR MOST COMPLICATED AND SERIOUS CASES.

DISPATCH IS OUR KEY PARTNER IN ASSISTING THOSE IN NEED. THEY ARE OFTEN OUR FIRST POINT OF CONTACT WITH THE PUBLIC. THEY HANDLE EVERTHING FROM A LOST WALLET TO LIFE AND DEATH CALLS FOR SERVICE.

DISPATCH

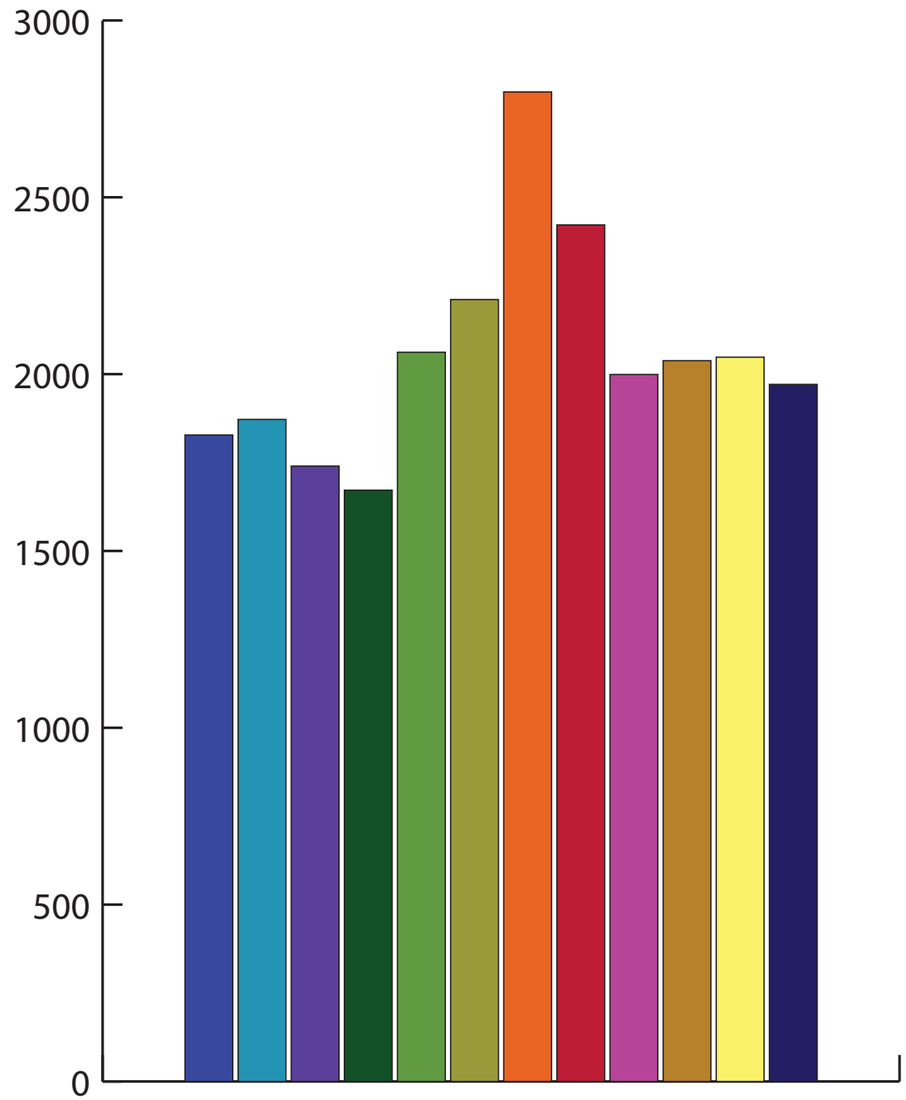
OUR JOINT DISPATCH CENTER IS THE HEART OF OUR OPERATIONS. OUR DISPATCHERS WORK TIRELESSLY TO PROVIDE THE QUALITY SERVICE WE VALUE IN OUR COMMUNITY. THEY ARE THE FRONT LINE OF OUR POLICE AND FIRE/EMERGENCY MEDICAL SERVICE (EMS) AND ARE THE FIRST TO MAKE CONTACT WITH PEOPLE IN NEED. ALL CALLS FOR POLICE, FIRE AND EMS SERVICES ARE ROUTED THROUGH OUR DISPATCH CENTER, FOR SOUTH LAKE TAHOE POLICE DEPARTMENT, SOUTH LAKE TAHOE FIRE RESCUE, LAKE VALLEY FIRE PROTECTION DISTRICT, CAL TAHOE JPA AMBULANCE, AND FALLEN LEAF FIRE DEPARTMENT.

DISPATCH SAW SOME UPDATES TO THE 911 CENTER IN 2025. WE GOT SOME NEW FLOORING THROUGHOUT AND MOVED SOME ESSENTIAL EQUIPMENT TO ACCOMMODATE CHANGES TO THE RADIO SYSTEM.

THIS WAS A BUSY YEAR FOR OUR CENTER, HANDLING CLOSE TO 53,000 PHONE CALLS. OUR DISPATCHERS WERE INVOLVED IN SEVERAL CRITICAL INCIDENTS IN 2025, INCLUDING THE TRAGIC FATAL BOAT INCIDENT IN JUNE. THOSE WHO WORKED THAT DAY WERE AWARDED MERITORIOUS SERVICE AWARDS FOR THEIR INCREDIBLE WORK DURING THE EVENT.

WE ARE ALMOST FULLY STAFFED AND LOOK FORWARD TO OUR LAST TRAINEES SUCCESSFULLY COMPLETING THE TRAINING PROGRAM. WHILE OUR STAFFING HAS BEEN LESS, SEVERAL OFFICERS HAVE STEPPED INTO OUR 911 CENTER AND LEARNED HOW TO DISPATCH. WE ARE ALWAYS GRATEFUL FOR THE HELP OF OUR OFFICERS AND ENJOY DISPATCHING ALONGSIDE THEM. WE CONTINUE TO PROVIDE EXCELLENT SERVICE TO THE COMMUNITY AND VISITORS OF SOUTH LAKE TAHOE.

2025 CALLS FOR SERVICE



January	1828
February	1872
March	1740
April	1672
May	2062
June	2211
July	2798
August	2422
September	1999
October	2038
November	2048
December	1971

TOTAL POLICE CALLS FOR SERIVCE: 24,661

DETECTIVE UNIT

DETECTIVE DIVISION ORGANIZATION & MISSION:
THE SLTPD'S DETECTIVE DIVISION IS TASKED WITH THE INVESTIGATION OF A WIDE ARRAY OF CRIMINAL OFFENSES. THE DIVISION HAS SIX DETECTIVES, EACH WITH A SPECIFIC SET OF CRIMES TO INVESTIGATE.

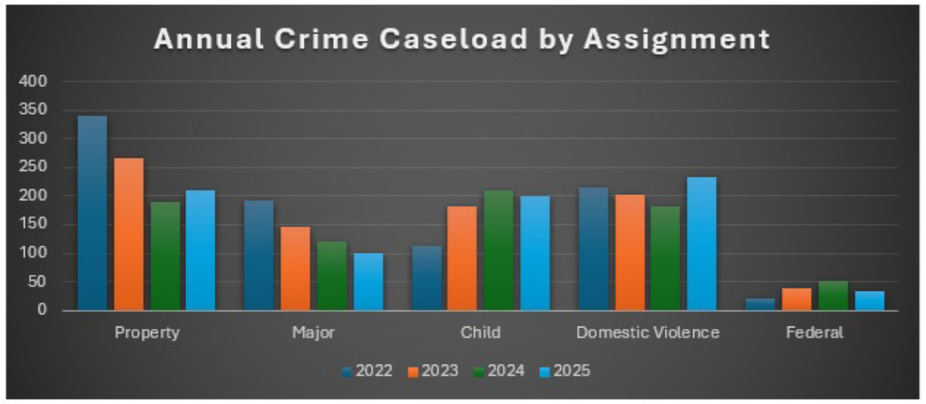
THERE ARE NO DETECTIVES WHO HANDLE A SINGLE TYPE OF CRIME; EACH DETECTIVE PARTICIPATES IN A LIST OF TASKS SPECIFIC TO THAT DETECTIVE'S ASSIGNED DESK. EACH DETECTIVE RECEIVES POST-APPROVED TRAINING RELEVANT TO HIS/HER DESK. FOR EXAMPLE, THE PROPERTY CRIMES DETECTIVE INVESTIGATES BURGLARIES, THEFT, SHOPLIFTING, IDENTITY THEFT, FRAUD, ONLINE SCAMS, VACATION HOME FRAUD, MARIJUANA CRIMES, GRAFFITI, ARSON TO PROPERTY, VANDALISM, AUTO THEFT, AND OTHER RELATED CRIMES. HE ALSO PARTICIPATES IN A NUMBER OF COMMUNITY BOARDS AND SERVES AS A RESOURCE FOR TRAINING AND LICENSING OF MARIJUANA COLLECTIVES. THIS WORKLOAD IS TYPICAL OF EACH DETECTIVE.

SIGNIFICANT CRIMES (SUCH AS OFFICER-INVOLVED SHOOTINGS, HOMICIDES, ETC) REQUIRE THE WORK OF THE ENTIRE DETECTIVE DIVISION; THEREFORE, EVERY DETECTIVE RECEIVES SPECIALIZED TRAINING IN HANDLING THOSE TYPES OF EVENTS.

ASIDE FROM INVESTIGATING CASES, DETECTIVES ALSO SERVE AS SUBJECT MATTER EXPERTS AND MENTORS FOR PATROL OFFICERS. IT IS A DAILY OCCURRENCE FOR PATROL OFFICERS TO COME INTO THE DETECTIVE DIVISION FOR ADVICE ON AN INVESTIGATION. CURRENTLY, THE DETECTIVE DIVISION'S STAFF ALSO HOLD COLLATERAL DUTIES ON SWAT, CRISIS NEGOTIATIONS TEAM, RADIO TEAM, SNIPER UNIT, AND MANY OTHER PART-TIME ASSIGNMENTS.

ON AVERAGE, 64 CASES ARE ACCEPTED BY THE DETECTIVE DIVISION EACH MONTH. THIS IS NOT REPRESENTATIVE OF THE RATE AT WHICH CRIMES ARE REPORTED TO THE SLTPD, NOR IS IT REPRESENTATIVE OF THE AMOUNT OF 911 CALLS RECEIVED BY THE JOINT DISPATCH CENTER. NOT ALL CASES REFERRED TO THE DETECTIVE DIVISION ARE ASSIGNED TO A DETECTIVE; A SUPERVISOR SCREENS AND TRIAGES EVERY REPORT TO DETERMINE THE MOST EFFICIENT AND APPROPRIATE INVESTIGATIVE STEPS WHILE STILL MAINTAINING THE DIVISION'S MISSION.

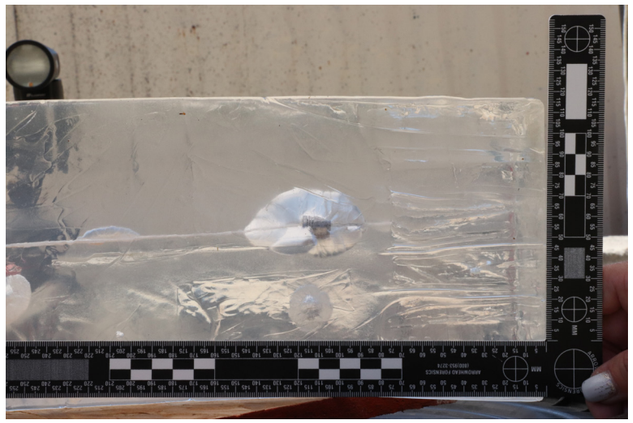
IT IS IMPORTANT TO RECOGNIZE THAT CASES DO NOT ARRIVE IN THE DETECTIVE DIVISION SOLELY FROM PATROL OFFICERS. FOR EXAMPLE, THE TASK FORCE OFFICER HAS FEDERAL CASES ASSIGNED BY THE FBI, THE CHILD CRIMES DETECTIVES HAVE CASES REFERRED BY CPS OR THE SCHOOL DISTRICT STAFF, INTERNET CRIMES AGAINST CHILDREN (ICAC) SENDS REPORTS OF CHILD PORNOGRAPHY/EXPLOITATION, AND THE DOMESTIC VIOLENCE DETECTIVE RECEIVES CASES FROM LOCAL PARTNERSHIPS (SUCH AS LIVE VIOLENCE FREE).



EVIDENCE DIVISION

THE DETECTIVE DIVISION ALSO EMPLOYS TWO EVIDENCE TECHNICIANS. IN 2024, ONE OF OUR TECHNICIANS LEFT THE DEPARTMENT, BUT WE HIRED A NEW TECHNICIAN IN EARLY 2025. UNLIKE MANY AGENCIES, THE SLTPD EVIDENCE TECHNICIANS DEPLOY INTO THE FIELD TO HANDLE CRIME SCENE PROCESSING, EVIDENCE COLLECTION, FORENSIC PHOTOGRAPHY AND OTHER DUTIES.

WHEN IN THE OFFICE, THE EVIDENCE TECHNICIANS PERFORM ANALYSIS AND ADVANCED TESTING ON A WIDE VARIETY OF EVIDENCE ITEMS. SOME OF THESE ADVANCED CAPABILITIES INCLUDE A VARIETY OF FINGERPRINT PROCESSING TECHNIQUES, DIGITAL PHOTO ENHANCEMENT, DETAILED PHOTOGRAPHY, HUMAN AND ANIMAL REMAINS COLLECTION, ALTERNATE LIGHT SOURCE (ALS) IMAGING, GUNSHOT RESIDE TESTING, WOUND PHOTOGRAPHY, ARSON EVIDENCE PROCESSING, DNA COLLECTION, AND MORE. BOTH EVIDENCE TECHNICIANS RECEIVE ONGOING TRAINING (BOTH POST AND NON-POST CERTIFIED) TO HONE THEIR SKILLS. THEY RESPOND AROUND THE CLOCK TO WORK ALONGSIDE THE CASE AGENT AND OTHER DETECTIVES.



ADMINISTRATIVE DIVSION

LT. DOUG SENTELL

THE ADMININSITRAVTIVE DIVISION CONSISTS OF RECORDS, COMMUNITY SERVICE OFFICERS, AND PARKING AMBASSADORS. THE DIVISION HANDLES A VARIETY OF SUPPORTING SERVICES FOR THE DEPARTMENT.

THE ADMIN LIEUTENANT HANDLES THE MYRIAD OF STATE-MANDATED REPORTING TASKS. HE IS ALSO TASKED WITH DUTIES RELATED TO RECORDS MAINTENANCE AND DESTRUCTION, TRAINING MANAGEMENT, POLICY UPDATES, AS WELL AS INTERNAL AFFAIRS INVESTIGATIONS.

THE RECORDS DIVISION IS INCORPORATED IN THE DIVISION. OUR PROFESSIONAL RECORDS PERSONNEL PROCESS ALL REPORTS AND PAPERWORK GENERATED BY OUR DEPARTMENT. THEY ASSIST CITIZENS AT OUR FRONT COUNTER, COLLECT AND COMPILE DATA, AND COMB THROUGH RECORDS WHEN ASSISTING PUBLIC RECORDS REQUESTS. THEY ALSO UPLOAD STATE-REQUIRED DATA ON A VARITEY OF STATISTICS MONTHLY AND ANNUALLY.

OUR CSO DIVISION HANDLES A LARGE SWATH OF QUALITY OF LIFE ISSUES FOR THE CITY. THESE RANGE FROM ABANDONED CARS TO VACATION HOME RENTAL ISSUES.

COMMUNITY SERVICE UNIT

THE COMMUNITY SERVICE OFFICERS ACT AS SUPPORT DIVISIONS TO THE SOUTH LAKE TAHOE POLICE DEPARTMENT AND OTHER DEPARTMENTS THROUGHOUT THE CITY SUCH AS BUILDING, DEVELOPMENT SERVICES, PUBLIC WORKS, PARKS & RECREATION, THE FIRE DEPARTMENT, ETC. ADDITIONALLY, THEY SUPPORT OTHER AGENCIES SUCH AS CLEAN TAHOE AND SOUTH TAHOE REFUSE BY FOLLOWING UP ON NUISANCES TO GAIN COMPLIANCE; WHETHER IT'S WITH IN PERSON CONTACT, NOTICES, OR ADMINISTRATIVE CITATIONS. IN ADDITION TO NUISANCE COMPLAINTS, THEY ALSO RESPOND TO ANY VACATION HOME RENTAL COMPLAINTS OR CONCERNS, PERMITTED OR NOT PERMITTED; THIS INCLUDES PROVIDING EDUCATION AND ISSUING ADMINISTRATIVE CITATIONS WHEN NECESSARY. OUR COMMUNITY SERVICE OFFICERS ARE TRAINED TO ENFORCE ANYTHING IN VIOLATION OF THE SOUTH LAKE TAHOE CITY CODE.

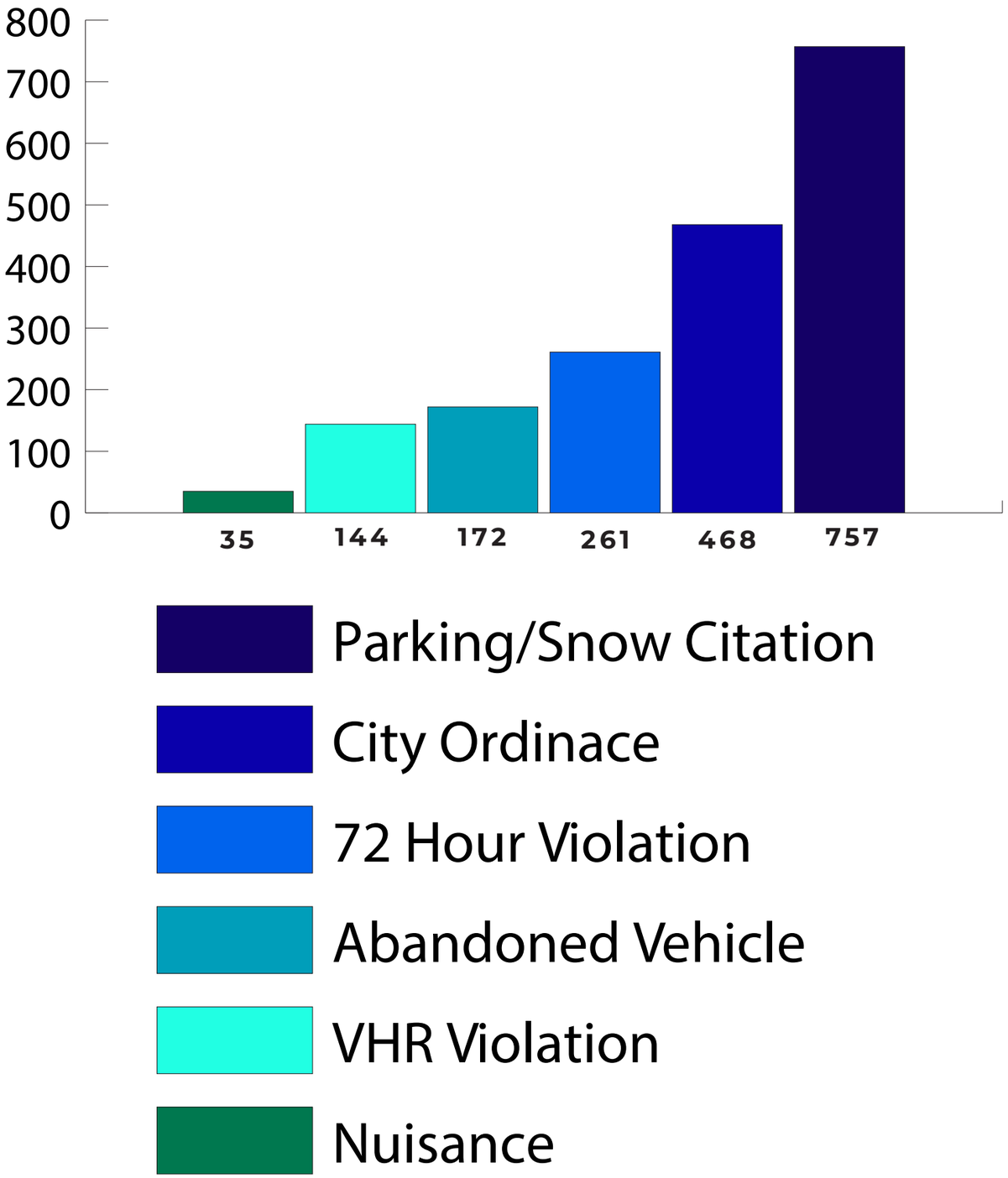
ASIDE FROM CODE ENFORCEMENT RELATED DUTIES, THE COMMUNITY SERVICE OFFICERS ACT AS SUPPORT TO POLICE AND FIRE BY MANAGING SCENES OF TRAFFIC COLLISIONS, AND ROAD OR LANE CLOSURES; ADDITIONALLY, THEY ASSIST WITH PARKING ENFORCEMENT, GRAFFITI REPORTS, FOUND PROPERTY, AND VEHICLE ABATEMENTS.

THE COMMUNITY SERVICES DIVISION IS SUPPORTED BY TWO ADMINISTRATIVE ASSISTANTS AND FOUR PARKING AMBASSADORS; OUR ADMINISTRATIVE ASSISTANTS PROVIDE FINGERPRINT SERVICES, MANAGE THE CITY'S PARKING GARAGE, OFFER ALARM, BUSINESS, MOBILE VENDING, MASSAGE, TAXI, AND SHORT-TERM RENTAL PERMITS. ONE OF OUR ADMINISTRATIVE ASSISTANTS IS OUR CODE COMPLIANCE INVESTIGATOR, WHO ISSUES AND RENEWS ALL SHORT-TERM RENTAL PERMITS. ADDITIONALLY, WHEN PROPERTIES ARE FOUND RENTING WITHOUT A PERMIT, OUR CODE COMPLIANCE INVESTIGATOR IS TRAINED TO ISSUE ADMINISTRATIVE CITATIONS. OUR PARKING AMBASSADORS PROVIDE EDUCATION TO THE PUBLIC ON ALLOWED PARKING AREAS AND RESTRICTED AREAS; THEY ALSO ISSUE PARKING CITATIONS WHEN NECESSARY AND OVERSEE THE CITY'S PARKING GARAGE WHICH IMPLEMENTED A NEW PAY AND TRACKING SYSTEM IN JUNE OF 2025.

ASIDE FROM THE CITATIONS ISSUED FOR VACATION HOME RENTAL VIOLATIONS, THE COMMUNITY SERVICES DIVISION ISSUED APPROXIMATELY 195 ADMINISTRATIVE CITATIONS IN 2025 FOR VIOLATIONS SUCH AS TRASH, NUISANCES, ABANDONED VEHICLES, ABANDONED BUILDINGS, ETC. ADDITIONALLY, THE COMMUNITY SERVICES DIVISION ISSUED APPROXIMATELY 6,555 CITATIONS FOR PARKING VIOLATIONS.

COMMUNITY SERVICE UNIT

2025 CALLS FOR SERVICE



COMMUNITY SERVICE UNIT

VHR ENFORCEMENT

IN 2025, MEASURE T, THE VOTER INITIATIVE THAT BARRED MOST VACATION HOME RENTALS (VHR) WAS OVERTURNED. THIS OPENED TO DOOR TO A LARGE NEW GROUP OF VHRS RETURNING TO THE CITY, AND WITH IT, MANAGEMENT OF THEM.

OUR CSO TEAM LEAD THE CHARGE. THEY ESTABLISHED THE APPLICATION PROCESS, APPROVALS, AND TOOK ON THE ENFORCEMENT OF THE RULES ESTABLISHED BY CITY COUNCIL.

THE TEAM REVIEWED 1,246 APPLICATIONS, ULTIMATELY APPROVING 529 NEW PERMITS.

OUR CSOS, WHO TEAMED UP WITH OTHER EMPLOYEES IN THE CITY, WERE NOMINATED FOR THE CITY'S SUGAR PINE AWARD FOR GOING ABOVE AND BEYOND IN THEIR ROLES. ULTIMATELY, THEY WON THE AWARD, AS IT WAS WELL EARNED.

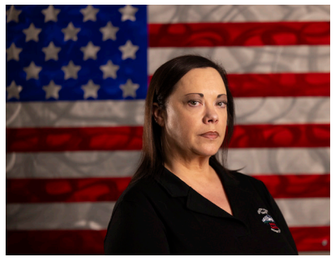
RECORDS UNIT

THE RECORDS DIVISION PLAYS A CRUCIAL ROLE WITHIN THE SOUTH LAKE TAHOE POLICE DEPARTMENT. ITS MISSION IS TO DELIVER EFFICIENT, COURTEOUS, AND PROFESSIONAL SUPPORT SERVICES TO BOTH THE PUBLIC AND THE DEPARTMENT.

THE RECORDS DIVISION FUNCTIONS AS A CENTRAL POINT OF CONTACT BETWEEN VARIOUS EL DORADO COUNTY AGENCIES SUCH AS THE DISTRICT ATTORNEY'S OFFICE, PROBATION DEPARTMENT, SHERIFF'S DEPARTMENT, CHILD PROTECTVE SERVICES AND THE EL DORADO COUNTY SUPERIOR COURT. AS WELL AS VARIOUS STATE DEPARTMENTS LIKE THE PAROLE DEPARTMENT, HIGHWAY PATROL, DEPARTMENT OF JUSTICE AMONST MANY OTHER AGENCIES BOTH IN STATE AND NATIONALLY.

THE RECORDS STAFF OFFERS A VARIETY OF SERVICES TO THE PUBLIC, INCLUDING REPORT REQUESTS, PUBLIC RECORDS ACT (PRA) REQUESTS, TOWED VEHICLE RELEASES, NON-EMERGENCY CALLS FOR SERVICE, U-VISA APPLICATIONS, IMMIGRATION CLEARANCE LETTERS, BACKGROUND CHECKS FOR LAW ENFORCEMENT EMPLOYMENT AND MUCH MORE.

IN 2025, THE RECORDS DIVISION TRANSMITTED 4,205 STOP DATA RECORDS TO THE RIPA (RACIAL AND IDENTITY PROFILING ACT) BOARD AND REPORTED 1,284 OFFENSES TO THE CIBRS (CALIFORNIA INCIDENT BASED REPORTING SYSTEM) DIVISION OF THE CALIFORNIA DEPARTMENT OF JUSTICE, ACHIEVING A 0.0% ERROR RATE. WE PROCESSED 15 U-VISA APPLICATIONS, 1,241 CITATIONS, 49 WARRANT ENTRIES, 98 ONLINE REPORTS, AND 1,142 CASES WERE SENT TO THE DISTRICT ATTORNEY'S OFFICE FOR REVIEW.



THANK YOU FOR ALL YOUR SUPPORT IN 2025! WE LOOK FORWARD TO A GREAT 2026!

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #:3

Agenda Item: Interlocal Contract and Joint Exercise of Powers Agreement with Douglas County, NV for Law Enforcement Mutual Aid

Executive Summary: The Interlocal Contract and Joint Exercise of Powers Agreement between Douglas County, NV and the City of South Lake Tahoe, CA is a memorandum of understanding between the Douglas County Sheriff's Office and the South Lake Tahoe Police Department. This Agreement authorizes a mutual aid response for law enforcement action and search and rescue. Additionally, the Agreement recognizes the authorities and obligations to the other.

Requested Action / Suggested Motions: Pass a Motion authorizing the Chief of Police to execute the Interlocal Contract and Joint Exercise of Powers Agreement with Douglas County, NV for Law Enforcement Mutual Aid.

Responsible Staff Member: Jeff Roberson, Chief of Police

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

Attachments:

01-Staff_Report-Interlocal_Contract_and_Joint_Exercise_of_Powers_Agreement.docx
02-Interlocal Contract and Joint Exercise of Powers Agreement.docx

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

Meeting Date: March 10, 2026

Title: Interlocal Contract and Joint Exercise of Powers Agreement between Douglas County, NV and the City of South Lake Tahoe, CA

Location: Citywide

Responsible Staff Member: Jeff Roberson, Chief of Police

Background: In May of 2004 the City of South Lake Tahoe entered into an interagency contract, the Interlocal Contract between Douglas County, NV and the City of South Lake Tahoe, CA.

This contract represents the mutual aid agreement between the Douglas County Sheriff's Office and the South Lake Tahoe Police Department.

This agreement acknowledged our shared border and the intermittent need to assist the other agency with law enforcement action and search and rescue needs. Specifics on insurance and indemnification are addressed as well as operational details for incidents such as use of force by a local officer in the another's jurisdiction.

This agreement was amended in 2014 to remove the requirement that mutual aid be requested by an officer of the rank sergeant or higher. This change allowed for "any authorized employee of either jurisdiction" to request mutual aid. Both agencies found this amendment experientially favorable because of operational realities.

Summarily, the single modification to the 2014 agreement in this current proposal is modification to the expiration date. This agreement is effective, retroactively to January 1, 2026 and automatically renews annually unless terminated by either party.

Issue and Discussion: Both the Douglas County Sheriff's Office and the South Lake Tahoe Police Department recognize that the other agency is likely to be the quickest and most reliable resource for a law enforcement event, particularly in the Stateline area. This contract codifies that understanding and the commitment of each agency to the other.

The command staff of each agency has reviewed this contract with the benefit of past successful collaboration, particularly on unplanned emergency events and incidents.

The command staff of the South Lake Tahoe Police Department recommend adopting this contract. As stated previously, this contract is effective January 1, 2026, and automatically renews annually unless terminated by either party.

Financial Implications: There is no cost to the city to extend this Interlocal Contract and Joint Exercise of Powers Agreement.

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

Policy Implications: This agreement supports City Strategic Priority Three: Ensure Public Safety.

INTERLOCAL CONTRACT AND JOINT EXERCISE OF POWERS AGREEMENT BEWTEEN DOUGLAS COUNTY SHERIFF'S OFFICE, NEVADA And CITY OF SOUTH LAKE TAHOE POLICE DEPARTMENT, CALIFORNIA

WHEREAS, Douglas County is a political subdivision of the State of Nevada; and

WHEREAS, City of South Lake Tahoe is a political subdivision of the State of California; and

WHEREAS, Douglas County and City of South Lake Tahoe share a common border; and

WHEREAS, it is in the best interest of both jurisdictions and their residents to mutually share law enforcement resources on an as-needed basis; and

WHEREAS, Nevada Revised Statutes Section 277.180 (1) and the California Government Code Joint Exercise of Powers Act Section 6500, allows public agencies to contract with other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized to perform; and

WHEREAS, the City of South Lake Tahoe and Douglas County are public agencies as defined in Nevada Revised Statutes Section 277.100 and both agencies oversee law enforcement agencies in their jurisdictions;

NOW THEREFORE, Douglas County and City of South Lake Tahoe agree as follows:

1. **Terms and Termination of Agreement.** This agreement shall retroactively commence on January 01, 2026, and will automatically renew on an annual basis thereafter unless earlier terminated by the parties. Either party may terminate this agreement at any time, without cause, by providing the other party with at least 30 days' written notice.

2. **Services To Be Provided.** Upon request of either public agency, the other agency will provide law enforcement and/or search and rescue assistance. The request must be made by an authorized employee of either jurisdiction. The request will be honored by the responding agency unless the responding agency determines in its sole discretion that providing assistance will unreasonably deplete or diminish the levels of law enforcement services required in the responding jurisdiction or will endanger the residents of the responding jurisdiction.

3. **Agent of Requesting Agency.** Any personnel involved in responding to a request for assistance in the other jurisdiction shall be considered as an agent of the party requesting aid and that requesting agency shall hold the assisting agency and personnel harmless from all claims, liabilities and demands arising out of their reasonable activity within the scope of the request for assistance. The responding personnel shall report to the requesting agency and will, for the purposes of this contract, report to the command staff of the requesting agency. For the purposes of this contract, responding personnel shall be entitled to exercise all necessary

powers as that of the requesting agency's personnel.

4. **Workman's Compensation Insurance.** Each party to this agreement shall bear their own workman's compensation liability and costs for any injuries sustained by the party's personnel arising out of the performance of this contract.

5. **Insurance.** The Parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance in compliance with applicable Nevada and California law.

6. **Indemnification & Joint Defense of Third Party Claims.** It is not the intention of this contract to affect the legal liability of either the City of South Lake Tahoe or Douglas County by imposing any standard of care other than the standard of care imposed by law. City of South Lake Tahoe and Douglas County also agree that each party to this agreement shall fully indemnify and hold harmless the other party from any damage or liability occurring by reason of any negligent act or omission of it or its respective officers or employees. The parties to this contract shall jointly defend any action brought by a third party, whether in law or equity, which arises from this agreement. Should a dispute arise over apportionment of liability to a third party or a dispute between parties concerning the contract, any such action shall be heard in a court with jurisdiction over the site of the incident which created the dispute.

7. **Use of Force or Officer-Involved Traffic Accidents.**
If an on-duty officer from one jurisdiction is involved in a use of force incident or traffic accident in the other jurisdiction, the following procedures shall apply:

   a. The agency of the involved officer shall provide a minimum of one supervisor or investigator to work with the investigating agency.
   b. The agency of the involved officer may interact and assist with the investigating agency, but will not attempt to influence the course or outcome of the investigation.
   c. Nothing under the terms of this contract will prohibit the jurisdiction in which the incident occurred from requesting assistance from other agencies, including agencies associated with the federal government.

8. **Entire Contract - Partial Invalidity.**
This contract constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the City of South Lake Tahoe Police Department and Douglas County Sheriff. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions.

9. **Construction of Contract.** This contract shall be construed and interpreted according to the laws of the State in which the act or omission occurred. The contract will be reasonably construed to effectuate the intent of both parties. As both parties have been represented by counsel, no presumptions shall arise from the identity of the drafter.

10. **Notice.** Any notices required under the terms of this contract shall be made by

either U.S. mail or by hand delivery to the following:

Douglas County Sheriff's Office
P.O. Box 218
Minden, NV 89423

South Lake Tahoe Police Dept.
1352 Johnson Blvd.,
South Lake Tahoe, CA 96150

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed.

On Behalf of City of South Lake Tahoe Police Department:

Dated this _____ day of _____, 202___

By: _____
Chief of Police, South Lake Tahoe Police Department, California

On Behalf of Douglas County:

Dated this _____ day of _____, 202___

By: _____
Sheriff, Douglas County, Nevada

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 4

Agenda Item: 2025 Annual Report and 2026 Ordinance Renewal for Military Equipment Use (AB 481)

Executive Summary: This is the AB 481 "Military Equipment" annual report for calendar year 2025, and the 2026 policy/ordinance renewal as required by law.

Requested Action / Suggested Motions: Pass a Resolution accepting receipt of the “AB 481 2025 Annual Report” and 2026 approval for renewing Ordinance 2022-1163, “Adoption of ‘Military Equipment’ Use Policy” and approval of updated "equipment list."

Responsible Staff Member: Jeff Roberson, Chief of Police

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

Attachments:

01 - STAFF REPORT - AB 481 Annual Report 2026.docx
02 - AB 481 Annual Report Jan 2026 (Exh. A to Reso).docx
03 - Equipment List Jan 2026 (Exh. B to Reso).docx
04 - Resolution - AB 481.docx
05 - City Council Ordinance No. 2022-1163 - Military Equipment Use.pdf

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

Meeting Date: March 10, 2026

Title: AB 481 Annual Report and Ordinance Renewal

Location: Citywide

Responsible Staff Members: Nick Carlquist, Detective – SWAT Sergeant

Background: The Military Equipment Use Act, AB 481, requires the Police Department to produce an annual report to City Council for the previous calendar year. The act also requires the City Council to annually review the ordinance, and based on the annual report, vote on whether to renew it.

Issue and Discussion: The attached AB 481 annual report is for calendar year 2025 and is being presented to the City Council at a regular meeting as required by Government Code 7072(a). The report is required to contain specific elements including:

- GC 7072(a)(1): A summary of how the military equipment was used and the purpose of its use.
- GC 7072(a)(2): A summary of any complaints or concerns received concerning the military equipment.
- GC 7072(a)(3): The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- GC 7072(a)(4): The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- GC 7072(a)(5): The quantity possessed for each type of military equipment.
- GC 7072(a)(6): If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

AB 481 requires City Council to annually review and vote to renew the ordinance at a regular meeting. The vote to renew the ordinance is based on City Council's finding that the equipment in the annual report complied with the standards in GC 7071(d) which states the equipment:

- Is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- Use policy will safeguard the public's welfare, safety, civil rights, and civil liberties
- Is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- Prior use (before the AB 481 ordinance was passed) complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the

accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

- And the policy has been made available on the Police Departments website.

This action would renew City of South Lake Tahoe Ordinace 2022-1163, the “Adoption of ‘Military Equipment’ Use Policy” and approval of updates “equipment list”.

Financial Implications: All costs associated with the equipment as listed in the annual report are within previously allocated FY 2025/2026 budget.

Environmental Considerations: The proposed action is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: The AB 481 annual report and ordinance renewal is consistent with the AB 481 ordinance and policy which was approved by City Council on May 3, 2022.

AB 481 Annual Report 2025
South Lake Tahoe Police Department

This is the South Lake Tahoe Police Department's AB 481 annual report as required by Government Code 7072(a). The report is required to contain specific elements including:

- GC 7072(a)(1): A summary of how the military equipment was used and the purpose of its use.
- GC 7072(a)(2): A summary of any complaints or concerns received concerning the military equipment.
- GC 7072(a)(3): The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- GC 7072(a)(4): The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- GC 7072(a)(5): The quantity possessed for each type of military equipment.
- GC 7072(a)(6): If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The following report is for items listed in the South Lake Tahoe Police Department's AB 481 policy.

Unmanned, remotely piloted, powered aerial vehicles:

A.	GC 7072(a)(1)	The SLTPD has three UAVs which were utilized as follows in 2025: *Aerial search for wanted suspect. (Avata)* *Aerial intelligence for armed, barricaded subject. (Avata)* *Aerial intelligence for armed, barricaded subject. (Matrice)* *Aerial intelligence to locate explosive device. (Matrice)* *Aerial search for arson suspect. (Avata)* The SLTPD may occasionally request UAVs with additional capabilities from allied agencies for use in the South Lake Tahoe city limits.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints or concerns regarding the use of these items.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	*Maintenance:* There have been no ongoing maintenance costs with use of UAVs. *Training:* The SLTPD spent $350 in 2025 on training for UAV operators. *Purchase:* The SLTPD purchased two new UAVs in 2025: DJI Matrice $15,114 DJI Mini 4 $1,249
E.	GC 7072(a)(5)	The SLTPD has three UAVs.
F.	GC 7072(a)(6)	The SLTPD has no plans to purchase additional UAVs in the next calendar year.

Unmanned, remotely piloted, powered ground vehicles:

A.	GC 7072(a)(1)	The PakBot 510 was used 2 times during trainings. It was not used during any tactical operations. The PakBot robot was displayed during one community relations event.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints or concerns regarding the use of these items.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	No maintenance or upgrades were performed. There were no additional robots purchased. No costs were incurred regarding these items. There is currently no maintenance cost, as this item is non-functioning and awaiting return to the military.
E.	GC 7072(a)(5)	The SLTPD possesses 1 remote-controlled robot, a PakBot 510.
F.	GC 7072(a)(6)	The SLTPD does not anticipate the purchase of any new robots in the next calendar year.

Armored Vehicles or Mine Resistant, Armor Protected vehicles - NaviStar International MaxxPro:

A.	GC 7072(a)(1)	The MRAP was utilized three times during tactical operations. It was used to provide protection while apprehending suspects. It was utilized for three community events. The MRAP was used four times during trainings, and three times during community outreach events. The SLTPD occasionally may need to request mutual aid assistance from outside agencies utilizing armored vehicles during large or complex crises.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints or concerns regarding the use of these items.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding its use.
D.	GC 7072(a)(4)	*Maintenance Costs:* None. *Fuel Costs:* $150.
E.	GC 7072(a)(5)	The SLTPD possesses 1 armored vehicle and plans to purchase one new armored vehicle (refer to previous PAC and City Council presentations).

Command and Control Vehicles – 2006 Ford TC550 Box Truck Mobile Command Vehicle (MCV)

A.	GC 7072(a)(1)	The Mobile Command Vehicle was used once in 2025. It was deployed to the scene of a SWAT mission to apprehend a barricaded and armed subject.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of this vehicle.

C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding its use.
D.	GC 7072(a)(4)	*Maintenance Cost:* There is an ongoing radio upgrade project which has rendered the vehicle inoperable during most of 2024 and 2025. Its use was strictly for shelter in snowy conditions. *Fuel Cost:* None.
E.	GC 7072(a)(5)	The SLTPD possesses 1 mobile command vehicle.

Battering rams, slugs and breaching apparatuses that are explosive in nature

A.	GC 7072(a)(1)	These items were not utilized during the past calendar year. The SLTPD has an existing MOU with the Tahoe-Douglas Bomb Squad in the event explosive ordinance assistance is required in the South Lake Tahoe city limits. The SLTPD SWAT Team conducted one trainings with the TDBS in 2025.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of these items.
C.	GC 7072(a)(3)	There were no internal audits, policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	No costs were incurred regarding these items.
E.	GC 7072(a)(5)	The SLTPD does not possess any of these items.
F.	GC 7072(a)(6)	The SLTPD does not intend to purchase any of these items.

Distractionary Devices ("Flashbang" grenades)

A.	GC 7072(a)(1)	These items were utilized 12 times (3 during tactical operations, 9 during trainings). No devices were disposed of for malfunctions or failure to pass safety inspections.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of these items.
C.	GC 7072(a)(3)	The above use was within policy and examined during a debrief following the incident. There were no policy violations or disciplinary actions taken regarding their use.
D.	GC 7072(a)(4)	During 2025, 12 devices were used at a cost of $492 ($41 per device).
E.	GC 7072(a)(5)	The SLTPD currently possesses 23 distractionary devices. and attempts to maintain a minimum inventory of 30 devices.
F.	GC 7072(a)(6)	The SLTPD intends to purchase distractionary devices during 2026 to maintain 30 devices in our inventory. Cost of these devices varies based on model and availability but is around $40-45 per device.

Chemical Agents and Smoke canisters

A.	GC 7072(a)(1)	Chemical agent canisters were not used during tactical operations in 2025. Chemical agents were used once during trainings. One colored smoke canister was used in training during a simulated citizen rescue.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of these items.
C.	GC 7072(a)(3)	There were no policy violations or disciplinary actions taken regarding the use of these items. During training, use of force and agency policy were reviewed.
D.	GC 7072(a)(4)	During 2025, trainings were conducted by SWAT for citizen rescue, chemical agent administration, emergency medical care and barricade operations. These trainings were conducted by Chemical Agent Instructors. During these trainings, the following canisters were used at a cost of $164: 1 DefTec Flameless Tri-Chamber CS 2 DefTec Riot Control CS 1 DefTec CO_2 CS
E.	GC 7072(a)(5)	36 DefTec Flameless Tri-Chamber CS 20 DefTec Riot Control CS 22 DefTec CO_2 CS 2 DefTec Maximum HC Smoke
F.	GC 7072(a)(6)	The Police Department intends to purchase these items as needed to maintain inventory of 30 canisters of each type. Individual cost per canister can vary depending on vendor and availability.

40mm Launchers and Rounds

A.	GC 7072(a)(1)	These items were brought to crisis scenes multiple times by patrol and SWAT officers during the last calendar year. However, the items were only used once (by the SWAT team during a standoff with an attempted barricaded suspect). The launchers were used two times during trainings and certifications and were displayed and discussed with citizen during three community outreach events.
B.	GC 7072(a)(2)	The SLTPD did not receive any complaints regarding the use of these items.
C.	GC 7072(a)(3)	There were no policy violations or disciplinary actions taken regarding the use of these items.
D.	GC 7072(a)(4)	During these trainings use of force and agency policy were reviewed, and 9 impact rounds were used ($180).
E.	GC 7072(a)(5)	1 DefTec LMT single-shot launcher 2 Milkor Less-lethal Multilaunchers 26 DefTec #6325 Exact Impact sponge rounds 34 DefTec #6320 Liquid OC rounds 32 DefTec #2292 CS rounds

12 DefTec #6282 Spede-Heat CS rounds
14 DefTec #1069 Skat Shell CS rounds

F. GC 7072(a)(6) The Police Department intends to purchase rounds listed above as needed to maintain an inventory of 30 rounds of each type. Like canisters, rounds can vary in cost depending on mode, availability and vendor.

List of Qualifying Equipment

SLTPD Policy 705

705.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the South Lake Tahoe Police Department.

1 **Unmanned, remotely piloted, powered aerial vehicles**

A.	Quantity	3
B.	Cost	DJI Avata: $589 DJI Matrice 4TD: $15,114 DJI Mini 4 Pro: $1,249
C.	General Description	Unmanned, remotely controlled, video-equipped flying platforms.
D.	Manufacturer's Description	*DJI Avata:* Compact and lightweight, DJI Avata is nimble in tight spaces. Every aspect of its design was made for you to be bold. The built-in propeller guard means that if Avata comes into contact with an object, it can bounce back, stay in the air, and can keep on flying. *DJI Matrice:* DJI Matrice 4TD pairs advanced thermal imaging with multi-lens optical cameras for complete situational awareness. IP55-rated and flight-tested at -30°C to 50°C with up to 54 minutes of operation, it excels in industrial or public safety missions. Combine with DJI Dock 3 for automated deployment and real-time data insights. *DJI Mini 4:* The DJI Mini 4 Pro is a lightweight (under 249g), compact camera drone packed with features for creators, offering 4K/60fps HDR video, omnidirectional obstacle sensing, ActiveTrack 360°, extended flight time (34 min standard), and long-range O4 video transmission (20km), all while being user-friendly and requiring minimal registration in many regions, making it ideal for on-the-go aerial photography and videography.
E.	Capabilities & Purpose	Drones perform various critical tasks. The most applicable to law enforcement operations is the ability to collect video from an elevated position, which is necessary to locate missing persons, gather information during a natural disaster or critical incident, locate evidence, and provide leaders with real-time information when facing a crisis. Drones can be used to gather information during floods, fires, earthquakes, etc. and there is no substitute for their capabilities in the air.
F.	Authorized Use	Only persons trained in the use of drones should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	5-10 years
H.	Fiscal Impact	Little to no maintenance cost. UAS operators are expected to complete specific training courses costing about $350 per pilot.
I.	Training	SLTPD Drone Operators undergo in-house training and log all flight hours. They also undergo FAA online training as well as FAA Part 107 certification to become licensed UAV pilots.

J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as drones only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

2 **Unmanned, remotely piloted, powered ground vehicles** – PakBot 510

A.	Quantity	1 (inoperable)
B.	Cost	PakBot 510: $77,000 (acquired from military free of charge)
C.	General Description	Unmanned, remotely controlled vehicles typically equipped with audio and/or video capability.
D.	Manufacturer's Description	The PakBot is a man-transportable robot that performs a variety of functions. The robot climbs most stairs, navigates narrow passages and relays real-time audio/video while the operator can remain at a safe distance. The PakBot arm lifts up to 40 lbs. It is deployable by a single person in less than two minutes.
E.	Capabilities & Purpose	This robot allows situational intelligence including audio/video without exposing personnel to imminent risk, whether it be from a natural disaster or suspect(s). The robot is almost exclusively used by the SWAT team during high-risk missions to ensure the safety of officers, civilians and suspects. This allows operators to learn the location/appearance/etc of a suspect without risking an armed confrontation. The PakBot does currently not have a two-way communications system to communicate with suspects with the intention of de-escalating situations and improving negotiations. The PakBot has an articulable arm used for opening doors, moving objects or delivering items during a crisis.
F.	Authorized Use	Only persons trained on the PakBot should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	5-10 years
H.	Fiscal Impact	There is currently no maintenance cost, as this item is non-functioning and awaiting return to the military.
I.	Training	All SWAT operators receive in-service training on the device when appointed to the SWAT team.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as robots only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

3 **Armored Vehicles or Mine Resistant, Armor Protected vehicles -** NaviStar International MaxxPro

A.	Quantity	1
B.	Cost	$750,000, acquired from the military in 2013 free of charge with the exception of travel costs.
C.	General Description	Vehicles designed to protect occupants from gunfire and/or explosions.
D.	Manufacturer's Description	The MaxxPro MRAP is an armored vehicle that seats 6-8 personnel and allows for rescue of injured or endangered persons. It can stop various projectiles, which provides for greater safety to citizens and officers beyond the protection of personally worn body armor.
E.	Capabilities & Purpose	This is the only vehicle in the department's possession which stops large caliber gunfire and provides protection from explosives. It is the only vehicle capable of transporting officers or citizens safely through danger areas. This vehicle provides the ability for Crisis Negotiators and SWAT team members to safely approach, observe, communicate and operate during high-risk assignments. Uses of this vehicle have included high-risk warrant service, armed suicidal subjects, and armed and barricaded felony dangerous suspects. It has also been used at many community engagement events. There are no weapons attached to this vehicle. The top of the vehicle has a rotating, armored area that can be used as an elevated platform for negotiators and operators to more safely contact dangerous and armed suspects while attempting to de-escalate and resolve a crisis.
F.	Authorized Use	The use of armored vehicles shall only be authorized by an Incident Commander or SWAT team leader and based upon the specific circumstances of a given incident. Armored vehicles shall only be used by officers trained in their operation and in a manner consistent with department policy and training. This vehicle may be used at special and/or community engagement events with approval of the Chief of Police or SWAT Team Leader.
G.	Expected Lifespan	Approximately 10-15 years.
H.	Fiscal Impact	Annual maintenance cost of about $5,000. This vehicle is built on a common truck chassis and City Mechanics perform service and maintenance.
I.	Training	All SWAT operators receive formalized in-service training on this vehicle, its capabilities and limitations, and its appearance to the community when appointed to the SWAT team. Officers or Firefighters assigned to the SWAT team or officers (with a Class B license) drive this vehicle unless it needs to be deployed during an emergency.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use armored vehicles only in a manner that protects the public's welfare, safety, civil rights, and adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are

approved for use in the City of South Lake Tahoe during a mutual aid event.

4 **Command and Control Vehicles** – 2006 Ford TC550 Box Truck Mobile Command Vehicle (MCV)

A.	Quantity	1.
B.	Cost	$159,684.
C.	General Description	A vehicle designed to house equipment and resources for the use of commanders to organize, oversee and address an incident.
D.	Manufacturer's Description	Not available, as this vehicle was custom built. This vehicle is used as a mobile field office that provides shelter, access to Department computer systems, and food/water during extended events.
E.	Capabilities & Purpose	The MCV was purchased by the City through a grant in 2007. The MCV can be utilized for critical incidents, preplanned events, searching for missing persons, natural disasters and tactical operations. This vehicle houses a bank of radios and a CAD console for dispatchers. This vehicle facilitates a remote command post for various events such as SnowGlobe, New Year's Eve, Fourth of July, widespread power outages, and wildfires (Like the Caldor or Tamarack fires). It gives the SLTPD a redundant dispatch center during a crisis.
F.	Authorized Use	Only persons trained on the use of the MCV should operate this vehicle. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander. Typically, a dispatcher or supervisor drives the MCV to the command post during an event. Situations in which the MCV would be authorized for use may include, but are not limited to, critical incidents, emergencies, natural disasters, tactical crises or community engagement events.
G.	Expected Lifespan	For the MCV, a 15-20 year lifespan on the chassis and vehicle structure. Radios and IT systems need upgrades and software maintenance.
H.	Fiscal Impact	Annual maintenance and fuel costs are minimal.
I.	Training	All MCV drivers are licensed and become familiarized with the vehicle's deployment capabilities before driving (including computers and radios).
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use the Mobile Command Vehicle only in a manner that respects the privacy of our community, adheres to state and federal law, and to provide for the safety of our community.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

5 **Battering rams, slugs and breaching apparatuses that are explosive in nature**

A.	Quantity	Zero

B.	Cost	Not Applicable.
C.	General Description	Devices designed to defeat locking mechanisms and fortifications.
D.	Manufacturer's Description	Varies based upon item.
E.	Capabilities & Purpose	The SLTPD has no items in this category. No SLTPD vehicles have affixed rams or breaching apparatuses. During complex and high-risk SWAT missions, however, the SWAT team has requested mutual aid from the Tahoe-Douglas Bomb Squad for breaching purposes. Explosive breaching is a failsafe, rapid method for gaining access to a fortified or barricaded position. The method is important for certain high-risk events such as rescuing hostages or preventing complete barricading by a dangerous subject.
F.	Authorized Use	Explosive breaching is only used at the direction of the SWAT Team Leader or Incident Commander, with input from the Bomb Squad Commander, and only in specific circumstances.
G.	Expected Lifespan	Varies based upon item; not maintained by the SLTPD.
H.	Fiscal Impact	None.
I.	Training	These items are only deployed and utilized by trained EOD personnel with the Douglas County Bomb Squad.
J.	Legal and Procedural Rules	Breaching shall only be performed in a manner consistent with state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

6 **Distractionary Devices ("Flashbang" grenades)**

A.	Quantity	27
B.	Cost	$40-45 per device.
C.	General Description	Devices which deflagrate to produce a flash of light and loud, concussive noise.
D.	Manufacturer's Description	A non-bursting, non-fragmenting multi-use device that produces a thunderous bang with an intense bright light. Ideal for distracting and disorienting dangerous suspects during assaults, hostage rescue, room entry or other high-risk situations. At 5 feet away, these devices create a sound at 162 decibels (for reference, fireworks are 140 decibels).
E.	Capabilities & Purpose	A distraction device is an important tool for distracting suspects during assaults, hostage rescue, room entry and other high-risk situations. The SWAT team has also used these devices to deter aggressive animals and prevent use of force. These devices produce a short term (4-8 second) period of disorientation to the suspect, which facilitates the safe entry of SWAT personnel into a dangerous situation. These devices do not explode or create

shrapnel, nor are they designed to wound or hurt a subject. They can create an opportunity for officers to use less-lethal options rather than lethal force.

F. Authorized Use

Diversionary Devices shall only be used:

- By SWAT personnel who have been trained on their use
- In tactical situations
- In situations where there may be extreme risk to officers
- In situations where their use would enhance officer safety or the safety of the public
- Addressing potentially dangerous animals
- During demonstrations or community outreach events

G. Expected Lifespan

5 years

H. Fiscal Impact

No annual maintenance. The SWAT Team maintains a minimum inventory of 30 distractionary devices to maintain readiness for a response to a crisis.

I. Training

Prior to use, officers must attend a diversionary device training conducted by POST-certified instructors.

J. Legal and Procedural Rules

It is the policy of the SLTPD that only SWAT operators use distractionary devices, and they must be used in a manner consistent with state and federal law.

K. Mutual Aid

Qualifying equipment in this category used by other agencies that are providing mutual aid to this department or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

7 **Chemical Agents and Smoke canisters**

A. Quantity

36 DefTec Flameless Tri-Chamber CS
20 DefTec Riot Control CS
22 DefTec CO_2 CS
2 DefTec Maximum HC Smoke

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 30 canisters of each type.

B. Cost

DefTec Flameless Tri-Chamber CS - $41 per canister.
DefTec Riot Control CS - $48 per canister.
DefTec CO_2-Powered Flameless CS - $41 per canister
DefTec Maximum HC Smoke - $40 per canister.

C. General Description

Canisters designed to deliver a payload of chemical agent for a variety of less-lethal situations.

D. Manufacturer's Description

DefTec #1032 Flameless Tri-Chamber CS canister:
The design of the Tri-Chamber Canister allows the canister to burn within an internal can and disperse the chemical agent safely with reduced risk of fire. The canister is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This canister will deliver approximately 0.7 oz of agent during its 20-30 second burn time. The Tri-Chamber Flameless Canister can be used in crowd control as well as tactical situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. The purpose of the Tri-Chamber Flameless

Canister is to minimize the risk to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Canister offers the option of delivering a pyrotechnic chemical device indoors, while minimizing or negating the chance of fire to the structure.

DefTec #1082 Riot Control CS canister:
The Riot Control CS canister is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.

DefTec #2042 CO_2-Powered Flameless CS canister:
The CS Flameless Expulsion Canister is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnic grenades, this device's contents are expelled upon actuation of a CO_2 cartridge that will affect a confined area of approximately 1500 square feet. This canister is 7.5 inches by 1.65 inches and delivers approximately 0.16 oz of active agent during its 3-second discharge time.

DefTec #1069 Maximum HC Smoke canister:
The Military-Style Maximum Smoke canister comes from the Defense Technology #3 smoke canister. It is a slow burning, high volume, continuous discharge canister designed for outdoor use in crowd management situations. Emits red or yellow smoke for approximately 1.5 to 2 minutes.

E. Capabilities & Purpose

The department maintains an inventory of chemical agents to be used in various tactical emergencies. These are one of many various less-lethal and de-escalation options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed below are launched as a projectile; the munitions listed in this section are hand-delivered canisters.

F. Authorized Use

Situations for use of the less lethal weapons systems may include, but are not limited, to:

- Dangerous or combative individuals
- Riots, civil unrest, hostile crowds
- Circumstances where a tactical advantage can be obtained
- Potentially dangerous animals
- Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force
- Training exercises or community outreach events

G. Expected Lifespan

5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

Sworn members utilizing chemical agents are trained in their use by POST-certified less-lethal instructors. Ongoing training with these devices is conducted on an annual basis, if not more frequently.

J. Legal and Procedural Rules

Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).

K. Mutual Aid

Qualifying equipment in this category used by other agencies that are providing mutual aid to this department or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

8 **40mm Launchers and Rounds**

A. Quantity

1 DefTec LMT single-shot launcher
2 Milkor Less-lethal Multilaunchers
26 DefTec #6325 Exact Impact sponge rounds
34 DefTec #6320 Liquid OC rounds
32 DefTec #2292 CS rounds
12 DefTec #6282 Spede-Heat CS rounds
14 DefTec #1069 Skat Shell CS rounds

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 30 rounds of each type.

B. Cost

DefTec launchers: $1,000 per launcher.
MilKor multi-launcher: $5,160.
DefTec #6325 Exact Impact sponge rounds: $20
DefTec #6320 Liquid OC rounds: $23
DefTec #2292 CS rounds: $22
DefTec #6282 Spede-Heat CS rounds: $30
DefTec #1069 Skat Shell CS rounds: $28

C. General Description

40mm Launcher: A class of devices designed to launch rounds 40mm in diameter

40mm Round: A class of low-velocity rounds designed for use in less-lethal situations

D. Manufacturer's Description

DefTec launcher:
The 40mm Single-Shot launcher is a single-shot launcher that features an expandable stock and a light rail. It will fire standard 40mm less lethal munitions up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round to varied distances and is only authorized to be used by approved and trained personnel.

MilKor M32A1 40mm multi-launcher:
The M32A1 is a handheld, gas plug operating, semi-automatic, revolving action, 40mm multi-shot grenade launcher (MSGL). The MilKor, USA 40mm MSGL is the highest quality, safest and most high performing 40mm MSGL on the market domestically and internationally.

DefTec #6325 Exact Impact Sponge round:
A less-lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm canister launcher with a rifled barrel at 325 fps. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Exact Impact sponge round provides accurate and effective performance when fired from the

approved distance of not less than five (5) feet and as far as 131 feet from the target.

DefTec #2260 Ferret Liquid Barricade round:
A less-lethal 40mm round designed to penetrate barriers such as windows, hollow-core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside a structure or vehicle. In a tactical deployment situation, the 40mm ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

DefTec #6182 Spede-Heat CS Short Range round:
The Spede-Heat CS short-range munition delivers one chemical canister of CS agent from a 40mm launcher up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement or to route a crowd.

DefTec #6172 Skat-Shell CS round:
The Skat-Shell round is a 40mm round designed to deliver multiple canisters of a chemical agent from a 40mm launcher. It is designed for outdoor use and has fire-producing capabilities with a maximum range of 80-100 yards. The Skat-Shell is widely used as a crowd management tool for the rapid and broad deployment of a chemical agent by a singer grenadier. The Skat-Shell contains four separate and smaller munitions.

E. Capabilities & Purpose

The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed here are launched as a projectile; the munitions listed in the previous section are hand-delivered.

F. Authorized Use

Situations for use of the less lethal weapons systems may include, but are not limited, to:

- Dangerous or combative individuals
- Riots, civil unrest, hostile crowds
- Circumstances where a tactical advantage can be obtained
- Potentially dangerous animals
- Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force
- Training exercises or community outreach events

G. Expected Lifespan

Launchers: 15 years.
Rounds: 5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST-certified less-lethal instructors. In-service training is conducted on an annual basis (if not more frequent).

J.	Legal and Procedural Rules	Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

Resolution 2026- XXX

Adopted by the City of South Lake Tahoe
City Council

March 10, 2026

Approving Receipt of the "AB 481 2024 Annual Report" and Renewal of Ordinance 2022-1163, "Adoption of 'Military Equipment' Use Policy" Including Updated Equipment List

BACKGROUND

A. The City Council adopted Ordinance 2022-1163 on May 3, 2022 titled "Adoption of 'Military Equipment' Use Policy" as required by California AB 481 which included a policy and equipment list.

B. AB 481 requires an annual report be submitted to City Council documenting specific items for the equipment during the previous calendar year, and the 2025 annual report has been submitted today for City Council review.

C. AB 481 requires City Council annually review and vote whether to renew the ordinance at a regularly scheduled meeting based on findings the equipment in the annual report has complied with the requirements of GC 7071(d).

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

1. Finds the above recitals are true, correct, and a substantive part of this resolution.

2. Has received and filed the attached "02 - AB 481 Annual Report Jan 2026" and attached "Equipment List Jan 2026" (Exh. A) and finds based on the report the equipment has complied with GC 7071(d).

3. Approves the renewal of City Ordinance 2022-1163 including updated South Lake Tahoe Police Department Policy (Section 705) and updated "Equipment List" attached hereto (Exh. B) and incorporated by reference.

Adopted by the City of South Lake Tahoe City Council on March 10, 2026 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date: _____
Cody Bass, 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.

Ordinance 2022-1163

Adopted by the City of South Lake Tahoe City Council

May 3, 2022

Adoption of "Military Equipment" Use Policy

BACKGROUND

A. Assembly Bill 481: "Military Equipment: Funding, Acquisition, and Use" was passed by the State September 30, 2021.

B. AB 481 Requires the City Council review and approve by ordinance a publicly available "military equipment use policy" prior to the Police Department obtaining any new equipment and/or continued use of existing equipment.

C. AB 481 Requires the adoption of a military equipment use policy by ordinance by the City Council be made at a regular scheduled City Council meeting, and the proposed equipment policy be posted on the Police Department's web page at least 30 days prior to the scheduled meeting. Staff posted the proposed policy on the Police Department's web page on March 1, 2022.

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

SECTION 1 The South Lake Tahoe Police Department "Military Equipment Use" policy is hereby approved as designated in Attachments "03 Policy" and "04 Equipment List" attached hereto and incorporated by reference.

SECTION 2 The "military equipment" is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

SECTION 3 The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

SECTION 4 Purchased equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

SECTION 5 Prior military equipment use complied with the military equipment use policy that was in effect at the time.

SECTION 6 The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law, including being made publicly available on the Police Department's website for as long as the military equipment is available for use.

SECTION 4 This ordinance shall become effective thirty (30) days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on May 3, 2022 by the following vote:

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (May 4, 2022 10:04 PDT)

Date: May 4, 2022

Devin Middlebrook, Mayor

Attest:

Sue Blankenship (May 3, 2022 15:52 PDT)

Susan Blankenship, City Clerk

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

First Reading: April 5, 2022
Published: April 8, 2022
Second Reading: May 3, 2022
Effective: June 2, 2022

Policy 706: Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The City Council for the City of South Lake Tahoe.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons and ammunition of less than .50 caliber that are issued to officers.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the South Lake Tahoe Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 COMPLIANCE, OVERSIGHT, AND SANCTIONS FOR VIOLATIONS

The mechanism to ensure compliance with this policy is established by adoption of and adherence to this policy. The City Council has independent oversight authority of this policy as established herein. As applicable and legally enforceable, violations of this policy will be subject to sanctions as established in this policy and/or as described in existing South Lake Tahoe Police Department policy 340 “Standards of Conduct” and policy 340.5 “Causes for Discipline” (Government Code § 7070(d)(6)).

706.31 COMPLAINTS, CONCERNS, OR QUESTIONS

Members of the public may register complaints, concerns, or questions about the use of each specific type of military equipment directly to the Chief of Police by phone, email, or in person. The Chief of

Police (or their designee) shall respond to each complaint, concern, or question by phone, email, or in person in a timely manner. These contacts shall be documented in writing with a summary of the complaint, concern, or question and retained by the Chief of Police (or their designee) to be included in the annual report as described below (Government Code § 7072(a)(2)).

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the South Lake Tahoe Police Department: See attachment "03 – Equipment List" which is attached hereto and incorporated into this policy by reference.

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting this military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department's website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

a. Requesting military equipment made available pursuant to 10 USC § 2576a.
b. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of the City of South Lake Tahoe.
e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
g. Acquiring military equipment through any means not provided by this paragraph.

Any final military equipment use policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

706.7 ANNUAL REPORT AND ORDINANCE RENEWAL

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

The City Council shall review this military equipment use policy ordinance at least annually and vote on whether to renew the ordinance or not at a regularly scheduled City Council meeting.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the funding, acquisition, or use of military equipment.

List of Qualifying Equipment

SLTPD Policy 706

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the South Lake Tahoe Police Department.

1 **Unmanned, remotely piloted, powered aerial vehicles**

A.	Quantity	Zero. (Included for mutual aid purposes)
B.	Cost	Varies by manufacturer.
C.	General Description	Unmanned, remotely controlled, video-equipped flying platforms.
D.	Manufacturer's Description	Varies by manufacturer.
E.	Capabilities & Purpose	Drones perform various critical tasks. The most applicable to law enforcement operations is the ability to collect video from an elevated position, which is necessary to locate missing persons, gather information during a natural disaster or critical incident, locate evidence, and provide leaders with real-time information when facing a crisis. Drones can be used to gather information during floods, fires, earthquakes, etc. and there is no substitute for their capabilities in the air.
F.	Authorized Use	Only persons trained on the use of drones should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	Varies by manufacturer.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the device.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as drones only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

2 **Unmanned, remotely piloted, powered ground vehicles** – PakBot 510 and Avatar II

A.	Quantity	2.
B.	Cost	PakBot 510: $77,000 (acquired from military free of charge) Avatar II: $12,000.
C.	General Description	Unmanned, remotely controlled vehicles typically equipped with audio and/or video capability.
D.	Manufacturer's Description	PakBot 510:

		The PakBot is a man-transportable robot that performs a variety of functions. The robot climbs most stairs, navigates narrow passages and relays real-time audio/video while the operator can remain at a safe distance. The PakBot arm lifts up to 40 lbs. It is deployable by a single person in less than two minutes. Avatar II: The Avatar II robot can be hand carried or transported inside a rucksack, and can be remotely operated, providing protection and safety to the operator. The Avatar has two cameras; one forward-facing and one which rotates.
E.	Capabilities & Purpose	These robots allow situational intelligence including audio/video without exposing personnel to imminent risk, whether it be from a natural disaster or suspect(s). The robots are almost exclusively used by the SWAT team during high-risk missions to ensure the safety of officers, civilians and suspects. They allow operators to learn the location/appearance/etc of a suspect without risking an armed confrontation. The Avatar II has a two-way communications system which has been used to communicate with suspects, allowing officers to de-escalate situations and improves the team's ability to negotiate. The PakBot has an articulable arm used for opening doors, moving objects or delivering items during a crisis.
F.	Authorized Use	Only persons trained on the Avatar II and PakBot should operate this equipment. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	8-10 years for both robots.
H.	Fiscal Impact	Annual maintenance and battery replacement cost is about $1,000 for both robots.
I.	Training	All SWAT operators receive in-service training on the devices when appointed to the SWAT team.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use information-gathering devices such as robots only in a manner that respects the privacy of our community, adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

3 **Armored Vehicles or Mine Resistant, Armor Protected vehicles -** NaviStar International MaxxPro

A.	Quantity	1.
B.	Cost	$750,000, acquired from the military in 2013 free of charge with the exception of travel costs.
C.	General Description	Vehicles designed to protect occupants from gunfire and/or explosions.
D.	Manufacturer's Description	The MaxxPro MRAP is an armored vehicle that seats 6-8 personnel and allows for rescue of injured or endangered persons. It can stop various projectiles, which provides for greater safety to citizens and officers beyond the protection of personally worn body armor.

E.	Capabilities & Purpose	This is the only vehicle in the department's possession which stops large caliber gunfire and provides protection from explosives. It is the only vehicle capable of transporting officers or citizens safely through danger areas. This vehicle provides the ability for Crisis Negotiators and SWAT team members to safely approach, observe, communicate and operate during high-risk assignments. Uses of this vehicle have included high-risk warrant service, armed suicidal subjects, and armed and barricaded felony dangerous suspects. It has also been used at many community engagement events. There are no weapons attached to this vehicle. The top of the vehicle has a rotating, armored area that can be used as an elevated platform for negotiators and operators to more safely contact dangerous and armed suspects while attempting to de-escalate and resolve a crisis.
F.	Authorized Use	The use of armored vehicles shall only be authorized by an Incident Commander or SWAT team leader and based upon the specific circumstances of a given incident. Armored vehicles shall only be used by officers trained in their operation and in a manner consistent with department policy and training. This vehicle may be used at special and/or community engagement events with approval of the Chief of Police.
G.	Expected Lifespan	Approximately 25 years.
H.	Fiscal Impact	Annual maintenance cost of about $5,000. This vehicle is built on a common truck chassis and City Mechanics service it.
I.	Training	All SWAT operators receive formalized in-service training on this vehicle, its capabilities and limitations, and its appearance to the community when appointed to the SWAT team. Firefighters assigned to the SWAT team (with a Class B license) drive this vehicle unless it needs to be deployed during an emergency.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use armored vehicles only in a manner that protects the public's welfare, safety, civil rights, and adheres to state and federal law, and to aid in the successful resolution of a crisis.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

4 **High Mobility, Multi-Wheeled Vehicles (Hummers)**

A.	Quantity	2. (These vehicles are not operational and are being returned to the military)
B.	Cost	Approximately $120,000 per vehicle, both acquired free of charge from the military.
C.	General Description	A rugged, four-wheeled vehicle with all-terrain/off-road capabilities.
D.	Manufacturer's Description	Varies by manufacturer and style. A Hummer is a four-wheeled vehicle that can be highly customized.

E.	Capabilities & Purpose	Both Hummers were acquired for the SLTPD SWAT Team. They are not in use, as they were mechanically defunct. One was outfitted as a medical vehicle to be used by SWAT paramedics in the event an officer, civilian or suspect is injured. It housed medical equipment and spare supplies such as radios and rural equipment so it could be deployed during extended-range missions where the team had little to no backup or support. The second Hummer was intended for the Crisis Negotiation Team, as negotiators have no dedicated vehicle in which to operate or carry equipment (such as throw phones, PA systems, recording equipment, etc) to communicate with a suspect during a crisis. This would have allowed negotiators a safe place to perform de-escalation efforts in a tactical environment. Although the vehicles acquired by the SLTPD are being returned to the military, Hummers are a common SWAT vehicle and other surrounding agencies may have uniquely configured vehicles for specialized purposes. For example, Hummers can be outfitted with a Mobile Adjustable Ramp System (MARS) to rescue persons from second or third stories during an emergency.
F.	Authorized Use	These vehicles are not in use. Use in a tactical situation would have been established by a SWAT Team Leader or Incident Commander.
G.	Expected Lifespan	About 10-15 years.
H.	Fiscal Impact	Little to no maintenance cost.
I.	Training	Training would vary depending on the capability and model of the vehicle.
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use SWAT vehicles only when licensed and while adhering to state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

5 **Command and Control Vehicles** – 2006 Ford TC550 Box Truck Mobile Command Vehicle (MCV)

A.	Quantity	1.
B.	Cost	$159,684.
C.	General Description	A vehicle designed to house equipment and resources for the use of commanders to organize, oversee and address an incident.
D.	Manufacturer's Description	Not available, as this vehicle was custom built. This vehicle is used as a mobile field office that provides shelter, access to Department computer systems, and food/water during extended events.
E.	Capabilities & Purpose	The MCV was purchased by the City through a grant in 2007. The MCV can be utilized for critical incidents, preplanned events, searching for missing persons, natural disasters and tactical operations.

		This vehicle houses a bank of radios and a CAD console for dispatchers. This vehicle facilitates a remote command post for various events such as SnowGlobe, widespread power outages, and Wild Fires (Like Caldor). It gives the SLTPD a redundant dispatch center during a crisis.
F.	Authorized Use	Only persons trained on the use of the MCV should operate this vehicle. Use in a tactical situation would be established by a SWAT Team Leader or Incident Commander. Typically, a dispatcher or supervisor drives the MCV to the command post during an event. Situations in which the MCV would be authorized for use may include, but are not limited to, critical incidents, emergencies, natural disasters, tactical crises or community engagement events.
G.	Expected Lifespan	For the MCV, a 20 year lifespan on the chassis and vehicle structure. Radios and IT systems occasionally need upgrades and software maintenance.
H.	Fiscal Impact	Annual maintenance cost is minimal.
I.	Training	All MCV drivers are licensed and become familiarized with the vehicle's deployment capabilities before driving (including computers and radios).
J.	Legal and Procedural Rules	It is the policy of the SLTPD to use the Mobile Command Vehicle only in a manner that respects the privacy of our community, adheres to state and federal law, and to provide for the safety of our community.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the city of South Lake Tahoe during a mutual aid event.

6 **Battering rams, slugs and breaching apparatuses that are explosive in nature**

A.	Quantity	Zero.
B.	Cost	Not Applicable.
C.	General Description	Devices designed to defeat locking mechanisms and fortifications.
D.	Manufacturer's Description	Varies based upon item.
E.	Capabilities & Purpose	The SLTPD has no items in this category. No SLTPD vehicles have affixed rams or breaching apparatuses. During complex and high-risk SWAT missions, however, the SWAT team has requested mutual aid from the Tahoe-Douglas Bomb Squad for breaching purposes. Explosive breaching is a failsafe, rapid method for gaining access to a fortified or barricaded position. The method is important for certain high-risk events such as rescuing hostages or preventing complete barricading by a dangerous subject.
F.	Authorized Use	Explosive breaching is only used at the direction of the SWAT Team Leader or Incident Commander, with input from the Bomb Squad Commander, and only in specific circumstances.
G.	Expected Lifespan	Varies based upon item; not maintained by the SLTPD.

H.	Fiscal Impact	None.
I.	Training	These items are only deployed and utilized by trained EOD personnel with the Douglas County Bomb Squad.
J.	Legal and Procedural Rules	Breaching shall only be performed in a manner consistent with state and federal law.
K.	Mutual Aid	Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

7 **Distractionary Devices ("Flashbang" grenades)**

A.	Quantity	36.
B.	Cost	$25 per device.
C.	General Description	Devices which deflagrate to produce a flash of light and loud, concussive noise.
D.	Manufacturer's Description	A non-bursting, non-fragmenting multi-use device that produces a thunderous bang with an intense bright light. Ideal for distracting and disorienting dangerous suspects during assaults, hostage rescue, room entry or other high-risk situations. At 5 feet away, these devices create a sound at 162 decibels (for reference, fireworks are 140 decibels).
E.	Capabilities & Purpose	A distraction device is an important tool for distracting suspects during assaults, hostage rescue, room entry and other high-risk situations. The SWAT team has also used these devices to deter aggressive animals and prevent use of force. These devices produce a short term (4-8 second) period of disorientation to the suspect, which facilitates the safe entry of SWAT personnel into a dangerous situation. These devices do not explode or create shrapnel, nor are they designed to wound or hurt a subject. They can create an opportunity for officers to use less-lethal options rather than lethal force.
F.	Authorized Use	Diversionary Devices shall only be used: • By SWAT personnel who have been trained on their use • In tactical situations • In situations where there may be extreme risk to officers • In situations where their use would enhance officer safety or the safety of the public • Addressing potentially dangerous animals • During demonstrations or community outreach events
G.	Expected Lifespan	Until used.
H.	Fiscal Impact	No annual maintenance. The SWAT Team maintains a minimum inventory of 30 distractionary devices to maintain readiness for a response to a crisis.
I.	Training	Prior to use, officers must attend a diversionary device training conducted by POST-certified instructors.

J. Legal and Procedural Rules — It is the policy of the SLTPD that only SWAT operators use distractionary devices, and they must be used in a manner consistent with state and federal law.

K. Mutual Aid — Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

8 **Chemical Agents and Smoke canisters**

A. Quantity

7 DefTec Flameless Tri-Chamber CS.
20 DefTec Flameless Expulsion CS.
18 DefTec Flameless Expulsion OC.
20 DefTec Maximum HC Smoke.

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 20 canisters of each type.

B. Cost

DefTec Flameless Tri-Chamber CS - $45 per canister.
DefTec Flameless Expulsion CS - $48 per canister.
DefTec Flameless Expulsion OC - $49 per canister.
DefTec Maximum HC Smoke - $38 per canister.

C. General Description

Canisters designed to deliver a payload of chemical agent for a variety of less-lethal situations.

D. Manufacturer's Description

DefTec #1032 Flameless Tri-Chamber CS canister:
The design of the Tri-Chamber Canister allows the canister to burn within an internal can and disperse the chemical agent safely with reduced risk of fire. The canister is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This canister will deliver approximately 0.7 oz of agent during its 20-30 second burn time. The Tri-Chamber Flameless Canister can be used in crowd control as well as tactical situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. The purpose of the Tri-Chamber Flameless Canister is to minimize the risk to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Canister offers the option of delivering a pyrotechnic chemical device indoors, while minimizing or negating the chance of fire to the structure.

DefTec #1082 Flameless Expulsion CS canister:
The CS Flameless Expulsion Canister is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical canisters, this device's contents are expelled upon actuation of a CO_2 cartridge that will affect a confined area of approximately 1500 square feet. This canister is 7.5 inches by 1.65 inches and delivers approximately 0.16 oz of active agent during its 3-second discharge time.

DefTec #2040 Flameless Expulsion OC canister:
The OC Flameless Expulsion Canister is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical canisters, this device's contents are expelled upon actuation of a CO_2 cartridge that will affect a confined area of approximately 1500 square feet. This canister is 7.5 inches by 1.65

inches and delivers approximately 0.16 oz of active agent during its 3-second discharge time.

DefTec #1069 Maximum HC Smoke canister:
The Military-Style Maximum Smoke canister comes from the Defense Technology #3 smoke canister. It is a slow burning, high volume, continuous discharge canister designed for outdoor use in crowd management situations. Emits red or yellow smoke for approximately 1.5 to 2 minutes.

E. Capabilities & Purpose

The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed below are launched as a projectile; the munitions listed in this section are hand-delivered canisters.

F. Authorized Use

Situations for use of the less lethal weapons systems may include, but are not limited, to:

- Dangerous or combative individuals
- Riots, civil unrest, hostile crowds
- Circumstances where a tactical advantage can be obtained
- Potentially dangerous animals
- Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force
- Training exercises or community outreach events

G. Expected Lifespan

5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

Sworn members utilizing chemical agents are trained in their use by POST-certified less-lethal instructors.

J. Legal and Procedural Rules

Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).

K. Mutual Aid

Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

9 **40mm Launchers and Rounds**

A. Quantity

2 DefTec LMT single-shot launchers.
1 MilKor Multi-launcher.
50 Exact Impact rounds.
25 Liquid Barricade rounds.
14 Spede-Heat rounds.
16 Skat Shell rounds.

Because inventory varies depending on operational and training use, a minimum inventory is maintained of 30 rounds of each type.

B.	Cost	DefTec launchers: $1,000 per launcher. MilKor multi-launcher: $4,265. Exact Impact rounds: $18 per round. Liquid barricade rounds: $23 per round. Spede-Heat rounds: $30 per round. Skat-Shell rounds: $28 per round.
C.	General Description	40mm Launcher: A class of devices designed to launch rounds 40mm in diameter 40mm Round: A class of low-velocity rounds designed for use in less-lethal situations
D.	Manufacturer's Description	DefTec launcher: The 40mm Single-Shot launcher is a single-shot launcher that features an expandable stock and a light rail. It will fire standard 40mm less lethal munitions up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round to varied distances and is only authorized to be used by approved and trained personnel. MilKor M32A1 40mm multi-launcher: The M32A1 is a handheld, gas plug operating, semi-automatic, revolving action, 40mm multi-shot grenade launcher (MSGL). The MilKor, USA 40mm MSGL is the highest quality, safest and most high performing 40mm MSGL on the market domestically and internationally. DefTec #6325 Exact Impact Sponge round: A less-lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm canister launcher with a rifled barrel at 325 fps. The 30-gram foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Exact Impact sponge round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target. DefTec #2260 Ferret Liquid Barricade round: A less-lethal 40mm round designed to penetrate barriers such as windows, hollow-core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside a structure or vehicle. In a tactical deployment situation, the 40mm ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. DefTec #6182 Spede-Heat CS Short Range round: The Spede-Heat CS short-range munition delivers one chemical canister of CS agent from a 40mm launcher up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement or to route a crowd. DefTec #6172 Skat-Shell CS round: The Skat-Shell round is a 40mm round designed to deliver multiple canisters of a chemical agent from a 40mm launcher. It is designed for outdoor use and has fire-producing capabilities with a maximum range of 80-100 yards. The Skat-Shell is widely used as a crowd

management tool for the rapid and broad deployment of a chemical agent by a singer grenadier. The Skat-Shell contains four separate and smaller munitions.

E. Capabilities & Purpose

The department maintains a cache of chemical agents to be used in various tactical situations. These are one of many various less-lethal options that the SWAT team employs. While these agents are referred to as gasses, they are actually dispersed particulates similar to powder or smoke. These are used mainly to dislodge dangerous subjects from barricaded positions and are the second most common reason for suspect surrender in the SLTPD SWAT team's history (the first reason being long-term, tactical negotiations). The munitions listed here are launched as a projectile; the munitions listed in the previous section are hand-delivered.

F. Authorized Use

Situations for use of the less lethal weapons systems may include, but are not limited, to:

- Dangerous or combative individuals
- Riots, civil unrest, hostile crowds
- Circumstances where a tactical advantage can be obtained
- Potentially dangerous animals
- Situations where the use of less lethal weapons may limit escalation or prevent use of deadly force
- Training exercises or community outreach events

G. Expected Lifespan

Launchers: 15 years.
Rounds: 5 years from manufacture date.

H. Fiscal Impact

Little to no maintenance cost.

I. Training

Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST-certified less-lethal instructors.

J. Legal and Procedural Rules

Use of these items is established under SWAT policy, as well as SLTPD Policy 300 et seq, various Use of Force state laws and federal laws. They are used only for official law enforcement purposes (including public demonstrations and educational purposes).

K. Mutual Aid

Qualifying equipment in this category used by other agencies that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective AB 481 policy. By adopting this policy, these items are approved for use in the City of South Lake Tahoe during a mutual aid event.

ORD 2022-1163 Military Equipment use

Final Audit Report 2022-05-04

Created:	2022-05-03
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoG5UZ3qKehzQkwvA0CfDnFrnjffFo6bc

"ORD 2022-1163 Military Equipment use" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-05-03 - 10:28:10 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2022-05-03 - 10:28:58 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2022-05-03 - 10:52:20 PM GMT- IP address: 128.92.136.146

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-05-03 - 10:52:30 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Devin Middlebrook (dmiddlebrook@cityofslt.us) for signature
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2022-05-04 - 5:03:47 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-05-04 - 5:04:23 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.
2022-05-04 - 5:04:23 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #:5

Agenda Item: Disposition of Information Technology Surplus Property

Executive Summary: The Information Technology (IT) Division has identified equipment listed in Exhibit A that has reached the end of its serviceable lifecycle or is no longer suitable for municipal use. In accordance with the Cityâ€™s Preserving Capital Investments Policy, City Council approval is required to declare these items as surplus and authorize their disposal. Replacement equipment is funded through the General Fund on an as-needed basis.

Requested Action / Suggested Motions: Pass a Resolution declaring certain Information Technology equipment listed in Exhibit A as surplus and authorizing disposal in accordance with City policy.

Responsible Staff Member: Sebastian Knapp, Information Technology Manager and Olga Tikhomirova, Director of Finance

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

Attachments:

01-Staff Report IT Surplus.docx
02-Resolution IT Surplus Property.docx
03-Exhibit A-IT Surplus Property List.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: March 10th, 2026

Title: Information Technology (IT) Surplus Property

Location: Citywide

Responsible Staff Members: Sebastian Knapp, Information Technology Manager
Olga Tikhomirova, Director of Finance

Background: The Information Technology Division has reviewed the attached list of surplus items and determined that they have reached the end of their serviceable lifecycle or are no longer repairable. In accordance with the adopted Surplus Property Policy, items that have minimal or no remaining value for municipal use may be declared surplus and disposed of appropriately.

Issue and Discussion: All data storage devices will be physically destroyed to ensure that confidential, financial, and Personally Identifiable Information (PII) is permanently unrecoverable. Any data required for retention will be transferred to replacement devices in compliance with the Record Retention Policy prior to destruction.

Financial Implications: Replacement of IT equipment has been funded, and will continue to be funded, through General Fund appropriations included in the approved FY 2025–2026 budget and future adopted budgets, with purchases made on an as-needed basis.

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)(5) (organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

Sustainability Goals: Items and parts that do not contain data will be prioritized for responsible recycling over landfill disposal. Hazardous electronic waste will be sent to an appropriate facility.

Policy Implications: Consistent with the City's Financial Policy "Preserving Capital Investments".

Resolution 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

March 10, 2026

Declaring Certain Information Technology Equipment as Surplus

BACKGROUND

A. The Information Technology (IT) Division has evaluated the items listed in Exhibit A, attached hereto and incorporated herein by reference, and has determined that the items have reached the end of their serviceable lifecycle or are otherwise no longer suitable for municipal use.

B. The listing attached as Exhibit A has been reviewed by the Information Technology Manager and the Director of Finance, who have determined that it is in the best interest of the City to declare the items surplus and dispose of them in accordance with City policy.

C. The City's adopted Surplus Property Policy authorizes the disposition of public property that has minimal or no remaining value for municipal purposes.

D. Replacement of IT equipment has been, and will continue to be, funded through General Fund appropriations included in the approved FY 2025–2026 budget and future adopted budgets, with purchases made on an as-needed basis.

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

1. The items listed in Exhibit A are hereby declared surplus property.
2. The Information Technology Manager is authorized and directed to dispose of the surplus property in accordance with the City's Surplus Property Policy and applicable laws.

Passed and Adopted by the City of South Lake Tahoe City Council on March 10, 2026 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date: _____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

Exhibit A - IT Surplus Property List

Asset ID	Description	In-Service	Make	Model	Note
18585	Backup NAS Server NX3000 Dual Core Intel X	2010	NX3000		obsolete/no longer in service
18591	ENT Call Box System 8 (throw phone for Crisis Negotiations Team)	2010			obsolete/no longer in service
18595	Dell Poweredge 2970 Server	2010	Dell	Poweredge 2970	obsolete/no longer in service
18598	Dell Powervault MD 1220	2011	Dell	Powervault MD 1220	obsolete/no longer in service
18599	SAN (Storage Area Network) - Bank of 14 hard drives	2012	Dell	EqualLogic SAN	obsolete/no longer in service
18601	Main Router Cisco 3945/K9 w/SPE150	2012	Cisco	3945/K9	obsolete/no longer in service
18602	Mobile Command Vehicle Server Poweredge R410	2012	Dell	Poweredge R410	obsolete/no longer in service
18609	Avatar Micro 2010 Robot base unit	2010			obsolete/no longer in service
18611	GIS server Dell BTO PE R620 E5-2643 3.3 GHZ 8GB	2013	Dell	R620	obsolete/no longer in service
18620	Dell Poweredge R620 Server	2014	Dell	Poweredge R620	obsolete/no longer in service
18621	Dell SonicWALL Appliance (Firewall) (primary and secondary)	2013	Dell	NSA 4600	obsolete/no longer in service
18623	Server R720 (Police Dept)	2014			obsolete/no longer in service
18624	Server R720 (Tata Lane)	2014			obsolete/no longer in service
18625	NetGear ReadyNAS (Network Attached Storage) (bank of hard drives)	2014	Netgear	ReadyNAS 3220 2U	obsolete/no longer in service
18626	Dell EqualLogic (bank of hard drives for OS back up)	2014	Dell EqualLogic	PS6110E Dual	obsolete/no longer in service
18627	HP Switch (for OS bank of hard drives)	2014	HP	5900AF	obsolete/no longer in service
18628	Dell PowerEdge Server #1 for One Solution with Zeon E5-2695V2	2014	Dell PowerEdge	R620	obsolete/no longer in service
18629	Dell PowerEdge Server #2 for One Solution with Zeon E5-2695V2	2014	Dell PowerEdge	R620	obsolete/no longer in service
18630	Dell PowerEdge Server #3 for One Solution with Zeon E5-2695V2	2014	Dell PowerEdge	R620	obsolete/no longer in service
18631	Dell PowerEdge Server #4 for One Solution with Zeon E5-2695V2	2014	Dell PowerEdge	R620	obsolete/no longer in service
18632	Dell EqualLogic SAN (Storage Area Network) - main for One Solution	2014	Dell EqualLogic	PS6110X	obsolete/no longer in service
18633	Dell EqualLogic SAN (Storage Area Network) - smaller for One Solution	2014	Dell PowerEdge	PS4110E	obsolete/no longer in service
18634	NetGear ReadyNAS (Network Attached Storage) (bank of hard drives)	2014	Netgear	ReadyNAS 4220X	obsolete/no longer in service
18635	HP Switch (for OS)	2014	HP	5900AF-48XGT-4QSFP	obsolete/no longer in service
18636	HP Switch (for OS)	2014	HP	5900AF-48XGT-4QSFP	obsolete/no longer in service
18639	Dell PowerEdge R430 Server	2015	Dell	PowerEdge R430	obsolete/no longer in service
18645	Equalogic Computer Array	2016	Equalogic	PS6210XS	obsolete/no longer in service
18666	SAN Storage Area Network (48TB bank of hardives)	2018	Datrium	DVX Data Node 48TB Raw	obsolete/no longer in service
18669	SAN Storage Area Network (48TB bank of hardives)	2018	Datrium	DVX Data Node 48TB Raw 4x10g	obsolete/no longer in service
18674	Dell Equalogic SAN PS4210XS	2018	Dell	Equalogic SAN PS4210XS	obsolete/no longer in service
18675	Dell Equalogic SAN PS4210XS	2018	Dell	Equalogic SAN PS4210XS	obsolete/no longer in service
n/a	Equalogic Computer Array	2016	Equalogic	PS6210XS	obsolete/no longer in service
n/a	Dell Poweredge Hard Drive Rack w/fan	2016	Dell	R-620	obsolete/no longer in service
n/a	Dell Poweredge Hard Drive Rack w/fan	2016	Dell	R-620	obsolete/no longer in service
n/a	Dell Poweredge Hard Drive Rack w/fan	2016	Dell	R-620	obsolete/no longer in service
n/a	Dell Poweredge Hard Drive Rack w/fan	2016	Dell	R-620	obsolete/no longer in service
n/a	HP Switch for OS with Power and Fan	2017	HP	5900AF-48XGT-4QSFP	obsolete/no longer in service
n/a	Datrium DVX Netshelf	2017	Datrium	D12X4001	obsolete/no longer in service
n/a	SonicWall Firewall	2017	Dell	SonicWall NSA 4600 SEC UPG	obsolete/no longer in service
n/a	Dell PowerEdge R430 Server	2017	Dell	PowerEdge R430	obsolete/no longer in service
n/a	Dell PowerEdge R740 Server	2017	Dell	PowerEdge R740	obsolete/no longer in service
n/a	HPE NetWork Switch	2017	HPE	24P 10/100/1000 Base POE +V3 ZL2 Switch	obsolete/no longer in service

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #:6

Agenda Item: Tahoe Regional Planning Agency (TRPA) Grant funding from the United States Forest Service (USFS) for the Cole Family Property Hazardous Fuels Reduction Project

Executive Summary: Staff have been working closely with our South Shore Partners, LVFPD, CTC, Tahoe RCD, TRPA, USFS and Cal Fire to identify and plan fuels reduction projects within the South Shore Division of the TFFT (Tahoe Fire and Fuels Team). TRPA has entered into a participating agreement with the USDA, Forest Service, Lake Tahoe Basin Management Unit (USFS), for the purpose of funding watershed restoration and forest health improvement projects on the Environmental Improvement Program 5-year project list with funds authorized by Congress under the Lake Tahoe Restoration Act (LTRA). The agreement is attached hereto as Exhibit D (Participating Agreement). The LTRA is implemented generally under the Environmental Improvement Program (EIP) managed by TRPA in collaboration with local, state, and federal government agencies, private entities, scientists, and the Washoe Tribe of Nevada and California. The funds will be administered by TRPA through the Lake Tahoe Restoration Act, Environmental Improvement Program Projects Grant Program. Staff has been working to identify project areas within the Tier 1 priority areas of the CWPP (Community Wildfire Protection Plan). Staff is seeking City Council approval to accept grant funding and authorize the Mayor, or designee to sign and submit all documents, including by not limited to applications, agreement amendments, payment requests, and necessary documents for the completion of the grant scope.

Requested Action / Suggested Motions: (1) Pass a Resolution accepting grant funding for the Cole Family Property Hazardous Fuels Reduction Project from the Tahoe Regional Planning Agency (TRPA) funded by the United State Forest Service (USFS); and (2) Pass a Motion authorizing and directing the Mayor to execute the related Memorandum of Understanding with the TRPA.

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 - TRPA Grant Funding.docx
02-Resolution - TRPA Hazardous Fuel Reduction Project.docx
03-MOU with TRPA.pdf

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

Meeting Date: March 10, 2026

Title: Tahoe Regional Planning Agency (TRPA) Grant funding from the United States Forest Service (USFS) for the Cole Family Property Hazardous Fuels Reduction Project

Location: Citywide

Responsible Staff Members: Jay Manning, Division Chief

Background: Staff have been working closely with our South Shore Partners, LVFPD, CTC, Tahoe RCD, TRPA, USFS and Cal Fire to identify and plan fuels reduction projects within the South Shore Division of the TFFT (Tahoe Fire and Fuels Team). TRPA has entered into a participating agreement with the USDA, Forest Service, Lake Tahoe Basin Management Unit (USFS), for the purpose of funding watershed restoration and forest health improvement projects on the Environmental Improvement Program 5-year project list with funds authorized by Congress under the Lake Tahoe Restoration Act (LTRA). The agreement is attached hereto as Exhibit D (Participating Agreement). The LTRA is implemented generally under the Environmental Improvement Program (EIP) managed by TRPA in collaboration with local, state, and federal government agencies, private entities, scientists, and the Washoe Tribe of Nevada and California. The funds will be administered by TRPA through the Lake Tahoe Restoration Act, Environmental Improvement Program Projects Grant Program. Staff has been working to identify project areas within the Tier 1 priority areas of the CWPP (Community Wildfire Protection Plan). Staff is seeking City Council approval to accept grant funding and authorize the City Mayor, or designee to sign and submit all documents, including by not limited to applications, agreement amendments, payment requests, and necessary documents for the completion of the grant scope.

Issue and Discussion: The City of South Lake Tahoe Fire Department and other South Shore Fire Agencies have been working collaboratively to create a more fire adapted community on the south shore of Lake Tahoe through removal of disease, dead and dying trees from identified properties within the CWPP. TRPA will provide funding through this grant from the USFS that will go towards addressing dense area fuel reduction treatment on privately owned parcels along an identified Tier 1 evacuation corridor, Pioneer Trail. If awarded the city will solicit Contractual Services for Biological Assessment Survey, Timber Operations, and Forestry Services to the extent possible with available funding.

While the City of South Lake Tahoe, Lake Valley Fire Protection District and Tahoe Fire & Fuel Team have already embarked on forest fuel load reduction and defensible space initiatives surrounding critical south shore assets, there are still areas within the community that require fuels reduction work to ensure the safety of our community. The total Area requiring hazardous fuel reduction treatment on the Cole Family property is approximately 57 acres. This funding will support the proposed vegetation management plan from our partner foresters from the Tahoe Resource Conservation District (TRCD). These efforts to create a healthy forest and protect the surrounding neighborhoods include grant match coming from the CTC grant awarded positions

from SLTFD, LVFPD and the Tahoe RCD. Treatment through this funding will focus on thinning from below, where intermediate and suppressed, hazard trees, and dead, dying and diseased trees are removed. This project will reduce fuels and implement and maintain reduced vegetation around all structures to the extent possible. Defensible space will protect critical assets and evacuation routes in the area.

Financial Implications:
Upon award, funds should be appropriated into the Fiscal Year 2025-26 budget as follows:
Account# 215 02270
Revenue 33325: TRPA $248,156.38
Expense 42025: Contractual Services $248,156.38

City match provided by CTC funded positions with SLTFD and LVFPD to manage project capacity building $37,500

Environmental Considerations: This project will require CEQA (California Environmental Quality Act) permitting once a contractor is awarded through a request for proposal that will be brought back to council at a later date.

Policy Implications: Per Financial Management- Grant Funding and Compliance Policy approved by City Council on August 12, 2025; section 2.3 City Council Approval to Apply: City Council approval to apply is required for ALL Grant Applications. A detailed staff report and a resolution (if required) should be brought forth to City Council for Council approval/adoption.

Resolution 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

March 10, 2026

Tahoe Regional Planning Agency (TRPA) Grant funding from the United States Forest Service (USFS) for the Cole Family Property Hazardous Fuels Reduction Project

BACKGROUND

A. TRPA will provide funding through this grant from the USFS that will go towards addressing dense area fuel reduction treatment on privately owned parcels along an identified Tier 1 evacuation corridor, Pioneer Trail. If awarded the city will solicit Contractual Services for Biological Assessment Survey, Timber Operations, and Forestry Services to the extent possible with available funding.

B. The City of South Lake Tahoe will enter into an agreement with TRPA to carry out a Hazardous Reduction Project within the City of South Lake Tahoe. The Hazardous Fuel Reduction project will take place on the Cole Family property with matching funds for management, permitting and planning to come from the CTC grant awarded to the City of South Lake Tahoe, Lake Valley Fire District and the Tahoe RCD.

C. The City will accept the grant in the amount of $248,156.38 and contract the hazardous fuels reduction project out to an approved contractor through an RFP (Request for Proposal).

D. The term of the agreement with the TRPA will begin on the date of approval and all work will be completed by May 01, 2030.

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 application for Hazardous Fuel Reduction at the Cole Family property and accepts the award of up to $248,156.38.
2. Certifies that the City of South Lake Tahoe has or will have sufficient funds to operate and maintain the project.
3. Certifies that funds under the jurisdiction of The City of South Lake Tahoe are available to begin the project.
4. Certifies that said applicant will expend grant funds in accordance with Grant Agreement Between TRPA and the City of South Lake Tahoe.

5. Appoints the Mayor or a designee to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.
6. Accept the grant funds and authorize the Finance Director to appropriate the funds into the budget as follows:
   Account# 215 02270
   Revenue 33325: TRPA $248,156.38
   Expense 42025: Contractual Services $248,156.38

   City match provided by CTC funded positions with SLTFD and LVFPD to manage project capacity building $37,500

Adopted by the City of South Lake Tahoe City Council on March 10, 2026 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TAHOE REGIONAL PLANNING AGENCY AND CITY OF SOUTH LAKE TAHOE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 9th day of February 2026, by the Tahoe Regional Planning Agency ("TRPA"), a public entity authorized pursuant to the Tahoe Regional Planning Compact (Public Law 96-551), and City of South Lake Tahoe, a California municipality, ("City") (hereinafter collectively referred to as the "Agency Partners" or "Parties").

RECITALS

WHEREAS TRPA has entered into a participating agreement with the USDA, Forest Service, Lake Tahoe Basin Management Unit (USFS), for the purpose of funding watershed restoration and forest health improvement projects on the Environmental Improvement Program 5-year project list with funds authorized by Congress under the Lake Tahoe Restoration Act (LTRA). The agreement is attached hereto as Exhibit D (Participating Agreement). The LTRA is implemented generally under the Environmental Improvement Program (EIP) managed by TRPA in collaboration with local, state, and federal government agencies, private entities, scientists, and the Washoe Tribe of Nevada and California. The funds will be administered by TRPA through the Lake Tahoe Restoration Act, Environmental Improvement Program Projects Grant Program.

WHEREAS City desires to implement the EIP project described in the attached Scope of Work (the "Project"), and TRPA and the USFS desires to fund the Project through the Lake Tahoe Restoration Act, Environmental Improvement Program FY 2026 Appropriation as evidenced by the fully executed Participating Agreement modification attached hereto.

WHEREAS TRPA is responsible for coordinating and developing implementation of LTRA EIP Grant Program and for executing agreements for the distribution of the LTRA grant funds to parties on the terms and conditions set forth in the Participating Agreement and this MOU.

WHEREAS this MOU sets out the responsibilities of the City with respect to the Project and the nature and timing of submitting invoices for reimbursement of work performed under this MOU.

WHEREAS by entering into this MOU, the Agency Partners agree to comply with all applicable Federal and/or State administrative regulations.

WHEREAS the term of this MOU and the Project shall begin on the date this MOU is made and entered into and continue through Project completion unless otherwise terminated or amended as provided in this MOU. However, all work shall be completed by May 01, 2030, unless extended through a written amendment to this MOU.

WHEREAS, by entering into this MOU, the Agency Partners agree pursuant to this MOU to implement the Project on land and/or easements or rights of way held by the City and to abide by

the terms of this MOU.

NOW THEREFORE, IT IS THEREFORE MUTUALLY AGREED:

A. Project Officials and Notice

1. TRPA's Executive Director or designee shall be TRPA's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work under this Grant Agreement.

The TRPA Representative shall be:
Name: Kat McIntyre, PhD
Title: Environmental Improvement Department Manager
Address: 128 Market Street, PO Box 5310, Stateline, NV 89449
Phone: 775-589-5268
Email: kmcintyre@trpa.gov

The City's Project officials shall be those identified as follows
Name: Jay Manning
Title: Division Chief
Address: 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150
Phone: 530-542-6160
Email: jmanning@cityofslt.gov

2. Either Party may change its project representatives upon written notice to the other Party.

3. All notices and other communications required or permitted to be given under this MOU, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified, with a copy sent via email. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service.

B. Plans and General Requirements

1. The City certifies that it shall complete this Project no later than the end of the term of this MOU. It acknowledges that this condition is a material condition of this MOU.

2. If any public agency approvals, entitlement or permits are required, such approvals, entitlements or permits must be obtained, and signed copies must be submitted to TRPA before work begins. If the Project is carried out on lands not owned by the City, the City

must obtain adequate rights of way for the useful life of the Project and submit the rights-of-way documentation to TRPA.

3. The City and its contractors, subcontractors, personnel, employees, and volunteers shall participate in TRPA's training for LTRA funding recipients which will provide an overview of invoice requirements and match documentation.

4. The City shall follow the applicable Code of Federal Regulations to remain in compliance with federal cost principles and administrative guidelines. The Agency Partners shall comply with the invoicing, budget detail, and reporting provisions set forth in Exhibit B for any work performed in which the City intends to seek reimbursement under this MOU.

5. The City and its contractors, subcontractors, personnel, employees, and volunteers shall follow EIP signage requirements An EIP "Another Lake Saving Project" sign shall be designed and submitted to TRPA for approval and shall be consistent with the EIP Region wide standards. Please provide project name, high resolution images and logos to TRPA staff for design assistance and layout if needed. The sign should include the EIP logo and the back of it should be dark.

6. The Parties shall include in each of its contracts for work under this MOU a provision that incorporates the requirements stated within this MOU and related exhibits.

7. All obligations of the Parties hereto under this MOU are subject to the appropriation of resources by their respective governing bodies.

8. Nothing in this MOU shall be construed as empowering any party hereto to exercise any function properly residing with any other party hereto.

9. To the extent allowed by law, each Party shall indemnify, defend, and hold harmless the other Parties and their officers, officials, governing board members, employees, and agents from and against any and all liability, loss, damage, expense, cost, including without limitation, cost and fees of litigation (including reasonable attorneys' fees), of every nature to the extent such liability, loss, damage, expense, or costs arise out of, or are in any way connected to, any actions of indemnifying party's officers, agents, contractors, and employees related to this MOU, except for the sole negligence or willful misconduct of the party seeking indemnification. This indemnity shall survive the completion or termination of this MOU.

10. The Parties shall comply with the MOU, including the terms and conditions and special conditions included in Exhibit C and Exhibit D attached hereto and incorporated by reference as though fully set forth herein. The terms and conditions included in Exhibit D shall be complied with by the Agency Partners as part of this MOU and shall be included in contracts with any contractors or sub-contractors. The Parties shall promptly comply with all standards, specifications and formats as may from time to time exist, related to evaluation, planning and monitoring of the Scope of Work, set forth in Exhibit A attached hereto.

11. This MOU may be executed in identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

C. Reporting Requirements

1. The City will submit quarterly progress reports and invoices in a format prescribed by TRPA. These reports, which will describe progress made on program objectives and included required data, shall be submitted according to the following schedule:

Quarterly Invoicing Periods	Due no later than
July 1st through September 30th	October 15th
October 1st through December 30th	January 15th
January 1st through March 31st	April 15th
April 1st through June 30th	July 15th

2. **Evaluation documents** — **Due no later than:**
All evaluation documents/reports — 15 days after the end of the quarter.

3. **Other** N/A — **Due no later than:**

D. <u>Invoicing Requirements (please use the invoicing template provided by TRPA)</u>

Each invoice must include, at a minimum:

1. City's name, address, and telephone number.
2. TRPA agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative Previous, current, and cumulative amount of requests for reimbursements submitted to TRPA to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

E. Project – Specific Requirements

TRPA hereby incorporates the City's Scope of Work submitted to and approved by TRPA into this MOU. All revisions identified by TRPA during the review process are included

in the final, approved Scope of Work, attached hereto as Exhibit A. All requirements included in this MOU are to be met, whether or not the City included it in their project-specific Scope of Work.

F. Project Records

1. The City shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this MOU, approved program/budget modifications, financial records, required reports, and procurement records.

2. The City shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all Project funds, and the total cost of the Project. Source documentation includes, but is not limited to, cancelled checks, paid bills, payrolls, contract and contract documents, copies of all awards, applications, approved modifications, financial records, and narrative reports.

3. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under this MOU, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants. Time and effort reports should also contain a signature from the City with a statement that all time and effort charges are true and correct.

G. Entire Agreement and Amendment.

The terms and conditions of this MOU, all exhibits attached, and all documents expressly incorporated by reference, represent the entire MOU of the Agency Partners with respect to the subject matter of this MOU. This written MOU shall supersede any and all prior agreements, oral or written, regarding the subject matter between TRPA and the City. The terms and conditions of this MOU shall not be altered or modified except by a written amendment to this MOU signed by the Parties.

The following Exhibits are attached and made a part of this MOU by this reference:

Exhibit A SCOPE OF WORK AND SCHEDULE

Exhibit B INVOICING AND BUDGET DETAIL

Exhibit C GENERAL TERMS AND CONDITIONS

Exhibit D PARTICIPATING AGREEMENT

IN WITNESS THEREOF, this MOU has been executed by the parties hereto as of the day and year first written above.

CITY OF SOUTH LAKE TAHOE

By: _____
Name: Name
Title: Title
Date: _____

Approved as to Form:

By: _____
City Attorney

Tahoe Regional Planning Agency (TRPA)

By: _____
Name: Julie W. Regan
Title: Executive Director
Date: _____

Approved as to Form:

By: _____
TRPA Legal Counsel

Exhibit A SCOPE OF WORK AND SCHEDULE

[Scope of work as approved by USFS and TRPA after selection committee process.]

A. General Deliverables and Compliance Requirements

B. Schedule of Work to be Performed by the City

Lake Tahoe Restoration Act (LTRA) Non-Federal Partner Agreement Scope of Work - Exhibit A

Project Implementer

City of South Lake Tahoe

Project Title

Cole Property - Hazardous Fuels Reduction Project

EIP Project Number

02.01.01.0157

Project Description

The goal of the Cole Unit Hazardous Fuels Reduction Project is to protect life, property, and the environment by reducing hazardous forest fuels and improving forest health. This project aims to mitigate wildfire risks to the critical infrastructure within and around the project area, as well as enhance the safety of the surrounding community. By strategically treating the landscape, this project will not only reduce fuel loads but also create defensible space that supports fire suppression efforts during a wildfire event. Additionally, the project will benefit the adjacent neighborhood and the nearby wildlife center by reducing the potential for catastrophic wildfires, which could threaten both human and wildlife. Through careful planning, permitting, and implementation, we will modify fire behavior to support suppression efforts, enhance forest resilience, and increase the vigor of the residual stand. In doing so, the project will benefit the surrounding community and wildlife areas, ensuring a safer and more resilient landscape for both people and nature.

Goals & EIP Performance Measures

The goal of the Cole Unit Hazardous Fuels Reduction Project is guided by several key goals, all focused on maintaining healthy forest ecosystems, reducing the risk of severe wildfires, and protecting nearby communities.

1. Enhancing Forest Health

- Thinning Overcrowded Forests: Selectively removing trees and underbrush to reduce competition for water, sunlight, and nutrients, thereby promoting more resilient and

- vigorous forest stands.

- Pest and Disease Management: Identifying and removing or treating diseased or pest-infested trees to prevent the spread of harmful insects and pathogens, supporting long-term forest vitality.

2. Reducing Wildfire Risk

- Fuel Reduction: Removing excess vegetation such as dead trees and dry brush that can act as fuel, reducing the intensity and spread of potential wildfires.

- Restoring Natural Fire Regimes: Utilizing prescribed fire to mimic natural fire cycles, which helps maintain diverse plant and animal communities that depend on periodic low-intensity burns.

3. Protecting the Community

- Community Protection: Implementing fuel reduction treatments around communities, roads, and critical infrastructure to reduce wildfire threats and enhance public safety.

- Creating Defensible Space: Establishing strategically designed buffer zones to reduce the likelihood of fire spreading into or out of developed areas.

- Public Awareness and Education: Engaging and educating local communities on the importance of forest management, defensible space, and fire preparedness to foster a shared responsibility for fire resilience.

These goals require careful balancing of ecological, economic, and social considerations, with an emphasis on sustainability and long-term forest stewardship.
Measures of Success (consistent with the Environmental Improvement Program [EIP] Tracker):

Schedule

The overall project timeline, including key dates for completion of major tasks to be accomplished and submittal of associated deliverables is as follows:

Project approvals, Vegetation Management plan and funding (Start)	Spring 2026
Request for proposal (RFP), Contract for services and Environmental permitting	Fall 2026
Contractor begins work (see project approach below)	Spring 2027
Contractor completes work	Fall 2027
Project completion (Finish)	Winter 2027

Project Approach

The complete breakdown of project work by task and subtask with pertinent information is listed below. Creating a timeline for completing major tasks and associated deliverables involves several key phases. The timeline will vary depending on individual schedules and approvals, but here's a general overview of key milestones and dates:

Project Timeline

1. Project Initiation – Purpose and Objectives

- Task: Project Initiation
- Deliverable: Stakeholder Meetings
- Due Date: *[TBD]* (Typically 2-4 weeks after project start)
- Task: Determine Project Requirements
- Deliverable: Finalized Environmental Checklist
- Due Date: *[TBD]*

2. Drafting of the Vegetation Management Plan

- Task: Project Area and Boundaries, Baseline Inventory Assessment and Preparation of Vegetation Management Plan (VMP)
- Deliverable: Draft VMP Document, Project Maps
- Due Date: *[TBD]* (Typically 2-4 weeks after project initiation)

3. Internal Review and Revisions of Treatment Prescription

- Task: Internal Review of Draft VMP
- Deliverable: Revised Draft VMP (if necessary)
- Due Date: *[TBD]* (Typically 1-2 weeks after Draft MND is completed)

4. RFP Development

- Task: Develop RFP and prepare to fly on Planet Bids
- Deliverable: Post RFP for 30 Days and host site walk with RPF
- Due Date: *[TBD]*

6. Environmental Compliance and Permitting

- Task: Preparation of documents for Environmental Compliance and Permitting
- Deliverable: Final submitted permits
- Due Date: *[TBD]* (Typically 1-2 weeks after responses to comments are completed)

7. Project Implementation

- Task: Contractor Fuels Reduction Work based on VMP
- Deliverable: Presentation and Adoption of MND
- Due Date: *[TBD]* (Schedule based Contractor RFP determination)

8. Monitoring and Reporting

- Task: Pre and Post treatment photos, measurements of fuel loading
- Deliverable: Final Report post implementation
- Due Date: *[TBD]* (Within 4-6 weeks post implementation)

Important Notes

- Coordination: Dates may need adjustment based on coordination with other agencies, public availability, and project-specific circumstances.

This timeline provides a general framework, but actual dates should be tailored to fit the specific project's needs and the requirements of the lead agency.

Contingency Plan

No alternative actions to be taken as the project will be completed as originally proposed.

Exhibit B INVOICING AND BUDGET DETAIL

A. INVOICING AND PAYMENTS

1. The City shall be paid in quarterly in arrears by submitting an invoice (Payment Request) to TRPA, outlining the actual expenditures claimed during the invoicing period.

Submit Payment Request invoices to TRPA's Project Manager Kat McIntyre (kmcintyre@trpa.gov) and copy Tracy Campbell (tcampbell@trpa.gov) and TRPA finance representative Georgina Balkwell (gbalkwell@trpa.gov).

Quarterly Invoicing Periods	Due no later than
July 1st through September 30th	October 15th
October 1st through December 30th	January 15th
January 1st through March 31st	April 15th
April 1st through June 30th	July 15th

2. All project expenditures and any obligated match contributions must be incurred by the end of the grant project period and included on the invoice due based on the schedule above. Project expenditures incurred after contract end date will not be reimbursed.

3. Supporting documentation (e.g., receipts and/or invoices) including subcontracted services, if an approved budget item in this MOU, must be provided as proof of payment, with each Payment Request. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e., hours, days worked, times the hourly or daily rate will equal the total amount claimed).

4. Notwithstanding any other provision of this MOU, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations.

5. Notwithstanding any other provision of this MOU, TRPA may withhold all or any portion of the funds provided for by this MOU if:

a. The City has materially violated, or threatened to violate, any term, provision, condition, or commitment of this MOU; or

b. The City fails to maintain reasonable progress toward completion of the Project.

6. Each invoice must include, at a minimum:

a. City's name, address, and telephone number.
b. TRPA agreement number.

c. Invoice date.
d. Performance dates of the work completed (start & end).
e. Total invoice amount for the billing period, with in-kind contributions displayed as a separate line item.
f. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
g. Cumulative amount of TRPA payments to date.
h. Statement that the invoice is a request for payment by "reimbursement".
i. If using SF-270, a signature is required.
j. Invoice Number, if applicable.

k. The final Payment Request shall be clearly marked "FINAL" and submitted NO LATER THAN 30 days after the term of this MOU. The final Payment Request shall only include claims/invoices for work or purchases occurring during the term of this MOU (i.e., not after the term expiration). The City may request an extension to the 30 days for submitting the final Payment Request, however unless TRPA approves the extension in writing, TRPA is not obligated to provide reimbursement for claims received late.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this MOU shall not exceed $248,156.38.

Notwithstanding any other provision of this MOU, funding for this MOU is contingent on current and future authorizations from the TRPA Governing Board and/or outside funding sources. If that authorization is removed or not renewed, this MOU shall be of no further force and effect. In this event, TRPA shall have no liability to pay any funds whatsoever to the City or to furnish any other considerations under this MOU and the City shall not be obligated to perform any provisions of this MOU. TRPA shall have the option to either cancel this MOU with no liability occurring to the TRPA or offer an MOU amendment to the City to reflect the reduced amount.

C. PROJECT BUDGET

Total Approved Budget: $248,156.38

Tahoe Regional Planning Agency LTRA -LTBMU/ 25-PA-11051900-007		
Project Title Cole Property Hazardous Fuels Reduction	**$**	**248,156.38**
Grant Agreement Period: 09-02-2025 to 08-29-2030		
Agency Name City of South Lake Tahoe		
Contract # 26C00009	**BUDGET WORKSHEET**	

Task 1: Hazardous Fuels Reduction

	Description Services/Work	**Budget**
Salaries/Labor ADD Job Title		
		$ -
		$ -
		$ -
Total Salaries/Labor		$ -
Supplies/Materials		
		$ -
		$ -
		$ -
Total Supplies /Materials		$ -
Travel		
		$ -
		$ -
Total Travel		$ -
Equipment (please see not on equipment)		
		$ -
		$ -
Equipment (not to purchase new equipment)		$ -
Other (include any subcontractors)		
Subcontractor	57 acres Hazardous Fuels Reduction	**$ 248,156.38**
		$ -
Total Other		248,156.38
Indirect Costs		
		$ -
Total Indirect Costs		$ -
Total Task 1		**$ 248,156.38**

Task 2: ADD A TASK		
	Description Services/Work	Budget
Salaries/Labor Add Job Title		
		$ -
		$ -
		$ -
		$ -
Total Salaries/Labor		$ -
Supplies/Materials		
		$ -
		$ -
		$ -
Total Supplies /Materials		$ -
Travel		
		$ -
		$ -
Total Travel		$ -
Equipment (please see not on equipment)		
		$ -
		$ -
Total Equipment		$ -
Other (include any subcontractors)		
		$ -
		$ -
Total Other		-
Indirect Costs		
		$ -
Total Indirect Costs		$ -
Total Task 2		$ -

Task 3: ADD Task		
	Description Services/Work	Budget
Salaries/Labor Add Job Title		
		$ -
		$ -
		$ -
		$ -
Total Salaries/Labor		$ -
Supplies/Materials		
		$ -
		$ -
		$ -
Total Supplies /Materials		$ -
Travel		
		$ -
		$ -
Total Travel		$ -
Equipment (please see not on equipment)		
		$ -
		$ -
Total Equipment		$ -
Other (include any subcontractors)		
		$ -
		$ -
Total Other		$ -
Indirect Costs		
		$ -
Total Indirect Costs		$ -

Total Taks 3	$	-

Task 4: ADD A TASK

	Description Services/Work	Budget
Salaries/Labor ADD Job Title		
		$ -
		$ -
		$ -
		$ -
Total Salaries/Labor		$ -
Supplies/Materials		
		$ -
		$ -
		$ -
Total Supplies /Materials		$ -
Travel		
		$ -
		$ -
Total Travel		$ -
Equipment (please see not on equipment)		
		$ -
		$ -
Total Equipment		$ -
Other (include any subcontractors)		
		$ -
		$ -
Total Other		$ -
Indirect Costs		
		$ -
Total Indirect Costs		$ -
Total Task 4		$ -

Task 5: ADD A TASK

	Description Services/Work	Budget
Salaries/Labor ADD Job Title		
		$ -
		$ -
		$ -
		$ -
Total Salaries/Labor		$ -
Supplies/Materials		
		$ -
		$ -
		$ -
Total Supplies /Materials		$ -
Travel		
		$ -
		$ -
Total Travel		$ -
Equipment (please see not on equipment)		
		$ -
		$ -
Total Equipment		$ -
Other (include any subcontractors)		
		$ -
		$ -
Total Other		$ -
Indirect Costs		
		$ -

Total Indirect Costs		$ -
Total Task 5		$ -

Task 6: ADD A TASK		
	Description Services/Work	**Budget**
Salaries/Labor ADD Job Title		
		$ -
		$ -
		$ -
		$ -
Total Salaries/Labor		$ -
Supplies/Materials		
		$ -
		$ -
		$ -
Total Supplies /Materials		$ -
Travel		
		$ -
		$ -
Total Travel		$ -
Equipment (please see not on equipment)		
		$ -
		$ -
Total Equipment		$ -
Other (include any subcontractors)		
		$ -
		$ -
Total Other		$ -
Indirect Costs		
		$ -
Total Indirect Costs		$ -
Total Task 6		$ -

Summary of Total Budget		
Total Award Amount	$ -	$ 248,156.38
Balance		$ (248,156.38)

Tahoe Regional Planning Agency LTRA -LTBMU/ 25-PA-11051900-007
Project Title Cole Property Hazardous Fuels Reduction
Grant Agreement Period: 09-02-2025 to 08-29-2030
Agency Name City of South Lake Tahoe
Contract # 26C00009

MATCH WORKSHEET

	Description	Total Amount
Salaries/Labor Job Title		
Division Chief	SLT Div Chief	$ 22,650.00
Battalion Chief	LVFPD Bat Chief	$ 15,000.00
Total Salaries/Labor		$ 37,650.00
Supplies/Materials		
Total Supplies/Materials		$ -
Travel		
Total Travel		$ -
Equipment		
		$ -
Total Equipment		$ -
Other		
Total Other		$ -
Total Match		$ 37,650.00

Match Summary		
Total Award	$ 248,156.38	
Match ~15.16%	$ 37,624.21	

Exhibit C GENERAL TERMS AND CONDITIONS

1. APPROVAL: This MOU is of no force or effect until signed by both parties. The City may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this MOU shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or MOU not incorporated in the MOU is binding on any of the parties.

3. ASSIGNMENT: This MOU is not assignable by the City, either in whole or in part, without the consent of TRPA in the form of a formal written amendment.

4. AUDIT: The City agrees that TRPA, or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOU. The City agrees to maintain such records for possible audit for a minimum of eight (8) years after final payment unless a longer period of records retention is stipulated. The City agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

5. TERMINATION

a. This MOU may be terminated by TRPA at any time after grant award and prior to completion of project upon action or inaction by the City that constitutes a material and substantial breech of this MOU. Such action or inaction includes but is not limited to:

i. substantial alteration of the scope of the grant project without prior written approval of the TRPA;

ii. refusal or inability to complete the grant project in a manner consistent with the Scope of Work;

iii. failure to provide the required local match share of the total project costs; and

iv. Failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

b. Prior to terminating the MOU under this provision, TRPA shall provide the City at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The City may appeal the termination decision in accordance with the instructions listed in paragraph 13: DISPUTES.
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6. INDEPENDENT CONTRACTOR*:* The City, and the agents and employees of the City, in the performance of this MOU, shall act in an independent capacity and not as officers or employees or agents of TRPA.

7. NON-DISCRIMINATION CLAUSE: The City represents and agrees that the City, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin, ancestry, creed, physical disability (including HIV and AIDS), medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

The City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the MOU.

8. CONFLICTS OF INTEREST:

A. The City or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.

B. The City or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this MOU, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

C. If subject to the Compact or the Act, the City shall conform to all requirements of the Compact or the Act, as required. Failure to do so constitutes a material breach and is grounds for termination by this MOU by the TRPA

9. TIMELINESS: Time is of the essence in this MOU.

10. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

11. UNENFORCEABLE PROVISION: If any provision of this MOU is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this MOU have force and effect and shall not be affected thereby.

12. DISPUTES. The City shall continue with its responsibilities under this MOU during any dispute. Any dispute arising under this MOU, which is not otherwise disposed of by informal

agreement shall be decided by the Executive Director of TRPA, or his or her authorized representative. Such decision shall be reduced to writing and a copy thereof furnished to the City and to the TRPA Executive Director. The decision of TRPA shall be final and conclusive unless, within thirty (30) calendar days after mailing of the TRPA decision to the City, the City mails or otherwise furnishes a written appeal of the decision to the TRPA Executive Director. The decision of the TRPA Executive Director on appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the City shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. If the City does not appeal the decision of the Executive Director within the 30-day period specified above, the decision shall be conclusive and binding regarding the dispute and the City shall be barred from commencing an action in court for failure to exhaust the City's administrative remedies. Pending final decision of any dispute hereunder, the City shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this MOU. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of TRPA, or any official or representative thereof, on any question of law.

13. ENVIRONMENTAL COMPLIANCE

a. Projects supported by grant funds must comply with the National Environmental Policy Act (NEPA) and in some cases, the California Environmental Quality Act (CEQA), requirements. Work on the Project or task, as applicable, shall not begin until TRPA has received an adopted environmental review document and documentation that the process has been completed. Proceeding with work subject to CEQA and/or NEPA without submitting the environmental documentation to TRPA, shall constitute a material breach of this MOU.

b. No work that is subject to an environmental document requirement may proceed until and unless approved by TRPA. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.

14. FORCE MAJEURE. Except for defaults of subcontractors neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the City arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both the City and subcontractor, and without the fault or negligence of either of them, the City shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit the City to meet the required performance schedule.

15. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS. The City agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to

permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this MOU. The City further agrees that it shall maintain separate Project accounts in accordance with generally accepted accounting principles.

16. CITY'S RESPONSIBILITY FOR WORK. The City shall be responsible for all work and for all persons and entities engaged in work performance pursuant to this MOU, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The City shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. TRPA shall not mediate disputes between the City and any other entity concerning responsibility for performance of work.

17. INCOME RESTRICTIONS. The City agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the City under this MOU shall be paid by the City to TRPA, to the extent that they are properly allocable to costs for which the City has been reimbursed by TRPA under this MOU.

18. INSPECTION. TRPA, or any *authorized* representative for the forgoing, shall have suitable access to the Project site or Project records at all reasonable times during Project implementation and thereafter for the useful life of the Project to ascertain compliance with this MOU and its goals. The City acknowledges that the Project records and location are public records.

19. INSURANCE REQUIREMENTS.

Comprehensive Insurance: Throughout the term of the MOU, the City shall provide and maintain insurance against fire, vandalism, and other loss, damage, or destruction of the facilities and structures constructed pursuant to this MOU, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of Nevada and/or California or be provided by the City if self-insured. This insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to TRPA. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The City shall begin such reconstruction repairs or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the larger system shall be free of all claims and liens. A copy of the insurance policy shall be provided to TRPA, upon request.

a. General Liability Insurance: The City shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than $1,000,000 per occurrence and $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate. Said policy shall apply to each insured against whom any

claim is made or suit is brought subject to the City's limits of liability.

b. Motor Vehicle Liability Insurance: The City shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the City, including, but not limited to, City owned, hired, and non- owned motor vehicles.

c. Worker's Compensation and Employer's Liability Insurance: The City shall maintain statutory worker's compensation and employer's liability insurance for all of the City's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

d. Endorsements/Additional Insured: TRPA, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this MOU are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

20. INTELLECTUAL PROPERTY. Any works developed during and/or pursuant to this MOU by the City, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to TRPA upon creation, and shall continue in TRPA's exclusive ownership upon termination of this MOU. The City further intends and agrees to assign to TRPA all right, title and interest in and to such materials as well as all related copyrights and other propriety rights therein.

The City agrees to cooperate with TRPA and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

21. NO THIRD-PARTY RIGHTS. This MOU shall not create rights in, or grant remedies to, any third party as a beneficiary of this MOU, or of any duty, covenant, obligation or undertaking established herein.

22. NOTICE.

a. The City shall notify TRPA prior to conducting construction, monitoring, or other implementation activities such that TRPA staff may observe and document such activities, if desired.

b. The City shall promptly notify TRPA of events or proposed changes that could affect the scope, budget, work performed under this MOU. The City agrees that no substantial change in the scope of the Project will be undertaken until written notice on the proposed change has been provided to TRPA, and TRPA has given written approval for such change.

c. The City shall notify TRPA ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this MOU and provide the

opportunity for attendance and participation by TRPA representatives, if desired.

d. The City shall promptly notify TRPA in writing of any cessation of major construction or other work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of Project completion for a period of ninety (90) days or more beyond the estimated date of completion previously provided.

23. OPERATIONS & MAINTENANCE. To the extent this Agreement includes the construction of facilities or structures, the City shall maintain and operate the facility and structures constructed or improved as part of the Project, if any, throughout the useful life of the Project, consistent with the purpose for which this Grant was made. The City assumes all operations and maintenance costs of the facilities, structures, and equipment; TRPA shall not be liable for any cost of such maintenance, management, or operation. The City may be excused from operations and maintenance only upon written approval of the Executive Director of TRPA. For purposes of this MOU, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets or basic structure.

24. PERMITS, CONTRACTING, AND DEBARMENT. The City shall procure all permits and licenses necessary to accomplish the work contemplated in this MOU, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractor, outside association, or consultants required by the City in connection with the services covered by the MOU shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this MOU, if any, or as are specifically authorized by TRPA during the performance of this MOU. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of TRPA. Should the City or any of its principals receive a transmittal letter or other official notice of debarment or suspension, then they shall notify TRPA without delay. The City certifies to the best of its knowledge and belief that it and its principals:

a. Are not presently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, program or City;

b. Have not within a (3) year period preceding this MOU been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (including but not limited to grants, loans, projects, contracts, or programs) (federal, state, or local) terminated for cause or default.

25. POTENTIAL SUBCONTRACTORS. Nothing contained in this MOU or otherwise, shall create any contractual relation between TRPA and any subcontractors, and no subcontract shall relieve the City of its responsibilities and obligations hereunder. The City agrees to be as fully responsible to TRPA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the City. The City's obligation to pay its subcontractors is an independent obligation from TRPA's obligation to make payments to the City. As a result, TRPA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

26. PROFESSIONALS. The City agrees that only licensed professional will be used to perform services under this MOU where such services are called for. Pursuant to this MOU, all technical reports required that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering or sciences, shall be prepared by or under the direction of persons qualified as responsible professional(s). If required by applicable laws, completed technical reports, must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

27. RELATED LITIGATION. Under no circumstance may the City use funds from any disbursement under this MOU to pay costs associated with any litigation the City pursues against TRPA or any other party. Regardless of the outcome of any litigation, and notwithstanding any other provision in this MOU, the City agrees to complete the Project according to the provisions of this MOU or to repay all of the grant funds plus interest at the legal rate.

28. VENUE. TRPA and the City hereby agree that any legal or enforcement action arising out of this MOU shall be filed and maintained in the appropriate court in California.

29. WAIVER AND RIGHTS OF TRPA. Any individual waiver of any obligations or rights with respect to a default or other matter arising under this MOU at any time by either party shall not be considered a waiver of rights or obligations with respect to any other default or matter. Any rights and remedies of TRPA provided for this MOU are in addition to any other rights and remedies provided by law.

30. LOBBYING. The City shall not use Project funds to engage in lobbying the federal or state governments.

31. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise

therefrom, either directly or indirectly.

32. ELIGIBLE WORKERS. The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City shall comply with regulations regarding certification and retention of the completed forms.

FS Agreement No. 25-PA-11051900-007

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between
TAHOE REGIONAL PLANNING AGENCY
And The
USDA, FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT

This PARTICIPATING AGREEMENT is hereby entered into by and between Tahoe Regional Planning Agency, hereinafter referred to as "TRPA," and the United States Department of Agriculture (USDA), Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: The Lake Tahoe Restoration Act (LTRA), originally signed in 2000 and re-authorized by the President of the United States in 2016, authorized $415 million for restoration, research and aquatic invasive species and wildfire prevention in the Lake Tahoe Basin by federal, state, county, and local partners. Although the LTRA authorized funding, Congress must act to appropriate funds annually to implement the Act. An average of approximately $11.6 million in funding for watershed restoration and forest health improvement has been appropriated by Congress in the past five years (2021-2025). This participating agreement provides an opportunity to implement Executive and Congressional intent by passing some LTRA funding through to a partner, TRPA, to deploy the funding without the constraints of USDA internal deadlines. The LTRA is implemented generally under the Environmental Improvement Program (EIP) managed by TRPA in collaboration with local, state, and federal government agencies, private entities, scientists, and the Washoe Tribe of Nevada and California.

Title: Environmental Improvement Program Projects

I. PURPOSE:

The purpose of this agreement is to facilitate cooperation between parties in specific forest health (e.g., forest thinning and fuels reduction) and watershed restoration (e.g., stream restoration) projects, which are or get listed on the annually-updated 5-year EIP project list. The parties have a common interest in improving or protecting current conditions within the Lake Tahoe Basin. This agreement provides for the interchange of services and funds as specifically outlined below to meet the mutually agreed upon objectives of the project in accordance with the following provisions and the hereby incorporated Financial Plan, Attachment A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Established in 1969, the Tahoe Regional Planning Agency (TRPA) was the nation's first bi-state regional environmental planning agency. TRPA's mission is to lead the cooperative 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. TRPA is responsible for coordinating and overseeing the Environmental Improvement Program (EIP). The EIP is an unparalleled partnership working to achieve the environmental goals of the region. Local, state, and federal government agencies, private entities, scientists, and the Washoe Tribe of Nevada and California have collaborated for more than 20 years to restore the environmental health of Lake Tahoe.

The U.S. Forest Service, Lake Tahoe Basin Management Unit (LTBMU) is responsible for the conservation, preservation, and restoration of the Lake Tahoe watershed ecosystem within National Forest Lands. Projects and programs also include habitat, fire management, and urban lot management. Additionally, the LTBMU provides and maintains high quality recreational opportunities for millions of visitors and residents annually. The Forest Service is the Tahoe Basin's largest land manager, managing 75% of the land within the Tahoe Basin. The Forest Service is the primary federal agency engaged in implementation of the EIP.

Funding to support the EIP Program has been authorized by Congress and provided through Forest Service FY25 appropriations for support of EIP Forest Health and Watershed Restoration projects. The Forest Service is required to obligate the LTRA funding before 30 September 2025 and relies on partner agencies to accomplish this by passing the funds to EIP implementing agencies. TRPA oversees the EIP program and has the responsibility for ensuring congressionally mandated Environmental Thresholds are maintained and improved through implementation of the EIP program. This project benefits both parties by ensuring the funding provided by Congress for implementation of EIP projects is obligated and utilized for projects listed on the 5-year EIP project list.

In consideration of the above premises, the parties agree as follows:

III. TRPA SHALL:

A. LEGAL AUTHORITY. TRPA shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. Encourage partners whose projects are funded to demonstrate non-federal match; however, this is not mandatory and a specific percentage does not need to be met.

C. Provide staff to manage and oversee the utilization of the Lake Tahoe Restoration Act funding provided in this agreement, as shown in the Financial Plan.

D. Utilize funding available in this agreement to support projects identified in this agreement and on the Environmental Improvement Program 5-year project list.

E. Ensure that projects utilizing the LTRA funding provided under this agreement are consistent with the requirements of the Wyden Authority. If a non-federal entity is unable to complete a project prior to the term of the agreement due to unforeseen circumstances, TPRA will require the non-federal entity to provide documentation as to why it cannot meet the obligations.

F. Ensure that all projects approved to utilize funding under this agreement are completed and all funding expended prior to the expiration of this agreement.

G. Seek approval in writing from the Forest Service for projects nominated to receive funding, prior to awarding LTRA funds to EIP implementing agencies unless they are identified in this agreement.

H. Document the use of non-federal funding being utilized annually in support of the EIP program.

I. Meet regularly and at least quarterly with the Forest Service to ensure successful execution of this agreement.

IV. THE U.S. FOREST SERVICE SHALL:

PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse TRPA for the U.S. Forest Service's share of actual expenses incurred, not to exceed **$3,528,024.23**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of TRPA's quarterly invoice. Each invoice from TRPA shall display the total project costs for the billing period, separated by U.S. Forest Service and TRPA's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display TRPA's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. TRPA's name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).

5. Total invoice amount for the billing period, separated by the U.S. Forest Service and TRPA share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Vic Lyon, victor.lyon@usda.gov

A. Review projects nominated by the TRPA to be funded with LTRA funds and provide approval for the projects to be funded. The Forest Service's review will determine if the projects meet the criteria for receiving funding under the Wyden Authority and that the projects are consistent with the use of the federal funding (fuels and watershed budget line items) provided under this agreement.

B. Provide prompt review of proposed projects and provide approval or rationale for why the projects do not qualify to be funded within 30 days.

C. Meet regularly and at least quarterly with TRPA to ensure successful execution of this agreement.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Shay Navarro- Watersheds and Water Quality Program Manager PO Box 5310 Stateline, NV 89449 Telephone: 775-589-5282 FAX: 775-588-4727 Email: snavarro@trpa.gov	Georgina Balkwell - Financial Analyst PO Box 5310 Stateline, NV 89449 Telephone: 775-589-5277 FAX: 775-588-4727 Email: gbalkwell@trpa.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants & Agreements Contact
Vic Lyon Vegetation Management Staff Officer 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2625 FAX: 530-543-2845 Email: victor.lyon@usda.gov	Kris Gibson Grants Management Specialist 1600 Tollhouse Rd Clovis, CA 93612 Telephone: 559-297-0706 Email: kristine.gibson@usda.gov

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or TRPA are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To TRPA, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or TRPA from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of TRPA's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of TRPA's products or activities.

E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for TRPA to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the TRPA when permission is granted.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. TRPA agree(s) that any of TRPA's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as TRPA has hereby willingly agreed to assume these responsibilities.

Further, TRPA shall provide any necessary training to TRPA's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. TRPA shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

I. ELIGIBLE WORKERS. TRPA shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). TRPA shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). TRPA shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

TRPA shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

TRPA shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

TRPA shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. TRPA shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

TRPA shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

5. Advance Payments

When applicable, TRPA shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement. Any advance requested by TRPA must be expended within 30 days of receipt.

L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of **$3,528,024.23** are currently available for performance of this agreement through **September 1, 2030.** The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment above this amount until TRPA receive(s) notice of availability confirmed in a written modification by the Forest Service.

M. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If TRPA has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first $25,000 of each contract.

2. For rates greater than 10 percent and less than 25 percent, TRPA shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.

3. For a rate greater than 25 percent, the U.S. Forest Service may require that TRPA request a federally approved rate from TRPA's cognizant audit agency no later than 3 months after the effective date of the agreement. TRPA will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

N. OVERPAYMENT. Any funds paid to TRPA in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by TRPA to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or

- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to TRPA.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

O. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination TRPA shall close out the agreement.

Any unobligated balance of cash advanced to TRPA must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by TRPA.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.

TRPA shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with TRPA's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. TRPA shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. TRPA shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. TRPA is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"The Lake Tahoe Basin Management Unit of the U.S. Forest Service, U.S. Department of Agriculture"

TRPA may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. TRPA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of TRPA's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year.

V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following TRPA's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). TRPA must maintain cost and price analysis documentation for potential U.S. Forest Service review. TRPA is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. TRPA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. TRPA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> ***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***
>
> To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If TRPA materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by TRPA or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for TRPA's program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and TRPA agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by TRPA to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, TRPA shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to TRPA for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by TRPA up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

BB. DEBARMENT AND SUSPENSION. TRPA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should TRPA or any of their

principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

DD. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

EE. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **September 1, 2030** at which time it

will expire. The expiration date is the final date for completion of all work activities under this agreement.

FF. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

Signed by:
Julie W. Regan
708C6E299F81438...

August 29, 2025

JULIE W. REGAN, Executive Director — Date
Tahoe Regional Planning Agency

ERICK WALKER Digitally signed by ERICK WALKER
Date: 2025.08.30 08:21:17 -07'00'

ERICK J. WALKER, Forest Supervisor — Date
U.S. Forest Service, Lake Tahoe Basin Management Unit

The authority and format of this agreement have been reviewed and approved for signature.

KRISTINE GIBSON Digitally signed by KRISTINE GIBSON
Date: 2025.08.28 11:27:26 -07'00'

KRISTINE GIBSON — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Docusign Envelope ID: 8CC196CC-283B-4564-919F-D67FAAEEB22C

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: A

USFS Agreement No.: 25-PA-11051900-007

Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$44,000.00	$322,021.33	$34,000.00	$0.00	$400,021.33
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$9,750.00	$0.00	$9,750.00
Supplies/Materials	$0.00	$0.00	$0.00	$0.00	$0.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00		$43,500.00	$378,279.00	$421,779.00
Other		$3,157,699.71			$3,157,699.71
Subtotal	$44,000.00	$3,479,721.04	$87,250.00	$378,279.00	$3,989,250.04
Coop Indirect Costs		$48,303.20	$13,087.50		$61,390.70
FS Overhead Costs	$6,600.00				$6,600.00
Total	$50,600.00	$3,528,024.23	$100,337.50	$378,279.00	
Total Project Value:					$4,057,240.73

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 88.20%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 11.80%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Fuels Manager		$500.00	20.00		$10,000.00
Forest Health Manager		$700.00	20.00		$14,000.00
Hydrologist/Project Manager		$500.00	20.00		$10,000.00
Aquatic Biologist		$500.00	20.00		$10,000.00
Non-Standard Calculation					
Total Salaries/Labor					**$44,000.00**

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Non-Standard Calculation					
Total Travel					**$0.00**

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Non-Standard Calculation					

Total Equipment					**$0.00**

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Non-Standard Calculation				
Total Supplies/Materials				**$0.00**

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
Non-Standard Calculation					
Total Printing					**$0.00**

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Non-Standard Calculation					
Total Other					**$0.00**

Subtotal Direct Costs	$44,000.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
15.00%	$44,000.00			$6,600.00
Total FS Overhead Costs				**$6,600.00**

TOTAL COST	**$50,600.00**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Watersheds and Water Quality Program Manager		$560.66	111.80	$62,681.79
Department Manager		$648.23	72.80	$47,191.14
Grant Manager		$361.78	214.50	$77,601.81
Executive Assistant		$406.50	107.25	$43,597.13
EIP Program Manager		$545.62	55.90	$30,500.16
EIP Data Specialist		$448.14	134.89	$60,449.30
Non-Standard Calculation				
Total Salaries/Labor				**$322,021.33**

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Non-Standard Calculation				
Total Travel				**$0.00**

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Non-Standard Calculation				
Total Equipment				**$0.00**

Exhibit D
Participating Agreement

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Non-Standard Calculation				
Total Supplies/Materials				**$0.00**

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
Non-Standard Calculation				
Total Printing				**$0.00**

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/project	Total
Cole Project		1.00	$248,156.38	$248,156.38
CHIPS Project		1.00	$735,793.46	$735,793.46
Lower Rosewood Creek AOP Project (NTCD)		1.00	$750,000.00	$750,000.00
Needle Peak Localized Treatment (City of SLT)		1.00	$300,000.00	$300,000.00
AIS Monitoring and Habitat Protection (TRCD)		1.00	$1,063,749.87	$1,063,749.87
Tahoe Blue Beaches (League to Save Lake Tahoe)		1.00	$60,000.00	$60,000.00
Non-Standard Calculation				
Total Other				**$3,157,699.71**

Subtotal Direct Costs	$3,479,721.04

Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
15.00%	$48,303.20		$48,303.20
Total Coop. Indirect Costs			**$48,303.20**

TOTAL COST	**$3,528,024.23**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
CHIPS Board Member oversight/meetings		$350.00	40.00		$14,000.00
CHIPS Finance Director		$350.00	24.00		$8,400.00
CHIPS payroll/Admin/HR Support		$275.00	24.00		$6,600.00

Non-Standard Calculation

CHIPS Forestry Fellow - Field Operations		$2.00	2500.00		$5,000.00

Total Salaries/Labor					**$34,000.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

Non-Standard Calculation

Total Travel					**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Cole Project Vehicle (25 mil	25.00	$0.65	100.00		$1,625.00
CHIPS Project Vehicle (25 n	25.00	$0.65	100.00		$6,500.00
Watershed Projects (25 mile	25.00	$0.65	100.00		$1,625.00

Non-Standard Calculation				

Total Equipment				$9,750.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total

Non-Standard Calculation				

Total Supplies/Materials				$0.00

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total

Non-Standard Calculation				

Total Printing				$0.00

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
CHIPS Crew Development and Training		2.00	$20,000.00		$40,000.00
CHIPS Training Materials & Supplies		2.00	$1,750.00		$3,500.00

Non-Standard Calculation				

Total Other				$43,500.00

Subtotal Direct Costs	$87,250.00

Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
15.00%	$87,250.00			$13,087.50
Total Coop. Indirect Costs				$13,087.50

TOTAL COST	$100,337.50

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total

Non-Standard Calculation

Total Salaries/Labor					$0.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total

Non-Standard Calculation

Total Travel					$0.00

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Non-Standard Calculation					

Total Equipment					$0.00

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total

Non-Standard Calculation					

Total Supplies/Materials					$0.00

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total

Non-Standard Calculation					

Total Printing					$0.00

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Cole Project non-federal match					$60,735.00
Remaining projects non-federal match					$317,544.00

Non-Standard Calculation					

Total Other					$378,279.00

Subtotal Direct Costs	$378,279.00

TOTAL COST	$378,279.00

Attachment B TRPA/USFS Agreement # 25-PA-11051900-007
Scope of Work

Forest Health Projects:

Project Name: Calaveras Healthy Impact Product Solutions (CHIPS)
EIP Number: 02.01.01.0097 (and 26, 27, and 89)
Project Proponent: USFS
Project Description: Hazard tree mitigation and forest health and fuel reduction on forest system lands, including urban lots. CHIPS crew performs hazard tree falling, hand thinning, piling, chipping, or similar activities on forest service urban lots, Lake Tahoe Basin Management Unit (LTBMU) project areas (e.g., South Shore Fuels Reduction and Healthy Forest Restoration, West Shore Wildland Urban Interface Fuels Reduction Project, and Urban Forest Defense Zone Fuels Reduction Project), and at developed recreation sites.
Match: Non-cash contribution of 20% from CHIPS
Federal Nexus: Forest health and fuel reduction work on forest system (federal) lands.

Project Name: Cole Property
EIP Number: 02.01.01.0157
Project Proponent: USFS
Project Description: The goal of the Cole Unit Hazardous Fuels Reduction Project is to protect life, property, and the environment by reducing hazardous forest fuels and improving forest health. This project aims to mitigate wildfire risks to the critical infrastructure within and around the project area, as well as enhance the safety of the surrounding community. By strategically treating the landscape, this project will not only reduce fuel loads but also create defensible space that supports fire suppression efforts during a wildfire event. Additionally, the project will benefit the adjacent neighborhood and the nearby wildlife center by reducing the potential for catastrophic wildfires, which could threaten both human and wildlife. Through careful planning, permitting, and implementation, we will modify fire behavior to support suppression efforts, enhance forest resilience, and increase the vigor of the residual stand. In doing so, the project will benefit the surrounding community and wildlife areas, ensuring a safer and more resilient landscape for both people and nature.
Match: $60, 735
Federal Nexus: Yes

Watersheds and Water Quality Projects:

Project Name: Lower Rosewood Creek Aquatic Organism Passage Project – Implementation
EIP Number: 01.02.01.0093
Project Proponent: Nevada Tahoe Conservation District (NTCD)
Project Description: This project will remove two standpipe/metal culvert crossings installed in the late 90s at Incline Way and upstream near an existing multi-use path and replace them with structures that allow for the passage of native salmonids. In addition, project outcomes will be monitored and a monitoring report provided as part of the deliverables.
Match: $50,000 from Tahoe Fund, additional match funding is yet to be determined
Federal Nexus: The project area is within the historic range for Lahontan cutthroat trout (LCT), which provides a federal nexus with LCT being a federally listed species. The project will also expand access to LCT habitat on USFS lands upstream.

Schedule: The project will be implemented in 2026, so funding will need to be awarded by February of 2026 to facilitate contract solicitation and award.
Deliverables: Project permits, as-built drawings and monitoring report.

Project Name: Aquatic Invasive Species (AIS) Monitoring and Habitat Protection Project
EIP Number: 01.03.01.0048
Project Proponent: Tahoe Resource Conservation District
Project Description: This project will plan and implement monitoring and treatment at previously completed Aquatic Invasive Plant treatment locations on National Forest System lands to ensure no new infestations occur, projects meet objectives, and biological and physical habitat conditions on NFS lands are conserved/enhanced. A work plan will be developed and reviewed/approved by Forest Service staff. The work plan will include the following tasks: 1. Permit and Environmental Compliance, 2. Site-spefic monitoring plans, 3. Project management plans, 4. Database management, and 5. Project site coordination. A qualified, independent consultant, Marine Taxonomic Services, LLC (MTS), has been selected to perform the required tasks.
Match: $110,000 from California Tahoe Conservancy, $60,743.75 from Elk Point Marina secured. Another $50,000 is anticipated from California Tahoe Conservancy project funds.
Federal Nexus: AIS monitoring and treatments will occur on NFS lands.
Schedule: The project will be implemented starting in fall of 2025. Funding will need to be awarded to Tahoe RCD in fall of 2025.
Deliverables: Annual workplans and annual reports, outreach and public notices.

Project Name: Tahoe Blue Beaches
EIP Number: 04.02.02.0012
Project Proponent: League to Save Lake Tahoe
Project Description: This project will remove beach sub-surface litter from popular Forest Service managed recreation sites to prevent transmission of pollution into the waters of Lake Tahoe and reduce safety concerns at popular recreation sites. Work also includes outreach and education to prevent litter and improve environmental outcomes.
Match: TBD
Federal Nexus: Project will remove trash from USFS lands including beaches and general forest areas.

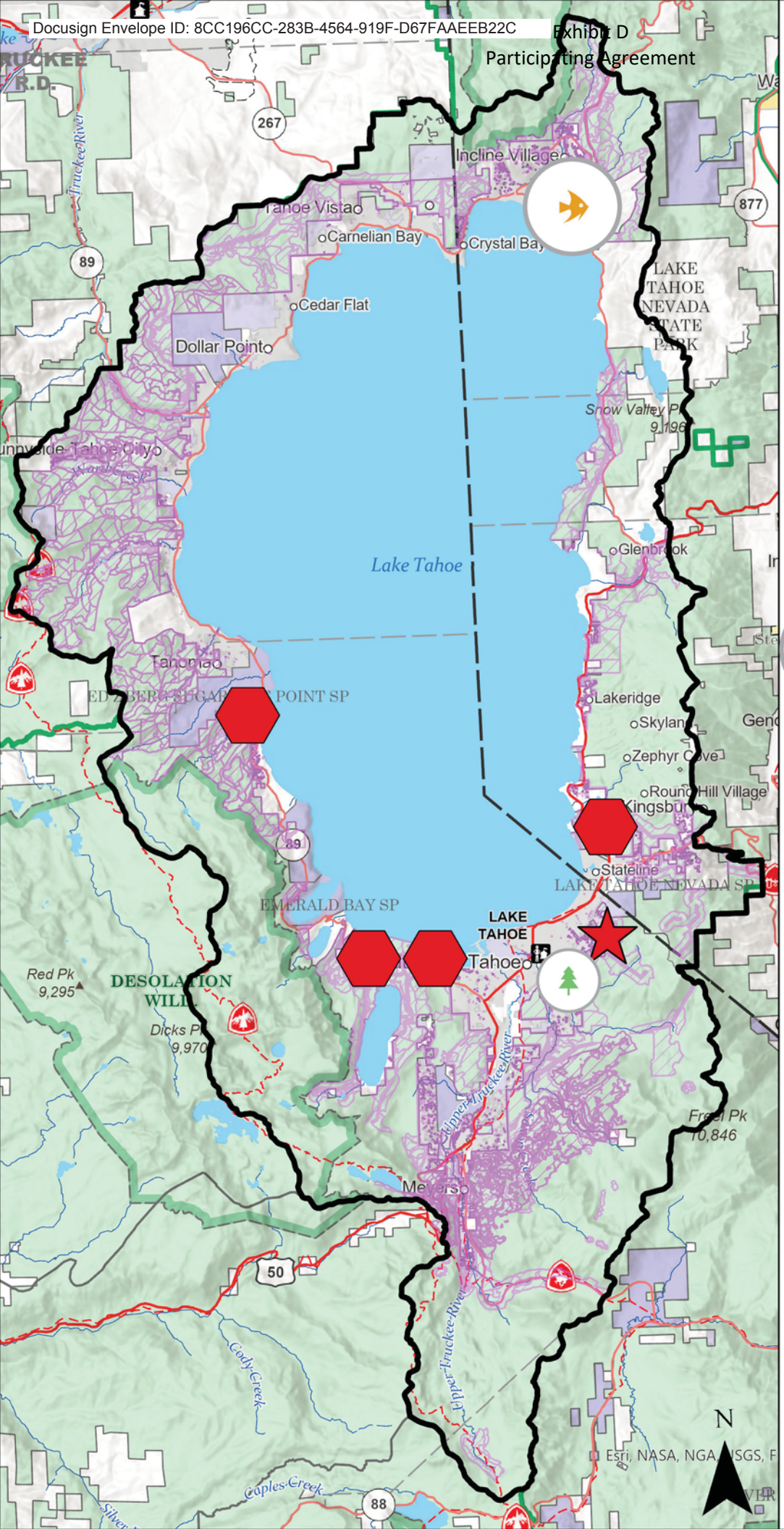
Project Name: Needle Peak Localized Treatment (part of overall Upper Bijou Park Creek Watershed Restoration Project)
EIP Number: 01.01.01.0184
Project Proponent: City of South Lake Tahoe
Project Description: As part of the Upper Bijou Park Creek Watershed Restoration Project, one of the projects that was identified to benefit water quality is the Needle Peak Localized Treatment Project. The sanding route along Needle Peak Road, Wildwood Avenue, and Ski Run Boulevard experiences a high application of road abrasives. This project identified collection points and will install sediment traps to capture the larger sediment material before it is carried down Bijou Park Creek. The sediment traps will be installed in the City of South Lake ROW at curb cuts, drain inlets, and culvert outfalls along the sanding route. Match: 13% from local sources

Federal Nexus: The federal nexus of this project is that the runoff from USFS land travels down the roads included in this project (Wildwood Avenue, Regina Road, Needle Peak Road, and Ski Run Boulevard) and carries sediment down into Bijou Park Creek. This project will provide opportunities to capture the sediment prior to reaching the creek.
Schedule: The project is currently in the final design stage, with LTRA funding to support implementation in 2027.
Goal: The project goal is to reduce stormwater pollution from roads, USFS land, and private parcels.
Deliverables: The EIP performance measure is miles of road decommissioned or retrofitted.

Docusign Envelope ID: 8CC196CC-283B-4564-919F-D67FAAEEB22C

25-PA-11051900-007 Between Tahoe Regional Planning Agency and the Lake Tahoe Basin Management Unit

Lake Tahoe Restoration Act, Environmental Improvement Program Projects Scope of Work Map



Project Area - Lake Tahoe Basin

CHIPs Project Area

Cole Property Project

Lower Rosewood Creek Project

Aquatic Invasive Species Project

Needle Peak Restoration Project

Tahoe Beaches Project - Where NFS lands contact Lake Tahoe

0 2 4 8 Mi

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 7

Agenda Item: Additional Grant Application to the Federal Aviation Administration (FAA) and Caltrans for Lake Tahoe Airport Runway Maintenance

Executive Summary: On February 10, 2026, the Airport received authorization to apply for an FAA Airport Improvement Program (AIP) grant in the amount of $250,000 for the update of the Lake Tahoe Airport Pavement Maintenance Program. Due to the availability of additional federal funding, the Airport now recommends approval of additional authorization to apply for a supplemental FAA AIP grant in the amount of $50,000, increasing the total FAA grant amount to $300,000. The Airport recommends submitting grant applications to the FAA Airport Improvement Program (AIP) for $300,000.00. Staff will submit a matching grant application to CALTRANS for the update of the Lake Tahoe Airport Runway Maintenance in the amount of $14,250.00 (4.75%). The new total amount the airport would be responsible for would be $315,750.00. NO GENERAL FUNDS WILL BE USED.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Airport Manager to apply for additional FY 2025 -2026 Federal Aviation Administration Airport Improvement Program (AIP) Grant in the amount of $50,000.00 in the combined amount of $300,000.00 and FY 2025-2026 Caltrans State Matching Grant for Lake Tahoe Airport in the amount of $2,375.00, which the combined total will be $14,250.00.

Responsible Staff Member: Milan Jevic, Airport Maintenance Supervisor

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

Attachments:

01-Staff Report-FAA Grant Addition.docx
02-Resolution Airport Pavement

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

Meeting Date: March 10, 2026

Title: Lake Tahoe Airport Runway 18/36 Pavement Preservation Grant Additional Funds Application

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

Responsible Staff Member: Milan Jevic, Airport Maintenance Supervisor, (530) 208-8074

Background: The Lake Tahoe Airport (or "TVL" or the "Airport") is a historically significant and important transportation facility for the City of South Lake Tahoe and the surrounding region. The Airport directly impacts the area's economic vitality as an essential transportation resource.

The existing pavements throughout the airport are inclusive of Runway 18/36, parallel taxiway and adjoining taxiway connectors, and general aviation aprons. Each of these airfield pavements was initially constructed in the 1950s. Runway 18/36 was last reconstructed in 2008. This project shall consist of asphalt pavement maintenance on Runway 18/36, and the runway blast pads. The proposed maintenance for these asphalt pavement areas includes the routing and filling of cracks greater than ¼" inch in width with crack sealant, application of an asphalt-based surface treatment, and application of pavement markings. The proposed periodic maintenance will mitigate pavement cracking and provide a surface treatment resistant to UV rays, water and oxidation.

Staff would like to extend the existing runway pavement's useful life, maintain the pavement condition for the safe operation of aircraft, and minimize the potential for foreign object debris (FOD) and other environmental issues. The Runway 18/36 Pavement Preservation project will be designed by Consultant Jviation, a Woolpert company, and will be constructed in accordance with current requirements, regulations, rules, policies, grant assurances, and Advisory Circulars (ACs).

Issue and Discussion: The Federal Aviation Administration (FAA) allows eligible general aviation airports to receive up to a 95 percent federal share for Airport Improvement Program (AIP) grants, with the airport sponsor responsible for the remaining 5 percent match through a combination of state and/or local funds. The California Transportation Commission provides 4.75 percent of FAA grant amounts as state matching funds, with the Airport certifying the remaining 0.25 percent of total project costs from local sources.

On February 10, the Airport received authorization to apply for a FAA Airport Improvement Program (AIP) grant in the amount of $250,000.00 for the update of the Lake Tahoe Airport Pavement Maintenance Program. Due to the availability of additional federal funding, the Airport now recommends approval of additional authorization to apply for a supplemental FAA AIP grant in the amount of $50,000.00, increasing the total FAA grant amount to $300,000.00.

Staff will submit a corresponding matching grant application to Caltrans in the amount of $14,250.00, which will leave the airports match now $315,750.00.

Staff Recommendation:

Pass a Resolution approving and authorizing the Airport Manager to apply for an additional FAA AIP grant for the pavement maintenance project. Also, allow the Airport Manager to apply for the Caltrans grant for the same project.

Financial Implications: Upon approval of the FAA and Caltrans Matching grants, staff will bring this back to city council for acceptance of award and for authorization of the Finance Director to appropriate the budget in account# 501800 as follows:

2025-2026 AIP Grants and Caltrans: Lake Tahoe Airport Pavement Maintenance
Estimated Project Cost $630,000.00
95% FAA grants - $300,000.00, total in grants
4.75% Caltrans AIP Matching Grant Participation $14,250.00
0.25% City Grant Match and Airport Cash balance of $315,750.00 NO GENERAL FUNDS WILL BE USED

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

Policy Implications: This pavement maintenance project will extend the useful life of the airfield pavements until the next rehabilitation and reconstruction project in 5-7 years.

Resolution 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

March 10, 2026

Additional Authorization for the Airport Manager to Apply for FY 2025-2026 Federal Aviation Administration Airport Improvement Program (AIP) Grant and Caltrans Grant Program

BACKGROUND

A. The Airport Manager requests to apply for 2025-2026 AIP grants to fund the Runway Maintenance Project with the FAA and to accept when received. This project will be funded 95% from the FAA and 4.75% from Caltrans, which will leave the City's contributions at 0.25% and the airport's cash balance for all funds not received from the FAA.

B. The FAA has approved an additional $50,000.00 dollars to the airport for the Runway Pavement Maintenance Project, which will bring the total not to exceed $300,000.00.

C. Caltrans will also match 4.75% which will bring an additional amount up to $14,250.00.

D. On February 10, 2026, City Council approved the airport to apply for FAA and Caltrans funding in the amount of $250,000.00 from FAA and $11,875.00 from Caltrans.

E. Upon award, the Airport Manager will submit to the City Council a request for authorization to accept each of the awards and appropriate the City's share for the match and additional funding as necessary.

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 Airport Manager to file the application with the Federal Aviation Administration (FAA) for the Pavement Maintenance Project for an amount not to exceed $300,000.00 from the FAA for the Project at Lake Tahoe Airport. The total amount of the increase will be $50,000.00

2. Authorizes the Airport Manager to file an application for a State AIP Matching grant for this project in the amount not to exceed $14,250.00. Total amount of Caltrans grant match increase will be $2,375.00

3. Authorizes the Airport Manager to sign any documents required to apply for these subject funds on behalf of the City of South Lake Tahoe.

4. Acknowledges that the City's Match of 0.25% and additional funding as required for the project will be appropriated from the Airport's Cash Balance, for the amount up to $315,750.00, upon the acceptance of each grant award.

Adopted by the City of South Lake Tahoe City Council on March 10, 2026 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, 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

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 8

Agenda Item: Purchase of Two Police Patrol Vehicles and Related Equipment

Executive Summary: This action item would authorize the purchase of two (2) 2026 Chevrolet Tahoe 4WD PPV police vehicles, related equipment, and installation for a total purchase price not to exceed $209,474.70. Champion Chevrolet submitted the lowest bid in a competitive bidding process on Planet Bids. The radio equipment will be purchased from Mobile One, the distributor for our EF Johnson/Kenwood radios. The other electronics and upfitting will be obtained through a Placer County cooperative purchase agreement with Lehr.

Requested Action / Suggested Motions: Pass a Motion authorizing the purchase of two (2) 2026 Chevrolet Tahoes from Champion Chevrolet for $131,749.72; police vehicle electronics, equipment, and installation from Lehr for $65,874.86 under a cooperative purchasing agreement, and other relevant equipment, using existing budget appropriations for a total not to exceed $209,474.70, and authorize the Interim City Manager to execute the corresponding Purchase Orders.

Responsible Staff Member: Lt. Scott Crivelli

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

Attachments:

01-_Staff_Report_Replacement_Marked_Patrol_Vehicles03.docx
02 - BidSummary Chevy Tahoe PPV.pdf
03 - Lehr Quote Vehicle 1.pdf
04 - Lehr Quote Vehicle 2.pdf
05 - MobileOne Patrol Car Radios.pdf
06 - Placer County Cooperative Purchasing Agreeement.pdf

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

Meeting Date: March 10, 2026

Title: Police Patrol Vehicle Replacement

Location: Police Department

Responsible Staff Member: Lieutenant Scott Crivelli (530) 542-6130

Background: The police department needs to replace ageing patrol cars. Historically, funding for the purchase of police vehicles has come almost entirely from Proposition 172, a Safety Sales Tax. This is a restricted revenue source required to be used specifically for public safety services which includes sheriffs, police, fire protection, county district attorneys, county corrections and ocean lifeguards. This request to purchase two replacement patrol police vehicles will use funds from that source.

Issue and Discussion: The Police Operations Division (marked patrol vehicles) currently has several vehicles to be replaced. These replaceable patrol cars have high mileage, high engine hours, or have already been decommissioned due the cost or repair to keep them operable.

The Police Department seeks approval to purchase two (2) 2026 Chevrolet Tahoe police pursuit vehicles (PPV) to be outfitted as patrol cars.

Chevrolet offers the Tahoe in a 4-wheel drive SUV, PPV package. The Police Department has found these specific vehicles to be effective, reliable, and comfortable for all seasons and variable driving conditions in South Lake Tahoe. The Chevy Tahoe has also been selected and currently driven by the California Highway Patrol and El Dorado County Sheriff's Office. The City's Fleet Division endorses the purchase of these vehicle types and brand for the police patrol division to maintain consistency in the police fleet for efficiency in maintenance.

The police department recommends the purchase of equipment for upfitting such as radios, restraint backseats, emergency lights, push bumpers, computers, and other internal components. Axon in-car cameras have already been removed from decommissioned patrol cars, which will be re-installed into the new patrol vehicles

It should be noted, only one state purchasing contract exists for these specific police make and models. The dealership awarded the contract through state cooperative purchasing, is the same dealer staff had procurement issues with in the past. On a previous purchase, the dealership failed to produce the vehicles, communication was lackluster and ultimately the PO was canceled, and the purchase had to go out to bid a second time. For this reason, staff elected to go through the formal bid process through Planet Bid.

At the request of the Police Department, the Fleet Division advertised the procurement through PlanetBid on January 23, 2026. 29 vendors were notified. When the bidding process closed on February 6, 2026; Jessup Auto Plaza in Cathedral City, CA submitted the lowest bid at $131,740.29. However, Fleet Division Management found in the bidding process Jessup Auto Plaza noted additional fees were pending. Jessup Auto did not specify what additional fees would be pending and to what amount. Due to the fact additional unknown fees will be charged to the city on top or the original quoted amount, the actual cost through Jessup Auto is unknown. Therefore, staff elected to award the bid to the next lowest bidder, Champion Chevrolet, for a total of $131,749.72 (difference of $9.43).

Financial Implications: The expense of the vehicle purchase recommended in this staff report will have no impact on the City General Fund. The collective bid for these two marked police vehicles was $131,749.72. This makes the price of each individual Chevy Tahoe PPV $65,874.86. The department recommends purchasing these two replacement police vehicles
.
The department also recommends purchasing equipment and upfit services from Mobile One and Lehr. The cost for radio equipment from Mobile One for both vehicles will be $9,999.56. The cost for additional equipment and upfitting from Lehr for both vehicles will be $67,725.42.

The total purchase price, with equipment and upfitting for two 2026 Chevrolet Tahoe 4WD PPVs will be $209,474.70. This purchase will be funded from the Police Department Vehicle Replacement fund, Account # 21102110-46130, which had a current balance of $501,341.60.

The radio purchase will be from Mobile One as they are the distributor for our EF Johnson/Kenwood radios. A cooperative purchase agreement will be used for all other equipment and upfitting from Lehr using Placer County- Lehr contract SCN108420.

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

Policy Implications: This report considers Climate Action Plan Action Item EV-2 which directs that city fleet vehicles move toward electric vehicles. Emergency response EVs are not a viable option for emergency response police operations at this time. There are several components to address by city action or developing technology before bringing EVs into the emergency response fleet.

> Infrastructure: The infrastructure at the Police Department requires major upgrades to support EV emergency response vehicles. These upgrades include service panel, building wiring, transformers, meters, and the modifications to install each. Additional infrastructure upgrades include a significantly larger emergency generator to carry the additional required capacity to charge in the event of electric utility power loss. These upgrades are being considered and designed under a current contract for Electrical Engineering with EV Range and include several other city fleet EV charging sites as well.
>
> Other considerations are addressed below and deal indirectly with infrastructure by addressing emergency operations rather than routine patrol operations. These other considerations may become irrelevant in the future as adoption of EV becomes universal or as technology advances to provide options not yet considered.

Fleet Resilience: Emergency operations, such as Caldor Fire response, require continuous vehicle operation with little to no down time between emergency responses or police related activity. Also, police emergency vehicles often leave the basin for assistance in wildfires in our area. Police emergency vehicles left the basin to assist in the Mosqutio Fire, Tamarack Fire, and King Fire. The nature of an emergency response requires the officer and their equipment to be self-sufficient and able to self-evacuate. When police respond to wildfires for assistance, officers are typically in remote areas of El Dorado County or other remote areas, helping facilitate evacuations and patrolling abandoned neighborhoods. These remote areas often have power outages due to the fire, and even with power, offer no EV charging solution to continue emergency assistance.
Collisions: Damage that may be survivable and/or easily reparable for an internal combustion engine emergency response vehicle may be catastrophic for an EV. Sudden and long-term loss of a vehicle patrol vehicle may impact normal and emergency police operations with an inordinate and incapacitating delay for EV replacement, not to mention budget impacts.

The purchase of these vehicles supports the following strategic priorities:

- Priority 3: Ensure Public Safety

Bid Detail

Project Title	Purchase of Chevrolet Tahoe 4WD PPV
Invitation #	01-23-2026
Bid Posting Date	01/23/2026 8:16 AM (PST)
Project Stage	Closed
Project Due Date	02/06/2026 8:02 AM (PST)
Response Format	Electronic only
Link to Project	https://vendors.planetbids.com/portal/14997/bo/bo-detail/137583
Reference ID	2026-23-01
Project Type	RFQ (Request for Quote)
Response Types	Line Items
Type of Award	Lump Sum
Categories	336112 - Light Truck and Utility Vehicle Manufacturing 423110 - Automobile and Other Motor Vehicle Merchant Wholesalers 441110 - New Car Dealers 441229 - All Other Motor Vehicle Dealers
License Requirements	
Restriction	None
Restricted To	
Department	Public Works
Address	1700 D Street South Lake Tahoe, California 96150
County	El Dorado
Bid Valid	
Liquidated Damages	
Target Bid Amount	
Estimated Bid Value	
Start/Delivery Date	
Project Duration	
Prevailing Wage	No
Cooperative Bid	No
Piggy-backable	No
eBid Notes	

Pre-Bid Meeting Information

Pre-Bid Meeting	No

Online Q&A

Online Q&A	Yes
Q&A Deadline	02/02/2026 8:08 AM (PST)

Contact Information

Contact Info	Phil Harwood 530-542-6086 pharwood@cityofslt.gov
Bids to	

Owner's Agent

Description

Scope of Services	Purchase of Chevrolet Tahoe 4WD PPV
Other Details	
Notes	
Special Notices	
Local Programs & Policies	

Documents

File Title	File Name	Status
Spec Chevrolet Tahoe PPV	Spec Chevy Tahoe PPV.pdf	On Server

Download Cost $0.00

Line Items

Item #	Item Code	Section	Type	Description	UOM	Qty	Reference	MFR	Model #	Brand Req	Brand	Delivery Loc
1		Section 1		Chevrolet Tahoe PPV 4WD	EA	2		Chevrolet	Tahoe PPV			
2		Section 2		Delivery to City of South Lake Tahoe CA 96150	EA	2						
3		Section 3		Sales Tax 8.75% to be added to bid	EA	2						

Vendor Notification

Agency Notifications 29 City of South Lake Tahoe vendors notified

01/23/2026 8:16 AM (PST) 29 vendors notified

using Criteria **Category:**
336112 - Light Truck and Utility Vehicle Manufacturing
423110 - Automobile and Other Motor Vehicle Merchant Wholesalers
441110 - New Car Dealers
441229 - All Other Motor Vehicle Dealers

Country: United States
State: California

Bar None Auction (241542)
2440 Gold River Road, Suite 200
Rancho Cordova, California 95670
United States

Contact: Jennifer Spradlin
Phone: 916-265-2488
Fax: 916-638-8961
Email: jspradlin@barnoneauction.com

BOB WONDRIES MOTORS (73202)
400 S. Atlantic Blvd.
Alhambra, California 91801
United States

Contact: Yesenia Covarrubias
Phone: 626-457-5590 **ext.**
Fax: 626-457-5593
Email: wondriesfleetbids@gmail.com

CDCE INC (72334)
22641 OLD CANAL ROAD
YORBA LINDA, California 92887
United States

Contact: BRIAN SOLOMON
Phone: 714-282-8881 **ext.** 225
Fax: --
Email: BSOLOMON@CDCE.COM

WBE

CHAMPION CHEVROLET (1473227)
800 KIETZKE LANE
RENO, California 89502
United States

Contact: KYLE OUTLAND
Phone: 775-334-6525
Fax:
Email: koutland@championchev.com

Coaling Motors / Lasher Dodge (141854)
625 E Elm St
Coalinga, California 93210-1514
United States

Contact: Bill Kemery
Phone: 916-429-4700
Fax: 916-421-0149
Email: billk@lasherauto.com

Courtesy Chevrolet Center (1657594)
750 Camino Del Rio North
san Diego, California 92108
United States

Contact: Javier Botero
Phone: 619-297-4321
Fax:
Email: jbotero@courtesysd.com

Elk Grove Auto (1519310)
8575 Laguna Grove Drive
Elk Grove, California 95757
United States

Contact: Jerry Powers
Phone: 916-426-5752
Fax:
Email: Dodge@lasherauto.com

EVCS (1386233)
11800 Clark Street
Arcadia, California 91006
United States

Contact: Melissa Lowry
Phone: 866-300-3827
Fax:
Email: grants@evcs.com

Fairfield Chevrolet (1550755)
2501 Martin Rd
Fairfield, California 94534
United States

Contact: Marco Oropeza
Phone: 707-249-2315
Fax:
Email: fleet@fairfieldchevrolet.net

Fremont Chevrolet (1470937)
5850 Cushing pkwy
Fremont, California 94538
United States

Contact: Nelson Huntley
Phone: 707-494-4480
Fax:
Email: Nelson.huntley@cacargroup.com

Fresno Truck Center (72545)
100 Opportunity Street
Sacramento, California 95838
United States

Contact: Dean Needham
Phone: 916-286-2013 **ext.**
Fax: 916-286-2085
Email: dneedham@sacramentotruck.com

Future CDJR of Concord (1267690)
2121 Diamond blvd
Concord, California 94520
United States

Contact: Ramin Bateni
Phone: 925-822-8650
Fax:
Email: rbateni@futurecdjr.com

Greenkraft Inc (597590)
2530 South Birch Street
Santa Ana, California 92707
United States

Contact: Sosi Bardakjian
Phone: 714-545-7777 **ext.** 222
Fax:
Email: sosi@greenkraftinc.com

Greenwood Chevrolet (1274747)
270 San Felipe Rd.
Hollister, California 95023
United States

Contact: Chris Greenwood
Phone: 831-637-5328
Fax:
Email: chris.greenwood@greenwoodmotors.com

Jack Doheny Supplies, Inc. (72655)
1700 Verne Roberts Circle
Antioch, California 94509
United States

Contact: MARK PADUVERIS
Phone: 925-777-0944
Fax: 925-777-0945
Email: markpaduveris@dohenysupplies.com

Jessup Auto Plaza - Commercial Fleet Division (1684462)
68111 E. Palm Canyon Drive
Cathedral City, California 92234
United States

Contact: Mark A. Battista
Phone: 760-459-7342
Fax:
Email: markbattista@jessupautoplaza.com

Maniar Corporation (1702530)
610 Caletti Ave
Windsor, California 95492
United States

Contact: Abdul
Phone: 707-953-9742
Fax:
Email: maniar.corporation@gmail.com

SBE, OSB

Pacific Material Handling Solutions, INC (72845)
8111 Fruitridge Rd.
Sacramento , California 95826
United States

Contact: Pete Thomas
Phone: 916-381-4000 **ext.**
Fax: 916-381-5217
Email: pthomas@pmhsi.com

PREMIER CDJR OF BUENA PARK (1620720)
7301 artesia blvd
buena park, California 90621
United States

Contact: Patrick Graham
Phone: 714-606-6691
Fax:
Email: PGRAHAM@PREMIERCDJRBUENAPARK.COM

Sacramento CDJR LLC (1624408)
3610 Fulton Ave
Sacramento, California 95828
United States

Contact: Shanna Fairbanks
Phone: 916-975-9977 **ext.** 1889
Fax:
Email: shannaf@cdjrsacramento.com

WBE

Selman Chevrolet (1322679)
1800 E Chapman Ave
Orange, California 92867
United States

Contact: Mike Bradley
Phone: 949-836-8437
Fax:
Email: mikebradley@selmanchevy.com

SF Moto (1069800)
275 8th. Street
San Francisco, California 94103-3924
United States

Contact: Eric Halladay
Phone: 415-861-6100 **ext.** 285
Fax: 415-861-7198
Email: eric@sfmoto.com

OSB

South Bay Auto Auction (605757)
13210 S Normandie Ave
Gardena, California 90249
United States

Contact: Bradley Lance
Phone: 209-647-3377
Fax:
Email: bradley.lance@southbayautoauction.com

Tim Moran Chevrolet (1698673)
400 Carriage Circle
Hemet, California 92545
United States

Contact: Dina Castanon
Phone: 951-658-3181 **ext.** 461
Fax:
Email: dcastanon@timmorancan.com

US Auctions (667931)
130 East 9th Street
Upland, California 91786
United States

Contact: Armando Camarena
Phone: 909-921-1008
Fax:
Email: armando@usauctions.net

Watsonville Fleet Group (1001561)
555 Auto Center Drive
Watsonville, California 95076
United States

Contact: Yesenia Covarrubias
Phone: 626-457-5590
Fax: 626-457-5593
Email: fleet@watsonvillefleetgroup.com

Wattco (1270172)
2230 Cordelia Road
Fairfield, California 94534
United States

Contact: Larry Tucker
Phone: 707-435-9233
Fax:
Email: ltucker@Wattco.net

Western Truck Exchange (381840)
159 E. Manchester Ave
Los Angeles, California 90003
United States

Contact: Dan Holtzman
Phone: 323-750-1277
Fax: 323-789-9929
Email: dan@westtruck.com

OSB, SBE

Winner Chevrolet, Inc. (1272099)
8575 Laguna Grove Drive
Elk Grove, California 95757
United States

Contact: Jerry Powers
Phone: 916-426-5752
Fax: 916-421-0149
Email: winner@lasherauto.com

01/30/2026 12:27 PM (PST) No vendors notified

using Criteria **Category:**
336112 - Light Truck and Utility Vehicle Manufacturing
423110 - Automobile and Other Motor Vehicle Merchant Wholesalers
441110 - New Car Dealers
441229 - All Other Motor Vehicle Dealers

Country: United States
State: California

Prospective Bidders

11 Prospective Bidders

Vendor	Contact	Vendor Type	Status
CARL BLACK AUTOMOTIVE GROUP (3123442) 11500 E COLONIAL DR ORLANDO, Florida 32817 United States	**Contact:** EDGAR MASSONI **Phone:** 305-781-3661 **Fax:** **Email:** emassoni@carlblack.com		Bidder
CHAMPION CHEVROLET (3135831) 800 KIETZKE LANE RENO, California 89502 United States	**Contact:** KYLE OUTLAND **Phone:** 775-334-6525 **Fax:** **Email:** koutland@championchev.com		Bidder
Fairfield Chevrolet (3125942) 2501 Martin Rd Fairfield, California 94534 United States	**Contact:** Mekhai Sta Rosa **Phone:** 707-422-7777 **ext.** 9063 **Fax:** **Email:** fleet@fairfieldchevrolet.net		Bidder
GovData Consulting LLC (3132979) 123 Business Ave San Diego, California 92101 United States	**Contact:** John Smith **Phone:** 619-555-0100 **Fax:** **Email:** smqvaqyv@sharklasers.com		Bidder
Greenwood Chevrolet (3123555) 270 San Felipe Rd. Hollister, California 95023 United States	**Contact:** Chris Greenwood **Phone:** 831-637-5328 **Fax:** **Email:** chris.greenwood@greenwoodmotors.com		Bidder
GSA Contract Services, LLC (3124428) 4622 Cedar Avenue #213 Wilmington, North Carolina 28403 United States	**Contact:** Sarah Vine **Phone:** 202-280-7019 **Fax:** **Email:** Sarah.vine@mgbids.com		Bidder
Jessup Auto Plaza - Commercial Fleet Division (3123886) 68111 E. Palm Canyon Drive Cathedral City, California 92234 United States	**Contact:** Mark A. Battista **Phone:** 760-459-7342 **Fax:** **Email:** markbattista@jessupautoplaza.com		Bidder
Michael Hohl Motors (3129417) 2900 Research Way Carson City, Nevada 89706 United States	**Contact:** Terry Rouda **Phone:** 806-474-6654 **Fax:** **Email:** ninertr@gmail.com		Bidder
MZB Traffic Management Inc. (3127910) 1192 Athlone Lane Corona, California 92882 United States	**Contact:** Humayun Aziz **Phone:** 949-254-4792 **Fax:** **Email:** info@mzbinc.com		Bidder

Selman Chevrolet (3127337) 1800 E Chapman Ave Orange, California 92867 United States	**Contact:** Vincent Eible **Phone:** 810-922-1025 **Fax:** 714-633-9406 **Email:** veible@selmanchevy.com	Bidder
Tim Moran Chevrolet (3123338) 400 Carriage Circle Hemet, California 92545 United States	**Contact:** Dina Castanon **Phone:** 951-658-3181 **ext.** 461 **Fax:** **Email:** dcastanon@timmorancan.com	Bidder

Released Questions

Set 1

1.1 Submitted 01/30/2026 8:21 AM (PST) Is the city willing to accept previous model years, e.g. 2024 or 2025,...

Vendor Fairfield Chevrolet

Question Is the city willing to accept previous model years, e.g. 2024 or 2025, or are only current production year models accepted?

Answer No. 2026 vehicle required

Bid Results

Bidder Details

Vendor Name	Jessup Auto Plaza - Commercial Fleet Division
Address	68111 E. Palm Canyon Drive Cathedral City, California 92234 United States
Respondee	Mark A. Battista
Respondee Title	Government Bid Specialist
Phone	760-459-7342
Email	markbattista@jessupautoplaza.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	01/26/2026 8:47 AM (PST)
Delivery Method	Electronic / 8:33 a.m.
Bid Responsive	
Bid Status	Submitted
Confirmation #	465936

Respondee Comment

Buyer Comment

Line Items

Discount Terms 1% 20 net 30

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Discounted Total	Response	Comment
Section 1							$120,800.9200	$119,592.9108		
1			Chevrolet Tahoe PPV 4WD	EA	2	$60,400.4600	$120,800.9200	$119,592.9108	Yes	Registration and document fees additional.
Section 2							$1,700.0000	$1,683.0000		
2			Delivery to City of South Lake Tahoe CA 96150	EA	2	$850.0000	$1,700.0000	$1,683.0000	Yes	Delivery within 120 days of receipt of order.
Section 3							$10,570.0800	$10,464.3792		
3			Sales Tax 8.75% to be added to bid	EA	2	$5,285.0400	$10,570.0800	$10,464.3792	Yes	

Line Item Subtotals

Section Title	Line Total	Discounted Total
Section 1	**$120,800.9200**	**$119,592.9108**
Section 2	**$1,700.0000**	**$1,683.0000**
Section 3	**$10,570.0800**	**$10,464.3792**
Grand Total	**$133,071.0000**	**$131,740.2900**

Bidder Details

Vendor Name	CARL BLACK AUTOMOTIVE GROUP
Address	11500 E COLONIAL DR ORLANDO, Florida 32817 United States
Respondee	CARL BLACK OF ORLANDO, LLC
Respondee Title	COMMERCIAL ACCOUNT MANAGER
Phone	305-781-3661
Email	EMASSONI@CARLBLACK.COM
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	01/27/2026 10:19 AM (PST)
Delivery Method	TRANSPORT / 20 WEEKS
Bid Responsive	
Bid Status	Submitted
Confirmation #	466221

Respondee Comment

Buyer Comment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$123,794.0000		
1			Chevrolet Tahoe PPV 4WD	EA	2	$61,897.0000	$123,794.0000	Yes	
Section 2							$0.0000		
2			Delivery to City of South Lake Tahoe CA 96150	EA	2	$0.0000	$0.0000	Yes	
Section 3							$10,831.9800		
3			Sales Tax 8.75% to be added to bid	EA	2	$5,415.9900	$10,831.9800	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$123,794.0000**
Section 2	**$0.0000**
Section 3	**$10,831.9800**
Grand Total	**$134,625.9800**

Bidder Details

Vendor Name	Michael Hohl Motors
Address	2900 Research Way Carson City, Nevada 89706 United States
Respondee	Terruy Rouda
Respondee Title	Fleet Manager
Phone	806-474-6654
Email	ninertr@gmail.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	01/29/2026 12:01 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	466729

Respondee Comment

Buyer Comment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$122,400.0000		
1			Chevrolet Tahoe PPV 4WD	EA	2	$61,200.0000	$122,400.0000	Yes	
Section 2							$0.0000		
2			Delivery to City of South Lake Tahoe CA 96150	EA	2	$0.0000	$0.0000	Yes	
Section 3							$10,710.0000		
3			Sales Tax 8.75% to be added to bid	EA	2	$5,355.0000	$10,710.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$122,400.0000**
Section 2	**$0.0000**
Section 3	**$10,710.0000**
Grand Total	**$133,110.0000**

Bidder Details

Vendor Name	Fairfield Chevrolet
Address	2501 Martin Rd Fairfield, California 94534 United States
Respondee	Mekhai Sta Rosa
Respondee Title	Fleet Manager
Phone	707-422-7777
Email	fleet@fairfieldchevrolet.net
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	02/02/2026 3:40 PM (PST)
Delivery Method	Within 120 Days of Purchase
Bid Responsive	
Bid Status	Submitted
Confirmation #	467073

Respondee Comment

Buyer Comment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$127,484.0000		
1			Chevrolet Tahoe PPV 4WD	EA	2	$63,742.0000	$127,484.0000	Yes	
Section 2							$0.0000		
2			Delivery to City of South Lake Tahoe CA 96150	EA	2	$0.0000	$0.0000	Yes	
Section 3							$11,154.8600		
3			Sales Tax 8.75% to be added to bid	EA	2	$5,577.4300	$11,154.8600	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$127,484.0000**
Section 2	**$0.0000**
Section 3	**$11,154.8600**
Grand Total	**$138,638.8600**

Bidder Details

Vendor Name	CHAMPION CHEVROLET
Address	800 KIETZKE LANE RENO, California 89502 United States
Respondee	Kyle Outland
Respondee Title	FLEET MANAGER
Phone	775-750-7242
Email	koutland@championchev.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	02/05/2026 9:54 AM (PST)
Delivery Method	ORDER BASIS 10-14 WEEKS
Bid Responsive	
Bid Status	Submitted
Confirmation #	467770

Respondee Comment

Buyer Comment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$121,134.0000		
1			Chevrolet Tahoe PPV 4WD	EA	2	$60,567.0000	$121,134.0000	Yes	
Section 2							$16.5000		
2			Delivery to City of South Lake Tahoe CA 96150	EA	2	$8.2500	$16.5000	Yes	FOB - CHAMPION CHEVROLET
Section 3							$10,599.2200		
3			Sales Tax 8.75% to be added to bid	EA	2	$5,299.6100	$10,599.2200	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$121,134.0000**
Section 2	**$16.5000**
Section 3	**$10,599.2200**
Grand Total	**$131,749.7200**

Sales Quote

Quote Number:	57853
Document Date:	2/17/2026
Terms:	Net 30
Payment Method:	

Sell To: City of South Lake Tahoe
Jeff Roberson
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: 530-542-6061

Ship To: South Lake Tahoe-Motor Pool
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
USA
Phone: 800-982-8468

Ship Via	Installation at Lehr	Customer ID	62850
Tax Ident. Type	Legal Entity	SalesPerson	Bill Hoblin

Vehicle Information:
2026 CHEVROLET TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	(2) 2026 Tahoe Patrol - per vehicle			
	Using Placer County Contract SCN107418			
	Front End Equipment			
BK2020TAH25	Setina, PB450L4 Aluminum Bumper Ion w/Pad 25 Tahoe	1	929.25	929.25
CEM16	Whelen Core WCX 16 Output Expansion Module	1	175.20	175.20
SA315P	Whelen Siren Speaker 100W	1	199.99	199.99
SAK70	Whelen, Speaker Bracket, Fits 2021-23 Tahoe	1	30.60	30.60
	OEM WIG-WAG and Back Flash			
I	Installation Charges	8	140.00	1,120.00
	Side Equipment			
LINSV2B	Whelen, LINZ V-Series LED Blue Under Surface Mount	1	181.20	181.20
LINSV2R	Whelen LINZ V-Series LED Red Under Surface Mount	1	181.20	181.20
LSVBKT54	Whelen, LINSV Series Mirror Mount Kit, Fits 21+ Tahoe-Pair	1	20.40	20.40
I	Installation Charges	3	140.00	420.00
	Roof Equipment			
BB2DEDE-LEHR	Whelen, 54" Liberty II Duo WCX	1	2,335.00	2,335.00
STPKT101	Whelen Strap Kit, Fits Silverado 1500 2019-2020	1		
NMO-K-DS	3/4" Hole NMO Style Mount w/17' DS Coax	2	34.87	69.74
	PROMO			
PWAT328TWSHKGCPLEHR	Panorama, Panorama Ibr900 Antenna Sharkee Gcp	1	315.00	315.00
	Confirm Radio's and number of antennas			
I	Installation Charges	3.25	140.00	455.00

Sales Quote

Quote Number:	57853
Document Date:	2/17/2026
Terms:	Net 30
Payment Method:	

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Phone: 530-542-6061

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USA
Phone: 800-982-8468

Ship Via	Installation at Lehr	Customer ID	62850
Tax Ident. Type	Legal Entity	SalesPerson	Bill Hoblin

Vehicle Information:
2026 CHEVROLET TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Drivers Compartment Equipment			
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	1		
C399SP	Whelen SCANport KIT FOR C399	1		
C-VS-1012-TAH-1	Havis Console Vehicle Specific 22", Fits 2021-2024 Chevy Tahoe	1	591.50	591.50
C-EB40-CCS-1P	Havis 4" FP Fits Cencom CCSRN, CCSRNTA, MPC03	1		
C-EB30-KCH-1P	Havis, 3" Face Plate, Fits Kenwood KCH-20R Remote Radio	1		
C-FP-3	Havis, 3" Filler Plate	1		
	10" of slanted Console used			
C-AP-0325-1	Havis, 3" Accessory Pocket, 2.5" Deep	1	38.50	38.50
C-EB40-WSB-1P	Havis 4" Face Plate, Fits Arges Remote Spotlight Control Head	1	28.00	28.00
C-FP-1	Havis, 1" Filler Plate	1		
CUP2-1001	Havis 4" Internal Self-Adjusting Double Cup Holder	1	51.10	51.10
C-USB-3	Havis, USB-C & USB Type A Dual Port Charger	1	78.40	78.40
	12" of flate console space used			
C-ARM-103	Havis, Armrest For Top Mount, Console, Large Pad	1	155.40	155.40
C-DMM-3019	Havis, Heavy Duty Dash Mount, Fits 21-23 Chevrolet Tahoe	1	418.60	418.60
C-KBM-202	Havis, Rugged Keyboard Mount and Adapter Combination	1	126.70	126.70
IK-TR-911-RED	iKey Full Travel Keyboard w/Backlit Keys	1	346.50	346.50
	PKG-MD-ARM-0306 includes the following items			
C-LDM-0012	Havis, Side Pole Mount for Swivel Arm	1	153.30	153.30
MD-ARM-0306	Havis, Swivel Arm Mount	1	112.70	112.70
	END OF ASSEMBLY			
CF-338Z005BM	Panasonic, Win11 Pro, Intel Core i7-1370P vPro, 32GB, Intel Iris Xe, 512GB OPAL SSD, Dual Pass	1	4,459.92	4,459.92
DS-PAN-1211-2	Havis, Docking Station for Panasonic TOUGHBOOK 33 & TOUGHBOOK 33 w/ 5G w/ Standard Port Replication	1	873.60	873.60
LPS-103	Havis, Power Adapter	1	223.30	223.30

Sales Quote

Quote Number:	57853
Document Date:	2/17/2026
Terms:	Net 30
Payment Method:	

Sell To: City of South Lake Tahoe
Jeff Roberson
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: 530-542-6061

Ship To: South Lake Tahoe-Motor Pool
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
USA
Phone: 800-982-8468

Ship Via	Installation at Lehr	Customer ID	62850
Tax Ident. Type	Legal Entity	SalesPerson	Bill Hoblin

Vehicle Information:
2026 CHEVROLET TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
G-BOM621-A	Intermotive, Blackout Module 2021 Chevy Tahoe (Ppv, Ssv, U.S. Vehicles Only)	1	453.13	453.13
G-PIO601-A	Intermotive Protected Idle Output, Secures Gunlock and Hatch, 2021 Tahoe	1	264.14	264.14
GK11191B1S	Setina Dual T-Rail Gun Mount 1 Blac-Rac Lock/1 Shotgun Lock #2 Key	1	794.25	794.25
60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	1	154.80	154.80
MMSU-1	Mag Mic Magnetic Mic Kit	2	34.95	69.90
I	Installation Charges	22.5	140.00	3,150.00
	Prisoner Compartment Equipment			
	PK0419TAH21 includes the following			
PK0419TAH21	Setina, #10VS C RP Coated POLY Partition	1	861.75	861.75
	BOM			
WK0514TAH21H	Setina, Window Barrier VS Steel Horizontal	1	246.75	246.75
DK0100TAH21	Setina TPO Door Panel Covers- Black 2021-26 Tahoe	1	254.25	254.25
QK1374TAH21	Setina Full Transport Replacement Seat 2021-2026 Tahoe Replaces Factory Rear Seats	1	929.25	929.25
I	Installation Charges	7.5	140.00	1,050.00
	Back End Equipment			
7126-7634	BOSS Strongbox, Pull Out Drawer 40"Wx34"Dx14"H Sng Lock	1	1,435.00	1,435.00
7634-EXPBR	BOSS Strongbox, Box Mounting Brackets, Fits Ford Explorer	1	224.00	224.00
C399	Whelen Cencom Core WCX Remote Siren & Control Center	1	1,079.00	1,079.00
TSS0B	Whelen, ION-T Surface Mount, Clear Lens Solo, Blue	1	102.60	102.60
TSS0R	Whelen, ION-T Surface Mount, Clear Lens, Solo, Red	1	102.60	102.60
TIONWEDG	Whelen Mounting Wedges ION T-Series	2	13.80	27.60
	Mounted exterior by license plate visable when hatch is open			
IONBKT1	Whelen, Universal License Plate Bracket for 2 ION Lightheads, Horizontal Mount	1	26.40	26.40
IONR	Whelen ION Series Super-LED Universal Light - Red	1	100.80	100.80

Sales Quote

Quote Number:	57853
Document Date:	2/17/2026
Terms:	Net 30
Payment Method:	

Sell To: City of South Lake Tahoe
Jeff Roberson
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So Lake Tahoe, CA 96150-6325
Phone: 530-542-6061

Ship To: South Lake Tahoe-Motor Pool
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
USA
Phone: 800-982-8468

Ship Via	Installation at Lehr	Customer ID	62850
Tax Ident. Type	Legal Entity	SalesPerson	Bill Hoblin

Vehicle Information:
2026 CHEVROLET TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
IONB	Whelen ION Series Super-LED Universal Light - Blue	1	100.80	100.80
60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	1	151.20	151.20
DC-5E8Q-25BLMB	Misc, 25' Cat 5 Cable	1	21.99	21.99
HKN6169B	Motorola 17' Control Head Remote Mount Cable APX, XTL	1		
SO-L2001	AFS, Lehr Auto Timed Power Harness-96" Braided, 6 Timed Circuits w/ Ground Wires	1	143.09	143.09
SO-L2003	AFS, Lehr Auto Timed and Ignition Power Harness-96" Braided, 4 Tmd Cicr w/ 2 Ign Cicr and 3 Greend W	1	113.95	113.95
MW-A1001	All Fleet Solutions, MW Series Speaker Adapter, Fits Whelen CORE AMP w/ CORE C399	1		
SO-408-MWDC	SPECIAL ORDER, LEHR AUTO, DATA Cable Harness FOR WHELEN CORE	1	411.35	411.35
SO-385-FL	All Fleet Solutions, MW Series, PUSH BMPR Harness, QTY 4: DUP GRILL, QTY 2 Duo SIDE LGTS & QTY 2 Duo	1	184.19	184.19
12-WCX-PWR36	AFS, WeCanX Expansion Module, 36" Canem16 Power, (4) 10 Amp Mini Fuse w/ 1/4" Ring At Battery	1	110.13	110.13
12-WCSP-CORE-28	AFS, 28" Whelen Cencom Core Siren Power Cable	1	66.37	66.37
00-1402-L	AFS, Battery Cable for 2021 Chevy Tahoe, 6 Ga Battery To Radio Tray w/ 150 Amp Circuit Breaker	1	175.27	175.27
CK-WCX-M7	All Fleet Solutions, Connector Kit for WCX-M7 ConnectorS AND 21 PINS	1	16.27	16.27
WCX-M7	All Fleet Solutions, DATA Cable JUNCTION BOX FOR WHELEN CORE, 7 PORTS	1	87.91	87.91
MB-CT001	All Fleet Solutions, Underhood Mounting Bracket for Chevy Tahoe	1	40.80	40.80
P18-FLEX	All Fleet Solutions, PWR 18 DIST CNTR, 6 BAT HOT, 6 IGN HOT, 6 TIMED CIR, 125 AMP TOTAL, 30 AMP/CIR	1	474.60	474.60
I	Installation Charges	19	140.00	2,660.00
F	Shipping Charges	1	575.00	575.00
INSTALL	Install Materials	1	435.00	435.00
	PLACER COUNTY CONTRACT #SCN107418 VALID THROUGH 9-30- 2025			

Agency Approval

Name: _____

Auth. Signature: _____

Sub-Total	**31,184.24**
Total Tax	2678.47
Total:	**33,862.71**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Sales Quote

Quote Number:	57853
Document Date:	2/17/2026
Terms:	Net 30
Payment Method:	

Sell To: City of South Lake Tahoe
Jeff Roberson
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: 530-542-6061

Ship To: South Lake Tahoe-Motor Pool
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
USA
Phone: 800-982-8468

Ship Via	Installation at Lehr	Customer ID	62850
Tax Ident. Type	Legal Entity	SalesPerson	Bill Hoblin

Vehicle Information:
2026 CHEVROLET TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	(2) 2026 Tahoe Patrol - per vehicle			
	Using Placer County Contract SCN107418			
	Front End Equipment			
BK2020TAH25	Setina, PB450L4 Aluminum Bumper Ion w/Pad 25 Tahoe	1	929.25	929.25
CEM16	Whelen Core WCX 16 Output Expansion Module	1	175.20	175.20
SA315P	Whelen Siren Speaker 100W	1	199.99	199.99
SAK70	Whelen, Speaker Bracket, Fits 2021-23 Tahoe	1	30.60	30.60
	OEM WIG-WAG and Back Flash			
I	Installation Charges	8	140.00	1,120.00
	Side Equipment			
LINSV2B	Whelen, LINZ V-Series LED Blue Under Surface Mount	1	181.20	181.20
LINSV2R	Whelen LINZ V-Series LED Red Under Surface Mount	1	181.20	181.20
LSVBKT54	Whelen, LINSV Series Mirror Mount Kit, Fits 21+ Tahoe-Pair	1	20.40	20.40
I	Installation Charges	3	140.00	420.00
	Roof Equipment			
BB2DEDE-LEHR	Whelen, 54" Liberty II Duo WCX	1	2,335.00	2,335.00
STPKT101	Whelen Strap Kit, Fits Silverado 1500 2019-2020	1		
NMO-K-DS	3/4" Hole NMO Style Mount w/17' DS Coax	2	34.87	69.74
	PROMO			
PWAT328TWSHKGCPLEHR	Panorama, Panorama Ibr900 Antenna Sharkee Gcp	1	315.00	315.00
	Confirm Radio's and number of antennas			
I	Installation Charges	3.25	140.00	455.00

Sales Quote

Quote Number:	57853
Document Date:	2/17/2026
Terms:	Net 30
Payment Method:	

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Jeff Roberson
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Ship Via	Installation at Lehr	Customer ID	62850
Tax Ident. Type	Legal Entity	SalesPerson	Bill Hoblin

Vehicle Information:
2026 CHEVROLET TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Drivers Compartment Equipment			
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	1		
C399SP	Whelen SCANport KIT FOR C399	1		
C-VS-1012-TAH-1	Havis Console Vehicle Specific 22", Fits 2021-2024 Chevy Tahoe	1	591.50	591.50
C-EB40-CCS-1P	Havis 4" FP Fits Cencom CCSRN, CCSRNTA, MPC03	1		
C-EB30-KCH-1P	Havis, 3" Face Plate, Fits Kenwood KCH-20R Remote Radio	1		
C-FP-3	Havis, 3" Filler Plate	1		
	10" of slanted Console used			
C-AP-0325-1	Havis, 3" Accessory Pocket, 2.5" Deep	1	38.50	38.50
C-EB40-WSB-1P	Havis 4" Face Plate, Fits Arges Remote Spotlight Control Head	1	28.00	28.00
C-FP-1	Havis, 1" Filler Plate	1		
CUP2-1001	Havis 4" Internal Self-Adjusting Double Cup Holder	1	51.10	51.10
C-USB-3	Havis, USB-C & USB Type A Dual Port Charger	1	78.40	78.40
	12" of flate console space used			
C-ARM-103	Havis, Armrest For Top Mount, Console, Large Pad	1	155.40	155.40
C-DMM-3019	Havis, Heavy Duty Dash Mount, Fits 21-23 Chevrolet Tahoe	1	418.60	418.60
C-KBM-202	Havis, Rugged Keyboard Mount and Adapter Combination	1	126.70	126.70
IK-TR-911-RED	iKey Full Travel Keyboard w/Backlit Keys	1	346.50	346.50
	PKG-MD-ARM-0306 includes the following items			
C-LDM-0012	Havis, Side Pole Mount for Swivel Arm	1	153.30	153.30
MD-ARM-0306	Havis, Swivel Arm Mount	1	112.70	112.70
	END OF ASSEMBLY			
CF-338Z005BM	Panasonic, Win11 Pro, Intel Core i7-1370P vPro, 32GB, Intel Iris Xe, 512GB OPAL SSD, Dual Pass	1	4,459.92	4,459.92
DS-PAN-1211-2	Havis, Docking Station for Panasonic TOUGHBOOK 33 & TOUGHBOOK 33 w/ 5G w/ Standard Port Replication	1	873.60	873.60
LPS-103	Havis, Power Adapter	1	223.30	223.30

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Tax Ident. Type	Legal Entity	SalesPerson	Bill Hoblin

Vehicle Information:
2026 CHEVROLET TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
G-BOM621-A	Intermotive, Blackout Module 2021 Chevy Tahoe (Ppv, Ssv, U.S. Vehicles Only)	1	453.13	453.13
G-PIO601-A	Intermotive Protected Idle Output, Secures Gunlock and Hatch, 2021 Tahoe	1	264.14	264.14
GK11191B1S	Setina Dual T-Rail Gun Mount 1 Blac-Rac Lock/1 Shotgun Lock #2 Key	1	794.25	794.25
60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	1	154.80	154.80
MMSU-1	Mag Mic Magnetic Mic Kit	2	34.95	69.90
I	Installation Charges	22.5	140.00	3,150.00
	Prisoner Compartment Equipment			
	PK0419TAH21 includes the following			
PK0419TAH21	Setina, #10VS C RP Coated POLY Partition	1	861.75	861.75
	BOM			
WK0514TAH21H	Setina, Window Barrier VS Steel Horizontal	1	246.75	246.75
DK0100TAH21	Setina TPO Door Panel Covers- Black 2021-26 Tahoe	1	254.25	254.25
QK1374TAH21	Setina Full Transport Replacement Seat 2021-2026 Tahoe Replaces Factory Rear Seats	1	929.25	929.25
I	Installation Charges	7.5	140.00	1,050.00
	Back End Equipment			
7126-7634	BOSS Strongbox, Pull Out Drawer 40"Wx34"Dx14"H Sng Lock	1	1,435.00	1,435.00
7634-EXPBR	BOSS Strongbox, Box Mounting Brackets, Fits Ford Explorer	1	224.00	224.00
C399	Whelen Cencom Core WCX Remote Siren & Control Center	1	1,079.00	1,079.00
TSS0B	Whelen, ION-T Surface Mount, Clear Lens Solo, Blue	1	102.60	102.60
TSS0R	Whelen, ION-T Surface Mount, Clear Lens, Solo, Red	1	102.60	102.60
TIONWEDG	Whelen Mounting Wedges ION T-Series	2	13.80	27.60
	Mounted exterior by license plate visable when hatch is open			
IONBKT1	Whelen, Universal License Plate Bracket for 2 ION Lightheads, Horizontal Mount	1	26.40	26.40
IONR	Whelen ION Series Super-LED Universal Light - Red	1	100.80	100.80

Sales Quote

Quote Number:	57853
Document Date:	2/17/2026
Terms:	Net 30
Payment Method:	

Sell To: City of South Lake Tahoe
Jeff Roberson
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: 530-542-6061

Ship To: South Lake Tahoe-Motor Pool
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
USA
Phone: 800-982-8468

Ship Via	Installation at Lehr	Customer ID	62850
Tax Ident. Type	Legal Entity	SalesPerson	Bill Hoblin

Vehicle Information:
2026 CHEVROLET TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
IONB	Whelen ION Series Super-LED Universal Light - Blue	1	100.80	100.80
60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	1	151.20	151.20
DC-5E8Q-25BLMB	Misc, 25' Cat 5 Cable	1	21.99	21.99
HKN6169B	Motorola 17' Control Head Remote Mount Cable APX, XTL	1		
SO-L2001	AFS, Lehr Auto Timed Power Harness-96" Braided, 6 Timed Circuits w/ Ground Wires	1	143.09	143.09
SO-L2003	AFS, Lehr Auto Timed and Ignition Power Harness-96" Braided, 4 Tmd Cicr w/ 2 Ign Cicr and 3 Greend W	1	113.95	113.95
MW-A1001	All Fleet Solutions, MW Series Speaker Adapter, Fits Whelen CORE AMP w/ CORE C399	1		
SO-408-MWDC	SPECIAL ORDER, LEHR AUTO, DATA Cable Harness FOR WHELEN CORE	1	411.35	411.35
SO-385-FL	All Fleet Solutions, MW Series, PUSH BMPR Harness, QTY 4: DUP GRILL, QTY 2 Duo SIDE LGTS & QTY 2 Duo	1	184.19	184.19
12-WCX-PWR36	AFS, WeCanX Expansion Module, 36" Canem16 Power, (4) 10 Amp Mini Fuse w/ 1/4" Ring At Battery	1	110.13	110.13
12-WCSP-CORE-28	AFS, 28" Whelen Cencom Core Siren Power Cable	1	66.37	66.37
00-1402-L	AFS, Battery Cable for 2021 Chevy Tahoe, 6 Ga Battery To Radio Tray w/ 150 Amp Circuit Breaker	1	175.27	175.27
CK-WCX-M7	All Fleet Solutions, Connector Kit for WCX-M7 ConnectorS AND 21 PINS	1	16.27	16.27
WCX-M7	All Fleet Solutions, DATA Cable JUNCTION BOX FOR WHELEN CORE, 7 PORTS	1	87.91	87.91
MB-CT001	All Fleet Solutions, Underhood Mounting Bracket for Chevy Tahoe	1	40.80	40.80
P18-FLEX	All Fleet Solutions, PWR 18 DIST CNTR, 6 BAT HOT, 6 IGN HOT, 6 TIMED CIR, 125 AMP TOTAL, 30 AMP/CIR	1	474.60	474.60
I	Installation Charges	19	140.00	2,660.00
F	Shipping Charges	1	575.00	575.00
INSTALL	Install Materials	1	435.00	435.00
	PLACER COUNTY CONTRACT #SCN107418 VALID THROUGH 9-30- 2025			

Agency Approval

Name: _____

Auth. Signature: _____

Sub-Total	**31,184.24**
Total Tax	2678.47
Total:	**33,862.71**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

111 Corporation Way Unit A • Venice, FL 34285
941-488-8333 • 800-717-3468 • Fax 941-488-8330

System Design • Sales • Service • Installation • Engineering

Customer: South Lake Tahoe Police Department
Address: 1352 Johnson Blvd. South Lake Tahoe, CA 96150
Attn: Jeff Roberson
Date of Quote: 2/17/2026

Quoted By: David Anderson (Regional Sales Manager)
Direct: (941)468-8166
Email: David@Mobile-One.net

Thank you for the opportunity to provide you with the information you requested. Please let the following serve as my formal quotation:

Quantity	Description	Price Per Item	Extended Price
2	VM7730BF-P VHF Mobile W/ KCH-20RV Control Head	$4,597.50	$9,195.00
2	KCT-71M2 17ft Cable	-	-
2	KMC-65M Mic	-	-
2	KCT-23M3 Standard Deck DC Cable	-	-
2	KMB-33M Standard Deck Mounting Bracket	-	-
2	KRK-17BF Remote Kit	-	-
2	KCT-46 Ignition Sense Cable	-	-
2	KES-5A Speakers for KCH-20	-	-
2	8322000002 P25 Conventional	-	-
2	8322000005 P25 Phase 1 Trunking	-	-
2	8322000006 P25 Phase 2 TDMA	-	-
2	8323000004 Multi Key AES	-	-
2	8326000002 MDC1200/ GE-Star Signaling	-	-
2	8324000002 P25 OTAR	-	-
2	8324000004 OTIP	-	-
2	8326000027 P25 Paging Decode & Encode	-	-
2	P25 OTAP	-	-
2	5db Gain Antenna Kit	-	-
		Sub Total	$9,195.00
		8.75%Tax	$804.56
		Shipping	$0.00
		Total	**$9,999.56**

Prices remain in effect 30 days from date indicated. **Terms: Net 30 days**

If you have any questions, please feel free to contact me at (941) 468-8166.
Thank you once again for the opportunity to quote you for your Communication needs.

Terms of Service

These Terms of Service (these "Terms of Service") set forth the general terms and conditions upon which Mobile-One Communications and Electronics LLC, a Delaware limited liability company (collectively with its affiliated companies, "Provider", "we" or "us"), will provide Customer (as such term is hereinafter defined), the Services (as such term is hereinafter defined) and Deliverables (as such term is hereinafter defined) set forth in the SOW (as such term is hereinafter defined) and any applicable Work Order (as such term is hereinafter defined).

By signing the SOW or accessing, paying for, using or receiving the benefit of any of the Services and/or Deliverables, Customer agrees to be bound by these Terms of Service. From time to time, Provider may modify these Terms of Service, effective upon posting such modified Terms of Service on Provider's website located at uniform resource locator https://mobile-one.net/about-us/terms-of-service.htm (the "Site"). For any Work Orders that were in effect at the time of us implementing such modifications that do not specify a service term length or other minimum service period, Customer's continued access to or use of the Services and/or Deliverables constitutes Customer's immediate acceptance of the modified Terms of Service. For any Work Orders that were in effect at the time of us implementing such modifications that specify a service term length or other minimum service period, such modifications to these Terms of Service shall become effective for any renewal period applicable to such Work Orders.

1. Definitions.

"Customer" shall mean the person or entity for which the SOW was prepared, as indicated in the SOW, or the person or entity which purchases the Services and/or Deliverables from Provider without issuance of a SOW.
"Deliverables" shall mean the products, equipment and other deliverables to be developed and/or provided by or on behalf of Provider as specifically identified in the SOW and associated Work Order(s), and any products, equipment and/or other deliverables sold by Provider without the issuance of a SOW or Work Order.
"Party" shall mean Provider or Customer, as the context requires.
"Services" shall mean the services to be provided by or on behalf of Provider as specifically identified in the SOW and associated Work Order(s).
"SOW" shall mean the Statement of Work or Scope of Work , proposal or other documentation for the Services and/or Deliverables executed by Customer.
"Work Order" shall mean a written sales order, purchase order, work order or other ordering document issued by Customer to Provider that sets forth the Services and/or Deliverables purchased by Customer from Provider in connection with a SOW.

2. Payment Terms.

The fees and terms of payment for Provider performing the Services and/or delivering the Deliverables are set forth in the SOW and applicable Work Order(s). Provider will invoice Customer for the Services and/or Deliverables upon Provider's completion of the Services and/or Deliverables, in whole or part, in accordance with the SOW. Unless otherwise agreed to in a writing signed by Provider, the invoice from Provider will be due and payable by Customer within thirty (30) days of Provider's delivery of such invoice, and any unpaid sum due to Provider after such 30-day period will bear interest at a rate equal to the lesser of 5% per month or the maximum interest rate permitted under applicable law. To secure Customer's obligations under these Terms of Service, the SOW and the Work Order(s), Customer grants Provider a security interest in the Deliverables and Provider is authorized to file a financing statement in respect of such security interest. If Provider is not timely paid in accordance with this Section 2, Provider will have a claim against Customer and the owner of the premises at which the Services and/or Deliverables are furnished, if other than the Customer, which may be enforced against the applicable property in accordance with the applicable lien laws. Provider has the right to change the fees and costs for the Services and/or Deliverables at any time upon thirty (30) days advance written notice to Customer.

3. Term and Termination.

Each SOW shall begin on the effective date indicated in such SOW and continue for the initial term specified in such SOW ("Initial Term"). With respect to Services provided by Provider (as specified in the SOW and/or associated Work Order(s)), at the conclusion of the Initial Term indicated in the applicable SOW each such SOW shall automatically renew for additional periods equivalent to the Initial Term (each, a "Renewal Term" and together with the Initial Term, collectively, the "Term"), unless written notice of termination is given at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable..
In the event that either Party is in material breach of the terms of these Terms of Service, the SOW or any associated Work Order(s), the non-breaching Party may terminate the SOW and the applicable Work Order(s) on thirty (30) days prior written notice; provided, however, that the SOW and the applicable Work Order(s) shall not be terminated as provided for herein in the event that the breaching Party cures the breach to the reasonable satisfaction of the non-breaching Party within such thirty (30)-day period or takes material steps reasonably satisfactory to the non-breaching Party to do so within such thirty (30)-day period. Furthermore, Provider may terminate the SOW and any Work Order immediately by delivering written notice to Customer upon the occurrence of any of the following events: (i) Customer's breach of its payment obligations under these Terms of Service, the SOW and/or any Work Order; (ii) a receiver is appointed for Customer or its property; (iii) Customer makes a general assignment for the benefit of its creditors; (iv) Customer commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (v) Customer becomes insolvent or is liquidating, dissolving or ceasing business operations.
Provider may terminate the SOW and any Work Order(s) for any reason (or no reason at all) upon thirty (30) days written notice to Customer, provided that if Provider terminates the SOW or Work Order in accordance with this Section 3.c, Customer shall not be required to pay any future fees attributable to the remainder of the applicable Term after the effective date of such termination.
For the avoidance of doubt, in the event of any termination pursuant to this Section 3, Customer will be responsible for paying Provider any amounts owed under the terminated SOW and/or Work Order for Services performed and/or Deliverables delivered by Provider through the effective date of the termination. Furthermore, in the event Provider terminates the SOW and/or any applicable Work Order pursuant to and in accordance with Section 3.b, Customer will be responsible for paying to Provider, within ten (10) days after the date of such termination, a termination fee equal to one hundred percent (100%) of (i) all fees, costs, expenses and other amount that would have been payable to Provider under the SOW and/or applicable Work Order(s) from the effective date of such termination through the end of the then-current Term had the early termination not occurred plus (ii) all fees, costs, expenses and other amounts that are incurred or payable (or to be incurred or payable) by Provider in connection with such termination. The early termination fee is in addition to (and does not replace) any past-due amounts accrued prior to a termination. Customer and Provider acknowledge that the actual damages to Provider from early termination would be difficult to ascertain and that any such termination fee is liquidated damages (not a penalty) and a reasonable estimate of anticipated damages to Provider from early termination.
Notwithstanding anything to the contrary contained in these Terms of Service, the SOW or any Work Order(s), all rights and obligations that accrued prior to termination of the Services or expiration of the applicable Term or that by their nature are intended to survive the termination of the Services or expiration of the applicable Term, shall survive expiration or termination in accordance with their respective terms, including, without limitation, the provisions of Sections 1, 2, 3.d, the last sentence of 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.

4. Access; Updates.

Customer shall provide Provider and its representatives, agents and subcontractors all access necessary for Provider to furnish the Services and Deliverables. Provider is authorized to access the premises at which the Services and/or Deliverables are to be furnished and make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Provider' sole discretion to provide the Services and/or for the installation, maintenance, monitoring, service, replacement and removal of the Deliverables, and Provider shall not be responsible for any condition created in connection therewith. Customer shall notify Provider in writing of any undisclosed, concealed or hidden conditions (including, without limitation, the presence of suspected asbestos or other hazardous material) in any area where installation of the Deliverables is planned or where the Services are to be performed (each, a "Hazardous Condition"), and it shall be Customer's sole obligation to remove such conditions from the premises. If Provider encounters what it reasonably believes to be Hazardous Condition, Provider shall immediately stop work and notify Customer. Any affected Services and/or Deliverables shall not thereafter be resumed until Customer has repaired the Hazardous Condition. Provider shall not be responsible for the discovery, detection or remediation of (a) any Hazardous Condition or (b) any structural or latent defects or other defects in design or construction of a facility or manufacturing defects in products, equipment or other deliverables at any premises, whether pre-existing or arising during the performance of the Services. Under no circumstances shall Provider be liable to Customer for any such conditions or damage caused thereby.

5. Representations and Warranties; Disclaimers.

Each Party represents and warrants to the other Party that, subject to Section 13 of these Terms of Service, these Terms of Service, the SOW and the applicable Work Order(s), constitute valid and legally binding obligations of such Party, enforceable against such Party in accordance with their respective terms. Customer represents and warrants to Provider that Customer and the owner of the premises, if other than the Customer, authorize Provider's (and its representatives', agents' and subcontractors') access to the premises, the provision of the Services and the installation, maintenance, monitoring, service, replacement and removal of the Deliverables. EXCEPT AS EXPRESSLY PROVIDED UNDER THESE TERMS OF SERVICE AND THE SOW, THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS, AND NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SERVICES AND/OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT PROVIDE ANY WARRANTIES REGARDING THE RESULTS THAT MAY BE OBTAINED USING THE DELIVERABLES AND/OR SERVICES. PROVIDER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND ANY OTHER ISSUES ARISING FROM CUSTOMER'S USE OF THE DELIVERABLES AND/OR SERVICES, THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY THIRD PARTY EQUIPMENT. CERTAIN PRODUCTS AND EQUIPMENT UTILIZED BY PROVIDER IN CONNECTION WITH THE SERVICES AND/OR DELIVERABLES MAY BE SUBJECT TO AN END-USER WARRANTY BY A THIRD PARTY, WHICH MAY BE (BUT ARE NOT GUARANTEED TO BE) PASSED THROUGH BY PROVIDER TO YOU, SUBJECT TO YOU FOLLOWING AND COMPLYING WITH ALL CONDITIONS AND PROCEDURES APPLICABLE TO SUCH THIRD PARTY END-USER WARRANTY. FOR THE AVOIDANCE OF DOUBT, PROVIDER PROVIDES ALL THIRD PARTY PRODUCTS AND EQUIPMENT ON AN "AS IS' BASIS WITHOUT WARRANTIES OF ANY KIND, AND CUSTOMER SHALL LOOK SOLELY TO SUCH THIRD PARTY FOR WARRANTY CLAIMS.

6. Risk of Loss.

Regardless of the party paying freight charges, all risk of loss of or damage to any Deliverables shall be borne by Customer commencing with the placement of the Deliverables in the custody of a common carrier.

7. Indemnification.
Customer hereby agrees to defend, indemnify and hold harmless Provider and its affiliates, and Provider's and its affiliates' respective officers, directors, managers, owners, employees, representatives, agents, subcontractors, successors and assigns (each, an "Indemnified Party") from and against all claims, demands, actions, causes of action, lawsuits, damages, liabilities, losses, settlement payments, judgments, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) incurred by or asserted against any Indemnified Party (each, a "Claim") arising from, in connection with or relating to (a) Customer's acts or omissions, (b) Customer's use, or any other person's or entity's use, of the Services or Deliverables; provided, that such indemnification obligations will not extend to any Claim that is directly caused by Provider's gross negligence, willful misconduct or fraud and/or (c) any Hazardous Condition.

8. Limitation of Liability.
Customer agrees that Provider and each Indemnified Party shall bear no liability to the extent arising out of Customer's failure to comply with its obligations under these Terms of Service or the SOW. IN NO EVENT WILL PROVIDER'S OR ANY INDEMNIFIED PARTY'S LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LAWSUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENT PAYMENTS, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE SOW, ANY WORK ORDER, THE SERVICES OR DELIVERABLES, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE AMOUNT PAID BY CUSTOMER TO PROVIDER FOR THE APPLICABLE SERVICES AND/OR DELIVERABLES IN THE SIX MONTHS IMMEDIATELY PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. UNDER NO CIRCUMSTANCES WHATSOEVER WILL PROVIDER OR ANY INDEMNIFIED PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, DAMAGED DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE DELIVERABLES OR SERVICES, OR LOSSES RESULTING FROM BUSINESS INTERRUPTION) HOWEVER ARISING, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 8, THE LIMITATIONS DESCRIBED IN THIS SECTION 8 WILL NOT APPLY IN THE EVENT OF A CLAIM DIRECTLY CAUSED BY PROVIDER'S OR THE APPLICABLE INDEMNIFIED PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THESE TERMS OF SERVICE, THE SOW AND THE APPLICABLE WORK ORDER(S) BETWEEN PROVIDER AND CUSTOMER. PROVIDER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN.

9. Taxes.
All amounts paid by Customer to Provider in connection with the Services and/or Deliverables are exclusive of taxes unless otherwise specified on an invoice delivered by Provider to Customer in connection with the Services and/or Deliverables. Customer agrees to bear and be responsible for the payment of all taxes which may be levied or assessed in connection with the Services and/or Deliverables (except for taxes on Provider's income, net worth or capital), including, without limitation, all sales, use, rental receipt, personal property, royalty, value added or other taxes which may be levied or assessed in connection with the Services or Deliverables. To the extent any such tax is specified on an invoice delivered by Provider to Customer in connection with the Services and/or Deliverables, Customer shall pay such billed amount of tax to Provider and Provider shall remit such billed amount of tax to the appropriate tax authorities as required by law. For the avoidance of doubt, there shall be no restriction or prohibition on the time at which Provider can bill Customer for such taxes in connection with the Services and/or Deliverables, even if billed separately by Provider after the completion of such Services and/or Deliverables, as applicable. If Provider pays any tax that is payable by Customer in accordance with this Section 9, Customer shall promptly reimburse Provider for the amount of such tax paid by Provider.

10. Non-Interference.
During the Term, and for a period of one year thereafter, Customer shall not, and shall cause such Customer's affiliates not to, directly or indirectly, solicit or entice, attempt to solicit or entice, or assist any other person or entity in soliciting or enticing, or take any other action with respect to, any client or customer of Provider for purposes of diverting such client's or customer's business or services from, or otherwise reducing, diminishing or diverting such client's or customer's business or services with, Provider.

11. Confidentiality.
Customer shall have the right to disclose the existence of the SOW and any associated Work Order(s) but not the terms and conditions contained therein, unless such disclosure is (a) approved in writing by Provider prior to such disclosure or (b) is required to be disclosed pursuant to any order of a court of competent jurisdiction or duly authorized regulatory body, provided that the Customer gives Provider sufficient prior notice to contest such order.

12. Assignment.
Customer shall have no right to transfer, delegate or assign these Terms of Service, the SOW or any Work Order, or Customer's rights or obligations under any of the foregoing, in whole or in part, without Provider's express prior written consent, and any attempted transfer, delegation or assignment in violation of the foregoing shall be null and void. Provider may transfer, delegate, assign or subcontract these Terms of Service, the SOW or any Work Order, or Provider's rights or obligations under any of the foregoing, in whole or in part, without the consent of Customer, to Provider's affiliates or in connection with a merger or sale of all or substantially all of Provider's assets. Subject to the foregoing, these Terms of Service, the SOW and the Work Order(s), as applicable, shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Notwithstanding anything to the contrary contained herein, Provider may retain and use licensed subcontractors to fulfill its duties and obligations with respect to any Services and/or Deliverables.

13. Entire Agreement.
These Terms of Service, the SOW and the Work Order(s) set forth the entire agreement and understanding of Provider and Customer relating to the subject matter herein and therein and merge all prior discussions between them. For the avoidance of doubt, by signing the SOW or accessing, paying for, using or receiving the benefit of any of the Services and/or Deliverables, Customer acknowledges and agrees that (a) no terms or conditions or other agreement, document or instrument (including, without limitation, any terms and conditions set forth in, referenced in or attached to any Work Order(s) or posted, available or accessible on Customer's website, or included in any purchase or release order, order acknowledgment or invoice (collectively, "Customer T&C")) shall apply to the Services or Deliverables other than the terms and conditions contained in these Terms of Service and/or the SOW, (b) the Services and Deliverables described in the Work Order(s) and/or the SOW are expressly limited to, and expressly made conditional on, Customer's acceptance of and assent to the terms and conditions set forth in these Terms of Service and/or the SOW without modification, and Provider expressly objects to any different or additional terms, and (c) Customer expressly accepts Provider's offer to provide the Services and Deliverables solely in accordance with, and subject to, these Terms of Service and the SOW without modification. Failure by either Party to enforce any provision of these Terms of Service or the SOW will not be deemed a waiver of future enforcement of that or any other provision. No waiver of any right hereunder shall be effective unless set forth in a writing signed by the Party entitled to the benefit of such right. All rights and remedies will be cumulative and not exclusive of any other rights or remedies. Except to the extent expressly contemplated by these Terms of Service, any amendment or other modification of any provision of these Terms of Service, the SOW or any Work Order will be effective only if in writing and signed by Provider and Customer.

14. Order of Precedence; Severability.
In the event of a conflict or inconsistency between the provisions of these Terms of Service, the SOW and/or any Work Order, then the following order of precedence shall apply: (a) these Terms of Service shall take precedence over the SOW and Work Order(s) (including any Customer T&C); (b) the SOW shall take precedence over the Work Order(s) (including any Customer T&C); and (c) the Work Order(s) (including any Customer T&C) shall not take any precedence over these Terms of Service or the SOW. If any provision, obligation or right contained in these Terms of Service or the SOW is held by a court of competent jurisdiction to be invalid, illegal or unenforceable under the circumstances, such provision's, obligation's and right's application in any other circumstances and the remaining provisions, obligations and rights of these Terms of Service or the SOW, as applicable, shall not be affected thereby. Additionally, for circumstances where a court of competent jurisdiction declares such provision, obligation or right to be invalid or unenforceable, the parties hereto shall request that such court reduce the scope, delete specific words or phrases from the provision, obligation or right, or replace the provision, obligation or right with a provision that is valid and enforceable and that comes closest to expressing the original intention of the parties hereto, and these Terms of Service and the SOW shall be enforceable as so modified in the court in which the provision was declared invalid or unenforceable.

15. Governing Law and Venue.
These Terms of Service, the SOW and the Work Order(s) are governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any action to enforce or interpret this Agreement shall be brought in the state or federal courts located in New York County, New York. EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY SUIT, ACTION OR OTHER PROCEEDING ARISING UNDER OR RELATED IN ANY WAY TO THESE TERMS OF SERVICE OR THE SOW, THE RELATIONSHIP OF THE PARTIES HERETO, THE TRANSACTIONS CONTEMPLATED IN THESE TERMS OF SERVICE OR THE SOW, THE INTERPRETATION OR ENFORCEMENT OF THE RIGHTS OR DUTIES OF THE PARTIES HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS OR OBLIGATIONS.

16. Force Majeure.
Except for the payment of fees, if Provider's or Customer's performance of any of its obligations under these Terms of Service, the SOW or any Work Order is delayed due to labor dispute, act of war, act of God, terrorism, governmental action, civil or military authority, embargo, pandemic, epidemic, flood, fire, explosion or other act of nature or any other matter not within such party's reasonable control, then the date for performance shall be extended by the time of such delay.

Updated: December 8, 2025

Supplier Contract

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122

Contract Number	SCN108420
Contract Reference	97
Contract Start Date	10/01/2025
Contract End Date	09/30/2026
Buyer	Amanda G Rutherford
Phone Number	+1 (530) 8894243
Email	mrutherford@placer.ca.gov

Supplier:

STOMMEL INC
dba LEHR
631 N MARKET BLVD STE N
SACRAMENTO, CA 95834

Submit Invoices to:

As specified by the ordering department

This Supplier Contract shall be governed by the attached terms and conditions.

Please reference the Supplier Contract number on all invoices and correspondence related to this contract.

County departments must assure that only authorized County personnel make purchases against this contract, by providing a list of authorized buyers to the supplier. Supplier has the right to refuse purchases requests made by others.

Summary:

Emergency Response Vehicle Supplies/Equipment and Installation Services

Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com

County Contacts:

Probation Dept. Contact: Jeff Thompson, Ph. #530-889-7912, Email: jthompson@placer.ca.gov
Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865
Sheriff Accounting: srfpayables@placer.ca.gov

Placer County Fire: Sarah Poindexter, Ph. #530-889-4037

Placer County Fire Accounting: AccountsPayableCEO@placer.ca.gov

District Attorney's Office: Mary Green, Ph. #916-543-8079, mgreen@placer.ca.gov

Renewal of SCN107418.

FOB - Shipping Terms	Payment Terms	Total Contract Amount
FOB Destination - Freight prepaid and added to invoice	Net 30	500,000.00

Service Lines

Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN107418 - see attached for pricing, terms, and conditions, and discounts. Approved by the Placer County Board of Supervisors on July 9, 2024.	10/01/2025	09/30/2026	500,000.00

Jon Manning, CPPB
Purchasing Manager

631 North Market Street Suite N, Sacramento Ca 95834

Labor Price Increase Notice

Due to wage pressure for technicians our labor rate has increased to $140 per hour Effective:

October 1, 2024

October 1, 2024

To Our Valued Customers,

Due to the State of California increasing wage pressure and industry changes our new Labor Rate will need to increase from $125.00 per hour to $140.00 per hour for work performed at a LEHR facility. Labor performed outside of a LEHR facility will be billed at $200.00 per hour. Technicians travel will be billed at $140.00 per hour.

Lehr provides specialized labor for the fabrication of first responder vehicles. Historically we have only taken four labor increases in 15 years. Wages have increased annually to allow Lehr to continue to employ certified and qualified technicians. To ensure that Lehr provides the best emergency equipment installations in the industry this increase was implemented.

If you have any questions regarding the labor increase, please reach out to:

Steve Adair

Lehr

Regional Sales Manager

631 North Market St. Suite N

Sacramento, CA 95834

Cell 916.267.5547

Fax: 916.646.6656

steve@lehrauto.com

Additional Emergency Equipment Manufatures Discounts

Manufacture	Discount of List Price
AFS	40%
Ace K-9	2%
AEDEC	2%
American Aluminum	25%
Airgain	15%
BackRack	15%
Big Sky	10%
Boss	20%
Brooking	20%
CHEETAH	13.33%
Copeland	15%
D&R	10%
ECCO	40%
GORhino	25%
Grote	20%
Hint	15%
Hybrid Power Solutions	2%
I-Key	23%
Intermotive	10%
Jotto Desk	12%
Kussmaul	5%
LEHR Vehicle Solutions	30%
Lind	2%
Lund	5%
MnStar	10%
Newmar	5%
Panorama	5%
Patrol Power	20%
Pico	35%
PMT	5%
Power Products	15%
Pro-Gard	20%
Ram Mounts	15%
Ray Allen	2%
Rockland Boxes	2%
Stico	2%
Stopstick	5%
Streamlight	30%
Secure-Idle	5%
TigerTough	5%
Tomar	23%
Trucklite	67%
Tuffy	20%
Unity	38%
Weatherguard	10%
Weldex	15%
Westin	20%
Xantrex	20%

Panasonic Toughbooks	12%
Panasonic ICV	12%
Vigilant ALPR	12%
CradlePoint	5%
Sierra Wirless	5%
Ubiquity	2%
Fixed PODS	10%
Watch Guard MSI	2%

I-Pro ICV	12%
Motorola ALPR	2%
Reading Truck	2%
Innovative	20%
CargoRaxx	5%
Golight	19%
Zone Command	5%
Projecta	5%
Angel Armor	19%
Stalker Radar	2%

Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficult submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. UNSIGNED OR LATE BIDS WILL BE REJECTED.

Vendors shall complete the area below for hard copy submissions:
COMPANY NAME: Stommel Inc. DBA LEHR

Mailing Address:	631 N. Market Street Suite N
City/State/Zip:	Sacramento CA 95834
Contact Person:	Steve Adair
Telephone:	916-267-5547 Cell -- 916-646-6646 Office
Email:	Steve@lehrauto.com
SIGNATURE:	_____
DATE:	_____8/22/2024_____
Title:	Regional Sales Manager

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name:	Stommel Inc
Does your company conduct business under any other name? If yes, please state:	Lehr Auto Electric
Address:	4707 Northgate Blvd Sacramento, CA 95834-1120
Contact:	Steve Adair
Email:	steve@lehrauto.com
Phone:	916-267-5547
Fax:	916-646-6656
HST#:	61-1499917

Submission Details

Created On:	Thursday August 08, 2019 16:23:20
Submitted On:	Tuesday August 13, 2019 11:55:35
Submitted By:	Steve Adair
Email:	steve@lehrauto.com
Transaction #:	bf9e4edd-1317-482f-9d85-05e42711727e
Submitter's IP Address:	207.242.136.194

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS	
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB 40% off	$1,750.0000	$ 26,250.00	60 10 year warranty	Whelen Master Distributor	*
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71 40% OFF	$57.0000	$ 855.00	60	Whelen Master Distributor	*
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	$749.00 Change 40% OFF	$	60	Whelen Master Distributor	*
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	$319.2000 CHANGE 25% OFF	$ 4,788.00	60	Setina Master Distributor	*
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502 11%	$1,084.0000	$ 16,260.00	60	Laguna distributor	*
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA 25%	$599.2500	$ 8,988.75	60	correct Part Number PK0369TAH15SCA	*
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H 30% OFF	$77.0400	$ 1,155.60	12	#2 Key	*
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H 30% OFF	$131.64		12	#2 Key	*
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P 30% OFF	$69.9900	$ 2,099.70	12	Authorized Distributor	*
1.10	Siren Speaker	EA	15	Whelen	SA315P	$199.99		24	Authorized Distributor	*
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1 40% OFF	$29.40	$	60	Authorized Distributor	*
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07 40%	$65.7200	$ 985.80	60	Authorized Distributor	*
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	$84.99	$	60	Authorized Distributor	*
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	$84.99	$	60	Authorized Distributor	*
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	$$84.99	$	60	Authorized Distributor	*
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR 40% OFF	$$66.60	$	60	Authorized Distributor	*
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR 40% OFF	$66.60	$	60	Authorized Distributor	*
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1 40% OFF	$10.80	$	60	Authorized Distributor	*

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC 40% OFF	$154.99	$	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC 40% OFF	$154.99	$	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E 25% OFF	$861.75	$	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X 30% OFF	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB 35% OFF	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	$1,142.0000	$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03 28%	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100ENO7	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Litlite Console Light	EA	1	Feederal Signal	LF12TRB 35%	$66.95		60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR EOL	$411.10	$	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK 40%	$42.6000	$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR 40%	$ 112.20	$	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446- 30%	$113.4000	$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219 30%	$247.8000	$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tlt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS 30%	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900 20%	$244.1100	$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18 28%	384.48	$	60	Authorized Distributor
								Subtotal:	$ 124,020.15

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *	County's Estimated Annual Expenditures	COMMENTS	
2.1	Discount off list price for Havis Inc. products not specified above.	30	$100.0000	K-9 Electronis, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	28	$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	52	$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Able 2 products not specified above.	35	$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	38	$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	8	$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS		
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*	$140
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*	$140
					Subtotal:	$ 3,780.00		

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (insert # of days)	or Net payment within (insert # of days)	Comments	
n/a	n/a	30	NET 30	*

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days	Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)
Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days	3-5 business days
Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.	Travel $140.00 per hour Onsite work $200.00 Per hour $65 per hour based on Map Quest travel time 35 minutes travel time
Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time	$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- Additional Document - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

5.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.

5.3. If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

1.0 The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.

2.0 The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.

3.0 Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.

4.0 In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.

5.0 The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.

6.0 The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.

7.0 The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

8.0 The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

9.0 The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

PLACER COUNTY INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Products and completed operations;
(2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
(3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars ($1,000,000) each occurrence

→Two million dollars ($2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) aggregate for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

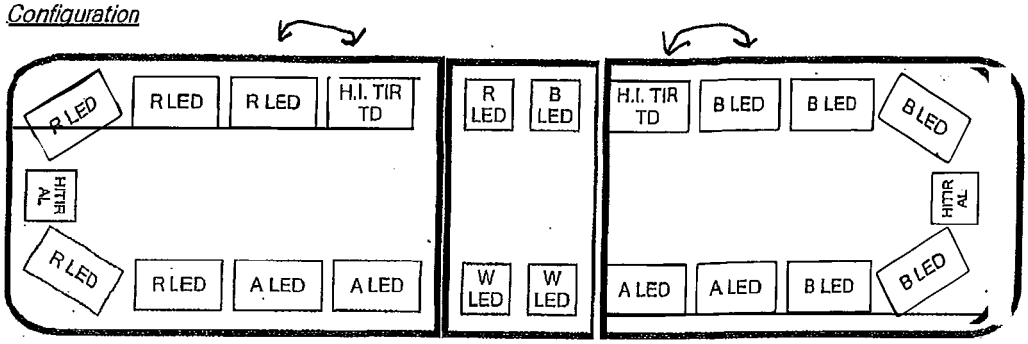
CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

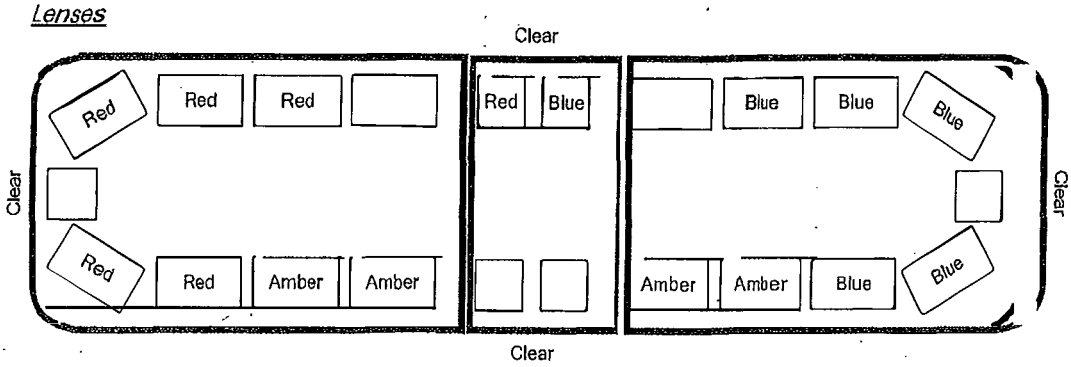
Front lightbar only:
Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



Lenses



Line Items

QTY	Model #	Description
1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFColor [Blue]
3	ILFB	Add Color Filter ILFColor [Blue]
1	ISFB	Add Color Filter ISFColor [Blue]
1	ISFR	Add Color Filter ISFColor [Red]
3	ILFR	Add Color Filter ILFColor [Red]
2	ICFR	Add Color Filter ICFColor [Red]
4	ILFA	Add Color Filter ILFColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions**. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: https://placer.bidsandtenders.net. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INSURANCE AND INDEMNIFICATION. The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. OPEN-END CONTRACT. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: https://www.placer.ca.gov/1408/Local-Vendor-Preference

20. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES**: In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

07/25/2019

☑ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 9

Agenda Item: Permanent Local Housing Allocation (PLHA) Grant Loan Agreement, Grant Acceptance, and Budget Appropriation for the Sugar Pine Village Affordable Housing Project Phase 2B

Executive Summary: On June 7, 2022, the City Council adopted a resolution authorizing the City Manager to submit a joint application with Related Companies of California, LLC under the PLHA non-entitlement competitive Program for an amount not to exceed $5,000,000 for Sugar Pine Village Phase 2B affordable housing project. The $5,000,000 grant was awarded to the City on February 10, 2025. Up to 5 percent ($250,000) can be used for reimbursement of administrative costs incurred by the City.

Requested Action / Suggested Motions: Pass a Resolution to accept and authorize the receipt of grant funds, to appropriate the funds, and authorize and direct the Mayor to enter into the Master Predevelopment Loan Agreement with Sugar Pine Phase 2B Housing Partners, L.P. to loan $4,750,000 of PLHA funds for use in the construction of Phase 2B of the Sugar Pine Village affordable housing project.

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 - PLHA Grant SPV2B.docx
- 02-Resolution.docx
- 03-SPV Master Predevelopment Loan (Exh. A to Reso).docx
- 04 - Predevelopment Loan Promissory Note SPV2B.docx
- 05 - Assign of Project Docs SPV2B.docx
- 06 - PLHA_Standard Agreement.pdf

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

Meeting Date: March 10, 2026

Title: Permanent Local Housing Allocation (PLHA) Grant Loan Agreement, Acceptance, and Budget Appropriation for the Sugar Pine Village Affordable Housing Project Phase 2B

Location: 1888 Lake Tahoe Boulevard and 1029 Tata Lane

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

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

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

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

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

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

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

Issue and Discussion: On May 7, 2024, the City Council adopted Resolution 2024-052 authorizing the City Manager to submit a joint application with Related Companies of California, LLC under the PLHA non-entitlement competitive Program for an amount not to exceed $5,000,000. The $5,000,000 grant was awarded to the City on February 10, 2025. Up to 5 percent ($250,000) can be used for reimbursement of administrative costs incurred by the City. As authorized under Resolution 2024-052, the City Manager entered into the Standard Agreement on September 29, 2025 (Attachment 6).

Staff is recommending City Council adopt a resolution to accept and authorize the receipt of the grant funds and to appropriate the funds in the City budget. It is also recommended that the City Council authorize the Mayor to enter into a Loan Agreement, Predevelopment Loan Promissory Note, Assignment of Project Documents with Sugar Pine Phase 2B Housing Partners, L.P. to loan $4,750,000 of PLHA funds for use in the construction of Phase 2B of the Sugar Pine Village affordable housing project. Staff requests authorization for the Mayor to execute the Loan Agreement and related documents in substantially the form attached hereto including any changes required to comply with the Housing and Community Development Standard Agreement, to be approved as to form by the City Attorney. Loan documents will require compliance with the City's Local Preference Policy.

Financial Implications: While the City carries primary responsibility for administering the grant, the Loan Agreement will require that the borrower, Sugar Pine Housing Partners, L.P. comply with all requirements of the Standard Agreement between the City and the State. In addition, up to 5 percent ($250,000) of the grant may be used to cover costs associated with administering the grant.

Staff is recommending that the PLHA funds be appropriated, consistent with the Standard Agreement, as follows:

Account Number 250-06024 Work-Force Housing

Revenue (33244): $5,000,000
Loans to Borrowers (47060): $4,750,000
Administration Costs (50011): $250,000

Environmental Considerations: For projects that satisfy criteria specified by SB 35, the guidelines issued by HCD specify that the California Environmental Quality Act (CEQA) does not apply to actions taken by a local government to provide financial assistance to a development that receives streamlined approval and that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

Policy Implications: The recommended action is consistent with the City Strategic Plan which identifies supporting the Sugar Pine Village Project as Action Item 1.1.

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

<u>City General Plan Housing Element</u>

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the city.

Program 2-1 Pursue State and Federal Funds
To support the creation of quality, affordable housing options for extremely low-, very low-, and low-income households, the City shall seek and when appropriate and feasible pursue grant opportunities for state and federal funds.

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

Resolution 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

March 10, 2026

Acceptance and Budget Appropriation of Permanent Local Housing Allocation Non-Entitlement Local Government Competitive Component funds for construction of the Sugar Pine Village Phase 2B Affordable Housing Project

BACKGROUND

A. The City General Plan Housing Element (2014) identified a general disparity between wages and the cost of housing in South Lake Tahoe. There is a need for new housing construction to serve low, very low, and extremely low-income residents due to 36.1 percent of City residents in these income categories having a cost burden greater than 30 percent and 19.8 percent having a cost burden greater than 50 percent between 2006 and 2010.

B. To address the shortage of housing for Californians, Governor Newsom ordered the Department of General Services (DGS) and the Department of Housing and Community Development (HCD) to identify and prioritize excess state-owned property and aggressively pursue sustainable, innovative, cost-effective housing projects (Executive Order N-06-19).

C. Through a competitive Request for Proposal process, the State of California has selected The Related Companies of California ("Related California") and Saint Joseph Community Land Trust team to develop the Sugar Pine Village project ("Project") located at 1888 Lake Tahoe Blvd and 1029 Tata Lane in South Lake Tahoe. The Project will include 248 rental units available to low and very low-income households.

D. The City has been an active partner in the development and financing of the Project by both contributing local money and being joint applicants on numerous grants.

E. On May 7, 2024, the City Council adopted Resolution 2024-052 authorizing the City Manager to submit a joint application with Related Companies of California, LLC under the PLHA non-entitlement competitive Program for an amount not to exceed $5,000,000.

F. On February 10, 2025, the City of South Lake Tahoe was awarded $5,000,000 in PLHA funds for use in the development of the Project and subject to the terms and conditions as specified in the Standard Agreement.

G. Related California has made a request on behalf of the project team, for the City to loan funds to cover predevelopment expenses associated with the design and entitlement of the Project.

H. Related California is a real estate firm with 30 years of experience delivering affordable housing, mixed-income housing, and mixed-use developments across California. The

company has more than 16,000 residences completed or under construction, 13,000 of which are affordable for either low or very low-income households.

I. Related California and SJCLT, or their affiliates, have formed a limited partnership or LLC to advance the development of the Sugar Pine Village project and this LLC or limited partnership would be the recipient of the financial assistance requested for the project.

J. Related California has provided a financing strategy for the development of the Sugar Pine Village, a 248 unit housing project affordable to low and very low-income households, which includes a combination of tax credit equity, private loan financing, and state and federal housing program sources.

K. On January 28, 2025, City Council approved Resolution 2025-006 authorizing the adoption of a Local Tenant Preference Policy for affordable housing developments and is inclusive of Sugar Pine Village Phase 2B affordable housing project.

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

1. Authorizes the acceptance of the Permanent Local Housing Allocation Non-Entitlement funds from California Department of Housing and Community Development for an amount up to $5,000,000.

2. Appropriates budgeting on the PLHA funds into account number 250-06024 as follows:

Revenue (33244)	$5,000,000
Loan to Project (47060)	$4,750,000
Administrative Costs (50011)	$250,000

3. Authorizes and directs the Mayor to execute the Master Predevelopment Loan Agreement with Sugar Pine Phase 2B Housing Partners, L.P., attached hereto as Exhibit A.

Adopted by the City of South Tahoe City Council on March 10, 2026 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

MASTER PREDEVELOPMENT LOAN AGREEMENT

This MASTER PREDEVELOPMENT LOAN AGREEMENT ("**Loan Agreement**") is effective as of March 10, 2026 ("**Effective Date**") by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation (the "**City**" and "**Lender**") and SUGAR PINE PHASE 2B HOUSING PARTNERS, L.P., a California limited partnership (the "**Borrower**").

RECITALS

A. The City, the Borrower and The Related Companies of California, LLC, a California limited liability company, were awarded Permanent Local Housing Allocation Program ("PLHA") funds by the California Department of Housing and Community Development ("HCD") in the amount of $5,000,000 pursuant to the terms of that certain Standard Agreement dated as of September 30, 2025 (the "PLHA Funds");

B. WHEREAS, in order to help achieve financial feasibility for the Development (as hereinafter defined) and to increase the supply of affordable rental housing in the City of South Lake Tahoe, the Lender intends to lend up to Four Million Seven Hundred Fifty Thousand Dollars ($4,750,000) of the PLHA Funds to the Borrower (the "**Predevelopment Loan**") to cover of predevelopment costs incurred by the Borrower related to the Development;

C. WHEREAS, because predevelopment activities are of extreme importance to the success of the Development, the Lender is willing to make this Predevelopment Loan to the Borrower upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.01 **Definitions**. The following terms are defined as follows for purposes of this Loan Agreement and each shall have the meaning given it unless the context clearly indicates otherwise:

(a) "**Architect**" means the architect or architects, if any, with whom the Borrower contracts to design and oversee certain Predevelopment Work, and subsequent construction of the Project.

(b) "**Assignment of Project Documents**" means the instrument executed in connection with this Predevelopment Loan of approximately even date herewith as security for this Predevelopment Loan.

(c) "**Borrower**" means Sugar Pine Phase 2B Housing Partners, L.P., a California limited liability company.

(d) "**Closing**" means the Borrower (i) acquiring title (or a long-term lease) to the Property and (ii) entering into one or more construction loans with other lenders for construction of the Project.

(e) "**Contractors**" mean the Architect, and other contractors and consultants, required for the performance of the Predevelopment Work.

(f) "**Default Rate**" means the rate of interest to be charged on all sums due under the Note following an uncured Event of Default, which rate shall be the short-term applicable federal rate in effect on the effective date hereof, plus three percent (3%) per annum.

(g) "**Development**" or "**Project**" means 60 units in 2 buildings located at 1860 Lake Tahoe Blvd., South Lake Tahoe, California.

(h) "**Drop-Dead Date**" is defined in Section 2.04 of this Loan Agreement.

(i) "**Event of Default**" is defined in Article 6 of this Loan Agreement.

(j) "**Extended Maturity Date**" is defined in Section 2.05 of this Lona Agreement.

(k) "**Force Majeure**" is defined in Section 8.18 of this Loan Agreement.

(l) "**Fund**" is defined in the Recitals.

(m) "**Interest Rate**" means zero percent (0%) simple interest and, during an uncured Event of Default, the Default Rate.

(n) "**Lender**" means the City or its successor in interest.

(o) "**Loan Amount**" means the amount not to exceed an outstanding principal balance of Four Million Seven Hundred Fifty Thousand and 00/100 Dollars ($4,750,000.00) to be provided to the Borrower pursuant to this Loan Agreement for Predevelopment Work.

(p) "**Loan Documents**" means all documents identified in Article 4 herein.

(q) "**Maturity Date**" is defined in Section 2.04 of this Loan Agreement.

(r) "**Note**" means the promissory note to be executed by the Borrower evidencing the Predevelopment Loan made pursuant to this Loan Agreement.

(s) "**Predevelopment Budget**" means the budget attached as Exhibit 3 hereto, as the same may be amended or revised from time to time with the consent of the parties hereto. The Borrower may submit written requests for amendments to line items within the Predevelopment Budget at the same time Borrower submits draw requests pursuant to this Agreement. The City shall approve or deny such requests for amendments in writing upon disbursement of the Predevelopment Loan proceeds.

(t) "**Predevelopment Costs**" means costs for the Predevelopment Work.

(u) "**Predevelopment Loan**" is defined in the Recitals.

(v) "**Predevelopment Property**" means all drawings, tracings, plans, specifications, studies and other documents prepared by the Borrower, its individual members, or any Contractor resulting from performance of the Predevelopment Work.

(w) "**Predevelopment Schedule**" means the schedule attached as Exhibit 2 hereto, as the same may be amended or revised from time to time with the consent of the parties hereto, and subject to Force Majeure.

(x) "**Predevelopment Work**" means all services and work contemplated in the Predevelopment Schedule and the Predevelopment Budget.

(y) "**Project**" is defined in in the definition of Development above.

(z) "**Property**" means fee title or a long-term leasehold interest in that certain real property more specifically defined in Exhibit 1.

(aa) "**State**" means the State of California.

ARTICLE 2
LOAN AGREEMENT TO CONSTRUCT, LEND AND REPAY

2.01 **Predevelopment Loan**. Subject to the terms and conditions of this Loan Agreement and the Note, and so long as no Event of Default exists, the Lender shall make advances to Borrower in an amount not to exceed the Loan Amount.

2.02 **Use of Predevelopment Loan Proceeds**. The proceeds of the Predevelopment Loan shall be used solely for the payment of the eligible, City-approved and budgeted Predevelopment Costs for Predevelopment Work as such costs are incurred.

2.03 **Pre-Payment Permitted**. Borrower agrees to repay the outstanding principal according to the terms outlined in the Note. The Borrower may, at its option, prepay all or any portion of the unpaid principal balance of the Note, together with interest accrued through the date of such prepayment, without charge or penalty.

2.04 **Term**. Lender's obligation to make advances to Borrower and Borrower's right to request advances under this Loan Agreement shall commence on the effective date hereof and continue until the sooner of (the "**Maturity Date**") (i) June 30, 2033 (the "**Drop-Dead Date**") and (ii) the Closing. If by the Maturity Date either (x) the Note has not been repaid in full, or (y) Closing has not occurred, then the Lender's sole recourse shall be limited to the Predevelopment Property as provided in this Loan Agreement and the Assignment of Project Documents.

2.05 **Extension of Term**. Notwithstanding anything to the contrary contained herein, on or prior to the Maturity Date, upon request of the Borrower, the Lender may extend the Maturity Date of the Loan to a date that is fifty-seven years from the date of the Closing (the "**Extended Maturity Date**"). Extension of the Maturity Date by the Lender shall be conditioned upon: (i)

Closing, (ii) concurrent with the Closing, Borrower's execution and recordation against the Property of a deed of trust and assignment of rents in favor of the Lender and in form and substance approved by Borrower and Lender, and (iii) by causing to be delivered to the Lender a title policy insuring Lender's lien priority with respect to the loans on the Property. After extension of the Maturity Date by Lender to the Extended Maturity Date, the Loan will be repayable from the Borrower's net cash flow in accordance with the terms and conditions of an amended and restated agreement of limited partnership of Borrower that will be executed on or about Closing.

ARTICLE 3
COVENANTS

3.01 **Performance of the Predevelopment Work**. The Borrower represents, warrants and covenants that the Predevelopment Work will be conducted in accordance with the Predevelopment Budget, the Predevelopment Schedule, all applicable permits and approvals, and any title or other restrictions or conditions affecting the Development.

3.02 **Responsibility for Costs Exceeding Predevelopment Loan Amount; Changes in Predevelopment Budget**. The Borrower acknowledges that the Lender is not obligated to advance funds that would cause the outstanding principal balance of the Predevelopment Loan to exceed the Predevelopment Loan Amount. Borrower, however, may request changes in any individual Predevelopment Budget line item that is offset by a corresponding decrease in one or more other line items such that the total Predevelopment Budget is not increased, so long as the integrity and quality of the Development are not materially adversely affected. Such request must be submitted to Lender promptly upon Borrower's knowledge of the need to revise the Predevelopment Budget and no later than five (5) business days before any request for disbursement of funds that will cover such revised costs. Lender's approval of such requests shall not be unreasonably withheld.

3.03 **Contractor Agreements**. The Borrower shall retain the Architect under a binding contract or contracts to provide all architectural services necessary for the Predevelopment Work and to begin the design and construction of the Development. The Borrower shall retain the other Contractors under a binding contract or contracts to provide all other services to be paid for from the Predevelopment Loan. The Borrower shall obtain the Architect and other Contractors' written consents to collaterally assign the Predevelopment Property pursuant to the Assignment of Project Documents in form and substance approved by Borrower and Lender.

3.04 **Contracts**. The Borrower shall make available for review by the Lender copies of all contracts for Predevelopment Work, or any portion thereof, in accordance this Loan Agreement. The Borrower agrees that all its interest in the Predevelopment Property shall be collaterally assigned to the Lender pursuant to the Assignment of Project Documents. The Borrower also agrees to deliver copies of all Predevelopment Property to Lender without representation or warranty..

3.05 **Monitoring Contractors; Correction of Defects**. The Borrower shall monitor the performance of the Contractors and all other persons and entities providing materials, equipment or services to the Predevelopment Work and shall take such actions as are necessary to maintain adherence to quality standards, safety standards, production schedules, shipping dates, and job-site

requirements. The Borrower shall use reasonable efforts to guard against defects and deficiencies in design and construction that is performed as part of the Predevelopment Work.

3.06 **Inspection by the Lender**. The Lender, its authorized agents may inspect the Project and any work in progress for the purpose of protecting or furthering the Lender's interest under this Loan Agreement. The Lender shall have no obligation to make any such inspection of the Project. Such inspections are for the Lender's information only, and any such inspection shall not relieve the Borrower of its obligation to complete the Predevelopment Work in accordance with this Loan Agreement, the Predevelopment Budget and the Predevelopment Schedule. In no event shall the Lender's inspection of the work be deemed acceptance of all or any of the work, equipment, or materials or a waiver of any right the Lender has under this Loan Agreement.

3.07 **Compliance with Law**. All Predevelopment Work shall comply with all applicable federal, state and local laws, rules and regulations, including without implied limitation those pertaining to zoning, environmental, subdivision, building, health, safety and sanitary conditions.

3.08 **Entity Matters**. The Borrower represents and warrants that it is a limited partnership formed and validly existing under the laws of the State of California and duly authorized to enter into this Loan Agreement.

3.09 **No Default**. Borrower represents and warrants that the consummation and performance of the transaction contemplated by the Loan Documents will not constitute a default under any agreement or obligation to which the Borrower is a party or any obligation by which the same may be bound.

3.10 **Insurance**. The Borrower will obtain and maintain, and require its contractors to obtain and maintain, the insurance policies and coverages set forth on Exhibit 5 attached hereto.

3.11 **Notices**. The Borrower shall, with reasonable promptness, but in any event within fourteen (14) calendar days after it has actual knowledge thereof, notify the Lender in writing of the occurrence of any act, event or condition that constitutes, or that after notice or lapse of time or both would constitute, an Event of Default by the Borrower. Such notification shall include a written statement of any remedial or curative actions that the Borrower proposes to undertake to cure or remedy such default.

3.12 **Encumbrances**. Borrower covenants to, and shall cause its contractors to, keep the Predevelopment Property free from any and all liens and/or encumbrances, including stop work notices, arising out of the Predevelopment Work, materials furnished, or obligations incurred by or for Borrower and/or its contractors. Borrower shall be jointly and severally responsible for discharging and releasing any lien or encumbrance from the Predevelopment Property caused by Borrower, its contractors, or assigns in connection with the Predevelopment Work, and for all costs associated therewith.

3.13 **Local Tenant Preference Policy**. Lender and Borrower agree that the Local Tenant Preference Policy adopted by City of South Lake Tahoe City Council pursuant to Resolution 2025-006 and Attachment 1 thereto shall be incorporated into this Loan Agreement and shall apply to the Development including its waitlist priority.

ARTICLE 4
CONDITIONS ON ADVANCES

4.01 **Conditions on Advances**. The obligation of the Lender to make this Predevelopment Loan or any advance is subject to the compliance by the Borrower with its covenants, agreements, representations and warranties contained in the Loan Documents and to the satisfaction before making the Predevelopment Loan or any such advance, of the following

(a) The Borrower shall have incurred costs or expended funds in accordance with the Predevelopment Budget and Predevelopment Schedule;

(b) The following documents (together with this Loan Agreement and any UCC financing statements, "**Loan Documents**") shall have been duly executed and delivered by the parties thereto and shall be in full force and effect and, to the extent required by the Lender, all lien documents securing this Predevelopment Loan shall have been duly recorded:

1. the Note;

2. the Assignment of Project Documents;

3. such other documents, instruments, and/or papers, which may evidence or secure the Predevelopment Loan;

(c) The Borrower shall have provided consents by the Architect and other Contractors to the Assignment of Project Documents, all by instruments acceptable to the Lender in the Lender's reasonable discretion;

(d) The Borrower shall have provided prior to the initial disbursement an opinion issued to the Lender by counsel acceptable to the Lender that: (i) the Borrower is a validly existing business entity under the laws of the state in which it is organized with full power and authority to consummate and perform the transaction contemplated by this Loan Agreement and the other Loan Documents, as applicable; (ii) members or partners in the Borrower are validly existing business entities with full power and authority to consummate and perform the transaction contemplated by this Loan Agreement and the other Loan Documents; and (iii) this Loan Agreement and the other Loan Documents, as applicable, have been duly authorized, executed and delivered to the Lender and are valid, binding and enforceable according to their terms, subject only to customary exceptions regarding enforcement of creditors rights generally and equitable remedies being discretionary;

(e) The Borrower shall have provided such other evidence as the Lender reasonably may require that the Predevelopment Work complies with the Predevelopment Budget, the Predevelopment Schedule and with all applicable federal, state and municipal laws;

(f) No Event of Default shall exist and no event exists that, with the passage of time or giving of notice by the Lender, constitutes an Event of Default;

(g) Borrower has delivered to Lender current financial statements prior to the execution of this Agreement;

(h) Borrower shall have the required insurance in effect and shall have provided certificates evidencing such insurance; and

(i) Such other documents and certifications as Lender or its counsel may reasonably request.

ARTICLE 5
DISBURSEMENTS

5.01 **Borrower Representations and Warranties with Each Disbursement**. Each request by the Borrower for a disbursement under this Loan Agreement: (a) shall constitute the Borrower's affirmation that the representations and warranties contained in this Loan Agreement remain true and correct as of the date of such request; (b) shall constitute the Borrower's representation and warranty that the information set forth in each such request and any certification by the Borrower, the Architect or any other Contractor supplied in connection therewith is true and correct and omits no material fact necessary to make the same not misleading; and (c) shall constitute the Borrower's affirmation of compliance with the covenants contained in this Loan Agreement.

5.02 **Requests for Disbursements**. The proceeds of the Loan shall be disbursed as the work to be paid for by the Loan proceeds is performed. The Borrower shall submit draw requests to the City not more frequently than one time each calendar month. The City will make a good faith effort to disburse the Loan proceeds under each draw request within thirty (30) calendar days after the request.

(a) Each request for a disbursement shall be made to the Lender in writing, and disbursements shall not be requested more frequently than monthly. Each request for disbursement shall be funded within thirty (30) days after it has been properly submitted and when conditions on advances under Section 4.01 have been satisfied. Each request for a disbursement must contain the following:

(b) a letter from the Borrower requesting a disbursement, which should contain any special funding instructions and an executed Certification of Request for Payment of Predevelopment Costs in a form attached hereto as Exhibit 4;

(c) as requested by Lender, invoices, cancelled checks, and any additional supporting documentation for Predevelopment Costs previously paid by Lender and invoices and supporting documentation for the current disbursement request;

(d) [reserved]; and

(e) such other certificates, documents, information, or instruments the Lender shall reasonably require to substantiate the same.

5.03 **Disbursements Contingent on Lender's Satisfaction**. The Lender shall not be obligated to make any disbursements unless the Lender is satisfied in its reasonable judgment that the conditions precedent to the making of such disbursements, have been satisfied by the Borrower, and Borrower is in compliance with its obligations under the Loan Documents.

5.04 **Lender's Right to Withhold Disbursements**. The Lender shall have the right to withhold disbursements, in whole or in part, if: (a) Predevelopment Work is in any material respect not in accordance with the Loan Documents, including the Predevelopment Budget, and Predevelopment Schedule or (b) the Borrower is in default (after any applicable notice and cure period) under any obligations to the Lender as described in the Loan Documents.

ARTICLE 6
EVENTS OF DEFAULT AND REMEDIES

6.01 **Events of Default**. Each of the following shall constitute an "**Event of Default**" for purposes of this Loan Agreement:

(a) The failure by the Borrower to pay the Note when due;

(b) The failure of the Borrower to make any other payment required under the terms of this Loan Agreement, or any of the other Loan Documents or any of the Exhibits hereto, within thirty (30) days after receipt of written notice from the Lender;

(c) Except as otherwise provided herein, the failure of the Borrower to promptly and accurately perform any other covenant or agreement contained in this Loan Agreement and any of the other Loan Documents or any of the Exhibits hereto, and the additional failure to cure or remedy such within a period of thirty (30) days after written notice thereof; provided, however, that if such failure cannot be remedied in such time, the Borrower shall have such additional time needed to remedy such failure as long as the Borrower commences efforts to cure within thirty (30) days and, in the determination of the Lender, diligently and in good faith pursues such cure or remedy;

(d) Subject to Force Majeure, Borrower abandons Predevelopment Work, or ceases Predevelopment Work for a period of more than sixty (60) consecutive days;

(e) Any representation, warranty or certificate given or furnished by the Borrower, or the members or partners in the Borrower shall prove to be materially false as of the date on which the representation, warranty or certification was given and shall prove to have a material adverse effect on the Lender; provided, however, that if any representation, warranty or certification that proves to be materially false is due to the Borrower's inadvertence, then Borrower shall have a thirty (30) day opportunity beginning upon the earlier of (1) Borrower's knowledge of the breach or (2) written notice thereof from Lender, to: (a) cause such representation, warranty or certification to be full, true and complete in every respect; and (b) cure the harm caused to the Lender by the falsity of such representation, warranty or certification;

(f) The Borrower shall file, or have filed against it, a petition of bankruptcy, insolvency or similar action pursuant to state or federal law, or shall file any petition or answer seeking, consenting to, or acquiescing in, any reorganization, arrangement readjustment,

liquidation, dissolution or similar relief; or shall be adjudicated bankrupt or insolvent, under any present or future statute, law, regulation, either state or federal, and such judgment or decree is not vacated or set aside; provided, however, that in the event of an involuntary bankruptcy proceeding, Borrower, or the members or partners in the Borrower, shall have ninety (90) days to have such petition, judgment or decree set aside or vacated;

(g) The Borrower shall make an assignment for the benefit of creditors, or shall submit in writing its inability to pay its debts generally as they become due;

(h) There is a change in the ownership interests or a change in the control of the Borrower, the members or partners in the Borrower, without prior notice to or approval by the Lender (other than the Lender approved admission of limited partners or members in a mixed-finance rental transaction); or

(i) The Borrower fails to maintain, or fails to cause to be maintained, insurance as required by this Loan Agreement.

6.02 **Remedies Upon Events of Default**.

(a) Upon the occurrence of an Event of Default, at its option and without notice, the Lender may (but shall not be required to) (i) terminate this Loan Agreement and the Lender's commitment to make any disbursement hereunder; (ii) declare the indebtedness evidenced by the Note to be immediately due and payable, and pursue the Lender's other remedies under the other Loan Documents; or (iii) institute any action, suit, or other proceeding at law or in equity, which the Lender shall deem necessary or proper for the protection of its interest.

(b) [Reserved].

(c) At any time after the occurrence of an Event of Default and during its duration, the Lender may revoke Borrower's right to use the Predevelopment Property and may use the Predevelopment Property as provided in the Loan Agreement and Assignment of Project Documents.

6.03 **Remedies Cumulative**. Upon the occurrence of an Event of Default, the rights, powers, and privileges provided in this Article 6 and all other remedies available to the Lender under this Loan Agreement or any of the Loan Documents may be exercised by the Lender at any time and shall not constitute a waiver of any of the Lender's other rights and remedies thereunder, whether or not the indebtedness shall become due and payable, and whether or not the Lender shall have instituted action for the enforcement of its rights under any of the Loan Documents.

6.04 **Borrower's Waiver of Presentment, Etc.** The Borrower hereby waives, to the extent permitted by applicable law: (a) all presentments, demands for performance, notices of nonperformance (unless required by the terms hereof or any other Loan Document), protests, and/or notices of dishonor; (b) any requirement of diligence or promptness on the Lender's part in the enforcement of its rights under this Loan Agreement or any Loan Document; and (c) any and all notice of every kind and description that may be required to be given by any statute or rule of law.

6.05 **Course of Dealing Not Operative as Waiver**. No course of dealing between the Borrower, on the one hand, and the Lender, on the other hand, shall operate as a waiver of the Lender's rights under any Loan Document. A waiver on one occasion shall not be deemed a waiver of such right or any other right hereunder. Any waiver by the Lender must be in writing and signed by the Lender to be effective. The making of a disbursement during the existence of an Event of Default shall not constitute a waiver of such Event of Default.

ARTICLE 7
RESERVED

ARTICLE 8
MISCELLANEOUS

8.01 **Assignment**. Except as set forth herein, the Borrower may not assign this Loan Agreement or the monies due under this Loan Agreement without the Lender's prior written consent, which the Lender in its sole discretion may grant or withhold.

8.02 **Further Assurances**. Whenever the Lender requests, the Borrower shall execute, acknowledge and deliver such further instruments or documents that the Lender may reasonably require to further perfect its rights and remedies under this Loan Agreement, the Note and any other Loan Document and in all collateral therefor, provided that, without the consent of Borrower, no greater rights or remedies are granted to the Lender thereunder, nor shall any greater burden be imposed on Borrower, than is contained herein.

8.03 **Subordination**. There is no agreement, contract or instrument to which Borrower is a party or by which Borrower may be bound that requires the subordination in right or payment of any of Borrower's obligation subject to this Agreement to any other obligation of Borrower.

8.04 **Construction of Documents**. To the extent that there may be any inconsistency or conflict between the terms of any other Loan Document and this Loan Agreement, this Loan Agreement shall govern.

8.05 **No Waiver**. This Loan Agreement may be amended, waived or discharged only by writing signed by the party against whom enforcement of the amendment, waiver or discharge is sought. Any oral waiver, change or discharge of any provision of this Loan Agreement by any representative of a party shall be without City and of no force or effect.

8.06 **Parties Bound**. This Loan Agreement shall bind upon and inure to the benefit of each party and their permitted successors and assigns. This Loan Agreement is a contract by and between the Borrower and Lender for their mutual benefit, and no third person shall have any right, claim or interest against any party hereto by virtue of any provision hereof.

8.07 **Time of the Essence**. The parties agree that time is of the essence in this Loan Agreement.

8.08 **Severability**. If any term or provision of this Loan Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Loan Agreement, or the application of such term or provision to persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Loan Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.09 **Choice of Law**. This Loan Agreement and the rights and obligations of the Lender and the Borrower under this Loan Agreement and under all documentation executed incident to the Loan Agreement shall be construed in accordance with, and governed by the law of, the State of California, including its statutes of limitation but excluding its choice of law rules. Borrower hereby consents and submits to personal jurisdiction in any state or federal court located within the State of California.

8.10 **Notices**. All notices, requests, demands, approvals, or other communications given hereunder or in connection with this Loan Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, or nationally recognized overnight courier service, addressed as follows; provided that failure to deliver additional copies shall not invalidate the notice:

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

With a copy to: City Attorney
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Borrower: c/o The Related Companies of California LLC
44 Montgomery Street, Suite 1310
San Francisco, California 94104
Attn: Ann Silverberg

And to: Bocarsly, Emden, Cowan, Esmail and Arndt, LLP
633 West Fifth Street, Suite 5880
Los Angeles, CA 90071
Attn: Nicole Deddens

And to: c/o St. Joseph Community Land Trust
1041 Lyons Avenue
South Lake Tahoe, CA 96150

8.11 **Headings and Titles**. The headings and titles of the articles, sections, and subsections used in this Loan Agreement are for convenience purposes only and shall not be used to interpret any of the provisions of this Loan Agreement.

8.12 **Interpretive Provisions**. "**Discretion**," "**sole discretion**," "**option**," "**election**" or words of similar import in these Loan Documents denote the Lender's privilege to act in furtherance of the Lender's interest to preserve the value of the collateral as security for, and

otherwise to further repayment and performance of, all obligations without obligation or liability to the Borrower. "**Reasonable judgment**" in the Loan Documents denotes an objective standard obligating the Lender in good faith to act in a manner that is consistent with the usual and customary practices of public lenders in the metropolitan area.

8.13 **Amendments**. No part of this Loan Agreement or any other Loan Document may be amended unless there is a written instrument executed by the party to be charged. Lender agrees that if in the future Borrower requests an additional predevelopment loan to the Project, and Lender, in its sole and absolute discretion agrees, Borrower will be permitted to assign the same Predevelopment Property to the Lender as collateral for the additional loan and will not be required to provide further collateral.

8.14 **Exhibits**. All Exhibits annexed to this Loan Agreement are incorporated herein as if fully set forth.

8.15 **Recitals**. The recitals and/or whereas clauses are hereby incorporated as part of this Loan Agreement.

8.16 **Counterparts**. This Loan Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which shall together constitute this Loan Agreement.

8.17 **Entire Agreement**. This Loan Agreement, the Exhibits hereto, and agreements referenced herein, embody the entire agreement and understanding between the Lender and the Borrower relating to the Predevelopment Loan and supersede all and any prior verbal or written agreements by and among the parties unless specifically referenced in this Loan Agreement.

8.18 **Effective Date**. Upon execution, this Loan Agreement shall be effective upon the date indicated in the first paragraph hereof.

8.19 **Force Majeure**. If the Borrower is delayed in performing any covenant hereunder (other than the payment of money to Lender) due to causes beyond the control and without intentional misconduct or negligence of the Borrower, then the time for performing the applicable covenant shall be extended for a period of time corresponding to the period of delay, with a reasonable adjustment to any applicable performance schedule affected by the delay. Such causes shall comprise "**Force Majeure Events**".

8.20 **Lender Consent**. Whenever this Agreement calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City Manager of the City shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. The City hereby authorizes the City Manager to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the City. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The City Manager is also hereby authorized to approve, on behalf of the City, requests by Borrower for reasonable extensions of time deadlines set forth in this Agreement. The City shall not unreasonably delay in reviewing and approving or disapproving any proposal by Borrower made in connection with this Agreement.

[document continues on following page]

IN WITNESS WHEREOF, the Lender and Borrower have each duly executed, or caused to be duly executed, this Loan Agreement as of the date first written below.

LENDER:

CITY OF SOUTH LAKE TAHOE,
a municipal corporation

By: _____
Cody Bass, Mayor

APPROVED AS TO FORM:

By: _____
Heather Stroud, City Attorney

ATTEST:

By: _____
Susan Blankenship, City Clerk

BORROWER:

SUGAR PINE PHASE 2B HOUSING PARTNERS, L.P.,
a California limited partnership

By: Related/Sugar Pine Phase 2B Development Co., LLC, a California limited liability company, its administrative general partner

By: _____
Ann Silverberg, Vice President

By: St. Joseph Sugar Pine Village Phase 2B LLC, a California limited liability company, its managing general partner

By: St. Joseph Community Land Trust, a California nonprofit corporation, its manager

By: _____
Jean Diaz, Executive Director

EXHIBIT 1

DEVELOPMENT PROPERTY

1860 LAKE TAHOE BLVD. SOUTH LAKE TAHOE, CA 96150

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SOUTH LAKE TAHOE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF TRACT 1, AS SAID PARCEL IS SHOWN ON THE RECORD OF SURVEY MAP, FILED DECEMBER 5, 2022, IN MAP BOOK 38 OF RECORD OF SURVEYS AT PAGE 65, EL DORADO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID TRACT 1, SAID POINT LYING ON THE NORTHEASTERLY LINE OF JULIE LANE (50 FEET WIDE) AS SHOWN ON SAID MAP;

THENCE ALONG SAID BOUNDARY LINE OF SAID TRACT 1, NORTH 30°25’00” WEST, 455.88 FEET;

THENCE LEAVING BOUNDARY LINE OF SAID TRACT 1, NORTH 50°39’00” EAST, 58.00 FEET;

THENCE NORTH 53°47’25” EAST, 70.02 FEET TO A POINT ON THE GENERAL BOUNDARY LINEOF PHASE 1B**;**

THENCE ALONG THE GENERAL BOUNDARY LINE OF SAID PHASE 1B THE FOLLOWING EIGHTEEN (18) COURSES;

1. SOUTH 44°47’36” EAST, 13.29 FEET
2. SOUTH 45°12’24” WEST, 3.30 FEET;
3. SOUTH 55°44’32” EAST, 8.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 59°00’49” EAST;
4. ALONG SAID CURVE WITH A RADIUS OF 21.00 FEET, THROUGH A CENTRAL ANGLE OF 72°41’08”, AN ARC LENGTH OF 26.64 FEET;
5. NORTH 57°34’12” EAST, 17.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 63°46’40” EAST;
6. ALONG SAID CURVE WITH A RADIUS OF 916.00 FEET, THROUGH A CENTRAL ANGLE OF 02°12’58”, AN ARC LENGTH OF 35.43 FEET;
7. SOUTH 31°15’35” EAST, 139.36 FEET;
8. NORTH 58°37’27” EAST, 45.21 FEET;

9. SOUTH 31°19’45” EAST, 59.13 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 20°42’46” EAST;

10. ALONG SAID CURVE WITH A RADIUS OF 44.00 FEET, THROUGH A CENTRAL ANGLE OF 50°21’21”, AN ARC LENGTH OF 38.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 24°22’53” EAST;

11. ALONG SAID CURVE WITH A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 75°16’16”, AN ARC LENGTH OF 19.71 FEET;

12. SOUTH 38°52’23” EAST, 6.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 38°52’07” EAST;

13. ALONG SAID CURVE WITH A RADIUS OF 5.00 FEET, THROUGH A CENTRAL ANGLE OF 88°57’15”, AN ARC LENGTH OF 7.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 50°47’46”EAST;

14. ALONG SAID CURVE WITH A RADIUS OF 44.00 FEET, THROUGH A CENTRAL ANGLE OF 48°23’54”, AN ARC LENGTH OF 37.17 FEET TO THE BEGINNNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 05°40’06” WEST;

15. ALONG SAID CURVE WITH A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 24°59’41”, AN ARC LENGTH OF 34.90 FEET TO THE BEGINNNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 25°44’51” EAST;

16. ALONG SAID CURVE WITH A RADIUS OF 3.00 FEET, THROUGH A CENTRAL ANGLE OF 87°00’04”, AN ARC LENGTH OF 4.56 FEET TO THE BEGINNNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 47°09’33” WEST;

17. ALONG SAID CURVE WITH A RADIUS OF 76.00 FEET, THROUGH A CENTRAL ANGLE OF 42°27’50”, AN ARC LENGTH OF 56.33;

18. NORTH 58°37’30” EAST, 1.16 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF PHASE 2A WEST AND BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 84°19’52” WEST;

THENCE ALONG THE WESTERLY LINES OF SAID PHASE 2A WEST THE FOLLOWING THREE (3) COURSES:

1. ALONG SAID CURVE WITH A RADIUS OF 85.25 FEET, THROUGH A CENTRAL ANGLE OF 10°14’58”, AN ARC LENGTH OF 15.25 FEET;

2. SOUTH 08°40’22” WEST, 106.50 FEET;

3. SOUTH 26°18’00” EAST, 102.87 FEET TO THE SOUTH BOUNDARY LINE OF SAID TRACT 1;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT 1; SOUTH 63°42’00” WEST, 274.02 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 95,976 SQUARE FEET 2.20 ACRES), MORE OR LESS.

APN: 032-291-028-540

EXHIBIT 2

PREDEVELOPMENT SCHEDULE

May 2026 – AHSC Application

December 2026 – AHSC Award

March 2027 – 4% Tax Credit Application

June 2027 – 4% Tax Credit Award

December 2027 – Closing Deadline

December 2029 – Target Completion

EXHIBIT 3

PREDEVELOPMENT BUDGET

Predevelopment Activity	**Cost/Value**
Modular Deposit	$2,950,000
Construction Management	$80,000
Architecture & Engineering	$1,300,000
Appraisals & Markets Studies	$50,000
Environmental Studies	$40,000
Plan Check Fees	$60,000
Financing Costs	$200,000
Legal	$50,000
Travel and Expense	$20,000

EXHIBIT 4

CERTIFICATION OF REQUEST FOR PAYMENT OF PREDEVELOPMENT COSTS

Along with each request to Lender for funds relating to Predevelopment Costs under the Predevelopment Loan, the Borrower shall furnish the following certification or the advance shall not be made. All terms used herein shall have the meaning given to them in the Predevelopment Loan Agreement.

I hereby certify, to the best of my knowledge and belief that:

(a) The amounts requested are only for performance in accordance with the terms of the Loan Agreement, the Predevelopment Budget, and the Predevelopment Schedule. All amounts included in this request for disbursement are outlined in the summary chart as required by Section 5.02(b) of the Loan Agreement and in the form attached hereto at Attachment 1.

(b) All amounts previously paid by Lender and Borrower on Predevelopment Costs for Predevelopment Work, including the each Parties' share of the costs, are outlined in the summary chart as required by Section 5.02(b) of the Loan Agreement and in the form attached hereto at Attachment 1.

(c) Certain payments to Architect or other Contractor(s) have been made by Borrower, and Borrower is requesting reimbursement for such costs in the amount of $_____. Evidence of payment of such costs, including Contractor Certifications as described herein, is included with the request for disbursement accompanying this Certification. Borrower has delivered a Contractor Certification in the form attached hereto at Attachment 2, confirming that Contractor has been paid in full for services performed as of the date of the Contractor Certification.

(d) This request for funds does not include any amounts that the Borrower intends to withhold or retain from a Contractor.

[SIGNATURE PAGE FOLLOWS]

SUGAR PINE PHASE 2B HOUSING PARTNERS, L.P.,
a California limited partnership

By: Related/Sugar Pine Phase 2B Development Co., LLC, a California limited liability company,
its administrative general partner

By: _____
Ann Silverberg, Vice President

By: St. Joseph Sugar Pine Village Phase 2B LLC, a California limited liability company, its managing general partner

By: St. Joseph Community Land Trust, a California nonprofit corporation, its manager

By: _____
Jean Diaz, Executive Director

Date:

EXHIBIT 5

INSURANCE REQUIREMENTS

(a) Commercial General Liability. Borrower shall procure and maintain commercial general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability naming the State of California, its officers, agents and employees as additional insured. The certificate of insurance and endorsements shall be delivered to the Development Services Director. Said certificate of insurance and endorsements shall be issued by an insurance company with a rating of not less than A-VII in Best's Insurance Guide. Lender reserves the right to review and reasonably adjust insurance requirements as necessary during the term of this Agreement.

(b) Workers' Compensation and Employers' Liability. Borrower shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Permitted Activities, including special coverage extensions where applicable, with employer's liability limits of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00). The policy shall contain a waiver of subrogation in favor of the City.

(c) Automobile Liability. Borrower shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

(d) General Requirements. Borrower shall ensure that the following general requirements are met:

(i) Insurance companies must be acceptable to the City Attorney.

(ii) The certificates of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lender.

(iii) All required insurance shall be in effect at all times during the term of this Agreement, all extensions thereof, holdover periods or any other occupancy of the Property by Borrower.

(iv) If insurance expires during the term of the Agreement, a new certificate must be received by Lender within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of this Agreement.

(v) Borrower shall notify the Lender within five business days of Borrower's receipt of any notice of cancellation or non-renewal of any insurance required by this Agreement.

(vi) Borrower is responsible for any deductible or self-insured retention contained within the insurance program.

(vii) In the event Borrower fails to keep in effect at all times the required insurance coverages, the Lender may, in addition to any other remedies it may have, declare an Event of Default and terminate this Agreement upon the occurrence of such event.

(viii) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by Lender, and without any contribution by Lender.

(ix) If Borrower is self-insured in whole or in part as to any of the above described types and levels of coverage, Borrower shall provide Lender with written acknowledgment of this fact at the time of the execution of this Agreement. Lender may require financial information to justify Borrower's self-insured status. If, at any time after the execution of this Agreement, Borrower abandons its self-insured status, Borrower shall immediately notify Lender of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

(x) It is agreed that Lender shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

NON-NEGOTIABLE PREDEVELOPMENT LOAN PROMISSORY NOTE
FOR
SUGAR PINE VILLAGE

$4,750,000.00 South Lake Tahoe, California
March 10, 2026

FOR VALUE RECEIVED, the undersigned SUGAR PINE PHASE 2B HOUSING PARTNERS, L.P., a California limited partnership (the "**Maker**") promises to pay to the order of the CITY OF SOUTH LAKE TAHOE, a municipal corporation ("**Holder**," or "**Lender**") at City of South Lake Tahoe, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 or at such other place as Lender may from time to time designate in writing, the principal sum of Four Million Seven Hundred Fifty Thousand and 00/100 Dollars ($4,750,000.00) or so much thereof as may be advanced and outstanding, in lawful money of the United States.

1. This Note evidences the "**Predevelopment Loan**" as defined and described in that certain Master Predevelopment Loan Agreement, dated of even date herewith, between Maker and Lender (the "**Loan Agreement**"). Collectively this Note, the Loan Agreement and associated documents constitute the "**Loan Documents**." The principal amount of this Note will be disbursed as contemplated and controlled by the Loan Agreement.

All terms used herein that are not otherwise defined are defined in the Loan Agreement and the provisions of the Loan Agreement relating to the Predevelopment Loan are hereby incorporated herein by this reference.

2. Principal amount of this Note shall bear interest prior to maturity at the Interest Rate and, during an uncured Event of Default, the Default Rate. The principal amount of this Note in the sum of Four Million Seven Hundred Fifty Thousand and 00/100 Dollars ($4,750,000.00), or so much thereof as may be advanced and outstanding, shall be repayable as follows:

(a) All principal and accrued interest shall be due and payable on the Maturity Date, subject to extension to the Extended Maturity Date.

(b) Upon extension of the Maturity Date to the Extended Maturity Date in accordance with Section 2.05 of the Loan Agreement, annual payments on the Loan shall be due in accordance with Section 2.05 of the Loan Agreement.

(c) If the loan has not been repaid in full by the Maturity Date, then the Lender's sole recourse shall be limited to any assets assigned to Lender and any additional security granted to Lender under the Loan Documents, including, but not limited to, Borrower's right, title and interest in all documents and work product relating to the Project that have been paid for in whole or in part by the Lender as assigned pursuant to the Assignment of Project Documents. The Lender, in its sole discretion, may accelerate repayment if an Event of Default occurs under any Loan Documents after the expiration of the applicable cure periods therein.

(d) After the extension of the Maturity Date to the Extended Maturity Date: (i) the Lender's sole recourse shall be limited to its rights and remedies under the deed of trust to be recorded pursuant to Section 2.05 of the Loan Agreement, and (ii) it is expressly agreed that the Loan shall be a non-recourse obligation of the Borrower and its partners.

(e) Any and all sums not paid, which are required to be paid, on the Maturity Date (or the Extended Maturity Date if extended) as required hereunder shall bear interest at the Default Rate of five percent (5%) from the Maturity Date (or Extended Maturity Date if extended) until the date paid;

(f) This Note may be prepaid in whole or in part at any time, and from time to time without premium or penalty.

3. It is expressly agreed that time is of the essence in this Note and in the event of:

(a) any default in the full and punctual payment of all or part of any installment of principal or interest hereunder as and when the same become due and payable; or

(b) upon the occurrence of any "**Event of Default**" under the Loan Agreement and the expiration of any applicable period of grace within which the Maker may cure the same, there shall be an Event of Default under this Note;

then, in any such event, the Holder hereof, at its option, may declare the entire outstanding principal balance hereof, together with all costs, fees, expenses, charges for collection, including reasonable attorneys' fees (which shall include outside counsel fees and all allocated costs of Holder's in-house counsel), and costs for declaratory relief, arbitration, prosecution or defense of any action related to this Note, to be immediately due and payable in full, without further demand or notice to Maker or to any other party.

4. Failure of the Holder to exercise any rights hereunder with respect to any default shall not excuse such default and shall not constitute the Holder's waiver of the right to the latter exercise thereof, in the absence of a written agreement to the contrary executed and delivered by the Holder hereof and subsequent to such default.

5. All payments hereunder shall be paid in lawful money of the United States, which, at the time of payment, shall be legal tender for the payment of all debts and dues, public and private.

6. All sums received hereunder shall be applied in the following order: first, upon an Event of Default to costs and expenses of the Lender incurred in connection with the Loan, including costs of collection and reasonable attorney's fees, second, to interest, and then to principal.

7. Maker, all endorsers and guarantors hereof, and all others who may become liable for all or any part of the indebtedness evidenced hereby: (i) agree to be jointly and severally bound hereby, as primary obligors; (ii) jointly and severally waive and renounce any and all exception rights, including that of homestead, and the benefit of all valuation and appraisement privileges available to them or any of them pursuant to the Constitution or the laws of the United States or of

any state, territory or jurisdiction, as against this debt or any renewal or extension thereof; and (iii) jointly and severally waive presentment for payment, demand, notice of protest, and any and all lack of diligence or delays in collection or enforcement hereof or in bringing suit for the collection hereof or in taking any other action hereunder. Maker and all others who may become liable for all or any part of the indebtedness evidenced hereby further agree with the Holder thereof that said Holder may, without notice, in such manner, on such terms and for such times(s) as the Holder may see fit, increase, extend, or renew this Note, and/or release any maker hereof, and/or substitute or add guarantors, and/or substitute or release all or any part of the collateral (real, personal or mixed) securing this Note, all without any way affecting, impairing, limiting, releasing or foregoing the joint and several liability of Maker and all endorsers and guarantors hereof not so released. The foregoing shall in all events be subject to the limitations on recourse set forth in Section 8 hereof.

8. The recourse of the Lender shall be limited as set forth in this Note and the Loan Agreement. It is agreed that the agreements limiting the exercise of remedies against Borrower or any general partner or managing member of Borrower, shall not:

(a) constitute a release, discharge or waiver of the indebtedness evidenced by the Note and the indebtedness evidenced by the Note shall continue until satisfied or paid in full;

(b) limit or be construed to limit the personal liability of the Borrower or any general partner of Borrower, for the performance of the covenants and obligations under the Loan Documents, other than the covenant to personally pay the indebtedness evidenced by the Note; or

(c) affect any additional remedies or liens which the Lender has for the indebtedness evidenced by the Note and for the enforcement of any rights which the Lender has under the Loan Documents.

Except as provided above, no general or limited partner or member of Borrower, or any affiliate thereof, nor any officer, director, shareholder or employee of any of said entities, shall have any personal liability hereunder.

9. Maker hereby represents and warrants to, and covenants with, Lender that the entire proceeds hereof have been or will be used for the purpose of eligible predevelopment costs incurred by Maker for the Development pursuant to the Loan Agreement.

10. The rights and obligations created hereunder shall be construed and enforced according to, and shall be governed by, the laws of the State of California.

11. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions hereof invalid or unenforceable.

12. Lender shall not have the right to assign this Note without the prior written consent of Maker. Maker shall not have the right to assign this Note without the prior written notice of Lender.

WITNESS the following signatures and seals.

MAKER:

SUGAR PINE PHASE 2B HOUSING PARTNERS, L.P.,
a California limited partnership

By: Related/Sugar Pine Phase 2B Development Co., LLC, a California limited liability company,
its administrative general partner

By: _____
Ann Silverberg, Vice President

By: St. Joseph Sugar Pine Village Phase 2B LLC, a California limited liability company, its managing general partner

By: St. Joseph Community Land Trust, a California nonprofit corporation, its manager

By: _____
Jean Diaz, Executive Director

ASSIGNMENT OF PROJECT DOCUMENTS
SUGAR PINE VILLAGE

THIS **ASSIGNMENT OF PROJECT DOCUMENTS** (the "**Assignment**") is made as of December ____, 2026 by SUGAR PINE PHASE 2B HOUSING PARTNERS, L.P., a California limited partnership (the "**Borrower**") in favor of the CITY OF SOUTH LAKE TAHOE (the "**City**" or "**Lender**").

WHEREAS, pursuant to terms more specifically described in a loan agreement between Lender and Borrower of even date herewith (the "**Loan Agreement**"), Lender intends to lend to Borrower up to Four Million Seven Hundred Fifty Thousand and 00/100 Dollars ($4,750,000.00) (the "**Predevelopment Loan**") to cover budgeted predevelopment costs (the "**Predevelopment Work**") and related to Sugar Pine Village Phase 2B (the "**Project**");

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the performance by Lender of its obligations under the Loan Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Unless expressly defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. As security for the Predevelopment Loan, Borrower hereby grants, transfers and assigns to Lender, all the right, title and interest of Borrower in any and all other contracts, agreements, plans, licenses, permits or other items, whether now or hereafter executed, granted, received, acquired or issued to or by Borrower in connection with the Predevelopment Work and paid for using proceeds of the Predevelopment Loan (all of the foregoing being hereinafter sometimes referred to collectively as the "**Project Documents**").

3. This Assignment is given for the purpose of securing the payment of all sums, now or at any time due Lender under any of the Loan Documents and any extensions, modifications, amendments and renewals thereof, and the performance and discharge of the obligations, covenants, conditions and agreements of Borrower contained in any of the Loan Documents. Borrower hereby consents to the Lender filing one (or more) financing statements, from time to time, with the California Secretary of State to evidence the assignment of the Project Documents. Lender does not assume any of Borrower obligations or duties under any Project Documents, including, but not limited to, the obligation to pay for the preparation of any Project Documents unless and until the Lender exercises its rights pursuant to this Assignment.

4. Borrower hereby irrevocably appoints Lender as its attorney-in-fact, which power is coupled with an interest, so that Lender shall have the right to demand, receive, and enforce any and all of Borrower's rights with respect to the Project Documents, and to perform any and all acts in the name of Borrower or in the name of Lender with the same force and effect as if performed by Borrower in the absence of this Assignment, upon the occurrence and during the continuance of an event which, with notice or the passage of time or both, would constitute an Event of Default

under the Loan Documents. Until such occurrence and upon Borrower's cure of any Event of Default permitted by the Loan Documents, Borrower shall be entitled to exercise all rights pertaining to the Project Documents.

5. Borrower agrees as follows:

(a) Borrower will faithfully abide by, perform and discharge each and every obligation, covenant, condition and agreement of the Project Documents to be performed by Borrower and in accordance with the exercise of prudent business judgment, to enforce performance by the other parties thereto of each and every obligation, covenant, condition and agreement to be performed by each such other party.

(b) During the continuance of an Event of Default under the Loan Documents, Lender may use Project Documents for any lawful purpose without restriction except (if any) as may be provided in the Loan Agreement or the documents evidencing the Project Documents.

(c) During the continuance of an Event of Default under the Loan Documents, Lender may, at its option, without notice and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court at any time hereafter, enforce for its own benefit any one or all of the Project Documents. The exercise of any rights under this Assignment shall not be deemed to cure or waive any default under any of the Loan Documents or waive, modify or affect any notice of default under any of the Loan Documents or invalidate any act done by Lender pursuant to or following such notice.

(d) Each of the parties to any of the Project Documents other than Borrower, upon written notice from Lender of the continuance of an Event of Default under the Loan Documents, shall be and hereby is authorized by Borrower to perform their respective agreements for the benefit of Lender in accordance with the terms and conditions thereof without any obligation to determine whether or not such an Event of Default under the Loan Documents has in fact occurred and continues.

6. Borrower hereby covenants and represents to Lender that: (a) Borrower has not previously assigned, sold, pledged, transferred, mortgaged, hypothecated or otherwise encumbered the Project Documents or any of them or its right, title and interest therein; (b) Borrower shall not assign, sell, pledge, transfer, mortgage, hypothecate or otherwise encumber its interests in the Project Documents or any of them except that Borrower may do so in connection with the financing of the Project (or Phase thereof) in connection with a partial or complete termination of this Assignment; (c) Borrower has not performed any act that might prevent Borrower from performing its undertakings hereunder or that might prevent Lender from operating under or enforcing any of the terms and conditions hereof or that would limit Lender in such operations or enforcement; (d) Borrower is not in default under any of the Project Documents, and to the best knowledge of Borrower, no other party to the respective Project Documents is in default thereunder; (e) except as provided in the Loan Agreement (if any), no amendments to any material terms of the Project Documents will be made without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or conditioned; and (f) upon delivery of any of the Project Documents, Borrower will deliver a copy of such Project Documents (or the original at the

Lender's request) to Lender and will require each of the parties thereto as Lender may designate to execute and deliver to Lender a consent to this Assignment.

7. All notices, demands or documents that are required or permitted to be given or served hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed in the manner set forth in the Loan Agreement.

8. Any provision in the Loan Agreement that pertains to this Assignment shall be deemed to be incorporated herein as if such provision were fully set forth in this Assignment. In the event of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. A provision in this Assignment shall not be deemed to be inconsistent with the Loan Agreement by reason of the fact that no provision in the Loan Agreement covers such provision in this Assignment.

9. This Assignment is made for collateral purposes only (i.e., as concurrent security for the obligations evidenced in the Loan Documents), and the duties and obligations of Borrower under this Assignment shall terminate when all sums due Lender under the Loan Documents are paid in full and all obligations, covenants, conditions and agreements of Borrower contained in the Loan Documents are performed and discharged.

10. This Assignment shall be governed by the laws of the State of California. To the greatest extent permitted by law, Borrower hereby waives any and all rights to require marshaling of assets by Lender.

11. It is expressly intended, understood and agreed that this Assignment and the other Loan Documents are made and entered into for the sole protection and benefit of Borrower and Lender and their respective successors and assigns (but in the case of assigns of Borrower, only to the extent of assignments thereof to affiliates of Borrower which are to undertake the development and financing of the Project as permitted in the Loan Agreement); that no other person or persons shall have any right at any time to action hereon or rights to the proceeds of the loan evidenced and secured by the Loan Documents; that such loan proceeds do not constitute a trust fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any such undisbursed loan proceeds at any time and that Lender shall have a lien upon and right to direct application of any such undisbursed loan proceeds as provided in the Loan Documents.

12. The relationship between Lender and Borrower is solely that of a lender and borrower, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than lender and borrower.

13. Borrower and Lender intend and believe that each provision in this Assignment comports with all applicable local, state or federal laws and judicial decisions. However, if any provision or provisions or if any portion of any provision or provisions in this Assignment is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy, and if such court should declare such portion, provision or provisions of this Assignment to be illegal, invalid, unlawful, void or unenforceable

as written, then it is the intent both of Borrower and Lender that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein and that the rights, obligations and interests of Borrower and Lender under the remainder of this Assignment shall continue in full force and effect.

[*document continues on following page*]

IN WITNESS WHEREOF, Borrower has duly executed this Assignment on the day and year first above written.

SUGAR PINE PHASE 2B HOUSING PARTNERS, L.P.,
a California limited partnership

By: Related/Sugar Pine Phase 2B Development Co., LLC, a California limited liability company,
its administrative general partner

By: _____
Ann Silverberg, Vice President

By: St. Joseph Sugar Pine Village Phase 2B LLC, a California limited liability company, its managing general partner

By: St. Joseph Community Land Trust, a California nonprofit corporation, its manager

By: _____
Jean Diaz, Executive Director

Schedule 1

Form of Contractor's Consent (including Architect)

CONSENT AND AGREEMENT OF CONTRACTOR

The undersigned Contractor hereby acknowledges and consents to the assignment to the City of South Lake Tahoe, a municipal corporation, (the "**City**") of its contract with Sugar Pine Phase 2B Housing Partners, L.P., a California limited partnership, entitled "_____," dated _____ ___, 202_ (the "**Contract**"), pursuant to that certain Assignment of Project Documents (the "**Assignment**") that serves as security for a loan from the City ("**Lender**") to Sugar Pine Phase 2B Housing Partners, L.P., a California limited partnership ("**Borrower**"). Contractor agrees to recognize, honor and be bound by the terms, provisions and conditions of the Assignment.

1. The Contractor agrees:

a. to furnish to Lender copies of all written notices of default given by Contractor to Borrower with respect to any failure of Borrower to perform under the Contract, and, anything in the Contract to the contrary notwithstanding, Borrower shall never be treated as being in breach of its obligations under the Contract unless and until notice of the claimed breach has been given to Lender and Lender has been given a reasonable opportunity to cure any such breach after receipt of said notice from the Contractor;

b. to accept any such performance by Lender as performance by the Borrower; and

c. so long as Lender commences to cure or cause to be cured any such breach, and the cure is carried on with due diligence (or in the case of a breach of Borrower's payment obligations to the Contractor, so long as Lender pays or causes to be paid any sums payable from time to time by Borrower to Contractor under the Contract within a reasonable time after the same become due), then Contractor will continue to meet its obligations fully under the Contract and will not terminate the Contract, suspend work thereunder or place a lien or encumbrance on the Project.

2. The Contractor acknowledges and agrees that Lender shall have no obligation to commence or continue the cure of any such breach or to pay or perform any obligation of Borrower to the Contractor except to the extent provided in the foregoing Assignment.

3. The Contractor waives all recourse against Lender for all claims, whether for amounts due or otherwise, which it may have against Borrower first accruing or arising prior to any Event of Default under the Borrower's Loan Documents with Lender.

4. The Contractor hereby expressly waives all provisions in the Contract that would impair, hinder or prevent the making of the Assignment by Borrower or the enforcement thereof by Lender.

5. The Contractor hereby represents and warrants to Lender that the Contract is in full force and effect on the date hereof and has not been amended or modified and that there are no uncured breaches thereof by any party thereto.

6. The Contractor further agrees that:

a. Without the prior written approval of Lender, the Contractor will not enter into any agreement terminating, amending or modifying the terms, provisions or conditions of the Contract in any material respect;

b. Without the prior written approval of Lender, the Contractor will not transfer or assign the Contract;

c. Contractor will deliver simultaneously to Lender copies of all change order requests delivered to Borrower;

d. Upon any Event of Default shall occur under any of the Loan Documents between Borrower and Lender, Lender shall have an absolute right to use and copy all drawings, plans, work products, including all copyrights and other rights relating thereto, and/or specifications and other materials prepared by or for the Contractor with respect to the Project; and

e. Upon Lender's request, the Contractor will provide Lender a schedule showing all amounts earned by the Contractor under the Contract.

7. All notices, requests, demands, approvals, or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to Contractor:	[INSERT NAME AND ADDRESS]
If to Lender:	City of South Lake Tahoe 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 Attention: Joseph D. Irvin, City Manager
With a copy to:	City Attorney City of South Lake Tahoe 1901 Lisa Maloff Way, Suite 300 South Lake Tahoe, CA 96150

A copy of all notices under this Agreement shall also be delivered to the Borrower.

If to Borrower: Sugar Pine Phase 2B Housing Partners, L.P.
c/o The Related Companies of California, LLC
44 Montgomery Street, Suite 1310
San Francisco, California 94104
Attn: Ann Silverberg

8. This Consent and Agreement of Consultant shall bind the Consultant and its representatives, successors and assigns, and shall inure to the benefit of Lender and Lender's successors and assigns, including, without limitation, any subsequent holder of the Note.

9. All capitalized terms used herein shall have the meanings ascribed such terms in the Loan Agreement unless otherwise expressly defined herein.

Executed as an instrument under seal this _____ day of _____, 202__.

CONSULTANT:

[NAME OF CONSULTANT]

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

Docusign Envelope ID: 106BD2A9-BE7B-4EEC-B4B0-5425A6AD3A84

SCO ID:

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
23-PLHACOM-18607	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTOR'S NAME
City of South Lake Tahoe, Sugar Pine Phase 2B Housing Partners, L.P., and The Related Companies of California, LLC

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2033

3. The maximum amount of this Agreement is:
$5,000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 02/2025
Exhibit D	PLHA Program Terms and Conditions	10
Exhibit E	Program-Specific Provisions and Special Conditions	2
	TOTAL NUMBER OF PAGES ATTACHED	21

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
See Attached

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street Suite 400	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
Diana Malimon	Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Diana Malimon	09/30/2025

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

CONTRACTOR

City of South Lake Tahoe
a California City

By: Joseph Irvin Date: Sept 29, 2025

Joseph Irvin
City Manager City of South Lake Tahoe

Address:

1901 Airport Rd, Suite 210
South Lake Tahoe, CA 96150

CONTRACTOR

Sugar Pine Phase 2B Housing Partners, L.P.
a California limited partnership

By: Related/Sugar Pine Phase 2B Development Co., LLC
a California For Profit limited liability company
Its: Administrative General Partner

By: The Related Companies of California, LLC
a California limited liability company
Its: Manager

By: _____ Date: 9/29/25

Ann Silverberg
President

By: St. Joseph Sugar Pine Village LLC
a California limited liability company
Its: Managing General Partner

By: St. Joseph Community Land Trust
a California nonprofit public benefit corporation
Its: Manager

By: Jean Diaz Date: 9/29/25

Jean Diaz
Executive Director

Address:

44 Montgomery St., Suite 1310
San Francisco, CA 94104

The Related Companies of California, LLC
a California limited liability company

By: _____ Date: 9/29/25

Ann Silverberg
Vice President

Address:

44 Montgomery Street, Suite 1310
San Francisco, CA 94104

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation ("PLHA") Program ("Program"), this Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued a Notice of Funding Availability (the "NOFA"), dated March 6, 2024, to govern administration of the fund and carry out the Program.

This Agreement hereby incorporates by reference the Application and the Project Report in their entirety. This Agreement is governed by the following requirements (collectively, the "Program Requirements"):

A. The statutory schemes outlined above;

B. The PLHA Guidelines, dated October 2019, and as amended and in effect from time to time;

C. Any provisions of the MHP Guidelines, dated June 19, 2019, all as amended and in effect from time to time, which the PLHA Guidelines incorporate by reference;

D. Any provisions of the Uniform Multifamily Regulations (Cal. Code Regs., tit. 25, § 8300 et seq.) (the "UMRs"), which the PLHA Guidelines incorporate by reference;

E. The Notice of Funding Availability (the "NOFA"), dated 03/6/2024;

F. The Award Letter issued by the Department to the Applicant and Co-Applicant; and,

G. Any and all other applicable laws and regulations.

EXHIBIT A

2. Purpose

In accordance with the authority cited above, an application was made to the State (the "Application") for assistance from the Program for the purpose of making funding available to eligible local governments in California to fund investments that increase the supply of housing to households with incomes of 60 percent or less of area median income.

Applicant and Co-Applicant Sponsor applied to the State of California for the Grant in order to develop, construct, and/or rehabilitate an Affordable Housing Development, as defined in paragraph 3.B. below. The Affordable Housing Development will be developed on certain real property (the "Property"), as described in the Application and the Project Report. The Department will make the Grant to the Applicant, which shall make the Loan to the Co-Applicant Sponsor's Department-approved affiliate (the "Borrower"), as owner of the Development. The Department will require that the Affordable Housing Development be developed, owned, rented, managed, maintained, and operated in accordance with the Program Requirements for the full term of the Loan, regardless of sale or transfer of the Property or prepayment of the Loan.

By entering into this Agreement and thereby accepting the award of the PLHA Grant funds, the Applicant and Co-Applicant Sponsor agree to comply with the Program Requirements and the terms and conditions of this Agreement. As noted above, this Agreement incorporates by reference the Application and the Project Report in their entirety.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

A. "Activity" means any single eligible undertaking carried out as part of an Applicant's allocation(s) under the program.

B. "Affordable Housing Development" or "Development" refers to the transitional or rental housing development which was described in the Application, and which provides units that are affordable to lower income

EXHIBIT A

households. The Affordable Housing Development must meet all Program Requirements.

C. "Agreement" refers to this Standard Agreement.

D. "Applicant" means an eligible Local government applying for the program to administer the activity identified in Exhibit E. Applicant also means a Local or Regional Housing Trust Fund delegated by an eligible Local government to apply for the program and administer its allocation in accordance with all program rules.

E. "Department" means the California Department of Housing and Community Development.

F. "Project Report" refers to the staff report presented to and approved by the Department's Internal Loan Committee. The Project Report sets forth the project criteria approved by the Department at the time of the award of Program Grant funds. The project criteria may be amended only upon the Department's written approval.

G. "Sponsor" or "Co-Applicant Sponsor" means the legal entity or combination of legal entities with continuing control of a Rental Housing Development, as identified in Exhibit E. Where the borrowing entity is or will be organized as a limited partnership, Sponsor includes the general partner or general partners who have effective control over the operation of the partnership, or, if the general partner is controlled by another entity, the controlling entity. Sponsor does not include the seller of the property to be developed as the rental housing Project, unless the seller will retain control of the Project for the period necessary to ensure Project feasibility as determined by the Department.

H. "TCAC" refers to the California Tax Credit Allocation Committee.

4. <u>Scope of Work</u>

The "Scope of Work" or "Work" for this Agreement shall consist of the development and construction of the Development identified in the Award Letter. Co-Applicant Sponsor shall cause the Development to be developed and constructed in full accordance with this Agreement and the

EXHIBIT A

Program Requirements. Any reference in this Agreement to "construction" shall include rehabilitation construction, if applicable.

All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by a Division of Financial Assistance Program Manager or higher departmental official, as appropriate, are hereby incorporated as part of the Application and hereby incorporated as part of the Agreement. The Department hereby reserves the right to review and approve any and all of the Work, and the Scope of Work may in no event be revised or altered without the Department's prior written consent and approval, which consent, and approval is within the Department's sole and absolute discretion.

For applications that include the development of a rental housing project, the Sponsor must be a Co-Applicant with the Non-Entitlement Local Government.

5. <u>Department Contract Coordinator</u>

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, State Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address, or emailed to PLHASGM@hcd.ca.gov:

California Department of Housing and Community Development
Attention: Permanent Local Housing Allocation (PLHA)
State Grant Management Section, Suite 400
651 Bannon Street, Suite 400
Sacramento, CA 95811
P. O. Box 952050
Sacramento, CA 94252-2050

6. <u>Contractor Contract Coordinator</u>

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed

EXHIBIT A

by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Joseph Irvin
Authorized Representative Title:	City Manager City of South Lake Tahoe
Agency Name:	City of South Lake Tahoe
Address:	1052 Tata Lane South Lake Tahoe, CA 96150
Phone No.:	(530) 542-6000
Email Address:	jirvin@cityofslt.us

Authorized Representative Name:	Ann Silverberg
Authorized Representative Title:	CEO NorCal Affordable
Agency Name:	Sugar Pine Phase 2B Housing Partners, L.P.
Address:	44 Montgomery Street, #1310 San Francisco, CA 94104
Phone No.:	(415) 677-9000
Email Address:	asilverberg@related.com

Authorized Representative Name:	Ann Silverberg
Authorized Representative Title:	CEO NorCal Affordable
Agency Name:	The Related Companies of California, LLC
Address:	18201 Von Karman Ave. #900 Irvine, CA 92612
Phone No.:	(415) 677-9000

EXHIBIT A

Email Address:	asilverberg@related.com

7. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").

B. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the PLHA application are subject to the cap on administrative fees.

C. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is **March 31, 2027**.

D. If funds are used for the development of an Affordable Rental Housing project, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the project. The loan shall be evidenced through a promissory note secured by a deed of trust and a regulatory agreement which shall restrict occupancy and rents in accordance with the Department approved underwriting of the project for at least 55 years.

E. This Agreement shall terminate on **June 30, 2033**, or upon completion of the Project and submittal of the close out report in compliance with Exhibit D, Section 7(B)(5), whichever date occurs first (the "Expiration Date").

8. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

EXHIBIT A

9. <u>Authority to Execute</u>

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

The budget detail is contained in Exhibit E in this Agreement.

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Applicant shall submit the following for the Department's approval:

A. Government TIN Form, as applicable.

B. STD 204 Payee Data Record, as applicable.

C. Loan documents utilized to extend a low interest deferred loan to the Sponsor of the project to develop an Affordable Rental Housing project.

D. Department Prepared Request for Funds Form.

E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of funds.

F. No Funding will be disbursed to the Applicant unless the Applicant has an approved Housing Element and is in compliance with the Housing Element Annual Progress Report requirements, pursuant to PLHA Program Guidelines section 402(a) and (b).

3. Performance

To allow for sufficient processing time final request for funds must be received by the Department no later than January 1, 2027.

4. Fiscal Administration

A. Grant funds will not be disbursed until the Department authorizes loan closing, in the case of development projects; or, in the case of program activities, all general and special conditions have been complied with. Administrative costs related to

EXHIBIT B

the planning and execution of eligible activities shall not exceed five percent of the Grant amount.

B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual report.

C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.

EXHIBIT D

PLHA PROGRAM TERMS AND CONDITIONS

1. Effective Date, Commencement of Work

This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. Applicant and Co-Applicant Sponsor agrees that work under this agreement shall not commence until execution of the STD 213, (the "Effective Date").

2. Strict Compliance

Applicant and Co-Applicant Sponsor will strictly comply with the terms, conditions, and requirements of the Permanent Local Housing Allocation (PLHA) Statutes, Guidelines, the Notice of Funding Availability (NOFA), and this Agreement.

3. Applicant and Co-Applicant Sponsor's Application for Funds

A. Applicant and Co-Applicant Sponsor have submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Applicant and Co-Applicant Sponsor's facts, information, assertions, and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

B. Applicant and Co-Applicant Sponsor warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Applicant and Co-applicant Sponsor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

4. Eligible Activities

Grant funds awarded to the Applicant and Co-Applicant Sponsor, if any, and expended by either Applicant or Co-Applicant Sponsor shall be used for the eligible Activity set

EXHIBIT D

forth in Exhibit E as required by the PLHA Statutes.

5. Core Practices

A. Applicant and Co-Applicant Sponsor must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). Applicant and Co-Applicant Sponsor allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

6. Monitoring Grant Activities

A. Applicant and Co-Applicant Sponsor shall monitor the activities selected and awarded by them to ensure compliance with PLHA requirements. An onsite monitoring visit of the Affordable Housing Development to assure compliance with habitability standards shall occur whenever determined necessary by the Applicant and Co-Applicant Sponsor, but at least every three years during the 55-year loan period. Applicant shall annually monitor the Affordable Housing Development's compliance with the occupancy and rent requirements set forth in the Regulatory Agreement and compliance with reserve requirements.

B. The Department will monitor the performance of the Applicant and Co-Applicant Sponsor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Applicant and Co-Applicant Sponsor as the Department deems appropriate based on a risk assessment.

C. As requested by the Department, the Applicant and Co-Applicant Sponsor shall submit to the Department all PLHA monitoring documentation necessary to ensure that the Affordable Housing Development is in continued compliance with PLHA requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Applicant and Co-Applicant Sponsor.

7. Reporting/Audits

A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Applicant and Co-Applicant Sponsor shall submit an annual report to the Department by July 31 of each year that reports all activities

EXHIBIT D

from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2025, and will report on all activities from the effective date of this Agreement through June 30, 2033.

B. The annual report shall contain a detailed report which must include, at a minimum:

1) A description of the progress of the Affordable Housing Development and an updated schedule for construction loan closing, construction completion, issuance of the temporary and permanent certificate of occupancy, and permanent loan closing.

2) Identification of the Eligible Activities to which the Applicant and Co-Applicant Sponsor committed program funds, and the income levels of households assisted.

3) Amounts awarded to Subrecipients with the activity(ies) identified;

4) Identification of the Eligible Activities upon which the Applicant and Co-Applicant Sponsor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and,

5) Close out report for an Affordable Housing Development that was fully expended and for which the permanent loan closing was completed during the fiscal year.

C. The Department may request additional information as needed to meet other applicable reporting or audit requirements.

D. The Applicant and Co-Applicant Sponsor is responsible for the completion of audits and all costs of preparing audits.

E. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Applicant and Co-Applicant Sponsor shall provide, at its own expense, a financial audit prepared by a certified public accountant.

F. If a financial audit is required by the Department, the audit shall be performed by

EXHIBIT D

an independent certified public accountant.

1) The Applicant is responsible for the completion of audits requested by the Department and all costs of preparing audits.

2) If there are audit findings, the Applicant must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

8. <u>Retention and Inspection of Records</u>

A. The Applicant shall maintain PLHA files which, at minimum, should include the following information and reports:

1) Activity description

2) Records of public hearings and public comments

3) Contracts, grant agreements, Standard Agreement

4) Description of targeted beneficiaries, services to be provided, household incomes, special needs

5) PLHA Activity costs, invoices, purchase orders, sources, and uses of funds for PLHA Activities, terms & conditions of financings, draws and all supporting documentation, change orders (as appropriate)

6) Activity schedule and amendments

7) Procurement policy used for PLHA Activity(ies)

B. The Applicant and Co-Applicant Sponsor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Applicant and Co-Applicant Sponsor agrees to provide the Department or its designee, with any relevant information requested. The Applicant and Co-Applicant Sponsor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and

EXHIBIT D

other material that may be relevant to a matter under investigation for the purpose of determining compliance with the PLHA Statutes, the NOFA, and this Agreement.

C. The Applicant and Co-Applicant Sponsor further agrees to retain all records for a period of three years after the close out report is submitted:

1) If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues, which arise from it.

2) The Applicant and Co-Applicant Sponsor also agrees to include in any contract that it enters into in an amount exceeding $10,000.00, the Department's right to audit the Applicant and Co-Applicant Sponsor's records and interview their employees. The Applicant and Co-Applicant Sponsor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.

E. The Applicant and Co-Applicant Sponsor shall retain all books and records relevant to this Agreement for a minimum of three years after the close-out report is submitted. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

9. <u>Breach and Remedies</u>

A. The following shall each constitute a breach of this Agreement:

1) Applicant and Co-Applicant Sponsor's failure to comply with the terms of this Agreement.

2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this

EXHIBIT D

Agreement.

3) Any failure to comply with the deadlines set forth in this Agreement.

B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:

1) Bar the Applicant and Co-Applicant Sponsor from applying for future PLHA and other HCD funds;

2) Revoke any other existing PLHA award(s) to the Applicant and Co-Applicant Sponsor;

3) Require the return of any unexpended PLHA funds disbursed under this Agreement;

4) Require repayment of PLHA funds disbursed and expended under this agreement;

5) Require the immediate return to the Department of all funds derived from the use of PLHA funds including, but not limited to recaptured funds and returned funds;

6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the PLHA Program requirements; and,

7) Seek such other remedies as may be available under the relevant agreement or any law.

C. All remedies available to the Department are cumulative and not exclusive.

D. The Department may give written notice to the Applicant and Co-Applicant Sponsor to cure the breach or violation within a period of not less than (15) fifteen days.

10. <u>Termination</u>

A. The Department may terminate this Agreement at any time for cause by giving a

EXHIBIT D

minimum of thirty days' notice of termination, in writing, to the Applicant and Co-Applicant Sponsor. Cause shall consist of violations of any terms and/or special conditions of this Agreement, the PLHA Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Applicant and Co-Applicant Sponsor shall be returned to the Department within thirty days of the notice of termination.

A. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations, or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

B. The Department has the option to terminate this Agreement under the (30) thirty-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

11. <u>Waivers</u>

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Applicant and Co-Applicant Sponsor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

12. <u>Relocation</u>

If there is or will be any residential or commercial displacement directly or indirectly caused by the Development, the Sponsor shall provide a relocation plan conforming to the requirements of state law and the regulations adopted by the Department in California Code of Regulations, Title 25, Section 6000, et seq. The Development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements. If there is federal funding of the Development, the Sponsor shall comply with federal Uniform Relocation Act requirements to the extent applicable.

13. <u>Article XXXIV</u>

All Projects shall comply with Article XXXIV, Section 1 of the California Constitution, as

EXHIBIT D

clarified by the Public Housing Election Implementation Law (HSC Section 37000 -37002). Article XXXIV documentation for loans underwritten by the Department shall be subject to review and approval by the Department prior to the announcement of award recommendations.

Article XXXIV requires local voter approval before any state public body can develop, construct or acquire a low-rent housing Project in any manner. However, the Public Housing Election Implementation Law (HSC Section 37000 – 37002) provides clarification as to when Article XXXIV is applicable. HSC Section 37001, for example, lists a number of Project types that are not considered "low-rent housing Projects." Applicants must submit documentation that demonstrates the Project's compliance with, or exemption from, Article XXXIV. If a Project is subject to Article XXXIV, the Department requires an allocation letter from the locality, which shows that there is Article XXXIV authority for the Project. A local government official with authority should prepare the allocation letter and it should include the following:

A. The name and date of the proposition and the number of units that were approved;

B. A copy of the referendum and a certified vote tally;

C. The number of units that remain in the locality's "bank" of Article XXXIV authority (i.e., the number of units that are still available for allocation); and

D. The number of units that the locality will commit to this Project, including the manager unit.

If a Project is statutorily exempt from Article XXXIV, the Department requires an Article XXXIV opinion letter from the Applicant's legal counsel. The Article XXXIV opinion letter must demonstrate that the Applicant has considered both the legal requirements of Article XXXIV and the relevant facts of the Project (e.g., all funding provided by public bodies, including state, county or city sources, the number of low-income restricted units, and the general content of any regulatory restrictions). Any conclusion that a Project is exempt from Article XXXIV must be supported by facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law.

14. <u>Pet Friendly Housing Act of 2017</u>

Housing funded through this program is subject to the Pet Friendly Housing Act of

EXHIBIT D

2017 (HSC Section 50466). Each awardee will be required to submit a signed and dated certification that residents of the program-funded housing development will be authorized to own or otherwise maintain one or more common household pets as required by HSC Section 50466. Pursuant to this statute, “common household pet” means a domesticated animal, such as a dog or cat, commonly kept in the home for pleasure rather than for commercial purposes.

15. State Prevailing Wages

Program Funds awarded under this NOFA are subject to state prevailing wage law, as set forth in Labor Code Section 1720 et seq. and require the payment of prevailing wages unless the Project meets one of the exceptions of Labor Code Section 1720 (c), as determined by the Department of Industrial Relations (DIR). The DIR can be contacted via its website at https://www.dir.ca.gov/oprl/DPreWageDetermination.htm. Applicants are urged to seek professional advice as to how to comply with state prevailing wage law.

16. Accessibility and Non-Discrimination

All Projects or programs shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and 11B and the Americans with Disabilities Act, Title II. In addition, Projects or programs shall adhere to either the Uniform Federal Accessibility Standards (UFAS) standards, 24 C.F.R. Part 8, or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the Project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Section 8.26.

Recipients shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or Activity funded in whole or in part with program funds made available pursuant to this NOFA. Recipients shall comply with

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the requirements contained in the Americans with Disabilities Act, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 C.F.R. Part 100, 24 C.F.R. Part 8, and 28 C.F.R. Part 35, in all of the Sponsor's activities.

17. Special Conditions Applicant and Co-Applicant Sponsors and Subrecipients

The Applicant and Co-Applicant Sponsor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Applicant and Co-Applicant Sponsor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Applicant and Co-Applicant Sponsor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

18. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Applicant and Co-Applicant Sponsor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Applicant and Co-Applicant Sponsor, its Subrecipients, and any other Grant activity.

19. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Applicant and Co-Applicant Sponsor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

Purpose:

Applicant applied to the State of California for the Grant in order to provide services for affordable housing project listed below:

A. Development/Project Name: Sugar Pine Village Phase 2B

B. Development Location: 1860 Lake Tahoe Blvd South Lake Tahoe, CA 96150

C. Project Sponsor: Sugar Pine Phase 2B Housing Partners, L.P & The Related Companies of California, LLC

D. Description of Development: Sugar Pine Village Phase 2B is a 60-unit new construction project with 12 studio, 12 one-bedroom, 20 two-bedroom, 16 three-bedroom serving households with incomes ranging from 30-60 percent of Area Median Income (AMI), 0 market rate unit(s) and 0 manager's unit(s). Each unit will have Air conditioning, carpet, storage closet, appliances, and balcony or patio. On-site amenities include a community room, surveillance cameras, laundry room and picnic area. Off-site amenities, located within walking distance (one mile radius) include access to public transportation, multiple recreation areas, elementary and high schools, a hospital and medical facilities, grocery stores, a pharmacy, post office, restaurants, and retail.

Budget Detail:

Applicant has been awarded the following grant amounts: **$5,000,000**

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Payees:

A. The authorized Payee(s) is/are as specified below:

Name: **City of South Lake Tahoe** Amount: **$5,000,000**

2. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement:

None.

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 10

Agenda Item:

Amendment No. 2 to Agreement with Workbench for Preapproved ADU Designs

Executive Summary: Infill housing, including accessory dwelling units (ADUs), is a crucial element in the City's plan to provide a diverse housing supply. On March 12, 2024, City Council directed staff to develop a Request for Proposal (RFP) to procure a consultant. On December 10th, 2024, City Council approved a Professional Services Agreement (PSA) with Workbench in the amount not to exceed $125,000. The Scope of Work includes developing code-compliant, preapproved ADU construction plans for free to the public, reducing time frames and fees, in addition to providing a list of ADU modular products that can be used in Lake Tahoe. On June 3, 2025, the City Council directed staff to focus on smaller-sized units (800 square feet or less) consistent with the findings in the developable lots analysis. On November 4th, 2025, staff presented four ADU designs for approval by City Council. City Council passed a motion accepting the four selected ADU designs, authorizing and directing the Mayor to execute the amendment with Workbench to develop a booklet of modular/prefabricated products for an additional $5,900, and directing staff to preapprove 1-2 ADU designs from the modular/prefabricated product list. Workbench currently has the four ADU plan sets at 95% completion. However, due to changes in the 2025 building code cycle, additional work is required to bring the plan sets into compliance with the new building code that exceeds the current PSA budget.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 2 to Agreement with Workbench to increase the budget by an amount not to exceed $10,000 for a total budget of $140,900 and extend the contract term of service to June 30, 2026.

Responsible Staff Member: Crystal Plotner, Assistant Housing Planner

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 -Amendment No. 2 to Agreement with Workbench for Preapproved ADU Designs.docx
02-C-315-2024 Workbench Contract- signed 2.25.25.pdf
03- C-041-2026 Workbench Amendment1.pdf
04-C-269-2025 Workbench - ASA_signed.pdf
05-Amendment No. 2 to Agreement with Workbench.docx
06-Workbench Budget Amendment Letter.pdf

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

Meeting Date: March 10, 2026

Title: Amendment No. 2 to Agreement with Workbench for Preapproved ADU Designs

Location: Citywide

Responsible Staff Member: Crystal Plotner, Assistant Housing Planner

Background: Effectively addressing the housing crisis involves hitting the right balance between numerous policies and programs and allocating resources to implement them effectively. Infill housing, including accessory dwelling units (ADUs), is a crucial element in the City's plan to provide a diverse housing supply. The state and city have responded to the housing crisis by passing new laws and ordinances to encourage the construction of ADUs. City staff created an Accessory Dwelling Unit Guidebook in July 2023, which provides a how-to guide for obtaining permits for ADUs, as well as resources and incentives.

On March 12th, 2024, City Council directed staff to develop a Request for Proposal (RFP) to procure a consultant to develop Preapproved ADU plans that will be provided to the public for free in the city. Preapproved ADU plans can provide code-compliant ADU construction plans that can be obtained online and would not have to go through the plan check process, reducing time frames and fees to further incentivize ADU development.

A Request for Proposals (RFP) was released on June 14th, 2024 with proposals due on July 19th, 2024.

After the review process, it was determined that Workbench would be the best firm to assist the City in developing Preapproved Accessory Dwelling Unit plans. On December 10th, 2024, City Council approved a Professional Services Agreement (PSA) with Workbench in the amount not to exceed $125,000 for the development of the Preapproved Accessory Dwelling Unit plans.

The Scope of Work includes five tasks including: project management, an analysis of city developable lots, final drawing set for Preapproved ADUs, a list of prefabricated products that can be used in South Lake Tahoe, and public meetings. The plan check-ready construction plans will include a Studio ADU, a 1-bedroom ADU, a 2-bedroom ADU, and a garage design with an upstairs ADU.

On June 3rd, 2025, staff presented a parcel analysis of developable city lots to City Council. City Council passed Motion 2025-057 directing staff to continue with the Workbench contract to develop preapproved ADU plans, and preapproved ADU products, focused on smaller-sized units (800 square feet or less) consistent with the findings of the developable city lots analysis.

On November 4th, 2025, staff presented four ADU designs for approval by City Council. Staff also recommended an amendment to the PSA to incorporate a user-friendly booklet of prefabricated ADU designs to be added to the Scope of Work for an additional $5,900.00 covered by Planning Professional Services funds. City Council passed Motion 2025-116 accepting the four selected ADU designs, authorizing and directing the Mayor to execute the amendment with Workbench to develop a booklet of modular/prefabricated products for an additional $5,900, and directing staff to preapprove 1-2 ADU designs from the modular/prefabricated product list.

Issue and Discussion: Workbench currently has the four ADU plan sets at 95% completion. Due to unforeseen delays, the project now falls under the 2025 building code cycle instead of the 2022 building code cycle. There is additional work required to bring the plan sets into compliance with the new 2025 building code that exceeds the current PSA budget. These changes include but are not limited to: updates and revisions to structural drawings and calculations with more stringent snow loads, new plan set notes, and redrawing exterior insulation and new roof framing.

The Workbench PSA is funded with Permanent Location Housing Allocation (PLHA) program funds. The California Department of Housing and Community Development (HCD) provides grant funding through the PLHA program to local governments for eligible housing and homelessness activities.

One of the eligible activities for PLHA funds is Activity 2:

> The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 day.

Under the Formula PLHA program, the City of South Lake Tahoe is eligible to receive up to $994,219 over five years. To date, the City has been awarded four allocations for a total of $714,417.

The PLHA funds for allocation years 2019, 2020, 2021, and 2022 were appropriated into the budget on August 13, 2024 through Resolution 2024-083. Subsequently, Resolution 2024-099 passed on September 10, 2024 amending the allowable uses for the PLHA funds. The PLHA amendment included the use of 2022 allocation funds for Activity 2 - ADU predevelopment/development.

The Standard Agreement for PLHA contract #20-PLHA-15544 outlines that the City's allocation for 2022 is $150,344 and directs 90% be allocated to Activity 2 for a total of $135,309.60 available for the predevelopment/ development of ADUs.

An initial disbursement of $125,000 from the 2022 PLHA allocation was approved by HCD in April 2025 for Activity 2. There is a residual $10,309.60 in PLHA funds allocated for the ADU project available to cover the $10,000 budget amendment for Workbench to complete the ADU plan sets.

Staff recommends that the City Council pass a Motion to authorize and direct the Mayor to execute Amendment #2 with Workbench to increase the Professional Services Agreement budget by an amount not to exceed $10,000 for a total budget of $140,900 and extend the contract term of service to June 30, 2026.

Financial Implications: The approved Professional Service Agreement with Workbench, in an amount not to exceed $140,900, for the development of Preapproved Accessory Dwelling Unit plans and a prefabricated/modular ADU booklet is funded through $135,000 in Permanent Local Housing Allocation (PLHA) Formula – Year 2022 allocation funds and $5,900 from Planning Professional Services Account #1003710-42020.

Environmental Considerations: 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>

1.8 Evaluate ability to reduce regulations for development and streamline approval process.

<u>City General Plan Housing Element</u>

Policy 2-3 The City shall encourage a range of housing options so that people who work in South Lake Tahoe can choose to live in the city.

Policy 2-5 The City shall recognize that it will become difficult to attract employees if they cannot afford to purchase or rent housing in South Lake Tahoe. The City shall encourage and support programs and activities that create a robust local economy that provides residents with good paying employment and the means to purchase and/or rent housing in the City.

Program 2-8 Mitigation of TRPA Regulations – Accessory Dwelling Units and Junior Accessory Dwelling Units.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 10th day of December 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Workbench ("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 **$125,000** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

7. Ownership Of Documents.
   It is mutually agreed that all materials prepared by the Consultant under this Contract are upon creation and shall be at all times the shared property of the City of South Lake Tahoe, Workbench and its subcontractors.

   A. Consultant and associated subcontractors are granted an irrevocable license to re-use the plans created, or any portion thereof, in their business in the future, without limitation. In the event of any such re-use, Consultant shall remove any indications from the plans regarding the City of South Lake Tahoe. The City of South Lake Tahoe agrees that Consultant shall bear no responsibility for any reuse or modification of the materials prepared by the Consultant, including but not limited to use or modification by residents as part of a Prototype Plans Program. Consultant shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of

City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Contract, excluding the plans themselves (per the above re-use permission) and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables.

8. Consultant's Books and Records.

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

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

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

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

9. Independent Consultant. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent Consultant 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, Consultants or subcontractors hired or retained by Consultant are employees, agents, Consultants or subcontractors of Consultant and not of the City.

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

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

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

    a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,
    b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

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

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials,

officers, elected officials, appointed officials, and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

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

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

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

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

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

15. Permit Information and Liability Release

1. The City agrees to share approved construction permit information with the Consultant. This can be achieved either by, providing the Consultant with a scanned copy of the liability waiver (item three, below) executed in relation to any approved set of the plans created under the Agreement or by providing a list of addresses to the Consultant, at the Consultant's request.
2. The liability limitation language, to be included on each sheet of any plans created by Consultant that the City makes available for use by the public shall contain language limiting Consultant's and the City's liability. The language shall be as follows:

   BY USING THESE PRE-APPROVED ADU PLANS, THE RECIPIENT IS ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS.

   1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED (the City of South Lake Tahoe PRE-APPROVED ADU PROGRAM) USE OF THESE PLANS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. CONSULTANT AND/OR the City of South Lake Tahoe SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS.

   2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO CONSULTANT OR the City of South Lake Tahoe. NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, REUSE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD CONSULTANT AND the City of South Lake Tahoe HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGEMENTS, OR COSTS ARISING OUT OF OR RESULTING THERE FROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY.

   3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, THE RECIPIENT SHOULD NOT PROCEED BEYOND THIS DISCLAIMER.
3. The parties agree that any user of the City of South Lake Tahoe's Preapproved Plans Program drawings must execute a liability waiver limiting Consultant's and the City's liability. The waiver, shall include, at a minimum, the following information and language:

   • Full applicant name, project address and contact information (including all owners and beneficial owners of any property on which the City of South Lake Tahoe's Preapproved Plans Program drawings will be used). Contact information should include full legal names, address(es), contact phone numbers and email addresses.

• Identification of the plan set being used by the Application;
• Language stating: "By using these the City of South Lake Tahoe's Preapproved Plans Program construction documents, the user agrees to release, hold harmless and indemnify Consultant and the City of South Lake Tahoe including their respective officers, directors, shareholders, employees, contractors, Consultants, elected officials, and any architect or service provider who prepared the construction documents, from any and all claims, liabilities, suits and demands, on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, including attorneys' fees and costs, arising out of the use of these construction documents."
• Additional language mirroring the on-sheet language, stating:
BY USING THESE PRE-APPROVED ADU PLANS, THE RECIPIENT IS ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS.

1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED (the City of South Lake Tahoe Preapproved PLANS PROGRAM). USE OF THESE PLANS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. CONSULTANT AND/OR the City of South Lake Tahoe SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS.

2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO CONSULTANT OR the City of South Lake Tahoe NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, REUSE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD CONSULTANT AND the City of South Lake Tahoe HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGEMENTS, OR COSTS ARISING OUT OF OR RESULTING THERE FROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY.

3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, THE RECIPIENT SHOULD NOT PROCEED BEYOND THIS DISCLAIMER.

• Signature blocks for all applicants, owners and beneficial owners of the real property on which the City of South Lake Tahoe's Preapproved Plans Program construction documents are to be used.

16. Insurance Requirements.

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

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

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

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

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors.

The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved.

Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

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 Airport Rd.
South Lake Tahoe, CA 96150

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

If to Consultant: Workbench
189 Walnut Avenue
Santa Cruz, CA 95060

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 Consultants 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 Consultant hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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

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

25. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and Consultants 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:
By _____
Tamara Wallace, Mayor

CONSULTANT:
By Jamileh Cannon
Jamileh Cannon, Founding Partner and Principal Architect

Business License # 331988

APPROVED AS TO FORM:
By _____
Heather Stroud, City Attorney

ATTEST:
By Susan Blankenship (Feb 10, 2025 08:44 PST)
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 Services

The Consultant will be supplying the City with three designs that are plan check

ready construction plans for 3 different detached ADUs. The Consultant will demonstrate relevant work experience by providing plans and/or images of accessory dwelling unit designs that are similar to the unit type(s) being proposed by the Consultant.

Task 1: Project Management

The project will be a collaborative effort between City staff and the Consultant. The City's Housing, Planning, and Building Divisions within the Development Services Department will coordinate with the Consultant in addition to other staff as needed.

Task 2: Analysis of City Developable Lots

The Consultant will complete an analysis of developable parcels within the city to better understand the average lot sizes, and any other pertinent information, as available, about coverage verification, etc.

Task 3: Final Drawing set for Preapproved ADUs

1. The Consultant will be responsible for developing a collection of Preapproved ADU building plan sets for an expedited review program. This program would include options for multiple unit types, sizes, and building footprints. Based on the preliminary assessments completed in Task 2, these designs will be approved by the City.
   Each of the plan set construction drawings will be checked by the City of South Lake Tahoe for evaluation of ability to be built without requiring further plan checking (i.e. preapproved). Thus, each plan set must have a full set of construction drawings that will be plan checked through the Development Services Department, including a sample plot plan. The plan sets will comply with the applicable current Building Code standards, City's Residential Standards, and have identified high quality materials, quality architectural design, and elevations. Specifically, the Consultant shall perform tasks that include:
   - Preparing draft plan sets for review by City staff;
   - Revising plans based upon staff plan check and other comments;
   - Meeting with staff prior to finalizing plans, if needed;
   - Preparing final plans for ADU permit issuance and construction;
   - The proposed plans must meet all City of South Lake Tahoe and State of California regulations pertaining to ADUs.

2. The Consultant will prepare a final drawing set for each Preapproved ADU, which will incorporate all necessary plan-check corrections. Plans and specifications shall comply with standard drawings and specifications requirements of the City of South Lake Tahoe, Tahoe Regional Planning Agency (TRPA), and other agencies as applicable. The Final Plan set shall include:
   - Floor plans
   - Foundation Plans (suitable or customizable for all soil conditions)
   - Sections (if necessary)

- Exterior Elevations
- Renderings of exterior and interior features, including finishes as appropriate.
- Suggested exterior and interior materials and possible options.
- All utilities, including but not limited to sewer, water, gas and electricity.

3. The three ADU plans shall be of compatible character, style and massing as that of the immediate subject property and neighborhood.
   - Studio ADU
   - 1 Bedroom
   - 2 Bedroom
   - Based on the analysis of city developable lots, select the studio, 1 or 2 bedroom to develop a detached garage design with an above garage ADU.
4. Provide a Process for Updates for the route to address California Building Code changes and potential future Consultant costs for updates.
5. Design Model Workbook: Create a design model workbook including elevation drawings illustrating the styles available for each of the building sizes.
6. Construction-Level Permit Ready Plans: Draft downloadable construction-level sets of building plans for each building size. Architectural styles and interior floor plans, can be mixed and matched for the different building sizes.

Task 4: List of Modular Products that can be used in South Lake Tahoe

1. Include a list of modular/pre-fabricated products that are compliant with the City of South Lake Tahoe building code and development standards that can be utilized for ADUs.

Task 5: Community Engagement and Planning Commission

1. Planning Commission: Initial public meeting at Planning Commission to review the Analysis of City Developable Lots and potential design options and a second public hearing for the adoption of the Preapproved ADU plans.
2. The Consultant shall follow the timeline for completion of the final plans and the cost estimate for all of the work to be completed.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	$125,000
Hourly Rate:	$ N/A
Travel and out-of-pocket expenses	$ N/A
[travel is included in the TOTAL (not to exceed amount)]	
TOTAL (not to exceed)	$125,000

TIMELINE

- S. LAKE TAHOE PRE-DESIGNED ADUs - PROPOSED SCHEDULE	**118 days**
Award of Contract	1 day
> INTERNAL PROJECT SETUP (CONCURRENT)	8 days
-DESIGN AND PERMITTING	116 days
- CONCEPTUAL DESIGN	28 days
> Analysis of City Developable Lots	13 days
> Concept Designs	15 days
- SCHEMATIC DESIGN	25 days
> SD- Project Management	10 days
> SD- Design Sprint 1	13 days
> SD - Design Sprint 2	12 days
- DESIGN DEVELOPMENT	20 days
> DD- Design Sprint 1	12 days
> DD- Design Sprint 2	8 days
- CONSTRUCTION DOCUMENTS AND PLAN CHECK	43 days
> CDs- Design Sprint 1	14 days
> CDs- Internal Review and Preparation	9 days
> PLAN CHECK	19 days
PROJECT COMPLETED/ PRINT SETS	1 day

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:
Jamileh Cannon, Founding Partner and Principal Architect, Workbench
By: Jamileh Cannon
Jamileh Cannon (Feb 25, 2025 16:12 PST)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2024

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
Hayashi Insurance Solutions
PO Box 1044
Roswell GA 30077-1044

CONTACT NAME: Jeff Hayashi
PHONE (A/C, No, Ext): (831) 840-8131 FAX (A/C, No): (831) 603-3211
E-MAIL ADDRESS: jeff@hayashiinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Colony Insurance Co.	
INSURER B: Hartford Accident and Indemnity Company	22357
INSURER C: Security Natonal Insurance Co.	19879
INSURER D: Lloyds of London	
INSURER E:	
INSURER F:	

INSURED
Workbench
189 Walnut Ave
Santa Cruz CA 95060

COVERAGES **CERTIFICATE NUMBER:** CL246502801 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			600GL002336206	04/30/2024	04/30/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			57UECFN2124	04/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			XS4273584	04/30/2024	04/30/2025	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SWC1477740	01/01/2024	01/01/2025	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability			ANE200816823	08/01/2024	08/01/2025	Ea. Claim	1,000,000
							Aggregate	1,000,000

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

CERTIFICATE HOLDER

Insured's Proof of Coverage

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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C-315-2024 Workbench

Final Audit Report 2025-02-26

Created:	2025-02-07
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAifYt6sWXXSf5HNt86CWX__Agb_cwaJlW

"C-315-2024 Workbench" History

Document created by Michelle Davis (medavis@cityofslt.us)
2025-02-07 - 11:34:15 PM GMT

Document emailed to Susan Blankenship (sblankenship@cityofslt.us) for signature
2025-02-07 - 11:34:20 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.us)
2025-02-10 - 4:44:20 PM GMT

Document e-signed by Susan Blankenship (sblankenship@cityofslt.us)
Signature Date: 2025-02-10 - 4:44:38 PM GMT - Time Source: server

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2025-02-10 - 4:44:40 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2025-02-10 - 6:52:12 PM GMT

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2025-02-10 - 6:52:57 PM GMT - Time Source: server

Document emailed to Tamara Wallace (twallace@cityofslt.us) for signature
2025-02-10 - 6:52:58 PM GMT

Email viewed by Tamara Wallace (twallace@cityofslt.us)
2025-02-10 - 6:53:13 PM GMT

Document e-signed by Tamara Wallace (twallace@cityofslt.us)
Signature Date: 2025-02-10 - 6:53:32 PM GMT - Time Source: server

Document emailed to Jamileh Cannon (jamileh@workbenchbuilt.com) for signature
2025-02-10 - 6:53:36 PM GMT

Adobe Acrobat Sign

Email viewed by Jamileh Cannon (jamileh@workbenchbuilt.com)
2025-02-10 - 7:17:12 PM GMT

Email viewed by Jamileh Cannon (jamileh@workbenchbuilt.com)
2025-02-25 - 11:56:32 PM GMT

Document e-signed by Jamileh Cannon (jamileh@workbenchbuilt.com)
Signature Date: 2025-02-26 - 0:12:33 AM GMT - Time Source: server

Agreement completed.
2025-02-26 - 0:12:33 AM GMT

Adobe Acrobat Sign

Amendment No. 1 to Professional Services Agreement
With Workbench

This Amendment modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and Workbench ("Consultant") entered into on December 10, 2024 (C-315-2024).

The Professional Services Agreement is amended as follows:

Section 3 (Compensation) is amended to read in its entirety as follows.

> Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B, which is attached to and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $130,900 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.

The Proposed Program Budget in **Exhibit A (Scope of Work)** is amended to add the following:

Exhibit A
SCOPE OF WORK

Task 4: List of Modular Products that can be used in South Lake Tahoe

1. Include a list of modular/pre-fabricated products that are compliant with the City of South Lake Tahoe building code and development standards that can be utilized for ADUs.

2. Create a user-friendly booklet for the public listing modular/prefabricated products that can be utilized for ADUs and are compliant with the City of South Lake Tahoe building code and development standards.

Exhibit B (Schedule of Charges and Timeline) is hereby amended to read in its entirety as follows:

Exhibit B
SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	$130,900
Hourly Rate:	$N/A
Travel and out-of-pocket expenses	$N/A
[travel is included in the TOTAL (not to exceed amount)]	
TOTAL (not to exceed)	$130,900

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
Cody Bass (Feb 28, 2026 13:25:24 PST)

Cody Bass, Mayor

Date 02/28/2026

CONSULTANT:

By Jamileh Cannon (Feb 24, 2026 15:32:04 PST)

Jamileh Cannon, Founding Partner and Principal Architect

Date 02/24/2026

APPROVED AS TO FORM:

By Heather Stroud (Feb 24, 2026 15:34:54 PST)
Heather Stroud, City Attorney

Date 02/24/2026

ATTEST:

By Susan Blankenship (Feb 24, 2026 15:48:55 PST)
Susan Blankenship, City Clerk

Date 02/24/2026

C-041-2026 Workbench Amendment 1

Final Audit Report 2026-02-28

Created:	2026-02-24
By:	Michelle Davis (medavis@cityofslt.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUWT_pD3jRCm2vHM5HeBa9M-cjW3aBBrG

"C-041-2026 Workbench Amendment 1" History

Document created by Michelle Davis (medavis@cityofslt.gov)
2026-02-24 - 11:30:08 PM GMT

Document emailed to Susan Blankenship (sblankenship@cityofslt.gov) for signature
2026-02-24 - 11:30:13 PM GMT

Document emailed to Heather Stroud (hstroud@cityofslt.gov) for signature
2026-02-24 - 11:30:13 PM GMT

Document emailed to cbass@cityofslt.gov for signature
2026-02-24 - 11:30:13 PM GMT

Document emailed to Jamileh Cannon (jamileh@workbenchbuilt.com) for signature
2026-02-24 - 11:30:14 PM GMT

Email viewed by Jamileh Cannon (jamileh@workbenchbuilt.com)
2026-02-24 - 11:31:22 PM GMT

Document e-signed by Jamileh Cannon (jamileh@workbenchbuilt.com)
Signature Date: 2026-02-24 - 11:32:04 PM GMT - Time Source: server

Email viewed by Heather Stroud (hstroud@cityofslt.gov)
2026-02-24 - 11:33:06 PM GMT

Document e-signed by Heather Stroud (hstroud@cityofslt.gov)
Signature Date: 2026-02-24 - 11:34:54 PM GMT - Time Source: server

Email viewed by Susan Blankenship (sblankenship@cityofslt.gov)
2026-02-24 - 11:48:25 PM GMT

Document e-signed by Susan Blankenship (sblankenship@cityofslt.gov)
Signature Date: 2026-02-24 - 11:48:55 PM GMT - Time Source: server

Adobe Acrobat Sign

Email viewed by cbass@cityofslt.gov
2026-02-28 - 9:24:29 PM GMT

Signer cbass@cityofslt.gov entered name at signing as Cody Bass
2026-02-28 - 9:25:22 PM GMT

Document e-signed by Cody Bass (cbass@cityofslt.gov)
Signature Date: 2026-02-28 - 9:25:24 PM GMT - Time Source: server

Agreement completed.
2026-02-28 - 9:25:24 PM GMT

Adobe Acrobat Sign

workbench

ADD SERVICE AGREEMENT #2 –MODULAR BOOKLET – R1

Date: 11/04/2025
Project: City of South Lake Tahoe-Pre-Approved ADU Program
Client: City of South Lake Tahoe

Description:
This architectural Add Service Agreement is for graphic design services to create a Modular booklet based on the modular research, a part of the original Contract services.

Phasing:

1. Initial Meeting. Determine: Scope and style, Intake: Delivery Specs, Brand assets, Any reference layouts, styles, etc.
2. Design. Layout, any necessary asset development, send first proof.
3. Revisions. 1-2 rounds of comments/corrections.
4. Final Delivery: Based on determined specifications.

Fee for Additional Services:
The additional Services described herein will be billed monthly as "ASA#2 – Modular Booklet", not to exceed the amount indicated below. The fees quoted in this proposal are valid for a period of 60 days from the date of this proposal. All terms and conditions of the Contract apply to this agreement. Should you have any questions on the development of this agreement, or the elements contained herein, we are happy to meet to discuss.

Not To Exceed amount: $5,900.00 (Five Thousand Nine Hundred dollars)

If additional work is requested or needed, we will incorporate this into our scope with an additional Add Service.

workbench
189 Walnut Avenue
Santa Cruz, CA 95060
831.227.2217

ACCEPTED BY:

WORKBENCH

By: Jamileh Cannon
Name: Jamileh Cannon (Project Executive)
Its: Owner and Principal
Date:

CLIENT NAME

By: Cody Bass (Dec 30, 2025 11:05:22 PST)
Name: Cody Bass
Its: Mayor of South Lake Tahoe
Date:

workbench
189 Walnut Avenue
Santa Cruz, CA 95060
831.227.2217
CA Arch. Lic. #C33050 – GC Lic. #1032189

C-269-2025 Workbench

Final Audit Report 2026-02-04

Created:	2025-12-30
By:	Michelle Davis (medavis@cityofslt.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAle2bziE9LD_2bS4fnWiHNNYhs4_vKCb0

"C-269-2025 Workbench" History

Document created by Michelle Davis (medavis@cityofslt.gov)
2025-12-30 - 6:40:47 PM GMT

Document emailed to cbass@cityofslt.gov for signature
2025-12-30 - 6:40:51 PM GMT

Email viewed by cbass@cityofslt.gov
2025-12-30 - 7:05:05 PM GMT

Signer cbass@cityofslt.gov entered name at signing as Cody Bass
2025-12-30 - 7:05:20 PM GMT

Document e-signed by Cody Bass (cbass@cityofslt.gov)
Signature Date: 2025-12-30 - 7:05:22 PM GMT - Time Source: server

Document emailed to Jamileh Cannon (jamileh@workbenchbuilt.com) for signature
2025-12-30 - 7:05:23 PM GMT

Email viewed by Jamileh Cannon (jamileh@workbenchbuilt.com)
2026-02-04 - 0:15:01 AM GMT

Document e-signed by Jamileh Cannon (jamileh@workbenchbuilt.com)
Signature Date: 2026-02-04 - 0:15:19 AM GMT - Time Source: server

Agreement completed.
2026-02-04 - 0:15:19 AM GMT

Adobe Acrobat Sign

Amendment No. 2 to Professional Services Agreement
With Workbench

This Amendment modifies the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City") and Workbench ("Consultant") entered into on December 10, 2024 (C-315-2024).

The Professional Services Agreement is amended as follows:

Section 2 (Term/Time of Performance) is amended to read in its entirety as follows.

> The services by Consultant are to commence upon the execution of the Agreement and shall end on or before June 30, 2026.

Section 3 (Compensation) is amended to read in its entirety as follows.

> Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B, which is attached to and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed $140,900 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.

The Proposed Program Budget in **Exhibit B** (Schedule of Charges and Timeline) is hereby amended to read in its entirety as follows:

Exhibit B
SCHEDULE OF CHARGES AND TIMELINE

<u>BUDGET</u>

Estimated fees (not to exceed)	$140,900
Hourly Rate:	$N/A
Travel and out-of-pocket expenses	$N/A
[travel is included in the TOTAL (not to exceed amount)]	
TOTAL (not to exceed)	$140,900

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

CITY OF SOUTH LAKE TAHOE:	CONSULTANT:
By_____	By _____
Cody Bass, Mayor	Jamileh Cannon, Founding Partner and Principal Architect Workbench
Date _____	Date _____

APPROVED AS TO FORM:

By_____ Date _____
Heather Stroud, City Attorney

ATTEST:

By_____ Date _____
Susan Blankenship, City Clerk

workbench
concept to completion building

19 February 2026

189 Walnut Avenue

Santa Cruz, CA 95060

To: Crystal Plotner

Assistant Housing Planner

City of South Lake Tahoe, CA

Subject: Request for Additional Services Funding – Pre-Approved ADU Program

Dear Crystal,

We are requesting authorization for additional funding not to exceed $10,000 in services to complete the Pre-Approved ADU Program.

Our team is seeking this additional funding to capture time and costs associated with unforeseen tasks that arose during the course of the project. As you know, the project experienced a pause for an extended duration in 2025. Had the project continued on its original schedule, we would have been positioned to submit under the 2022 code cycle by mid-summer 2025. Due to the delay, the work has instead needed to align with the 2025 code cycle.

The majority of the unanticipated effort has been driven by updates required to bring the plan sets into compliance with the 2025 code changes which include:

- A new set of construction, lighting, electrical and WUI notes
- Required all exterior details to be redrawn for exterior insulation and new roof framing
- Framing and wall types in all models had to be revised per structural updates.
- Structural drawings and calculations were based on existing models under the 2022 code. The models had to be completely revised per 2025 code, with very stringent snow loads.

These updates have required additional coordination, revisions, and documentation beyond the scope and level of effort originally anticipated.

We remain committed to delivering a complete and successful Pre-Approved ADU Program and appreciate your continued partnership. Authorization of this additional funding will allow our team to finalize the updated plan sets and proceed toward submission without further delay.

Please let us know if you would like a detailed breakdown of the additional tasks or if you would like to discuss this request further. Upon your approval, we will issue an amendment to our agreement reflecting the additional services.

189 Walnut Avenue
Santa Cruz, CA 95060
(831) 227-
Workbenchbuilt.

workbench
concept to completion building

Thank you for your consideration, and we look forward to bringing this program to completion.

Sincerely,

Jamileh Cannon, Principal

415.730.2952

189 Walnut Avenue
Santa Cruz, CA 95060
(831) 227-2217
Workbenchbuilt.com

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 11

Agenda Item: Financing Agreement with Banc of America Public Capital Corp for Snow Removal Equipment

Executive Summary: On February 24, 2026, the City Council approved a purchase of several pieces of snow removal equipment for the Department of Public Works to conduct efficient snow removal operations, for $2,120,248. In anticipation of this purchase approval, the Finance Department requested rates from four financial institutions for the lease/purchase financing. An analysis of the rate/payment results is included in the staff report. Banc of America Public Capital Corp was selected based on lowest cost to finance the equipment.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor Pro Tem to execute Equipment Schedule No. 2 under 2023 Master Lease Schedule of Property, Acquisition Fund and Account Control Agreement and related documents with Banc of America Public Capital Corp in the principal amount of $1,590,185.76 for the purchase of Snow Removal Equipment.

Responsible Staff Member: Olga Tikhomirova, Director of Finance

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

Attachments:

- 01-Staff Report Snow Removal Equipment Financing.docx
- 02-Resolution Snow Removal Equip Financing 2026.docx
- 03-Equipment Schedule No. 2.doc
- 04-South Lake Tahoe Payment Schedule.docx
- 05-Incumbency Certificate.doc
- 06-City Attorney Opinion Letter to Lessee.docx
- 07-Schedule No. 02 Escrow Agreement.docx
- 08-Master Lease Agreement.pdf

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

Meeting Date: March 10, 2026

Title: Financing Agreement with Banc of America Public Capital Corp. for Snow Removal Equipment

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance

Background: The City Council approved the purchase of the snow removal equipment for the Department of Public Works for $2,120,248 on February 24, 2026. A portion of the purchase, $530,062 was proposed to be paid with funds on hand sourced from the existing available fund balance in Fund 208 Snow Removal Equipment Replacement. The remaining portion, $1,590,186, was proposed to be financed.

Issue and Discussion: The Finance Department requested rates from four financial institutions to finance the remainder of this purchase. An analysis of rate/payment results is below:

Financing Institution	Interest Rate (Tax Exempt)	Payments per year, 5 years	Total Interest Paid	Yearly Debt Service
U.S.Bank	3.690%	2	$ 165,786.94	$ 351,194.54
Bank of America	3.589%	2	$ 161,132.34	$ 350,263.62
Government Capital Co.	4.400%	2	$ 221,049.44	$ 362,247.04
Wells Fargo Bank	no response			

Bank of America, through Banc of America Public Capital Corp. ("BAPCC"), as lessor, was selected to finance the purchase based on the lowest financing cost.

All documents related to this purchase financing have been reviewed by, and are subject to final approval from, the City Attorney and are attached to this agenda item. The equipment to be financed includes three (3) John Deer Graders at $530,061.92 each, for a total of $1,590,185.76.

Financial Implications: The interest rate of the proposed purchase financing is 3.589% over a term of 5 years. The lease purchase is pre-payable in full after half of the term – starting March 17, 2029, without penalty. The annual debt service of $350,264 will be appropriated from Measure S Sales tax during the annual budget process.

Environmental Considerations: This action is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) and (4) (purchases and the creation of government funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Policy Implications: The purchase of the equipment will improve the Snow Operational Plan for the City. City Council of the City of South Lake Tahoe has included ensuring snow removal operations receive adequate funding as one of the Action Items in the 2023-2028 Strategic Plan. The financing agreement with Bank of America will allow replacing key pieces of aging equipment and will provide substantial immediate investment in snow removal operations and equipment.

Resolution 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

March 10, 2026

Authorizing Lease/Purchase Financing and Equipment Schedule No. 2 under 2023 Master Lease/Purchase Agreement with Banc of America Public Capital Corp for the Purchase of Snow Removal Equipment and Amending the 2025-2026 Budget

BACKGROUND

A. The City of South Lake Tahoe intends to purchase certain snow removal equipment as discussed and approved at the City Council meeting on February 24, 2026.

B. The City of South Lake Tahoe needs to amend the 2025-2026 budget to reflect the current year financing proceeds revenue and debt services expenses.

C. The cost of the snow removal equipment to be financed is $1,590,185.76.

D. The remaining cost of the snow removal equipment will be paid with funds on hand as previously described and appropriated on February 24, 2026.

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 Pro Tem to execute Equipment Schedule No. 2 under 2023 Master Lease/Purchase Agreement with Banc of America Public Capital Corp in the principal amount of $1,590,185.76, with the interest rate of 3.589%, and payment schedule and other details of the financing as set forth in Equipment Schedule No. 2 and related documents, including an escrow agreement, as mutually determined between the Banc of America Public Capital Corp and the Mayor Pro Tem, whose signatures will indicate approval of specific terms and conditions.

2. Declares its intent to be reimbursed for any temporary advances from the General Fund to pay for any part of the equipment from proceeds of the lease financing.

3. Designates the Mayor Pro Tem, Interim City Manager and Finance Director each to act as authorized representatives of the City for purposes of Equipment Schedule No. 2 and related escrow agreement until such time as the City Council shall designate any other or different authorized representative for purposes of Equipment Schedule No. 2 and related escrow agreement.

4. Revises the 2025-2026 total budget to reflect the following changes:

Fund/Account	Description	REVENUE (Increase)/Decrease	EXPENSE Increase/(Decrease)
Snow Removal Equipment Fund 208			
208-03610-36403	Proceeds from sale of notes/debt	(1,590,186)	
Debt Service Fund 401			
401-01910-36374	Transfer in from Measure S for debt service	21,856	
401-01910-47010	Principal payment		(50,568)
401-01910-47020	Interest Payment		28,712
Measure S Sales Tax Fund 102			
102-01511-50009	Transfer to Debt Service - Snow Removal Equipment Financing		(21,856)

5. Declares that this Resolution shall be effective immediately upon its approval and adoption.

Adopted by the City of South Lake Tahoe City Council on March 10, 2026 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Keith Roberts, Mayor Pro Tem

Attest:

_____
Susan Blankenship, City Clerk

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

EQUIPMENT SCHEDULE NO. 2 - GENERAL EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of April 6, 2023, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and the City of South Lake Tahoe, California, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Agreement"*).

2. *Equipment*. For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO./VIN
Three (3)	John Deere Graders	To be further described on the related Disbursement Request

The location for the Equipment is 1700 D Street, South Lake Tahoe, CA 96150.

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date*. The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the *"Commencement Date"*).

(b) *Prepayment Price Schedule*. The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is $1,590,185.76. It is expected that by eighteen (18) months from the date of this Equipment Schedule No. 2, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before eighteen (18) months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the 18th month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and five consecutive Renewal Terms, with the final Renewal Term ending on March 17, 2031, subject to earlier termination pursuant to the Agreement.

9. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a)	*Registered Owner:*	City of South Lake Tahoe, California
(b)	*Lienholder:*	Banc of America Public Capital Corp Bank of America Plaza 600 Peachtree Street NE, 11th Floor Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Remainder of page intentionally left blank; signature page follows]

Dated: March 17, 2026

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

By:_____
Name: _____
Title: _____

LESSEE:
City of South Lake Tahoe, California
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150
Attention: Finance Director
Fax No.: (530) 542-6041

By: _____
Name: Keith Roberts
Title: Mayor Pro Tem

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title:_____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[Signature Page to Equipment Schedule No. 2]

PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Prepayment Price [including prepayment premium; if applicable]	Casualty Value [including casualty premium; if applicable]
3/17/2026	-	-	-	$1,590,185.76	N/A	$1,606,087.62
9/17/2026	$175,131.81	$28,535.89	$146,595.92	$1,443,589.84	N/A	$1,458,025.74
3/17/2027	$175,131.81	$25,905.22	$149,226.59	$1,294,363.25	N/A	$1,307,306.88
9/17/2027	$175,131.81	$23,227.35	$151,904.46	$1,142,458.79	N/A	$1,153,883.38
3/17/2028	$175,131.81	$20,501.43	$154,630.38	$987,828.41	N/A	$997,706.69
9/17/2028	$175,131.81	$17,726.58	$157,405.23	$830,423.18	N/A	$838,727.41
3/17/2029	$175,131.81	$14,901.95	$160,229.86	$670,193.32	$670,193.32	$670,193.32
9/17/2029	$175,131.81	$12,026.62	$163,105.19	$507,088.13	$507,088.13	$507,088.13
3/17/2030	$175,131.81	$9,099.70	$166,032.11	$341,056.02	$341,056.02	$341,056.02
9/17/2030	$175,131.81	$6,120.26	$169,011.55	$172,044.47	$172,044.47	$172,044.47
3/17/2031	$175,131.81	$3,087.34	$172,044.47	$0.00	$0.00	$0.00
Total	$1,751,318.10	$161,132.34	$1,590,185.76			

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is 3.5890% per annum. The Taxable Rate for this Equipment Schedule is 4.5807% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is March 17, 2029.

[Remainder of page intentionally left blank; signature page follows]

LESSOR:	LESSEE:
Banc of America Public Capital Corp	City of South Lake Tahoe, California
By: _____	By: _____
Name: _____	Name: Keith Roberts
Title: _____	Title: Mayor Pro Tem

[Signature Page to Payment Schedule (Equipment Schedule No. 2)]

INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)

The undersigned, a duly elected or appointed and acting City Clerk of the City of South Lake Tahoe, California (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE EQUIPMENT SCHEDULE NO. 2 DATED AS OF MARCH 17, 2026 (THE "*EQUIPMENT SCHEDULE*"), WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF APRIL 6, 2023 (THE *"AGREEMENT"*), EACH BY AND BETWEEN LESSEE AND BANC OF AMERICA PUBLIC CAPITAL CORP ("LESSOR"), THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF MARCH 17, 2026 BY AND AMONG LESSOR, LESSEE AND DEUTSCHE BANK NATIONAL TRUST COMPANY, AS ESCROW AGENT, AND ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE *"OPERATIVE AGREEMENTS"*), AND THE OPERATIVE AGREEMENTS EACH ARE THE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
Keith Roberts	Mayor Pro Tem	_____
Hilary Roverud	Interim City Manager	_____
Olga Tikhomirova	Director of Finance	_____

DATED: MARCH 17, 2026

BY: _____
NAME: SUSAN BLANKENSHIP
TITLE: CITY CLERK

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

Office of the City Attorney
Heather L. Stroud

March 17, 2026

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. 2, dated March 17, 2026, to Master Equipment Lease/Purchase Agreement, dated as of April 6, 2023, by and between Banc of America Public Capital Corp, as Lessor, and the City of South Lake Tahoe, California, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of South Lake Tahoe, California (*"Lessee"*), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of April 6, 2023 (the *"Agreement"*) and Exhibits thereto, by and between Banc of America Public Capital Corp, as lessor (*"Lessor"*), and Lessee; (b) an executed counterpart of Equipment Schedule No. 2, dated March 17, 2026, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. 2 together with such incorporated terms and provisions are herein referred to collectively as the *"Equipment Schedule"*), has attached the Payment Schedule with respect thereto (the *"Payment Schedule"*) executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the *"Equipment"*); (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of March 17, 2026 (the *"Escrow Agreement"*), by and among Lessor, Lessee and Deutsche Bank National Trust Company, as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the *"Transaction Documents"*.

Based on the foregoing, I am of the following opinions:

1. Lessee is a city, duly organized and existing under the laws of the State of California (the "State"), and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the *"Code"*) and the obligations of Lessee under the Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the Rental Payments, are entitled to rely on this opinion.

Printed Name: _____ Signature: _____
Firm: _____ Dated: March 17, 2026
Address: _____
Telephone No.: _____

Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this "Agreement"), dated as of March 17, 2026, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), the City of South Lake Tahoe, California, a city existing under the laws of the State of California (hereinafter referred to as "Lessee") and Deutsche Bank National Trust Company, a national banking association organized under the laws of the United States of America, in its capacity as escrow agent (hereinafter referred to as "Escrow Agent").

Reference is made to that certain Equipment Schedule No. 2, dated as of March 17, 2026, to Master Equipment Lease/Purchase Agreement dated as of April 6, 2023 between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount ($1,590,185.76) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund in the name of the City of South Lake Tahoe, California to be known as the "City of South Lake Tahoe, California, Schedule No. 2 Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions, substantially in the form of Schedule 2, for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent by a representative of the Lessee designated on Exhibit A-1 attached hereto. All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent

nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account and shall not act, or be deemed to act, as an investment manager or adviser to the Lessee in respect of any selection of investments hereunder. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of California Government Code Sections 16340, 16429.1, 53601, 53601.6, 53601.8, 53635, 53635.2, 53635.8, 53638, and 53684.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes a Final Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized

representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease or this Agreement, or about the rights and obligations or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account. The Lessor shall pay Escrow Agent a fee for its service rendered under this Agreement and in accordance with a fee schedule as separately agreed upon between the Escrow Agent and Lessor. As of the date of this Agreement, administration fees for Escrow Agent's services hereunder have been waived.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

(l) In no event shall the Escrow Agent be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether such Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(m) The Escrow Agent shall not be responsible for, or deemed to have knowledge of, the provisions or requirements of the Lease or any other document to which the Escrow Agent is not a party in its capacity as such.

(n) None of the provisions contained in this Agreement shall require the Escrow Agent to risk, use or advance its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation

of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes a Final Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Lessee, or Escrow Agent for the benefit of Lessee, and the Escrow Agent hereby agrees to hold such investments as

bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of City of South Lake Tahoe, California ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the

validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

(j) Escrow Agent has no responsibility with respect to the validity or perfection of the security interest other than to act in accordance with the express terms of this Agreement.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of Applicable Law, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor:

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee:

City of South Lake Tahoe, California
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA96150

Olga Tikhomirova, Director of Finance
Phone: (530) 542-7431
Fax: (530) 542-6041
otikhomirova@cityofslt.gov

With copies to

Andrew Black, Financial Services Supervisor
Phone: (530) 542-6016
Fax: (530) 542-6041
ablack@cityofslt.gov

Keith Roberts, Mayor Pro Tem
Phone: (530) 318-2840
kroberts@cityofslt.gov

If to Escrow Agent Deutsche Bank National Trust Company
Trust and Agency Services
1 Columbus Circle, 17th Floor
Mail Stop: NYC01-1710
New York, NY 10019
Attention: Escrow Team, AA8760
Email: dbny-mpescrow@list.db.com
Facsimile: (732) 578-4593

With a copy to:

Deutsche Bank National Trust Company
Trust and Agency Services
1761 E. Saint Andrew Place
Mail Stop: STA02-0101
Santa Ana, CA 92705
Attn: Escrow Team, AA8760
Email: CA.Escrow@db.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and, if required, report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize **Lessee** as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with the exception of the services of the Escrow Agent, which shall be construed and governed in accordance with the laws of the State of New York, and the parties hereto consent to jurisdiction in the State of California and venue in any applicable state or Federal court located in the State of California that has jurisdiction over the Lessee.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. Neither the Lessor nor the Lessee shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and any additional information reasonably required by the Escrow Agent and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, independent or internal auditor, regulatory and self-regulatory authorities, agents and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, rule, regulation, court, regulator, governmental agency or authority (including, without limitation, taxing authorities) or legal process, including, without limitation, pursuant to any subpoena, civil investigative demand or similar demand or request of any court, arbitrator or arbitration to which the Escrow Agent or an affiliate or an officer, director, employee or shareholder thereof is a party. Notwithstanding anything herein to the contrary, the foregoing shall not be construed to prohibit (i) disclosure of any and all information that is or becomes publicly known, or information obtained by the Escrow Agent from sources other than the Lessor or the Lessee, (ii) disclosure as required pursuant to this Agreement, (iii) disclosure of any and all information to any government agency or regulatory or self-regulatory body having or claiming authority to regulate or oversee any respects of the Escrow Agent's business or that of its affiliates or (iv) any other disclosure authorized by the Lessee and the Lessor.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

15. This Agreement, the Lease and any other documents or instruments executed by either party in connection herewith and therewith (collectively the "*Related Documents*"), may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("*PDF*")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Remainder of page intentionally left blank; signature page follows]

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: _____

Name: _____

Title: _____

City of South Lake Tahoe, California
as Lessee

By: _____

Name: Keith Roberts

Title: Mayor Pro Tem

(SEAL)

Deutsche Bank National Trust Company
as Escrow Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ATTEST:

By:_____

Name: Susan Blankenshhip

Title: City Clerk

[Escrow and Account Control Agreement (Equipment Schedule No. 2)]

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Schedule No. 2, dated as of March 17, 2026, to Master Equipment Lease/Purchase Agreement dated as of April 6, 2023 by and between Banc of America Public Capital Corp, as Lessor, and the City of South Lake Tahoe, California, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of March 17, 2026 (the "Escrow and Account Control Agreement"), by and among Banc of America Public Capital Corp ("Lessor"), the City of South Lake Tahoe, California ("Lessee") and Deutsche Bank National Trust Company, as escrow agent, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required. >	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	<invoice amount>	<general description of equipment; ex "police cruiser">

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the "Payee Information") is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: _____

CITY OF SOUTH LAKE TAHOE, CALIFORNIA

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

SCHEDULE 2
to the Escrow and Account Control Agreement

FORM OF INVESTMENT DIRECTIVE

Date

Deutsche Bank National Trust Company
Trust and Agency Services
1 Columbus Circle, 17th Floor
Mail Stop NYC01-1710
New York, NY 10019
Attn: Escrow Team, [Insert Deal ID]

In accordance with the provisions of the Escrow and Account Control Agreement, dated as of March 17, 2026, the undersigned hereby directs you in your capacity as Escrow Agent to invest the monies held in the below listed account as indicated:

DESCRIPTION	INVESTMENT
[Account Name]	[Instrument Vehicle]
[Account number]	

It is understood that this is a standing investment directive, to be in effect until such time as you have received from us another written investment directive.

In addition, we hereby acknowledge the disclosures in Schedule A below.

City of South Lake Tahoe, California

By:_____

Name:_____

Title:_____

Date: _____

Schedule A

Deutsche Bank National Trust Company ("DB") Disclosures to Clients:

Time Deposits

• If you choose to invest in a time deposit, you have contracted to keep your funds on deposit for a fixed term. You may not withdraw all or part of a time deposit during this fixed term. In the event, however, that DB permits you, in its sole discretion, to withdraw funds from the deposit, in whole or in part, within six days of the deposit or within six days of the most recent partial withdrawal, DB must charge at least seven days' simple interest on the amount withdrawn.

Money Market Funds (MMFs)

• Unless otherwise instructed, DB will place orders to buy/sell financial instruments, shares of Money Market Funds ("MMFs") (including proprietary MMFs), fixed-income securities fully guaranteed as to principal and interest by the U.S. government or an agency thereof ("Government Securities"), or other non-MMF securities or currencies with Deutsche Bank Securities, Inc., an affiliated registered broker-dealer of DB ("DBSI"), or an unaffiliated third-party broker-dealer. By executing the agreement, you authorize DB to use DBSI or another broker-dealer, as more fully specified below, to effect securities or currency transactions. In connection with these transactions, DB or DBSI will receive compensation.

• If you choose to invest in a proprietary MMF, DB and/or its affiliates will earn investment management fees and other fees associated with these MMFs, as disclosed in the MMF's prospectus provided to you. Also, DB and DBSI have entered into agreements with certain MMFs, including proprietary MMFs, or their agents to provide shareholder services to those MMFs. DB or DBSI is paid a fee by the MMFs for providing these shareholder services that calculated on an annual basis does not exceed a specified amount (up to 80 basis points) of the amount of your investment in these MMFs. The existence of these fees is disclosed in the relevant MMF's prospectus.

• If you choose to invest in Government Securities or other non-MMF securities, upon your instruction DB will place orders for those securities in its own name and for your account with a third-party broker-dealer, which will execute, clear and settle the orders. At that time, the Government Securities or other non-MMF securities purchased at your instruction will be allocated to your account. DB will earn compensation from the broker-dealer in the form of a fixed dollar fee per calendar month or per quarter for all Government Securities purchased or sold for all its client accounts through the broker-dealer during that same period.

• If you choose to use other services provided by DB or any of its affiliates, DB or other DB affiliates may be allocated a portion of the fees earned. DB will provide periodic account statements describing transactions executed for your account(s). Trade confirms will be available upon your request at no additional charge.

• Shares of MMFs and non-MMF securities are not deposits or obligations of, or guaranteed by, DB or any of its affiliates and are not insured by the Federal Deposit Insurance Corporation or any other agency of the U.S. Government. Investments in the MMFs involve the possible loss of principal. Please read the prospectus carefully before investing.

• Government Securities are not deposits or obligations of, or guaranteed by, DB or any of its affiliates and are not insured by the Federal Deposit Insurance Corporation. Government Securities are fully guaranteed as to principal and interest by the U.S. government or an agency thereof. The market value of Government Securities, however, may fluctuate over time, and at any given time, the market value of the Government Securities purchased by you may be greater or less than the face value of the securities.

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of South Lake Tahoe, California (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Schedule No. 2, dated as of March 17, 2026, to Master Equipment Lease/Purchase Agreement dated as of April 6, 2023 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of March 17, 2026, by and among Lessor, Lessee and Deutsche Bank National Trust Company, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Keith Roberts	Mayor Pro Tem	_____
Hilary Roverud	Interim City Manager	_____
Olga Tikhomirova	Director of Finance	_____

DATED: MARCH 17, 2026

BY: _____

NAME: Susan Blankenship

TITLE: City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

[AN “EXHIBIT A-2” MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2
TO BE PROVIDED

Certificate of Authorized Representatives – [Lessor]

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of April 6. 2023, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, *"Lessor"*), and the City of South Lake Tahoe, California, a city existing under the laws of the State of California (*"Lessee"*).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient for the purpose of acquiring and installing the Equipment listed in such Lease.

"Acquisition Period" means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Equipment Schedule during which the Acquisition Amount attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

"Agreement" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

"Casualty Value" means, with respect to each Lease, the amount that is shown on the Payment Schedule for each Rental Payment Date under the column titled either (i) the Prepayment Price or (ii) the "Casualty Value", if any.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in such Lease.

"Contract Rate" means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

"Disbursement Request" means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

"Equipment" means, with respect to each Lease, the property listed in the related Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"Equipment Schedule" means each separately numbered Equipment Schedule, substantially in the form of either *Exhibit A-1* (general Equipment) or *Exhibit A-2* (energy services Equipment) hereto, together with the related Payment Schedule.

"Escrow Account" means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.

"Escrow Agent" means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

"Escrow Agreement" means, with respect to each Lease for which an Escrow Account is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

"Event of Default" means an Event of Default described in Section 12.01.

"Event of Non-appropriation" means, with respect to a Lease, the failure of Lessee's governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

"Lease" means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

"Lease Term" means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

"Material Adverse Change" means (a) any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee's external debt rating from the date of this Agreement of two or more subgrades by either Moody's Investors Service, Inc. or S&P Global Ratings or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

"Original Term" means, with respect to each Lease, the period from the Commencement Date identified in the related Equipment Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Outstanding Balance" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Outstanding Balance" on the Payment Schedule.

"Payment Schedule" means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

"Prepayment Price" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Prepayment Price" on the Payment Schedule.

"Principal Portion" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Principal Portion" on the Payment Schedule.

"Related Documents" means, with respect to each Lease, the Lease, this Agreement and, if applicable, the related Escrow Agreement, each as may be amended and supplemented.

"Renewal Terms" means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"Rental Payment Date" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"Rental Payments" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"SEC" means the U.S. Securities and Exchange Commission.

"State" means the State of California.

"Taxable Rate" means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental

Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

"*Vendor*" means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

"*Vendor Agreement*" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a city of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee

does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at

the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor on or before the end of the applicable Original Term or Renewal Term for which Rental Payments have been appropriated for the applicable Lease (each, a "*Non-Appropriation Return Date*"). Lessor may take whatever action at law or in equity as may be necessary or desirable to enforce Lessee's obligations in the immediately preceding sentence. Without limiting or reducing in any way Lessee's obligations in the second preceding sentence or Lessor's rights in the immediately preceding sentence, if the Lessee fails to return the Equipment to Lessor on or before the applicable Non-Appropriation Return Date pursuant to this Section 3.03, Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) A fully completed Equipment Schedule, executed by Lessee;

(ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;

(iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;

(iv) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;

(v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D*, and otherwise satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(ix) Reserved;

(x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles with Lessor's interest noted thereon in accordance with the instructions of Lessor;

(xiii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Acquisition Amount for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

Section 3.05 Evidence of Filing Form 8038-G. As soon as it is available, with respect to each Lease under this Agreement, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for the applicable Lease with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement or the applicable Lease, it shall not be an Event of Default hereunder or thereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for the applicable Lease with the Internal Revenue Service.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or failure of any Vendor

to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for Federal income tax purposes in an owner's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to

the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. If the Acquisition Amount for a Lease is deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earlier of (a) the expiration of the applicable Acquisition Period, (b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (c) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however,* that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E.*

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04.

(ii) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule

pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is either not in default under Article XII hereof or an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "*Collateral*"). Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any

agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided,* that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Casualty Value of the Equipment under such Lease or (ii) the replacement cost of such Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability for bodily injury and property damage coverage (i) in such coverage amounts as may be required by Lessor for the applicable Equipment or (ii) in such minimum coverage amounts as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, and in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall

provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of,

the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b) hereof.

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section 8.01, the replacement equipment (the *"Replacement Equipment"*) shall be new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment as determined and approved by Lessor in its sole discretion. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to prepay the obligations under the related Lease with respect to the damaged Equipment for an amount that shall be determined and approved by Lessor in its sole discretion.

For purposes of this Article VIII, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the *"Prepayment Option Commencement Date"*), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment

option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Casualty Value for such Lease *plus* (iii) all other amounts then owing thereunder OR, (B) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest Casualty Value shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, the payment in full of all Rental Payments then due and all other amounts then owing under such Lease by Lessee to Lessor.

(c) Lessor's security interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment after either (i) payment of either (A) the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) of this Agreement or (B) the applicable Casualty Value and all other amounts then owing under a Lease in accordance with Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b) of this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, its security interest in the Equipment subject to the related Lease and in any related Escrow Account, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the *"Related Assigned Rights"*), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided,* that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a *"qualified institutional buyer"* as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an *"accredited investor"* as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the

Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than $100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the *"Lease Servicer"*) to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor's security interest in and to the related Escrow Account, or all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached hereto, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. **None of Lessee's right, title and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days of the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an

order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a "*Defaulted Lease*"):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may enter the premises where the Equipment listed in any one or more of each such Defaulted Leases is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to each such Defaulted Lease and other amounts related to each such Defaulted Lease that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under each such Defaulted Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow

Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under any one or more of such Defaulted Leases or each such Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to any one or more of such Defaulted Leases or with respect to the related Escrow Account for one or more of such Defaulted Leases.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a

broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

Section 13.09. Entire Agreement. The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10. Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("*PDF*")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

By:_____
Name: _____
Title: _____

LESSEE:
City of South Lake Tahoe, California
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150
Attention: Finance Director
Fax No.: (530) 542-6046

By:_____
Name: Cristi Creegan
Title: Mayor

(Seal)

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name Susan Blankenship
Title: City Clerk

Signature Page of Master Equipment Lease/Purchase Agreement

LIST OF EXHIBITS

Exhibit A-1	Form of Equipment Schedule – General Equipment
Exhibit A-2	Form of Equipment Schedule – Energy Services Equipment
Exhibit B	Form of Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement)
Exhibit C-1B	Form of Authorizing Resolution (Lease)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease)
Exhibit D	Form of Opinion of Counsel to Lessee
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Form of Self-Insurance Certificate
Exhibit G	Reserved
Exhibit H	Form of Notice and Acknowledgement of Assignment
Exhibit I	Form of Escrow and Account Control Agreement

EXHIBIT A-1

FORM OF EQUIPMENT SCHEDULE NO. _____ - GENERAL EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of April 6. 2023, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and the City of South Lake Tahoe, California, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of

the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is $_____. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is $ _____.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the ____ month following the date hereof.]

[OPTION: IF ESCROW AGREEMENT IS USED AND A SURETY BOND IS REQUIRED:

[8.] *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ___, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____have been delivered to Lessor.

[7][8][9].*Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[8][9][10]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a)	*Registered Owner:*	City of South Lake Tahoe, California
(b)	*Lienholder:*	Banc of America Public Capital Corp Bank of America Plaza 600 Peachtree Street NE, 11th Floor Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Signature page follows.]

Dated: _____

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:
City of South Lake Tahoe, California
City Hall
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150
Attention: Finance Director _____
Fax No.: (530) 542-6046

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

_____ (Seal)

_____ By: _____
_____ Name: _____
_____ Title: _____

_____ ATTEST:

_____ By: _____
_____ Name _____
_____ Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-2

FORM OF EQUIPMENT SCHEDULE NO. _____ - ENERGY SERVICES EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of April 6. 2023, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and City of South Lake Tahoe, California, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is $_____. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the ____ month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation.*

(a) Lessee agrees that it shall (a) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (b) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Equipment Schedule is reasonably expected within forty-five (45) days to

become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation.

9. *Liability Insurance.* Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage).

10. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ___, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____have been delivered to Lessor.

11. *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[Signature page follows.]

Dated: _____

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

By:_____
Name: _____
Title: _____

LESSEE:
City of South Lake Tahoe, California
City Hall
1901 Lisa Maloff Way, Suite 210
South Lake Tahoe, CA 96150
Attention: Finance Director
Fax No. (530) 542-6046

By: _____
Name: _____
Title: _____

_____ (Seal)

_____ By: _____
_____ Name: _____
_____ Title: _____

_____ ATTEST:

_____ By: _____
_____ Name _____
_____ Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium; if applicable]	CASUALTY VALUE [including casualty premium; if applicable]

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is _____% per annum. The Taxable Rate for this Equipment Schedule is _____% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is _____.

[Signature page follows.]

LESSOR:
Banc of America Public Capital Corp

By: _____

Name: _____

Title: _____

LESSEE:
City of South Lake Tahoe, California

By: _____

Name: _____

Title: _____

EXHIBIT C-1A

FORM OF AUTHORIZING RESOLUTION (AGREEMENT)

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF SOUTH LAKE TAHOE, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE EQUIPMENT SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of South Lake Tahoe, California (the *"Lessee"*), a city duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California, is authorized by the laws of the State of California to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the *"City Council"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment consisting of graders and blowers, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the *"Agreement"*) with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the City Council at this meeting, and separate Equipment Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the City Council deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Equipment Schedules thereunder and the other documentation relating thereto from time to time as provided in the Agreement for the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto), in the form presented to the City Council at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor, the City Manager or the Finance Director of the Lessee or other members of the governing body of the Lessee (the *"Authorized Officials"*) executing the same, the execution of such documents being conclusive evidence of such approval; and the Mayor, the City Manager or the Finance Director of the Lessee are each individually hereby authorized and directed to execute, and the City Clerk of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the City Clerk of the Lessee is hereby authorized to affix the seal of the Lessee to such documents. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Equipment Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed $3,513,280.00; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed 5.5 years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or 4.099 percent (4.099%) per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The Mayor, City Manager and Finance Director of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of March.

City of South Lake Tahoe, California,
as lessee

[SEAL]

By:_____
Printed Name: _____
Title: _____

ATTEST:

By:_____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting _____ City Clerk of the Lessee identified in the above Resolution No. ___ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on March ___, 2023. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of _____, 2023.

_____

Name:_____

Title:_____

EXHIBIT C-1B

FORM OF AUTHORIZING RESOLUTION (LEASE)

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF SOUTH LAKE TAHOE, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT SCHEDULE TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of South Lake Tahoe, California (the *"Lessee"*), a city duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California, is authorized by the laws of the State of California to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the *"City Council"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed $_____ and consisting of _____, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Schedule (the "*Equipment Schedule*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the City Council at this meeting, which Equipment Schedule incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of April 6. 2023 by and between Lessor and Lessee (the *"Agreement")*; and

WHEREAS, the City Council deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Equipment Schedule and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Equipment Schedule and the form of Payment Schedule, in the form presented to the City Council at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Equipment Schedule and Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials]] of the Lessee or other members of the governing body of the Lessee (the *"Authorized Officials"*) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Equipment Schedule under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

City of South Lake Tahoe, California,
as lessee

[SEAL]

By:_____
Printed Name: _____
Title: _____

ATTEST:

By:_____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting _____ City Clerk of the Lessee identified in the above Resolution No. ___ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20__. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of _____, 20__.

_____
Name:_____
Title:_____

EXHIBIT C-2A

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)

The undersigned, a duly elected or appointed and acting _____ City Clerk of the City of South Lake Tahoe, California (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF **APRIL 6. 2023** (THE *"AGREEMENT"*) AND SEPARATE EQUIPMENT SCHEDULES RELATING THERETO FROM TIME TO TIME AS PROVIDED IN THE AGREEMENT (COLLECTIVELY, THE *"EQUIPMENT SCHEDULES"*), EACH BY AND BETWEEN LESSEE AND BANC OF AMERICA PUBLIC CAPITAL CORP ("LESSOR"), [THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF _____ BY AND AMONG LESSOR, LESSEE AND _____ AS ESCROW AGENT,] ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE *"OPERATIVE AGREEMENTS"*), AND THE OPERATIVE AGREEMENTS EACH ARE THE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: _____

BY: _____
NAME: _____
TITLE: _____

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

EXHIBIT C-2B

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)

The undersigned, a duly elected or appointed and acting _____ City Clerk of the City of South Lake Tahoe, California (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE EQUIPMENT SCHEDULE NO. ___ DATED AS OF _____(THE "*EQUIPMENT SCHEDULE*"), WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF **APRIL 6. 2023** (THE *"AGREEMENT"*), EACH BY AND BETWEEN LESSEE AND BANC OF AMERICA PUBLIC CAPITAL CORP ("LESSOR"), [THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF _____ BY AND AMONG LESSOR, LESSEE _____ AS ESCROW AGENT,] AND ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE *"OPERATIVE AGREEMENTS"*), AND THE OPERATIVE AGREEMENTS EACH ARE THE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: _____

BY: _____
NAME: _____
TITLE: _____

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of April 6. 2023, by and between Banc of America Public Capital Corp, as Lessor, and the City of South Lake Tahoe, California, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of South Lake Tahoe, California (*"Lessee"*), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of April 6. 2023 (the *"Agreement"*) and Exhibits thereto, by and between Banc of America Public Capital Corp, as lessor (*"Lessor"*), and Lessee; (b) an executed counterpart of Equipment Schedule No. _____, dated _____, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. _____ together with such incorporated terms and provisions are herein referred to collectively as the *"Equipment Schedule"*), has attached the Payment Schedule with respect thereto (the *"Payment Schedule"*) executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the *"Equipment"*); (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of _____ (the *"Escrow Agreement"*), by and among Lessor, Lessee and _____, as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the *"Transaction Documents"*.

Based on the foregoing, I am of the following opinions:

1. Lessee is a city, duly organized and existing under the laws of the State of California (the "State"), and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the *"Code"*) and the

obligations of Lessee under the Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

[6. The portion of Rental Payments designated as interest is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes; and such interest is not a specific item of tax preference for purposes of the Federal alternative minimum tax.[1]]

[6. The portion of Rental Payments designated as interest or constituting or accruing as original issue discount is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes; and such interest and original issue discount are not a specific item of tax preference for purposes of the Federal alternative minimum tax.[2]]

---

[1] Please use this provision if the opinion of counsel will include a tax opinion.

[2] Please use this provision if the opinion of counsel will include a tax opinion and there is OID.

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns[, and any counsel rendering an opinion on the tax-exempt status of the Rental Payments,[3]] are entitled to rely on this opinion.

Printed Name: _____ Signature: _____
Firm: _____ Dated: _____
Address: _____
Telephone No.: _____

[3] Please use this provision if bond counsel will be providing a separate tax opinion.

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of April 6. 2023, by and between Banc of America Public Capital Corp, as Lessor, and the City of South Lake Tahoe, California, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Equipment Schedule (the "*Equipment Schedule*") has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Equipment Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.

5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

City of South Lake Tahoe, California

By: _____
Name: _____
Title: _____

EXHIBIT F

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of April 6. 2023, by and between Banc of America Public Capital Corp, as Lessor, and the City of South Lake Tahoe, California, as Lessee

In connection with the above-referenced Equipment Schedule (the "*Equipment Schedule*"), the City of South Lake Tahoe, California (the "*Lessee*") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*") incorporated into the Equipment Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Equipment Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $_____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of $_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from such sources are limited as follows: _____ _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

City of South Lake Tahoe, California

By:_____
Name: _____
Title: _____

EXHIBIT G

RESERVED

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (*"Assignor"*) hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ (*"Assignee"*) all of Assignor's right, title and interest in, to and under Equipment Schedule No. _____, dated _____ (including the Payment Schedule attached thereto, the *"Equipment Schedule"*), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of April 6. 2023 (the *"Agreement"*), each by and between Assignor and City of South Lake Tahoe, California (*"Lessee"*), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Equipment Schedule and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of _____, 20__ (the *"Escrow Agreement"*) by and among Lessee, Assignor and _____, as Escrow Agent, together with the Escrow Account related thereto (collectively, the *"Assigned Property"*).

For purposes of this Notice and Acknowledgment of Assignment (the *"Acknowledgment"*), *"Lease"* means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term *"Lease"* specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the

other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this *"Acknowledgement"*), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	$_____
Total Amount of Rental Payments Remaining	$_____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	$_____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____
_____
_____

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF SOUTH LAKE TAHOE, CALIFORNIA
[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

[FOR EXHIBIT PURPOSES ONLY]

By:_____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 12

Agenda Item: Contract with Doug Veerkamp General Engineering, Inc. for Construction of Bijou Connector Project and Approval of Amendment No. 3 to Agreement with Eastern Sierra Engineering, Inc. for Construction Support Services

Executive Summary: Staff recommends awarding the construction contract for the Bijou Park Connector Multi-Use Trail Project, which will build approximately 0.6 miles of Class I bicycle and pedestrian trail within Bijou Community Park. This new trail will connect the Al Tahoe Mobility Trail at Johnson Boulevard with the Dennis T. Machida Memorial Greenway Trail, closing a critical gap in the city's non-motorized transportation network. The project supports local and regional plans, including the City's Active Transportation Plan and Safe Routes to School initiatives and is aimed at improving access and safety for residents, particularly in underserved areas. By enhancing connectivity between neighborhoods, schools, parks, and transit routes, the trail will expand active transportation options and community access to key facilities.

Requested Action / Suggested Motions: Pass a Motion: 1) authorizing and directing the Mayor to execute the construction contract with Doug Veerkamp General Engineering, Inc. in the amount of $784,478, with an additional 10% contingency of $78,447.80, for a total construction project budget of $862,925.80; and 2) authorizing and directing the Mayor to execute Amendment No. 3 to Agreement with Eastern Sierra Engineering, Inc. for construction support services in the amount of $12,700 for a total contract amount not to exceed $381,722.

Responsible Staff Member: Cameron Grant, Engineering Technician, and Stephan Anderjack, Project Manager

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

Attachments:

- 01_Staff_Report_Bijou_Connector.docx
- 02-Contract with Doug Veerkamp General Engineering.pdf
- 03-ESE Amendment 3.pdf

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

Meeting Date: March 10, 2026

Title: Award for Bijou Connector Project Construction and Approval of Amendment 3 with ESE for Construction Support Services.

Location: Bijou Community Park

Responsible Staff Member: Cameron Grant, Engineering Technician

Background: The Bijou Park Connector Multi-Use Trail Project involves the construction of approximately 0.6 miles of Class I multi-use bicycle and pedestrian trail within the City of South Lake Tahoe. The project is located on City-owned property within Bijou Community Park and is intended to provide a direct connection between two existing transportation corridors: the Al Tahoe Mobility Trail (constructed in 2020) at Johnson Boulevard, and the Dennis T. Machida Memorial Greenway Trail – Phase 1B (constructed in 2021).

The Greenway Trail is part of a larger multi-use pathway system that extends 3.86 miles from the Tahoe Sierra neighborhood toward Van Sickle Bi-State Park. It serves as a major non-motorized transportation route through the city, linking multiple neighborhoods with public facilities, schools, parks, and commercial areas. Planning for the Greenway included several connector trails to improve accessibility to key destinations. The Bijou Park Connector was identified as one of these planned connections to enhance access to Bijou Community Park, and to extend active transportation options between residential areas and the South Tahoe Middle School campus to the north.

This trail segment is consistent with multiple adopted local and regional planning documents, including the City's Active Transportation Plan, the 2015 Lake Tahoe Unified School District Safe Routes to School Plan, and the 2014 South Lake Tahoe Parks, Trails, and Recreation Master Plan. The project is also supported by the Lake Tahoe Bicycle Coalition, the Community Mobility Working Group, and the Measure S Joint Powers Authority – Bicycle Advisory Committee.

The project aligns with the goals of the Community Development Block Grant (CDBG) program by increasing non-motorized access to and from designated low-income and underserved areas within the City. By completing this connection, the project improves access to schools, parks, transit routes, and other community assets, while enhancing safety and connectivity for pedestrians and cyclists.

The project includes two main construction segments:

- The northern segment, extending from the Johnson Boulevard intersection (Al Tahoe Mobility Trail) to the southern entrance of Bijou Community Park.
- The southern segment, connecting the existing Greenway Trail to the southern entrance of the park.

With the completion of this trail, the City will address a key gap in its non-motorized transportation network, improve community connectivity, and expand access to recreational and public facilities.

This trail will significantly improve connectivity within the city's non-motorized transportation network

and has been identified as a high-priority project in multiple adopted planning documents, including:

- The Active Transportation Plan
- The Lake Tahoe Unified School District Safe Routes to School Connectivity Plan (2015)
- The South Lake Tahoe Parks, Trails, and Recreation Master Plan (2014)

The project also supports the goals of the Community Development Block Grant (CDBG) program by increasing equitable access to transportation and recreational infrastructure in underserved areas of the community.

This project was originally bid during August 2025. The project was awarded to a contractor which then had to be determined non-responsive due to incomplete bid documentation. The project was rebid in January 2026 as described under Issue and Discussion.

Pursuant to the authority delegated in Resolution 2006-066, the City Engineer approved the plans, specifications, and Bid Addendum 1 for the Bijou Connector Project.

Issue and Discussion:
The Bijou Park Connector Multi-Use Trail Project was advertised for construction bidding on January 23, 2026, via PlanetBids. Bids were opened and publicly read on February 13, 2026, with a total of 6 bids received. The lowest responsive and responsible bid came from Doug Veerkamp General Engineering in the amount of $784,478, plus $0/day for Compensatory Delay, for a total bid price of $784,478. The Engineer's Estimate for this project was $800,000 to $1,000,000.

Staff Recommendation:
Awarding the construction contract to Doug Veerkamp General Engineering in the amount of $784,478, with an additional 10% contingency of $78,447.80, for a total not-to-exceed project amount of $862,925.80. The expected expenditures for the project are outlined in Table 1. Funding has already been approved by City Council and is in place for all aspects of the project.
In addition, staff recommends approving Amendment No. 3 to the existing professional services agreement with Eastern Sierra Engineering in the amount of $12,700 to provide construction support services, including assistance with Requests for Information (RFIs), review of submittals, and support with potential change orders. With this amendment, the not-to-exceed total contract amount for Eastern Sierra Engineering will be $381,722. This ensures continuity of design and responsive technical support throughout the construction phase. Crede is the new labor compliance consultant for this construction season, and the money will be spent under their existing contract. The funding for this will be coming from the project account 301-50037-48030. This account consists of CDBG and JPA, TRPA mitigation and City funds.

Category	Amount
Base Contract	$784,478.00
Contingency	$78,447.80
Eastern Sierra Engineering – Amendment No. 3	$12,700
Labor Compliance (Crede)	$10,000
Material Testing (Eastern Sierra Engineering)	Within Budget

The current contract completion date is June 30, 2026. **This project must be completed by June 30th, 2026, and billed before CDBG grant expiration on July 30th, 2026. All requirements in Section 3 of CDBG will adhered to.**

Financial Implications:
Funding for this project has already been approved by the City Council. The remaining available balances in the funding accounts are as follows:

Account: 301 50037

- **42020 – Professional Services:** $38,199
- **48030 – Construction:** $1,457,005

Environmental Considerations: Construction of a finished bike path that closely follows existing worn footpaths through City-owned parkland is considered categorically exempt under the California Environmental Quality Act (CEQA). The project qualifies under Section 15301 (Class 1) – Existing Facilities, which exempts minor alterations to existing public facilities involving negligible or no expansion of use, and Section 15304 (Class 4) – Minor Alterations to Land, which includes grading on land with a slope of less than 10% and the creation of bicycle lanes within existing rights-of-way. In addition to CEQA compliance, the National Environmental Policy Act (NEPA) review and Tahoe Regional Planning Agency (TRPA) Environmental Improvement Program (EIP) permit requirements, including the TRPA Initial Environmental Checklist (IEC), have been completed to satisfy federal and regional environmental regulations.

Policy Implications: The Bijou Park Connector Multi-Use Trail Project supports Goal 7.3 by increasing connectivity and safety within the City of South Lake Tahoe. This new trail will close a vital gap in the existing network, providing safer, direct access between key neighborhoods, schools, and parks. By aligning with this goal, the project enhances active transportation options and improves overall community mobility.

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

AGREEMENT

DOCUMENT 00500 - AGREEMENT

City Of South Lake Tahoe
Department OF PUBLIC WORKS
Agreement
for

Bijou Park connector trail

Public Works Contract No. 25-30150037

THIS AGREEMENT is made and entered into this __10__ day of __March____, 2026_, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and ____Doug Veerkamp General Engineering_____, herein designated as "Contractor."

WITNESSETH, that the City and the Contractor, in consideration of the mutual covenants hereafter set forth, agree as follows:

ARTICLE 1 — THE WORK

Contractor agrees to furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, the **BIJOU PARK CONNECTOR TRAIL, PUBLIC WORKS CONTRACT No. 20-30150037**, as required pursuant to the Contract Documents.

ARTICLE 2 — COMMENCEMENT AND COMPLETION

The Work to be performed under this Agreement shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents to achieve Final Completion of the Work (as defined at Section 9.9 Special Provisions) by October 30, 2025, as set forth in the Notice to Proceed (the "Contract Time"). ***No grading or excavation or other land disturbance will be allowed between October 15th and May 1st; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Bid Documents.***

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, and pursuant to the Contract Documents, the City and the Contractor agree that as liquidated damages (but not as a penalty), the Contractor shall pay the City the sum of $4,200 for each calendar day beyond Substantial Completion and continuing until Bidder achieves Milestone #1, Substantial Completion (per Document 00100, Article 1.04.A.1), the Contractor shall pay the City the sum of $1,000 for each calendar day beyond that portion of the Contract Time within which the Bidder is required to achieve Milestone #2, Final Completion (per Document 00100, Article 1.04.A.2).

In accordance with the Contract Documents, including, without limitation Document 00400.4.2 ("Bid Proposal"), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay, if any, is [**$0**], the amount set forth by Contractor in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (i.e., payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project. Delay costs that may arise from Compensable Delay, if any, beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

ARTICLE 3 — CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept, in current funds for the performance of the Work pursuant to the Contract Documents, the Contract Sum for the completion of the Work in accordance with the Contract Documents as follows:

[Refer to base bid schedule pg.12]

TOTAL CONTRACT SUM$___$784,478.00_____

For the Total Contract Sum of **Seven hundred eighty-four thousand, four hundred seventy eight**.

_____ dollars and ___**Zero**_____ cents.

The above Total Contract Sum includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in the above schedule multiplied by the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with the Contract Documents.

ARTICLE 4 — PREVAILING WAGES

Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Attention is directed to the federal minimum wage rate requirements as predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rate determined by the Director of Industrial Relations for similar classifications of labor, the Contractor and Subcontractor(s) shall pay not less than the higher wage rate.

In compliance with Senate Bill 854 and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

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

ARTICLE 5 — CONTRACT DOCUMENTS

The Agreement includes and incorporates by reference the Contract Documents for the Project, which consists of the following documents:

(a) Notice to Bidders (Document 00100);

(b) Instructions to Bidders (Document 00200);

(c) Bid Proposal (Document 00400);

(d) Bidder's Bond (Document 00410);

(e) Designation of Subcontractors (Document 00420);

(f) Verification of Contractor and Subcontractor DIR Registration (00423)

(g) Self-Performance Declaration (Document 00425);

(h) Debarment and Suspension Certifications (Document 00430);

(i) Non-Collusion Declaration (Document 00432);

(j) Worker's Compensation Certification (Document 00435);

(k) Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440);

(l) Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450);

(m) Equal Employment Opportunity Certification (Document 00460);

(n) Non-Lobbying Certification (Document 00465);

(o) Disclosure of Lobbying Activities (Document 00466);

(p) Construction Contract DBE Commitment (Document 00471);

(q) DBE Information – Good Faith Efforts (Document 00475);

(r) Agreement (Document 00500);

(s) Payment Bond Form (Document 00610);

(t) Performance Bond Form (Document 00620);

(u) Sample Escrow Agreement for Security Deposits In Lieu of Retention (Document 00630);

(v) Warranty/Guaranty Form (Document 00635);

(w) Acknowledgment of City Code (Document 00640);

(x) Bid Document Certification (Document 00650);

(y) The Standard Specifications of the State of California, Department of Transportation, dated 2022; the Standard Plans of the State of California, Department of Transportation, dated 2022, and the South Lake Tahoe Public Improvement and Engineering Standards;

(z) Special Provisions (which incorporate by reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2022; the Standard Plans of the State of California, Department of Transportation, dated 2022, and the South Lake Tahoe Public Improvement and Engineering Standards) (Document 00700);

(aa) Supplemental Conditions (Document 00800), if any;

(bb) General Requirements, if any;

(cc) Construction Progress Documentation (Document 01300);

(dd) Technical Specifications;

(ee) Contract Drawings;

(ff) Addenda (numbers ___ to____, inclusive; and

(gg) Permits from other agencies as may be required by law.

Exhibits to this Agreement are enumerated as follows:

- Accepted Contractor's Bid attached hereto as Exhibit A;
- Escrow Bid Document Certification attached hereto as Exhibit B; and
- Insurance Certificates and Endorsements as Exhibit C.

ARTICLE 6 — WORKERS' COMPENSATION

Contractor shall take out and maintain during the life of the Agreement, adequate and sufficient workers' compensation insurance for all Contractor's employees employed at the site of improvements, and, if any Work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in Work under this contract at the site of the Project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

By its signature upon this Agreement, Contractor certifies that it has carefully reviewed and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of the labor Code. Contractor, as a condition precedent to the commencement of its Work pursuant to the Agreement, shall comply with such provisions.

ARTICLE 7 — INDEMNITY AND INSURANCE

To the fullest extent permitted by law, and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agents, the, the Architect/Engineer, the Project Manager and the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and as otherwise set forth in Contract Documents, including, without limitation, Section 7-1.05A of the Standard Specifications, as modified by Section 7.11 of the Special Provisions. The obligations of defense and indemnity set forth in this Article, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend), which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

Contractor shall maintain the insurance coverage described in Section 7-1.06 of the Standard Specifications, as modified by Section 7.12 of the Special Provisions, throughout the performance of the Agreement, including any maintenance, warranty and/or guaranty periods. This Agreement shall not be operative until evidence of such insurance has been provided to, and approved by, the City as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence Work at the Project until subcontractor provides evidence to Contractor and City that subcontractor has obtained insurance acceptable to the City.

ARTICLE 8 — NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual for whom it

is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the address listed below:

Notices required to be given to City:
City Engineer
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150-6251

Notices required to be given to Contractor:
_____
_____
_____
_____

Notices required to be given to any surety(ies):
_____
_____

ARTICLE 9 — MISCELLANEOUS

9.1 Terms. Terms used in this Agreement will have the meanings indicated in the Contract Documents.

9.2 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Successors and Assigns. City and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 South Lake Tahoe City Code. Contractor acknowledges that all pertinent provisions within the South Lake Tahoe City Code are incorporated by reference as though set forth in full herein, and, further, the failure of Contractor or any subcontractor, of any tier, to comply with any of its/their obligations under the Contract Documents, or the requirements of the South Lake Tahoe City Code, or any other applicable law, code, statute, or regulation, shall be deemed a material breach of the Agreement.

9.6 Third Party Beneficiary. Contractor expressly acknowledges the City's status as a third party beneficiary solely with respect to the performance to be rendered under each subcontract, of any tier, upon the Project, and, as a result, Contractor acknowledges that City possesses, *inter alia*, the rights enumerated within the South Lake Tahoe City Code as to the enforcement of obligations under subcontracts of any tier.

9.7 Regulatory Requirements. Contractor acknowledges that the Project is subject to requirements and regulations issued on behalf of various governmental and/or regulatory bodies, including, without limitation, the Lahontan Regional Water Quality Control Board and the Tahoe Regional Planning Agency, among others. Contractor agrees to fully and promptly comply with any and all requirements and regulations issued on behalf of such entities.

9.8 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of El Dorado, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of El Dorado, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

IN WITNESS HEREOF, the said City of South Lake Tahoe, State of California, has caused this Agreement to be executed by its Mayor in its behalf, and the said Contractor has signed this Agreement the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By_____

Cody Bass, Mayor
City of South Lake Tahoe

Contractor: _____

By _____

Title _____

Business License No. _____

ATTEST:

By _____

Susan Blankenship
City Clerk
City of South Lake Tahoe

APPROVED AS TO FORM:

By _____

Heather Stroud
City Attorney
City of South Lake Tahoe

END OF DOCUMENT 00500

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BID PROPOSAL TO THE CITY OF SOUTH LAKE TAHOE

DOCUMENT 00400 – BID PROPOSAL

Bijou Park Connector Trail

Public Works Contract No. 25-30150037

CITY FORMAL BID NO. BN-25-30150037-02

Name of Bidder Doug Veerkamp General Engineering, Inc.

Business P.O. Box N/A

BUSINESS STREET ADDRESS 3701 Trade Way

City, State, Zip Cameron Park, CA 95682

Telephone No: (530) 676-0825 FAX No: (530) 676-0826

Contractor License No. 440233

This Bid Proposal is submitted to the City on Friday, February 13th, 20 26

1.0 ENTER INTO AGREEMENT

The undersigned Bidder proposes and agrees, if this Bid Proposal is accepted, to enter into an Agreement with the City, in the form included in the Bid Documents, and to perform all Work as specified or indicated in the Bid Documents within the specified time and for the price(s) indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. The Agreement shall be in the amount of the Base Bid Schedule Price, plus any Bid Alternate Items, if selected by the City.

2.0 BIDDER ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bidder agrees that its Bid will remain open and subject to acceptance for at least ninety (90) calendar days after the Bid opening, or for such longer period of time that City and Bidder may agree to in writing.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **440233**

Entity CORP

Business Name DOUG VEERKAMP GENERAL ENGINEERING INC

Classification(s) A HAZ C29 C21

Expiration Date 07/31/2026

www.cslb.ca.gov

3.0 BIDDER REPRESENTATIONS

In submitting this Bid, the undersigned Bidder represents that:

A. Bidder has in its possession a complete set of Contract Documents, and it has carefully examined and studied the Contract Documents, all information available to Bidders, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum Number	Addendum Date	Signature of Bidder
#1	02/04/2026	Douglas B. Veenbaas

B. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Bidder further affirms that by submitting this Bid it has satisfied itself as to the availability of skilled and unskilled labor and qualified workers necessary to perform the Work within the Contract Time permitted, as well as the availability to procure the necessary equipment and materials to perform the Work within the time required.

C. Bidder is familiar with and has satisfied itself as to all Federal, state, and local laws, regulations, codes, permits, and other requirements that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Bid Documents, if any.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work (if any) to be performed by City and others at the Site, or in close proximity to the site, that relates to the Work as indicated in the Bidding Documents or that may have some impact or bearing upon the performance of the Work.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Bidder has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Bidder, and where said conflicts, errors, ambiguities, or discrepancies have not been resolved through the interpretations or clarifications by City because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

J. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 BID

The undersigned Bidder proposes and agrees to contract with the City to perform all of the Work, including subsidiary obligations as defined in the Contract Documents, for the price indicated in the Base Bid Schedule, below, plus or minus Alternate Item(s), if any, as directed in the sole discretion of the City.

In submitting its Bid Proposal, the undersigned Bidder understands and acknowledges that the Total Base Bid Price (Article 4.3, below) is the sum total of all required bid item amounts, inclusive of the Base Bid Schedule and the Bidder's Daily Rate of Compensation for Compensable Delay (extended for the number of calendar days as set forth herein). Alternate Items as set forth herein, if any, shall not be considered as part of the Total Base Bid unless Bidder is instructed, pursuant to the calculation of the Total Base Bid Price set forth in Section 4.3, below, to include some, or all, Alternate Items as part of the Total Base Bid.

The City shall compare the Total Base Bid Prices (Article 4.3) of all responsible bidders submitting responsive Bids, and the City shall award the Agreement, if at all, to the lowest responsible bidder in accordance with California Public Contract Code section 20162. **The Contract Sum for the Agreement, if awarded, between the City and Contractor shall be for the price indicated in the Base Bid Schedule total.**

BASE BID SCHEDULE

Bid Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization	1	LS	$37,800.00	$37,800.00
2	Temporary Controls	1	LS	$52,200.00	$52,200.00
3	Demolition	1	LS	$45,300.00	$45,300.00
4	Traffic Control	1	LS	$28,300.00	$28,300.00
5	Construction Staking	1	LS	$20,500.00	$20,500.00
6	Adjusting Existing Facilities	1	LS	$2,330.00	$2,330.00
7	Pedestrian Ramp	1589	SF	$41.00	$65,149.00
8	Bike Trail Pathway	2845	LF	$152.00	$432,440.00
9	Install Stop Signs	6	EA	$1,600.00	$9,600.00
10	18" HDPE	37	LF	$207.00	$7,659.00
11	Double Barrel Sediment Trap	1	LS	$30,100.00	$30,100.00
12	RRFBs and Crossing	1	LS	$43,100.00	$43,100.00
13	Pavement Markings	1	LS	$10,000.00	$10,000.00

BASE BID SCHEDULE PRICE (Item Nos. 1 through 13): $ 784,478.00 .

BASE BID SCHEDULE PRICE (in words): Seven Hundred Eighty Four Thousand Four Hundred Seventy Eight Dollars and Zero Cents.

The amount of each of the above Bid line items must be filled in and completed.

Bid prices shall include everything necessary for the completion of the Work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the "Unit Price" multiplied by the "Estimated Quantity" for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except that if the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the Bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the Bid may be deemed irregular unless the Project being bid has only a single item and a clear, readable total bid is provided.

In case of discrepancy between the "Base Bid Schedule Price" listed and the actual sum of all item total prices, the individual item totals will prevail and the "Base Bid Schedule Price" will be revised to reflect the appropriate total based on the unit prices.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a Bid. Any situation not specifically provided for will be determined in the discretion of the City, and that discretion will be exercised in the manner deemed by the City to best protect the public interest in the prompt and economical completion of the Work. The decision of the City respecting the amount of a Bid, or the existence or treatment of an irregularity in a Bid, shall be final.

4.2 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAY

Each and every Bidder, to have its Bid deemed responsive, shall provide below the daily rate of compensation for any Compensable Delay (as defined at Section 9.10 of the Special Provisions) caused by the City, at any time, during the performance of the Work. The daily rate of compensation (as required to be extended herein), which shall be included in the Total Base Bid Price, shall represent the amount that Contractor will charge the City for all direct and indirect delay costs which may be incurred by Contractor, on behalf of itself and all subcontractors and suppliers, of every tier, should there be a Compensable Delay.

The daily rate to be charged to the City shall be listed in the blanks as required, below, and shall be applicable to each of the first sixty (60) calendar days of Compensable Delay (beyond the Contract Time) that is not concurrent with any Contractor-caused delay, and shall represent the exclusive and sole amount (*i.e.*, constitute payment in full) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all direct and indirect delay costs.

Bidders are advised that the amount filled in the first blank, below, is the daily rate to be paid by City for each of the first sixty (60) calendar days of Compensable Delay. That amount shall be multiplied by 60 to yield an amount which liquidates the City-caused delay damages, in

its entirety, during the first sixty (60) calendar days of Compensable Delay, and this amount shall be filled in the second blank, below. The latter total, which Bidder must add to the Base Bid Schedule Price (and/or all other Bid amounts as may be required herein) to determine the Total Base Bid Price, will be used not only for bid comparison purposes to determine the lowest responsive, responsible Bidder, but also to determine the daily rate of direct and indirect delay costs to which Bidder will be entitled during the first sixty (60) days of any Compensable Delay (should the City award the Agreement to Bidder).

By including the daily rate of delay damages in this Bid Proposal, the City is not representing that it intends or expects to have the Project delayed, whether for sixty (60) calendar days or otherwise, but rather that the City wishes to quantify the amount it would be obligated to pay should such a Compensable Delay event(s) arise. The City will only pay the daily rate of compensation for the actual number of days of Compensable Delay, if any, in accordance with the Contract Documents; the actual number of days of Compensable Delay, if any, may be greater or lesser than the 60 day "multiplier" shown below. With respect to Compensable Delays beyond sixty (60) calendar days, the amount of direct and indirect delay costs, if any, to which Bidder may be entitled (if authorized under the Contract Documents) shall be determined in accordance with the Contract Documents.

In order for the Bid to be considered responsive, Bidder must submit the required Daily Rate of Compensation for Compensable Delay, extended as required hereunder. The failure of Bidder to do so shall result in the Bid being rejected as non-responsive.

(1) **Daily RATE OF COMPENSATION FOR COMPENSABLE DELAY for Contractor and all subcontractors/suppliers (include the amount in words as well as numbers):**

$ 0.00 **per calendar day (amount).**

Zero Dollars and zero cents.

(words).

(2) Daily RATE OF COMPENSATION FOR COMPENSABLE DELAY for Contractor and all subcontractors/supplier MULTIPLIED BY 60 (include the amount in words as well as numbers):

Daily Amount (above): $ 0 **x 60 calendar days = $** 0 **(amount)**

Zero dollars and zero cents.

(words).

In case of discrepancy between the amount stated for "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers" and the extension of that amount as stated above for the "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60", the "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers" shall prevail and the "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" will be corrected accordingly to reflect the appropriate total based on the stated daily rate.

4.3 TOTAL BASE BID

The Total Base Bid shall be determined by adding the following amounts as set forth in Sections 4.1 and 4.2(2): **"Base Bid Schedule Price" (Section 4.1)** plus **"Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" (Section 4.2(2)) = "Total Base Bid".**

TOTAL BASE BID PRICE:

$ 784,478.00 **(amount)**

TOTAL BASE BID PRICE (in words): Seven Hundred Eighty Four Thousand Four Hundred Seventy Eight Dollars and Zero Cents.

In the event the addition of the "Base Bid Schedule Price" and "Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" is incorrect such that the Total Base Bid Price does not equal the product of those two Bid components, the City will correct the Total Base Bid Price accordingly and the corrected addition will govern.

The City shall compare the amounts of the Total Base Bid Prices of all responsible bidders submitting responsive Bids, and the City shall award the Agreement, if an award is made, to the lowest responsible bidder in accordance with California Public Contract Code section 20162. The Contract Sum for the Agreement, if awarded, between the City and Contractor shall be for the price indicated in the Base Bid Schedule (Article 4.1) in addition to any Add Bid Alternate Items awarded, at the discretion of the City. The apparent low bidder will be calculated by the Total Base Bid Schedule (Base Bid Schedule + 60-day Compensable Delay)
The City reserves all rights to reject this Bid, or all Bids, and to waive any and/or all minor irregularities, all within the City's sole discretion.

6.0 COMPLETION

In accordance with the Contract Documents, the undersigned Bidder agrees to plan the Work and to prosecute it with such diligence that said Work shall be commenced within **ten (10) calendar days** from the date that commencement of the Work is authorized pursuant to the Notice to Proceed, and shall be completed within the Contract completion time(s) as set forth in the Contract Documents. Furthermore, the undersigned Bidder accepts the provisions of Section 8.3.2 of the Special Provisions with respect to the assessment of liquidated damages in the event Contractor fails to complete the Work within the specified time(s).

7.0 ATTACHED DOCUMENTS

The undersigned Bidder, by initialing upon each line, below, acknowledges that the following fully completed and executed Bid Documents are attached to, incorporated herein by reference and made a condition of this Bid Proposal (unless the City authorizes the submission of any document(s) enumerated below subsequent to the bid opening pursuant to the instructions set forth in the Bid Documents:

SECTION	TITLE	INITIALS
00410	Bidder's Bond	DBV
00420	Designation of Subcontractors	DBV
00423	Verification of DIR Compliance	DBV
00424	CARB CRC Compliance	DBV
00425	Self-Performance Declaration	DBV

(If is not submitted with Bid, Document 00425 shall be submitted within 24 hours after the time of bid opening.)

00430	Debarment and Suspension Certifications	DBV
00432	Non-Collusion Declaration	DBV
00435	Worker's Compensation Certification	DBV
00440	Business and Professions Code Sections 7028.15 and 7031 Statement	DBV
00450	Bidder's Statement of Financial Responsibility, Technical Ability and Experience	DBV
00460	Equal Employment Opportunity Certification	DBV
00465	Non-Lobbying Certification	DBV
00466	Disclosure of Lobbying Activities	DBV
~~00471~~	~~Construction Contract DBE Commitment~~	~~DBV~~

~~(If not submitted with the Bid, Document 00471 shall be submitted within five (5) working days after bid opening.)~~

~~00475~~	~~DBE Information—Good Faith Efforts~~	

~~(If Bidder is required to submit Document 00475 and does not do so with the Bid, Document 00475 may be submitted within five (5) working days after bid opening.)~~

00635	Warranty/Guaranty Form	DBV
00640	Acknowledgment of City Code	DBV
00650	Bid Document Certification	DBV

(Document 00650 shall be submitted with the escrowed bid documents within three (3) business days after bid opening in accordance with the Bid Documents.)

8.0 SUPPLEMENTAL INFORMATION SUBMITTED AFTER BID OPENING

A. The undersigned Bidder understands and acknowledges that it may be ineligible for an award of the Agreement unless the Bidder has furnished all required documentation, on behalf of itself and all subcontractors, as applicable, in accordance with Section 2.3 ("Escrow of Bid Documents") of the Special Provisions, and which shall include, without limitation, Document 00650 ("Bid Document Certification").

B. The undersigned Bidder understands that a Bidder may be ineligible for an award of the Agreement unless the Bidder has furnished, in accordance with the Bid Documents, and within 24 hours of the Bid opening, a completed Document 00425 ("Self-Performance Declaration") certifying that Bidder shall perform with the Bidder's own organization Work in an amount not less than **30%** of the total original price of the Work.

~~C. The undersigned Bidder understands that a Bidder may be ineligible for an award of the Agreement if the following documents are not submitted with the Bid, or, alternatively, within the time(s) as authorized under the Bid Documents: Document 471 ("Construction Contract DBE Commitment") and/or Document 00475 ("DBE Information – Good Faith Efforts").~~

9.0 CALIFORNIA CONTRACTOR'S LICENSE AND ENTITY INFORMATION

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and section 3300 of the California Public Contract Code, and the laws of the State of California, and that information follows:

Bidder's Valid California Contractor's License No. 440233 Class A-HAZ-C29-C21

Expiration Date: 07/31/2026 ; Bidder has contracted under this license number for 42 years.

Bidder must provide the following information if Bidder is:

An Individual/Sole Proprietorship:

Name (typed or printed): N/A

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business Address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

A Partnership or LLC:

Partnership or LLC Name: N/A (SEAL)

By: _____

(Signature of general partner or member -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

A Corporation:

Corporation Name: Doug Veerkamp General Engineering, Inc.

State of Incorporation: California

Type (General Business, Professional, Service, Limited Liability): General Business

By: Douglas B. Veerkamp

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Douglas B. Veerkamp

Title: President

(CORPORATE SEAL)

Attest: Lori Veerkamp

(Signature of Corporate Secretary)

Business address: 3701 Trade Way, Cameron Park, CA 95682

Date of Qualification to do business is _____

Phone Number: (530) 676-0825 FAX Number: (530) 676-0826

Email Address of Authorized Representative: eric.wunschel@dougveerkamp.com

A Joint Venture:

Joint Venturer Name: N/A (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

RESOLUTIONS ADOPTED BY
UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
DOUG VEERKAMP GENERAL ENGINEERING, INC.,
A CALIFORNIA CORPORATION

We, DOUGLAS B. VEERKAMP, LORI A. VEERKAMP, LONI A. BREWSTER, and MATTHEW G. VEERKAMP, as members of the Board of Directors of DOUG VEERKAMP GENERAL ENGINEERING, INC., a corporation organized under the laws of the State of California, being all the members of such Board as presently constituted, do by this writing consent to take the following actions and adopt the resolutions attached hereto as Exhibit "A", effective as of September 1, 2006.

We direct that this Consent be filed with the Minutes of the proceedings of the Board of Directors of the Corporation.

This Consent is executed pursuant to Section 307(b) of the Corporations Code of the State of California and the Bylaws of this Corporation which authorize the taking of action by the Board of Directors by unanimous written consent without a meeting. This Consent may be executed in counterparts.

Douglas B Veerkamp
DOUGLAS B . VEERKAMP, Director

Lori A. Veerkamp
LORI A. VEERKAMP, Director

Loni A Brewster
LONI A. BREWSTER, Director

MATTHEW G. VEERKAMP, Director

RESOLUTIONS

RESOLVED, that the Corporation authorizes DOUGLAS B. VEERKAMP as Chief Executive Officer and President of this Corporation to act alone on behalf of the Corporation and his signature alone will bind the Corporation;

RESOLVED FURTHER, that DOUGLAS B. VEERKAMP shall have the authority to act for, to undertake and to assume any obligation, debt, duty or responsibility on behalf of the Corporation, including the power to contract debts and liabilities on behalf of the Corporation, to execute all documents and instruments on behalf of the Corporation, including but not limited to contracts and agreement with government municipalities and agencies, and all such authority is vested in him;

RESOLVED FURTHER, that DOUGLAS B. VEERKAMP is hereby authorized to execute any documents that are necessary to implement the foregoing resolutions.

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

10.0 BID SECURITY

Accompanying this Bid Proposal is:

Bidder's Bond

(Insert the words "cash" ($_____), "cashier's check," or "bidder's bond," as the case may be.) in an amount to equal at least ten (10) percent of the total amount of the Bid.

IF CASHIER'S CHECK INCLUDED, ATTACH HERE:

By my signature on this Bid Proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing Bid Proposal, and all documents, declaration and certifications submitted as part of this Bid Proposal, are accurate, true and correct and that the Bidder has complied with the requirements of 2 CCR Section 11102 (Fair Employment and Housing Commission Regulations).

Date: 02/13/2026

Sign Here

Douglas B. Veerkamp

President

Signature and Title of Bidder's Authorized Representative

END OF DOCUMENT 00400

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

DOCUMENT 00410 – BIDDER'S BOND

WHEREAS, we, Doug Veerkamp General Engineering, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City of South Lake Tahoe, a political subdivision of the State of California (hereinafter called "City") in the penal sum of TEN PERCENT (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a Bid to City for that certain construction project known as BIJOU PARK CONNECTOR TRAIL.

for which Bids are to be opened on February 13, 2026, has been submitted by Principal to City:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within ninety (90) days after said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to Principal for signature, enter into a written Agreement with City, in the prescribed form, in accordance with the Bid as accepted, and file the Contract Bonds with City (including one to guarantee faithful Performance and another to guarantee Payment for labor and materials, as required by law), or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Agreement and give such Contract Bonds within the time specified, or to satisfy any other conditions precedent to the entering into an Agreement, if the Principal shall pay City the difference between the amount specified in said Bid and the amount for which City may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by City in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Agreement on the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does, hereby, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event a suit is brought upon this Bond by the City of South Lake Tahoe and

judgment is recovered, Surety shall pay all costs incurred by the City of South Lake Tahoe in such suit, including attorneys' fees and consultant costs to be fixed by the court in accordance with applicable statutory law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 9th day of February, 2026.

PRINCIPAL: Doug Veerkamp General Engineering, Inc.

Douglas B. Veerkamp
Signature

Douglas B. Veerkamp
Name

President
Title

3701 Trade Way,Cameron Park, CA 95682
Address

SURETY: Travelers Casualty and Surety Company of America

Ashley White
Signature

Ashley White
Name

Attorney-in-Fact
Title

11090 White Rock Rd., Ste. 100, Rancho Cordova, CA 95670
Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On February 9, 2026 before me, Joselynn Campbell, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

MGC1 JOSELYNN CAMPBELL
COMM. # 2504808
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES NOV. 19, 2028 MGC1

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Ashley White** of **ROSEVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

SEAL SEAL SEAL

State of Connecticut

By: Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

NOTARY PUBLIC CONNECTICUT

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of February, 2026

SEAL SEAL SEAL

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

DESIGNATION OF SUBCONTRACTORS

DOCUMENT 00420 – DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below the name (including license number), the location and the portion of the Work to be performed by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these Contract Documents, in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid per the Base Bid Schedule Price. **BIDDER SHALL ALSO EXECUTE AND SUBMIT TO THE CITY THE DECLARATION UNDER PENALTY OF PERJURY AT THE END OF THIS DOCUMENT.**

If the Bidder fails to specify a subcontractor for any portion of the Work (in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid (per the Base Bid Schedule Price)) to be performed under the Agreement, the Bidder shall be deemed to have agreed to perform such portion itself. Subletting or subcontracting of any portion of the Work (in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid (per the Base Bid Schedule Price)) as to which no subcontractor was designated in the original Bid shall only be permitted in strict accordance with California law.

Contractor shall also verify below that each listed subcontractor has registered and paid a fee to the Department of Industrial Relations pursuant to Labor Code 1725.5.

[NOTE: Reproduce page two of this section for additional listings needed beyond the length of this form.]

PORTION OF WORK ACTIVITY (%)	SUBCONTRACTOR NAME	LICENSE NUMBER	LOCATION OF SUBCONTRACTOR	DIR. REG. VERIFIED (Y/N)	EQUIPMENT CRCs INCLUDED (Y/N)
2%	CenterPoint Engineering, Inc.	LS 9752	4230 Rocklin Road Suite 200, Rocklin CA 95677	Y	N/A
8%	Nevada Barricade & Sign Company, Inc.	836173	975 Industrial Way Sparks, NV 89431	Y	Y
2%	SSEC Sustainability At Work	1039888	P.O. Box 1330 Newcastle, CA 95658	Y	Y

PORTION OF WORK ACTIVITY (%)	SUBCONTRACTOR NAME	LICENSE NUMBER	LOCATION OF SUBCONTRACTOR	DIR. REG. VERIFIED (Y/N)	EQUIPMENT CRCs INCLUDED (Y/N)

Document 00420 - Designation of Subcontractors; Declaration Under Penalty of Perjury:

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing Document 00420 - Designation of Subcontractors submission is accurate, true and correct.

Date: 02/13/2026 Bidder's Signature: Douglas B. Veerkamp

Bidder's Name and Title (Print): Douglas B. Veerkamp, President

END OF DOCUMENT 00420

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

VERIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIR REGISTRATION

DOCUMENT 00423 – Verification OF CONTRACTOR AND SUBCONTRACTOR DIR Registration

I am the President of Doug Veerkamp General Engineering, Inc. ("Bidder")
(Title/Position) (Bidder Name)

Submitting the accompanying Bid Proposal for the Work described as **BIJOU PARK CONNECTOR TRAIL.**

The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

1. The Bidder's DIR Registration Number is: 1000004944. The expiration date of the Bidder's DIR Registration is 06/30, 2026.
2. If the expiration date of the Bidder's DIR Registration will occur prior to expiration of the Contract Time for the Work and the Bidder is awarded the Contract for the Work, prior to the Bidder's DIR expiration, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration.
3. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List is a DIR registration contractor.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder's solicitation of Subcontractor bids included notice to prospective Subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
6. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
7. I have personal first-hand knowledge of all the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 13th day of February, 2026 at Cameron Park, California.
(City and State)

Signature: Douglas B. Veerkamp Name (typed or printed): Douglas B. Veerkamp

END OF DOCUMENT 00423

CA

DIR State of California Department of Industrial Relations EST. 1927

Public Works Support

Log in

eCPR Search

Contractor Registration Search

Project Registration Search

Register

Home > Customer Account Lookup > 1000004944 - DOUG VEERKAMP GENERAL ENGINEERING, INC.

1000004944 - DOUG VEERKAMP GENERAL ENGINEERING, INC.

Customer Account Lookup

PWCR

1000004944

Contractor Status

DIR Approved

CSLB

440233

Business Phone

5306760825

Ext

Registration Start Date

2024-07-01

Legal Entity Name

DOUG VEERKAMP GENERAL ENGINEERING, INC.

Doing Business As (DBA)

DOUG VEERKAMP GENERAL ENGINEERING, INC.

Business Structure

Corporation - C corp

President

Doug Veerkamp General Engineering, Inc.

Email

eric.wunschel@dougveerkamp.com

Registration End Date

2026-06-30

Crafts

Driver (On/Off Hauling) | Slurry Seal Worker (Laborer) | Carpenter | Parking/Highway/Improvement | General Engineering | Driver (On/Off-Hauling to/from Construction Site) | Operating Engineer | Laborer and Related Classifications | Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer) | Teamster (Work on a construction site) | Carpenter and Related Trades | Cement Mason | LABORER | Operating Engineer (Heavy and Highway Work) | STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

Address

Mailing Address

3701 TRADE WAY

Mailing Address - City

CAMERON PARK

Mailing Address - State

CA

Mailing Address - Zip

95682

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates 19

Terms & Conditions
Privacy Policy
Disclaimer
Nondiscrimination Notice
Accessibility
dir.ca.gov

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CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

CALIFORNIA AIR QUALITY CONTROL BOARD (CARB) CERTIFICATE OF REPORTED COMPLIANCE (CRC)

DOCUMENT 0024 – CARB CERTIFICATES OF REPORTED COMPLIANCE

I am the President of Doug Veerkamp General Engineering, Inc.("Bidder")
(Title/Position) (Bidder Company Name)

Submitting the accompanying Bid Proposal for the Work described as BIJOU PARK CONNECTOR TRAIL.

The Feet Identification number on CARB website will be reviewed as a part of the determination of the lowest submitted responsive responsible bid to confirm the Contractor and all listed subcontractors have submitted a CRC or have indicated that CARB compliance does not apply to the particular subcontractor and have provided detailed reasoning for said exemption. Failure to comply with CARB CRC requirements as part of the Bid is cause for the Bid to be rejected as non-responsive.

1. The Bidder as included with this bid proposal, California Air Quality Control Board, Certificates of Reported Compliance (CRC) for their fleet of equipment to be used for the Work currently owned or leased for all In-Use Off-Road Diesel-Fueled Fleet Vehicles (e.g. construction equipment).
2. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List has CRC certifications for their fleet of equipment to be used for the Work currently owned or leased for all In-Use Off-Road Diesel-Fueled Fleet Vehicles (e.g. construction equipment).
3. The Bidder and all listed subcontractors and sub-tier subcontractors assure that all In-Use Off-Road Diesel-Fueled Fleet Vehicles (e.g. construction equipment) delivered to the construction site to perform contract work during the life of the above listed project shall be CRC certified.
4. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.
5. I have personal first-hand knowledge of all the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 13th day of February, 20 26 at Cameron Park, California.
(City and State)

Signature: Douglas B. Veerkamp Name (typed or printed): Douglas B. Veerkamp

END OF DOCUMENT 0024

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

DOUG VEERKAMP GENERAL ENGINEERING INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1583

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: D.L.L.M,L.P./ Doug Veerkamp General Engineering Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-06

105 Vehicles

TRUCRS Fleet Identification
22680

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tblookup.php

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

SELBY'S SOIL EROSION CONTROL CO. INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

31301

To verify the authenticity of this certificate, enter this number at:
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Selby*s Soil Erosion Control Co., Inc

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2025-12-19

16 Vehicles

TRUCRS Fleet Identification

29377

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to Nevada Barricade and Sign Company Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-09

12 Vehicles

TRUCRS Fleet Identification
29440

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

SELF-PERFORMANCE DECLARATION

DOCUMENT 00425 – SELF-PERFORMANCE DECLARATION

Pursuant to Section 5-1.13 ("Subcontracting") of the Standard Specifications, as amended pursuant to Section 5-2 of the Special Provisions, Contractor shall certify that it will perform, with the Contractor's own organization, contract Work in an amount not less than **30%** of the total price of the Work. Bidder is instructed to complete the foregoing declaration and submit the same with the Bid, or, by facsimile (FAX) to (530) 541-3051 **within 24 hours** after the specified time of bid opening. **Failure of Bidder to provide the Self-Performance Declaration within the time specified may result in a non-responsive bid.**

Document 00425 – Self-Performance Declaration Under Penalty of Perjury:

Bidder certifies that it shall perform, with the Bidder's own organization, Contract Work in an amount not less than 30% of the total price of the original bid of the Work in accordance with Section 5-1.13 ("Subcontracting") of the Standard Specifications, as amended pursuant to Section 5.2 of the Special Provisions.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the information provided in the foregoing Document 00425 – Self-Performance Declaration is accurate, true and correct.

Date: 02/13/2026 Bidder's Signature: Douglas B. Veerkamp

Bidder's Name and Title (Print): Douglas B. Veerkamp, President

END OF DOCUMENT 00425

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

DEBARMENT AND SUSPENSION CERTIFICATION

DOCUMENT 00430 – DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned (authorized official signing for the Bidder) hereby declares under penalty of perjury the following:

1. In accordance with section 6109 of the Public Contract Code, the bidder declares that bidder will not enter into any contract with a subcontractor who/which has been debarred pursuant to section 1771.1 or section 1777.7 of the Labor Code. No public monies shall be paid to a debarred subcontractor, and any contract entered into for public work between a prime contractor and debarred subcontractor shall be considered void as a matter of law. Any payments made to a debarred subcontractor shall be returned to Owner. The prime contractor shall be solely responsible for all payments to a debarred subcontractor. In no case shall any public money be used to pay a debarred subcontractor.

2. In accordance with section 10162 of the Public Contract Code, has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No x

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

3. In accordance with section 10232 of the Public Contract Code, has more than one final, unappealable finding of contempt of a court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board? For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Yes _____ No x

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

4. In accordance with section 10285.1 of the Public Contract Code, the Bidder declares that neither the Bidder nor any subcontractor to be engaged by the Bidder has been convicted of any of the offenses referred to in this section within the preceding three (3) years. These offenses include if that Bidder or any subcontractor to be engaged by the Bidder, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this certification, The City of South Lake Tahoe.

5. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for Doug Veerkamp General Engineering) certifies to the best of his or her knowledge and belief, that the Entity Inc; defined as the primary participant in accordance with 45 C.F.R. Part 76, and its principals:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

B. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

D. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I am an officer, principal or owner of the Bidder, and that the foregoing questionnaire, and all certifications and statements therein, are accurate, true and correct.

Date: 02/13/2026 Bidder's Signature: Douglas B. Veerkamp

Bidder's Name and Title (Print): Douglas B. Veerkamp, President

END OF DOCUMENT 00430

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

NON-COLLUSION DECLARATION

DOCUMENT 00432 – NON-COLLUSION DECLARATION

"NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

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

"The undersigned declares:

I am the President **[TITLE]** of Doug Veerkamp General Engineering, Inc. **[BIDDER]**, the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/13/2026 **[DATE]**, at Cameron Park **[CITY]**, California **[STATE]**."

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

Date: 02/13/2026

Bidder's Signature: Douglas B. Veerkamp

Bidder's Name and Title (Print): Douglas B. Veerkamp, President

END OF DOCUMENT 00432

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

WORKER'S COMPENSATION CERTIFICATION

DOCUMENT 00435 – CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATION

PROJECT NAME: BIJOU PARK CONNECTOR TRAIL

PROJECT NO.: **PWC 25-30150037** **Bid No.: BN-25-30150037-02**

Labor Code §3700:

> "Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in the State.
>
> (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

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

Date: 02/13/2026

CONTRACTOR'S SIGNATURE:

Signature
Douglas B. Veerkamp

Name
Douglas B. Veerkamp

Title
President

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

END OF DOCUMENT 00435

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BUSINESS AND PROFESSIONS CODE SECTIONS 7028.15 AND 7031 STATEMENT

DOCUMENT 00440 – BUSINESS AND PROFESSIONS CODE SECTIONS 7028.15 AND 7031 STATEMENT

In accordance with the Business and Professions Code Sections 7028.15 and 7031, the Contractor hereby states under penalty of perjury that he/she is licensed in accordance with an act providing for the State of California registration of Contractors,

License No. 440233, Classification(s) A-HAZ-C29-C21 7/31/26

Expiration Date 07/31/2026

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

Date: 02/13/2026 Bidder's Signature: Douglas B. Veerkamp

Bidder's Name and Title (Print): Douglas B. Veerkamp, President

END OF DOCUMENT 00440

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY AND EXPERIENCE

DOCUMENT 00450 – BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY AND EXPERIENCE

The undersigned submits below a statement of projects of a similar character to that included in the proposed contract which have been successfully performed, together with approximate costs of each project, and references which will enable the City Council to judge the Contractor's responsibility, experience, skill and business standing.

[Note: Use additional sheets if necessary.]

See attached.

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

Date: 02/13/2026 Bidder's Signature: Douglas B. Veerkamp

Bidder's Name and Title (Print): Douglas B. Veerkamp, President

END OF DOCUMENT 00450

Experience/Qualifications: Doug Veerkamp General Engineering, Inc.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name/ Phone Number
Placer County Infrastructure Tier 1	Install new water storm water, and sewer piping at the Placer County Government Center	1/2023-3/2025	$12,966,140	Placer County Jennifer Costa 530-886-4994
Sacramento Suburban Water District Watt Ave. Main Extension Phase 3	3,750 LF of 16" water line and misc. pipe for tie-ins. 1 bore and jack crossing at Sierra Creek	3/2023-12/2023	$2,152,582	SSWD Dana Dean 916-679-3991
El Dorado Irrigation District Forebay and Drop off Waterline	New waterlines, pressure reducing stations and water services.	6/2023-6/2024	$4,262,832	EID Patrick Wilson 530-642-4001
City of Placerville Broadway Maintenance	Construction of curb, gutter, sidewalk, storm drain and water system improvements, and paving.	10/2023-12/2024	$2,010,621	City of Placerville Melissa Savage 530-642-5250
El Dorado County Newtown Road Bridge Replacement	Bridge Replacement, Road widening, Safety rail, drainage improvements, and retaining walls.	11/2024 - 7/2025	$4,953,949.79	El Dorado County Chandra Ghimire 530-621-5998
2025 El Dorado County Various Asphalt Repairs	Remove and replace HMA, raise and lower iron, place geo fabric and curb and gutter repairs.	4/2025-9/2025	$3,963,071.42	El Dorado County Jennifer Rimoldi 530-621-7592
Pedestrian Safety Improvements	Demo existing ramps, Install ADA ramps, rapid flashing beacons, and recessed striping	11/2024 – 1/2025	$304,609.24	El Dorado County David Markowski 530-621-6050

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

DOCUMENT 00460 – EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Doug Veerkamp General Engineering, Inc., inclusive of its proposed subcontractor(s), as appropriate, hereby certifies as follows:

- Bidder/proposed subcontractor(s) have x, have not _____ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246;

- Bidder/proposed subcontractor(s) have x, have not _____ developed and have on file at each establishment affirmative action programs pursuant to 41 CFR, Part 60–2; and

- Bidder/proposed subcontractor(s) have x, have not _____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CONTRACTOR'S SIGNATURE:

Signature
Douglas B. Veerkamp

Name
Douglas B. Veerkamp

Title
President

END OF DOCUMENT 00460

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

NON-LOBBYING CERTIFICATION

DOCUMENT 00465 – NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Document 00466), in conformance with its instructions.

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 of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

CONTRACTOR'S SIGNATURE:

Signature
Douglas B. Veerkamp
Name
Douglas B. Veerkamp
Title
President

END OF DOCUMENT 00465

DISCLOSURE OF LOBBYING ACTIVITIES

DOCUMENT 00466 – DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04-90«ENDIF»

END OF DOCUMENT 00466

~~DOCUMENT 00471 – CONSTRUCTION CONTRACT MBE/WBE COMMITMENT~~

END OF DOCUMENT 00471

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

~~MBE/WBE INFORMATION - GOOD FAITH EFFORTS~~

~~DOCUMENT 00475 - DBE INFORMATION - GOOD FAITH EFFORTS~~

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

CITY OF SOUTH LAKE TAHOE

~~MBE/WBE GOOD FAITH EFFORTS DOCUMENTATION FORM~~

~~Project Name:~~ _____
~~Project Number:~~ _____
~~Bidder/Contractor Name:~~ _____
~~Contact Person:~~ _____
~~Phone Number:~~ _____
~~Email Address:~~ _____
~~Date:~~ _____

~~1. SOLICITATION OF MBE/WBE FIRMS~~

~~List all MBE/WBE firms contacted regarding this project.~~

~~Firm Name~~	~~Contact Person~~	~~Date Contacted~~	~~Method of Contact~~	~~Response Received~~

~~*Attach copies of all correspondence, including emails, letters, and faxes.*~~

~~2. ADVERTISEMENT EFFORTS~~

~~List all publications or platforms where you advertised subcontracting opportunities.~~

~~Publication/Platform~~	~~Date of Advertisement~~	~~Copy Attached (Yes/No)~~

~~*Attach copies of advertisements and proof of publication.*~~

~~3. ASSISTANCE OFFERED TO MBE/WBE FIRMS~~

~~Describe any assistance provided to MBE/WBE firms, such as:~~
~~- Providing plans, specifications, or requirements.~~
~~- Offering advice on bonding, insurance, or financing.~~
~~- Extending bid submission deadlines.~~
~~*Attach documentation of any assistance provided.*~~

~~4. NEGOTIATION EFFORTS~~

~~Provide details of any negotiations with MBE/WBE firms, including:~~
~~- Names of firms.~~
~~- Dates of negotiations.~~
~~- Outcomes.~~
~~*Attach any relevant correspondence or notes.*~~

~~5. ADDITIONAL EFFORTS~~

~~List any other efforts made to include MBE/WBE firms, such as:~~
~~- Attending networking events.~~
~~- Participating in outreach programs.~~
~~- Collaborating with MBE/WBE organizations.~~
~~*Provide documentation of these activities.*~~

~~CERTIFICATION~~

~~I certify that the information provided above is true and complete to the best of my knowledge.~~
~~Signature:~~ _____
~~Name (Print):~~ _____
~~Title:~~ _____
~~Date:~~ _____

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL CONTRACTORS AND SUB-CONTRACTORS
(must be submitted with bid)

The undersigned Bidder certifies to the City of South Lake Tahoe and the contracting agency that it has read and understands the related federal cross-cutting regulations and their applicability to the project.

1. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION
   I understand the provisions and will comply with Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR, Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

   I also certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

2. COPELAND "ANTI-KICKBACK" ACT
   I understand the provisions and will comply with the Copeland "Anti-Kickback" Act (18 U.S.C., Section 874), as supplemented in 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"), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

3. FEDERAL LABOR STANDARDS PROVISIONS (DAVIS BACON WAGE RATES)
   I understand the provisions and will comply with the Davis-Bacon Act (40 U.S.C. Section 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

   Also, that the Contractor and any subcontractors under the Contractor shall comply with wage records regarding the employment and training of apprentices, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

SECTION 3 COMPLIANCE

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC § 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 75. Noncompliance with the regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

If HUD CDBG conditions are not adhered to, payment can be withheld.

4. ~~MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISE~~

~~It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises(WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:~~

~~(a) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;~~

~~(b) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;~~

~~(c) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;~~

~~(d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;~~

~~(e) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and~~

~~(f) Requiring the subcontractor, if any, to take the affirmative actions outlined in (1) – (5) above.~~

5. BYRD ANTI-LOBBING AMENDMENT *(all contracts in excess of $100,000)*

I understand the provisions and will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
I understand the provisions and will comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-333), as supplemented by Department of Labor regulations (29 CFR part 5), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

7. LEAD-BASED MATERIALS CERTIFICATIONS
I understand the provisions and will comply with the Lead-based Materials (24 CFR Part 35 Subpart R) Method and Standard for Lead-based, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

8. CLEAN AIR ACT *(all contracts in excess of $100,000)*
I understand the provisions and will comply with the Clean Air Act (42 U.S.C. Section 7401et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251et seq.), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

9. CONTRACTOR AND SUB-CONTRACTOR'S DIR REGISTRATION
I understand the provisions and will comply with California Labor Code Sections 1725.5 and 1773 of the Labor Code, which require the registration of the Contractor and subcontractors with the Department of Industrial Relations and the payment of prevailing wage on public projects, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

10. PREVAILING WAGE RATES AND RECORDS
I understand the provisions and will comply with California Labor Code Sections 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

11. STATEMENT OF CONVICTIONS
I certify that no more than one (1) final un-appealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two (2) years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

12. PREVIOUS DISQUALIFICATIONS (DEBARMENT/SUSPENSIONS)

I certify that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances

13. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

I understand the provisions and will comply with the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

14. BUILD AMERICA, BUY AMERICA (BABA)

I understand the provisions and will comply with the Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

15. FEDERAL WORK AUTHORIZATION PROGRAM (FWAP)

I represent and agree that we are enrolled and participating in a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525- 285.555, and that it will maintain this compliance for the entire duration of the contract. We also agree that we do not knowingly employee any authorized alien in connection with the contracted services. I agree to provide an Affidavit of Compliance upon execution of the contract.

16. NON- COLLUSION

I certify that, as the bidder or agent, have not, nor has any member, employee, representative, agent or officer has directly or indirectly entered into or offered to enter into any combination, collusion or agreement to receive or pay, gift, or rebate, and that I have not received or paid, any sum of money or other consideration for the execution of the contract.

By my signature hereunder, I hereby swear and certify, under penalty of perjury, that I have read and understand the requirements stated above and all referenced regulations.

Doug Veerkamp General Engineering, Inc.	Corporation
(Bidder)	(Type of Entity)
Douglas B. Veerkamp	3701 Trade Way
(Authorized signature on behalf of Contractor)	(Address)
Douglas B. Veerkamp, President	Cameron Park, CA 95682
(Name/Title)	(City/State/Zip)
eric.wunschel@dougveerkamp.com	(530)676-0825
(Email)	(Phone)

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Bid on behalf of Bidder.

END OF DOCUMENT 00475

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

WARRANTY/GUARANTEE FORM

DOCUMENT 00635 - WARRANTY/GUARANTEE FORM

In accordance with the Contract Documents, including without limitation, Section 6.2 of the Special Provisions, Contractor must sign and submit to City the following Guarantee in the form shown below:

Doug Veerkamp General Engineering, Inc. [Contractor's Name] hereby unconditionally Guarantees that the project commonly known as BIJOU PARK CONNECTOR TRAIL [the "Work"] has been completed in accordance with the requirements of the Contract Documents and further Guarantees the Work to be free of defects in workmanship, equipment and materials and to remain free of such defects for a period of one (1) year from the date of acceptance of the Work by the City Council of the City of Lake Tahoe, or through its designee, unless a longer/shorter period(s) is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all components of the Work, together with any adjacent work that may have been damaged or displaced in so doing, that may *prove* to be not in accordance with the requirements of the Contract Documents or that may be defective in its workmanship or materials within the period specified, without any expense whatsoever to City, ordinary wear and tear and unusual abuse and neglect excepted. The Contractor has provided Contract Bonds that will remain in full force and effect during the Guarantee period.

The Contractor further agrees that within three (3) calendar days after being notified in writing of any Work not in accordance with the requirements of the Contract Documents or any defects in the Work, it will commence and prosecute with due diligence all work necessary to fulfill the terms of this Guarantee, and to complete the Work within a reasonable period of time. In the event Contractor fails to so comply, Contractor does hereby authorize City to proceed to have such Work done at the Contractor's expense and Contractor will pay the cost thereof upon demand. City will be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an Emergency constituting an immediate hazard to the public health or safety or the health or safety of City's employees, City may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of the Contract Documents, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The Guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing City's rights to enforce all terms of the Contract Documents referenced hereinabove or the time for enforcement thereof. This Guarantee is provided in

addition to, and not in lieu of, City's rights on such Contract.

In accordance with the Special Provisions of the Contract Documents for the Project, Contractor shall timely procure and submit to the City a Maintenance/Warranty Bond(s), issued by an admitted surety acceptable to the City, to secure all maintenance and warranty obligations as may be required under the Contract Documents. Said Maintenance/Warranty Bond(s) shall be in an amount and form as required by, and as acceptable to, the City.

The one-year Warranty/Guarantee period set forth herein does not in any way limit or waive the City's rights to pursue legal action for latent construction defects, in accordance with California Code of Civil Procedure §337.15, nor for patent construction defects in accordance with California Code of Civil Procedure §337.1.

By executing this document, below, Bidder certifies that it has reviewed the content of the Warranty/Guarantee Form, and that it will execute and issue the foregoing Warranty/Guarantee Form as a condition to the acceptance of the Work in accordance with the Contract Documents, including without limitation, Section 6.2 of the Special Provisions.

CONTRACTOR'S SIGNATURE:

Douglas B. Veerkamp

Signature

Douglas B. Veerkamp

Name

President

Title

02/13/26

Date

END OF DOCUMENT 00635

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGMENT OF CITY CODE

DOCUMENT 00640 – ACKNOWLEDGMENT OF CITY CODE

Contractor represents and warrants that it has reviewed all aspects of the South Lake Tahoe City Code which may be applicable to the Project.

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that I have reviewed the South Lake Tahoe City Code, and that Bidder will comply with all aspects of the South Lake Tahoe City Code as may be applicable to the Project.

Date: 02/13/2026 Bidder's Signature: Douglas B. Veerkamp

Bidder's Name and Title (Print): Douglas B. Veerkamp, President

END OF DOCUMENT 00640

PLANET BIDS

City of South Lake Tahoe

BIJOU PARK CONNECTOR TRAIL BN-25-30150037-02

Q&A Deadline February 3, 2026 8:00 AM (PST)

Set 1 Released via Addendum 1 02/04/2026 5:11 PM (PST) – 6 questions

1.1 There is a one full growing season specification for warranty work. However, it states after two full growing seasons contractor responsible for 20% coverage. Does this mean the contract is open for two years following revegetation.

Answer Initial revegetation work will need to be completed prior to contract closure. Growth and coverage milestones will be monitored during the one-year warranty period. Specifications updated to reflect one year monitoring period not two years via addendum one.

1.2 On page 234 for Mulch Application - Is the HydroStraw and tackifier in place of the wood chip application?

Answer Specification updated via addendum one bid docs.

1.3 Can the contractor perform the revegetation prior to fall 2026 to meet the final completion date June 30, 2026?

Answer Initial re vegetation work will need to completed prior to final completion.

1.4 Is this project subject to a Community Workforce Agreement?

Answer No.

1.5 Is prequalification required?

Answer Perspective bidders are required to hold appropriate licenses and insurances and all other legally required documentation to preform work on a public contract. A separate pre-qualification is not required; however, unqualified proposers will be deemed nonresponsive.

1.6 Is this project subject to a Project Labor Agreement (PLA)?

Answer This project is prevailing wage and not subject to a separate PLA.

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CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

BID DOCUMENTATION CERTIFICATION

DOCUMENT 00650 – BID DOCUMENTATION CERTIFICATION

The undersigned hereby certifies, under penalty of perjury, that the bid documentation accompanying this certification constitutes all of the information used in the preparation of the bid submitted on behalf of Bidder, as required to be submitted to the City in accordance with Section 2.3 of the Special Provisions ("Escrow of Bid Documents"). The undersigned further certifies that he/she has personally examined the contents of the bid documentation accompanying this certification, and that the same is complete and satisfies the requirements of Section 2.3 of the Special Provisions ("Escrow of Bid Documents"). **Failure of Bidder to submit an executed Bid Documentation Certification and Bid Escrow Documents within three (3) business days after bid opening will result in a non-responsive bid.**

By my signature which is placed below on behalf of the named Bidder, I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Date: 2/17/2026 Bidder's Signature: [signature]
Bidder's Name and Title ERIC S. MOSER ESTIMATOR

INDEX OF BID ESCROW DOCUMENTS

[Note: Use additional sheets if necessary.]

1) ESTIMATE
2) SUBS USED
3) CONSOLTANT USED
4) SUBS NOT USED
5) SUPPLERS QUOTES
6) ESTIMATE SUMMARY

END OF DOCUMENT 00650

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

DOCUMENT 00700- SPECIAL PROVISIONS

BIJOU PARK CONNECTOR TRAIL

Public Works Contract No. 25-30150037
FORMAL BID No. BN-25-30150037-02

SECTION 1: GENERAL

1.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 1, "General", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents.

(B) Insert the following at the end of Section 1-1.07A, "General", of the Standard Specifications:

> The City may use terms throughout the Special Provisions and the Contract Documents that are defined in sections other than Section 1-1.07B ("Glossary") and/or which may have meanings or definitions that may be similar to or different from those set forth in Section 1-1.07B ("Glossary"). By submitting its bid, Contractor affirms that it has carefully reviewed the Contract Documents and understands the terms as used therein.

(C) Delete the definition of "excusable delay" at Section 1-1.07B, "Glossary", of the Standard Specifications, and insert the following:

> The term "excusable delay" shall have the meaning as set forth in Section 9.10 of the Special Provisions.

(D) Delete Section 1-1.08, "Districts", of the Standard Specifications.

(E) Insert the following at Section 1-1.11, "Web Sites, Addresses and Telephone Numbers", of the Standard Specifications:

Project Manager: City of South Lake Tahoe
Contact: Steve Anderjack
Email: sanderjack@cityofslt.gov
Phone No.: (530) 542-6033

Mailing Address: **City Services Center**
1740 D Street
South Lake Tahoe, CA 96150-6251

1.2 STANDARD SPECIFICATIONS

The term "Standard Specifications" shall mean Standard Specifications of the State of California, Department of Transportation, dated 2023. The term "Standard Plans" shall mean Standard Plans, State of California, Department of Transportation, 2023. Unless otherwise required by the context, whenever in the Standard Specifications, these Special Provisions, or in any documents or instruments where these Standard Specifications govern, and the following terms are used, the intent and meaning of such terms shall be as follows:

STATE, COUNTY, OR CITY, OR
STATE OF CALIFORNIA ..... CITY OF SOUTH LAKE TAHOE

DEPARTMENT OR DEPARTMENT OF
TRANSPORTATION..... CITY OF SOUTH LAKE TAHOE

DEPARTMENT OF ENGINEERING
DIRECTOR OF DIRECTOR OF
TRANSPORTATION..... DEPARTMENT OF PUBLIC WORKS
CITY OF SOUTH LAKE TAHOE

ENGINEER..... CITY ENGINEER OR PROJECT MANAGER OR AUTH. REPRESENTATIVE
CITY OF SOUTH LAKE TAHOE

1.3 BID DOCUMENTS

The Bid Documents as used in these Special Provisions shall consist of the following: Notice to Bidders (Document 00100); Instructions to Bidders (Document 00200); Bid Proposal (Document 00400); Bidder's Bond (Document 00410); Designation of Subcontractors (Document 00420); Verification of DIR Compliance (Document 00423; CARB CRC Compliance (Document 00424); Self-Performance Declaration (Document 00425); Debarment and Suspension Certifications (Document 00430); Non-Collusion Declaration (Document 00432); Worker's Compensation Certification (Document 00435); Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440); Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450); Equal Employment Opportunity Certification (Document 00460); Non-Lobbying Certification (Document 00465); Disclosure of Lobbying Activities (Document 00466); ~~Construction Contract DBE Commitments (Document 00471); DBE Information – Good Faith Efforts (Document 00475);~~ Agreement (Document 00500); Payment Bond Form (Document 00610); Performance Bond Form (Document 00620); Sample Escrow Agreement for Security Deposits In Lieu of Retention (Document 00630); Warranty/Guaranty Form (Document 00635); Acknowledgment of City Code (Document 00640); Bid Document Certification (Document 00650); Special Provisions (which incorporate by

reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2023; the Standard Plans of the State of California, Department of Transportation, dated 2023, and the South Lake Tahoe Public Improvement and Engineering Standards) (Document 00700); Construction Progress Documentation (Document 01300); Contract Construction Drawings (Plans); and any Addenda issued by the City after the initial publication of the Notice to Bidders.

1.4 SPECIFICATIONS AND PLANS

(A) The Work embraced herein shall be governed by, and done in accordance with, the Standard Specifications, the Standard Plans, and the City of South Lake Tahoe Public Improvement and Engineering Standards, insofar as the same may apply, and subject to and in accordance with these Special Provisions, the Project plans and drawings, the technical specifications, and the Contract Documents.

(B) All Contract Documents are intended to be complementary. In case of conflicts among or between the Contract Documents, the order of precedence among and between Contract Documents shall be as follows:

(1) Addenda shall govern over the existing Bid Documents; subsequent Addenda shall govern over prior Addenda only to the extent specified;

(2) Supplemental Conditions, if any, shall govern over the Special Provisions;

(3) Special Provisions shall govern over the General Provisions (Division 1);

(4) The General Provisions (Division 1) shall govern over the Technical Specifications (Divisions 2 through 16) except as otherwise set forth in the Contract Documents;

(5) Special Provisions shall govern over the Standard Specifications, the Standard Plans and the Project plans, and the City of South Lake Tahoe Public Improvement and Engineering Standards; and

(6) Project plans and drawings shall govern over Standard Plans.

(7) Standard Plans and Project plans and drawings shall govern over the Standard Specifications.

The following shall also apply in the event of a conflict or discrepancy:

- Written numbers and notes on a drawing govern over graphics;
- A detail drawing governs over a general drawing; and
- A detail specification governs over a general specification.

In the case of any conflict as between, on the one hand, any plans and drawings, and, on the other hand, the Standard Specifications, Special Provisions, Supplemental Conditions, General

Provisions and/or Technical Specifications, the plans and drawings shall govern in matters of quantity and the Standard Specifications, Special Provisions, Supplemental Conditions, General Provisions and/or Technical Specifications shall govern in matter of quality. In cases of conflict within the plans and drawings involving quantities or within the Standard Specifications, Special Provisions, Supplemental Conditions, General Provisions and/or Technical Specifications involving quality, the greater quantity and higher quality must be provided.

The Work shall be measured and paid for in the units as specified in the Base Bid Schedule, and in accordance with the requirements of the Special Provisions and the Contract Documents.

END OF SECTION 1

SECTION 2: BIDDING

2.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 2, "Bidding", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project. In addition to the provisions in Section 2, "Bidding", of the Standard Specifications, the Contractor's attention is directed to the Notice to Bidders (Document 00100), Instructions to Bidders (Document 00200), Bid Proposal (Document 00400), and these Special Provisions for the requirements and conditions which must be observed in the preparation of the Bid Proposal form and the submission of a complete and responsive Bid.

(B) Delete Section 2-1.02, "Bid Ineligibility", of the Standard Specifications, and replace with the following:

Unless otherwise prohibited by California or federal law and subject to the terms and conditions of the Bid Documents, any responsible contractor qualified and authorized under applicable California law, including without limitation, the Public Contract Code, the Business & Professions Code, the Government Code and the City of South Lake Tahoe City Code, may submit a bid for the Project, subcontract for a portion of the Work and/or supply materials or equipment for the Work.

(C) Delete paragraphs 2 through 4 of the Section 2-1.06A, "General", of the Standard Specifications, and replace with the following:

In accordance with Document 00100.2.09 – Notice to Bidders ("Availability of Bid Documents"), copies of all Bid Documents (including the Bid Proposal), but not including the Standard Specifications and Standard Plans, may be viewed at the Department of Public Works Office, 1740 D Street, South Lake Tahoe, California 96150, and **shall be available after registering as a vender at the following internet address:**

http://www.planetbids.com/portal/portal.cfm?CompanyID=14997#

Standard Specifications and Standard Plans can be viewed and/or downloaded from the California Department of Transportation website.

(D) Delete Section 2-1.06B, "Supplemental Project Information", of the Standard Specifications.

(E) Insert the phrase "Carefully and diligently" at the start of the first sentence of Section 2-1.07, "Job Site and Document Examination", of the Standard Specifications. Insert the following at the end of Section 2-1.07, "Job Site and Document Examination", of the Standard Specifications:

The submission of a Bid is conclusive evidence that the Bidder has investigated and is fully aware of the conditions and difficulties that may be encountered, including the availability of labor and materials to be

provided, of the character, quality and quantities of Work to be performed, and of the requirements of all Bid Documents.

Failure of Bidder to educate itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the Work will be or is now performed, and, so far as possible, the successful Bidder must employ such means and methods in carrying out its Work as will not cause any interruption or interference with any other contractor and/or work undertaken directly by City forces.

Where investigation of subsurface conditions has been made by the City with respect to foundation or other design aspects, Bidders may inspect the City's records of such investigation, including examination of samples and drill cores, if any. When logs of test borings indicating a record of the data obtained by the City's investigation of subsurface conditions are made available, said logs represent only the investigator's opinion as to the character of material encountered in test borings and are made available only for the convenience of Bidders.

Investigation of subsurface conditions is made for the purpose of design, and the City assumes no responsibility, whatsoever, with respect to the sufficiency of test borings, accuracy of the log of test borings, of other preliminary investigations, or in the interpretation thereof. There is no warranty or guarantee, express or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unforeseen conditions may not be encountered. No information derived from such inspection of records of preliminary investigations made by the City, or from the maps, drawings, plans, or Contract Documents relieve Contractor from any risk or from properly fulfilling all the terms of the Agreement. Records of such preliminary investigations as may have been made by the City may be inspected by contacting the City's Authorized Representative as identified in the Notice to Bidders.

Making information available to Bidders is not to be construed in any way as a waiver of the aforesaid provisions, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered. Should Bidder wish to perform any inspection or investigation of the Project site so as to satisfy itself as to the condition(s) that may be encountered, Bidders shall submit a written request to the City, at least two weeks prior to the date specified for the submission of bids, identifying any reasonable inspection or investigation that Bidder wishes to perform. Thereafter, and within the sole discretion of the City, Bidder may be allowed to perform the requested inspections or investigations at the Project site subject to the express satisfaction of any conditions required by the City, including, without limitation, the procurement by Bidder of acceptable insurance

coverage(s) and the performance of the requested inspections or investigations at times and locations as specified by the City.

Bidder must carefully study and compare the requirements of the Contract Documents with each other and must advise the City, in writing, of any errors, inconsistencies or omission discovered. If the Bidder performs any Work knowing it involves a recognized error, inconsistency or omission in the requirement of the Contract Documents, without notice to the City, the Contractor assumes responsibility for such performance and will bear the cost for correction.

(F) Replace the phrase "*Subcontractor List*" with "Document 00420 ("Designation of Subcontractors")" in the first sentence in Section 2-1.10, "Subcontractor List", of the Standard Specifications. Delete the second paragraph in Section 2-1.10, "Subcontractor List", of the Standard Specifications, and insert the following:

Bidder shall utilize Document 00420 ("Designation of Subcontractors") to list the names and locations of all Subcontractors performing more than one-half of one percent of the value of the Work, to provide a description of the subcontracted Work performed by any listed Subcontractor, and to provide all other information required by the Bid Documents, all in accordance with the Subletting and Subcontracting Fair Practices Act (the "Act"), commencing with Section 4100 of the Public Contract Code. The Bidder's attention to invited to the other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

~~(G) Delete the first paragraph of Section 2-1.12B(2), "DBE Commitment Submittal," and replace it with the following:~~

~~Submit DBE information on the "Construction Contract DBE Commitment," Exhibit 15-G, form included in the Bid Documents (Document 00471) with the bid, or alternatively, within four (4) working days after the bid opening.~~

~~(H) Delete the first paragraph of Section 2-1.12B(3), "Good Faith Efforts Submittal," and replace it with the following:~~

~~If you have not met the DBE goal, complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, form included with the Bid Documents (Document 00475) showing that you made adequate good faith efforts to meet the goal, and submit this form with the bid, or alternatively, received by the City within five (5) working days after the bid opening. If the "DBE Information - Good Faith Efforts," Exhibit 15-H, form (Document 00475) is not submitted with the bid, it must be **received** by the Department of Public Works no later than five (5) calendar days after the bid opening.~~

(I) Delete Section 2-1.15, "Disabled Veteran Business Enterprises", of the Standard Specifications.

(J) Delete Section 2-1.18, "Small Business and Non-Small Business Subcontractor Preferences", of the Standard Specifications.

(K) Delete Section 2-1.27, "California Companies", of the Standard Specifications.

(L) Delete Section 2-1.33D, "Opt Out of Payment Adjustments for Price Index Fluctuations", of the Standard Specifications.

(M) Delete Section 2-1.31, "General", of the Standard Specifications, and insert the following:

A separate Bid Proposal (Document 00400) is provided with these Bid Documents. The Bidder's attention is directed to Document 00400.7.0 ("Attached Documents"), which requires Bidder to submit certain enumerated Bid Documents as a material part of the Bid Proposal. **The Bid Proposal shall be submitted as described in, and in accordance with, the Bid Documents, including, without limitation, the Notice to Bidders (Document 00100), Instructions to Bidders (Document 00200), and Bid Proposal (Document 00400).** All Bid Proposals shall set forth, in ink, for each item of work in clearly legible figures, a unit price and a total for the item, in the respective spaces provided and shall be signed by the Bidder, who shall fill out all blanks and provide all information as required in the Bid Proposal forms, and timely submit all aspects of the Bid Proposal forms as required therein.

(N) Delete Section 2-1.33B, "Electronic Bids", of the Standard Specifications.

(O) Insert the following at the end of Section 2-1.34, "Bidder's Security", of the Standard Specifications:

The Bidder's Bond shall conform to Document 00410 ("Bidder's Bond"). All bids shall be presented under sealed cover and accompanied by a proposal guaranty (Bidder's Security) in an amount of not less than 10% of the bid price, as a guarantee the bidder will execute the Agreement with the City upon acceptance of the Bid by the City Council.

(P) Insert the following at the end of Section 2-1.46, "Department's Decision on Bid", of the Standard Specifications:

The City reserves all rights to reject any or all Bids, and to waive any minor irregularity in the completion of the Bid Proposal form within its sole discretion.

(Q) Insert the following at the end of Section 2-1.47, "Bid Relief", of the Standard Specifications:

Attention is directed to the provisions of California Public Contract Code Sections 5100 through 5107 that set forth the criteria and procedures for relief of Bidders, and for authorizing an award of the Agreement to another Bidder.

2.2 DISCLOSURES AND COMPLIANCE CERTIFICATIONS

(A) Public Contract Code Section 10232 (Chapter 466, Stats.1982) provides as follows:

Every contract shall contain a statement by which the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the Contractor has complied with the order which was the basis for the finding. The State may rescind any contract in which the Contractor falsely swears to the truth of the statement required by this section.

A form for the statement required by Section 10232 of the Public Contract Code is located at Document 00430 ("Debarment and Suspension Certifications"). By executing Document 00430 ("Debarment and Suspension Certifications"), the Contractor acknowledges compliance with Section 10232 of the California Public Contract Code.

(B) In accordance with Public Contract Code Section 7106, a Non-Collusion Declaration is included at Document 00430 ("Non-Collusion Declaration").

(C) In accordance with Section 4552 of the Government Code, Bidder shall conform to the following requirements:

In submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

(D) The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the Contractor must include these assurances.

Failure of the Contractor to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to self-performance certifications and escrowed bid documents, where applicable, may subject the Contractor to a determination of the Contractor's responsibility in the event it is the apparent low bidder on future City public works contracts.

2.3 ESCROW OF BID DOCUMENTS

(A) SCOPE:

(1) The three (3) apparent lowest bidders shall submit, within three (3) business days after opening of bids, one (1) copy of all documentary information generated in preparation of the bid price for the Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents submitted by any bidder that is not awarded the Agreement shall be promptly returned by the City subsequent to the award of the Agreement. The Escrow Bid Documents will be held in escrow for the duration of the Agreement. Any other bidders considered for the award of the Agreement shall also comply with this provision, if required by the City.

(2) The Contractor agrees, as a condition of award of the Agreement, that the Escrow Bid Documents constitute the complete, only and all of the information used in preparation of the bid, and that no other bid preparation information will be considered in resolving claims or disputes.

(3) Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

(B) SAFEGUARDING OF ESCROW BID DOCUMENTS:

The Escrow Bid Documents are and will always remain the property of the Contractor, subject only to joint review by the City and the Contractor, as provided herein. The City expressly acknowledges that the Escrow Bid Documents constitute the Bidder's proprietary and confidential information. The City agrees to cooperate with Contractor to safeguard the Escrow Bid Documents and all the information contained therein against disclosure to the fullest extent permitted by law.

(C) PURPOSE:

Escrow Bid Documents may be used to assist in the negotiation of the settlement of claims, disputes and other controversies, including disputes concerning chance orders. They will not be used for evaluation of the successful Contractor's anticipated means and methods of construction.

(D) FORMAT AND CONTENTS:

(1) The Contractor may submit Escrow Bid Documents in its usual cost-estimating format. Escrow Bid Documents shall be adequate to enable complete understanding and proper interpretation for their intended use.

(2) The Escrow Bid Documents shall clearly itemize the estimated costs of performing the work. Items shall be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, labor, equipment, calculations of rate production and progress, copies of quotations from subcontractors and suppliers, and memoranda, narratives, consultants' reports, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs shall be broken down into the Contractor's usual estimate categories, such as direct labor, repair labor, material, equipment, construction equipment operation, construction equipment ownership, expendable materials, materials and subcontractor costs as appropriate. Plant and equipment, indirect costs shall be detailed in the Contractor's usual format. The Contractor's allocation of plant and equipment, indirect costs, contingencies, markup and other items shall be included.

(3) All costs shall be identified for all items. For bid items amounting to less than $10,000.00, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, construction equipment, expendable materials and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

(4) Bidding materials provided by the City shall not be included in the Escrow Bid Documents unless needed to comply with the requirements of this section.

(E) SUBMITTAL:

(1) The Escrow Bid Documents shall be submitted in a sealed container(s) within three (3) business days after opening of bids. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documents."

(2) The Escrow Bid Documents shall be accompanied by an index to inventory the contents of the submittal and a Bid Documentation Certification (Document 00650), signed by the individual who executed the bid proposal, stating that the material in the Escrow Bid Documents constitutes all documentary information used in preparation of the bid and that he/she has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container(s)

are complete and organized as shown by the Contractor's index.

(3) Prior to award, the Escrow Bid Documents of the Contractor will be unsealed, examined, organized, and inventoried by representatives of City, together with members of the Contractor's staff who are knowledgeable in how the bid was prepared.

This examination is to ensure that the Escrow Bid Documents are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. This examination is subject to the condition that, as trade secrets, the Escrow Bid Documents are proprietary and confidential as described in Paragraph B. Examination will not alter any condition(s) or term(s) of the Agreement.

If all the documentation required in Paragraph D, "Format and Contents," has not been included in the original submittal, additional documentation shall be submitted, at the City's sole discretion, prior to award of the Agreement.

If the Agreement is not awarded to the lowest bidder, the Escrow Bid Documents of the next lowest bidder shall be processed as described above and all terms and conditions of this Section shall be applicable to said bidder.

(4) Timely submission of complete Escrow Bid Documents is an essential element of the Contractor's responsibility and a prerequisite to contract award. **FAILURE TO PROVIDE THE NECESSARY ESCROW BID DOCUMENTS WILL BE SUFFICIENT CAUSE FOR THE CITY, IN ITS SOLE DISCRETION, TO REJECT THE BID**. If the Contractor's proposal is based on subcontracting any part of the work, each subcontractor, whose total subcontract price exceeds $150,000, shall provide separate Escrow Bid Documents to be submitted with those of the Contractor. These submittals will be examined in the same manner and at the same time as the examination described above. If the Contractor wishes to subcontract any portion of the work or requests substitutions of any subcontractor after award, the City retains the right to require the Contractor to submit Escrow Bid Documents from the proposed subcontractor before the subcontract or substitution is approved.

(5) Escrow Bid Documents submitted by unsuccessful Contractors will be returned, unless as provided above, as soon as they are no longer needed by City.

(F) STORAGE:

The Escrow Bid Documents will be stored, for the life of the Agreement, at the City's offices. The City will pay the cost of storage.

(G) EXAMINATION:

(1) The Escrow Bid Documents shall be examined by the City and Contractor, at any time deemed necessary by either the City or the Contractor, in the event of any claims or disputes arising upon the Project, including, without limitation, any disputes arising from the pricing of any claim, change or extra work.

(2) Examination of the Escrow Bid Documents is subject to the following conditions:

(a) The Escrow Bid Documents shall be considered proprietary and confidential.

(b) The City and the Contractor shall each designate, in writing to the other party with a minimum of five (5) days notice prior to examination, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents.

(c) Access to the Escrow Bid Documents under this paragraph will take place only in the presence of duly designated representatives of both the City and the Contractor.

(H) FINAL DISPOSITION:

The Escrow Bid Documents will be returned to the Contractor at such time as the Agreement has been completed and/or final settlement of any dispute(s) has been achieved subsequent to final completion.

2.4 FEDERAL AID PROJECT REQUIREMENTS

The work will be funded, in whole or part, with Federal funds. The following provisions supplement the Contract Documents with additional federal requirements that may be applicable, and are intended to be compatible with the Contract Documents and these Special Provisions, not to conflict therewith. Contractor shall review and comply with all applicable federal requirements, regardless as to whether such requirements are expressly or implicitly called for in the Bid Documents or the Contract Documents. In the event that the federal requirements conflict with other Contract Document provisions, or are otherwise ambiguous, the provisions shall be interpreted to require maximum compliance with any and all applicable laws.

See the provisions below and the Standard Specifications, including, without limitation, Section 7-1.11. Form FHWA 1273, as set forth in Standard Specification Section 7-1.11B, is included in the Agreement. Contractor shall ensure that Form FHWA 1273 is physically incorporated (and not incorporated by reference) into each subcontract and lower-tier subcontracts. Additionally, Contractor shall strictly comply with all requirements and obligations arising from any federal laws, statutes and regulations as may be applicable to this Project, including, without limitation, Title 7 of the Code of Federal Regulations, Part

3016, and, specifically, all laws, statutes, regulations, requirements, and obligations as set forth in 7 CFR § 3016.36(i).

2.4.1 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," (Document 00466) with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the City's Authorized Representative.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

~~2.4.2 SUBCONTRACTOR AND DBE RECORDS~~

~~The Contractor shall maintain records showing the name and business address of each first tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.~~

~~Upon completion of the Agreement, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the City's Authorized Representative. The form shall be furnished to the City's Authorized Representative within 90 days from the date of contract acceptance. The amount of $10,000 will be withheld from payment until a satisfactory form is submitted.~~

~~Prior to the fifteenth of each month, the Contractor shall submit documentation to the City's Authorized Representative showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the City's Authorized Representative showing the amount paid by DBE trucking companies to all firms, including City operators, for the leasing of trucks. If the DBE leases trucks from a non DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.~~

~~The Contractor shall also obtain and submit documentation to the City's Authorized Representative showing the truck number, City's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the City of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).~~

~~2.4.3 DBE CERTIFICATION STATUS~~

~~If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the City's Authorized Representative.~~

~~Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the City's Authorized Representative within 90 days from the date of contract acceptance.~~

2.4.4 PERFORMANCE OF SUBCONTRACTORS

The form for listing the subcontractors as required in Section 2-1.10, "Subcontractor List," of the Standard Specifications, as modified by the Special Provisions, is found at Document 00420 ("Designation of Subcontractors"), which describes the information to be provided with respect to each listed subcontractor. The Contractor is directed to Public Contract Code Section 4100, *et seq*. (Subletting and Subcontracting Fair Practices Act) related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. *See* Section 5-1.13B ("Disadvantaged Business Enterprises") of the Standard Specifications.

~~2.4.5 DBE COMMITMENT FORMS~~

~~A "Construction Contract DBE Commitment" form is included in the Bid Documents (Document 00471) to be executed by the Contractor, and shall be submitted with the Bid, or alternatively, received by the City within five (5) working days after the bid opening. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.~~

~~The Contractor's "Construction Contract – DBE Commitment" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A Contractor certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.~~

~~The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the Contractor is encouraged to submit a copy of the joint venture agreement.~~

2.5 BUY AMERICA REQUIREMENTS

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials
All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products
Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of

the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials
Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

END OF SECTION 2

SECTION 3: CONTRACT AWARD AND EXECUTION

3.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 3, "Contract Award and Execution", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) Delete the "except" in the first paragraph and the following two numbered paragraphs in Section 3-1.02B, "Tied Bids", of the Standard Specifications.

(C) Delete the three paragraphs in Section 3-1.04, "Contract Award", of the Standard Specifications, and insert the following:

If the City awards the Agreement, it will be awarded within 90 days of opening of the bids to the lowest responsible bidder whose proposal complies with all the requirements prescribed (unless the City and Bidder(s) have agreed in writing to extend the time to make an award of contract).

Pursuant to Document 00200 – Instructions to Bidders, Article 26 ("Bid Protests"), Bid Protests shall be received by the Public Works Director, City of South Lake Tahoe, at 1740 D Street, South Lake Tahoe, California 96150-6251, before 4:00 p.m. no later than ten (10) working days following the bid opening.

(D) At Section 3-1.05, "Contract Bonds (Pub Cont Code §§ 10221 and 10222)", of the Standard Specifications, replace the phrase "furnish 2 bonds" with the phrase "furnish Contract Bonds, which shall include all bonds as required under the Contract Documents and the following:"

(E) At Section 3-1.05.2, "Contract Bonds (Pub Cont Code §§ 10221 and 10222)", of the Standard Specifications, replace the phrase "equal to at least 50 percent of the total bid" with the phrase "equal to at least 100 percent of the total bid".

(F) Delete Section 3-1.08, "Small Business Participation Report", of the Standard Specifications.

(G) Delete Section 3-1.11, "Payee Data Record", of the Standard Specifications.

(H) Delete entirely, Section 3-1.18, "Contract Execution", of the Standard Specifications, and replace with the following:

The fully executed Agreement shall be executed by the successful Bidder and shall be returned, together with all required (and completed) Contract Bonds on the approved forms (including the Payment Bond (Document 00610) and Performance Bond (Document 00620)), certificates of insurance (with endorsements) and all other documents required to be completed and submitted pursuant to the Contract Documents, to the City

so that all required documents and information are received within ten (10) calendar days after the Bidder has received the Notice of Award from the City. Bidder's failure to promptly execute the Agreement and to return all required documents and information, including, without limitation, certificates of insurance (with endorsements) to the City shall be just cause for forfeiture of the Bidder's Security.

3.2 CONTRACT BONDS

Contract Bonds required as prescribed in this Section 3 of the Standard Specifications, as modified by the Special Provisions and Contract Documents, shall include a Performance Bond equal to one hundred percent (100%) of the amount of the Agreement, and a Payment Bond equal to one hundred percent (100%) of the Agreement, and any other bonds, including any Maintenance and Warranty Bond, as may be required by the City. The form of the Performance Bond (Document 00620) and the Payment Bond (Document 00610) to be provided by the successful Bidder are included within the Bid Documents.

3.3 BUSINESS AND PROFESSIONS TAX

Chapter 3.35 of the South Lake Tahoe City Code requires that any person carrying on any business, trade, profession, calling, or occupation in the City must first procure a Business and Professions Tax Certificate from the City.

The successful bidder and any subcontractors shall complete an application and pay the required fees for the Business and Professions Tax prior to starting work on the contract.

Information regarding the Business and Professions Tax may be obtained by calling the City of South Lake Tahoe Permits and Revenue Division at (530) 542-6012.

END OF SECTION 3

SECTION 4: SCOPE OF WORK

4.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 4, "Scope of Work", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) At Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)", of the Standard Specifications, delete the phrase from the Section heading "(23 CFR 635.109)".

(C) At Section 4-1.06B, "Contractor's Notification", of the Standard Specifications, delete the phrase "Promptly notify the Engineer if you find either of the following conditions:" and replace with the following phrase: "Promptly notify the Engineer, in writing, and in any event no later than twenty-four (24) hours after discovery, and before such conditions are disturbed, if you find either of the following conditions:".

(D) At Section 4-1.07A, "General", of the Standard Specifications, delete the word "Reserved" and insert the following: "The application and implementation of the Value Engineering provisions to the Project, if at all, shall remain within the sole discretion of the City, and the City shall under no circumstances, at any time, be required or obligated to review or accept any Value Engineering Change Proposal."

(E) Delete Section 4-1.07C, "Value Analysis Workshop", of the Standard Specifications.

4.2 CHANGES AND EXTRA WORK

Delete Sections 4-1.05A "General" and 4-1.05B "Work-Character Changes", of the Standard Specifications, and replace with the following:

4-1.05A GENERAL

The City may, at any time, and without notice to the Contractor's surety or sureties, make or order changes in the Work within the general scope of the Contract Documents, including, but not limited to, additions, deletions or other revisions, and/or changes in the Contract Documents or in the method and manner of performing the Work. Such changes shall be ordered or documented by:

(a) Field Modification, which is a written instruction, clarification or additional information communicated by the City or its authorized representative to Contractor directing or authorizing a minor adjustment in the Work or the requirements of the Contract Documents that does not change the Contract Sum or Contract Time;

(b) Change Order, which is a written amendment to the Contract Documents, changing the Work, and/or the Contract Documents, and/or the Contract Sum, and/or the Contract Time; or

(c) Construction Change Directive.

4-1.05B CHANGES AND EXTRA WORK

4-1.05B(1) Upon request by the City, Contractor shall promptly provide the City with Contractor's proposed cost and time estimates detailing the amount to be added to or deducted from the Contract Sum and/or Contract Time due to any proposed change. Within five (5) calendar days, or as otherwise directed in writing by the City, Contractor shall promptly provide the City with Contractor's detailed, itemized proposal, which must include: (i) detailed estimates and other documentation supporting the proposed cost; and (ii) any required adjustments to the Contract Time known by the Contractor to be directly or indirectly attributable to the proposed change. All requests for adjustment to the Contract Time shall be supported by a detailed schedule analysis in accordance with, and as specified in, Document 01300 ("Construction Progress Documentation").

4-1.05B(2) Should Contractor fail to promptly submit the required information and documentation as required or requested by the City, or, after Contractor has timely submitted its cost and time proposal, the City and Contractor fail to successfully negotiate or agree on the adjustment, if any, to the Contract Sum and/or Contract Time associated with the proposed changed work, the City may issue a Construction Change Directive. The Construction Change Directive shall constitute the City's final determination with respect to the adjustment, if any, to the Contract Sum and/or Contract Time due to the proposed change request, and Contractor must immediately proceed with the Work as directed by the City. If warranted in the judgment of the City, the Contract Sum and/or Contract Time may be changed pursuant to the Construction Change Directive in accordance with the City's estimate of cost and time associated with the change request. If Contractor disputes any portion of the Construction Change Directive, Contractor must maintain all time and materials records for "Force Account" Work as specified in Section 9-1.04, "Force Account" of the Standard Specifications, as modified by the Special Provisions. If Contractor fails to maintain such records or fails to submit such records within ten (10) calendar days following completion of the added Work, the City's estimate will be used for the purpose of final adjustment, if any, to the Contract Sum and/or Contract Time. In the event Contractor disputes the adjustment, if any, to the Contract Sum and/or Time pursuant to the Construction Change Directive, Contractor's sole and exclusive remedy shall be to pursue a claim in strict accordance with the requirements of Sections 8 and 9 of the Special Provisions, including, without limitation, Section 9.11 ("Claims and Dispute Resolution"). In the event of any dispute between City and Contractor concerning any Construction Change

Directive (or Change Order), Contractor shall not stop work but will prosecute the Work diligently to completion in the manner directed by City, and the dispute shall be resolved in strict accordance with the requirements of Sections 8 and 9 of the Special Provisions, including, without limitation, Section 9.11 ("Claims and Dispute Resolution").

4-1.05B(3) At the request of the City, a representative(s) on behalf of the Contractor with authority to execute Change Orders shall promptly meet in person, with the City's Authorized Representative or his/he designee, at the City's offices, to attempt to resolve any disputes regarding adjustments to the Contract Sum and/or Contract Time arising from any proposed change request.

4-1.05B(4) When Work is deleted, the City is entitled to a credit for the deleted Work. The credit adjustment to the Contract Sum and/or Contract Time for deleted Work will be determined in accordance with the Contract Documents, including, as applicable, Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions. Unless the City and Contractor agree otherwise pursuant to a Change Order, the credit adjustment to the Contract Sum shall be determined based upon the unit prices (or lump sum prices) for the scope of the deleted Work as set forth in Contractor's Bid Proposal and/or Schedule of Values, plus an additional 15% for overhead and profit. However, in the event the City determines that the unit prices (or lump sum prices) associated with the deleted Work, as set forth in Contractor's Bid Proposal and/or Schedule of Values, do not provide an accurate or appropriate basis for determining the credit adjustment to the Contract Sum, the City may determine the appropriate adjustment in any reasonable manner.

If Contractor has ordered acceptable material for the deleted Work before the date of notification of such deletion by the City, and if orders for such material cannot be canceled, such material will be paid for by the City at Contractor's actual cost. In such case, the material paid for will become the City's property and the City will pay the actual cost of any further handling. If the material is returnable to the vendor and if the City so directs, Contractor must return the material and the City will pay the actual costs of returning the material, including reasonable and verifiable handling and restocking charges. The actual costs or charges to be paid by the City to Contractor for deleted materials as provided in this paragraph will be computed in the same manner as if the Work were to be paid for on a "Force Account" basis in accordance with Section 9-1.04, "Force Account" of the Standard Specifications, as modified by the Special Provisions.

4-1.05B(5) Contractor's written acceptance of a Change Order constitutes a final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect or consequential. Pursuant to Public Contract Code §7100, Contractor may

specifically exclude individual Change Order items from operation of the Contractor's written acceptance of the Change Order and waiver of all claims in connection therewith. However, a general statement that Contractor reserves its right to seek a further adjustment of the Contract Sum and/or Contract Time at a future date for the Work, including Work associated with the Change Order, will not be permitted. If Contractor disagrees with any terms or conditions of a Change Order, Contractor must sign it with the statement "Signed Under Protest" and attach a written statement detailing the basis of the disagreement. The written statement detailing the basis of the disagreement must specifically identify each item to be excluded from the Contractor's waiver and state why Contractor is unable to determine the adjustment of the Contract Sum and/or Contract Time arising from the items excluded in the Contractor's release.

4-1.05B(6) Adjustments, if any, to the Contract Sum and/or Contract Time by reason of any modifications of the Work as set forth in a proposed change, shall be set forth in a Change Order or Construction Change Directive, and shall be determined by one or more of the methods, as elected by the City, as authorized pursuant to Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

4-1.05B(7) Unless the City and Contractor agree otherwise pursuant to a Change Order, the following shall apply:

(a) During the first sixty (60) calendar days of any Compensable Delay, Contractor shall not be entitled to any separate mark-up on its labor, material or equipment costs, or those incurred by its subcontractors or suppliers, including, without limitation, any mark-up for overhead, profit or general conditions otherwise allowed on labor, materials and equipment pursuant to Section 9-1.04, “Force Account”, and Section 9-1.05, Extra Work Performed by Specialists, of the Standard Specification. In accordance with the Contract Documents, including, without limitation Document 00400.4.2 (“Bid Proposal”), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay is the amount set forth in Document 00400.4.2 (“Bid Proposal”). This sum shall represent the exclusive and sole amount (*i.e.*, payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of Compensable Delay at the Project.

(b) After the first sixty (60) calendar days of any Compensable Delay, delay costs, if allowable, inclusive of all direct and indirect costs,

expenses and damages (including, without limitation, jobsite and home office overhead costs and extended general conditions), arising from a Compensable Delay shall be determined in accordance with Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

4-1.05B(8) Any alteration or alterations made in the plans and specifications, which are a part of the Contract Documents, or any provision of the Contract Documents, shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

4-1.05B(9) In giving instructions, the City shall have authority to make minor changes in the Work. The City, through its designee, shall be authorized to issue written changes in an amount established on behalf of the City Council. Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of such written order, and no claim for an adjustment to the Contract Sum and/or the Contract Time shall be valid unless the additional work was so ordered in writing by the City prior to the start of the additional work.

END OF SECTION 4

SECTION 5: CONTROL OF WORK

5.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 5, "Control of Work", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) All references to "day" or "days" within Section 5, "Control of Work", of the Standard Specifications, shall refer to **calendar days** unless expressly noted otherwise.

(C) All references to "highway" within Section 5, "Control of Work", of the Standard Specifications, shall refer to the "right-of-way" unless expressly noted otherwise.

(D) Delete the last paragraph at Section 5-1.01, "General," of the Standard Specifications.

(E) Delete Section 5-1.02, "Contract Components," of the Standard Specifications.

(F) Delete the first paragraph of Section 5-1.06, "Protests," of the Standard Specifications and replace with the following:

You may protest a written determination or response by the Engineer, including, but not limited to, the issuance of a Construction Change Directive or RFI response, in accordance with the requirements of Sections 4, 5 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

(G) Delete Section 5-1.09, "Partnering," of the Standard Specifications.

(H) Delete the phrase "Except for a building-construction non-federal-aid contract," from the fifth paragraph of Section 5-1.13A, "General," of the Standard Specifications.

(I) Delete Section 5-1.13C, "Disabled Veteran Business Enterprises," of the Standard Specifications.

(J) Delete Section 5-1.13D, "Non-Small Businesses," of the Standard Specifications.

(K) Delete Section 5-1.20C, "Railroad Relations," of the Standard Specifications.

(L) Delete Section 5-1.20E, "Water Meter Changes," of the Standard Specifications.

(M) Delete all paragraphs under Section 5-1.26, "Construction Surveys," of the Standard Specifications, and replace with the following: "Contractor is responsible for all survey staking, including all costs and impacts arising therefrom."

(N) Delete Section 5-1.36C, "Railroad Property," of the Standard Specifications.

(O) Delete Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications.

(P) Delete the sentence, "The Engineer responds to the RFI within 5 business days" at Section 5-1.42, "Requests for Information", of the Standard Specifications, and replace with the sentence "The City or its designee responds to the RFI within 10 calendar days".

(Q) Delete Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications, and replace with the following:

5-143 CONTRACT CLAIM RECORDS

5-1.43A Initial Contract Claim Record

Initial Contract Claim records submitted by the Contractor shall include, at a minimum, the following:

1. Complete nature and circumstances causing the claim.

2. Contract specifications supporting the basis of a claim.

3. Estimated claim cost and an itemized breakdown of the individual costs stating how the estimate was determined.

4. TIA submitted in accordance with Document 01300.3.07 ("Time Extensions").

5-1.43B Final Contract Claim Record

Final Contract Claim records submitted by the Contractor shall include, at a minimum, the following:

1. Detailed factual account of the events causing the claim, including:

1.1. Pertinent dates

1.2. Locations

1.3. Work items affected by the claim

2. Contract documents supporting the claim and a statement of the reasons these parts support entitlement

3. Itemized cost breakdown if a payment adjustment is requested. Segregate costs into the following categories:

3.1. Labor, including:

3.1.1. Individuals

3.1.2. Classifications

3.1.3. Regular and overtime hours worked

3.1.4. Dates worked

3.2. Materials, including:

3.2.1. Invoices

3.2.2. Purchase orders

3.2.3. Location of materials either stored or incorporated into the work

3.2.4. Dates materials were transported to the job site or incorporated into the work

3.3. Equipment, including:

3.3.1. Detailed descriptions, including make, model, and serial number

3.3.2. Hours of use

3.3.3. Dates of use

3.3.4. Equipment rates at the rental rate listed in Labor Surcharge and Equipment Rental Rates in effect when the affected work related to the claim was performed

4. Detailed account of the time impact if a time adjustment is requested:

4.1. Dates for the requested time.

4.2. Reasons for a time adjustment.

4.3. Contract documentation supporting the requested time adjustment.

4.4. TIA. Any TIA must be submitted in accordance with Document 01300.3.07 ("Time Extensions"), and demonstrate entitlement to a time adjustment.

5. Identification and copies of your documents and copies of communications supporting the potential claim, including certified payrolls, bills, canceled checks, job cost reports, payment records, and rental agreements.

6. All other relevant information, references, and arguments that support the claim.

(R) Delete Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications.

5.2 SUBCONTRACTING

In addition to the requirements set forth in Section 5-1.13, "Subcontracting", of the Standard Specifications, the following shall be applicable to this Project:

The form for listing the subcontractors as required in Section 2-1.33C, "Subcontractor List," of the Standard Specifications, as modified by the Special Provisions, is found at Document 00420 ("Designation of Subcontractors"). Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Section 7028.15(a) and 7031.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: http://www.dir.ca.gov/DLSE/Debar.html.

5.2.1 SUBLETTING AND SUBCONTRACTING

(A) The Contractor must adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code section 4100. Subcontractor substitutions must be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code section 4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action pursuant to the Subletting and Subcontracting Fair Practices Act.

(B) The Contractor is responsible for all Work performed pursuant to the requirements of the Contract Documents, including Work subcontracted to others. All persons engaged in the Work of the Project are the responsibility of and subject to the control of the Contractor.

(C) No subcontractor will be recognized as such, and all persons engaged in the Work will be considered as employees of Contractor who is responsible for their work, which is subject to all the provisions of the Contract Documents.

(D) When any subcontractor fails to execute a portion of the Work in a manner satisfactory to City, the Contractor must remove such subcontractor immediately

upon written notice from City, and the Subcontractor must not again be employed on the Project.

(E) Although the Bid Documents and Contract Documents are divided into Documents, Articles, Parts, Sub-Parts and Divisions, Sections, and Paragraphs, *etc*., they are not intended to provide a basis for the bidding, assignment, or performance of the Work. Contractor is fully responsible for assigning the Work to the various subcontractors, suppliers and vendors that will be bidding or performing the Work. The City will not entertain requests to arbitrate or decide disputes among subcontractors or between the Contractor and subcontractor(s) concerning responsibility for performing any part of the Work.

(F) Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" as set forth in the Standard Specifications. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5.2.2 SUBCONTRACT RELATIONS

(A) By an appropriate agreement, Contractor shall require each subcontractor and supplier, to the extent of that subcontractor's or supplier's Work, to be bound to Contractor by the terms of the Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by these Contract Documents, assumes toward City.

(B) Said subcontracts and agreements must preserve and protect City's rights pursuant to the Agreement with respect to the subcontractor's or suppliers Work so the subcontracting thereof will not prejudice such rights. Contractor must require each subcontractor to enter into similar agreements with its sub-subcontractors.

(C) Contractor must make available to each proposed subcontractor and supplier, prior to execution of the subcontract or agreement, copies of the Contract Documents to which the subcontractor or supplier will be bound and, upon written request of the subcontractor or supplier, identify to the subcontractor or supplier any terms and conditions of the proposed subcontract or agreement that may be at variance with the Agreement. Each subcontractor must similarly make copies of all such Documents available to its proposed sub-subcontractors.

5.2.3 CONTROL OF SUBCONTRACTORS

(A) The Contractor shall:

(1) Schedule and coordinate the Work of all subcontractors;

(2) Instruct all subcontractors to consult with other subcontractors to ascertain the locations of their various materials including stored materials

and to familiarize themselves with their own material locations, making such changes as required to obtain the best results;

(3) Instruct all subcontractors to schedule their Work and cooperate with the other subcontractors to avoid delays, interferences, and unnecessary work, to conform to the schedule of operations as indicated in the progress schedule, and make installations when and where directed;

(4) Make all necessary changes, including removing and reinstalling of materials, at their sole expense if they fail to check with other subcontractors, and their installed Work is later found to interfere with Work of other subcontractors; and

(5) Follow up to ensure that all subcontractors install their Work when and where directed, and in accordance with the Contract Documents.

5.2.4 APPLICATION OF CITY CODE TO SUBCONTRACTORS

The Contractor shall incorporate by explicit reference all pertinent requirements of the South Lake Tahoe City Code in all subcontracts and supplier agreements.

5.3 SELF-PERFORMANCE REQUIREMENTS

Contractor shall complete, as part of the Bid Documents, the Self-Performance Declaration (Document 00425 ("Self-Performance Declaration")) confirming the Contractor will perform, with its own organization, contract work amounting to not less than 30 percent of the amount of the original total bid for the Work.

5.4 AUDITS AND ACCESS TO RECORDS

In addition to the requirements set forth in Section 5-1.27, "Records", of the Standard Specifications, the following shall be applicable to this Project, and in the event of a conflict between this Section and Section 5-1.27, "Records", of the Standard Specifications, the more strict and stringent requirement shall apply:

(A) The Contractor must maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost Application, or other request for equitable adjustment. City and its representatives will have access upon 24 hours advanced written notice, at all times during normal business hours, to all Contractor's books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, and all other relevant information and documentation for the purposes of inspection, audit, and copying. The Contractor will, at no cost to City, provide proper facilities for such access, inspection and copying purposes.

(B) Contractor agrees to include and make the requirements of this section applicable to all subcontracts, of any tier, or purchase orders in excess of $10,000, at any tier.

(C) The Contractor agrees to provide all information and reports resulting from access to records to City and other affected parties.

(D) Records must be maintained and made available during the performance of Work and for five (5) years after final payment, and until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Agreement, to any change order, to any dispute, to any litigation, to the settlement of any claim arising out of such performance, or to the cost or items to which an audit exception has been taken, must be maintained and made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later.

(E) The right of access provisions of this section applies to all financial records pertaining to this Agreement:

(1) to the extent the records pertain directly to Contract performance under the Agreement;

(2) to the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to this Agreement including Change Orders;

(3) to the extent there is any indication of violation of the California False Claims statute or that fraud, gross abuse, or corrupt practices may be involved;

(4) if the Agreement is terminated for default or convenience.

(F) Access to records is not limited to the required retention periods. City's Authorized Representative or designee will have access to records at any reasonable time for as long as the records are maintained.

5.5 PROJECT APPEARANCE

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

The Contractor shall maintain a neat appearance to the work. In the area visible to the public, excess material and debris developed during the construction of all phases of the project shall be removed and disposed of at an approved site on a daily basis. All waste material generated shall be disposed of the same day the waste material is generated. No waste material shall be stored within the project area, or the City. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various Agreement items of Work involved and no additional compensation will be allowed therefore.

5.6 STORAGE OF EQUIPMENT

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

If authorized by the Contract Documents, portions of certain parcels, as shown on the plans or as designated in these General Provisions, may be available, or made available, for the Contractor's use. The limits of these available areas shall be fenced with orange construction fencing or temporary chain link fence at the Contractor's option. Such areas, if designated in the Contract Documents, are limited to existing paved and heavily disturbed areas, and no disturbance of areas outside the designated storage areas will be allowed.

If the Contractor wishes to negotiate with private property owners for additional storage or staging areas, the Contractor is solely responsible for obtaining (and paying for) all required permits from TRPA, California Regional Water Quality Control Board – Lahontan Region (Regional Board) any other regulatory entity, and the City. In the event that Contractor requests and obtains permission from any property owner(s) to utilize their property(ies) for additional storage or staging, Contractor shall promptly submit to the City, and before utilizing any such property(ies) for storage or staging, written permission on behalf of said property owner(s). At the City's sole discretion, and before Contractor commences use of any such property(ies) for storage or staging, the City may require that the property owner(s) sign a release of liability/waiver form exonerating the City of responsibility for any liability or damage, including, without limitation, death, personal injury or property damage, associated with such use of his/her/its property(ies).

Storage sites may require special use permits issued by local and regional agencies. The Contractor is responsible to pay for and secure all permits and to revegetate any areas which may have been disturbed by the Contractor's use of the sites.

Storage and staging areas shall be maintained in strict accordance with the Storm Water Pollution Prevention Plan for the project, as approved by the Regional Board. Under no circumstances shall the Contractor violate any of the terms of the plan. In the event the Regional Board or TRPA issues fines or stop work orders, it shall be the Contractor's sole responsibility to pay the fines, whether issued to the City or Contractor and no additional calendar days will be granted as a result of failure to satisfy the requirements of the Regional Board or TRPA.

In the event that Contractor chooses to utilize storage and staging areas or additional storage and staging areas, including, without limitation, private property(ies), Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its officials, officers, City Council members, employees, agents, the, the Project Manager and the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, the use of said storage and staging areas or additional storage and staging areas. The obligations of defense and indemnity set forth in this Section, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend),

which would otherwise exist as to a party or person described elsewhere in the Contract Documents.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

5.7 DUST CONTROL

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

The Contractor shall prevent the generation of dust due to his operations in the construction zones, along the haul routes, or equipment parking zones. This may consist of water sprinkling, applying dust palliative or an equivalent service, provided it is not in conflict with requirements of any agency's water quality regulations having jurisdiction in that area. The Contractor shall endeavor, whenever possible, to restrict the use of water to control dust nuisance due to the current need to conserve water.

In the event the control of dust is not satisfactory to the City, the City shall take such measures as may be necessary to insure satisfactory dust control and deduct the cost of measures from any payments due the Contractor.

Dust control shall be in strict accordance with the Storm Water Pollution Prevention Plan for the project, as approved by the Regional Board. Under no circumstances shall the Contractor violate any of the terms of the plan. In the event the Regional Board or TRPA issues fines or stop work orders, it shall be the Contractor’s sole responsibility to pay the fines, whether issued to the City or Contractor and no additional calendar days will be granted.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the prices paid for the various items of work involved; no additional compensation will be provided therefor.

5.8 WASTE MATERIAL

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

All waste material shall become the property of the Contractor and shall be disposed of at a site approved by all local and regional agencies.

Storage, removal, and disposal of waste material and revegetation of storage areas shall be the responsibility of the Contractor.

If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City, or, if material is to be disposed of and the City

has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the public street/ right of way and/or City owned property and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the public street right of way and/or City owned property, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.

When any material is to be disposed of outside the public street right of way and/or City owned property, and the City has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on such property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization.

When material is disposed of as above provided and the disposal location is visible from a public street, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

Where the City has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all bidders an equal opportunity to dispose of the materials on the property. Contractor may, upon written request, inspect the documents evidencing the arrangements between property owners and the City. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

Such arrangements are not a part of the Agreement and it is expressly understood and agreed that the City assumes no responsibility to the Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property.

In those instances in which the City has compiled “Materials Information” as referred to in the Standard Specifications, the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners’ properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 5.8 concerning the documents.

The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials

which may be disposed of on the property and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.

Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:

(1) Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the City and the property owner. The document will be prepared by the Engineer for execution by the Contractor, or

(2) Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the City of any and all obligations under the City's arrangement with the owner.

(3) Acquired written permission from the Tahoe Regional Planning Agency if the material is to be disposed of within the Tahoe Basin.

If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City and the Contractor shall pay those charges that are provided for in the arrangement made by the City with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the contract sufficient to cover the charges for the material disposed of.

If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the contract to cover the charges.

Before acceptance of the Agreement, the Engineer may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either - (1), the arrangement between the City and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.

The Contractor shall notify the City's Authorized Representative immediately in the event that any soil is contaminated by the Contractor's operations and shall furnish to the City's Authorized Representative satisfactory evidence that an agreement has been entered into with the property owners of the waste disposal site to receive this contaminated soil.

Waste Material shall be disposed of and treated in strict accordance with the Stormwater Pollution Prevention Plan (SWPPP) for the project, as approved by the Regional Board. A

copy of the plan is available for download from the City's Planet Bids website for this project. Under no circumstances shall the Contractor violate any of the terms of the plan. In the event the Regional Board or TRPA issues fines or stop work orders, it shall be the Contractor's sole responsibility to pay the fines, whether issued to the City or Contractor and no additional calendar days will be granted.

Disposal of Hazardous Materials must comply with all legal requirements, including but not limited to containerization, labeling, manifesting, transportation, disposal site, and use of properly trained personnel.

Full compensation for all costs involved in disposing of materials as specified in this Section 5.8, including all costs of hauling, shall be considered as included in the price paid for the contract item of work involving the materials; no additional compensation will be allowed therefor.

Full compensation for storage, removal, and disposal of waste material and petroleum products shall be considered as included in the prices paid for various contract items; no additional compensation will be allowed therefor.

5.9 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue to work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the City's Authorized Representative in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in the Contract Documents.

The Contractor shall notify the City's Authorized Representative immediately in the event that any soil is contaminated by the Contractor's operations and shall furnish to the City's Authorized Representative satisfactory evidence that an agreement has been entered into with the property owners of the waste disposal site. All soil areas subjected to disturbance by the Contractor shall be scarified and revegetated after project completion with seed mixes approved by the City's Authorized Representative.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

5.10 JOBSITE SANITARY FACILITIES

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

Temporary sanitation facilities shall be provided on all construction sites. Failure to maintaining such facilities will result in a stop work order until such facilities are provided.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

5.11 SUBMITTALS

In addition to the requirements set forth in the Standard Specifications, the following shall be applicable to this Project:

In accordance with the provisions of section 3400 of the California Public Contract Code, the Contractor will be provided a period of not less than 35 days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

The Contractor must provide the Submittals required below to the City's Authorized Representative within **five (5) working days** of receipt of Notice to Proceed.

- **Name and address of the authorized representative of the Contractor that will receive all written notices under this contract.**
- **Construction Schedule in conformance with requirements specified within Document 01300, "Construction Progress Documentation," of the Contract Documents.**
- **Stormwater Pollution Prevention Plan (SWPPP), complete and revised as necessary for review and approval by the City, State, and TRPA.**
- **Equipment list of all equipment to be used on the project site with the date of the last maintenance and receipt of "steam" cleaning prior to the delivery to the project site, in accordance with TRPA requirements.**
- **Temporary Erosion Control Plan that shall include the locations and description of erosion measures and daily cleanup measures in accordance with all Federal, State, and local agency regulations, Plans, and these Special Provisions. The Contractor's Temporary Erosion Control Plan shall also detail where temporary erosion control measures will be placed in any area to be used to store the Contractor's materials, equipment, and supplies. The Plan is subject to TRPA, City, and State review and approval.**
- **Traffic Control Plan for the Engineer's review. The Contractor shall adhere to the requirements specified in Section 10-1.15, "TRAFFIC CONTROL," of these Special Provisions, Standard Plans (Caltrans, 2010 Edition), and MUTCD. The Contractor**

is responsible for attaining all necessary reviews and/or approvals, including the City and TRPA.

- **Control of Water Plan (see Section 10-1.06 of these Special Provisions).**
- **Trench shoring plan (if needed)**
- **AC Quality Control Plan**
- **AC Patching Plan**
- **Dewatering Plan (if needed)**

The City's Authorized Representative will review and work with the Contractor cooperatively to approve the Contractor's submittals. The Contractor shall schedule the pre-grade inspection by TRPA within ten (10) calendar days of Contractor's receipt of Notice to Proceed. Contractor shall install Temporary Erosion Control measures within ten (10) calendar days of Contractor's receipt of Notice to Proceed and prior to the pre-grade inspection with TRPA. **The ten (10) calendar days required for submittal and temporary erosion control approvals have been included in the Contract Time required for performance of the Work, and shall be identified and shown in Contractor's Baseline Schedule.**

The Contractor must provide the Submittals as required in the Special Provisions and those listed below to the City's Authorized Representative for review and approval a minimum of **10 calendar days** before use, installation, or construction; submittals include, but are not limited to the following:

- **Contractor must submit AC mix design and testing in accordance with Section 10-1.40 "ASPHALT CONCRETE" (also known as, Hot Mix Asphalt (HMA)), of these Special Provisions.**
- **Contractor must submit concrete mix designs in accordance with Section 90 "PORTLAND CEMENT CONCRETE" of the Standard Specifications, and Section 10-1.42, "CONCRETE STRUCTURES", of these Special Provisions.**
- **Fabricated Steel products**
- **Reinforcing Steel (made in the USA documentation).**
- **Gradation of all Drain Rock, Rock Rip-Rap, Aggregate Base, Decomposed Granite, or other imported aggregate materials that are proposed for use on the Project, from each supplier that the Contractor proposes to use for each of the materials.**
- **Storm drain pipe**
- **Electrical Submittals in accordance with Section 10-1.44 "ELECTRICAL" of these Special Provisions**

- **Landscaping Submittals in accordance with Section 10-1.45 "REVEGITATION AND LANDSCAPING" of these Special Provisions**

- **Staging Area Restoration Plan in accordance with Section 10-1.47 "RESTORATION OF PUBLICLY-OWNED STAGING AREA" of these Special Provisions**

- **Utility relocation submittals as required by specifications.**

No mobilization payments will be made until all of the above submittals have been reviewed and approved by the City's Authorized Representative. When weekly schedule update submittals are required, the provisions regarding this submittal and progress payments shall be in accordance with Section 8.3 ("Construction Schedule, Completion and Liquidated Damages") of the Special Provisions and Document 01300, "Construction Progress Documentation".

Approval of all submittals by the City's Authorized Representative does not relieve the Contractor of his responsibility to perform the work in an acceptable manner and in accordance with the Contract Documents.

The Contractor shall provide two (2) copies of submittals for materials to be used in performance of the Work.

5.12 CONTRACTOR RESPONSIBILITIES

In addition to the requirements set forth in the Standard Specifications, as modified by the Special Provisions and Contract Documents, the following shall be applicable to this Project. In the event of a conflict with respect to any of the provisions in the Standard Specifications or any other Contract Document, the more strict and stringent responsibility, requirement or standard shall apply.

5.12.1 GENERAL

(A) Contractor must supervise and direct the Work, using its best skill and attention.

(B) Contractor is solely responsible for all construction means, methods, techniques, operations, sequences and procedures, and for coordinating all portions of the Work.

(C) Contractor is responsible to City for the acts and omissions of Contractor's employees, subcontractors, suppliers, their agents and employees, and all other persons performing any Work pursuant to a contract with the Contractor.

(D) Contractor will not be relieved from its obligations to perform the Work in accordance with the requirements of the Contract Documents, either by the activities or duties of City or City's Consultants in their administration of the Agreement, or by inspections, tests, acceptance, or approvals required or performed by persons other than Contractor.

(E) Contractor must at all times enforce good order and discipline among its employees, and must not employ on the Work, anyone not skilled in the task assigned.

(F) Contractor warrants to City that all materials and equipment provided pursuant to the Agreement are new unless otherwise specified, and that all Work is of good quality, free from faults and defects and in conformance with the requirements of the Contract Documents. All Work not conforming to these requirements, including substitutions not properly accepted and authorized by City's Authorized Representative may be considered defective. Upon request at any time, Contractor must furnish evidence, satisfactory to City, demonstrating the quality of installed materials and equipment.

(G) Unless otherwise provided in the Contract Documents, the Contractor must provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary of permanent and whether or not incorporated or to be incorporated in the Work.

(H) Contractor has charge and care of all Work and all materials to be used therein (including materials for which Contractor has received partial payment or materials which have been furnished by City) until acceptance of the Work. Contractor bears the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the performance or nonperformance of the Work, except as otherwise expressly provided.

(I) Contractor must rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials by any cause before completion and acceptance.

(J) Contractor must provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. Suspension of the Work from any cause whatever will not relieve Contractor of responsibility for the Work and materials as herein specified.

(K) Contractor must properly store materials which have been partially paid for by City or which have been furnished by City. Such storage by Contractor is on behalf of City who shall at all times be entitled to the possession of such materials. Contractor must promptly return such materials to the project site when requested. Contractor must not dispose of any of the materials so stored except upon City's written authorization.

5.12.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR

(A) The Contractor must carefully study and compare the requirements of the Contract Documents with each other and must advise the City, in writing, of any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing it involves a recognized error, inconsistency or omission in the

requirements of the Contract Documents, without such notice to the City, the Contractor assumes responsibility for such performance and will bear the cost for correction.

(B) The Contractor must take field measurements and verify field conditions and must compare such field measurements, conditions and other related information known to the Contractor with the requirements of the Contract Documents before beginning the Work.

5.12.3 ACCESS TO WORK

(A) The Contractor must provide City continuous access to the Work.

5.12.4 USE OF PROJECT SITE

(A) Contractor must confine operations at the project site to areas permitted by law, ordinances, permits and the Contract Documents, and must not unreasonably encumber the project site with any materials, equipment, temporary structures, or temporary measures.

(B) Contractor's employees, or others subject to the Contractor's control, are not permitted to reside on the Project site in temporary living facilities.

5.12.5 WORKPLACE ENVIRONMENT

(A) The use or possession of alcohol, weapons, or illegal controlled substances by the Contractor, or others subject to the Contractor's control, on City property is prohibited.

(B) The Contractor must ensure and maintain a workplace environment free of personal harassment and intimidation.

(C) Conduct that creates an intimidating, hostile, or offensive workplace environment is prohibited. Such conduct includes, but is not limited to, the following:

(1) Verbal harassment, e.g., epithets, derogatory comments or slurs;

(2) Physical harassment, e.g., assault, impeding or blocking movement, gestures, staring, or any physical interference with normal work or movement; and

(3) Visual forms of harassment, e.g., derogatory posters, letters, poems, graffiti, cartoons, or drawings.

(D) Unwelcome and unwanted sexual advances constitute sexual harassment that is prohibited. For example, requests for sexual favors and verbal or physical conduct of sexual nature are prohibited.

(E) It is the responsibility of the Contractor to:

(1) Inform its employees and subcontractors that behavior that creates an intimidating, hostile, or offensive workplace environment is prohibited;

(2) Create a workplace environment that is free from harassment; and,

(3) Take corrective action to stop prohibited behavior/conduct.

(F) If, in the opinion of the City's Authorized Representative, any employee of the Contractor or any of its subcontractors, violate the prohibitions as set forth herein, Contractor must immediately remove that person or subcontractor from the Project upon City's request, and such person or subcontractor must not be permitted to perform further Work on the project site.

5.12.6 DISRUPTION OF CITY'S NORMAL OPERATIONS

(A) Contractor must give timely advance notice to City of Work that is likely to be disruptive to City's normal operations at or near the project site. If Contractor does not so advise City, City has the right to temporarily suspend Contractor's Work or to require Contractor to modify its Work operations to eliminate any disruption, and Contractor is not entitled to any adjustment in the Contract Sum or Contract Time for any delay or additional costs associated therewith.

5.12.7 ORDER OF WORK

(A) Contractor must follow any sequence of operations required by the Contract Documents.

(B) Full compensation for conforming to such requirements will be considered as included in the process paid for the various items of Work; no additional compensation will be allowed therefor.

5.12.8 CLEANUP

(A) Contractor must continuously keep the Project site and surrounding areas from waste materials and/or rubbish caused by its operations or rubbish from any source that accumulates within the project site and any other area designated by the City's Authorized Representative for use by the Contractor.

(B) When cleanup is paid for as a separate Bid item, full compensation for such work must be included in the Bid price for cleanup.

(C) When the Bid price is a lump sum, or there is no unit price item for cleanup, full compensation for cleanup will be considered to have been included in the various items of Work.

(D) Contractor must, before certifying that the entire Work of the project is complete, clean material storage sites and all ground occupied of affected in connection with the Work or designated portion of the Work, and must leave all parts of the Project in a neat and presentable condition satisfactory to City's Authorized Representative.

(E) Upon completion of the Work or any designated part thereof, Contractor must promptly remove all its waste materials, rubbish and debris, and all its tools, construction equipment, machinery and surplus materials from the Project area or the completed part.

(F) If the Contractor fails to clean up as required by the Contract Documents, City may do so and the costs thereof will be charged to the Contractor and deducted from Progress payments due or to become due to the Contractor.

5.12.9 RESERVED

5.12.10 WORKER'S SANITARY PROVISIONS & USE OF CITY'S FACILITIES

(A) Contractor must conform to the rules and regulations for sanitary provisions established by the State, the City of South Lake Tahoe, and any other applicable jurisdictions.

(B) Contractor must Provide and maintain toilets for use by its employees and the employees and representatives of the City. These accommodations must be maintained in a neat and sanitary condition, and must comply with all applicable laws, ordinances and regulations pertaining to public health and sanitation.

(C) Contactor's personnel must not use City's facilities without City's express written permission, which will be at City's sold discretion. Such City's facilities include but are not limited to toilet facilities, food service facilities (cafeteria and coffee shop), utilities services of any kind, carts, fire extinguishers (except in emergencies), parking, storage space and any other facilities and services.

5.12.11 CUTTING AND PATCHING

(A) Contractor is responsible for all cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

(B) Contractor must not damage or endanger any portion of the Work, or the work of City or any separate contractors, by cutting, patching or otherwise altering any work.

(C) Contractor must not cut or otherwise alter the work of City or any separate contractor except with the written consent of City and such separate contractor. Contractor must not unreasonably withhold from City or any separate contract its consent to cutting or otherwise altering the Work.

(D) Cutting and Patching by Others: The Contractor is responsible for any and all cutting, fitting and patching required to complete Contractor's Work or joint its Work with the work of others, except as otherwise specifically provided for in the Contract Documents.

5.12.12 PATENTS

(A) Contractor must assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and must indemnify and hold harmless City and City's authorized representatives and Consultants, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

5.12.13 NON-WAIVER

(A) Neither acceptance of, nor payment for the Work or any part thereof, nor any extension of the Contract Time, nor any possession or use by City, will operate as a waiver of any of the provisions of the Contract, nor will a waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

(B) Conformance with any provisions in one part of the Contract Documents will not relieve Contractor from its responsibilities as set forth elsewhere in the Contract Documents.

5.12.14 UNFAIR BUSINESS PRACTICES CLAIMS

(A) The Contractor's attention is directed to the following provisions of the Public Contract Code §7103.5 and Government Code §4550 through §4554, which are applicable to the Contractor and its Subcontractors: In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have pursuant to Section 4 of the Clayton Act (15 I.S.C. Sec. 15) or pursuant to the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

5.12.15 STANDARDS FOR WORK & MATERIALS

(A) Work: The Work must comply with all governing codes, including standards referred to by such codes and the Contract Documents, except said requirements are considered as minimum. When the Contract Documents call for materials of higher quality or performance, or larger sizes or capacity than required by said codes or standards, the requirements of the Contract Documents take precedence. This requirement does not operate to allow deviations from minimum code requirements.

(B) Materials: Material specified by reference to the number, symbol or title or a specific standard, such as a commercial standard, a Federal specification, a trade association standard, or other similar standard, must comply with the requirements thereof.

(C) References: Standards referred to, except as modified in the Contract Documents, have full force and effect as though printed in the Contract Documents. Standards are not repeated, because Contractor and its subcontractor and suppliers are expected to be familiar with requirements governing or applicable to their work.

(D) Intent: The Work of this Agreement includes the furnishing of all labor, materials, equipment, tolls, supervision, services and all other items needed to complete all the Work in accordance with the requirements of the Contract Documents. The Work encompasses all materials, labor, etc., not specifically mentioned in nor depicted by the Contract Documents, but that can reasonably be inferred as being necessary for complete performance of the Work.

5.12.16 CONFORMITY WITH CONTRACT DOCUMENTS & ALLOWABLE DEVIATIONS

(A) The Contract Documents show such information as reasonably needed to convey a comprehensive idea of the Work contemplated. All authorized alterations affecting the requirements and information in the Contract Documents must be in writing.

(B) Work and materials must conform to the requirements of the Contract Documents including but not limited to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Drawings or indicated in the Project Manual. Although measurement, sampling, and testing may be considered evidence as to such conformity, City's Authorized Representative is the sole judge as to whether the Work or materials deviate from the requirements of the Contract Documents, and the decision of the City's Authorized Representative as to any allowable deviation therefrom is final.

(C) If the City notifies Contractor of any observed noncompliance with the requirements of the Contract Documents, Contractor must take immediate corrective action upon receipt of such notice. Such notice, when delivered to Contractor at the project site, is sufficient for the purpose of notification.

(D) If Contractor fails or refuses to promptly comply with any notice of noncompliance, City may, in addition to other remedies provided by law and/or the Contract Documents, issue an order to the Contractor to suspend part or all of the Work until Contractor has taken satisfactory corrective action. No part of the costs or time expended by Contractor or its Subcontractors due to such order to suspend Work shall be made the subject of a dispute or claim against City for extension of the Contract Time, Contract Sum, or for excess costs or damages of any kind.

(E) Contractor must follow any required sequence of operations set forth in the Contract Documents.

END OF SECTION 5

SECTION 6: CONTROL OF MATERIALS

6.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 6, "Control of Materials", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) Delete the third paragraph at Section 6-1.01, "General", of the Standard Specifications, and insert the following: "All materials incorporated into the Work shall be new, unless otherwise directed, in advance, by the Engineer in writing."

(C) Delete the first paragraph of Section 6-1.05, "Specific Brand or Trade Name and Substitution", of the Standard Specifications, and replace with the following:

Except as set forth in Article 2.13 of Document 00100 ("Notice to Bidders") and/or the Contract Documents, and subject to the requirements of Public Contract Code section 3400, a reference in the Contract Documents to specific brand or trade name establishes a quality standard and is not intended to limit competition. Subject to Section 5.11 of the Special Provisions, and except as otherwise set forth in the Contract Documents and Article 2.13 of Document 00100 ("Notice to Bidders"), you may request permission from the City in accordance with the Contract Documents (and California law) to use a product that is equal to or better than the specified brand or trade name if authorized.

(D) Insert at the end of the second paragraph of Section 6-1.05, "Specific Brand or Trade Name and Substitution", of the Standard Specifications, the following: "4. Satisfies the requirements of Public Contract Code section 3400 and the Contract Documents".

6.2 WARRANTY/GUARANTY PERIOD

In addition to the requirements set forth at Section 6-3.06, "Guarantee", in the Standard Specifications, the following shall be applicable to this Project:

(A) Neither the final acceptance, nor payment, nor any provision in the Contract Documents relieves Contractor of responsibility for faulty materials or workmanship.

(B) Contractor must guarantee, in accordance with Contract Documents, all workmanship and materials for a period of one year, or as otherwise specified in the Contract Documents, from and after the date of final acceptance of the Work.

(C) Contractor may also be required to furnish a written guarantee covering all or certain items of Work for longer periods of time from the date of acceptance of the Agreement. The Work to be guaranteed, the form, and the time limits of the guarantee will be specified in the Contract Documents, including, without limitation, Document 00635 ("Warranty/Guarantee Form"). Said guarantee must be signed and submitted to City before acceptance of the Work. Moreover, Contractor shall, if required by the City, and as a

condition precedent to the City's obligation to issue final payment, timely procure and submit to the City, a Maintenance and Warranty Bond(s), issued by an admitted surety acceptable to the City, to secure all maintenance obligations arising from its performance of the Contract Documents. Said Maintenance/Warranty Bond(s) shall be in an amount and form as required by, and as acceptable to, the City, but in no event less than 50% of the amount of the Contract Sum unless otherwise directed by the City.

(D) The Warranty/Guarantee period begins at the date of final acceptance of the Work, or as otherwise may be determined by the City, in the discretion of the City pursuant to the Contract Documents, in the event that a particular item of equipment is placed in continuous service before the date of acceptance

(E) Contactor must repair or replace all defective Work, together with any other Work affected by the repair or replacement during said guarantee period without expense whatsoever to City.

(F) The aforesaid one-year Warranty/Guarantee period does not in any way limit or waive City's rights to legal recourse for latent construction defects, pursuant to California Civil Code of Procedure §337.15 nor for patent construction defects pursuant to §337.1. All surety obligations pertaining to the performance of the Work, including obligations under the performance bond, shall continue in full force and effect for so long as any obligation of the Principal remains in accordance with the Contract Documents and under any applicable law.

(G) Approximately sixty (60) calendar days before completion of the entire Work of the Project, Contractor must meet with City regarding Warranty/Guarantee requirements. The City shall establish communication procedures for notifying Contractor of Warranty defects, the type of defect, priorities in remediating defects, time required for Contractor response, and other details deemed necessary by City for execution of the Warranty/Guarantee.

(H) In the event of Contractor's failure to comply with the requirements of any Warranty/Guarantee required by the Contract Documents within three (3) calendar days after being notified in writing, or sooner in the event of an emergency or if the City determines that the corrective work is urgently required, City may proceed to have the defects repaired and made good at the expense of Contractor who must pay all costs and charges immediately upon demand.

(I) No later than fifteen (15) calendar days from Contractor's notification to the City that the entire Work of the Project is complete and ready for final inspection, Contractor must submit a Warranty/Guarantee register (master list of Warranties/Guarantees), indicating the individual item of equipment and system for which a warranty or guarantee is required (roofing, doors, sealants, etc.), the pertinent section in the Contract Documents, length of each Warranty/Guarantee, effective dates, Contractor/Subcontractor name, contact person and telephone number.

(J) In the event of any conflict between the requirements of Section 6-3.06, "Guarantee", in the Standard Specifications, and Section 6.2 ("Warranty/Guarantee Period") of the Special Provisions, the more stringent requirement shall apply.

6.3 PERMEABLE MATERIAL

Permeable material shall be Class 1, Type B, in accordance with the provisions of the Standard Specifications.

6.4 CURING COMPOUND

All newly placed concrete shall be cured in accordance with the Standard Specifications.

6.5 RELATIVE COMPACTION

All material testing shall confirm to the provisions of the Standard Specifications. The testing method for relative compaction shall be State of California No. 216. The testing method for maximum dry density shall be in accordance with ASTM D-1557

6.6 PAINTING COLOR OF EXPOSED EQUIPMENT

Painting shall conform to the provisions of the Standard Specifications and these Special Provisions.

In addition, all exposed, newly installed equipment, including but not limited to any exposed galvanized or other metal, electrical cabinets, irrigation controller cabinets, light fixtures and mounting hardware shall be powder coated with a color of midnight green or black green. Contractor must submit product specifications and a color sample for approval by the City's Authorized Representative. An approved product is Midnight Green Endura-Shield IV, Tnemec Semigloss High Build Acrylic Polyurethane Enamel No. 75-J7751. Contractor must submit product specifications and a color sample for approval by the City's Authorized Representative.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

6.7 INSPECTION AND TESTS

Except as otherwise noted in the Contract Documents, the City will make, or cause to be made, all tests and inspections at no additional cost to the Contractor during regular working hours (Monday through Friday 8 a.m. until 5:00 p.m., and excluding Saturdays, Sundays and holidays). However, City shall deduct from any payment due, or to become due, to Contractor, all costs incurred by the City to re-test or re-inspect any material or aspect of the Work if said re-test or re-inspection results arises from conduct or actions for which the Contractor bears responsibility (including the initial failure of any prior test or inspection).

Should the Contractor work during other than regular working hours (e.g., before 8:00 a.m. or after 5:00 p.m. on a weekday, Saturdays, Sundays or holidays), all overtime costs and/or additional associated costs incurred by the City, for any purpose, will be deducted from payments to the Contractor.

All items covered or all stages of work that are not to remain observable must be inspected and approved before progress of Work conceals portions to be inspected. The Contractor shall notify the City's Authorized Representative not less than 24 hours (one working day, weekends and holidays excluded) in advance of when such inspection is needed.

In the event that the Contractor requests or requires inspection and/or testing services to be made available by the City on days or times that are not within regular working hours (*i.e.*, Saturdays, Sundays, holidays, or working days before 8:00 a.m. or after 5:00 p.m.), the Contractor shall be responsible to pay, or reimburse the City for, all additional costs and fees associated with providing said inspection and/or testing, including, without limitation, overtime and shift differential costs, incurred by the City. Contractor agrees that any such additional costs and fees may be deducted by the City from Contractor's subsequent progress payment(s).

The anticipated labor rates for inspection services are as follows:

Resident Engineer:

Flat Rate: $81.30/hour

Resident Inspector:

Non-Holiday Weekday Rates:

Shift 1:

First 4 hours over 8 hours: $44.36/hour
Anything over 12 hours: $79.38/hour

Shift 2:

First 8 hours: $51.45/hour
First 4 hours after 8 hours: $54.32/hour
Anything over 12 hours: $102.90/hour

Saturday Rates:

Shift 1:

First 8 hours: $44.36/hour
Anything over 8 hours: $79.38/hour

Shift 2:

First 8 hours: $54.32/hour
Anything over 8 hours: $102.90/hour

Sunday and Holiday Rates:

Shift 1:

Flat Rate: $158.76/hour

Shift 2:

Flat Rate: $205.80/hour

END OF SECTION 6

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY

7.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 7, "Legal Relations and Responsibility", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) In Section 7-1.02K(3), "Certified Payroll Records", of the Standard Specifications, delete all paragraphs starting with the sentence "You may submit certified payroll records electronically to the mailbox address that correspondence to the district in which the work is located", and through the following sentence, "For additional information on electronic submission of certified payroll records, go to the Department's Labor Compliance website". This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

(C) Insert the following paragraphs at the end of Section 7-1.02K(4), "Apprentices", of the Standard Specifications:

- Contractor agrees to comply with Chapter 1, Part 7, Division 2, section 1777.5 *et seq*. of the California Labor Code. These sections require Contractors and subcontractors to employ apprentices in occupations in a ratio of not less than one hour of apprentices work for every five hours of labor performed by a journeyman (unless an exception is granted in accordance with section 1777.5). Only apprentices as defined in section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on Public Works in apprenticeable occupations. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Responsibility for compliance with these provisions lies with the prime Contractor for all apprenticeable occupations.

- The Contractor and subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.

- In addition, compliance with California Labor Code section 1777.5 requires all Public Works Contractors and subcontractors to:

(a) Submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman

hours to be performed under the contract, the number of apprentices to be employed, and the apprentices will be employed. Use DAS 140 form available from the Office of the City Engineer.

(b) Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeymen and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, PO Box 603, San Francisco, CA 94101.

(c) A Contractor subject to the statutory 1:5 ratio is obligated to employ apprentices and must request the dispatch of apprentices from the Joint Apprenticeship Committee of the apprenticeable craft or trade in the area of the site of the public work.

- If the Joint Apprenticeship Committee (JAC) refuses to dispatch apprentices to a Contractor who has not voluntarily agreed to observe the JAC's Apprenticeship Standards, the Contractor's duty to employ apprentices in the 1:5 ratio has been met. If the JAC dispatches apprentices to a requesting Contractor, the Contractor must employ those apprentices in accordance with the 1:5 ratio.

- In the event a Contractor or subcontractor willfully fails to comply with the provisions of Labor Code section 1777.5 may result in the loss of the right to bid on all Public Works projects for a period of one to three years or the imposition of a civil penalty of $50.00 for each calendar day of noncompliance. Note that section 1777.5 of the Labor Code shall not apply to contracts of general Contractors or to contracts of specialty Contractors not bidding for work through a general or prime Contractor, when the contracts of general Contractors or those specialty Contractors involving less than thirty thousand dollars ($30,000) or 20 working days. Also, any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the hourly ratio required by section 1777.5.

- Additional information on the Apprenticeship Standards is available at: http://www.dir.ca.gov/DLSR/PWD/Apprentice.htm.

(D) Attention is directed to the requirements specified in Section 7-1.02K(5), "Working Hours", of the Standard Specifications. Any penalties shall be forfeited by the Contractor in accordance with the provisions of section 1810 of the Labor Code.

(E) Insert the following paragraph at the conclusion of Section 7-1.02K(6)(b), "Excavation Safety", of the Standard Specifications:

- As required by section 6705 of the California Labor Code, and in addition thereto, whenever work under the Agreement involves the excavation of any trench or trenches five (5) feet or more in depth the

Contractor shall submit to City for acceptance, or to a registered civil or structural engineer employed by the City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs, therefore, shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City, Engineer, or any of their officers, agents, representatives, or employees. The Contractor shall submit trench shoring plans and calculations to the City that are certified (sealed) by a professional qualified civil engineer or structural engineer before excavation of any trench that is five (5) feet or more in depth.

(F) At Section 7-1.08, "Personal Liability", of the Standard Specifications, insert the phrase ", or past or current member of the City Council," between the words "district" and "shall".

7.2 SOUND CONTROL REQUIREMENTS

Any normal construction activities creating noise in excess of the Tahoe Regional Planning Agency (TRPA) noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 a.m. and 6:30 p.m., Monday through Friday, holidays excluded. Any construction activities conducted between the hours of 6:30 p.m. and 8:00 a.m., Saturday, Sunday, and holidays, shall comply with the noise standards applicable to the corresponding TRPA Plan Area Statement. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

7.3 RIGHTS IN LAND AND IMPROVEMENTS

Caltrans highway right of way and the City right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work. Portions of certain City-owned parcels adjacent to the right of way are available for the use of the Contractor as designated on the contract plans. If the Contractor requires additional sites for storage of materials or equipment it is his responsibility to negotiate with private property owners for additional storage areas, and obtain all required permits from local and regional agencies.

Storage sites referenced in the paragraph above may require special use permits issued by local and regional agencies. The Contractor also shall be responsible for the securing of permits, payment of all fees, and revegetating all areas that may have been disturbed by the Contractor's use of the sites. Storage and staging areas shall be maintained in strict accordance with the Storm Water Pollution Prevention Plan for the project, as approved by the Regional Board. Under no circumstances shall the Contractor violate any of the terms of the plan. In the event the Regional Board or TRPA issues fines or stop work orders, it shall be the Contractor's sole responsibility to pay the fines, whether issued to the City or Contractor and no additional calendar days will be granted.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved; no additional compensation will be allowed therefor.

7.4 CONTRACTS FOR DIGGING TRENCHES; REQUIREMENTS

Pursuant to the requirements of Public Contract Code section 7104, the following requirements shall be applicable to the Project in the event that the Work involves digging trenches or excavations that extend deeper than four feet below the surface:

> The Contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
>
> Upon receipt of notice from the Contractor, the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
>
> In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting

parties. Contractor has no right to an adjustment in Contract Time or Price after acceptance of final payment.

7.5 PREVAILING WAGE

In addition to the requirements set forth in Section 7-1.02K(2), "Wages", of the Standard Specifications, the following shall be applicable to this Project:

The Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The wage rates determined by the Director of Industrial Relations refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for the work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. Such predetermined wage rates at the time of the bid advertisement date of the project shall be effective for the life of the contract.

7.6 PREVAILING WAGE DETERMINATIONS

Attention is directed to the minimum wage rate requirements as required by section 1771 of the California Labor Code. Pursuant to section 1773 of the Labor Code, the general prevailing wage rates in El Dorado County have been determined by the Director of the California Department of Industrial Relations.

Attention is directed to the federal minimum wage rate requirements as predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rate determined by the Director of Industrial Relations for similar classifications of labor, the Contractor and Subcontractor(s) shall pay not less than the higher wage rate.

It is the Contractor's responsibility to verify the rates listed are accurate at the time of the bid and allow for increases during the course of the contract for those classes which have predetermined increases. Additional information on the prevailing wage rates is available at the following web site: http://www.dir.ca.gov/DLSR/PWD/index.htm.

7.7 TRAVEL AND SUBSISTENCE PAYMENTS

Attention is directed to the requirements of sections 1773.1 and 1773.9 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman needed to execute the Work in accordance with requirements in said sections 1773.1 and 1773.9. Such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with said Articles.

To establish such travel and subsistence payments, the representative of any craft, classification or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such

agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

Travel and subsistence provisions for the current determinations may be obtained at the following web site: http://www.dir.ca.gov/DLSR/PWD.

7.8 PAYROLL RECORDS

In addition to the requirements set forth in Section 7-1.02K(3), "Certified Payroll Records (Labor Code §1776)", of the Standard Specifications, the following shall apply to this Project:

In accordance with section 1776(g) of the Labor Code the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with the payroll record requirements in the event of noncompliance. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. The prime Contractor shall be responsible for compliance with this section.

In accordance with section 1775 of the Labor Code, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

7.9 LABOR NONDISCRIMINATION

In addition to the requirements set forth in Section 7-1.02K, "Labor Code", of the Standard Specification, the following shall apply to this Project:

The following notice is included with these Special Provisions as required by Chapter 5 of Division 4 of Title 2, California Code of Regulations:

"NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

> Your attention is called to the "Nondiscrimination Clause", set forth in Section 7.1.02I(2), "Nondiscrimination", of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The

Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more."

7.10 ASSIGNMENT OF ANTITRUST ACTIONS

The Contractor's attention is directed to the following provisions of Government Code sections 4553 and 4554 which shall be applicable to the Contractor and his subcontractors:

> In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant to a Public Works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.
>
> If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
>
> Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

7.11 INDEMNIFICATION

Delete the first two paragraphs of Section 7-1.05A, "General", of the Standard Specifications, and replace with the following:

> To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agents, the Architect/Engineer, the Project Manager and the Project consultants, and their respective principals, officers and employees (the "Indemnitees"), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and

nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, including, but not limited to:

(a) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees, agents or subcontractors of Indemnitees, or damage to property of the City or any other person or entity, and inclusive of the Project and the Work itself (including loss of use thereof), and any storage or staging area(s) arising out of or resulting from the Contract Documents and/or the performance of the Work, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused, in whole or in part, by any negligent act or omission of Indemnitees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

(b) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;

(c) Alleged infringement of any patent rights, which may be brought arising out of Contractor's work;

(d) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;

(e) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and

(f) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The obligations set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification obligations will not include indemnification for claims which arise as the result of the active negligence of the City, or the sole negligence or willful misconduct of the City, its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. It is intended that this Section shall comply with California Civil Code § 2782, *et seq.*, to the extent applicable to the Contractor's obligations as set forth in this Section. If it

is determined by a Court of competent jurisdiction that any aspect of this Section exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

It is the intent of the parties to this Agreement to provide the broadest possible coverage for the City. The Contractor shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the City under this Agreement.

7.12 INSURANCE COVERAGES AND AMOUNTS

(A) Insurances, as described in this Special Provision section and other related sections of the Standard Specifications, Special Provisions and the Contract Documents, shall be maintained by the Contractor for the full life of the contract including the maintenance and warranty period for any and all portions of this contract. The company or companies providing such insurance shall have no recourse against the City, and their members, directors and employees, or any of them, for payment of any premiums or assessments under such insurance.

(B) In addition to the minimum limits of liability for insurance, as required by Section 7-1.06, "Insurance," of the Standard Specifications, the following provisions shall also apply to this Project:

Workers Compensation:

Contractor shall take out and maintain during the life of the Agreement, workers' compensation insurance for all Contractor's employees employed at the site of improvements and if any work is sublet, Contractor shall require subcontractor similarly to provide workers' compensation insurance for all of the latter employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in work under this contract at the site of the project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City for any damage resulting to it from failure of either Contractor or subcontractor to take out or maintain such insurance.

If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS (1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS (1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS (1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following language:

Cancellation Notice – Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased.

Contractor and its insurer(s) shall waive any right of subrogation against the City and its officials, officers, employees, agents and representatives.

Contractor shall require all subcontractors, of ay tier, to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be submitted pursuant to the Contract Documents.

Commercial General Liability:
In addition to all other insurance requirements as set forth in the Contract Documents, Contractor shall procure and maintain during the life of this Agreement such liability and property damage insurance and shall protect the City, the City Council and all elective and appointive boards, officers, agents and employees and contractors from any claims for damages for personal injury, including death, as well as from claims for property damages which may arise from Contractor's ongoing and completed operations under this Agreement, whether such operation be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either Contractor or any subcontractor, and the type and amounts of such insurance shall be as follows:

Contractor shall maintain Commercial General Liability (Occurrence) insurance no less broad than ISO form CG 00 01 covering all operations by or on behalf of Contractor, and all Work under the Contract Documents, and providing insurance for bodily injury liability and property damage liability for the limits of liability indicated herein and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.

The limits of liability for any Commercial General Liability (Occurrence) policy shall be in amounts not less than:

- TWO MILLION DOLLARS ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- TWO MILLION DOLLARS ($2,000,000) Personal Injury Liability
- TWO MILLION DOLLARS ($2,000,000) for Products-Completed Operations
- TWO MILLION DOLLARS ($2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be THREE MILLION DOLLARS ($3,000,000).

Contractor's Pollution Liability Insurance:
Contractor shall maintain Contractor's Pollutions Liability (Occurrence) insurance in an amount no less than ONE MILLION DOLLARS ($1,000,000) per pollution incident and TWO MILLION DOLLARS ($2,000,000) aggregate. Coverage must apply to pollution incidents at or from any location at which the Contractor is performing under this Agreement. Prior written consent of the City is required if the insurance has a deductible or self-insured retention in excess of $25,000.

Umbrella or Excess Liability Insurance:
In addition to the insurance requirement above, Contractor shall provide Umbrella or Excess Liability Insurance in an amount no less than TEN MILLION DOLLARS ($10,000,000) based on the Commercial Liability Insurance. The umbrella or excess policy shall provide that the policy takes effect (drops down) in the event the primary limits are impaired or exhausted.

Additional Liability Insurance:
Contractor shall maintain automobile liability insurance covering bodily injury and property damage in an amount not less than TWO MILLION DOLLARS ($2,000,000) combined single limit for each accident.

Covered vehicles shall include owned, non-owned, and hired automobiles and trucks.

Such insurance is a condition precedent of the City entering into the Agreement. To the extent this section of the Special Provisions is inconsistent with Section 7-1.05 and 7-1.06 of the Standard Specifications, the stricter of the two shall apply to this Project.

Conformity of Coverage:
If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all polices shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved as noted above. In no cases shall the types of policies be different.

Endorsements:
Each Commercial General Liability policy shall be endorsed with the following specific language (or, alternatively, separate endorsements for each separate entity identified below):

1. "The City of South Lake Tahoe, their respective officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."; and "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by [CONTRACTOR] and no insurance held or owned by the City of South Lake Tahoe, written notice if (1) any of the required insurance

policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased."

2. The policies shall stipulate that the insurance afforded the additional insured applies as primary insurance. Any other insurance or self-insurance maintained by the City is excess only and shall not be called upon to contribute with this insurance.

(C) The following additional conditions apply to the insurance requirements the following shall apply to this Project:

1. Within ten (10) calendar days after the Contractor has received notice from the City that the Agreement has been awarded to the Contractor and before the Work commences, Contractor shall satisfy all conditions precedent as set forth in the Contract Documents, including, without limitation, that Contractor shall submit to the City acceptable Certificates of Insurance and with original policy endorsements which specifically state the following:

   (a) The existence of the required amounts of coverage.

   (b) The effective and expiration dates of the policy.

   (c) The types of coverage provided by the policy.

2. Written statement from the agent or broker issuing the policy confirming that the required insurance(s) is an Occurrence policy.

3. The City reserves the right to review the original policy, if deemed necessary by the City to resolve any questions of coverage or exception.

4. The City may expressly allow deductive clause, which it does not consider excessive, overly broad, or harmful to the interests of the City. Regardless of the allowance of exclusion or deductions by the City, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the City is in accordance with this Section.

5. Certificates of insurance shall be signed by a person authorized by the insurer to bind coverage on its behalf.

6. List job name on certificate of insurance under "Description of Operations."

In the event the policy is canceled prior to the completion of the project and the Contractor does not furnish a new policy endorsement prior to cancellation, the City may obtain the required insurance and deduct the premium(s) from contract monies due the Contractor.

(D) No later than the time the Notice to Proceed is issued, or at any other time as may be directed in writing by the City, the Contractor shall provide written evidence of insurance coverages, in a form acceptable to the City (*i.e.*, insurance certificates appropriately issued), for each supplier, subcontractor and sub-subcontractor whose initial

subcontract and/or purchase order price is equal to or in excess of 5% of the Contract Sum. The insurance coverages (both as to types and amounts) to be procured by each supplier, subcontractor or sub-subcontractor performing work having a value equal to or in excess of 5% of the Contract Sum, shall meet or exceed the minimum insurance coverages as set forth in the Contract Documents, unless the City agrees, in writing, that compliance with this requirement is waived. It shall be the obligation of the Contractor to promptly provide acceptable written evidence to the City demonstrating that each supplier, subcontractor or sub-subcontractor that will perform work having a value equal to or in excess of 5% of the Contract Sum has obtained and possesses all insurance coverages in accordance with the requirements of the Contract Documents.

END OF SECTION 7

SECTION 8: PROSECUTION AND PROGRESS

8.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 8, "Prosecution and Progress", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) Delete Section 8-1.02, "Schedule", of the Standard Specifications. With respect to scheduling requirements for the Project, the Contractor's attention is directed to Section 8.3 ("Construction Schedule, Completion and Liquidated Damages") of the Special Provisions and Document 01300, "Construction Progress Documentation", of the Contract Documents.

(C) Insert the following phrase at the end of the first paragraph of Section 8-1.03, "Preconstruction Conference", of the Standard Specifications: ", if authorized in writing by the City's Authorized Representative."

(D) Delete the first two-sentences of Section 8-1.04B, "Standard Start", of the Standard Specifications and replace with the following: "The Contractor shall begin work within ten (10) calendar days from the date that the commencement of the Work is authorized pursuant to the Notice to Proceed, or as otherwise directed by the City."

(E) Delete the fourth and fifth paragraphs of Section 8-1.05, "Time", of the Standard Specifications.

(F) Insert the following at the end of Section 8-1.06B, "Suspensions Unrelated to Contractor Performance", of the Standard Specifications:

> The provisions set forth at Section 8-1.07, "Delays" of the Standard Specifications, as modified by the Special Provisions, shall only apply to a suspension of the Work (notice of which occurs after the Contractor has mobilized at the Project site) as directed by the City that is for an unreasonable period (*i.e.*, not originally anticipated, customary, or inherent in the construction industry and/or not reasonable in light of the Work), and subject to the Contractor giving timely written notice in accordance with the Contract Documents.

(G) Delete the first sentence at the first paragraph of Section 8-1.07C, "Payment Adjustments", of the Standard Specifications, and replace with the following:

> The City may make a payment adjustment for a Compensable Delay, subject to and in accordance with the requirements of Section 9.10 ("Compensation for Compensable Delay") of the Special Provisions. No payment adjustment will be made to the extent that Contractor's performance is, was or would have been suspended, delayed or interrupted by another cause for which Contractor bears any responsibility.

(H) Add the following at the end of the second paragraph of Section 8-1.07C "Payment Adjustments", of the Standard Specifications: "Payment adjustments authorized pursuant to this Section, if allowable, and the procedure described in this Section for any such payment adjustments, shall only be applicable to a Compensable Delay(s) beyond the first sixty (60) calendar days of Compensable Delay."

(I) Delete the first, third and fourth paragraphs of Section 8-1.10A, "General", of the Standard Specifications. With respect to liquidated damages that may be assessed by the City, the Contractor's attention is directed to Section 8.3 ("Construction Schedule, Completion and Liquidated Damages") of the Special Provisions.

(J) At the end of the first paragraph of Section 8-1.13, "Contractor's Control Termination", of the Standard Specifications, insert the following:

> 5. Fail to comply with all laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction

(K) At the end of Section 8-1.14E, "Payment Adjustment for Termination", of the Standard Specifications, insert the following:

> In no event shall the costs paid to the Contractor for a Contract Termination pursuant to of Section 8-1.14, "Contract Termination", of the Standard Specifications exceed the costs (exclusive of any overhead and mark-up) allocated to those portions of the work performed to the date of termination as set forth in Contractor's schedule of values.

8.2 DELAYS

Delete the first paragraph of Section 8-1.07A, "General", of the Standard Specifications, and insert the following:

8-1 GENERAL

Time is of the essence in the performance of this Agreement. Contractor must complete the entire Work of the Project, and all designated portions thereof, within the Contract Time(s), subject to any authorized extension(s) thereof, pursuant to the Contract Documents. Failure of Contractor to include an element of the Work required for performance of the Agreement in the Baseline Schedule (or any earlier version of the Baseline Schedule), or any inaccuracy in the Baseline Schedule, does not relieve Contractor from responsibility for accomplishing the Work within the Contract Time(s) designated in the Contract Documents. The Contractor must provide an adequate workforce, materials of proper quality, and equipment to properly execute the Work and to ensure completion of each part of the Work in accordance with the Baseline Schedule.

8-1.07A(1) Acceleration. City reserves the right to direct Contractor to accelerate performance of the Work or any portion of the Work. No action

or direction of City other than an express written direction by the Engineer to accelerate performance of the Work shall be construed by Contractor to be direction to accelerate the Work.

8-1.07A(2) Delays and Time Extensions. The City will consider extensions to the Contract Time(s) for the following reasons only if they affect the critical path of the Baseline Schedule, as may be adjusted in accordance with the Contract Documents:

(a) Delays in the progress of the Work due to Excusable Delay (as defined in Section 9.10 of the Special Provisions), including Acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, sanctioned strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or Suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of Contractor and its such subcontractors or suppliers;

(b) Delays in the progress of the Work due to a Compensable Delay (as defined in Section 9.10 of the Special Provisions) or an act of neglect by City, but only for the amount of delay time that occurs after Contractor has notified City in writing and the City has had a reasonable time to respond to the notification; or

(c) An Approved Change Order that extends the Contract Time, or a Contract Change Directive which authorizes an extension of Contract Time.

8-1.07A(3) Whenever the Contractor foresees any delay in the prosecution of the Work, the Contractor must notify the City in writing of any potential delay or impact, including any anticipated impact on the Contract Sum and/or Contract Time. Within three (3) calendar days from the beginning of any critical path delay to the Baseline Schedule, or the occurrence(s) giving rise to the delay, whichever occurs earlier, Contractor must provide written notice of the delay event to the City. Said written notice shall include a description of the event or occurrence giving rise to the delay, the estimated duration of the delay, and the impact of the event or occurrence upon the critical path and completion of the Project. Contractor expressly waives any claim for delay or adjustment to the Contract Time and/or Contract Sum if Contractor fails to provide such written notice to City.

8-1.07A(4) Within fifteen (15) calendar days after the initial written notice of the Contractor, Contractor shall submit all supporting information to validate the claimed impact of the delay on the Contract Time, including a Time Impact Analysis ("TIA") in accordance with Section 01300 ("Construction Progress Documentation"). If requested by the City, Contractor shall promptly, and no later than seven (7) calendar days after the City's request, provide updated or further supporting information,

including an updated or revised TIA, with respect to the claimed delay or impact. Contractor expressly waives any claim for delay or adjustment to the Contract Time and/or Contract Sum if Contractor fails to promptly and timely provide all supporting information, including the TIA and any additional/supplemental supporting information as may reasonably be requested by the City.

8-2.07A(5) City will ascertain the facts and the extent of the delay and adjust the Contract Time(s) for completing the Work (and/or adjust the Contract Sum) if, in City's sole discretion and judgment, the facts justify such an adjustment(s). The City's written determination in this regard shall be considered final and conclusive. In the event Contractor disputes the City's written determination under this Section with respect to any claimed delay, or the adjustment (or lack thereof) with respect to Contract Time and/or Contract Sum, Contractor's sole and exclusive remedy shall be to pursue a claim in strict accordance with Sections 8 and 9 of the Special Provisions, including, without limitation, Section 9.11 ("Claims and Dispute Resolution"). In the event of any dispute between City and Contractor concerning any Construction Change Directive (or Change Order), Contractor shall not stop work but will prosecute the Work diligently to completion in the manner directed by City, and the dispute shall be resolved in strict accordance with the requirements of Sections 8 and 9 of the Special Provisions, including, without limitation, Section 9.11 ("Claims and Dispute Resolution").

8-2.07A(6) The City shall not consider any request for an adjustment to the Contract Time(s) and/or Contract Sum unless the Contractor satisfies the requirements set forth in the Contract Documents for providing prompt and timely written notice of the potential delay and submission of supporting information (including the TIA, and any further or additional supporting information as may be reasonably requested by the City) establishing the impact of the delay on the critical path of the Baseline Schedule. No adjustment of the Contract Time and/or Contract Sum will be considered, or granted, as a consequence of any claimed delay event in the absence of Contractor's strict compliance with the requirements of the Contract Documents.

8-2.07A(7) The City shall not be responsible to the Contractor for any constructive acceleration due to Contractor's failure to comply with the submission and justification requirements of the Contract Documents for Contract Time and/or Contract Sum adjustment requests. The Contractor's failure to perform in accordance with the Baseline Schedule shall not be excused because the Contractor has submitted a request for adjustment of the Contract Time, unless and until the City approves such request.

8-2.07A(8) Unless the City and Contractor agree otherwise pursuant to a Change Order, in the event that the City adjusts the Contract Time

pursuant to a Compensable Delay, any request by the Contractor for delay costs (inclusive of all direct and indirect costs, expenses and damages (including, without limitation, jobsite and home office overhead costs and extended general conditions), if applicable, shall be subject to Section 9.10 of the Special Provisions ("Compensation for Compensable Delay") and the applicable provisions of the Contract Documents.

8.3 CONSTRUCTION SCHEDULE, COMPLETION AND LIQUIDATED DAMAGES

8.3.1 CONSTRUCTION SCHEDULE

(A) The Contractor shall timely prepare and submit to the City construction progress schedules and other progress documentation in strict accordance with Document 01300, "Construction Progress Documentation".

(B) During the construction period for the Project, the Contractor shall regularly provide information and input on scheduling and coordination of the Project work to the City's Authorized Representative, including, without limitation, at periodic construction meetings at which the City and Contractor are regular attendees.

(C) Contractor will solicit and exchange scheduling information with Subcontractors and suppliers. Contractor will order work, equipment and materials with sufficient lead time to avoid interruption of the Work.

(D) The Contractor shall at all times employ such force, labor, materials, equipment, and tools as will be sufficient, in the opinion of the City's Authorized Representative, to prosecute the work at not less than the rate provided in the progress schedule and to complete the work within the time limits fixed by the Agreement. If the Contractor refuses or fails to prosecute the Work, or any separable part of the Work, with such diligence as will ensure the completion within the time specified in the Agreement, including any extension, or fails to complete the work within such time, the City may, in accordance with Section 8.4 ("Breaches, Defaults and Termination for Cause"), after giving written notice to the Contractor, terminate its right to proceed with the Work or such part of the Work as to which there has been a delay or delays.

(E) In addition to the requirements set forth in Document 01300, "Construction Progress Documentation", the Contractor shall, if requested by the City, provide revised schedules, or a recovery schedule, within seven (7) calendar days if, at any time, the City considers the successful accomplishment of any Milestone to be in jeopardy. The revised schedule shall be designed to show how the Contractor intends to accomplish the work to meet the required Milestone(s). The form and method employed by the Contractor shall be the same as for the original progress schedule. The Contractor shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. Contractor will provide documents and justification for any schedule changes. An

activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

If Contractor submits any schedule or revised schedule showing an early completion date for the Project, City's acceptance of this revised schedule shall not entitle Contractor to any delay claim or damages due to or premised upon any such revised schedule. Contractor shall include, as deemed appropriate, sufficient amounts to cover all direct and indirect costs, including, without limitation, the home office and field office overhead costs commensurate with the published contract duration.

8.3.2 MILESTONE COMPLETION AND LIQUIDATED DAMAGES

In addition to the requirements of Section 8-1.10A, "General", of the Standard Specifications, as modified by the Special Provisions, and Document 00100 ("Notice to Bidders"), Articles 1.04 and 1.05, the following requirements shall also be applicable to this Project:

(A) The Contractor shall complete all Work (inclusive of all Milestones as defined in the Contract Documents), in strict accordance with the Contract Documents, and within the allocated Contract Time(s), subject to approved extension(s) of the Contract Time that may be granted by the City, if any, during the course of the Project. For a further description of applicable Milestones, the Contractor is directed to Document 00100 ("Notice to Bidders"), Articles 1.04 and 1.05 and Section 9 of the Special Provisions.

(B) In the event of a failure on the part of the Contractor to achieve Milestone # 1 Substantial Completion on or before June 15th 2026 the Contractor shall pay to the City Liquidated Damages in the amount of four thousand two hundred dollars ($4,200) per calendar day, in accordance with Section 8-1.10, "Liquidated Damages", of the Standard Specifications, as modified by Section 8.3.2 of the Special Provisions, and Document 00100 ("Notice to Bidders"), Articles 1.04 and 1.05, for each calendar day beyond June 15th 2026 and continuing until the Contractor achieves Milestone # 1 Substantial Completion.

(C) In the event of a failure on part of the Contractor to achieve Milestone # 2 (Final Completion), as defined in Section 9.9 of the Special Provisions) within 15 calendar days after Substantial Completion of the Work has been achieved, and not more than 182 calendar days from the date that the commencement of the Work is authorized pursuant to the Notice to Proceed, the Contractor shall pay to the City Liquidated Damages in the amount of one thousand dollars ($1,000) per calendar day, in accordance with Section 8-1.10, "Liquidated Damages", of the Standard Specifications, as modified by Section 8.3.2 of the Special Provisions, and Document 00100 ("Notice to Bidders"), Articles 1.04 and 1.05, for each calendar day beyond that portion of the Contract Time within which the Contractor is required to achieve Milestone # 2 (Final Completion).

(D) In the event Contractor fails, concurrently, to achieve multiple Milestones within the allocated portions of Contract Time as set forth in the Contract Documents, the Liquidated Damages assessed by the City shall be cumulative. Therefore, the City may, concurrently, assess Liquidated Damages for the Contractor's s failure to achieve two or more Milestones on the same calendar day.

(E) The City reserves the right, in its sole discretion, to make a detailed written determination of the losses and damages incurred arising from the failure of Contractor to achieve any Milestone(s) within the Contract Time, including any approved extensions, and to receive such full recompense from Contractor.

8.3.3 GRADING AND EXCAVATION

No grading, excavation or other land disturbance will be performed pursuant to the Agreement between October 15 and May 1; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Bid Documents.

8.4 BREACHES, DEFAULTS AND TERMINATION FOR CAUSE

In addition to the requirements of Section 8-1.13, "Contractor's Control Termination", of the Standard Specifications, the following requirements shall also be applicable to this Project:

(A) If Contractor fails to begin delivery of material and equipment, to commence the Work or a designated portion of the Work within the time specified in the Contract Documents, to maintain the rate of deliver or material, to execute the Work or designated portion of the Work in the manner and at the specified location(s), or fails to maintain a work program which will ensure the City's interest, or, if Contractor is not carrying out the intent of the Contract Documents, City's written notice may be served upon Contractor and Contractor's surety on the faithful performance bond demanding satisfactory and immediate compliance with the requirements of the Contract Documents.

(B) In addition to the event described in (A), if the City deems that the Contractor has persistently or repeatedly refused or failed to supply an adequate workforce, or material of proper quality, or otherwise refuses or fails to diligently prosecute the Work in accordance with the Contract Documents, or any separable part thereof, with such diligence as will ensure its completion within the Contract Time(s) specified in the Contract Documents or authorized extensions thereof, or if Contractor shall fail to make prompt payments to its subcontractors or suppliers, or if there is reasonable evidence to indicate that Contractor is financially insolvent, bankrupt or otherwise unable to satisfy its current and future financial obligations on the Project, or persistently disregards laws, ordinances, regulations, the City Code, the Contract Documents, or the City's written directions, or has failed in any other respect to prosecute the Work with the diligence and resources as required by the Contract Documents, the City may, after providing at least five (5) business days prior written notice to the Contactor identifying the defaults to be remedied, and the Contractors' continued failure to remedy the default(s):

(1) Provide any such labor and/or materials required to perform the Work or designated portion of the Work and deduct the cost from any money due or to become due Contractor; or

(2) If the City considers that the default(s) constitute sufficient basis for such action, provide the Contractor and/or Contractor's surety or sureties with an additional seven (7) days written notice that if the defaults are not remedied, the Contractor's control of the Work or designated portion of the Work shall be immediately terminated.

(C) Should City exercise its right to terminate Contractor's control of the Work, or designated portion of the Work, City may, without prejudice to any other rights or remedies if City and subject to any rights and obligations of Contractor's surety or sureties:

(1) Terminate Contractor's control of the Work or designated portion of the Work;

(2) Take possession of the Project site or designated portion of the Project site and all or any of the Contractor's materials, equipment, tools, appliances, and construction equipment and machinery owned by the Contractor as may be on the Project site and necessary for the performance of the Work or the designated portion of the Work;

(3) Accept assignment of any and/or all subcontractor, supplier, and or rental agreements; and /or

(4) Complete the Work or designated portions of the Work by whatever reasonable method(s) City may deem expedient and appropriate.

(D) Upon such termination, the City may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the City assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the City agrees to pay for such materials and the use of said equipment at a reasonable compensation.

(E) Whenever Contractor shall be and declared by the City to be in default under the Agreement, the Contractor's surety or sureties, after notice as provided for herein, shall promptly remedy the default in a manner acceptable to the City, or, alternative, timely discharge all obligations under the Performance Bond, which shall include the following: (1) Undertake through its agents or independent contractors, reasonably acceptable to the City, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Contractor under the Agreement, including without limitation, all obligations with respect to warranties, quality of workmanship, guarantees, and payment of liquidated damages, or at surety's election, or, if required by the City; (2) Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by the City of the lowest responsive responsible bidder, arrange for a contract between such bidder and the City and make available as work

progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Contractor under the Agreement, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or (3) Tender to the City via cashier's draft the full penal sum of the performance bond. The need for the surety to act promptly in response to a demand by the City is material to the overall completion of the project. The failure of the surety to perform timely as required hereunder shall enable the City, in its sole discretion, to complete the work or designated portion of the work by whatever reasonable method(s) the City may deem expedient and appropriate and in such event the City shall have the right to recover from Contractor's surety or sureties the amount of actual damages incurred by the City in excess of the amount of unpaid contract sum. "Actual damages" as used in this Section 8.4(E) includes all reasonably necessary costs incurred to complete the Work, including, but not limited to, the construction administration, management and project management costs incurred by the City's personnel as well as third parties retained by the City, as well as those incidental and consequential costs incurred due to delays, loss of use, storage, personnel and interest expenses incurred.

(F) If City terminates the Contractor's control of the Work or portion of the Work in accordance with this Section, the Contractor will not be entitled to receive any further payment until the entire Work or designated portion of the Work is completed and accepted by the City. Contractor and its sureties shall be liable to the City for any and all additional costs, expenses and damages incurred by the City to compete the Work or designated portion of the Work, including compensation for additional managerial, administrative and consulting services, plus the assessment of liquidated damages assessed pursuant to the Contract Documents.

(G) If the cost incurred by the City as the result of the termination of Contractor's control of the Work or a portion of the Work in accordance with this Section exceed the unpaid Contract Sum, the Contractor and/or the Contractor's sureties shall pay the difference to the City.

(H) Upon completion and acceptance of the entire Work, Contractor is entitled to the return of all unused materials and its equipment, tools, and appliances, except that Contractor shall have no claim on account of usual and ordinary depreciation, loss, wear and tear.

(I) If City terminates Contactor's control of the Work for cause, and it is later determined that the termination was wrongful, such default termination will automatically be converted to and treated as a termination for convenience. In such event, Contractor will only be entitled to receive the amounts payable pursuant to Section 8-1.14, "Contract Termination", of the Standard Specifications, as modified by the Special Provisions, applicable to a termination for convenience of the City, and Contractor expressly waives and Claim for any other amounts or damages, including, but not limited to, any claim(s) for consequential damages, lost profits or loss of bonding capacity.

(J) In the event of any conflict between the requirements of Section 8-1.13, "Contractor's Control Termination", of the Standard Specifications, and Section 8.4 ("Breaches, Defaults and Termination for Cause") of the Special Provisions, the more stringent requirement(s) shall apply.

END OF SECTION 8

SECTION 9: MEASUREMENT AND PAYMENT

9.1 GENERAL

(A) The Contractor's attention is directed to the provisions of Section 9, "Payment", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, all of which are applicable to this Project.

(B) Insert the following at the end of Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications:

> When an item of work is designated as final pay in the City's Authorized Representative's Estimate, the estimated quantity for an item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the City's Authorized Representative, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in a increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for in the Standard Specifications. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.
>
> The estimated quantity for each item of work designated as final pay in the City's Authorized Representative's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computation, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.
>
> In case of discrepancy between the quantities shown on the plans as final pay quantities and quantity of the same item shown in the City's Authorized Representative's Estimate, payment will be made on the final pay quantities shown on the plans.

(C) Delete the following sentences from Section 9-1.03, "Payment Scope", of the Standard Specifications: "The Department pays 6 percent annual interest for unpaid and undisputed claims. Interest starts to accrue 61 days after the Department accepts a claim statement;" and "The Department pays 6 percent annual interest for awards in arbitration (Civ. Code § 3289)."

(D) Add the following paragraph to Section 9-1.03, "Payment Scope", of the Standard Specifications:

No payment or partial payment will be made for any materials on hand which are furnished but are not incorporated in the work. Work completed in place less than two (2) working days prior to the preparation of the monthly pay estimate shall not be eligible for payment until the following month's estimate.

(E) Insert the following after the third paragraph of Section 9-1.04A, "General", of the Standard Specifications:

> With respect to Work paid by force account associated with a Compensable Delay, the markups specified in this Section for labor, materials and equipment (and subcontractor costs), which includes compensation for all delay costs, overhead costs, and profit, shall be subject to the requirements of Sections 4, 8 and 9 of the Standard Specifications, as modified by the Special Provisions. Pursuant to Section 4-1.05B(7), and unless the City and Contractor agree otherwise pursuant to a Change Order, the markups specified in this Section for labor, materials and equipment (and subcontractor costs) shall not be allowed with respect to any Change Order or Construction Change Directive that includes an allowance to the Contractor for delay costs arising from a Compensable Delay during the first sixty (60) calendar days of Compensable Delay at the Project.

(F) Add the following to the end of Section 9-1.04A, "General", of the Standard Specifications:

> Contractor and all subcontractors must maintain records (including daily reports) that provide a clear distinction between the performance of the Force Account Work and the performance of all other operations and Work. With respect to the documentation of its labor, materials and equipment, Contractor shall furnish to City completed daily Force Account Work reports, on forms furnished by, or acceptable to, the City for each day's Force Account Work.
>
> The daily Force Account Work reports shall be signed by Contractor, and: (i) must be submitted not later than one (1) workday following the performance of said Work; (ii) must itemize the materials used; (iii) must cover the direct cost of labor and the charges for equipment rental, whether provided by Contractor, subcontractors, or other forces; and (iv) must provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and the size, type and identification number of equipment and hours operated.
>
> Material charges must be substantiated by valid copies of vendor's invoices. Such invoices must be submitted with the daily Force Account Work reports, or if not available, they must be submitted with subsequent daily Force Account Work reports.

Contractor's cost records (including those of its subcontractors and suppliers) pertaining to the Work, including Force Account Work, shall be subject to inspection or audit by the City in accordance with Section 5.4 of the Special Provisions.

(G) Insert the following at the end of Section 9-1.06A, "General", of the Standard Specifications:

All pay line items will be paid for at the unit prices set forth in the Bid Proposal for the respective items of work. The quantities of work or material stated as unit price items in City's Authorized Representative's Estimate are supplied only to give an indication of the general scope of the Work; the City does not expressly nor by implication agree that the actual amount of work of material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of work by an amount up to and including 25 percent of any bid item, with out a change in the unit price, and shall have the right to delete any bid item in its entirety, or to add additional bid items.

(H) Delete Section 9-1.07, "Payment Adjustments for Price Index Fluctuations", of the Standard Specifications.

(I) After the first sentence of Section 9-1.11A, "General", of the Standard Specifications, insert the following: "If applicable pursuant to the requirements set forth in this Section 9-1.11A, this Section shall only apply beyond the first sixty (60) calendar days of Compensable Delay(s)."

(J) Delete the last paragraph of Section 9-1.17C, "Proposed Final Estimate", of the Standard Specifications.

(K) Delete Section 9-1.17D(1), "General", of the Standard Specifications, and replace with the following:

If you accept the proposed final estimate or do not submit an exception to the proposed final estimate or a Claim pursuant to Section 9.11 of these Special Provisions within 30 days of receiving the estimate, the Engineer provides you the final estimate and the City pays the amount due within 30 days. This final estimate and payment is conclusive except as specified in sections 5-1.27, 5-1.47, and 9-1.21.

If you submit an exception to the proposed final estimate or a Claim pursuant to Section 9.11 of these Special Provisions within 30 days of receiving the Engineer's proposed final estimate, the Engineer provides you a semifinal estimate and the City pays undisputed amounts due, if any, within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by any claims or as specified in sections 5-1.27, 5-1.47, and 9-1.21.

An exception to the proposed final estimate shall reference any Claim pursuant to Section 9.11 of these Special Provisions previously filed by the Contractor and/or a Claim filed concurrently with the submission of the exception to the proposed final estimate, including the amount of any such Claim(s).

(L) Delete Section 9-1.17D(2), "Claim Statement", of the Standard Specifications.

(M) Delete Section 9-1.17D(3), "Final Determination of Claims", of the Standard Specifications.

(N) Delete Section 9-1.22, "Arbitration", of the Standard Specifications. The dispute resolution procedures applicable to any Claim(s) denied or reject by the City's Authorized Representative shall be subject to Section 9.11 of these Special Provisions.

9.2 PROGRESS AND PARTIAL PAYMENTS

In addition to the requirements of Section 9-1.16, "Progress Payments", of the Standard Specifications, the following requirements shall also be applicable to this Project:

(A) The Contract Sum is stated in the Agreement and, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

(B) Within thirty (30) calendar days after the award of the Agreement, and before submission of the first Application for Payment, the Contractor shall submit to the City for approval, a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used only as a basis for the Contractor's Applications for Payment.

(C) The Contractor shall, on or before the first day of each month, make an estimate of the Work performed during the preceding month and submit an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the City may require, including appropriate monthly updates to the construction progress schedule, and reflecting retention, if any, as provided elsewhere in the Contract Documents. Absent an express finding pursuant to Public Contract Code section 7201(b) authorizing the City to withhold a higher amount of retention (in excess of 5% of the estimated value of the work done and the labor, materials, equipment, and services provided), the City shall retain an amount from each progress payment not to exceed 5% of the estimated value of the Work done and the labor, materials, equipment, and services provided, all in accordance with Public Contract Code section 7201, and the City shall pay to the Contractor ninety percent (95%) of the value of said Work in place, as checked and approved, within thirty (30) calendar days of the City's receipt of an undisputed and properly submitted application for payment. The balance of five percent (5%) of the estimate shall be retained by the City until the time of final acceptance of the Work, and release in accordance with requirements of the Contract Documents and California law. In lieu of the five percent (5%) retainage, the Contractor may substitute securities as provided

for in Public Contract Code Section 22300 and Document 00630 ("Sample Escrow Agreement for Security Deposits in Lieu of Retention").

(D) As a condition precedent to payment by City, each itemized Application for Payment shall be accompanied by a current Conditional Waiver and Release Upon Progress Payment, in the form specified by the applicable California Civil Code, from Contractor and each of Contractor's subcontractors, suppliers, and union trust funds for which payment is sought by the Application for Payment, and an Unconditional Waiver and Release Upon Progress Payment, in the form specified by the applicable California Civil Code, from Contractor and each of Contractor's subcontractors, suppliers, and any union trust fund for which payment was sought by Contractor in the immediately preceding Application for Payment and for which the City made payment.

(E) The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the City, or its assignee, either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, stop notices, claims, security interest or encumbrances hereinafter referred to in this Section 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the Project or furnishing materials and equipment for the Project, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.

(F) Unless otherwise provided in the Contract Documents, payments may be made, within the sole discretion of the City, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Project site and, if approved in advance by the City, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the Project site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City to establish the City's title to such materials or equipment or otherwise protect the City's interest, including applicable insurance and transportation to the Project site for those materials and equipment stored off the Project site.

(G) The City shall make payment in the manner and within the time provided in the Contract Documents after verifying the accuracy of the Application for Payment.

(H) The Contractor shall promptly pay each subcontractor upon receipt of payment from the City, out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to their Sub-subcontractors in similar manner.

(I) Neither certification of a progress payment, delivery of a progress payment, nor partial or entire use or occupancy of the Project by the City, shall constitute an acceptance

of any work not in accordance with the Contract Documents, nor shall it be deemed a waiver of City of any remedy it may have in law or equity.

(J) California Public Contract Code section 20104.50 sets forth the Legislature's intent for prompt payment to contractors and establishes the following procedures for timely progress payments and payment of interest:

(1) Any local agency which fails to make any progress payment within thirty (30) Days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the Code of Civil Procedure.

(2) Upon receipt of a payment request, each local agency shall act in accordance with the following:

(a) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(b) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(c) The number of days available to a local agency to make a payment without incurring interest pursuant to California Public Contract Code §20104.50 shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement.

(d) A progress payment includes all payment due contractors, except that portion of the final payment designated by the contract as retention earnings.

(e) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

9.3 WITHHOLDING OF PAYMENTS

In addition to the requirements of Section 9-1.16E, "Withholds", of the Standard Specifications, the following requirements shall also be applicable to this Project:

The City may withhold payment in whole or in part to the extent necessary to reasonably protect the City, if it is unable to verify the accuracy of an Application for Payment. If the City is unable to verify the accuracy of an Application for Payment, the City will notify

the Contractor in writing. If the Contractor and the City cannot agree on a revised amount, the City will promptly process payment for those amounts for which it is able to verify. The City may also decline to make payment to protect the City from loss because of subsequently discovered:

(i) Defective Work not remedied;

(ii) Third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors;

(iii) Failure of the Contractor to make payments properly to Subcontractors, or for labor, materials or equipment;

(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(v) Damage to the City or another contractor;

(vi) Reasonable evidence that the Work will not be accomplished in compliance with the Contract Time;

(vii) Failure to carry out the Work in accordance with the Contract Documents, including, without limitation, the failure to make required submittals;

(viii) Stop notice(s) served upon the City;

(ix) Failure to submit certified weekly payrolls;

(x) Failure or refusal of Contractor to comply with the Contract Documents, including the failure of the Contractor to provide any required Warranty/Maintenance Bond; and

(xi) Any other material breach of the Contract Documents by Contractor and/or its subcontractors or suppliers.

When the grounds in Section 9.3, above, are removed, payment shall be made by City for amounts withheld because of them.

In the event of any conflict between the requirements of Section 9-1.16E, "Withholds", of the Standard Specifications, and Section 9.3 ("Withholding of Payments") of the Special Provisions, the more stringent requirement(s) shall apply.

9.4 RETAINAGE FROM PAYMENTS

Subject to and in accordance with the requirements of California law (including Public Contract Code section 7201) and the Contract Documents, the City shall hold retainage from the Contractor. The Contractor, or its subcontractors, shall return all monies withheld in retention from a subcontractor within the time periods authorized under California law after receiving payment for Work satisfactorily completed and accepted including

incremental acceptances of portions of the contract Work. Any violation of this provision shall subject Contractor, or its subcontractors, to the penalties, sanctions and other remedies specified under California law. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to City or the Contractor, or its subcontractors, in the event of a dispute involving late payment or nonpayment by Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE contractors and subcontractors.

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may elect to substitute securities for any monies withheld by the City to ensure performance under the Contract Documents, including Document 00630 ("Sample Escrow Agreement for Security Deposits in Lieu of Retention"). At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the requirements of the Contract Documents, the securities will be returned to the Contractor. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code.

9.5 PROMPT PROGRESS PAYMENTS TO SUBCONTRACTORS

Contractor, and its subcontractors, shall pay any subcontractor not later than seven (7) calendar days of receipt of each progress payment in accordance with the provision in section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any violation of section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section and Section 10262 of the California Public Contract Code. The prime contractor or subcontractor shall return all monies withheld from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to City or the Contractor, or its subcontractors, in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors. The Contractor shall complete and submit to the City, Caltrans Exhibit 9-P by the 15th of each month ~~in which a DBE subcontractor performed work during the previous month of the reporting period.~~ Exhibit 9-P includes the payment amount of all subcontractor work performed during the reporting period.

9.6 USE BEFORE ACCEPTANCE

(A) City has the right to utilize or place into service any item of equipment or other usable portion of the Work before acceptance of the entire Project. Whenever City plans to exercise said right, City's Authorized Representative will notify Contractor in writing, identifying the specific portions of the Work to be so utilized or otherwise placed into service, hereinafter referred to as "Use Before Acceptance".

(B) Until City's Authorized Representative issues such written notification, Contractor is responsible for all care and maintenance of all items or portions of the Work.

(C) Upon City's issuance of written notice of Use Before Acceptance, City accepts responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, excepting any injury or damage resulting from Contractor's actions or negligence.

(D) City's Use Before Acceptance does not constitute acceptance of the Work, or any portion of the Work, by City, nor will it relieve Contractor of responsibility for correcting defective and/or deficient Work or materials found at any time before acceptance of the Work or during the Guarantee period after City's acceptance.

(E) Notwithstanding any Use Before Acceptance, Contractor retains full responsibility for fulfillment of all the requirements of the Contract Documents.

(F) Should the City elect to partially occupy or use portions of the Work prior to acceptance, Contractor must perform final cleaning and any other preparations as required by the City, at the direction of the City, prior to their being so occupied or used.

9.8 SUBSTANTIAL COMPLETION

(A) When the Contractor considers the Work, or a designated portion of the Work, to be substantially complete as defined in the Special Provisions, the City shall inspect the Work and prepare a list of items to be complete or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. For purposes of the Contract Documents, the term "Substantial Completion", or "substantially complete", shall mean that the construction is sufficiently complete, in accordance with the Contract Documents, that the City can occupy or utilize the Work or a designated portion thereof for the use for which it is intended.

(B) Upon Substantial Completion of the Work or designated portion thereof, and upon application by the Contractor and certification by the City, the City shall make payment, reflecting adjustments in retainage, if any, for such work completed or portion thereof as provided in the Contract Documents.

(C) When the City, on the basis of inspections, determines that the Project or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion.

9.9 FINAL COMPLETION AND PAYMENT

(A) For purposes of the Contract Documents, the term "Final Completion" shall mean that the acceptance of the entire Work in accordance with the Contract Documents.

(B) With respect to the final inspection and final payment procedures applicable to the Project, Contractor's attention is directed to Section 9-1.17, "Payment After Contract

Acceptance", of the Standard Specifications, as modified by these Special Provisions and the Contract Documents, which shall be applicable to this Project.

(C) Following the City's issuance of the Certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's completion of the Work, the Contractor shall forward to the City a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the City a final Application for Payment. Upon receipt, the City will promptly make such inspection. When the City finds the Work acceptable under the Contract Documents and the Agreement fully performed, the City shall issue the proposed final estimate (pursuant to Section 9.1.17C, "Proposed Final Estimate", of the Standard Provisions).

(D) The City shall also cause a Notice of Completion to be recorded in the Office of the County Recorder upon Final Completion. Unless the Contract Documents provide to the contrary, all warranties and guarantees required by the Contract Documents shall commence on the date of the recording of the Notice of Completion of the Project.

(E) Upon the City's issuance of the proposed final estimate, Contractor shall strictly comply with the requirements of Sections 9-1.17C, "Proposed Final Estimate", and 9-1.17D, "Final Payment and Claims", of the Standard Specifications, as modified pursuant to the Special Provisions, and including, without limitation, all requirements regarding the filing of claims in advance of final payment.

(F) Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the City: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or the City's property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the City; and (4) any and all other documentation and data (including, without limitation, any Maintenance/Warranty Bond) required under the Contract Documents.

(G) If, after Substantial Completion of the Work, Final Completion is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting Final Completion, the City shall, upon application by the Contractor and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted.

(H) The making of final payment shall not constitute a waiver of any claims by the City.

(I) Subject to the terms of the Contract Documents, the acceptance of final payment shall, after the date of Substantial Completion of the Project, constitute a waiver of all Claims by the Contractor absent Contractor's strict compliance with Section 9-1.17D, "Final Payment and Claims", of the Standard Specifications, as modified pursuant to the Special Provisions.

(J) All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

(K) Final payment will be made in accordance with the Contract Documents and California law, including, without limitation, Public Contract Code § 7107.

(L) Pursuant to Public Contract Code § 7107, in the event of a dispute between the City and Contractor, the City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

9.10 COMPENSATION FOR COMPENSABLE DELAY

In addition to the requirements of Section 8-1.07C, "Payment Adjustments", Section 9-1.04, "Force Account", and Section 9-1.11, "Time-Related Overhead", of the Standard Specifications, as modified by the Special Provisions, the following requirements shall also be applicable to this Project:

(A) Definitions:

(1) For purposes of the Contract Documents, the term "Excusable Delay" means any delay to the completion of the Project beyond the expiration of the Contract Time(s) caused by conditions beyond the control and without the fault or negligence of the Contractor (or its subcontractors or suppliers) such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. (Subject to the Contract Documents, an Excusable Delay may entitle the Contractor to request an adjustment in the Contract Time (including, without limitation, pursuant to Section 8.1.07B, "Time Adjustments", of the Standard Specifications, and Section 8.2 of the Special Provisions), but shall not entitle the Contractor to any adjustment in the Contract Sum); and

(2) For purposes of this Contract Documents, the term "Compensable Delay" means any delay of the completion of the Work beyond the expiration date of the Contract Time(s) for which the City is solely responsible due to its conduct or inaction (and not including delays arising from Excusable Delay, weather or "Acts of God") and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties, but shall not include any delay to the performance of the Work to the extent that Contractor's performance is, was or would have been suspended, delayed or interrupted by another cause for which Contractor (or its subcontractors or suppliers) is/are solely or partially responsible (*i.e.*, concurrent Contractor-caused delays). Subject to the terms of the Contract Documents, a Compensable Delay may entitle the Contractor to an extension of the Contract Time and/or Contract Sum. Except as provided for under the Contract Documents, and subject to Public Contract Code section 7102, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

(B) If after timely notice from the Contractor the City's Authorized Representative agrees that the cost and/or time required for the performance of the Work has increased as a result of any Compensable Delay, the City's Authorized Representative will make an adjustment to the Contract Time and/or Contract Sum in accordance with the Contract Documents and all provisions therein that may establish the amount of all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions), that Contractor (and all subcontractors and suppliers, of any tier) may recover during the first sixty (60) calendar days of Compensable Delay, including, without limitation, Document 00400.4.2 ("Bid Proposal") and Section 9.10 ("Compensation for Compensable Delay") of the Special Provisions. No adjustment will be made for any increase in the Contract Sum required for the performance of the Work to the extent that Contractor's performance is, was or would have been suspended, delayed or interrupted by any Excusable Delay or another cause for which Contractor (or its subcontractors or suppliers) is/are solely or partially responsible (*i.e.*, concurrent Contractor-caused delays).

(C) In accordance with the Contract Documents, including, without limitation Document 00400.4.2 ("Bid Proposal"), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay is the amount set forth in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (*i.e.*, payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project.

(D) Delay costs that may arise from Compensable Delay beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

(E) With respect to any Change Order or Construction Change Directive that shall result in an adjustment of Contract Time due to a Compensable Delay, and unless the City and Contractor agree otherwise pursuant to a Change Order, the requirements set forth in this Section 9.10 shall apply in full force and effect. Unless the City and Contractor agree otherwise pursuant to a Change Order, Contractor shall not be entitled to any separate mark-up on its labor, material or equipment costs, or those incurred by its subcontractors or suppliers, during the first sixty (60) calendar days of Compensable Delay, including, without limitation, any mark-up for overhead, profit or general conditions, otherwise allowed on labor, materials and equipment pursuant to the Contract Documents.

9.11 CLAIMS AND DISPUTE RESOLUTION

Contractor's surety or sureties shall be bound by any award or judgment rendered in any proceeding arising from the Project or undertaken in accordance with the Contract Documents. Further, Contractor's surety or sureties shall be bound by and subject to the dispute resolution provisions set forth herein at Section 9.11 ("Claims and Dispute Resolution") of the Special Provisions, and Contractor's surety or sureties shall, at the request of City (or Contractor), participate in any dispute resolution proceedings, including mediation or litigation, that occur pursuant to the Contract Documents.

9.11.1 General. The parties intend that differences between the City and Contractor, arising under the Agreement, be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The City and Contractor agree to initially strive to resolve all disputes amicably and in an informal manner. Any dispute resolved informally shall be documented by the Engineer, and if the dispute resolution involves a change in the Contract Work, increase or decrease in the compensation due the contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution shall be confirmed by a Change Order pursuant to the Contract Documents. Informal discussions or negotiations with the Engineer or other City representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the Engineer in writing. Contractor, and Contractor's surety or sureties, shall be bound by and subject to the dispute resolution provisions as set forth in these Special Provisions, and Contractor's surety or sureties shall, at the request of the City (or Contractor), participate in any dispute resolution proceedings, including mediation or litigation that may occur pursuant to the Contract Documents.

9.11.2 Compliance Required. Contractor shall not be entitled to any additional time to complete Work or to the payment of any additional compensation for claimed extra work (or otherwise on account of any claim, cause, act, failure to act, or happening of any event or occurrence) unless the City has issued a Change Order pursuant to the Contract Documents, or a Claim has been timely filed and approved pursuant to the Contract Documents, including, without limitation, Section 9.11 of the Special Provisions. If the Contractor fails to timely file a written Claim in accordance with the Contract Documents, then the Contractor shall be deemed to have waived any right or remedy to thereafter pursue the claim against the City in any administrative, arbitration or litigation proceeding.

9.11.3 Definition of Claims. A claim for purposes of this section 9.11 means a separate demand by the Contractor for (a) a time extension (including a demand for relief from damages or penalties for delay assessed by the City under the Agreement), (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the City.

9.11.4 Requirements for Filing of Contract Claim; Contents; Filing Deadline

(A) Contents. The Contractor may file a "Contract Claim" with the Engineer. A Contract Claim must (a) be in writing; (b) be labeled or clearly indicated as a claim under the Agreement; (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the Claim (inclusive of all specified information and materials as set forth in Section 5-1.43A ("Initial Contract Claim Record") of the Standard Specifications, as revised pursuant to Section 5.1 of the Special Provisions); (d) include (or reference earlier provided) documents that support and substantiate the Claim; and (e) include the following certification, properly completed and executed by Contractor or any officer of Contractor:

I, _____BEING THE _____(must be an owner or officer) OF_____(CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND I DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT AND/OR CONTRACT TIME EXTENSION REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTON 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

(B) Filing Deadline. A Contract Claim must be submitted to the Engineer within the following claim filing deadlines: (a) if a deadline is set forth in the Contract Documents for filing of the particular Claim, then the Claim must be filed by the specified time; (b) if the Claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the Engineer prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the Engineer; and (c) for all other Claims not included within (a) or (b), the claim must be filed on or before 15 days after the date of the occurrence, event or circumstance giving rise to the Claim. In no event shall a Contract Claim be filed later than the date of final payment.

9.11.5 Claims Subject to Public Contract Code Section 9204; Procedure

(A) Application. Section 9.11.5(A) through (C) applies solely to the handling and resolution of a Contract Claim(s) sent to the City by registered mail or certified mail with return receipt requested in accordance with Public Contract Code section 9204(c)(1).

(B) Claims Handling Procedure. With respect to any Contract Claim(s) sent to the City in accordance with Section 9.11.5(A), the provisions of Public Contract Code section 9204 shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in *Appendix A* to Section 9 of the Standard Provisions.

(C) Claims Procedure Post-Mediation. In the event mediation, if any, is unsuccessful pursuant to Public Contract Code section 9204, and all or parts of the Contract Claim(s) remain in dispute, then the Contractor shall thereafter comply with the Claim procedures as set forth at Section 9.11.6 ("Claims Equal to or Less Than $375,000") or Section 9.11.7 ("Claims Exceeding $375,000"), as applicable.

9.11.6 Claims Equal to or Less Than $375,000; Procedure

(A) Application. This Section applies solely to the handling and resolution of a Contract Claim(s) that is/are in an amount equal to or less than Three Hundred Seventy-Five Thousand Dollars ($375,000).

(B) Claims Handling Procedure. With respect to any Contract Claim(s) subject to Section 9.11.6(A), the provisions of Public Contract Code section 20104, *et seq*. shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in *Appendix B* to Section 9 of the Standard Provisions.

(C) Agreement to Opt-Out. Notwithstanding anything to the contrary in the Contract Documents, the City and Contractor may mutually agree at any time, in writing, that any Claim(s) to which the obligations set forth in Section 9.11.6 apply (*i.e.*, unresolved Claims in an amount equal to or less than $375,000) shall be subject to the dispute resolution requirements as set forth in Section 9.11.7 applicable to the resolution and handling of claims in an amount in excess of $375,000. Should the City and Contractor so agree in writing, the parties shall follow the requirements with respect to mediation and, if necessary, litigation, in accordance with Section 9.11.7.

9.11.7 Claims Exceeding $375,000; Procedure

(A) Application. This Section applies solely to the handling and resolution of a Contract Claim(s) that is/are in an amount exceeding Three Hundred Seventy-Five Thousand Dollars ($375,000).

(B) Claims Handling Procedure, Final Claim Determination. With respect to any Contract Claim(s) subject to Section 9.11.7(A), the following shall apply:

(i) Regardless as to whether Contractor has previously submitted a Contract Claim pursuant to Section 9.11.5(A) of the Special Provisions, any Claim subject to Section 9.11.7(A) of the Special Provisions shall be augmented to include of all specified information and materials as set forth in Section 5-1.43B ("Final Contract Claim Record") of the Standard Specifications, as revised pursuant to Section 5.1 of the Special Provisions)

(ii) The Engineer shall review facts pertinent to the Claim and obtain any additional information deemed necessary for a decision, if any. The Engineer shall render a written decision on the Claim within 60 days of receipt of the Claim submitted in accordance with Section 9.11.7 ("Final Claim Determination").

(iii) If Contractor disputes the Final Claim Determination of the Engineer, or if the Engineer fails to respond within the time prescribed, Contractor may so notify the City, in writing, either within 15 days of receipt of the written decision or the Engineer's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Engineer shall schedule a meet and confer conference within 30 days for the purpose of discussing settlement of the Claim.

(iv) Submission of a Claim, in conformance with all the requirements of the Contract Documents, and rejection of all or part of said Claim by the Engineer, is a condition precedent to any further action upon the Claim by the Contractor.

(C) Mediation. The City and Contractor (and Contractor's surety or sureties, if requested to participate by City) agree to engage in good faith efforts to seek to resolve any outstanding Contract Claims submitted pursuant to Section 9.11.7 by mediation prior to proceeding with, and as a condition precedent to, further dispute proceedings. Any Contract Claim(s) or other disputes raised by the City which remain unresolved may, at the election of the City, be mediated subject this Section.

(i) Initiation of Mediation: Within ten (10) calendar days after the City issues its Final Claim Determination pursuant to Section 9.11.7(B)(i), or the conclusion of any meet and confer conference pursuant to Section 9.11.7(B)(ii), either party may initiate mediation of a Contract Claim or dispute by notifying the other party, in writing, of its intent to mediate any Contract Claim(s) denied or rejected by the City or otherwise in dispute. Contractor hereby expressly waives all Claims not timely submitted to mediation in accordance with this Section.

(ii) Request for Mediation: A request for mediation must be in writing and set forth a brief statement that identifies the Claim(s), the asserted damages, the names, addresses, and contact information of the parties, and identify their authorized representative, if any, that will participate in the mediation.

(iii) Selection of Mediator: Upon receipt of a request for mediation, within fourteen (14) calendar days, the parties will meet and confer to select an appropriate mediator agreeable to all parties. If the parties cannot agree on a mediator, they hereby agree to accept a mediator to be appointed by a recognized alternative dispute resolution organization, such as the

American Arbitration Association or JAMS. The parties agree that any neutral selected or appointed to preside over the mediation shall be an attorney admitted to practice law in the State of California or a retired judge, and he or she shall possess at least 10 years' experience practicing law in the substantive areas of public contracting, public construction contracts and construction litigation.

(iv) Time and Place of Mediation: The mediator, using advice and input from the parties, shall set the time of each mediation session, as well as the mediation protocol (i.e., submission of briefs, statement of damages, etc.). The mediation will be held at any convenient location agreeable to the mediator and the parties, as the mediator determines. All reasonable efforts will be made by the parties and the mediator to schedule the first session within thirty (30) calendar days after selection of the mediator.

(v) Expenses: All fees paid to the mediator, including any required traveling and other expenses of the mediator, will be shared equally among the parties to the mediation.

(vi) Termination of Mediation: The mediation may be terminated: (a) by the execution of a settlement agreement by the parties; (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) by a writing on behalf of a party or parties to the effect that the mediation proceedings are terminated.

(vii) Privileges and Protections: All meetings, communications and correspondence relative to the mediation procedures set forth in this Section shall be subject to any applicable mediation or settlement-related privilege afforded under California law, including, without limitation, California Evidence Code §§1115, *et seq.*, 1152 and 1154.

(D) Presentation of Statutory Claim. For purposes of the mediation procedure set forth in this Section, the running of the time period within which a claim (other than a tort claim) must be filed pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code shall be tolled from the time a written request for mediation is submitted until the time that the mediation process is terminated. However, nothing in this Section or the Contract Documents is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. If, at the termination of the mediation proceedings pursuant to this Section 9.11.7, the Claim(s), or any portion thereof, remain(s) in dispute, and as a condition precedent to the commencement by Contractor of any litigation arising from or related to the Contract Documents, the provisions of California law applicable to the presentation of claims and prosecution of disputes by the Contractor shall apply to Claims asserted by the Contractor, including, without limitation, Chapter 1

(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Contractor shall be responsible to fully satisfy and comply with all such requirements as may be applicable to any Claim(s) presented by Contractor. Any litigation arising out of the Contract Documents shall be brought in the El Dorado County Superior Court, and Contractor expressly waives the removal provisions of California Code of Civil Procedure Section 394.

9.11.8 Contract Work Pending Claim Resolution. In the event of any dispute between the City and Contractor, or during the pendency of any Contract Claim(s) or associated proceedings under this Section or the Contract Documents, Contractor shall not stop, or delay performance of, the Work, but shall prosecute the Work diligently to completion in the manner directed by the Engineer.

9.11.9 Disputes Involving Architect or Design Professionals. In the event that any Claim(s) asserted by the Contractor arise from or is/are related, in any manner, to conduct or actions for which the Project Architect or other design professional may be responsible, the parties acknowledge and agree that the City may, in its sole discretion, require the participation and/or joinder of the Project Architect or other design professional in any dispute proceeding under this Section. This right shall remain solely within the discretion of the City, and Contractor shall have no rights under the Contract Documents to require or seek to compel the participation and/or joinder of the Project Architect or other design professional in any dispute proceeding under this Section or elsewhere under the Contract Documents.

9.11.10 Application of Section. The procedures and remedies set forth in this Section shall not apply to: (i) any claim by the City against the Contractor or its surety or sureties (unless the City, in its sole discretion, opts to proceed hereunder); (ii) any claim or dispute relating to stop notices; or (iii) any claim relating to the approval, refusal to approve or substitution of any subcontractor, regardless of tier, pursuant to Public Contract Code section 4700, *et seq*.

APPENDIX A (Special Provisions): CLAIMS RELATING TO PUBLIC CONTRACTS:

Public Contract Code - §9204 - Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did

not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

APPENDIX B (Special Provisions): CLAIMS EQUAL TO OR LESS THAN $375,000:

Public Contract Code - §20104 - Application of article; provisions included in plans and specifications:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Public Contract Code - §20104.2 - Claims; requirements; tort claims excluded:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 Days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 Days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 Days of receipt of the local agency's response or within 15 Days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to

subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Public Contract Code - § 20140.4 - Civil action procedures; mediation and arbitration; trial de novo; witnesses:

(a) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleading, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with §1141.10) of Title 3 of Part 3 of the code of Civil Procedure, notwithstanding § 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with §2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with § 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Public Contract Code - §20140.6 - Payment on undisputed portion of claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under § 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF SECTION 9

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SECTION 10 CONSTRUCTION DETAILS

10-1.01 CONTROL OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Control of Work," of the Standard Specifications and these special provisions. Attention is directed to Section 10-1.13, “Maintaining Traffic,” of these special provisions.

The Contractor shall submit a construction schedule in accordance with the provisions of this section, these special provisions and the Standard Specifications for review and approval by the Engineer. The order of work shall be in accordance with all regional, state and local regulations, including what has been stated in the Storm Water Pollution Prevention Plan (SWPPP), Tahoe Regional Planning Agency (TRPA), and Regional Water Quality Control Board (Regional Board). The Contractor will be responsible for meeting all the requirements of the SWPPP, TRPA, and Regional Board Regulations. In the event fines are levied by these agencies for work by the Contractor, either to the City or Contractor, the Contractor shall be solely responsible for all costs associated with said fines. In the event the Regional Board, USFS, or TRPA issues a stop work order the Contractor will not be granted any additional working days, and the working days during which no work is performed will be counted as Contract working days.

The first order of work on the construction of the project, following Mobilization and installation of the Project Sign, will be potholing potential conflicts with existing utilities. Attention is directed to section 10-1.07, “Obstructions,” of these special provisions, for the list of utilities which shall be notified 48 hours prior to the start of potholing operations. Some of the most critical conflict areas are shown on the plans and shall be addressed prior to any construction occurring on the project, with exception of temporary erosion control related work. It is the responsibility of the Contractor to pothole to locate or verify all potential utility conflicts. Upon completion of the required potholing, to the Engineer’s satisfaction and after notifying utilities of any conflicts, the Engineer will authorize in writing that the Contractor may proceed with the next order of work, as described in the construction schedule.

Work shall be performed in a manner that will minimize inconvenience to residents, businesses and the public including the amount of time that a property ingress/egress is closed. Additionally, if any property has more than one property ingress/egress, the Contractor shall maintain at a minimum one access to the property at all times. The Contractor shall notify property owners a minimum of 48 hours prior to closing off access to any property. The Contractor shall notify the owner by posting a City prepared letter on the door of the building. The Contractor shall receive approval by the Engineer prior to any work being commenced.

The storm drain system shall be constructed starting at the lowest elevation as allowed by direction given herein these special provisions. In order to minimize the impact to the residents and businesses in the project area the Contractor shall complete work in one area prior to starting work in another area as directed by the Engineer. This excludes temporary erosion control measures.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices for the various items of work involved and no additional payment will be made therefor.

10-1.02 MOBILIZATION

Attention is directed to Section 9-1.16D "Mobilization," of the Standard Specifications.

The Contract lump sum price paid for Mobilization shall include full compensation for obtaining all bonds, insurance, and permits; plus all labor, materials, tools, equipment, and incidentals required for the performance and completion of the work as shown on the plans and specified in the Standard Specifications, these special provisions, and as directed by the Engineer. Mobilization shall also include the following items:

Providing on-site sanitary facilities.
Posting all OSHA required notices and establishment of safety programs.
Posting of all Prevailing Wage Requirements.
Preparing and transmitting all required Submittals.
Washing and Cleaning Equipment prior to bringing equipment on site, as required by the TRPA, City, Caltrans, and the Regional Water Quality Control Board.
De-mobilization
Pothole potential utility conflicts as provided in sections 10-1.01 and 10-1.07, "Order of Work" and "Obstructions," respectively, of these special provisions.
TRPA pre-grade meeting.
Pre-construction nesting bird survey

As part of mobilization, a pre-construction nesting bird survey shall be conducted. Attention is directed to the Environmental Assessment and section 14-6 of the Standard Specifications. The nesting bird survey shall be considered as included in the lump sum price for mobilization.

Full compensation for the Mobilization Contract item as specified above shall be considered as included in the lump sum price bid, with no additional compensation allowed therefor.

10-1.03 PERMITS

The Contractor shall secure any permits required for completion of the work including STPUD fire hydrant connection and necessary City of South Lake Tahoe permits and pay all costs associated with obtaining the permits. This does not include TRPA and the Regional Board permits.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed, therefor.

10-1.04 PROJECT SIGN

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to furnish and install the project sign the Standard Specifications, these special provisions and as shown on the plans.

Contractor's attention is directed to Section 5-1.21"Waste Material," of these special provisions.

The sign will be located as directed by the Engineer in the field. The sign material will be:

6 foot width x 4 foot height, 3/4" Crezon or Duraply sign board or equal
Background to be painted off-white enamel, 2 coats
Lettering and striping to be royal blue
Back of sign to be painted green
Posts (2 total) to be 4' x 6 ' pressure treated fir embedded 4 feet into the ground
Bottom of sign shall be mounted at a height of 3 to 4 feet.

The City may choose, at its sole discretion, to have the project sign remain on the project site upon completion of construction of the project. In the event the City chooses this, the sign will remain and become the sole property of the City. The Contractor will be notified by the Engineer whether the sign will remain or be removed by the Contractor upon completion of construction.

The cost for the Project Sign Contract item shall be included on the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

10-1.05 WATER POLLUTION CONTROL

Water pollution control shall conform to the requirements in Section 13, "Water Pollution Control" of the Standard Specifications and these special provisions.

In addition to the requirements in said Section 13, the Contractor's program to control water pollution shall include storm water pollution prevention through erosion control measures to prevent, to the extent feasible, any net increase in pollution of storm water runoff from entering waterways. The storm water pollution prevention program shall include all the requirements of said Section 7-1.01G and the permit requirements specified herein.

This project is subject to the General Waste Discharge Requirements of Board Order No. R6T-2005-0007 issued by the State of California Regional Water Quality Control Board (CRWQCB) and the SWPPP. Copies of the permits and initial SWPPP are included in the Appendix of these special provisions. The permits regulate storm water and have specific requirements covering work to be performed under this Contract. The Contractor shall meet the permit requirements for Best Management Practices, Discharge Specifications and Prohibitions, Provisions, and all agency approval conditions.

The initial SWPPP for the project is included in the Appendix of these Special Provisions. The Contractor shall maintain a copy of the SWPPP and all amendments thereto at the construction site and shall make the SWPPP available during construction activities. The Contractor shall be responsible for preparing all amendments to the SWPPP. The Contractor shall submit the prepared amendment to the Engineer for review and approval prior to submitting the amendment to the Regional Board for their review and approval, and prior to the Contractor starting construction. This work can be accomplished prior to the execution of the contract and receipt of the necessary bonds and insurances. The Contractor shall be responsible for implementing the requirements of the SWPPP and shall be responsible for updating the SWPPP and implementing the updated requirements, as necessary, through the life of the contract.

It shall be the Contractor's responsibility to fully inform himself or herself of the conditions of the permit and shall conduct his or her construction operations accordingly. Specifically, the Contractor shall comply with the permits' discharge prohibitions and receiving water limitations.

The Contractor shall be responsible for the cleanup of all asphalt spoils generated from the project. Cleaning out of any paving equipment by spreading of asphalt concrete spoils on unpaved surfaces is not allowed. Diesel fuel spilled onto unpaved areas shall be removed immediately.

Conformance with the requirements of this section shall in no way relieve the Contractor from the responsibilities as provided in Section 5-1.36, "Property and Facility Preservation."

Any change in the agency's conditions of approval as proposed by the Contractor shall be submitted to the Engineer for transmittal to the CRWQCB for their approval.

Full compensation for conforming to the requirements in Section 13, "Water Pollution Control," of the Standard Specifications and these special provisions shall be considered as included in the Contract prices for the various items of work involved and no additional compensation will be allowed therefor.

10-1.06 CONTROL OF WATER

Work described in this section shall conform to the provisions of Section 13, "Water Pollution Control," of the Standard Specifications, these Special Provisions, the TRPA Handbook of Best Management Practices, and Living with Fire, Second Edition and the Permits that regulate water discharges associated with construction activities. In case of conflict between any of these requirements, the most stringent shall apply.

As part of the water pollution control work, a Control of Water Plan is required for this Contract. The Control of Water Plan shall conform to the requirements in Section 13, "Water Pollution Control," of the Standard Specifications, the requirements in the TRPA Handbook, the requirements of the Permits and these Special Provisions. Attention is drawn to Section 10-1.05, Water Pollution Control of these Special Provisions, with specific reference to SWPPP

submittals. The Contractor will be required, upon award, to update the preliminary Control of Water Plan with detailed information that includes, but is not limited to:

1. Name of General Developer/Contractor's company.
2. Name, address, and telephone number of the Contractor's Foreman.
3. List of all Contractors and subcontractors associated with project.
5. Emergency contact person and 24-hour phone number.
4. Schedule of values for Contract item Control of Water.
5. All other information required for the Control of Water Plan.

No work having potential to cause water pollution as determined by the Engineer shall be performed until the updated SWPPP and Control of Water Plan has been accepted by the Engineer.

Contractor shall submit three (3) copies of the updated Control of Water Plan to the Engineer for review and comment no later than five (5) working days after the pre-construction conference. Construction shall not begin until the updated Control of Water Plan has been reviewed and accepted by the Engineer and all materials required for work are on site. The Contractor shall allow five (5) working days for the Engineer's review. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the updated Control of Water Plan within five (5) calendar days of receipt of the Engineer's comments and shall allow five (5) working days for the Engineer to review the revisions. Upon acceptance of the updated Control of Water Plan by the Engineer, three (3) additional copies of the updated Control of Water Plan, incorporating all the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally accept the updated Control of Water Plan while minor revisions are being completed. Failure to submit an acceptable updated Control of Water Plan shall not in any way delay the start of the Contract working days.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices for the various items of work involved and no additional payment will be made therefor.

10-1.07 RELATIONS WITH TAHOE REGIONAL PLANNING AGENCY

This project is located within the Lake Tahoe Basin, which is controlled by the TRPA. A copy of the permit is included in the Appendix of these special provisions. The permit has specific requirements covering work to be performed under this Contract. The Contractor shall meet the permit requirements for Best Management Practices, revegetation, grading season restrictions, and all agency approval conditions.

It shall be the Contractor's responsibility to be fully informed of the conditions of the permit and shall conduct his or her construction operations accordingly. Any change in the agency's conditions of approval as proposed by the Contractor shall be submitted to the Engineer for transmittal to the TRPA for their approval.

The Contractor shall maintain a copy of the permit at the construction site and shall make the permit available to operating personnel during construction activities.

Conformance with the requirements of this section shall in no way relieve the Contractor from the responsibilities as provided in Section 5-1.36 “Property and Facility Preservation” of the Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices for the various items of work involved and no additional compensation will be allowed therefor.

10-1.08 COOPERATION

Attention is directed to Sections 7-1.14, "Cooperation," and 5-1.36 "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

The City of South Lake Tahoe reserves the right to do work with its own forces or to let other contracts for work on or contiguous to the work set forth in the Drawings and special provisions.

The Contractor shall coordinate all activities within the project area with the utility companies. Any delays resulting from conflicts will be borne by the Contractor and no additional payment will be made, nor will any additional working days be granted.

Contractor shall notify STPUD forty-eight (48) hours in advance of work affecting sewer and water mains, and sewer and water services. Contractor shall coordinate disruptions to service with STPUD and the affected property owner/s and residents.

Water, sewer, and storm drain crossings shall conform to the "criteria for the separation of water mains and sanitary sewers" of the State of California Department of Health Services.

If USA utility location marks are worn away during construction it is the responsibility of the Contractor to contact USA to re-locate and mark said utility locations in the field during construction.

Sewer service and sewer main horizontal locations and depths shown on these plans are approximate only. If during the construction of the Project, a relocation of a main sewer pipe is required, STPUD will be informed. The Contractor shall expose existing pipe and provide all trenching and shoring as required. STPUD will construct the pipe relocation and backfill. The Contractor shall construct trench resurfacing. All sewer line construction materials and methods shall conform to the requirements of STPUD.

The Contractor shall assume that each parcel is served by a sewer service. Existing sewer services that conflict with storm drain installation will require relocation. Contractor shall relocate sewer services. All sewer related construction materials, methods, testing and inspection shall conform to the requirements of the STPUD.

Where proposed storm drain pipe and existing sewer pipe cross, as shown on plans or as marked by Underground Service Alert (USA, call 811 or 800-227-2600), Contractor shall pothole sewer lines to a minimum depth of twelve (12) inches below bottom of storm drain pipe. If conflict exists and is not shown on plans Contractor shall notify the Engineer immediately.

Water service and water main horizontal locations and depths shown on these plans are approximate only. Contractor shall assume that each parcel is served by a water service. Existing water services and main lines that conflict with storm drain installation shall require relocation. Contractor shall relocate water service lines. Where water main lines require relocation Contractor shall expose existing water main and provide all trenching and shoring as required. The water utility company will construct the water main relocation and backfill. Contractor shall construct trench resurfacing. All water related construction materials and methods and testing and inspection shall conform to the requirements of the STPUD.

Where proposed storm drain pipe and existing water pipe cross, as shown on plans or as marked by USA, Contractor shall pothole water lines to a minimum depth of twelve (12) inches below bottom of storm drain pipe. If conflict exists and is not shown on Plans the Contractor shall notify the Engineer immediately.

Gas service and gas main horizontal locations and depths shown on these plans are approximate only. Contractor shall assume that each parcel is served by a gas service. Existing gas services and mains that conflict with storm drain installation shall require relocation. Contractor shall expose existing pipe and provide all trenching and shoring as required. The gas utility company will construct the pipe relocation and backfill. Contractor shall construct trench resurfacing. All gas related construction materials and methods shall conform to the requirements of the current governing gas utility.

Where proposed storm drain pipe and existing gas pipe cross, as shown on plans or as marked by USA, Contractor shall pothole for gas lines to a minimum depth of twelve (12) inches below bottom of storm drain pipe. If conflict exists and is not shown on plans Contractor shall notify Engineer immediately.

All potholing is the responsibility of the contractor and no additional compensation will be allowed therefor.

10-1.09 OBSTRUCTIONS

Attention is directed to Section 5-1.36 “Property and Facility Preservation”

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gasses; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded

metal shields or sheaths; and underground electrical conductors or cables with a potential to ground of more than 300 volts.

The Contractor shall notify the Engineer, at telephone number (530) 542-6030, and Underground Service Alert 811 at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work over or in the vicinity of any underground utility.

If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or his representative, the City will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right-of-Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 5-1.36C, "Utility and Non-Highway Facilities," of the Standard Specifications.

In accordance with the provisions of Section 4215 of the California Government Code, the Contractor will be compensated under the provisions of Article 11 of the General Conditions, Change of Contract Price," for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated on the plans and specification with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor will not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the Owner or the owner of the utility to provide for the removal or relocation of such utility facilities.

UTILITY COMPANIES NOTIFICATIONS: The Contractor shall notify the following listed utility companies one week in advance of doing any work at the site of the project:

Southwest Gas Corporation
400 Eagle Station Lane
Carson City, NV 89701
Phone: (775) 887-2864

AT&T
3675 T Street, Room 170
Sacramento, CA 95816
Phone: (916) 453-6287

Liberty Energy
933 Eloise Avenue
South Lake Tahoe, CA 96150
Phone: (530) 541-1949

Spectrum
3640 Lake Tahoe Blvd
South Lake Tahoe, CA 96150
Phone: (888) 406-7063

South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150
Phone: (530) 544-6474

Any necessary utility relocations will be performed by the Spectrum (cable), AT&T (telephone), Liberty Energy (power) and Southwest Gas (gas). The Contractor will be required to coordinate all activities within the project area with these utility companies. Any delays resulting from conflicts will be borne by the Contractor and no additional payment will be made, nor will any additional working days be granted. Necessary relocations or adjustments of water mains, laterals, gas mains or sewer laterals shall be performed in accordance with Section 5-1.36, "Utility Relocation and Adjustment."

The Contractor shall notify the utility within two hours of hitting or damaging pipelines, conduit, valves, structures or other appurtenances. The damaged item or area shall remain open or shall be uncovered to facilitate inspection by the utility.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed therefor.

10-1.10 CONSTRUCTION STAKING

The Contractor shall furnish stakes and/or marks to establish lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specification and these special provisions. The Contractor shall furnish construction survey and staking equipment and the Contractor shall be solely responsible for maintenance and protection of the survey stakes or marks. Construction staking will be verified by the Engineer. Control point maps shall be included as part of the Drawings. An electronic file can be obtained from the Engineer upon receipt of a signed release letter. Any additional construction staking verification requests made to the Engineer shall be made in writing a minimum of five working days prior the construction of the staked item. In the event the Contractor's operations destroy any of the survey control points, the Contractor shall replace such control points at his expense, subject to verification by the Engineer (verification costs will be borne by the Contractor). The cost of any such verification or replacement of the Engineer's control surveys will be deducted from any monies due the Contractor. The Contractor will not be allowed any adjustment in working days for such verification or replacement of survey control points.

The Contractor shall furnish labor and surveying equipment necessary for staking the project for construction purposes, including street centerline stations at 100-foot intervals on straights and 50-foot intervals on curves, plus beginning and ends of curves, storm drains, manholes, drop inlets, curb and gutter, channels, and treatment basins. All surveying work performed by, or for the Contractor, shall be performed by a licensed Land Surveyor in the State of California. The Contractor shall provide the name and license number of the Land Surveyor to be employed by the Contractor for the project. All labor wage regulations cited herein these special provisions shall pertain to workers performing construction staking and surveying services.

All stakes and survey markers will be conspicuously marked with flagging tape or paint if desired by the Contractor. The Contractor shall inform the Subcontractors of the importance of the preservation of all survey markers. The Engineer has identified monuments necessary for control. The Contractor shall be responsible for protecting and maintaining all stakes from

destruction. In the event that one or more of the stakes are damaged or destroyed, the Contractor will replace the stakes at the expense of the Contractor.

The Construction Staking shall include Right of Way survey staking every 2-3 parcels in Project areas where there are shoulder improvements.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed therefor.

10-1.11 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. The Contractor shall have the sign locations marked by Underground Service Alert.

Sign substrates may be fabricated from fiberglass reinforced plastic, but base material for construction area signs shall not be plywood. Posts shall be 4" x 4" minimum sectioned lumber pressure treated in conformance with the Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices for the various items of work involved and no additional payment will be made therefor.

10-1.12 RECORD DRAWINGS

The Contractor shall be responsible to provide a set of record drawings to the Engineer upon final completion and before final payment. The record drawings shall show field changes to the construction neatly, and clearly, marked in red pencil. The record drawings shall be updated at the end of each working day and kept on site in the job trailer.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.13 MAINTAINING TRAFFIC

Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09. Attention is also directed to Section 10-1.01, “Order of Work” elsewhere in these special provisions.

All guide signs shall be installed to maintain continuity of destination.

In addition to the existing warning and directional signs, the Contractor shall erect, within or adjacent to the limits of the work, such supplemental warning and directional signs as ordered by the Engineer.

The Contractor's vehicles shall be equipped with approved flashing beacons. The flashing beacons shall remain on at all times during which the vehicle is parked alongside the roadway.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags.

A minimum of one (paved) traffic lane, not less than 11 feet wide, shall be open for use by public traffic in each direction of travel. All detours shall be reviewed by the Engineer. No detour can begin until approved by the Engineer. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 12:00 noon on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal holidays are: January 1, January 20, the third Monday in February, the last Monday in May, June 19, July 4, the first Monday in September, November 11, the fourth Thursday in November, and December 25. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11 falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by Contract change order.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract lump sum price paid for the Traffic Control Contract item and no additional compensation will be allowed therefor.

10-1.14 TRAFFIC CONTROL

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" elsewhere in these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from this responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During the hours of darkness, as defined in Division 1, Section 280, of the Vehicle Code, portable signs shown on the standard plans to be illuminated shall be, at the option of the Contractor, either: illuminated signs in conformance with the provisions in Section 12-3.06B, "Portable Signs," of the Standard Specifications; or Reflexite vinyl microprism reflective sheeting signs; or 3M high intensity reflectorized sheeting on aluminum substrate signs or Seibulite Brand Ultralite Grade Series, encapsulated lens retroreflective sheeting signs; or equal. In addition, traffic cones shall be affixed with reflective cone sleeves. The reflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

If any component in the traffic control system is displaced, or ceases to operate of function as specified, from any cause, during the progress of the work, the Contractor shall replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches of excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right-of-way.

The Contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, including 100% of flagging costs, materials (including traffic control and/or construction signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased

traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of said extra work.

Full compensation for the Traffic Control item as specified above shall be considered as included in the contract lump sum price for Traffic Control with no additional compensation allowed therefor.

10-1.15 TRENCH SHORING

This item consists of shoring all excavations over five (5) feet in depth in accordance with O.S.H.A. regulations. Attention is directed to Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications. The Contractor's attention is directed to the provisions for "Shoring and Bracing Drawings" in Section 6705 of the California Labor Code.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.16 TEMPORARY EROSION CONTROL DEVICES

Temporary erosion control devices, including Filter Fence/Fiber rolls, shall be constructed as shown on the plans and as required by the TRPA. Temporary Erosion Control measures shall be in strict accordance with the SWPPP, TRPA permit, and Regional Water Quality Control Board permit. These devices shall be maintained and left in a stable condition on site or later removed, as directed by the Engineer, and as specified in these special provisions

When no longer required, temporary erosion control devices and the retained silt and any trapped solids from runoff shall be removed and disposed of in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

Filter Fabric shall be Mirafi 100X, Exxon GTF 100S, or equal. Filter fabric shall be handled and placed in accordance with the manufacturer's recommendations. The fabric shall be aligned and placed in a wrinkle-free manner.

Adjacent borders of the fabric shall be overlapped from 12- to 18-inches or stitched. The preceding roll shall overlap the following roll in the direction the material is being spread or shall be stitched.

Should the fabric be damaged during placing, the torn or punctured section shall be repaired by placing a piece of fabric that is large enough to cover the damaged area and to meet the overlap requirement. Damage to the fabric during the project shall be repaired by the Contractor at his expense.

For installations on slopes less than 20%, slope lengths of 200 feet or less and when placed on a non-paved surface, the Contractor has the option to use fiber rolls in lieu of filter fabric (cloth) fencing.

A row of fiber rolls shall be placed along the contour of a gentle slope or at toe of a steeper slope. Fiber rolls shall be keyed in and anchored as shown in the detail Drawings for Best Management Practices.

The Contract lump sum price paid for Temporary Controls shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform the work in accordance with the plans, as specified in the Standard Specifications and these special provisions and Appendices, as directed by the Engineer and agency requirements for erosion control devices.

10-1.17 TREE AND VEGETATION PROTECTION

Tree and vegetation protection shall be installed in the locations as shown on the plans, in accordance with the detail entitled, "Tree Protection Fencing," as shown on the Drawings and as directed by the Engineer. To ensure the survival of desirable trees and other vegetation within the grading limits, the Contractor shall clearly mark these areas with protective fencing and instruct all construction site personnel to use extra care when operating equipment near the protected areas. Heavy equipment shall not be parked or operated inside the drip line of the tree branches. At a minimum distance, protective fences shall be installed along the drip line of the tree branches. No fill material shall be placed next to a tree trunk or vegetation that is to be saved.

In some situations, heavy equipment may have to be operated inside the drip line of tree branches because of limited clearance. In this situation, individual trees must be protected by wrapping their trunks with “Tree Trunk Protection” in conformance with TRPA requirements. Additionally roots over four (4) inch diameter shall not be severed, if avoidable, pursuant to Subsection 65.2.F of the TRPA Code of Ordinances.

The protective fences shall be checked regularly to see that they are in place especially during the clearing and grubbing operations. Contractor shall repair, replace or re-flag any protective fence as necessary to protect the trees and vegetation.

The Contract lump sum price for Temporary Controls including Tree Protection Fencing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for complete installation, maintenance during construction and removal upon completion of construction.

10-1.18 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations. For typical protection of trees and other vegetation, see the construction plans.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final clean-up of the construction area as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Vegetation shall be cleared and grubbed only within the project limits as shown on the Drawings. The Contractor is responsible for removal of trees less than 6-inches in diameter. The trees, slash and stumps removed under this Contract item become the property of the Contractor.

Full compensation for clearing and grubbing shall be considered included in the prices paid for the associated Contract items, and no additional compensation will be allowed therefor.

10-1.19 TREE REMOVAL

Work under this item shall consist of furnishing all labor, tools, equipment and materials necessary for the removal and disposal of trees, 14” to 30” and greater than 30” in diameter. Diameter base shall be measured at an elevation of 4 feet above the existing ground surface adjacent to the tree.

Trees to be removed are shown on the plans and will be marked in the field by the Engineer. Trees to be removed shall be marked by the Engineer with an “X” made with orange (or white) paint. The Contractor shall provide the Engineer 48 hours (2 working days) notice in requesting trees to be marked for removal. The Engineer will mark all trees greater than 12-inch diameter, measured at an elevation of 4 feet above the existing ground surface adjacent to the tree, for removal by the Contractor. The Contractor shall not remove any tree greater than 12-inch diameter, measured at an elevation of 4 feet above the existing ground surface adjacent to the tree that is not marked by the Engineer.

All trees shall remain the property of the City of South Lake Tahoe and shall be placed as vehicle barriers at locations within the project area by the Contractor at the direction of the Engineer. All trees will be limbed by the Contractor. All limbs shall be chopped and removed from the project site or spread over disturbed surface areas within the project area as directed by the Engineer.

Prior to timber felling, all project temporary erosion control devices must be in place.

The Contractor shall be liable for damage to utility service lines, fences or other structures during tree removal.

Trees shall be felled to minimize disturbance to surrounding vegetation and traffic flow.

Contractor shall be responsible for all traffic control during timber removal in accordance with the Contractor's accepted Traffic Control Plan, Section 12, "Temporary Traffic Control" of the Standard Specifications, the State Manual of Traffic Controls, and these special provisions.

Contractor is responsible for complete site cleanup, including slash disposal. No slash may be burned on site. Attention is directed to Section 10-1.18, "Clearing and Grubbing," of these special provisions.

Full compensation for Removal of Trees greater than 14-inches in diameter, measured at an elevation of 4 feet above ground, shall be included in the Contract lump sum price for demolition and shall include full compensation for furnishing all labor, materials, tools, obtaining permits and licenses, equipment, and incidentals, and for doing all work involved in removing, hauling, placing felled trees as specified above and no additional compensation will be allowed therefor. Full compensation for removing trees smaller than 14 inches in diameter shall be considered as included in the lump sum price for Demolition, and no additional compensation will be allowed therefor.

10-1.20 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions. Where discrepancies or conflicts are noted between Section 19 of the Standard Specifications and the special provisions, the special provisions shall prevail.

While excavating areas over the roots of trees, tree roots over 4-inches in diameter shall not be severed if avoidable, pursuant to Subsection 33.6.6 of the TRPA Code of Ordinances.

In the event that buried or concealed heritage resources are discovered within the work site, the Contractor shall cease ground disturbance activities in the area of the find and shall notify the Engineer who will consult a qualified archaeologist for recommended procedures. If human remains are discovered, California law requires that work must stop immediately and the county coroner must be notified. If the remains are Native American, AB 297 requires that the Washoe Tribe insure that proper treatment is given the possible burial site. Additionally, the Washoe Tribe is allowed to spot check the project during construction with the Engineer.

Surplus excavated material and excavated material that is not suitable for use as fill shall become the property of the Contractor and shall be disposed of outside the Tahoe Basin or at an approved site by the regional and local agencies.

All finished cut and fill slopes shall be constructed as shown within the plans. No slopes shall be steeper than 2:1. The Contractor may be directed by the Engineer to vary the angle of slopes at treatment basins to achieve a natural appearance. No additional compensation will be allowed for varying slopes and will be considered included in the price of various other items.

Backfill behind all curb and gutter and all other areas shall be placed in lifts of a maximum of 8-inches and compacted to 90% relative compaction and compensation shall be included in the unit price for curb and gutter

During earthwork activities, the Contractor shall salvage and stockpile woody debris, existing plant material and topsoil as directed by the Engineer. These materials shall be used during revegetation of disturbed areas as shown on the plans and directed by the Engineer.

The Engineer will be notified the Contractor discovers hazardous materials or physical conditions that hinder excavation operations. The Engineer shall issue a Contract change order, if required. The Contractor shall not be excused from performance of the Contract by the discovery of hazardous materials or difficult construction conditions.

Select Native Bedding shall be native, non-plastic material with no organics and no materials greater than two inches in diameter. Select Native Backfill shall be native, non-plastic material with no organics and no rocks greater than three inches in diameter. Compensation for select native bedding where shown on the Drawings shall be considered as included in the Contract price for the item utilizing select native bedding. Compensation for select native backfill where shown on the Drawings shall be considered as included in the Contract price for the item utilizing select native backfill.

The use of the terms drainfill and/or drain rock shall be interchangeable within these special provisions and the Drawings. Drainfill and drain rock shall be Class 1, Type A permeable material per section 68-1.025 of the Standard Specifications, unless otherwise stated within these special provisions and the Drawings. Compensation for drainfill where shown on the Drawings shall be considered as included in the Contract price for the item utilizing drainfill.

All importing of material shall be included in the Contractor's bid for the various items of work involved and no additional compensation will be made therefor. Should such imported material be required, the Contractor shall notify the Engineer of the borrow site location 72 hours prior to delivery for the Engineers certification of the borrow material. All imported material shall be from a source that is certified weed-free.

Full compensation for earthwork shall be considered as included in the prices paid for various Contract items and no additional compensation will be allowed therefor.

10-1.21 WASTE MATERIAL

All waste material shall become the property of the Contractor and shall be disposed of at a site approved by all local and regional agencies.

Storage, removal and disposal of waste material and revegetation of storage areas shall be the responsibility of the Contractor. All waste materials including, but not limited to sands, asphalt, diesel fuel, and other petroleum products shall be removed in accordance with the provisions in Section 17-2.03D, "Disposal of Materials" of the Standard Specifications. The Contractor will

be responsible for meeting all the requirements of the SWPPP, TRPA and Regional Water Quality Control Board Regulations.

The Contractor shall notify the Engineer immediately in the event that any soil is contaminated by the Contractor's operations and shall furnish to the Engineer satisfactory evidence that an agreement has been entered into with the property owners of the waste disposal site. All soil areas subjected to disturbance by the Contractor shall be scarified and revegetated after project completion with seed mixes approved by the Engineer. The Contractor, as directed by the Engineer, will be required to maintain the revegetated areas until the plants have been established.

Full compensation for storage, removal, and disposal of waste material and petroleum products shall be considered as included in the prices paid for various Contract items and no additional compensation will be allowed therefor.

10-1.22 CONSTRUCTION WATER

Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

If water is required for the project and the Contractor is to use a fire hydrant for water supply, the Contractor must call South Tahoe Public Utility District, (530) 544-4964 to obtain the necessary permits in accordance with S.T.P.U.D.'s Administrative Code 3.1.45 and 3.1.46. Note that all connections will require reduced pressure backflow devices and water meters.

The Contractor shall pay all required fees, such fees shall be considered as included in the various items requiring watering and no additional compensation will be allowed therefor.

10-1.23 UTILITY RELOCATION AND ADJUSTMENT

The Contractor shall be responsible for verifying the locations of all utilities and notifying utilities as provided in sections 10-1.01, 10-1.06, 10-1.07, “Order of Work”, “Cooperation” and “Obstructions,” respectively, of these special provisions. Adjustment or relocation of gas, electricity, and phone or cable service shall be performed by the franchise utility forces and no additional compensation will be allowed therefor.

Full compensation for utility relocation and adjustment shall be considered as included in the lump sum price paid for demolition and no additional compensation will be allowed therefor.

10-1.24 AGGREGATE BASE, DRAINFILL/DRAIN ROCK

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, “Aggregate Base,” of the Standard Specifications.

Compensation for aggregate base where shown on the Drawings shall be considered as included in the Contract price for the item utilizing aggregate base, including, but not limited to bike trail

path, valley gutter, pedestrian ramps, sediment traps, curb and gutter, and high density polyethylene pipe and polyvinyl chloride pipe, and no additional compensation will be allowed therefor.

The use of the terms drainfill and/or drain rock shall be interchangeable within these special provisions and the Drawings. Drainfill and drain rock shall be Class 1, Type A permeable material per section 68-1.025 of the Standard Specifications, unless otherwise stated within these special provisions and the Drawings. Compensation for drainfill where shown on the Drawings shall be considered as included in the Contract price for the item utilizing drainfill.

10-1.25 ASPHALT CONCRETE

1.0 GENERAL

Asphalt concrete shall be Type B and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

2.0 AGGREGATE QUALITY

Aggregates shall be clean and free from decomposed or organic materials and other deleterious substances. Visual evidence of organic materials in the aggregate shall be sufficient cause for rejection of the aggregate. Coarse aggregate is material retained on the No. 4 sieve, fine aggregate is material passing the No. 4 sieve, and supplemental fine aggregate is added fine material passing the No. 30 sieve, including, but not limited to, lime, cement and stored fines from dust collectors.

The gradation of the aggregate blend used in the proposed asphalt concrete mix design, including supplemental fine aggregate, shall meet the requirements of Subsection 39-2.02, "Aggregate", of the Standard Specifications for the 12.5-mm {1/2 inch} Maximum, Medium gradation. The symbol "X" shown in the Standard Specification table is the gradation which the Contractor proposes to furnish for the specific sieve. The proposed gradation shall meet the gradation shown in the table under "Limits of Proposed Gradation." Changes from one mix design to another shall not be made during the progress of the work unless permitted by the Engineer. However, changes in proportions to conform to the approved mix design shall not be considered changes in mix design.

During asphalt concrete production, aggregate gradation shall be within the limits specified herein. Conformance with the grading requirements shall be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portions of the aggregate or between the blends of the different aggregates. The percent passing the No. 200 sieve shall be reported to the first decimal place (tenths).

The combined aggregate shall conform to the following quality requirements before the addition of the asphalt binder:

Table 10-1.01.1 AGGREGATE QUALITY REQUIREMENTS

Quality	California Test	Asphalt Concrete Type A	Asphalt Concrete Type B
Percent of Crushed Particles	205		
Coarse Aggregate (Min.)		90%	25%
Fine Aggregate (Passing No. 4, Retained on No. 8) (Min.)		70%	20%
Los Angeles Rattler	211		
Loss at 100 Rev. (Max.)		10%	
Loss at 500 Rev. (Max.)		45%	50%
Sand Equivalent (Min.)[1]	217	47	42
Kc Factor (Max.)	303	1.7	1.7
Kf Factor (Max.)	303	1.7	1.7

Note:
1 Reported value shall be the average of 3 tests split from a single sample.

Aggregate for asphalt concrete dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures shall conform to the 3/8-inch maximum grading specified in the Section 39-2.02, "Aggregate," of the Standard Specifications.

3.0 ASPHALT CONCRETE MIXTURE

3.1 GENERAL

The asphalt concrete mixture, composed of the proposed aggregate blend, antistrip additives, and the proposed asphalt binder content as determined by California Test 367, shall conform to the following requirements:

Table 10-1.01.2 ASPHALT CONCRETE MIXTURE REQUIREMENTS

Design Parameters	California Test	Asphalt Concrete Type A	Asphalt Concrete Type B
Hveem Stabilometer Value (Min)	366[1, 2]	37	35
Percent air voids (Mix Design)	367[1]	4[3]	3[3]
(3 briquettes at Mix Design)[4]		3 - 5	2-4
(Start-Up Production Evaluation)[5]		Design Value ±2.0	
Swell [4] (mm) (Max)	305	0.76	0.76
Tensile Strength Ratio (TSR)[6]	371	report	report

Notes:
1. Reported value shall be the average of 3 tests from a single split sample.
2. A set of 3 briquettes shall be prepared and tested separately. If the range of stability for the 3 briquettes is more than 12 points, the briquettes shall be discarded and new samples shall be fabricated and tested.
3. California Test 367, Paragraph C5, is modified to "4%" for Type A and "3%" for Type B. California Test 309 shall be used to determine the theoretical maximum specific gravity of each asphalt content in conformance with the requirements in "Determination of Theoretical Maximum Specific Gravity of Mixtures with Different Asphalt Contents" (LP-1) located at: http://www.dot.ca.gov/hq/esc/Translab/fpmlab.htm
4. Mix design submittal shall include test results for percent air voids for 3 briquettes constructed using the submitted aggregate and asphalt blended at the proposed target values. Result shall be average for the 3 briquettes.
5. For production evaluation of air voids, California Test 309 shall be used to measure theoretical maximum specific gravity instead of calculating maximum specific gravity in California Test 367. Determine the theoretical maximum specific gravity once for a single split sample. For bulk specific gravity, the reported value shall be the average of 3 tests from a single split sample.
6. The tensile strength ratio of the mixture both with and without the use of a liquid antistrip shall be determined and reported as part of the mix design submittal. These results are for information only, and the use of liquid antistrip will be required regardless of the results of this testing.

The use of a liquid antistrip agent will be required for all asphalt concrete except that used for asphalt concrete dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures.

During production and placement, the asphalt concrete mixture shall conform to the requirements of this Section. Changes in cold feed or hot bin proportions to conform to the aggregate grading requirements shall not be considered changes in the mix design. Changes from one mix design to another shall not be made during the progress of the work, unless approved by the Engineer. Changes in target asphalt content of placed asphalt concrete, in aggregate grading target values, or in aggregate sources shall be considered to be a change in the asphalt concrete mixture and shall require a new mix design proposal. Changes in the asphalt content or aggregate grading target values approved by the Engineer will not be applied retroactively for acceptance or payment. Adjustment to the control setting at the plant to achieve target asphalt concrete properties in the field is allowed and shall not be considered as a change in the asphalt concrete mixture.

The amount of asphalt binder used in asphalt concrete placed in dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way. This additional asphalt binder shall be considered as included in the prices paid for the material and work associated with paving of miscellaneous areas and dikes and no additional compensation will be allowed therefor.

3.2 CONTRACTOR MIX DESIGN PROPOSAL

The Contractor shall submit for the Engineer's review a proposed asphalt concrete mix design for each asphalt concrete mixture to be used at least 7 days before production of that asphalt concrete mixture. The asphalt concrete mix design shall be prepared by a laboratory (or laboratories) whose proficiency has been reviewed and qualified in conformance with the California Department of Transportation's Independent Assurance Program, has been AASHTO accredited, or is otherwise approved by the Engineer. Aggregate quality and asphalt concrete mix design test results shall be no more than one year old when production of the asphalt concrete mixture starts.

The Contractor shall submit a mix design letter that indicates the target values proposed for gradation, asphalt content, and percent air voids. This submittal shall include test results and raw test data for aggregate quality and asphalt concrete mixture requirements; plots of the combined gradings; plots of unit weight, stability, theoretical maximum specific gravity, and percent air voids versus asphalt content for the asphalt contents considered in the design process. Asphalt binder shall be Performance Graded (PG) 64-28M and conform to the requirements set forth in the Standard Specifications. In addition, this submittal shall include test results for stability, percent air voids, and swell for 3 briquettes constructed using the submitted aggregate and asphalt blended at the proposed target values for each asphalt concrete mixture to be used.

The Contractor shall submit the following for each asphalt concrete mixture proposed:

3.2.01 Aggregate and supplemental fine aggregate:
- 3.2.01.1 Target values for percent passing each sieve size for the aggregate blend;
- 3.2.01.2 Results of quality tests for aggregate;
- 3.2.01.3 Source of each aggregate to be used including producer and location;
- 3.2.01.4 Percentage of each aggregate stockpile, cold feed or hot bin to be used; and
- 3.2.01.5 Gradation of each aggregate stockpile, cold feed or hot bin to be used.

3.2.02 Asphalt binder:
- 3.2.02.1 Asphalt binder source and target value;
- 3.2.02.2 Type and grade of binder (64-28M);
- 3.2.02.3 Recommended storage, mixing, and compaction temperatures, and
- 3.2.02.4 Material Safety Data Sheets.

3.2.03 Antistrip additive(s) (required):
- 3.2.03.1 Name of product, manufacturer, manufacturer's designation and proposed rate, location, and method of addition;
- 3.2.03.2 Certification that the asphalt binder is not acid-modified;
- 3.2.03.3 Certification of compatibility of the proposed liquid antistrip and all other modifiers (certified test results of the asphalt binder after the addition of all proposed additives and modifiers shall be included in the certification of compatibility); and
- 3.2.03.4 Material Safety Data Sheets.

The proposed asphalt concrete mix design submittal will be considered complete only when the submittal items, including the mix design letter, test results (including TSR results), and plots, have been received by the Engineer.

4.0 STORING, PROPORTIONING AND MIXING MATERIALS

Storing, proportioning, and mixing materials shall conform to the requirements of Subsection 39-3, "Storing, Proportioning, and Mixing Materials," of the Standard Specifications, except that the first four paragraphs of Subsection 39-3.03, "Proportioning," shall not apply, and the asphalt concrete shall be mixed within the range of mixing temperatures recommended by the asphalt binder supplier.

Storage or stockpiling of completed asphalt concrete mixtures in any manner other than through the use of a batch plant pugmill or storage silo discharging directly into a haul vehicle, and discharging of the haul vehicle directly into the paving operation shall not be allowed unless approved by the Engineer. Any request to store or handle the mixture in any manner not specifically allowed for in these Special Provisions and in the Standard Specifications shall address temperature control, mechanical and thermal segregation control, and contamination control for any proposed change.

5.0 SUBGRADE, PRIME COAT, PAINT BINDER (TACK COAT), AND PAVEMENT REINFORCING FABRIC

5.1 GENERAL

Subgrade, prime coat, paint binder (tack coat), and pavement reinforcing fabric shall conform to the requirements of Subsection 39-4, "Subgrade, Prime Coat, Paint Binder (Tack Coat), and Pavement Reinforcing Fabric," of the Standard Specifications except as modified herein.

5.2 PAINT BINDER (TACK COAT)

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion, or paving asphalt. Slow-setting asphaltic emulsion and rapid-setting asphaltic emulsion shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications. When paving asphalt is used for paint binder, the grade will be determined by the Engineer. Paving asphalt shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 92, "Asphalts," of the Standard Specifications.

Paint binder (tack coat) shall be applied at a rate that provides for adequate adhesion between the asphalt concrete being placed and the surface to which the paint binder (tack coat) has been applied. The rate of application shall be as approved by the Engineer.

Prime coat or paint binder (tack coat) shall be applied in advance of placing the surfacing only as far as shall be approved by the Engineer. When asphaltic emulsion is used as paint binder (tack coat), asphalt concrete shall not be placed until the applied asphaltic emulsion has cured (completely changed color from brown to black).

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Immediately in advance of placing asphalt concrete, additional prime coat or paint binder (tack coat) shall be applied as directed by the Engineer to areas where the prime coat or paint binder (tack coat) has been damaged. Loose or extraneous material shall be removed and no additional compensation will be allowed therefor.

6.0 SPREADING AND COMPACTING EQUIPMENT

6.1 SPREADING

Asphalt concrete shall be handled, spread, and compacted in a manner which is in conformance with the provisions in this Section.

Asphalt concrete shall be placed in such a manner that cracking, shoving, and displacement will be avoided.

Type A and Type B asphalt concrete shall be placed only when the ground temperature is above 40° F and the air temperature is above 50° F.

Asphalt concrete shall not be placed when the underlying layer or surface is frozen or not dry or when weather conditions will prevent proper handling, finishing or compaction of the mixture.

Unless otherwise designated on the plans or allowed by the Engineer asphalt concrete shall be spread and compacted in the layers and thicknesses indicated in the following table:

Table 10-1.01.3 Asphalt Concrete Layers and Thickness

Total Thickness Shown on the Plans*	Minimum Number of Layers	Top Layer Thickness (Inches)		Next Lower Layer Thickness (Inches)		Other Lower Layers Thickness (Inches)	
		Min.	Max.	Min.	Max.	Min.	Max.
3" or less	1	----	-----	----	----	----	----
3.1" through 3.5"	2	1.5	2	1.5	2	----	----
3.51" through 5.3"	2	2	2.5	2	3	----	----
5.31" or more	**	2	2.5	2	3	2	5

Notes:

* When pavement reinforcing fabric is shown to be placed between layers of asphalt concrete, the thickness of asphalt concrete above the pavement reinforcing fabric shall be considered to be the "Total Thickness Shown on the Plans" for the purpose of spreading and compacting the asphalt concrete above the pavement reinforcing fabric.

* At least 3 layers if total thickness is more than 5.5 inches and less than 10 inches. At least 4 layers if total thickness is 10 inches or more.

Layers shall be spread with an asphalt paver, unless otherwise specified or approved by the Engineer. Asphalt pavers shall be operated in such a manner as to ensure continuous and uniform movement of the paver.

A layer shall not be placed over a layer that exceeds 3 inches in compacted thickness until the temperature of the layer being covered is less than 160° F at mid-depth unless approved by the Engineer.

Asphalt concrete to be placed on shoulders, and on other areas off the traveled way having a width of 5 feet or more, shall be spread in the same manner as specified above.

Asphalt concrete surfacing shall be placed on existing surfacing, including curve widening, chain control lanes, turnouts, left turn pockets, and public and private road connections shown on the plans, unless otherwise directed by the Engineer.

Unless otherwise shown in the plans or directed by the Engineer, additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said conforms shall be considered as included in the Contract prices paid per ton for the various Contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

The completed mixture shall be deposited on the roadbed at a uniform quantity per linear yard, as necessary to provide the required compacted thickness without resorting to spotting, picking-up or otherwise shifting the mixture. During transporting, spreading and compacting, petroleum products such as diesel fuel and kerosene shall not be used as a release agent on trucks, spreaders or compactors in contact with the asphalt concrete.

Mechanical and thermal segregation shall be avoided. Surfacing shall be free from pockets of coarse or fine material. Asphalt concrete containing hardened lumps shall not be used.

Unless otherwise provided herein or approved by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widenings, chain control lanes, turnouts, left-turn pockets, and other areas shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes is changed, the top layer for the through lanes shall be paved first. When existing pavement is to be surfaced and the specified thickness of asphalt concrete to be spread and compacted on the existing pavement is 3 inches or less, the shoulders or other adjoining areas may be spread simultaneously with the through lane provided the completed surfacing conforms to the provisions of this Section. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete until final compaction has been completed.

At those locations shown on the plans, as specified in these Special Provisions, or as directed by the Engineer, the asphalt concrete shall be tapered or feathered to conform to existing surfacing or to other highway and non-highway facilities.

At locations where the asphalt concrete is to be placed over areas inaccessible to spreading and rolling equipment, the asphalt concrete shall be spread by practical means to obtain the specified results and shall be compacted thoroughly to the required lines, grades, and cross sections by means of pneumatic tampers or by other methods that will produce the same degree of compaction as pneumatic tampers. Care shall be taken to insure that adequate temperature for compaction of the asphalt concrete is maintained until compaction is complete.

In advance of spreading asphalt concrete over an existing base, surfacing or bridge deck, if there is a Contract item for asphalt concrete (leveling) or if ordered by the Engineer, asphalt concrete shall be spread by mechanical means that will produce a uniform smoothness and texture. Asphalt concrete (leveling) shall include, but not be limited to, the filling and leveling of irregularities and ruts and changing the cross slope or profile of an existing surface.

Paint binder (tack coat) shall be applied to each layer in advance of spreading the next layer.

Unless otherwise allowed by the Engineer, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the

ski device shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from centerline shall be controlled manually when this edge of the mat must conform to existing features. Otherwise, the end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner the screed was controlled when placing the initial mat.

If the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of these special provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

If the automatic screed controls fail to operate properly during a day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

6.2 LONGITUDINAL JOINTS

Longitudinal joints in the top layer of asphalt concrete shall correspond with the edges of planned traffic lanes. Longitudinal joints in other layers shall be offset not less than 6 inches nor more than 12 inches alternately each side of the edges of traffic lanes.

Longitudinal joints may be constructed in any manner that provides for a minimum relative compaction of not less than 89.0 percent of the theoretical maximum density AND to not less than 92.0 percent of laboratory test maximum density (LTMD), provided the method(s) employed provide for the geometric, conveyance of public traffic, and safety requirements of the project.

The Engineer may, at their discretion, test the density of the longitudinal joint with a calibrated nuclear density gauge or through the use of 6-inch diameter cores obtained directly on the longitudinal joint.

If approved by the Engineer in writing, the Contractor may use rubberized asphalt crack sealer, Crafco Pavement Joint Adhesive or a similar approved product in accordance with the manufacturer's recommendations and the longitudinal joint density requirements will be waived.

6.3 COMPACTING EQUIPMENT

A sufficient number of rollers shall be provided to obtain the specified compaction and surface finish required by this Section. Rollers shall be sized to achieve the required results.

Rollers shall be equipped with pads and water systems that prevent sticking of the asphalt concrete mixtures to the pneumatic or steel-tired wheels. A parting agent that will not damage the asphalt concrete mixture may be used to aid in preventing the asphalt concrete mixture from sticking to the wheels. Pneumatic-tired rollers shall be skirted to retain heat in the pneumatic tires.

Asphalt concrete shall be compacted to not less than 92.0 percent or more than 97.0 percent of theoretical maximum density AND to not less than 95.0 percent of laboratory test maximum density (LTMD) and shall be finished to the lines, grades, and cross sections shown on the plans. The asphalt concrete shall be produced and compacted within the temperature ranges recommended by the asphalt binder supplier. No rolling will be permitted after the asphalt concrete temperature is below 160° F.

Percent of theoretical maximum density and LTMD shall be determined in conformance with the requirements in California Test 375 except the test maximum density requirements in Part 5, "Determining Test Maximum Density," shall include California Test 309 requirements for theoretical maximum density in addition to LTMD, and the selection of testing locations will be as determined by the Engineer. At the option of the Engineer, acceptance testing for compaction may be performed using cores only in accordance with California Test 308.

Asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips shall be compacted by a method approved by the Engineer.

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other suitable means. The use of equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued.

When a straightedge 12 feet ±0.2-foot long is laid on the finished surface and parallel with the centerline, the surface shall not vary more than 0.1-inch from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.20-inch are present when tested with a straightedge 12 feet ±0.2-foot long in a direction transverse to the centerline and extending from edge to edge of a 12-foot wide traffic lane.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within the specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel with, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance and shall be sealed with an asphaltic emulsion at a rate approved by the Engineer.

7.0 ACCEPTANCE OF WORK

7.1 General

Work determined to be in conformance with the provisions of this Section will be accepted and paid for at the contract price per linear foot of trail for asphalt concrete.

The Engineer may reject a quantity of material that is determined to be defective based on visual inspection.

If the test results for a quantity of asphalt concrete indicate that the requirements of this section have not been met, the asphalt concrete represented by that failure may be rejected.

Plant mix asphalt pavement shall be accepted on the basis of surface tolerance, density, thickness, conformance with the tolerances of the job mix formula, and the Marshal properties required in this section.

Asphaltic concrete paving will be accepted for density on a 'lot' basis. A lot will consist of 500 tons of asphaltic concrete or portion thereof exceeding 500 tons for each day's placement, with each day's placement consisting of at least one lot. Each lot will be tested for field density and mix property compliance.

Special attention is made to section 39-3.05, CALTRANS Standard Specifications. When asphalt concrete is stored, and it shall only be stored in appropriate silos. Asphalt concrete shall NOT be stockpiled prior to delivery to the jobsite and shall be cause for rejection. (CALTRANS Section 6-1.04 relates authorization to reject defective materials.)

Each lot of compacted pavement will be accepted, with respect to relative compaction, when the average relative compaction is equal to or greater than 92 percent, using the Theoretical Maximum Rice Specific Gravity in the determination of relative compaction.

If the average relative compaction is less than 92 percent, the completed pavement will be accepted or rejected based on the sliding scale Pay Factor, Table 1, Section 39-9.09 - 'Payment' - unless mitigated in accordance with Section 39-9.06 - 'Mitigation of Unacceptable Asphalt Concrete Pavement.' If allowed by the governing Agency, asphalt concrete pavement may be accepted for density by lot on the basis of relative compaction as compared to Marshall density as determined by ASTM D 1559 (50 blows each face for

local residential streets, collector streets, and parking lots; 75 blows each face for arterial or any street with greater than 5 percent truck and/or bus traffic). Relative compaction shall not be less than 95 percent.

8.0 Mitigation of Unacceptable Asphalt Pavement

8.1 Unacceptable Surface Tolerance

Unacceptable surface tolerance shall be corrected by either overlaying or grinding with an application of a Type III slurry seal as directed by the City Engineer. In areas to be corrected with an overlay, grinding may be necessary to provide for a minimum 1.5 inch overlay and butt joints where matching existing pavements.

8.2 Unacceptable Density

Unacceptable density, low asphalt cement content, or high air voids of the in place pavement shall be corrected as follows:

Rice Theoretical Maximum	
Relative Compaction	Mitigation
Less than 92% but greater than 89.5%	Type II slurry seal and sliding pay factor
Less than 89.5%	Remove and Reoplace

8.3 Unacceptable Air Voids

Air Voids – In Place Pavements	Mitigation
Air void greater than 8% but less than 11%	Type II slurry seal
Air void greater then 11%	Remove and replace or 1 ½ in overlay

8.4 Acceptance Testing

The City Engineer or designee may assure conformance to contract specifications by review of the Contractor's mix design proposal, by inspection of the Contractor's procedures, by oversight of the Contractor's quality control inspection and records, and by independent verification sampling and testing of the asphalt binder, aggregates, and asphalt concrete during asphalt concrete production and placement and after compaction. Acceptance tests will be performed using the same test methods used for quality control testing.

Cut samples taken shall be used to determine conformance with thickness specifications. The average thickness of cores shall be at least equal to the specified minimum thickness

of the asphalt concrete pavement with no single core less than 1/2 inch thinner than the specified minimum thickness.

The City Engineer or designee may test the asphalt, aggregates or asphalt concrete mixture to determine conformance with the provisions in this Section at their discretion, including whenever an asphalt concrete mixture or ingredient appears defective or inconsistent or whenever a test result indicates a change in the characteristics of the asphalt concrete mixture or an ingredient.

If the City Engineer or designee performs acceptance testing, the minimum frequency of testing will be one sample and test for each day's or partial day's production.

Asphalt, aggregates or asphalt concrete that does not conform to the requirements of this Section for aggregate quality or gradation, mixture volumetric properties, and/or density, including density of longitudinal joints, may be rejected.

The City Engineer may reject asphalt concrete that has stability test results less than or equal to 26 for Type A or 24 for Type B.

The Contractor may witness assurance sampling and testing. However, the Engineer will not be required to notify the Contractor of anticipated sampling schedules or locations and will not delay sampling or testing if the Contractor is unable to attend. The Contractor shall not use samples taken for assurance testing for testing and submittal as a quality control test result. Asphalt concrete shall conform to the requirements of Section 39.

Asphalt will be tested for density on a lot basis. A “lot” for density determination will consist of 500 tons of bituminous concrete or portions thereof exceeding 500 tons for each day's placement with each day's placement consisting of at least one “lot.”

The Theoretical Maximum Specific Gravity of the asphalt concrete shall be used in the determination of relative compaction and shall be performed in accordance with ASTM D 2041.

At least one Theoretical Maximum specific gravity determination shall be made for each “lot” to be tested. Additional Maximum Specific Gravity tests may be performed at the discretion of the City Engineer and at the request of the Contractor and at the Contractor's expense. If more than one determination is made the average for the lot shall be used.

8.5 Contractor Quality Control

Quality control, sampling, testing, and inspection shall be provided during asphalt concrete work. Sampling, testing, and inspection shall be performed at a rate sufficient to ensure that the asphalt concrete product conforms to the requirements in this Section.

The Contractor shall obtain a one-quart sample of the asphalt binder in conformance with the provisions in this Section for each day of asphalt concrete production. Modified

binders shall be canned in one-quart cylindrical cans with open top, friction lids. The Contractor shall clearly identify the samples with project name, Contractor, Supplier, grade of asphalt, and date(s) sampled; and make the sample(s) available to the City Engineer. Each sample will represent the asphalt concrete produced during the day of sampling, and shall be delivered to the Engineer no later than the next working day unless otherwise approved by the Engineer.

The Contractor shall provide certified test results for theoretical maximum density and LTMD using the methods specified herein as often as necessary to represent the material being produced and placed. The City Engineer retains the option to core, remove the cut aggregate from the core(s), reheat, and determine theoretical maximum density and LTMD values for acceptance testing.

Providing quality control, sampling the asphalt binder, and providing theoretical maximum specific gravity and LTMD values shall be considered as included in the prices paid for asphalt concrete and no additional compensation will be allowed therefor.

8.6 Measurement and Payment

The quantity asphalt concrete of the type(s) designated in the Engineer's Estimate to be paid for shall be the combined weight of the mixture determined in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Insufficient thickness shall be corrected by either removal and replacement, or by placement of a minimum thickness 1 1/2 inch overlay. Grinding may be necessary to eliminate the problems associated with raising of finish grade as determined by the City Engineer, but in all cases, the outside perimeter of the corrective overlay shall be placed as a flush butt-joint formed by grinding of existing pavement.

Quantities of paving asphalt, liquid asphalt, and asphaltic emulsion to be paid for as contract items of work will be determined in conformance with the provisions in Section 92, "Asphalts," Section 93, "Liquid Asphalts," or Section 94, "Asphaltic Emulsions," of the Standard Specifications.

When recorded batch weights are printed automatically, these weights may be used for determining pay quantities if the printed batch weights conform to the following:

1. Total aggregate and supplemental fine aggregate weight per batch shall be printed. When supplemental fine aggregate is weighed cumulatively with the aggregate, the total batch weight of aggregate shall include the supplemental fine aggregate.

2. The total bitumen weight per batch shall be printed. Zero-tolerance weight shall be printed before weighing the first batch and after weighing the last batch of each truckload.

3. A copy of the recorded batch weights shall be certified by a licensed weighmaster and submitted to the Engineer.

4. Pavement reinforcing fabric (when specified) will be measured by the square yard for the actual pavement area covered.

8.7 Payment

Asphalt concrete placed in the work, unless otherwise specified, will be paid for at the contract price per linear foot for asphalt concrete of the type(s) designated in the Engineer's Estimate.

Unacceptable asphalt concrete pavement that exhibits high air voids from low density and/or low asphalt cement content shall be penalized unless mitigated in accordance with Section 39-9. The City will withhold the penalty portion of asphalt pavement payment with monies or bond deposited with the Agency.

TABLE 1
SLIDING SCALE PAY FACTORS

Average Percent Rice Relative Compaction per Lot	Percent Payment
92 and higher	100
91%	95
89.5%	90
Less than 89.5%	0

When there is a contract item for asphalt concrete (leveling), quantities of asphalt concrete placed for leveling will be paid for at the contract price per ton for asphalt concrete (leveling). When there is no contract item for asphalt concrete (leveling), and leveling is ordered by the Engineer, asphalt concrete so used will be paid for at the contract price per ton for asphalt concrete and no additional compensation will be allowed, therefor.

The miscellaneous areas to be paid for at the contract price ton for place asphalt concrete (miscellaneous area) in addition to the prices paid for the materials involved shall be limited to ditches, overside drains, aprons at the ends of drainage structures.

When there is a contract item for paint binder (tack coat), the quantity of asphaltic emulsion or paving asphalt used as paint binder (tack coat) will be paid for at the contract price per ton for paint binder (tack coat). When there is no contract item for paint binder (tack coat), full compensation for furnishing and applying paint binder (tack coat) shall be considered as included in the contract price paid per ton for asphalt concrete of the type(s) designated in the Engineer's Estimate and no separate payment will be made therefor.

When there is a contract item for fog seal coat, the quantity will be paid for by the ton as provided in Section 37-1, "Seal Coats," of the Standard Specifications.

No adjustment of compensation will be made for an increase or decrease in the quantities of paint binder (tack coat) or fog seal coat required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the items of paint binder or fog seal coat.

The contract price per linear foot of Bike Trail Pathway shall include asphalt concrete, aggregate base, lumber, geotextile, infiltration trench, and snow poles. The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in producing, hauling, and placing asphalt concrete, including preparation of the mix design, treatment with hydrated lime or liquid antistrip if necessary, and all necessary quality control, complete in place, as shown on the plans, as specified in this Section of these Special Provisions, and as directed by the Engineer.

Payment for AC patch shall be included in the price per square foot of pedestrian ramp and includes excavation, grading, backfill, compaction of subgrade, and furnishing, placing and compacting aggregate base; placing AC patch including labor materials and equipment, and furnishing and installing detectable warning plates and other appurtenances for a complete installation as indicated on the plans.

10-1.27 HIGH DENSITY POLYETHYLENE PIPE (HDPE)

High Density Polyethylene Pipe Culverts (HDPE, Type S) shall conform to the provisions of Section 64, "Plastic Pipe," of the Standard Specifications and these special provisions.

Pipe facilities shall be constructed as shown on the plans. The Contractor shall clean the interior of the pipeline as work progresses and the pipeline shall be clear and free of debris and sediment before acceptance by the City. No trenches shall remain open during non-working hours unless approved by the Engineer.

The Contract unit price per linear foot paid for the various sizes of HDPE shall include full compensation for all labor, materials, equipment and incidentals necessary for complete installation, including saw-cutting, asphalt concrete and concrete removal, excavation, pipe bedding, pipe, pipe fittings, concrete encasement as necessary, rock at inlet and outlet, backfill and compaction, aggregate base, and asphalt concrete paving, and no additional payment shall be allowed therefor.

10-1.28 TYPE B1 SEDIMENT TRAP

Sediment Traps shall conform to the provisions of Section 65, "Reinforced Concrete Pipe" of the Standard Specifications and these special provisions.

CMP Sediment Traps shall consist of a 48-inch RCP pipe section configured vertically, installed in-line as a sump to retain and collect sediments. Fabrication shall include pipe stub-outs with required couplings, top cover of types as shown on the plans, grate fabrication on outlets, perforations if required on the plans for infiltration, drain rock, rock rip-rap and associated concrete as required for forming base. Pipe stub-outs shall be minimum two feet long and maximum four feet long.

Where the depth of drainage structures (Sediment Traps, etc.) exceeds 4 feet measured from the top of grate to the floor of the structure, install steps or ladders with the lowest rung 1-foot above the floor and highest rung not more than 6-inches below the top of grate. The distance between steps shall not exceed 12-inches and shall be uniform throughout the length of the wall. Place steps in the wall without an opening. Step inserts may be substituted for the bar steps. Step inserts shall comply with State Industrial Safety Requirements. See Caltrans Standard Plan D75C for step details.

Full compensation for the contract unit price per each shall include furnishing all labor, materials, tools, equipment and incidentals necessary to install Type B2 RCP Sediment Trap, including, but not limited to all labor, tools, equipment, materials, sawcutting, curb and gutter and asphalt removal, excavation, backfill, pipe, base, cover, filter fabric, flat concrete top, frame and cover, asphalt paving and incidentals is included in the Contract unit price paid per each for Double Barrel Sediment Trap and no additional compensation will be allowed therefor.

10-1.29 PORTLAND CEMENT CONCRETE

Curb and Gutter, Valley Gutter and Curb Outlet shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, except that in no case shall the cement content be less than 658 pounds per cubic yard, the control joints shall be located at intervals not exceeding 6 feet and the expansion joints shall be located at intervals not exceeding 18 feet. An air-entraining admixture conforming to the requirements of Section 90-4, "Admixtures," of the Standard Specifications shall be added to the concrete to result in an air content of seven (7) percent, plus or minus one and one-half (1-1/2) percent in the freshly mixed concrete. Curing of concrete shall conform to one of the methods included in Section 90-7 of the Standard Specifications. Selection of a particular curing method for each concrete structure shall be subject to approval of the Engineer. Curing compound shall be clear.

At the City's option, test cylinders for compressive strength testing may be taken by the City or its representative from each load of concrete delivered to the site for construction of concrete Curb and Gutter, Cut Off Curb, Flared Curb Transitions or Curb Outlets. Cylinders will be tested in accordance with the provisions of Section 90-9.01 of the Standard Specifications. The costs of all such tests will be borne by the City. In the case of test failure, a copy of the test report for the failed concrete will be provided to the Contractor. It shall be the Contractor's responsibility to replace or repair, to the satisfaction of the Engineer, the portion of the work in which the unacceptable concrete was used. The cost of additional testing for the portion of the work which is replaced or repaired shall be borne by the Contractor.

Where the plans show a connection to an existing curb and gutter, the new work shall join the existing curb and gutter so as to form a smooth transition and shall not result in abrupt changes in grade or shape in the completed work. The Curb and Gutter, Valley Gutter and Curb Outlets shall be constructed according to the Drawings, the Standard Specifications and these special provisions. Curb and Gutter shall be constructed over 8 inches of Class 2 aggregate base. The aggregate base shall be compacted to 95% relative compaction. For rolled and vertical curb sub-base under the aggregate base shall be compacted to 90% relative compaction for a depth of 8

inches. For valley gutters the native sub-grade shall be compacted to 90% relative compaction for a depth of 6 inches.

The Contractor shall determine the mix proportions for all concrete to be used and submit a copy of the mix design to the Engineer five days in advance of planned work. No concrete shall be used in the work until the mix design is approved by the Engineer.

No admixtures other than those listed in these specifications shall be added to concrete without prior approval of the Engineer.

All Curb and Gutter, Valley Gutter, associated aggregate base and pavement patch, shall be considered in the price per square foot of pedestrian ramp and no additional compensation will be allowed therefor. This includes removal of curb and gutter in places where a pedestrian ramps will be placed. A 2 foot patch of asphalt shall also to be removed and replaced where curb and gutter has been removed and replaced according to the plans.

Pedestrian ramps and ADA pads installed will conform with section 90 “Concrete” of the Standard Specifications.

Concrete shall be 4000 psi with jointing shall be as indicated on the plans. The contractor must use the curing compound method, the curing compound shall be curing compound (6) conforming to the provisions in Section 90-1.03B “Curing Compound Method,” of the Standard Specifications. The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface.

Contractor shall note that final longitudinal, cross slopes and wings for PCC ADA pedestrian ramps conform to the American Disabilities Act Accessibility Guidelines (ADAAG) and no direct payment shall be made for field changes to comply with ADAAG.

ADA Detectable warning plates shall be the type called out on the plans. At all accessible ramps, install detectable warnings as shown on the plans and per the manufacturer’s recommendations.

Payment for Pedestrian Ramp and ADA pads shall be included in the price per square foot of pedestrian ramp and includes excavation, grading, backfill, compaction of subgrade, and furnishing, placing and compacting aggregate base; placing concrete and reinforcement necessary to install concrete improvements including labor materials and equipment, and furnishing and installing detectable warning plates and other appurtenances for a complete installation as indicated on the plans.

10-1.30 ROCK SLOPE PROTECTION

Rock for use in Rock Slope Protection shall be of the type and size indicated on the plans and shall conform to the provisions in Section 72-2, "Rock Slope Protection," of the Standard Specifications and these special provisions.

Rock size shall be as shown on the plans. Rock shall be angular and of a color that matches native materials found in the Lake Tahoe Basin. A sample of the proposed rock shall be submitted to the Engineer a minimum of ten (10) working days prior to constructing any of the proposed improvements specified in this section. Rock color shall be approved by the Engineer in writing prior to the Contractor installing the rock.

Only equipment that can be safely operated in the confined construction corridor will be permitted, because of the confined linear nature of the drainage ditches and other areas where rock rip-rap is to be placed, and hand placement or manipulation of rock is required by the Engineer to achieve the required ditch configuration. Local surface irregularities of the rock rip-rap shall not vary from the planned slopes by more than 4-inches measured at right angles to the slope.

The Contract unit price paid per linear foot for the following items: 18" HDPE is included in compensation for installation of culvert. The work shall include, furnishing all labor, material, equipment and incidentals to construct rock slope protection as described in the plans, and no additional compensation will be allowed therefor.

10-1.31 EXISTING FACILITIES

The following Contract items: Demolition, and relocation of existing facilities shall be as shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities" of the Standard Specifications.

The work performed in connection with demolition or removal of various existing facilities, vegetation, or soil material as indicated on the plans or otherwise required to construct the improvements shown on the plans shall conform to the provisions of section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

Existing facilities include: Removal, existing culverts, drainage facilities, pipes, and, backfill, compaction, the repair and placement of AC pavement or curb and gutter as shown on the plans, fence removal, sign relocation, tee box relocation, and boulder relocation. Surplus existing AC pavement from excavation and/or trenches shall become the property of the Contractor and shall be removed and disposed of outside of the highway right of way in accordance with the provisions in Section 7-1.13, "Disposal Of Material Outside The Highway Right Of Way," of the Standard Specifications, outside of the Tahoe Basin, and in accordance with these Special Provisions.

Where a portion of existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 2.5 inches before removing the surfacing. If sawcut pavement is damaged before paving, it is the Contractor's responsibility and at his expense, to recut any damaged portion before paving.

Full compensation for cleaning of portions or entire lengths of existing culverts and existing storm drain facilities as shown on the plans or as directed by the Engineer is included in other items of work and no additional compensation will be allowed therefor.

Prior to the start of construction, the Contractor shall perform a comprehensive photographic and video survey of all existing facilities, utilities, pavement, structures, and other improvements within the project limits. The survey shall document the pre-construction condition of all elements that may be impacted by construction activities. Photographs and video shall be high-resolution, time-stamped, and clearly labeled to indicate locations and key features. The Contractor shall submit digital copies of all documentation to the Engineer for review and record-keeping prior to mobilization. In the event of a dispute regarding damage to existing facilities, these records shall serve as the basis for determining the pre-existing condition. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved, and no additional payment will be made therefor.

Existing concrete, bituminous surfacing and aggregate base required to be removed to construct proposed improvements as shown on the plans or directed by the Engineer, shall be neatly sawcut and then removed and disposed of in accordance with local ordinances. Concrete or asphalt concrete shall be removed from the sawcut to the right of way in areas where curb and gutter is to be installed. The outline of the excavated area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.25-foot before removing asphalt concrete surfacing. Asphalt concrete outside the area marked for removal that is damaged during the removal operation shall be replaced at the Contractor's expense. Any asphalt concrete removed without previously acquiring permission from the Engineer shall be replaced by the Contractor at the Contractor's expense.

All other removals of concrete, asphalt, and aggregate base shall be considered as included in the contract lump sum price for demolition, and no additional compensation will be allowed, therefor.

Full compensation for saw cutting, removal, and disposal of existing asphalt concrete is included in other items of work, and no additional compensation will be allowed.

Full compensation for the removal of the existing fence shall be included in the contract unit price for Demolition, paid as a lump sum that includes all labor, materials, tools, equipment, and incidentals and for all work involved in removing and hauling the fence; no additional compensation will be allowed therefor.

Full compensation for the relocation of the existing disc golf facilities, boulders and signs shall be included in the contract lump sum price for Adjusting Existing Facilities that includes all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing and hauling the fence; no additional compensation will be allowed therefor.

The Contractor shall preserve any found existing monuments per the State of California Business and Professions Code Section 8771. The Contractor shall retain a licensed land surveyor in the State of California to complete a Pre-Construction Survey Form and, upon completion of the Project, to complete a Certificate of Compliance to confirm the monuments were not disturbed. If the Contractor disturbs or removes any monuments in the project area, the Contractor shall

replace the monuments, set by a licensed land surveyor in the State of California, and file with the County at the Contractor's expense.

10-1.32 REVEGETATION

GENERAL

The Contractor shall perform all revegetation work as specified herein and in accordance with the provisions of these Special Provisions, the Plans, and the Standard Specifications. The revegetation work shall consist of all site preparation associated with the revegetation treatments and shall include topsoil salvage, seedbed preparation, soil amending, application of soil inoculants, seeding, mulching with tackifier, and installation of erosion control blankets, in accordance with the requirements as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Revegetation shall progress in an order submitted by the Contractor and as approved by the Engineer.

Additionally, revegetation efforts shall include the restoration of the existing use trail where proposed trail does not cover. Restoration shall be achieved through soil preparation, seeding, mulching, and any other necessary means to ensure the bike trail is integrated into the natural landscape and stabilized to prevent erosion. The revegetation shall be type TT2. The Contractor shall coordinate with the Engineer to identify sections of the bike trail requiring revegetation.

Soil disturbance shall be minimized and limited to those areas that require treatment. All existing vegetation within the project limits not designated for removal shall be protected per the requirements of Section 10-1.14, Tree and Vegetation Protection, of these Special Provisions. Any existing vegetation damaged shall be replaced by the Contractor in accordance with these Special Provisions.

The Contractor shall request that treatment types and boundaries are located by the Engineer prior to progressing with the work. All revegetation work shall be performed by a licensed and qualified landscape contractor (C-27).

All revegetated areas shall be maintained for one year following completion of the revegetation work.

SITE PREPARATION AND GRADING

Soil disturbance shall be minimized and limited to those areas that require treatment. All existing vegetation within the project limits not designated for removal shall be protected. The Contractor shall replace any vegetation seriously damaged at their expense.

All compacted soils in the project area shall be loosened as needed to a depth of 6 inches unless otherwise specified or directed by the Engineer. Soils shall be loosened so that no soil clods are larger than an average of 1 inch in diameter. Final surfaces shall be non-uniform, rough, and

natural in appearance, with the exception of swales, which shall be raked smooth prior to blanket installation.

During clearing and grubbing, the General Contractor shall stockpile vegetation and topsoil for reuse in the project area. Topsoil shall be re-applied in all basins and channels. Vegetation shall be chipped and used with topsoil for a topsoil/organic matter application. Contain material with proper Best Management Practices such as silt fence or fiber rolls. Topsoil may not be stockpiled for more than two months.

TREATMENT TYPES

Treatment Type 2 (TT2). Areas disturbed by construction and staging activities and areas existing compacted areas designated on the plans for restoration. Do not disturb existing vegetation. Loosen soils with hand tools. Apply soil amendments and soil inoculants, incorporate. Hand broadcast seed, incorporate. Apply wood chip mulch with 500 lbs/acre wood fiber mulch and 150 lbs/acre tackifier.

SUBMITTALS

The Contractor will be required to submit to the Engineer material samples or labels for the following materials. The Contractor shall submit a proof of purchase/orders for materials within 30 days of the Contract award to the C-27. Proposed substitutions must be submitted in writing for approval by the Engineer.

Seed
Soil Amendments
Soil Inoculants
Wood Chips
Tackifier
Construction Schedule and Order of Work

MATERIALS

Salvaged Topsoil and Organic Matter. Salvage all available topsoil to a depth of approximately 6 inches and stockpile on site at a location approved by the Engineer. Contain piles with silt fence, sediment logs, or other approved BMPs until re-use.

Seed. All seed shall conform to all laws and regulations pertaining to the sale and shipment of seed required by the California Food and Agricultural Code of 1982, Regulations of 1983, and the Federal Seed Act. Seed shall be TRPA-approved species. For rabbitbrush and sagebrush, test seed within 6 months prior to seeding, unless otherwise directed by the Engineer. All other seed must be tested within 12 months of application date. Seed tags must reflect the most recent test date. Submit original seed tests by lot number to the Engineer a minimum 30 days prior to application for approval. Following approval by the Engineer seed may be mixed and delivered to the site. Deliver all seed to the project site in sealed bags with proper labeling. Weed seed shall not exceed 0.25% of the pure live seed specified and shall not include any seed of

cheatgrass, (*Bromus tectorum*) or sweet clovers (*Melilotus officinalis, M. alba*). Crop seed shall not exceed 0.50%

Seed tags shall show the following information:
Scientific name
Common name
Lot number
Percent purity
Percent germination, including hard and dormant seed
Percent weed seed
Percent crop seed

Requests for substitute species, and/or varieties must be submitted in writing. Written approval from the Engineer is required for all requested substitutions.

Table 1. Revegetation Seed Mix

Botanical Name	Common Name/Variety	**PLS lbs/acre**
Achilles mille folium	Yarrow	0.20
Artemisia tridentata ssp. vaseyana	Mtn. Sagebrush	1.00
Achnatherum occidentalis	Western needlegrass	1.00
Bromus carinatus	California Brome, 'Bromar'	4.00
Chrysothamnus nauseosus	Rabbitbrush	1.00
Elymus elymoides	Squirreltail	4.00
Elymus glaucus	Blue wildrye	2.00
Elymus trachycaulus	Slender wheatgrass, 'Pryor'	4.00
Eriogonum umbellatum	Sulfur buckwheat	1.00
Linum lewisii	Lewis flax. 'Apar'	0.50
Lupinus argenteus	Silver lupine	0.50
Poa ampla	Big bluegrass, 'Sherman'	2.00
Purshia tridentata	Antelope bitterbrush	1.00
Totals		**22.20**

Soil Amendments. Amendments shall be a combination of Kiwi Power and Sustane 4-6-4 or Kiwi Power and Biosol, or approved product equals.

Table 2. Soil Amendments

PRODUCT	COMPONENT	ANALYSIS	RATE OF
Kiwi Power	Spirostant	20.00%	5 gal/acre
	Parigenin	10.62%	
	Sarsaponin	10.00%	
	Inert Ingredients	24.61%	
	Sarsapogenin	11.52%	

	Humic Acid	10.00%	
	Cytokinin	00.25%	
Biosol 7-2-3	Fungal/bacterial	94.00%	1800 lbs/acre
	Water	06.00%	
	Nitrogen (Total)	07.00%	
	Nitrogen (Water	0.50%	
	Avail. Phosphoric	2.00%	
	Soluble Potash (K2O)	3.00%	
	Ph (approximate)	5.4	
	Heavy Metal Content		
	Copper (Cu)	11.800	
	Iron (Fe)	01.865	
	Nickel (Ni)	05.250	
	Chromium (Cr)	06.000	
	Lead (Pb)	02.250	
	Cadmium (Cd)	00.092	
	Zinc (Zn)	65.000	
Sustane 4-6-4	Ammoniacal N	00.4%	2000 lbs/acre
	Water Soluble N	00.4%	
	Water Insoluable N	03.2%	
	Manganese	00.05%	
	Zinc	00.04%	
	Sulphur	01.00%	
	Magnesium	00.80%	
	Calcium	04.00%	

Soil Inoculants. Mycorrhizal inoculants shall consist of spores, mycelium, and mycorrhizal root fragments in a solid carrier suitable for handling by dry application. The carrier shall be the material in which the inoculum was originally produced, and may include organic materials, vermiculite, perlite, calcined clay, or other approved materials consistent with proper application and good plant growth.

Each endomycorrhizal inoculum shall carry a supplier's guarantee of number of propagules per unit weight or volume of bulk material. Species shall be 50% *Glomus intraradices* (Utah), 25% *Glomus intraradices* (Arizona), and 25% *Glomus etunicatum*. The inocula shall contain at minimum 120 spores per gram. Product bag shall be labeled with a lot number and the harvest date of the inocula. One-ounce sub-samples shall be made available to the Engineer thirty days prior to application for verification of species and spore counts. Inocula shall be transported and stored in areas with a temperature of less than 90 º F. Use a dust mask when handling the material.

Wood Chips. Wood chips shall be manufactured from clean wood. The particle size of the chips shall be between 0.5 inch and 3 inches in length and not less than 0.5 inch in width and 0.125

inch in thickness. Wood chips shall be at minimum equal to Caltrans specification 20-2.08. At least 95 percent by volume of wood chips shall conform to the sizes specified. The Revegetation Specialist shall approve material prior to application.

Tackifier. Material shall be of an organic, plant-derived substance containing psyllium, guar gum, or starch, such as PT-TAC, Reclamare, M-Binder, Eco-tak, or approved equal. Material shall form a transparent 3-dimensional film-like crust permeable to water and air and containing no agents toxic to seed germination.

INSTALLATION OF TREATMENTS

Contractor shall notify the Engineer no less than 72 hours in advance of revegetation work and shall not begin the work until prepared treatment areas have been approved. All work shall take place in the fall and prior to October 15 unless other wise approved by the Engineer, or where sites are irrigated.

Preparation of Seed Beds. All compacted soils shall be thoroughly loosened to a depth of up to 6 inches as with hand tools, an agricultural disc, rippers, or other equipment approved by the Engineer.

Application and Incorporation of Salvaged Topsoil. Incorporate with shovels and rakes, the bucket of a backhoe, rototiller, or other approved equipment.

Application of Soil Inoculant and Soil Amendments. A dust mask must be used when handling inoculants. Apply inoculants at 60 lbs/acre with amendments. Hand broadcast or apply hydraulically. Incorporate by raking or other approved method.

Seeding. All seeding shall be in between September 1 and October 15 unless otherwise approved by the Engineer. Seed shall be uniformly broadcast with hand-held seeders or approved equal over prepared areas and lightly raked to incorporate to a depth of ¼ inch to ½ inch. Seed shall not be left uncovered more than 24 hours unless otherwise approved by the Engineer. Seeding shall not occur under conditions that would allow the seed to become windborne (greater than 5 mph).

Mulching. Clean wood chips shall be evenly applied to a depth of approximately .5 inches for approximately 40 cubic yds/acre. Pine needles shall be applied to a maximum depth of ½ inch (approximately 16,000 lbs/acre).

Mulch Anchoring. Pine needles or wood products shall be anchored with mulch and tackifier. A hydroseeder with a paddle wheel agitator shall be used to evenly apply the mixture at the following rates under suspension unless otherwise approved. Mix in accordance with the following:

Wood-cellulose fiber mulch:	500 lbs/acre
Tackifier:	150 lbs/acre
Water:	As needed

Mulch Application. Mix HydroStraw and tackifier in a tank equipped with an agitator so a uniform suspension is achieved. Apply the slurry within one (1) hour. Apply at a rate of 3,500 lbs/acre and 150 lbs/acre tackifier.

MAINTENANCE

Maintain all areas for one year so that there is no evidence of erosion, such as rills or gullies. The maintenance period begins on the date following the last installation. Maintenance may include re-application of seed, mulches, and tackifiers. During the 1-year maintenance period, seeded areas shall be kept free from noxious weeds at all times. The Engineer will identify noxious weeds requiring immediate removal. If at any time it is deemed that proper maintenance is not being performed, the countdown for the 1-year maintenance period shall be stopped and not resumed until the project is brought up to the specifications and proper maintenance is resumed.

PERFORMANCE STANDARD AND ACCEPTANCE

Contractor shall guarantee revegetation for a period of one (1) full growing season after completed seeding as follows.

Revegetated areas will be inspected by the Engineer at completion of installation and accepted subject to compliance with specified materials and installation requirements. Following two full growing seasons after treatment, Contractor shall be responsible for 20% coverage by seeded species and 90% mulch such that there is no significant evidence of rills, gullies or other evidence of erosion. If specified coverage is not achieved, the Contractor may be required to re-seed, re-soil amend, and/or re-mulch. The Engineer, upon Contractor's request, will make final inspection and acceptance at the conclusion of the maintenance period, one full year following completion of the revegetation work. Provide the Engineer notification at least 10 working days before requested inspection date.

PAYMENT

The Contract lump sum price for Adjusting Existing Facilities includes full compensation for furnishing all labor, material, equipment and incidentals necessary to install the Treatment Type 2 Revegetation behind curb, all disturbed areas and staging areas. The work shall include, but not be limited to, preparing soil and applying soil amendments, soil inoculants, mulch and tackifier as described within these special provisions.

10-1.33 SIGNS AND PAVEMENT MARKINGS

Signs installed will conform to Section 82 "Signs and Markers" of the Standard Specifications. The materials of the signs will conform to Section 82-2.02. Pavement markings shall comply with section 84 of the standard specifications. The material of the pavement markings shall conform with section 84-2.02 of the Standard Specifications. Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in the Standard Highway Signs Book, administered by the Federal Highway Administration.

Temporary and permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks. All sign posts and the back of all signs shall be powder coated flat black. All snow poles shall be installed as indicated on the plans.

Pavement markings shall be yellow. Thermoplastic traffic stripe shall be applied in conformance with the provisions in Section 84, "Markings," of the Standard Specifications and these special provisions. Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in either State Specification PTH 02ALKYD or PTH 02HYDRO. All thermoplastic shall be 9mm thick after final application. Retroreflectivity of the thermoplastic traffic stripes shall conform to the requirements in ASTM Designation: D 6359 99. Yellow thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 175 mcd□m 2□lx 1. Residue produced from recess construction shall be removed from the roadbed by use of vacuum equipment attached to the recess equipment. Residue from removal operations shall not be permitted to flow across the pavement nor to flow into gutters or other drainage facilities. Residue shall be removed from pavement surfaces concurrently with the recess construction process and before the residue is blown by action of traffic or wind. Thermoplastic traffic stripes (recessed) shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris. Thermoplastic traffic stripe will be measured in the same manner specified for thermoplastic traffic stripe in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

Rectangular rapid flashing beacon (RRFB) system shall conform to Section 87 “Electrical Systems” of the Standard Specifications. The RRFB includes:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors
5. Cables
6. Standard
7. Signal heads
8. Advanced Flashing beacon system
9. Service equipment enclosure
10. Push button assemblies
11. Accessible pedestrian signals
12. Control and battery backup cabinet

The RRFB system consists of two flashing rectangular beacons in an IP65 housing.

Two Flashing Rectangular Beacons:
The two flashing rectangular beacons must have a light intensity compliant to the specifications of Society of Automotive Engineers standard J595 requirements for peak luminous intensity (candelas) for Class 1 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles).

The two flashing rectangular beacons must:

1. Use Light Emitting Diode-array based light source.
2. Be of a yellow LED color
3. Flash rapidly and alternately
4. Be aligned horizontally in the housing with a minimum 7 inches space between the two beacons, measured from inside edge of one beacon to inside edge of the other beacon
5. Flash upon activation:
    a. In rapidly alternating "wig-wag plus simultaneous" flashing sequence of left light on, then right light on
    b. Must start within 150 millisecond and cease operation simultaneously
6. Be activated by accessible pedestrian signal
7. Have an automatic signal dimming device during nighttime conditions

Each beacon must:

1. Be a minimum size of 5 inches wide by 2 inches high
2. Be aligned horizontally in the housing
3. Have a flash rate over the on-off flashing period sequence outside the range of 5 to 30 flashes per second to avoid harmful frequencies
4. Have 75 flash cycles per minute with 800 milliseconds flash cycle length. The 800 millisecond flash cycle must have the following sequence:
    a. The “left” side beacon is on for 50 milliseconds followed by both beacons being off for 50 milliseconds
    b. The “right” side beacon is on for 50 milliseconds followed by both beacons being off for 50 milliseconds
    c. The “left” side beacon is on for 50 milliseconds followed by both beacons being off for 50 milliseconds
    d. The “right” side beacon is on for 50 milliseconds followed by both beacons being off for 50 milliseconds
    e. Both beacons are on for 50 milliseconds followed by both beacons being off for 50 milliseconds
    f. The “right” side beacon is on for 50 milliseconds followed by both beacons being off for 250 milliseconds

The beacons housing must include a small light integral to it, directed to pedestrians, giving confirmation that the beacons are in operation.

The beacons must be normally dark, initiated only upon pedestrian actuation, and cease operations after a predetermined time after the actuation. When using passive detection, the

operation shall terminate after the pedestrian clears the crosswalk. The predetermined time must comply with Section 4E.06 of the California MUTCD.
Where an advanced flashing beacon is used ahead of the crosswalk, it must start and cease operation simultaneously with the RRFB.

Housing for beacons must be of durable, corrosion-resistant powder-coated aluminum with stainless steel fasteners.

Control and Battery Backup Cabinet:
Install the cabinet and its components on the pole as shown and as per manufacturer's recommendations

Beacons:
Install the W11-2, W11-15, or S1-1 and a W16-7P sign on the standard. Install the beacons between the W11-2, W11-15 or S1-1 and the W16-7P sign.
Install the R10-25 sign on the accessible pedestrian signal.
Align the two beacons horizontally, with the longer dimension horizontal.
Ensure the outside edges of the beacons, including housing, must not project beyond the outside edges of the W11-2, W11-15 or S1-1 sign.
Program the accessible pedestrian signals with the message "Yellow lights are flashing". The message should be spoken twice.

Solar Panel:
Mount and orient the solar panel to maximize the collection of solar energy.
Connect the battery in parallel to provide 12 V(dc). Include a glass type fuse holder specified by the manufacturer.

Payment for pavement markings shall be included in the contract lump sum price for pavement markings. Payment for Rectangular Rapid-Flashing Beacon shall be included in the contract lump sum price for RRFB. Payment for snow markers shall be included in the contract unit price per linear foot for Trail Pathway. Payment for the relocation of signs shall be included in the contract lump sum price for demolition. Payment for stop signs shall be included in the contract price per each. No additional compensation will be allowed therefor for any of the listed items in this section.

EXHIBIT A

BLOCK GRANT PROVISIONS (APPENDICES A, B, C1, AND C2)

APPENDIX A

GENERAL BLOCK GRANT CONDITIONS

1.01 Definitions. As used herein, "HUD" means United States Department of Housing and Urban Development. "Project Area" for the purposes of this Exhibit means the City of South Lake Tahoe.

1.02 Compliance with Applicable Federal Regulations. GRANTEE shall comply with the provisions of 24 CFR 570, Subpart J and K, describing other program requirements, and the provisions of 2 CFR 200, relating to the uniform administrative requirements in the acceptance and use of Federal funds.

1.03 If GRANTEE receives State or City funds, GRANTEE shall, in the use of those State or City funds adhere to the applicable Federal laws, regulations, policies, guidelines or requirements, herein specified, only in so far as adherence thereto would not be prohibited by valid City or State laws, regulations, policies, guidelines or requirements.

1.04 Applicable Federal Civil Rights Laws and Executive Orders. In providing the services and work set forth in this Agreement, GRANTEE shall carry out its work in a manner that will permit full compliance by City and strict adherence by GRANTEE with the following:

i. Title VI of the Civil Rights Act of 1964, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and
ii. The Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity funded, in whole or in part, with funds made available pursuant to said acts; and
iii. Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act) which prohibits discrimination in the sale, rental, and financing of housing and the provision of brokerage services because of race, color, religion, sex, sexual orientation, actual or perceived gender identity, national origin, handicap, or familial status; and
iv. Executive Order 11063, as amended by executive Order 12259, which provides for equal opportunity in housing and related facilities provided by federal financial assistance. This order and its implementing regulations require the Department of Housing and Urban Development to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use,

occupancy, sale, leasing, rental or other disposition of residential property assisted with Federal loans, advances, grants or contributions; and

v. Executive Order 11246, (as amended by Executive Orders 11375 and 12086 and further amendments) Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts, which requires that GRANTEEs and sub-recipients, and their sub-contractor, agree not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, actual or perceived gender identity, or national origin; and

vi. Section 3 of the Housing and Community Development Act of 1968 Pertaining to Employment Opportunities for Lower-Income Persons (12 U.S.C. 1701u), requires that, to the greatest extent feasible on projects financed by HUD, a sub-recipient must:

1. provide opportunities for training and employment, arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, are given to persons with household income that is at or below 80% of the median income for South Lake Tahoe as defined by the Secretary of HUD residing within the South Lake Tahoe metropolitan area. Where feasible, priority should be given to residents within the service area of the project or the neighborhood in which the project is located who have household income that is at or below 80% of the median income for South Lake Tahoe as defined by the Secretary of HUD, and to participants in other HUD programs who have household income that is at or below 80% of the median income for the South Lake Tahoe area; and,
2. award contracts for work undertaken in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for persons residing within the metropolitan area in which the CDBG-funded project is located and have household income that is at or below 80% of the median income for South Lake Tahoe as defined by the Secretary of HUD. Where feasible, priority should be given to business concerns, that provide economic opportunities to residents within the service area or the neighborhood in which the project is located who have household income that is at or below 80% of the median income for South Lake Tahoe as defined by the Secretary of HUD, and to participants in other HUD programs who have household income that is at or below 80% of the median income for that area, and
3. self-certify whether they are a Section 3 business, employs Section 3 residents, or subcontracts with business that provide opportunities to low-income persons when an award of $200,000 or more of HUD funding is provided for housing rehabilitation, housing construction, or other public construction projects, and/or $100,000 or more to sub-contractors, and
4. at a minimum, provide documentation on federal compliance, reporting and outreach efforts; and

vii. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published which specify that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance; and

viii. The Age Discrimination Act of 1975, (Pub. L. 94-135), as amended, and implementing regulations when published for effect which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance; and

ix. The requirements relating to Minority-Owned and Women-Owned Business Enterprises set forth in 2 CFR 200.321, Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637, a sub-recipient must exercise affirmative outreach efforts when soliciting bids for service or construction when the federal funds received by the sub-recipient or sub-contractor exceeds $10,000 and when the sub-recipient or sub-contractor is a for-profit organization/business; and

x. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A; and

xi. Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability in employment and in public accommodations and commercial facilities and defines the range of conditions that qualify as disabilities, and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable – that is easily accomplishable and able to be carried out without much difficulty or expense; and

xii. The provisions of 24 CFR Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any GRANTEE's or sub during any period of debarment, suspension or placement in ineligibility status; and

xiii. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*.). This law provides that any grant under section 106 shall be made only if the GRANTEE certifies to the satisfaction of the Secretary of HUD that the GRANTEE will, among other things, affirmatively further fair housing; and

xiv. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*., particularly 42 U.S.C. 6101 *ets. seq*., and 29 U.S.C. 794) and further amendments, which mandates that no person on the grounds of race, color, national origin, sex, sexual orientation, actual or perceived gender identity, age or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds.

xv. Architectural Barriers Act of 1968 requires that federally funded buildings and other facilities, as defined in 24 CFR 40.2 and 41 CFR 101-19.602(2), to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

1.05 Relocation and Real Property Acquisition. GRANTEE shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and 24 CFR 570.606(b); and (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan (Plan) under section 104(d) of the HCD Act. Under the URA and the Plan, the sub-recipient must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. All property occupants must be issued certain notices on a timely basis. The Plan also requires the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

1.06 Political Reform Act. GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, et seq.) GRANTEE will promptly advise City of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

1.07 Flood Disaster Protection. Notwithstanding any other provision of this Agreement, GRANTEE shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to GRANTEE pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said moneys for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et. seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

1.08 Equal Employment Opportunity. In providing the work and services herein specified, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. GRANTEE shall take action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. 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. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the City setting forth the provisions of this non-discrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its contracts for program work, and will require all of its GRANTEE's for such work to incorporate such requirements in all subcontracts for program work.

1.09 Prohibition of and Elimination of Lead-Based Paint Hazard. Notwithstanding any other provision, GRANTEE agrees to comply with the regulations issued by the Secretary of HUD set forth in 24 CFR 570.608 and all applicable rules and orders issued there under which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

1.10 Compliance With Clean Air and Water Acts. This Agreement is subject to 42 U.S.C 1857, et seq., and 33 U.S.C 1251 et seq., and the regulations issued pursuant thereto, therefore, GRANTEE agrees as follows:

i. GRANTEE stipulates that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20;

ii. GRANTEE agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, (33 U.S.C. 1318), as amended, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;

iii. GRANTEE stipulates that as a condition for the award of the contract, prompt notice will be given of any notification received from the DIRECTOR Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities;

iv. GRANTEE agrees that criteria and requirements in subparagraphs (a) through (d) of this Section 1.09 will be included in every non-exempt subcontract and GRANTEE shall take such action as the City or HUD requires as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

1.11 Federal Labor Standards Provisions (Davis-Bacon Wage Rates). Except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, GRANTEE and all GRANTEE's engaged under contracts in excess of Two Thousand Dollars ($2,000) for the construction, completion or repair of any building or work financed in whole or in part with assistance provided under this agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state

or local law, nothing hereunder is intended to relieve GRANTEE of its obligation, if any, to require payment of the higher rates. GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and for such contracts in excess of Twenty Five Thousand Dollars ($25,000), 29 CFR 5a.3.

GRANTEE shall not award any contract or subcontract which is otherwise in compliance with this Agreement to any person or sub-contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

1.12 Copeland "Anti-Kickback" Act (all contracts in excess of $2,000)
GRANTEE must comply with the Copeland "Anti-Kickback" Act (18 U.S.C., Section 874), as supplemented in 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"), and that it is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract

1.13 Nondiscrimination Under Title VI of the Civil Rights Act of 1964. GRANTEE under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under **24 CFR PART 1**. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that GRANTEE and the United States are beneficiaries of and entitled to enforce such covenant. GRANTEE, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

1.14 Interest of Certain Federal Officials. No member of, or Delegate to, the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

1.15 Conflict of Interest. No officer, employee, or agent of City who exercises any functions or responsibilities with respect to the CDBG program or to the services and work to be performed by GRANTEE pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

GRANTEE shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this section.

1.16 Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

1.17 Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

1.18 Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to City and HUD for determination by HUD as to whether patent protection on such invention or discovery will be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

1.19 Political Activity.

i. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel, in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement, with the following: (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of the CDBG Plan and/or Program, and participants whose principal employment is in connection with an activity financed by the CDBG Program or its proceeds are subject to limitation on

political activities under the Hatch Act (5 U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in non-partisan activities outside working hours.

ii. Lobbying Prohibited.

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, 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.

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, or cooperative agreement, the GRANTEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The GRANTEE shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 of not less than $10,000 and not more than $100,000 for each such failure.

1.20 Guidelines On Church-Related Activities.

i. Construction or Rehabilitation of Facilities. Block grant fund recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block grant

funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

ii. Public Services. Block grant funds may be used for the provision of public services under the following conditions:

1. The public services provided are exclusively non-religious in nature and scope;

2. There are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services;

3. There is no religious discrimination in terms of employment or benefits under the public services; and

4. The CDBG funds may be used only for the provision of public services and not for the construction, rehabilitation or restoration of any facility owned by the religious organization where the services are to be provided. A narrow exception to this prohibition is that minor repairs may be made where such repairs (a) are directly related to the public services, (b) are located in a structure used exclusively for non-religious purposes, and (c) constitute in dollar terms a minor portion of the CDBG expenditure for the public services.

1.21 Resident Aliens (24 CFR 570.613). Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for the benefits under covered activities funded by the CDBG program. "Covered activities" are activities meeting the requirements of 24 CFR 570.208(a) that either (1) have income eligibility requirements limiting benefits exclusively to low- and moderate-income persons, or (2) are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (except for activities that benefit the public at large), and provide benefits on the basis of an application.

1.22 Environmental Requirements (24 CFR 570.604). GRANTEE is not allowed to incur program expenses until the City has performed an environmental review of the proposed activities, received the release of funds, and provided the GRANTEE with formal clearance to initiate them, along with directives for any action necessary to mitigate negative environmental impacts (24 CFR Part 58).

1.23 Historic Preservation. GRANTEE shall not violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before any commitments are made to make any physical improvements or alterations or demolition of any

building, GRANTEE shall receive assurances from the City that the GRANTEE is in compliance.

1.24 Buy-America Preferences. Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

"General Decision Number: CA20260007 01/09/2026

Superseded General Decision Number: CA20250007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

ASBE0016-007 05/01/2025

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal,		

scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

AREA 1	$ 35.31	12.75
AREA 2	$ 44.73	12.75

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 49.62	41.27
(2) Remaining Counties	$ 45.60	38.99

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 52.76	25.01
AREA 2	$ 57.02	28.50

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 44.93	20.98
TERRAZZO WORKER/SETTER	$ 60.58	29.79

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE FINISHER		
Area 1	$ 35.00	17.44
Area 2	$ 34.76	19.22
Area 3	$ 37.75	19.28

Area 4	$ 35.78	19.23
Tile Layer		
Area 1	$ 55.55	21.08
Area 2	$ 55.17	22.52
Area 3	$ 59.92	22.62
Area 4	$ 56.79	22.54

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03

Area 2
Installer.....$ 26.11 22.53
Lead Installer.....$ 29.08 23.03
Master Installer.....$ 32.71 23.03
Area 3
Installer.....$ 25.16 22.53
Lead Installer.....$ 27.96 23.03
Master Installer.....$ 31.38 23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 54.66	33.52
Journeyman Carpenter	$ 54.51	33.52
Millwright	$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 53.31	33.52
Journeyman Carpenter	$ 53.16	33.52
Millwright	$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82

Journeyman Carpenter.....$ 45.42 30.82
Millwright.....$ 47.92 32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

ELEC0180-001 06/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 69.26	3%+29.28
ELECTRICIAN	$ 61.56	3%+29.28

ELEC0180-003 12/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 53.08	30.84
Technician	$ 61.04	31.08

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 03/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 40.00	25.50
Sound & Communications Technician	$ 46.00	25.68

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2025

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 52.70	38.68
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2025

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes

ELECTRICIAN.....$ 48.50 23.04

ZONE RATE:

70-90 miles - $10.00 per hour
91+ miles - $15.00 per hour

ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 59.17	32.04

ELEC0551-005 12/01/2025

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	$ 53.08	30.84
Technician.....	$ 61.04	31.08

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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* ELEC0659-006 01/01/2026

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 47.04	21.84

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	$ 60.54	4.5%+22.15

(3) Tree Trimmer.....$ 37.84 4.5%+14.30
(4) Line Equipment Man.....$ 53.82 4.5%+19.40
(5) Powdermen,
Jackhammermen.....$ 40.37 4.5%+14.30
(6) Groundman.....$ 33.37 4.5%+14.30

ELEC1245-004 01/01/2025

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 53.30	22.26
(3) Groundman.....	$ 40.76	21.76
(4) Powderman.....	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 84.05	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 51.23	39.55
AREA 2:		
(1) Leverman.....	$ 62.61	39.55

(2) Dredge Dozer; Heavy
duty repairman.....$ 57.65 39.55
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 56.53 39.55
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 53.23 39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of

Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/30/2025

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 55.85	28.56
AREA 2	$ 57.85	28.56
GROUP 2		
AREA 1	$ 52.25	28.56
AREA 2	$ 54.25	28.56
GROUP 3		
AREA 1	$ 47.64	28.56
AREA 2	$ 49.64	28.56

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/30/2025

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 66.96	32.53
GROUP 2	$ 65.43	32.53
GROUP 3	$ 63.95	32.53
GROUP 4	$ 62.57	32.53
GROUP 5	$ 61.30	32.53
GROUP 6	$ 59.98	32.53
GROUP 7	$ 58.84	32.53
GROUP 8	$ 57.70	32.53
GROUP 8-A	$ 55.49	32.53
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 68.59	32.53
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 66.08	32.53
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 64.34	32.53
Hydraulic	$ 60.61	32.53
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 61.30	32.53
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		

Cranes.....$ 68.81 32.53
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 67.04 32.53
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 65.56 32.53
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 63.54 32.53
GROUP 5
Cranes.....$ 62.24 32.53
OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 63.06 32.53
GROUP 1-A.....$ 65.53 32.53
GROUP 2.....$ 61.80 32.53
GROUP 3.....$ 60.47 32.53
GROUP 4.....$ 59.33 32.53
GROUP 5.....$ 58.19 32.53
UNDERGROUND:
GROUP 1.....$ 62.96 32.53
GROUP 1-A.....$ 65.43 32.53
GROUP 2.....$ 61.70 32.53
GROUP 3.....$ 60.37 32.53
GROUP 4.....$ 59.23 32.53
GROUP 5.....$ 58.09 32.53

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu.

yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical

trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND

UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0118-012 01/01/2025

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER	$ 43.75	34.45

IRON0118-013 01/01/2025

AMADOR, BUTTE, COLUSA,EL DORADO, GLENN,MARIN, NAPA, NEVADA, PLACER,PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER	$ 50.70	35.15

LABO0067-003 07/01/2024

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties	$ 37.75	29.69
Remaining Counties	$ 36.75	29.69

LABO0067-005 01/01/2024

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND

SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.32
Area B	$ 36.26	27.32
Traffic Control Person I		
Area A	$ 37.56	27.32
Area B	$ 36.56	27.32
Traffic Control Person II		
Area A	$ 35.06	27.32
Area B	$ 34.06	27.32

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a

below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2023

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 37.54	25.55

LABO0261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 36.26	27.30
Traffic Control Person I....	$ 36.56	27.30
Traffic Control Person II...	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes

Tunnel and Shaft Laborers:

GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.84	26.24

LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2023

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2025

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 53.38	28.04

PREMIUMS:
EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 59.63	31.29

PAIN0016-007 01/01/2025

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:	$ 43.45	22.80

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 56.22	34.00

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* PAIN0567-001 07/01/2025

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 39.43	16.16
Paperhanger	$ 42.19	16.16
Spray Painter	$ 41.43	16.16

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.27	16.47

PAIN0567-010 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 42.79	16.12
(2) Steeplejack - Taper, over 40 ft with open space below	$ 44.29	16.12

PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 32.70	31.68
AREA 355: Marin	$ 36.73	31.68
AREA 355: Napa & Sonoma		

Counties.....$ 32.70 31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-002 07/01/2025

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE	$ 91.00	49.40

PLUM0038-006 07/01/2025

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 77.35	36.53

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* PLUM0228-001 01/01/2026

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 52.75	41.39

PLUM0343-001 07/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 71.60	38.38

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total

plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 52.14	18.71

PLUM0355-001 07/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 36.01	18.50

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* PLUM0442-003 01/01/2026

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 58.45	38.74

PLUM0447-001 07/01/2025

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 67.37	30.00
Light Commercial Work	$ 55.58	24.02

ROOF0081-006 08/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 54.94	23.34

ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 46.73	21.36

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* SFCA0483-003 01/01/2026

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 81.54	41.35

SFCA0669-003 04/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 52.06	28.56

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 47.85	41.90

SHEE0104-010 07/01/2020

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 35.16	35.88
Mechanical Jobs over $200,000	$ 46.60	40.21

TEAM0094-001 07/01/2025

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 43.26	34.28
GROUP 2	$ 43.56	34.28
GROUP 3	$ 43.86	34.28
GROUP 4	$ 44.21	34.28
GROUP 5	$ 44.56	34.28

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot

car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number

used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

APPENDIX C1

Federal Labor Standards Provisions (HUD 4010)

HUD-4010 U.S. Department of Housing and Urban Development Federal Labor Standards Provisions
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times

by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

Conformance

C. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is used in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

D. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

E. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer

or will notify the contracting officer within the 30–day period that additional time is necessary.

F. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

G. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

iii. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

Withholding

iv. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the

Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

Records and certified payrolls

v. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a

development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. **Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of anycosts reasonably anticipated in providing benefits under a plan or program described in 40

U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

Certified payroll requirements

E. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

F. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR

5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

G. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

H. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

I. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

J. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

K. Length of certified payroll retention The contractor or subcontractor must

preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

vi. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

Required disclosures and access

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant,

sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

Apprentices and equal employment opportunity

vii. Apprentices

A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the

construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and

Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18

Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

2. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
3. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages

required by the clause set forth in 29 CFR 5.5(b)(1).

Withholding for unpaid wages and liquidated damages

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote,

intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

B. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

C. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

D. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds $100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX C2

~~GUIDELINES FOR MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES (MBE/WBE)~~

~~Section 281 of the National Affordable Housing Act requires each grantee, contractor, developer, and/or subrecipient to make good faith efforts and take affirmative steps to see that Minority and Women Business Enterprises (MBE/WBE) are provided contracting opportunities as a result of federal funding (e.g., CDBG, HOME, HOME-ARP).~~

~~To demonstrate compliance, the grantee, contractor, developer, and/or subrecipient must report all sub-grant and procurement awards in excess of $10,000 for supplies, equipment, construction or services through Form HUD-2516.~~

~~Definitions:~~

- **~~Women-Owned Business Enterprise (WBE)~~**: ~~Primarily owned (51%) by one or more females.~~
- **~~Minority-Owned Business Enterprise (MBE):~~** ~~Business primarily (51%) owned, operated and controlled by one or more members of the following race/ethnicity: Pacific Islander, American Native, African American/Black, American Indian/Alaskan Native, Hawaiian/Pacific Islander, Asian, or Hispanic.~~
- **~~Developer/Contractor/Sub-recipient~~**: ~~The entity that enters into a contract with the City or an agency that is receiving federal funds from the City to carrying out a service, or a project.~~
- **~~Subcontractor~~**: ~~Any entity which has agreed to undertake a portion of a contract in which federal funds are used.~~
- **~~Good Faith Effort:~~** ~~Comprehensive and continuing effort.~~
- **~~Affirmative Steps:~~** ~~Examples of Affirmative Steps include, but are not limited to:~~
  - ~~When feasible, structure solicitations so that the total requirements are divided into subsets of smaller tasks or quantities for the purpose of retaining multiple firms or facilitating subcontracting opportunities for MBE/WBEs.~~
  - ~~Use the services of the Small Business Administration.~~
  - ~~Use the California Supplier Clearinghouse to find certified MBE/WBE businesses.~~

~~Required Outreach Criteria:~~

- ~~When grantee, contractor, developer, and/or subrecipient are soliciting bids, they will include in any notice to local newspaper that "Women and Minority Owned Businesses are strongly encouraged to apply."~~
- ~~Grantee, contractor, developer, and/or subrecipient, when feasible, are strongly encouraged to consider posting in Spanish and Vietnamese newspapers.~~
- ~~Use Affirmative Steps when soliciting subcontracting opportunities.~~

~~MINORITY / FEMALE BUSINESS ENTERPRISE (MBE/WBE)~~

~~VOLUNTARY SELF-CERFIFICATION~~

~~A MINORITY /FEMALE OWNED BUSINESS IS ONE IN WHICH AT LEAST FIFTY ONE PERCENT (51%) OF THE FIRM IS OWNED BY MINORITIES OR FEMALES.~~

~~Please mark all boxes that apply:~~

~~A. MINORITY OWNED BUSINESS~~

- ☐ ~~American Indian or Alaska Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.~~
- ☐ ~~Asian: A person having origins in any of the original peoples of the Far East or Southeast Asia.~~
- ☐ ~~Asian-Indian: A person whose origins are from India, Pakistan or Bangladesh.~~
- ☐ ~~Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".~~
- ☐ ~~Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands.~~
- ☐ ~~Hispanic: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.~~
- ☐ ~~Other: A group of natural persons identified as minorities.~~

~~B. FEMALE OWNED BUSINESS~~

- ☐ ~~Female Owned Business~~

~~C. COMPANY/BUSINESS IS NEITHER MINORITY NOR FEMALE OWNED.~~

- ☐ ~~My Company/Business is neither minority or female owned.~~

~~Company/Business~~

_____

~~Company/Business Address/City/Zip~~

_____

~~I certify the above information is accurate.~~

_____	_____
~~**Print Name**~~	~~**Owner Signature /Date**~~

EXHIBIT B

TRPA CONSTRUCTION PERMIT

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
trpa.gov

LAKE TAHOE ENVIRONMENTAL IMPROVEMENT PROGRAM

Permit

PROJECT DESCRIPTION: Bijou Park Class 1 Bicycle Trail – Greenway Connector

ASSESSOR PARCEL NUMBER(S): 025-010-051, 025-041-009, 025-051-029

TRPA FILE #: EIPC2025-0007

PERMITEE: City of South Lake Tahoe COUNTY/LOCATION: El Dorado/Bijou Park

Having made the findings required by Agency ordinances and rules, TRPA approved the project on May 21, 2025, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit. This permit shall expire on May 21, 2028, without further notice unless the construction has commenced prior to this date and is diligently pursued thereafter. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO DEMOLITION, TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

(1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;

(2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;

(3) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

Shannon Friedman May 21, 2025

TRPA Executive Director/Designee Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I understand that it is my sole responsibility to obtain all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permitee: _____ Date: 05/21/2025

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
trpa.gov
LAKE TAHOE ENVIRONMENTAL IMPROVEMENT PROGRAM

EIP # 03.02.02.0092
TRPA FILE # EIPC2025-0007

Required Plans determined to be in conformance with approval: Date: 5/22/25

TRPA ACKNOWLEDGEMENT: The Permittee has complied with all pre-construction conditions of approval as of this date:

TRPA Executive Director/Designee Date

SPECIAL CONDITIONS

1. This permit specifically authorizes construction of the Bijou Park Class One Bicycle Trail – Bijou Connector. The project will construct 0.6 miles of class one trail. The trail will link the Al Tahoe Complete Streets Project with the existing Greenway Trail. The trail will be constructed completely within the City of South Lake Tahoe's Bijou Park Property in South Lake Tahoe, California. Construction is planned for 2025.

2. The standard conditions listed in Attachment Q shall apply to this permit.

3. Prior to permit acknowledgement submit the following items for TRPA review and approval:

    a. Electronically submit the final construction plans for TRPA review and approval.
    b. Submit the Maintenance Responsibility Chart and Plan. The Chart may be found here: Maintenance-Responsibilities-Chart-and-Plan.pdf. The chart only needs to be filled out for sections related to this project.
    c. Submit a restoration plan for the portions of the existing informal trail are proposed to be restored.

4. An on-site inspection by TRPA staff is required prior to any construction or grading activity. TRPA staff shall determine if the on-site improvements required by Attachment Q (Standard Conditions of Approval) have been properly installed. No grading or construction shall commence until TRPA pre-grade conditions of approval are met.

5. Prior to the first Pre-grade inspection, submit a construction schedule for TRPA approval which should include milestone dates for the project.

6. Install a bicycle and pedestrian trail counter once the trail is complete. Work with TRPA staff to determine the location and type of counter (permanent or moveable).

7. All above ground facilities, new or currently existing, shall be colored green unless an alternative color has been approved by TRPA.

8. Temporary BMPs shall be installed and maintained prior to excavation and during all phases of construction.

9. If artifacts or archeological soils are uncovered during construction, all work in the area shall stop immediately until a qualified archeologist and contacted to visit the site.

10. All excavated materials that are not to be used on-site shall be hauled away to a legally accepted location.

11. Any normal construction activities creating noise in excess of the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 A.M. and 6:30 P.M.

12. Grading is prohibited any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition (pursuant to Subsection 64.2.C of the TRPA Code of Ordinances). If a storm event is predicted to occur during active construction, immediately stop work and ensure that all temporary BMPs are in place and functioning.

13. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season. All disturbed areas shall be stabilized with a 3-inch layer of mulch or covered with an erosion control blanket.

14. Vegetation shall not be disturbed, injured, or removed except in accordance with the TRPA Code or the conditions of project approval. All trees, major roots, and other vegetation not specifically designated or approved for removal shall be protected according to methods approved by TRPA. All vegetation outside the construction site/project area boundary shall not be disturbed.

15. All rock material (gravel, cobble, and boulders) shall be clean prior to arrival at the site to ensure that the rock is free of any excess silt or clay particles.

16. The discharge of petroleum products, construction waste and litter (including sawdust), or earthen materials to the surface waters of the Lake Tahoe Region is prohibited. All surplus

construction waste materials shall be removed from the project site and disposed of at approved points of disposal.

17. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

18. Any modifications to the TRPA approved plans shall be submitted to TRPA for review and approval.

19. The permittee shall contact TRPA for a final inspection at the conclusion of the project to verify that all conditions of the permit have been met and the project was implemented per the TRPA approved Plans.

20. To the maximum extent allowable by law, each party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its governing board, officers, employees and its agents (collectively "Indemnitee") from and against any and all suits, losses, damages, injuries, liabilities, and claims proximately caused by the Indemnitor. To the extent permitted by law, where the foregoing indemnity applies, it includes any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; and (3) the design, installation, or operation of any improvements.

END OF PERMIT

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
trpa.gov

LAKE TAHOE ENVIRONMENTAL IMPROVEMENT PROGRAM

EXHIBIT C

QUALITY ASSURANCE PLAN

QUALITY ASSURANCE PROGRAM (QAP)

CITY OF
SOUTH LAKE TAHOE

APPROVED BY:

Name: Anush A. Nejad, P.E.

Title: Director of Public Works

12.16.2025

REVIEWED BY: MICHAEL LEFRANCOIS, P.E. DATE

CITY ENGINEER

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[This document supports the Caltrans Local Assistance Procedures Manual (LAPM) Section 16.11. In case of conflicts, the contract documents and the agency-state agreements prevail.]

The purpose of the Quality Assurance Program (QAP) is to provide assurance that the materials incorporated into each state and federally funded construction project conform to the contract specifications, as well as to 23 CFR 637.

- The QAP is updated every five years minimum.
- The QAP is updated if changes are made, such as to the test methods or to the testing sampling and frequencies.

I. Definition of Terms

Acceptance Testing	Testing of project materials to determine compliance with the contract specification criteria.
Certificate of Compliance	A signed document from the material manufacturer committing that the delivered goods meet the contract specifications.
Independent Assurance Program (IAP)	A program that verifies that acceptance testing is being performed correctly by certified testers using accredited laboratories and calibrated equipment.
Materials Acceptance Program	Sampling, testing, inspection, and certification of project materials to determine compliance with the contract specifications.
Quality Assurance Program (QAP)	A program that will ensure materials and workmanship incorporated into the project conform to the contract specifications. The main elements of a QAP are the Material Acceptance Program and the Independent Assurance Sampling and Testing Program.
Source Inspection	Sampling, testing, and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

II. Materials Acceptance Program

Material incorporated into the work is accepted by one or more of the following methods, as specified in the contract specifications:

1. Field Sampling and Acceptance Testing
2. Manufacturer's Certificate of Compliance
3. Source Inspection and Testing
4. Visual Inspection

Field Sampling and Acceptance Testing

- Acceptance sampling and testing are performed by certified materials personnel.
- Acceptance testing is performed utilizing accredited materials laboratories and properly calibrated equipment.
- Certifications and accreditations are specific to the tests being performed.
- A materials testing results log is maintained for any test method performed more than once on a project.
- Test results for materials incorporated into the work are to be in compliance with the contract specifications.
- Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction/change order.
- Justification will be provided for any failing material allowed to remain in-place.

Acceptance Sampling and Testing Locations / Frequencies

- Sample and testing locations and frequencies are to be in accordance with the contract specifications.
- If not specified in the contract documents, sampling and testing locations / frequencies are shown in Attachment 1: Acceptance Sampling and Testing Frequencies.
- When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials, sampling is varied with respect to the time of the day, in so far as possible, in order to *avoid a predictable sampling routine.*

Acceptance Test Methods

- The test methods used are as specified in the contract documents. If not specified, testing is done with the California Tests (CT) Method.
- For a material specified to comply with a property , testing is performed utilizing the noted test method(s) in Attachment 1: Sampling and Testing Frequency Table.

Acceptance Materials Testing Laboratory

Acceptance testing will be performed by:

☒ Accredited Consultant Materials Laboratory

The City of South Lake Tahoe certifies that the following is true:

- The materials laboratory is under the responsible management of a California Registered Engineer with experience in sampling, inspection, and testing of construction materials.
- The Engineer will certify the results of all tests performed by laboratory personnel under the Engineer's supervision.
- The Materials Laboratory is properly accredited.
- The Materials Laboratory testing personnel are appropriately certified.
- Testing equipment is properly calibrated.
- Materials Laboratories will comply with Section III. Independent Assurance Program (IAP) of this document.

Reporting Acceptance Test Results

- The laboratory reports test results to the Resident Engineer (RE) as soon as possible by email or telephone.
- Copies of the complete material test result reports, including data and calculation sheets, are provided to the RE in accordance with the following timetable:

If the material is sampled …	and the test performed is …	submit results to the RE within …
at the material plant	Sieve Analysis or Sand Equivalent (SE) or Cleanness Value (CV)	24 hours
at the jobsite	Compaction and/or maximum density	24 hours
	Sieve Analysis or Sand Equivalent (SE) or Cleanness Value (CV)	72 hours
	R value or Asphalt extraction	96 hours

Acceptance Testing Summary Logs

The RE maintains a testing summary log for each test method performed on the project utilizing Attachment 2: Test Result Summary Log.

The logs are used by the RE to track that:

- Sampling is performed at the required frequencies.
- Acceptance tests are performed at the required frequencies.
- Tester certifications are current and on file.
- All failing tests have been mitigated and documented.

Manufacturer's Certificate of Compliance

- Various manufactured materials may be accepted for incorporation into the work without sampling or testing, based on the following:
    - Visual examination of material is performed
    - Supplier has furnished similar material with a history of having met specifications
    - Manufacturer certification that materials comply with contract specifications
    - The products, materials, or assemblies do not involve structural integrity or safety to the public

- Where required by the contract specifications, the contractor must submit a certificate of compliance and comply with Buy America certification requirements as applicable.
- Where required by the contract, the contractor must attach test data or other documents to the certificate of compliance.
- The RE may perform sampling and testing on such materials at any time.
- Certificates of compliance must:
    - Be submitted by the Contractor before the material is incorporated into the work;
    - Accompany the material to the job site.
    - Identify the lot (or heat) number for each lot delivered;
    - Include the contract number;
    - Include test data and other documents when required.
    - State that the material complies with the contract specifications; and
    - Be signed by the producer of the material.

List of Materials Accepted by Certificate of Compliance

- The City of South Lake Tahoe uses the 2023 Caltrans Standard Specifications and applicable standard specifications from the 2009 City of South Lake Tahoe Public Improvements and Engineering Standards.

- In accordance with 2023 Caltrans Standard Specifications and applicable standard specifications from the 2009 City of South Lake Tahoe Public Improvements and Engineering Standards the materials listed in Attachment 3 may be accepted by Certificate of Compliance
- This list may be amended by the contract Special Provisions or Technical Provisions

Source Inspection and Testing

- Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (a.k.a. source inspected).
- Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include: structural steel, precast pre-stressed concrete girders and pilings; RCP greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, electrical items.
- The RE may reject source inspected material at the job site if deemed not acceptable, including:
  - Material damage in shipment or installation;
  - Defective material (source inspection is usually a random sampling and may not have checked 100% of the material.)
- The following materials laboratories will be used to perform source inspection and testing.

  ☒ Accredited Consultant Materials Laboratory

Visual Inspection

- Relatively minor quantities of construction materials may be accepted without testing.
- The following 3 conditions must be met:
  1. Visual examination of the material is performed.
  2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
  3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

Approximate Quantities that May be Accepted by Visual Inspection

- Aggregates other than for use in Portland Cement Concrete, not to exceed:
  - 100 tons per day, nor
  - 500 tons per project
- Bituminous mixtures (example: HMA), not to exceed
  - 50 tons per day

- If project total is less than 500 tons., sample at engineer's discretion

- Bituminous material (example: Liquid Asphalt), not to exceed:
  - 100 gallons per project

III. Independent Assurance Program (IAP)

- The IAP verifies that:
  - Sampling and testing procedures are being performed correctly
  - All acceptance testing performed on the project uses an accredited laboratory and certified testing personnel.
  - All testing equipment is in good condition and properly calibrated
- The IAP duties, including certification of testers and laboratory accreditation, are executed by:
  - ☒ Consultant
- Independent assurance samples and tests are not to be used for determining compliance with contract requirements.
- Testing with only ASTM/AASHTO material testing will require the LPA hire a separate laboratory to perform independent assurance (see LAPM 16.11.2: Independent Assurance (IA) Program).

Laboratory Accreditation

- The acceptance testing materials laboratory must participate and comply with one or more of the following Correlation Testing Programs
  - AASHTO resource (formerly AMRL)
  - Cement and Concrete Reference Laboratory (CCRL)
  - Caltrans Reference Samples Program (RSP)
- The Acceptance Testing Laboratory Accreditation occurs annually or per issuance agency.
- A current copy of the laboratory's accreditation certificate is kept in the project records.

Tester Certification

- Sampling and testing personal are certified for a maximum of 5 years by one or more of the following Personnel Certification Programs:
  - ☒ Other nationally recognized organization: American Association of State Highway and Transportation Officials (AASHTO)
- LPA's designated and qualified independent assurance person (independent assurance person may not perform acceptance testing)

- Proficiency tests are performed for testers to be certified on Sieve Analysis, Sand Equivalent, and Cleanness Value tests; all other types are witness tests.
- A copy of each tester's current and applicable certifications is kept in the project files.

Equipment Calibration

Laboratory testing equipment will be:

- Capable of performing the tests required.
- Be in good working order.
- Be calibrated at least *once each year,* and *more frequently* if required by test method or manufacturer's recommendation.
- Be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology.
- Have a *decal* firmly affixed to each piece of equipment showing:
    - Equipment Identification Number
    - Calibration Date
    - Calibration Expiration/Due
    - Calibrator Name/Company Name

IV. Project QAP Records

Project records will have on file pertinent quality assurance documents which may include, but not limited to (see LAPM 16.3.1: Organization of Project Records for more details):

- Copy of Quality Assurance Plan
- Certificates of Proficiency
- Certificate of Accreditation for Testing Laboratory
- Notice of Materials to be Used
- Acceptance Testing Summary Logs and Test Results
- Certificates of Compliance (Buy America certification requirements as applicable; see LAPM)
- Source inspection records and reports

All project records will be available in a single location for inspection by auditors and reviewers:

- At any time during the project
- For three years following the date of the final project voucher

V. Attachments

Attachment No. 1: Acceptance Sampling and Testing Frequencies

Attachment No. 2: Test Results Summary Log

Attachment No. 3: List of Materials Accepted by Certificate of Compliance

Attachment No. 4: CEM-3101 “Notice of Materials to be Used”

Attachment No. 5: Final Materials Certification

Attachment No. 6: Caltrans Test Method – ASTM Test Method Conversion Chart

Attachment No. 1

Acceptance Sampling and Testing Frequencies

Exhibit 16-R Sampling and Testing Frequency Table

for projects ON-SHS and OFF-SHS

City of South Lake Tahoe

Sampling and Testing Frequency Table

for projects ON and OFF the SHS.

HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT202 ASTM C136 AASHTO T27	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT217 ASTM D2419 AASHTO T176		
Asphalt Binder Content	CT382 AASHTO T 308 Method A		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b) CT 375 or ASTM D2950 (C)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309 AASHTO T 209 Method A	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370 AASHTO T329		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

(a) Exact tonnage of sample location to be determined by Random Sampling Plans
(b) Compaction determined by Neclear Density Device. Core testing required if compaction fails the neclear test
(c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
(d) Report the average of 3 tested briquettes from a single split source
(e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density
(f) No testing required unless warranted by concern ; sample and store until completion of project

SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231 ASTM D2922 AASHTO T238	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202 ASTM C136 AASHTO T27	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301 ASTM D2844 AASHTO T190		
Sand Equivalent	CT 217 ASTM D2419 AASHTO T176		
Maximum Density and Relative Compaction	CT 216/CT 231 ASTM D2922 AASHTO T238	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

STRUCTURE BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202 ASTM C136 AASHTO T27	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301 ASTM D2844 AASHTO T190		
Sand Equivalent	CT 217 ASTM D2419 AASHTO T176		
Maximum Density and Relative Compaction	CT 216/CT 231 ASTM D2922 AASHTO T238	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

COARSE AGGREGATE

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202 ASTM C136 AASHTO T27	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleanness Value	CT 227		

FINE AGGREGATE

		Minimum Sampling and Testing Frequency	Location/Time of Sampling
Quality Characteristic	**Test Method**	**Minimum Sampling and Testing Frequency**	**Location/Time of Sampling**
Sieve Analysis	CT 202 ASTM C136 AASHTO T27	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217 ASTM D2419 AASHTO T176		

WET MIX

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533 ASTM C143 ASTM C360	2 per day	Sample from truck/work site
Cylinders	CT 539/540 ASTM C39 AASHTO T22	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	

Attachment No. 2

Test Results Summary Log

Acceptance Testing Results Summary Log

Test Method Name: _____ **Test Method Number: _____**

Project Name: _____

Contract Number: _____

Test Number	Date Sampled	Name of Sampler or Tester		Production		Test Results			Remarks
		Tester Certification on file?	✔	Location (Stations, depths, etc)	Production Quantity Represented	Required Result	Actual Result	Pass/Fail	Include action taken for any failing test result; note test number of any retest.
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
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19									
20									
21									
22									
23									
24									
25									

Attachment No. 3

List of Materials Accepted by Certificate of Compliance

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2024 Standard Specifications	Material	Additional Info and/or Attachments Required*
6-1.04 BUY AMERICA		
6-1.04B	Crumb rubber	COC
6-1.04C	Steel and iron materials	COC + cert. mill test reports
6-1.07B	Telecommunications and Video Surveillance Equipment	COC
11-2 WELDING QUALITY CONTROL		
11-2.03D	Welding	COC
11-3 WELDING FOR OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES		
11-3.303	Welding	COC
12-3 TEMPORARY TRAFFIC CONTROL DEVICES		
12-3.03A(3)	Plastic Traffic Drums	COC
12-3.20A(3)	Temporary Barrier System	COC
12-3.23A(3)	Impact Attenuator	COC
12-3.32A(3)	Portable CMS	COC
12-3.33A(2)	Portable Signal System	COC
13-2 WATER POLLUTION CONTROL PROGRAM		
13-9 TEMPORARY CONCRETE WASHOUTS		
13-9.01C	Fabric bags for gravel-filled bags	COC
	Plastic liner	COC
13-10 TEMPORARY LINEAR SEDIMENT BARRIERS		
13-10.01C	Fiber rolls	COC
	Silt fence fabrics	COC
	Sediment filter bags	COC
	Foam barriers	COC
	Fabric for gravel-filled bags	COC
	Compost Socks	COC
16-2.03 TEMPORARY HIGH-VISIBILITY FENCES		
16-2.03A(3)	High-visibility fabric	COC
18 DUST PALLIATIVES		
18-1.01C	Dust suppressant	COC
	Dust control binders	COC
	Fibers	COC
20 LANDSCAPE		
20-2 IRRIGATION		

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2024 Standard Specifications	Material	Additional Info and/or Attachments Required*
20-2.08A(3)	Polyethylene pipe	COC
	Plastic pipe supply line	COC
20-3 PLANTING		
20-3.01A(3)(c)	Sod	COC
	Soil amendment	COC
	Plant tubes	COC
20-5 LANDSCAPE ELEMENTS		
20-5.03A(1)(c)	Filter fabric	COC + product data
20-5.03D(1)(c)	Solidifying emulsion	COC + product data & samples
20-5.04A(3)	Wood mulch	COC + sample & authorization
21-2 EROSION CONTROL WORK		
21-2.01C(1)	Straw	COC
	Weed-free straw	COC + cert. of quarantine
	Fiber	COC
	RECP	COC
	Fasteners	COC
	Hydraulically applied erosion control materials	Submit records
21-2.01C(2)	Compost	Submit reports
21-2.01C(3)	Seed	Submit reports
21-2.01C(4)	Tackifier	COC + SDS + Reports
	Bonded fiber matrix	COC + SDS + Reports
21-2.01C(5)	Fiber Reinforced Matrix	COC + Manufacturer information
24 STABILIZED SOILS		
24-1.01C(1)	Stabilizing agent	COC + sample
24-3 CEMENT STABILIZED SOIL		
24-3.01C	Cement	COC + sample
30-4 FULL DEPTH RECYCLING - CEMENT		
30-4.01C(2)	Cement	COC
30-5 PARTIAL DEPTH RECYCLING		
30-5.01C(3)	Recycling agent	COC + SDS + test results
	Cement	COC + SDS
	Other Additives	COC + SDS

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2024Standard Specifications	Material	Additional Info and/or Attachments Required*
36-2 BASE BOND BREAKER		
36-2.01C	Base bond breaker	COC
37 SEAL COATS		
37-1.01C	Asphalt binder	COC + test results
	Asphalt emulsion	COC + test results
37-2 CHIP SEALS		
37-2.04A(3)	Asphalt rubber binder ingredients	COC + test results+ Submittals
37-3 SLURRY SEALS AND MICRO-SURFACINGS		
37-3.01A(3)	Asphaltic emulsion	COC + samples & test results
	Polymer modified asphaltic emulsion	COC + samples & test results
	Micro-surfacing emulsion	COC + sample & test results
37-5 PARKING AREA SEALS		
37-5.01C	Parking area seal material	COC + sample & test results
37-6 CRACK TREATMENTS		
37-6.01C	Crack treatment materials	COC or sample & test results
39-2 HOT MIX ASPHALT		
39-2.01A(3)(f)	Liquid antistrip	COC + sample & production data
39-2.03A(3)(c)	Crumb rubber modifier	COC + test results
	Asphalt modifier	COC + test results
39-2.03B(3)(c)	Crumb rubber modifier	COC + test results
39-2.05A(1)(c)	Asphaltic emulsion	COC + test results+sample
40 CONCRETE PAVEMENT		
40-1.01C(2)	Tie bars	COC
	Splice couplers for threaded bars	COC
	Dowel bars	COC
	Tie bar baskets	COC
	Dowel bar baskets	COC
	Joint filler	COC
	Epoxy-powder coating	COC
41 EXISTING CONCRETE PAVEMENT		
41-1.01C	Fast-setting concrete	COC + SDS & instructions
	Polyester resin binder	COC + SDS & instructions
	Bonding agent	COC + SDS & instructions

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2024 Standard Specifications	Material	Additional Info and/or Attachments Required*
41-5 JOINT SEALS		
41-5.01C	Liquid joint sealant	COC + SDS & instructions
	Backer rods	COC + SDS & instructions
	Compression joint seal	COC + SDS & instructions
	Lubricant adhesives	COC + SDS & instructions
41-10 DRILL AND BOND BARS		
41-10.01C	Tie bars	COC
	Dowel bars	COC
	Dowel bar lubricant	COC
	Chemical adhesive	COC
	Epoxy powder coating	COC
47-6 ALTERNATIVE EARTH RETAINING SYSTEMS		
47-6.01C(3)	Alternative earth retaining system	COC
48-2 FALSEWORK		
48-2.01C(1)	Structural composite lumber	COC + submittals
	Timber	COC + submittals
48-4 TEMPORARY DECKING		
48-4.01C	Temporary decking materials	COC
49-2 DRIVEN PILING		
49-2.02A(3)(d)	Steel pipe piles	COC + tests & mill reports
49-2.03A(3)	Structural shape steel piling	COC + test reports
51 CONCRETE STRUCTURES		
51-1.01C(3)	Bonding materials	COC or sample & authorization
51-1.01C(5)	Chemical adhesive	COC + SDS + Instructions
51-2 JOINTS		
51-2.01A(3)	Acetal copolymer material for snowplow deflectors	COC
51-2.02B(1)(c)	Joint seals, backer rods, and primer	COC + SDS + Instructions
51-2.02C(1)(c)	Elastomeric joint seal	COC + test reports
	Lubricant-adhesive	COC + test reports
51-2.02D(1)(c)	Joint seal materials	COC + authorization
51-2.02E(1)(c)(iii)	Joint seal assembly materials	COC
51-2.02F(1)(c)(iv)	Material used in the joint seals	COC + test reports
51-2.04A(3)	Waterstop material	COC + a statement

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2024 Standard Specifications	Material	Additional Info and/or Attachments Required*
51-3 BEARINGS		
51-3.02A(3)(c)(ii)	Plain elastomeric bearing pads	COC + test reports
51-3.02A(3)(c)(iii)	Steel-reinforced elastomeric bearing pads	COC + test reports
51-3.03A(3)(a)	Materials used in PTFE bearings	COC + test reports + statement
51-4 PRECAST CONCRETE MEMBERS		
51-4.01C(1)	Concrete box culvert	COC
52 REINFORCEMENT		
52-1.01C(3)	Reinforcement (rebar)	COC + mill test report
52-2 EPOXY-COATED REINFORCEMENT		
52-2.02A(3)(c)	Epoxy-coated reinforcement	COC + submittals
	Patching material	COC + a statement
52-2.023A(3)(c)	Epoxy-coated reinforcement	COC + submittals
	Patching material	COC + a statement
52-5.01C(2)(b)	Headed bar reinforcement	COC + test samples
52-5.01C(4)	Headed bar reinforcement	COC + test reports
52-6 SPLICING		
52-6.01C(3)(b)	Service and butt splice samples	COC + samples
52-6.01C(5)	Service or butt splice material	COC + submittals
54 WATERPROOFING		
54-3 PREFORMED MEMBRANE WATERPROOFING		
54-3.01C	Preformed membrane sheet	COC + report
54-5 DECK SEAL		
54-5.01C	Preformed membrane sheet	COC + report
55 STEEL STRUCTURES		
55-1.01c(1)	Steel materials used	COC + Test reports
57-2 WOOD STRUCTURES		
57-2.01A(3)	Timber and lumber	COC + report
	Glued laminated timbers/decking	COC
57-3 PLASTIC LUMBER STRUCTURES		
57-3.01C(1)	Plastic lumber	COC + test report & sample
58-2 MASONRY BLOCK		
58-2.01C(7)	CMUs	COC
	Aggregate for grout	COC
	Grout	COC

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2024 Standard Specifications	Material	Additional Info and/or Attachments Required*
59 STRUCTURAL STEEL COATINGS		
59-1.01C	Blast cleaning material	COC + SDS
59-5 THERMAL SPRAY COAT STRUCTURAL STEEL		
59-5.01C(1)	Wire feedstock	COC
60-3.04B POLYESTER CONCRETE OVERLAYS		
60-3.04B(1)(c)	Methacrylate resins	COC + samples & test report
	Polyester resins	COC + samples & test report
	Aggregates	COC + samples & test report
60-3.05B(1)(c)	Filler material and bonding agents	COC + samples
61-2 CULVERT AND DRAINAGE PIPE JOINTS		
61-2.01C	Joint systems	COC + test results & reports
	Couplers	COC + test results & reports
62 STORMWATER TREATMENT		
62-1.01C	Source material	COC
62-3.01C	Source material	COC
64 PLASTIC PIPE		
64-1.01C	Plastic pipe	COC + report
65-2 REINFORCED CONCRETE PIPE		
65-2.01C	RCP, direct design method	COC + report
66 CORRUGATED METAL PIPE		
66-1.01C	Corrugated steel materials	COC
	Corrugated aluminum materials	COC
67-3 METAL LINE PLATE PIPE		
67-2.01C	Structural metal plate pipe, arches, and pipe arches	COC + Instructions
67-3.01C	Metal liner plate pipe	COC + mill test reports
68 SUBSURFACE DRAINS		
68-1.01C	Subsurface drain	COC
68-2 UNDERDRAINS		
68-2.01C	Pipe	COC
	Tubing	COC
	Fittings	COC
68-7 GEOCOMPOSITE DRAIN SYSTEMS		
68-7.01C	Geocomposite drain	COC + flow capability graph
68-8.01C(1)	Prefabricated vertical drain	COC+ Test samples

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2024 Standard Specifications	Material	Additional Info and/or Attachments Required*
69 OVERSIDE DRAINS		
69-1.01C	Steel	COC
	Aluminum	COC
	Plastic	COC
70-6 GRATED LINE DRAINS		
70-6.01C	Grated line drains	COC + Report
71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS		
71-3.09A(1)(c)	Each reel of PVC strip	COC + Report
72-16 GABIONS		
72-16.01C	Gabion basket	COC
	PVC coating	COC
74 PUMPING EQUIPMENT AND CONTROLS		
74-2.01C(3)	Impeller balancing and drainage pump tests	COC + Report
75-3 MISCELLANEOUS BRIDGE METAL		
75-3.01C(1)	Anchorage devices	COC
75-3.01C(2) BRIDGE DECK DRAINAGE SYSTEM		
75-3.01C(2)	Fiberglass pipe and fittings	COC + Test results
80-3 CHAIN LINK FENCES		
80-3.01C	Protective coating system	COC
	Posts and braces	COC + Report
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES		
81-2 DELINEATORS		
81-2.01C	Metal target plates	COC
	Enamel coating	COC
81-3 PAVEMENT MARKERS		
81-3.01C	Pavement markers	COC
82 SIGNS AND MARKERS		
82-2 SIGN PANELS		
82-2.01C	Aluminum sheeting	COC
	Retroreflective sheeting	COC
	Color imaging methods and film	COC
	Protective overlay film	COC

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2024 Standard Specifications	Material	Additional Info and/or Attachments Required*
82-5 MARKERS		
82-5.01C	Metal target plates	COC
	Enamel coating	COC
	Retroreflective sheeting	COC
83-2 METAL RAILINGS AND BARRIERS		
83-2.08A(3)	Tubular railing components	COC + Shop drawings
83-3 CONCRETE BARRIERS		
83-3.01C	Type 60K portable concrete barrier	COC or test reports
84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS		
84-2.01C	Stripe material	COC + SDS + Instructions
	Primer	COC + SDS + Instructions
	Glass beads	COC + SDS + Instructions
	Thermoplastic	COC + SDS + test results
DIVISION X ELECTRICAL WORK		
86-1.01C(6)	Signal heads	COC + test data
86-1.01C(8)	Visors	COC + test data
87-2 LIGHTING SYSTEMS		
87-2.01C	High mast lighting luminaires	COC + test data
90 CONCRETE		
90-1.01C(3)	Cementitious materials	COC
	Blended cement	COC + SCM weight
90-1.01C(4)	Admixture	COC + authorization
90-1.01C(5)	Curing compound	COC + test samples
90-1.01C(12)	Cast-In-Place structural concrete material	COC
90-1.01C(13)	Polymer Fibers	COC + Instructions
90-2 MINOR CONCRETE		
90-2.01C	Minor concrete	COC + weighmaster cert
90-3 RAPID STRENGTH CONCRETE		
90-3.01C(3)	Aggregate	COC + weighmaster cert
	Cementitious materials	COC + weighmaster cert
	Admixtures	COC + weighmaster cert
90-4 PRECAST CONCRETE		
90-4.01C(2) and 90-4.01D(2)(a)	Cementitious materials	COC + app. signature
	Precast members (each)	COC + app. signature
	Curing compound	COC + test samples

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2024 Standard Specifications	Material	Additional Info and/or Attachments Required*
94 ASPHALTIC EMULSIONS		
94-1.01C	Asphaltic emulsion	COC + reports
95 EPOXY		
95-1.01C	Epoxy	COC
96 GEOSYNTHETICS		
95-1.01C(1)	Geosynthetic	COC + test samples

* For those materials requiring additional information on or with the COC, see specification.

Attachment No. 4

CEM-3101 “Notice of Materials to be Used”

EXHIBIT 16-I NOTICE OF MATERIALS TO BE USED

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

NOTICE OF MATERIALS TO BE USED

CEM-3101 (REV 09/2015)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Resident Engineer: _____ Date: _____

Materials required for use under contract number (1):

District: _____ County: _____ Route: _____ Post Miles: _____

will be obtained from the following sources:

Contract Bid Item Number (2)	Item Code (3)	Contract Item Description (4)	Item Component (5)	Manufacturer/Provider Name and Address (6)	Manufacturer/Provider Email Address (6)

It is requested that the contractor arrange for sampling, testing, and inspection of materials prior to delivery in accordance with Section 6 of the Standard Specifications. It is understood that source inspection does not relieve the prime contractor of the full responsibility for incorporating into the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude the subsequent rejection of materials found to be unsuitable.

Contractor		
Address		
Business Phone	Business Fax	E-Mail Address

Distribution: 1. Lab Manager 2. Project File

NOTICE OF MATERIALS TO BE USED
INSTRUCTIONS TO CONTRACTOR

Section 6 of the Standard Specifications states that, "Before the preconstruction conference, submit material source information on a "Notice of Materials to Be Used form".

In order to avoid delay in approval of materials, the Department of Transportation must receive, in a timely manner, Form CEM-3101, "Notice of Materials to Be Used." When filing this form, please comply with the following instructions:

1. The Contract Number and job limits should be the same as they appear on the special provisions.

2. The column headed "Contract Bid Item Number" refers to the sequential item number of the contract.

3. The column headed "Item Code" refers to the number for which the material is to be used. It is a six-digit number.

4. The column headed "Contract Item Description" refers to an item description of the material as described in the special provisions.

5. The column headed "Item Component" refers to the specific description of material to be used, not necessarily the name of the contract item.

For example:

Contract Bid Item Number	Item Code		Contract Item Description	Item Component
01	520101		Bar reinforcing steel	Coupler (service splice)

6. The column headed "Manufacturer/Provider" refers to the manufacturer/fabricator of the item. List the name, address and e-mail address of the Manufacturer/Fabricator. Also, list the name and address of the location here inspection will occur, if different from the Manufacturer/Fabricator.

7. Form CEM-3101, "Notice of Materials to Be Used," must be submitted to the resident engineer (RE). The RE will email Form CEM-3101 to the materials administrator to, MaterialsAdministratorMETS@dot.ca.gov or fax to (916) 227-7084, Attn: Materials Administrator or postal mail to: Material Engineering & Testing Services, 5900 Folsom Blvd., Sacramento, CA 95819, MS-5.

If the sources of materials are not known at the beginning of a contract, submit a Form CEM-3101, "Notice of Materials to Be Used," for a given bid item as soon as a provider is known. Multiple submittals may be necessary. Resubmit a Form CEM-3101, "Notice of Materials to be Used," for all changes or revisions.

When placing orders for materials that require inspection prior to shipment, be sure to indicate on your request form that state inspection is required before shipment.

Attachment No. 5

Final Materials Certification

Exhibit 17-G: Materials Certificate

MATERIALS CERTIFICATE

CITY/COUNTY LETTERHEAD
(Sample)

Date: _____
Federal-Aid Project Number: _____
Caltrans File Category 61: N/A - Caltrans Use
Job Stamp: N/A - Caltrans Use

Subject: Materials Certification

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.

- ☐ Exceptions to the plans and specifications are explained on the back of this memorandum (or on attached sheet).
- ☐ No exceptions to the plans and specifications were found.

_____
Signature of local agency engineer in responsible charge of project and title

Distribution:	(*For all projects*)	1) Local agency Project Files (original)
		2) DLAE (1 copy in Report of Expenditures)
	(*For projects on the NHS*)	3) FHWA (1 copy)

Attachment No. 6

Caltrans Test Method – ASTM Test Method Conversion Chart

CALTRANS TEST METHOD - ASTM TEST METHOD CONVERSION CHART
Testing Procedures - for local agency use only

Use this CTM - ASTM conversion chart to assist you in determining acceptance test requirements and frequencies, as detailed in Caltrans *Construction Manual* Chapter 6, "Sampling and Testing." Refer to the Agency, special provisions, contract plans, and applicable standard specifications, for correct sampling and test methods (ASTM-CTM).

CTM	ASTM	Book of Standar	TEST PROCEDURE	NOTES
105			Calculations Pertaining to Gradings and Specific Gravities	*2*
125			Sampling Highway Materials (when approved)	
	D75	4.02	Standard Practice for Sampling Aggregates	*3*
	D979	4.03	Practice for Sampling Bituminous Paving Mixtures	*3*
201			Soil & Aggregate Sample Preparation	
	C702	4.02	Reducing Field Samples of Aggregate to Testing Size	*13*
202			Sieve Analysis of Fine and Coarse Aggregate	
	C136	4.02	Sieve Analysis of Fine and Coarse Aggregate	
	C117	4.03	Material Finer Than 75-um (#200) Sieve in Mineral Aggregates by Washing	
205			Percentage of Crushed Particles	*1*
206			Specific Gravity and Absorption of Coarse Aggregate	
	C127	4.02	Specific Gravity and Absorption of Coarse Aggregate	
207			Specific Gravity and Absorption, Fine Aggregate	
	C128	4.02	Specific Gravity and Absorption, Fine Aggregate	
208			Apparent Specific Gravity of Fine Aggregate	*1*
211			Abrasion of Coarse Aggregate by Use of the Los Angeles Rattler Machine	
	C131	4.02	Resistance to Degradation , Small-Size Coarse Agg. by Abrasion & Impact, L.A. Machine	
213			Organic Impurities in Concrete Sand	
	C40	4.02	Organic Impurities in Fine Aggregate for Concrete	
214			Soundness of Aggregates by Use of Sodium Sulfate	*1*
	C88	4.02	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	
216			Relative Compaction of Untreated and Treated, Soils & Aggregates	
	D1556	4.08	Density of Soil In-place by the Sand Cone Method	
	D1557	4.08	Moisture-Density Relations of Soils & Soil-Agg. Mixtures, 10-lb. Rammer, 18-in	*11*
217			Sand Equivalent (only authorized method per Caltrans 07, District Materials	*1,9*
223			Surface Moisture in Concrete Aggregate	*1*
226			Moisture Content in Soils by Oven Drying	
	C566	4.02	Total Moisture Content of Aggregate by Drying	
227			Evaluating Cleanness of Coarse Aggregate	*1*
229			Durability Index	*1*
	D3744	4.03	Aggregate Durability Index	
231			Relative Compaction of Soils by the Area Concept Utilizing Nuclear Gages	*4*
	D2922	4.08	Density of Soil & Soil-Aggregate In-place by the Nuclear Method	*4*

CTM - ASTM Testing Procedures - for local agency use only

Use this CTM - ASTM conversion chart to assist you in determining acceptance test requirements and frequencies, as detailed in Caltrans *Construction Manual* Chapter 6, "Sampling and Testing." Refer to the Agency, special provisions, contract plans, and applicable standard specifications, for correct sampling and test methods (ASTM-CTM).

CTM	ASTM	Book of Standards	TEST PROCEDURE	NOTES
301	D2844	4.08	R-Value of Treated & Untreated, Bases, Subbases & Basement Soils R-Value and Expansion Pressure of Compacted Soils	*1*
302	D1664	4.03	Film Stripping Coating and Stripping of Bitumen-Aggregate Mixtures	
303			Centrifuge Kerosene Equivalent	*1*
304	D1561	4.03	Preparation of Bituminous Mixtures for Testing Prep. of Bituminous Mixture Test Specimens by Means of Calif. Kneading Compactor	*1*
305			Swell of Bituminous Mixtures	*1*
307			Moisture Vapor Susceptibility of Bituminous Mixtures	*1*
308	D1188	4.03	Bulk Specific Gravity and Weight Per Cubic Foot of Bituminous Mixtures Bulk Sp.G. and Density of Compacted Bituminous Mixtures, Paraffin-Coated Specimens	
310	D2172	4.03	Asphalt and Moisture Contents of Bituminous Mixtures by Hot Solvent Extraction of Bitumen from Bituminous Paving Mixtures (Method A, B, or C)	*5* *6,10*
312			Design and Testing of Class "A" and "B" Cement Treated Base	*1*
338			Cement or Lime Content in Treated Aggregate by the Titration Method	*1*
339	D2995	4.03	Determination of Distributor Spread Rate Determining Application Rate of Bituminous Distributors	
362	D2172	4.03	Asphalt Content of Bituminous Mixtures by Vacuum Extraction Quantitative Extraction of Bitumen from Bituminous Paving Mixtures	*5* *6*
366			Stabilometer Value	*1*
367			Recommending Optimum Bitumen Content (OBC.)	*1*
370	D4643	4.08	Determining Moisture Content of Asphalt Mixtures or Mineral Agg., Microwave Ovens Determination of Water (Moisture) Content of Soil by the Microwave Oven	
375	D2950	4.03	In-place Density & Relative Compaction of AC Pavement (nuclear) Density of Bituminous Concrete In-place by the Nuclear Method	*5,7,12* *6,7*
379	D4125	4.03	Asphalt Content of Bituminous Mixtures by use of the Troxler Nuclear Gage Asphalt Content of Bituminous Mixtures by the Nuclear Method	*5,8* *6,8*
405			Chemical Analysis of Water	*1*
415			Chloride Content in Organic Additives for Portland Cement Concrete	*1*

CTM - ASTM Testing Procedures - for local agency use only

Use this CTM - ASTM conversion chart to assist you in determining acceptance test requirements and frequencies, as detailed in Caltrans *Construction Manual* Chapter 6, "Sampling and Testing." Refer to the Agency, special provisions, contract plans, and applicable standard specifications, for correct sampling and test methods (ASTM-CTM).

CTM	ASTM	Book of Standard	TEST PROCEDURE	NOTES
504	C231	4.02	Air Content of Freshly Mixed Concrete by the Pressure Method Air Content of Freshly Mixed Concrete by the Pressure Method	
515			Relative Mortar Strength of Portland Cement Concrete Sand	*1*
518	C138	4.02	Unit Weight of Fresh Concrete Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	
521	C39	4.02	Compressive Strength of Molded Concrete Cylinders Compressive Strength of Cylindrical Concrete Specimens	
523	C293 C78	4.02 4.02	Flexural Strength of Concrete (using simple beam with center-point loading) Flexural Strength of Concrete (using simple beam with center-point loading) Flexural Strength of Concrete (using simple beam with third-point loading)	*1*
528			Freeze Thaw Resistance of Aggregates in Air-Entrained Concrete	*1*
529			Proportions of Coarse Aggregate in Fresh Concrete	*1*
530			Determining the Effect of H_2O-Reducing and Set-Retard. Admix. Drying Shrinkage PCC	*1*
533	C360 C143	4.03 4.02	Ball Penetration in Fresh Portland Cement Concrete Ball Penetration in Fresh Portland Cement Concrete Slump of Freshly Mixed PCC	
539	C172	4.02	Sampling Fresh Concrete Sampling Freshly Mixed Concrete	
540	C31	4.02	Making, Handling, & Storing Concrete Compressive. Test Specimens in the Field Making & Curing Concrete Test Specimens in the Field	
541			Flow of Grout Mixtures (flow cone method)	*1*
543	C173	4.02	Air Content of Freshly Mixed Concrete by the Volumetric Method Air Content of Freshly Mixed Concrete by the Volumetric Method	
548			Evaluation of Aggregate for Lean Concrete Base (LCB.)	*1*

Notes

1. **Use the CALTRANS Method.**
2. **Use the methods of calculation within the applicable test method first. Refer to CTM 105 as necessary.**
3. **Use the Caltrans Construction Manual procedures as necessary when ASTM D75 or D979 do not adequately cover the item to be sampled.**
4. **Use the direct transmission method only, the air gap method shall not be used. All nuclear gages must have local Caltrans District calibration within the last year. The data sheets provided by the local Caltrans District shall be used when determining the in-place density.**
5. **Sample from the job site, across the mat, immediately behind the paving machine (Caltrans Construction Manual).**
6. **Sample per ASTM D 979 paragraph 4.2.3., sample from the job site, across the mat, immediately behind the paving machine.**
7. **All nuclear gages used for this test must be calibrated on the six (6) DNTM&R AC Standard Blocks. The Data sheets provided by the local Caltrans District shall be used when determining the in-place density.**
8. **Recommended Percent (%) AC method for Rubberized Bituminous Paving mixtures.**
9. **The hand method of shaking is not authorized and shall not be used. An electro-mechanical or hand- operated mechanical. Sand Equivalent shaker must be utilized for this test.**
10. **This Method covers hot solvent, centrifuge, and vacuum extraction.**
11. **Compaction Apparatus shall be calibrated in accordance with ASTM D 2168, Method B (ASTM Book 4.08).**
12. **Test Maximum Density (TMD) shall be performed by Caltrans Test Method 375, Section F. Test Max. Density.**
13. **Splitters must be of the fixed riffle type (no adjustable splitters).**

EXHIBIT D

ACKNOWLEDGEMENT OF MONUMENT RESPONSIBILITY

CITY OF
SOUTH LAKE TAHOE

Public Works Department

Acknowledgement of Monument Responsibility
"Pre-Construction"

Monument Preservation prior to permitted construction activity

I, _____, a duly Licensed Land Surveyor or Licensed Civil Engineer
(Please print)
legally authorized to practice Land Surveying, License No. _____, hereby acknowledge and accept all responsibility for the monument preservation as required per Section 8771(a-f) of the Business and Professions Code within the bounds of the construction activity authorized by the City Contract No. _____.

Construction Site Address (Project Name):_____.

I further acknowledge that I am hereby responsible for the Acknowledgement of Monument Preservation prior to final acceptance of the construction activity authorized by the City Contract No. _____.

_____ Seal
Signature – Land Surveyor Responsible for
Monument Preservation

_____
Date

<u>Requirements Needed Prior to Construction Commencing:</u>

☐ Exhibit of agreed definition of Monument Preservation Zone.

☐ Acknowledging Surveyor agrees to provide County Surveyor draft Pre-Construction Corner Record(s) or Record of Survey within a specified time limit depending on the number of monuments involved.

CITY OF
SOUTH LAKE TAHOE

Public Works Department

Acknowledgement of Monument Preservation
"Post-Construction"

Monument Preservation prior to final acceptance of permitted construction activity

I, _____, a duly Licensed Land Surveyor or Licensed Civil Engineer
(Please print)
legally authorized to practice Land Surveying, License No. _____, hereby acknowledge and accept all responsibility for the monument preservation as required per Section 8771(a-f) of the Business and Professions Code within the bounds of the construction zone authorized by the City Contract No. _____.

Construction Site Address (Project Name):_____.
I hereby state that all monuments within the bounds of the construction activity authorized by City Contract No. _____ are in the original location or have been reset in accordance with Section 8771(a-f) of the Business and Professions Code.

_____ Seal
Signature – Land Surveyor Responsible for
Monument Preservation

_____
Date

Requirements Needed Prior to Issuing Notice of Completion:

☐ Exhibit confirming original agreed definition of Monument Preservation Zone.

☐ Draft copy of Corner Record(s) or Record of Survey.

EXHIBIT E

SWPPP

STORMWATER POLLUTION PREVENTION PLAN

for

Bijou Park Connector Trail

Legally Responsible Person (LRP):

City of South Lake Tahoe Public Works
1740 D Street, South Lake Tahoe, CA 96150
Anush Nejad, PE
(530) 542-6031

Approved Signatory:

Prepared for:

Anush Nejad, PE
City of South Lake Tahoe
1740 D Street, South Lake Tahoe, CA 96150

Project Address:

1201 & 1301 Al Tahoe Blvd, South Lake Tahoe, California

SWPPP Prepared by:

Eastern Sierra Engineering
PO Box 1819, Zephyr Cove, NV 89448
Jennifer G. Roman, PE, QSD

SWPPP Preparation Date

5/1/2025

Estimated Project Dates:

Start of Construction	**7/1/2025**	Completion of Construction	**10/30/2025**

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Qualified SWPPP Developer

Approval and Certification of the Stormwater Pollution Prevention Plan

Project Name:	*Bijou Park Connector Trail*
Project Number/ID:	*21240*

"This Stormwater Pollution Prevention Plan and Attachments were prepared under my direction to meet the requirements of the California Construction General Permit (SWRCB Orders No. 2009-009-DWQ as amended by Order 2010-0014-DWQ and Order 2012-0006-DWQ). I certify that I am a Qualified SWPPP Developer in good standing as of the date signed below."

	5/1/2025
QSD Signature	*Date*
Jennifer G. Roman, PE, QSD	710
QSD Name	*QSD Certificate Number*
Principal Engineer, Eastern Sierra Engineering	(775) 291-6337
Title and Affiliation	*Telephone Number*
Jroman@esengr.com	
Email	

Legally Responsible Person

Approval and Certification of the Stormwater Pollution Prevention Plan

Project Name:	Bijou Park Connector Trail
Project Number/ID	21240

"I certify under penalty of law that this document and all Attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

City of South Lake Tahoe Public Works

Legally Responsible Person [if organization]

Signature of Legally Responsible Person or Approved Signatory	Date
Anush Nejad, PE	(530) 542-6031
Name of Legally Responsible Person or Approved Signatory	Telephone Number

Amendment Log

Project Name: Bijou Park Connector Trail

Project Number/ID 21240

Amendment No.	Date	Brief Description of Amendment, include section and page number	Prepared and Approved By
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#
			Name: QSD#

Section 1 SWPPP Requirements

1.1 INTRODUCTION

The Bijou Park Connector Trail project comprises approximately 1.3 AC and is located 1201 & 1301 Al Tahoe Blvd in South Lake Tahoe, California. The property is owned by City of South Lake Tahoe and is being developed by City of South Lake Tahoe Public Works. The project's location is shown in the Improvement Plans in Appendix B.

This Stormwater Pollution Prevention Plan (SWPPP) is designed to comply with California's General Permit for Stormwater Discharges Associated with Construction Activity in the Lake Tahoe Hydrologic Unit, Counties of Alpine, El Dorado, and Placer (General Permit) Order No. R6T-2016-0010 (NPDES No. CAG616002) issued by the California Regional Water Quality Control Board, Lahontan Region (Lahontan). This SWPPP has been prepared following the SWPPP Template provided on the California Stormwater Quality Association Stormwater *Best Management Practice Handbook Portal: Construction* (CASQA, 2012). In accordance with the General Permit, Section IX, this SWPPP is designed to address the following:

1. Identify pollutant sources including sediment sources that may affect the quality of storm water discharges associated with construction activity.
2. Identify non-storm water discharges.
3. Identify, construct, implement, and maintain BMPs to reduce or eliminate pollutants in storm water discharges and authorized non-storm water discharges from the construction site.
4. Identify all effluent discharge outfall locations, sampling and analysis strategy and protocols, and a sampling schedule for discharges from the identified outfalls for the project area.

Calculations and design details as well as BMP controls are included in Appendix A.

Rain Event Action Plans (REAPs) will be prepared as discussed in Section 4.2.

1.2 PERMIT REGISTRATION DOCUMENTS

Required Permit Registration Documents (PRDs) shall be submitted to the State Water Resources Control Board (State Water Board) via the Stormwater Multi Application and Report Tracking System (SMARTS) by the Legally Responsible Person (LRP), or authorized personnel (i.e., Approved Signatory) under the direction of the LRP. The project-specific PRDs include:

1. Notice of Intent (NOI);
2. Site Map;
3. Annual Fee;
4. Signed Certification Statement (LRP Certification is provided electronically with SMARTS PRD submittal); and
5. SWPPP.

Site Maps can be found in Appendix B. A copy of the submitted PRDs shall also be kept in Appendix C along with the Waste Discharge Identification (WDID) confirmation.

1.3 SWPPP AVAILABILITY AND IMPLEMENTATION

The discharger shall make the SWPPP and any amendments available at the construction site during working hours (see Section 7.5 of CSMP for working hours) while construction is occurring and shall be made available upon request by a representative of the Lahontan Regional Water Board or any local storm water management agency which receives the storm water discharge. When the original SWPPP is retained by a crewmember in a construction vehicle and is not currently at the construction site, current copies of the BMPs and map/drawing will be left with the field crew and the original SWPPP shall be made available via a request by radio/telephone. Upon request by members of the public, Dischargers shall make available for review a copy of the SWPPP directly to the requestor

The SWPPP shall be implemented concurrently with the start of ground disturbing activities.

1.4 SWPPP AMENDMENTS

The SWPPP should be revised when:

- If there is a General Permit violation.
- When there is a reduction or increase in total disturbed acreage.
- BMPs do not meet the objectives of reducing or eliminating pollutants in stormwater discharges.

Additionally, the SWPPP shall be amended when:

- There is a change in construction or operations which may affect the discharge of pollutants to surface waters, groundwater(s), or a municipal separate storm sewer system (MS4);
- When there is a change in the project duration that changes the project's risk level; or
- When deemed necessary by the QSD. The QSD has determined that the changes listed in Table 1.1 can be field determined by the QSP. All other changes shall be made by the QSD as formal amendments to the SWPPP.

The following items shall be included in each amendment:

- Who requested the amendment;
- The location of proposed change;
- The reason for change;
- The original BMP proposed, if any; and
- The new BMP proposed.

Amendment shall be logged at the front of the SWPPP and certification kept in Appendix D. The SWPPP text shall be revised replaced, and/or hand annotated as necessary to properly convey the amendment. SWPPP amendments must be made by a QSD. The following changes

have been designated by the QSD as "to be field determined" and constitute minor changes that the QSP may implement based on field conditions.

Table 1.1 List of Changes to be Field Determined

Candidate changes for field location or determination by QSP[1]	Check changes that can be field located or field determined by QSP
Increase quantity of an Erosion or Sediment Control Measure	
Relocate/Add stockpiles or stored materials	
Relocate or add toilets	
Relocate vehicle storage and/or fueling locations	
Relocate areas for waste storage	
Relocate water storage and/or water transfer location	
Changes to access points (entrance/exits)	
Change type of Erosion or Sediment Control Measure	
Changes to location of erosion or sediment control	
Minor changes to schedule or phases	
Changes in construction materials	
(1) Any field changes not identified for field location or field determination by QSP must be approved by QSD	

1.5 RETENTION OF RECORDS

Paper or electronic records of documents required by this SWPPP shall be retained for a minimum of three years from the date generated or date submitted, whichever is later, for the following items:

- SWPPP
- Inspection Reports
- Amendments
- Annual Reports

These records shall be available at the Site until construction is complete. Records assisting in the determination of compliance with the General Permit shall be made available within a reasonable time, to the Regional Water Board, State Water Board or U.S. Environmental Protection Agency (EPA) upon request. Requests by the Regional Water Board for retention of records for a period longer than three years shall be adhered to.

1.6 REQUIRED NON-COMPLIANCE REPORTING

If a General Permit discharge violation occurs the QSP shall immediately notify the LRP. The LRP shall include information on the violation with the Annual Report. Corrective measures will be implemented immediately following identification of the discharge or written notice of non-compliance from the Regional Water Board. Discharges and corrective actions must be documented and include the following items:

- The date, time, location, nature of operation and type of unauthorized discharge.
- The cause or nature of the notice or order.
- The control measures (BMPs) deployed before the discharge event, or prior to receiving notice or order.
- The date of deployment and type of control measures (BMPs) deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent re-occurrence.

Reporting requirements for Numeric Action Levels (NALs) exceedances are discussed in Section 7.7.2.7.

1.7 ANNUAL REPORT

The General Permit requires that permittees prepare, certify, and electronically submit an Annual Report no later than November 30th of each year for the period of October 16th of the prior year through October 15th. Reporting requirements are identified in Section V of the General Permit. Annual reports will be filed in SMARTS and in accordance with information required by the on-line forms.

1.8 CHANGES TO PERMIT COVERAGE

The General Permit allows for the reduction or increase of the total acreage covered under the General Permit when: a portion of the project is complete and/or conditions for termination of coverage have been met; when ownership of a portion of the project is purchased by a different entity; or when new acreage is added to the project.

Modified PRDs shall be filed electronically within 30 days of a reduction or increase in total disturbed area if a change in permit covered acreage is to be sought. The SWPPP shall be modified appropriately, shall be logged at the front of the SWPPP and cetrification of SWPPP amendments are to be kept in Appendix D. Updated PRDs submitted electronically via SMARTS can be found in Appendix E.

Section 2 Project Information

2.1 PROJECT AND SITE DESCRIPTION

1.9 NOTICE OF TERMINATION

A Notice of Termination (NOT) must be submitted electronically by the LRP via SMARTS to terminate coverage under the General Permit. The NOT must include a final Site Map and representative photographs of the project site that demonstrate final stabilization has been

achieved. The NOT shall be submitted within 90 days of completion of construction. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D have been met.

2.1.1 Site Description

The Bijou Park Connector Trail project site comprises approximately 1.3 AC and is located at 1201 & 1301 Al Tahoe Blvd, in South Lake Tahoe, California. The project site is located on Al Tahoe Boulevard just east of the intersection of Johnson Boulevard and Al Tahoe Boulevard, approximately 0.4 miles east of Highway 50 in South Lake Tahoe. The project is located at 38°55'45.05"N, 119°58'7.44W" and is identified in the Improvement Plans in Appendix B.

2.1.2 Existing Conditions

As of the initial date of this SWPPP, the project site is the existing Bijou Community Park, owned and managed by the City of South Lake Tahoe. There are no known historic sources of contamination at the site.

2.1.3 Existing Drainage

The project site topography ranges from relatively level to rolling. The elevation of the project site ranges from 6,270 feet to 6,285 feet above mean sea level (msl). Surface drainage at the site currently flows to the west on the northern portion of the site towards Trout Creek, and to the east on the southern portion of the site, towards Bijou Creek. Neither creek flows through the project site. Stormwater is conveyed through surface runoff. Stormwater discharges from the site, are not considered direct discharges, as defined by the State Water Board into either Trout or Bijou Creeks. Existing site topography, drainage patterns, and stormwater conveyance systems are shown on the Improvement Plans for Bijou Park Connector Trail.

The project discharges to Lake Tahoe that is listed for water quality impairment on the most recent 303(d)-list for:

- Nitrogen
- Phosphorous
- Sedimentation/Siltation

2.1.4 Geology and Groundwater

The site is underlain by loamy coarse sand per the NRCS Soil Survey. Groundwater occurs beneath the site more than 80 inches below ground surface. The groundwater gradient is toward the west on the northern portion of the site and toward the east on the southern portion of the site.

2.1.5 Project Description

Project grading will occur on approximately 1.3 acres of the project, which comprises approximately 100 percent of the total area disturbed by construction. The limits of grading are based on the daylight for the trail cut and fill slopes, culvert and drainage improvements, and ramps as shown in the Improvement Plans for the Bijou Park Connector Trail. The total graded material is estimated to be 770 cubic yards. Approximately 800 cubic yards of fill material, primarily aggregate base for asphalt concrete pavement and concrete curb and ramp sections, will be imported during grading activities. Excess native soil materials that cannot be reused as trail fill, approximately 370 cubic yards will be hauled away and disposed of at a TRPA-

approved location or outside of the Tahoe basin. Soil will be stockpiled at the staging area shown on the Site Map in Appendix B. Construction activities will not be phased.

2.1.6 Developed Condition

Existing drainage paths are shown on in the Improvement Plans in Appendix B. The proposed drainage patterns will match the existing drainage patterns and will continue to be conveyed to Trout and Bijou Creeks. The project includes the installation of a sediment trap on the discharge from an existing drop inlet, and installation of a culvert where the proposed trail crosses an existing drainage. For the below table, the construction site area is calculated as the area disturbed by construction activities. The majority of the construction activities will occur in previously-disturbed areas; staging is proposed on existing paved surface as shown in the Site Map in Appendix B.

Table 2.1 Construction Site Estimates

Construction site area	1.3	acres
Percent impervious before construction	25	%
Runoff coefficient before construction	0.4	
Percent impervious after construction	30	%
Runoff coefficient after construction	0.6	

2.2 PERMITS AND GOVERNING DOCUMENTS

In addition to the General Permit, the following documents have been taken into account while preparing this SWPPP

- Regional Water Board requirements
- Basin Plan requirements
- Contract Documents
- Air Quality Regulations and Permits
- Federal Endangered Species Act
- National Historic Preservation Act/Requirements of the State Historic Preservation Office
- State of California Endangered Species Act
- Clean Water Act Section 401 Water Quality Certifications and 404 Permits
- CA Department of Fish and Game 1600 Streambed Alteration Agreement

2.3 STORMWATER RUN-ON FROM OFFSITE AREAS

Run-on to the site is generated by 35 acres of park and ballfield development in the Bijou Creek watershed and minimally developed 8 acres of Trout Creek watershed. Run-on via sheet flow will be prevented from entering the project area; however, the installation of the sediment trap and culvert crossing could occur when channelized run-on flow is conveyed.

The stormwater runoff drainage area contributing to offsite run-on is estimated to be approximately 44 acres. The anticipated runoff coefficients range from 0.4 to 0.6. The anticipated off-site run-on to the project site is estimated to be 29 cfs for the compliance storm; calculations are included in Appendix A.

The General Permit requires that temporary BMPs be implemented to direct offsite run-on away from disturbed areas through the use of runoff controls. The following BMPs will be implemented: fiber rolls. These BMPs will be located upstream of the work and staging areas to divert upstream sheet flow around the work and staging areas. The off-site drainage areas and associated stormwater conveyance facilities or BMPs are shown on in the Improvement Plans in Appendix B.

2.4 FINDINGS OF THE CONSTRUCTION SITE SEDIMENT AND RECEIVING WATER RISK DETERMINATION

There is no risk level in the Tahoe Construction General Permit (CGP). All projects are considered the same risk.

All surface flows generated within the project site that discharge to surface waters or municipal storm sewer collection systems shall not contain constituents in excess of the following concentrations:

		Effluent Limitations
Parameter	**Units**	**Maximum Daily Effluent Limitations for Discharge to Surface Waters**
Total Nitrogen (as N)	mg/L	0.5
Total Phosphorus (as P)	mg/L	0.1
Total Iron	mg/L	0.5
Turbidity	NTU	20*
Grease and Oil	mg/L	2

Note* - For ATS: 10 NTU for daily flow-weighted average and 20 NTU for any single sample.

If constituent concentrations of waters entering the project area exceed the numerical limitations specified above, there shall be no increase in the constituent concentrations in the waters that are discharged from the project area.

All surface flows generated within the project area, or as a result of the development of the project that are discharged to surface waters or municipal storm water collection systems shall not contain the following:

- Substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, or animal life; and,

- Coliform organisms attributable to human wastes.

2.5 CONSTRUCTION SCHEDULE

The proposed construction schedule limits earthwork-related activities between May 1 to October 15, 2025 unless a grading exception is obtained. Modification or extension of the schedule (start and end dates) may affect risk determination and permit requirements. The LRP shall contact the QSD if the schedule changes during construction to address potential impact to the SWPPP.

2.6 POTENTIAL CONSTRUCTION ACTIVITY AND POLLUTANT SOURCES

Appendix G includes a list of construction activities and associated materials that are anticipated to be used onsite. These activities and associated materials will or could potentially contribute pollutants, other than sediment, to stormwater runoff.

The anticipated activities and associated pollutants were used in Section 3 to select the Best Management Practices for the project. Location of anticipated pollutants and associated BMPs are shown on the Site Map in Appendix B.

For sampling requirements for non-visible pollutants associated with construction activity please refer to Section 7.7.1. For a full and complete list of onsite pollutants, refer to the Material Safety Data Sheets (MSDS), which are retained onsite at the construction trailer.

2.7 IDENTIFICATION OF NON-STORMWATER DISCHARGES

Non-stormwater discharges consist of discharges which do not originate from precipitation events. The General Permit provides allowances for specified non-stormwater discharges that do not cause erosion or carry other pollutants.

Non-stormwater discharges into storm drainage systems or waterways, which are not authorized under the General Permit and listed in the SWPPP, or authorized under a separate NPDES permit, are prohibited.

No non-stormwater discharges that are authorized from this project site.

Activities at this site that may result in unauthorized non-stormwater discharges include:

- Sawcutting
- Demolition
- Vehicle & Equipment Fueling & Maintenance

Steps will be taken, including the implementation of appropriate BMPs, to ensure that unauthorized discharges are eliminated, controlled, disposed, or treated on-site. Discharges of construction materials and wastes, such as fuel or paint, resulting from dumping, spills, or direct contact with rainwater or stormwater runoff, are also prohibited.

The following discharge(s) have been authorized by (a) regional NPDES permit(s):

- None

2.8 REQUIRED SITE MAP INFORMATION

The construction project's Site Map(s) showing the project location, surface water boundaries, geographic features, construction site perimeter and general topography and other requirements identified in Attachment B of the General Permit is located in Appendix B. Table 2.5 identifies Map or Sheet Nos. where required elements are illustrated.

Table 2.5 Required Map Information

Included on Map/Plan Sheet No. (1)	Required Element
Improvement Plans	The project's surrounding area (vicinity)
Improvement Plans	Site layout
Improvement Plans	Construction site boundaries
Site Map	Drainage areas
Improvement Plans	Discharge locations
Site Map	Sampling locations
Improvement Plans	Areas of soil disturbance (temporary or permanent)
Improvement Plans	Active areas of soil disturbance (cut or fill)
Improvement Plans	Locations of runoff BMPs
Improvement Plans	Locations of erosion control BMPs
Improvement Plans	Locations of sediment control BMPs
Not Applicable	ATS location (if applicable)
Not Applicable	Locations of sensitive habitats, watercourses, or other features which are not to be disturbed
Improvement Plans	Locations of all post construction BMPs
Site Map	Waste storage areas
Site Map	Vehicle storage areas
Site Map	Material storage areas
Site Map	Entrance and Exits
Site Map	Fueling Locations

Notes: (1) Indicate maps or drawings that information is included on (e.g., Vicinity Map, Site Map, Drainage Plans, Grading Plans, Progress Maps, etc.)

* All areas disturbed by construction will be stabilized, revegetated and mulched in accordance with the TRPA permit issued for the project. The approved construction storage and staging areas will be stabilized and mulched with no revegetation in accordance with the TRPA permit.

Section 3 Best Management Practices

3.1 SCHEDULE FOR BMP IMPLEMENTATION

BMPs for the staging areas will be installed prior to the use of each individual staging area. BMPs for the work areas will be installed as work begins in each area and will be maintained until work in each area is complete and the area is stabilized.

Table 3.1 BMP Implementation Schedule

	BMP	Implementation	Duration
Erosion Control	EC-1, Scheduling	Prior to Construction	Entirety of Project
	EC-2, Preservation of Existing Vegetation	Start of Construction	Entirety of Project
Sediment Control	Fiber Rolls	Start of Construction in Work Area	Until Work Area is stabilized
Tracking Control	Street Sweeping	Start of Excavation	Entirety of Project
Wind Erosion	Wind Erosion Control	Start of Excavation	Entirety of Project

3.2 EROSION AND SEDIMENT CONTROL

Erosion and sediment controls are required by the General Permit to provide effective reduction or elimination of sediment related pollutants in stormwater discharges and authorized non-stormwater discharges from the Site. Applicable BMPs are identified in this section for erosion control, sediment control, tracking control, and wind erosion control.

3.2.1 Erosion Control

Erosion control, also referred to as soil stabilization, consists of source control measures that are designed to prevent soil particles from detaching and becoming transported in stormwater runoff. Erosion control BMPs protect the soil surface by covering and/or binding soil particles.

This construction project will implement the following practices to provide effective temporary and final erosion control during construction:

1. Preserve existing vegetation where required and when feasible.
2. The area of soil disturbing operations shall be controlled such that the Contractor is able to implement erosion control BMPs quickly and effectively.
3. Stabilize non-active areas within 14 days of cessation of construction activities or sooner if stipulated by local requirements.
4. Control erosion in concentrated flow paths by applying erosion control blankets, check dams, erosion control seeding or alternate methods.
5. Prior to the completion of construction, apply permanent erosion control to remaining disturbed soil areas.

Sufficient erosion control materials shall be maintained onsite to allow implementation in conformance with this SWPPP.

The following temporary erosion control BMP selection table indicates the BMPs that shall be implemented to control erosion on the construction site. Fact Sheets for temporary erosion control BMPs are provided in Appendix H.

Table 3.2 Temporary Erosion Control BMPs

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement[1]	BMP Used		If not used, state reason
			YES	NO	
EC-1	Scheduling	✓	X		
EC-2	Preservation of Existing Vegetation	✓	X		
EC-3	Hydraulic Mulch	✓[2]		X	Not Applicable
EC-4	Hydroseed	✓[2]		X	Not Applicable
EC-5	Soil Binders	✓[2]		X	Not Applicable
EC-6	Straw Mulch	✓[2]		X	Not Applicable
EC-7	Geotextiles and Mats	✓[2]		X	Not Applicable
EC-8	Wood Mulching	✓[2]		X	Not Applicable
EC-9	Earth Dike and Drainage Swales	✓[3]		X	Not Applicable
EC-10	Velocity Dissipation Devices			X	Not Applicable
EC-11	Slope Drains			X	Not Applicable
EC-12	Stream Bank Stabilization			X	Not Applicable
EC-14	Compost Blankets	✓[2]		X	Not Applicable
EC-15	Soil Preparation-Roughening			X	Not Applicable
EC-16	Non-Vegetated Stabilization	✓[2]		X	Not Applicable
WE-1	Wind Erosion Control	✓	X		
Alternate BMPs Used:					**If used, state reason:**
None					

[1] Applicability to a specific project shall be determined by the QSD.
[2] The QSD shall ensure implementation of one of the minimum measures listed or a combination thereof to achieve and maintain the Risk Level requirements.
[3] Run-on from offsite shall be directed away from all disturbed areas, diversion of offsite flows may require design/analysis by a licensed civil engineer and/or additional environmental permitting

These temporary erosion control BMPs shall be implemented in conformance with the following guidelines and as outlined in the BMP Factsheets provided in Appendix H. If there is a conflict between documents, the Improvement Plans will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Improvement Plans prevail over standard details included in the Fact Sheets. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Scheduling

The project will sequence construction activities with the installation of erosion controls and stabilization of disturbed areas prior to predicted storm events. Grading activities will be restricted to the period of May 1 through October 15.

Preservation of Existing Vegetation

Trees will be protected by tree protection fencing located at the dripline. Only areas to be disturbed or where work is planned shall be disturbed during construction. Equipment will be restricted from going past perimeter and vegetation fencing during the project. No disturbance of vegetation outside the planned area of work will be allowed.

Wind Erosion Control

Water will be applied to disturbed soil areas and stockpiles as necessary to control dust and wind erosion.

3.2.2 Sediment Controls

Sediment controls are temporary or permanent structural measures that are intended to complement the selected erosion control measures and reduce sediment discharges from active construction areas. Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water.

The following sediment control BMP selection table indicates the BMPs that shall be implemented to control sediment on the construction site. Fact Sheets for temporary sediment control BMPs are provided in Appendix H.

Table 3.3 Temporary Sediment Control BMPs

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement[1]	BMP used		If not used, state reason
			YES	NO	
SE-1	Silt Fence	✓[2] [3]		X	Not Applicable
SE-2	Sediment Basin			X	Not Applicable
SE-3	Sediment Trap			X	Not Applicable
SE-4	Check Dams			X	Not Applicable
SE-5	Fiber Rolls	✓[2][3]	X		
SE-6	Gravel Bag Berm	✓[3]		X	Not Applicable
SE-7	Street Sweeping	✓	X		
SE-8	Sandbag Barrier			X	Not Applicable
SE-9	Straw Bale Barrier			X	Not Applicable
SE-10	Storm Drain Inlet Protection	✓ RL2&3		X	Not Applicable
SE-11	ATS			X	Not Applicable
SE-12	Manufactured Linear Sediment Controls			X	Not Applicable
SE-13	Compost Sock and Berm	✓[3]		X	Not Applicable
SE-14	Biofilter Bags	✓[3]		X	Not Applicable
TC-1	Stabilized Construction Entrance and Exit	✓	X		
TC-2	Stabilized Construction Roadway			X	Not Applicable
TC-3	Entrance Outlet Tire Wash			X	Not Applicable
Alternate BMPs Used:					**If used, state reason:**

[1] Applicability to a specific project shall be determined by the QSD
[2] The QSD shall ensure implementation of one of the minimum measures listed or a combination thereof to achieve and maintain the Risk Level requirements
[3]Risk Level 2 &3 shall provide linear sediment control along toe of slope, face of slope, and at the grade breaks of exposed slope

These temporary sediment control BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Fiber Rolls

Fiber rolls will be installed at the perimeter of the construction site and staging areas to treat sheet runoff leaving the construction site, as well as to define the limits of the site to prevent disturbance outside the work limits. Fiber rolls will be secured using stakes or gravel bags to ensure 100% contact with soil surface.

Street Sweeping

Street sweeping will be conducted on a regular basis to prevent buildup of sediment or other pollutants on paved surfaces in the project area. Street sweeping will be used for tracking and on all earthwork operations.

Stabilized Construction Entrance and Exit

Numerous construction staging and storage areas have been approved for use for the project. Tracking will be managed using temporary construction entrance BMP and sweeping.

3.3 NON-STORMWATER CONTROLS AND WASTE AND MATERIALS MANAGEMENT

3.3.1 Non-Stormwater Controls

Non-stormwater discharges into storm drainage systems or waterways, which are not authorized under the General Permit, are prohibited. Non-stormwater discharges for which a separate NPDES permit is required by the local Regional Water Board are prohibited unless coverage under the separate NPDES permit has been obtained for the discharge. The selection of non-stormwater BMPs is based on the list of construction activities with a potential for non-stormwater discharges identified in Section 2.7 of this SWPPP.

The following non-stormwater control BMP selection table indicates the BMPs that shall be implemented to control sediment on the construction site. Fact Sheets for temporary non-stormwater control BMPs are provided in Appendix H. A Spill Response Plan is included in Appendix O.

Table 3.4 Temporary Non-Stormwater BMPs

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement[1]	BMP used		If not used, state reason
			YES	NO	
NS-1	Water Conservation Practices	✓	X		
NS-2	Dewatering Operation		X		
NS-3	Paving and Grinding Operation		X		
NS-4	Temporary Stream Crossing			X	Not Applicable
NS-5	Clear Water Diversion			X	Not Applicable
NS-6	Illicit Connection/Discharge	✓	X		
NS-7	Potable Water/Irrigation		X		
NS-8	Vehicle and Equipment Cleaning	✓	X		
NS-9	Vehicle and Equipment Fueling	✓	X		
NS-10	Vehicle and Equipment Maintenance	✓	X		
NS-11	Pile Driving Operation			X	Not Applicable
NS-12	Concrete Curing		X		
NS-13	Concrete Finishing			X	Not Applicable
NS-14	Material and Equipment Use Over Water			X	Not Applicable
NS-15	Demolition Removal Adjacent to Water			X	Not Applicable
NS-16	Temporary Batch Plants			X	
Alternate BMPs Used:			**If used, state reason:**		

[1] Applicability to a specific project shall be determined by the QSD

Non-stormwater BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Water Conservation Practices

Water trucks and other water related equipment, rollers, and sweepers will be checked for leaks to minimize water waste. Equipment with leaks will be repaired, or removed from the job.

Dewatering Operation

Groundwater depths are anticipated to be more than 80 inches below ground surface. Excavations for the trail grading are expected to be a maximum of 30 inches. Minimal dewatering, less than 100 gallons, is expected for the installation of the sediment trap. Non-storm water encountered during excavation will be filtered and pumped into a water truck and used for dust control on the project site. If the amount of collected water exceeds the amount needed for dust control, the water will be discharged through a temporary sprinkler irrigation system to an upland vegetated area in a manner that does not cause erosion. The discharge of dewatering effluent either for dust control or via sprinkler irrigation will be monitored visually by the QSP throughout effluent application. The QSP will direct the contractor as necessary to reduce application rates to prevent effluent from entering surface water drainages, including ephemeral drainages, and any stormwater conveyance infrastructure, including curb and gutter.

Paving and Grinding Operation

Plastic sheeting will be placed underneath the paver and any emulsion trucks or pots during overnight storage to catch drips or leaks. Residue from grinding, AC cutting, or removal operations will be picked up by mechanical or manual means and disposed of properly. Drainage facilities adjacent to paving or AC cutting operations will be protected to prevent pollutants from entering facilities. Following paving operations and AC sawcutting operations, all paving debris will be removed and swept and drainage facilities will be inspected for paving materials and AC residue. Prior to any forecasted rain event, the asphalt paving machine will be parked on plastic sheeting and the plastic sheeting will cover the asphalt hopper and augers. The plastic sheeting and covers will be removed when damaged and disposed of properly at a waste disposal facility.

Illicit Connection/Discharge

The contractor will implement this BMP throughout the duration of the project.

Potable Water/Irrigation

The contractor will implement this BMP for disposal of water used for pressure testing of the proposed water lines. Chlorinated water used for disinfection will be discharged to the sanitary sewer system with approval from the appropriate agencies, or disposed of at an approved off-site factility.

Vehicle and Equipment Cleaning

Vehicles and equipment will be brought on the job clean and will be removed for subsequent cleaning.

Vehicle and Equipment Fueling

All level paved surfaces located more than 50 feet from downstream drainage facilities within the project limits are potential fueling areas. Drip pans and absorbent pads will be used to prevent spills and drips during mobile fueling. Absorbent spill clean-up materials and spill kits will be available on all mobile fueling trucks. All leaking equipment will be repaired, or removed from the project.

Vehicle and Equipment Maintenance

Most vehicle and equipment maintenance will be performed offsite, with only minor maintenance, such as adding fluids, oil, or lubricants occurring at the project site. All such maintenance will be performed on level surfaces more than 50 feet from downstream drainage systems. Drip pans and plastic sheeting will be used for on-site maintenance, and absorbent spill cleanup materials and spill kits will be available.

Concrete Curing

When curing compounds are used, overspray will be avoided, and no compound will be allowed to run off from the application area.

3.3.2 Materials Management and Waste Management

Materials management control practices consist of implementing procedural and structural BMPs for handling, storing and using construction materials to prevent the release of those materials into stormwater discharges. The amount and type of construction materials to be utilized at the Site will depend upon the type of construction and the length of the construction period. The materials may be used continuously, such as fuel for vehicles and equipment, or the materials may be used for a discrete period, such as soil binders for temporary stabilization.

Waste management consist of implementing procedural and structural BMPs for handling, storing and ensuring proper disposal of wastes to prevent the release of those wastes into stormwater discharges.

Materials and waste management pollution control BMPs shall be implemented to minimize stormwater contact with construction materials, wastes and service areas; and to prevent materials and wastes from being discharged off-site. The primary mechanisms for stormwater contact that shall be addressed include:

- Direct contact with precipitation
- Contact with stormwater run-on and runoff
- Wind dispersion of loose materials
- Direct discharge to the storm drain system through spills or dumping
- Extended contact with some materials and wastes, such as asphalt cold mix and treated wood products, which can leach pollutants into stormwater.

A list of construction activities is provided in Section 2.6. The following Materials and Waste Management BMP selection table indicates the BMPs that shall be implemented to handle materials and control construction site wastes associated with these construction activities. Fact Sheets for Materials and Waste Management BMPs are provided in Appendix H.

Table 3.5 Temporary Materials Management BMPs

CASQA Fact Sheet	BMP Name	Meets a Minimum Requirement[1]	BMP used		If not used, state reason
			YES	NO	
WM-01	Material Delivery and Storage	✓	X		
WM-02	Material Use	✓	X		
WM-03	Stockpile Management	✓	X		
WM-04	Spill Prevention and Control	✓	X		
WM-05	Solid Waste Management	✓	X		
WM-06	Hazardous Waste Management	✓		X	Not applicable
WM-07	Contaminated Soil Management			X	Not applicable
WM-08	Concrete Waste Management	✓	X		
WM-09	Sanitary-Septic Waste Management	✓	X		
WM-10	Liquid Waste Management			X	Not applicable
Alternate BMPs Used:				**If used, state reason:**	

[1] Applicability to a specific project shall be determined by the QSD.

Material management BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix H. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the SWPPP or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the SWPPP prevails over guidance in the BMP Fact Sheets.

Material Delivery and Storage

Staging areas approved by TRPA in the project permit are shown on Map 2 of Appendix B, in the Water Pollution Control Plans, and in the project improvement plans. Materials that expected to be staged include BMP materials, pipe and appurtenances, traffic control devices, aggregate base, soil, and mulch. Equipment that will be staged includes excavators, backhoes, water trucks, trucks, paving equipment, and sweepers. Perimeter controls will be installed around staging areas, and the area will be delineated to protect existing vegetation.

Material Use

An ample supply of clean-up material will be kept near use areas. Secondary containment will be used for gas cans, oil, hydraulic fluids, concrete curing compounds, batteries, etc. when material are not being used. Spills will be contained and cleaned immediately. Sampling, monitoring, and reporting will be conducted where significant spills have occurred.

Stockpile Management

Stockpiles will be located a minimum of 50 feet from concentrated flows of storm water, drainage courses, and culvert inlets. Stockpiles will be contained and covered when not actively used. Stockpiles will be inspected daily by the contractor, weekly by the WPCM; and before, during, and after any storm events. Stockpiles will be sprayed with water for dust control, and all stockpiles will be removed or winterized prior to October 15th. In the event that cold mix is stored on site it will be stored on an impervious surface and covered with plastic sheeting.

Spill Prevention and Control

Spill prevention and control will be implemented to contain and clean up spills and prevent material discharges. All hazardous waste spills of 10 gallons or more will be reported to the El Dorado County Department of Environmental Health at (530) 621-5300.

Solid Waste Management

Solid wastes will be loaded directly into trucks and/or water tight containers that are covered at the end of the day. Construction litter and debris from the project will be removed weekly and disposed of at a properly licensed facility.

Concrete Waste Management

All concrete waste will be collected and properly disposed of. The waste will be collected by sweeping, shoveling, and /or other mechanical means. Portable temporary concrete washouts will be located a minimum of 50 feet from concentrated flows of storm water, drainage courses and downstream inlets. Washouts will be covered and protected from rain 24 hours prior to forecasted rain events (30% chance or greater). Concrete washouts will be inspected daily by the contractor, weekly by the WPCM, and before, during, and after any rain events.

Sanitary-Septic Waste Management

A licensed service will deliver and maintain portable restrooms to the project area. The restrooms will be located a minimum of 50' away from concentrated flows of storm water, drainage courses and downstream inlets. Portable restrooms will be inspected daily by the contractor, weekly by the WPCM, and before, during, and after any storm events.

3.4 POST CONSTRUCTION STORMWATER MANAGEMENT MEASURES

Post construction BMPs are permanent measures installed during construction, designed to reduce or eliminate pollutant discharges from the site after construction is completed.

This site is located in an area subject to a Phase I or Phase II Municipal Separate Storm Sewer System (MS4) permit approved Stormwater Management Plan. ☒ Yes ☐ No

Permanent BMPs addressing the creation of impervious surface are incorporated into the project and are shown in the Improvement plans. Maintenance of the existing and proposed BMPs on the site is conducted by the City of South Lake Tahoe.

Section 4 BMP Inspection, and Maintenance, and Rain Event Action Plans

4.1 BMP INSPECTION AND MAINTENANCE

The General Permit requires routine daily inspections of BMPs during active construction, along with inspections before, during, and after qualifying rain events. A BMP inspection checklist must be filled out for inspections and maintained on-site with the SWPPP. The inspection checklist includes the necessary information covered in Section 7.6. A blank inspection checklist can be found in Appendix I. Completed checklists shall be kept in CSMP Attachment 2 "Monitoring Records.

BMPs shall be maintained regularly to ensure proper and effective functionality. If necessary, corrective actions shall be implemented within 72 hours of identified deficiencies and associated amendments to the SWPPP shall be prepared by the QSD.

Specific details for maintenance, inspection, and repair of Construction Site BMPs can be found in the BMP Factsheets in Appendix H.

4.2 RAIN EVENT ACTION PLANS

From the dates of May 1 through October 15 of each year, and during periods in which construction activity is conducted under a variance to the BMP requirements of this General Permit (section VIII.A.16.), QSP shall develop a REAP no later than the calendar day (24 hours) prior to any anticipated precipitation event. An anticipated precipitation event is any weather pattern that is forecast to have a 30 percent or greater chance of producing 0.1 inch of precipitation as rainfall in the project area. During periods when thunderstorm activity is anticipated, the Discharger shall monitor weather conditions during the course of the day, and prepare and implement a REAP if the chance of thunderstorms becomes 30 percent or greater, or when visual observations indicate imminent precipitation. The QSP shall obtain, for each day of construction operations, a printed copy of precipitation forecast information from the National Weather Service (NWS) Forecast Office and keep the copy with the SWPPP monitoring records. Dischargers may access the daily forecasts by entering the city or zip code of the project's location at the following website: http://www.srh.noaa.gov/forecast. The intensity of predicted precipitation may be found at the link for the "Forecast Weather Table Interface."

The REAP shall be available onsite, and a QSP shall implement the REAP prior to the onset of an actual precipitation event. The REAP must be checked and updated daily for storms expected to last over a period of several days.

The REAP shall be developed for all phases of construction until the permit coverage is terminated by Lahontan Water Board staff. A REAP, at a minimum, shall include:

1. QSP name and contact number;
2. The date(s) rain is predicted to occur, and predicted chance of rain;
3. A description of all DSAs, material storage areas, stockpiles, vehicle and equipment storage and maintenance areas, and waste management areas to be protected.
4. For each area described above, list specific items to review and actions to perform prior to the rain event;

5. A description of the labor required or to be provided to complete the protective actions required.
6. A certification by the QSP that the REAP will be carried out as required by this General Permit; and,
7. A printout of the NWS weather forecast.

The SWPPP includes REAP templates but the QSP will need to customize them for each rain event. Site-specific REAP templates for each applicable project phase can be found in Appendix J. The QSP shall maintain a paper copy of completed REAPs in compliance with the record retention requirements Section 1.5 of this SWPPP. Completed REAPs shall be maintained in Appendix J.

Section 5 Training

Appendix L identifies the QSPs for the project. To promote stormwater management awareness specific for this project, weekly training of job-site personnel shall be included as part of routine project meetings (e.g. daily/weekly tailgate safety meetings), or task specific trainings as needed.

The QSP shall be responsible for providing this information at the meetings, and subsequently completing the training logs shown in Appendix K, which identifies the site-specific stormwater topics covered as well as the names of site personnel who attended the meeting. Tasks may be delegated to trained employees by the QSP provided adequate supervision and oversight is provided. Training shall correspond to the specific task delegated including: SWPPP implementation; BMP inspection and maintenance; and record keeping.

Documentation of training activities (formal and informal) is retained in SWPPP Appendix K.

Section 6 Responsible Parties and Operators

6.1 RESPONSIBLE PARTIES

Approved Signatories who are responsible for SWPPP implementation and have authority to sign permit-related documents are listed below. Written authorizations from the LRP for these individuals are provided in Appendix L. The Approved Signatories assigned to this project are:

Name	Title	Phone Number
None at this time		

QSP MANAGEMENT PLAN

QSPs identified for the project are identified in Appendix L. The QSP shall have primary responsibility and significant authority for the implementation, maintenance and inspection/monitoring of SWPPP requirements. The QSP will be available at all times throughout the duration of the project. Duties of the QSP include but are not limited to:

- Implementing all elements of the General Permit and SWPPP, including but not limited to:
  - Ensuring all BMPs are implemented, inspected, and properly maintained;
  - Performing daily non-stormwater and stormwater visual observations and inspections;
  - Performing non-stormwater and storm sampling and analysis, as required;
  - Performing routine inspections and observations at minimum on a daily basis;
  - Implementing non-stormwater management, and materials and waste management activities such as: monitoring discharges; general Site clean-up; vehicle and equipment cleaning, fueling and maintenance; spill control; ensuring that no materials other than stormwater are discharged in quantities which will have an adverse effect on receiving waters or storm drain systems; etc.;
  - Prepare and implement REAPs;
  - Prepare and submit water quality exceedance reports;
  - Conduct weekly water pollution control training and ensure that all employees have current training;
  - Correct any construction activities damaging water pollution control practices or causing water pollution.
- The QSP may delegate these inspections and activities to an appropriately trained employee, but shall ensure adequacy and adequate deployment.
- Ensuring elimination of unauthorized discharges.

- The QSPs shall be assigned authority by the LRP to mobilize crews in order to make immediate repairs to the control measures.
- Coordinate with the Contractor(s) to assure all of the necessary corrections/repairs are made immediately and that the project complies with the SWPPP, the General Permit and approved plans at all times.
- Notifying the general contractor's foreman by in-person or phone communication (including voice mail or text), and LRP or Authorized Signatory via e-mail immediately of off-site discharges or other non-compliance events.

6.2 CONTRACTOR LIST

Contractor

Name:

Title:

Company:

Address:

Phone Number:

Number (24/7):

Contractor information is not available at this time. Contractor information will be included by amendment after the contract is awarded, but prior to the start of construction.

Section 7 Construction Site Monitoring Program

7.1 Purpose

This Construction Site Monitoring Program was developed to address the following objectives:

1. Demonstrate that the site is in compliance with the discharge prohibitions and applicable effluent limitations.

2. Determine whether non-visible pollutants are present at the construction site and are causing or contributing to exceedances of water quality objectives.

3. Determine whether immediate corrective actions, additional BMPs, or SWPPP revisions are necessary to reduce pollutants in storm water discharges and authorized non-storm water discharges.

4. Determine whether BMPs included in the SWPPP/REAP are effective in preventing or reducing pollutants in storm water discharges and authorized non-storm water discharges.

5. Demonstrate that appropriate sample collection, handling, and analyses procedures are implemented.

7.2 Applicability of Permit Requirements

The General Permit identifies the following types of monitoring is applicable to this project:

- Visual inspections of Best Management Practices (BMPs);
- Visual monitoring of the site related to qualifying storm events;
- Visual monitoring of the site for non-stormwater discharges;
- Sampling and analysis of construction site runoff for pH and turbidity;
- Sampling and analysis of construction site runoff for other parameters if applicable;
- Sampling and analysis of non-stormwater discharges;
- Sampling and analysis of construction site runoff for non-visible pollutants when applicable; and,
- Sampling and analysis of non-stormwater discharges when applicable.

7.3. Weather and Rain Event Tracking

Visual monitoring and inspections requirements of the General Permit are triggered by a qualifying rain event. The General Permit defines a qualifying rain event as any event that produces ½ inch of precipitation. A minimum of 48 hours of dry weather will be used to distinguish between separate qualifying storm events.

Visual monitoring and inspections shall be conducted when there is a 30% chance or greater probability of 0.1 inch or more of precipitation is predicted in the project area. Sampling shall be conducted when there is a discharge off the project boundaries. A minimum of 48 hours of dry weather will be used to distinguish between separate storm events.

7.3.1 Weather Tracking

The QSP should daily consult the National Oceanographic and Atmospheric Administration (NOAA) for the weather forecasts. These forecasts can be obtained at http://www.srh.noaa.gov/. Weather reports should be printed and maintained with the SWPPP in CSMP Attachment 1 "Weather Reports".

7.3.2 Rain Gauges

The QSP shall install a rain gauge(s) on the project site. Locate the gauge in an open area away from obstructions such as trees or overhangs. Mount the gauge on a post at a height of 3 to 5 feet with the gauge extending several inches beyond the post. Make sure that the top of the gauge is level. Make sure the post is not in an area where rainwater can indirectly splash from sheds, equipment, trailers, etc.

The rain gauge(s) shall be read daily during normal site scheduled hours. The rain gauge should be read at approximately the same time every day and the date and time of each reading recorded. Log rain gauge readings in CSMP Attachment 1 "Weather Records". Follow the rain gauge instructions to obtain accurate measurements.

Once the rain gauge reading has been recorded, accumulated rain shall be emptied and the gauge reset.

For comparison with the site rain gauge, the nearest appropriate governmental rain gauge(s) is located at Lake Tahoe Airport.

7.4 Monitoring Locations

Monitoring locations are shown on the Water Pollution Control Plans in Appendix B. Monitoring locations are described in the Sections 7.6 and 7.7.

Whenever changes in the construction site might affect the appropriateness of sampling locations, the sampling locations shall be revised accordingly. All such revisions shall be implemented as soon as feasible and the SWPPP amended. Temporary changes that result in a one-time additional sampling location do not require a SWPPP amendment.

7.5 Safety and Monitoring Exemptions

Safety practices for sample collection will be in accordance with the contractor's health and safety plan.

Dischargers are not required to conduct visual inspections or physically collect samples outside of daylight hours, or when conditions exist that would be dangerous to personnel. Dischargers must conduct visual monitoring during daylight hours of any day of the week; however, Dischargers are only required to collect samples for analysis during active business/working days.

If monitoring (visual monitoring or sample collection) of the site is unsafe because of the dangerous conditions noted above then the QSP shall document the conditions for why an exception to performing the monitoring was necessary. The exemption documentation shall be filed in CSMP Attachment 2 "Monitoring Records".

7.6 Visual Monitoring

Visual monitoring includes observations and inspections. Inspections of BMPs are required to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. Visual observations of the site are required to observe storm water drainage areas to identify any spills, leaks, or uncontrolled pollutant sources.

Table 7.1 identifies the required frequency of visual observations and inspections. Inspections and observations will be conducted at the locations identified in Section 7.6.3.

Table 7.1 Summary of Visual Monitoring and Inspections

Type of Inspection	Frequency
Routine Inspections	
BMP Inspections	Daily from May 1 to October 15, Monthly from October 16 to April 30
Non-Stormwater Discharge Observations	Daily from May 1 to October 15, Monthly from October 16 to April 30
Rain Event Triggered Inspections	
Site Inspections Prior to a Qualifying Event	Within 24 hours of a qualifying event
BMP Inspections During an Extended Storm Event	Every 24-hour period of a rain event
Site Inspections Following a Qualifying Event	Within 24 hours of a qualifying event

7.6.1 Routine Observations and Inspections

Routine site inspections and visual monitoring are necessary to ensure that the project is in compliance with the requirements of the Construction General Permit.

7.6.1.1 Routine BMP Inspections

Inspections of BMPs are conducted to identify and record:

- BMPs that are properly installed;
- BMPs that need maintenance to operate effectively;
- BMPs that have failed; or
- BMPs that could fail to operate as intended.

7.6.1.2 Non-Stormwater Discharge Observations

Each drainage area will be inspected for the presence of or indications of prior unauthorized and authorized non-stormwater discharges. Inspections will record:

- Presence or evidence of any non-stormwater discharge (authorized or unauthorized);
- Pollutant characteristics (floating and suspended material, sheen, discoloration, turbidity, odor, etc.); and
- Source of discharge.

7.6.2 Rain-Event Triggered Observations and Inspections

Visual observations of the site and inspections of BMPs are required prior to a qualifying rain event; following a qualifying rain event, and every 24-hour period during a qualifying rain event. Pre-rain inspections will be conducted after consulting NOAA and determining that a precipitation event with a 30% chance or greater probability of 0.1 inch or more of precipitation has been predicted.

7.6.2.1 Visual Observations Prior to a Forecasted Qualifying Rain Event

Within 24-hours prior to a qualifying event a stormwater visual monitoring site inspection will include observations of the following locations:

- Stormwater drainage areas to identify any spills, leaks, or uncontrolled pollutant sources;
- BMPs to identify if they have been properly implemented;
- Any stormwater storage and containment areas to detect leaks and ensure maintenance of adequate freeboard.

Pre-rain BMP inspections and visual monitoring will be triggered by a NOAA forecast that indicates a probability of precipitation of 30% or more in the project area.

7.6.2.2 BMP Inspections During an Extended Storm Event

During an extended rain event BMP inspections will be conducted to identify and record:

- BMPs that are properly installed;
- BMPs that need maintenance to operate effectively;
- BMPs that have failed; or
- BMPs that could fail to operate as intended.

If the construction site is not accessible during the rain event, the visual inspections shall be performed at all relevant outfalls, discharge points, downstream locations. The inspections should record any projected maintenance activities.

7.6.2.3 Visual Observations Following a Qualifying Rain Event

Within 48 hours following a qualifying rain event (0.5 inches of rain) a stormwater visual monitoring site inspection is required to observe:

- Stormwater drainage areas to identify any spills, leaks, or uncontrolled pollutant sources;
- BMPs to identify if they have been properly designed, implemented, and effective;
- Need for additional BMPs;

- Any stormwater storage and containment areas to detect leaks and ensure maintenance of adequate freeboard; and
- Discharge of stored or contained rain water.

7.6.3 Visual Monitoring Procedures

Visual monitoring shall be conducted by the QSP or staff trained by and under the supervision of the QSP.

The name(s) and contact number(s) of the site visual monitoring personnel are listed below and their training qualifications are provided in Appendix K.

Assigned inspector: Jennifer Roman, QSD/QSP Contact phone: (775) 291-6337

Alternate inspector: To Be Determined Contact phone: To Be Determined

Stormwater observations shall be documented on the *Visual Inspection Field Log Sheet* (see CSMP Attachment 3 "Example Forms"). BMP inspections shall be documented on the site specific BMP inspection checklist. Any photographs used to document observations will be referenced on stormwater site inspection report and maintained with the Monitoring Records in Attachment 2.

The QSP shall within three days of the inspection submit copies of the completed inspection report to the LRP.

The completed reports will be kept in CSMP Attachment 2 "Monitoring Records".

7.6.4 Visual Monitoring Follow-Up and Reporting

Correction of deficiencies identified by the observations or inspections, including required repairs or maintenance of BMPs, shall be initiated and completed as soon as possible.

If identified deficiencies require design changes, including additional BMPs, the implementation of changes will be initiated within 72 hours of identification and be completed as soon as possible. When design changes to BMPs are required, the SWPPP shall be amended to reflect the changes.

Deficiencies identified in site inspection reports and correction of deficiencies will be tracked on the *Inspection Field Log Sheet* or *BMP Inspection Report* and shall be submitted to the QSP and shall be kept in CSMP Attachment 2 "Monitoring Records".

The QSP shall within three days of the inspection submit copies of the completed *Inspection Field Log Sheet* or *BMP Inspection Report* with the corrective actions to the LRP.

Results of visual monitoring must be summarized and reported in the Annual Report.

7.6.5 Visual Monitoring Locations

The inspections and observations identified in Sections 7.6.1 and 7.6.2 will be conducted at the locations identified in this section.

BMP locations are shown on the Water Pollution Control Plans in Appendix B.

There are two drainage areas on the project site and the contractor's yard, staging areas, and storage areas. The project drainage areas are shown on Site Map 2 in Appendix B and Table 7.2 identifies each drainage area by location.

Table 7.2 Site Drainage Areas

Location No.	Location
1	Tributary to Bijou Creek
2	Tributary to Trout Creek

There are no stormwater storage or containment areas on the project site. Stormwater storage or containment area(s) are shown on the Site Maps in Appendix B and Table 7.3 identifies each stormwater storage or containment area by location.

Table 7.3 Stormwater Storage and Containment Areas

Location No.	Location
None	

There is one discharge location from the project site. Site stormwater discharge location is shown in the Map 2 in Appendix B and Table 7.4 identifies each stormwater discharge location.

Table 7.4 Site Stormwater Discharge Locations

Location No.	Location
DS1	Proposed Culvert under Trail
DS2	Curb and Gutter at Al Tahoe/Johnson Intersection

7.7 Water Quality Sampling and Analysis

7.7.1 Sampling and Analysis Plan for Non-Visible Pollutants in Stormwater Runoff Discharges

This Sampling and Analysis Plan for Non-Visible Pollutants describes the sampling and analysis strategy and schedule for monitoring non-visible pollutants in stormwater runoff discharges from the project site.

Sampling for non-visible pollutants will be conducted when (1) a breach, leakage, malfunction, or spill is observed; and (2) the leak or spill has not been cleaned up prior to the rain event; and (3) there is the potential for discharge of non-visible pollutants to surface waters or drainage system.

The following construction materials, wastes, or activities, as identified in Section 2.6, are potential sources of non-visible pollutants to stormwater discharges from the project. Storage, use, and operational locations are shown on the Map 2 and in the Water Pollution Control Plans in Appendix B.

- Sawcutting
- Demolition
- Vehicle & Equipment Fueling & Maintenance
- Disinfection

The following existing site features, as identified in Section 2.6, are potential sources of non-visible pollutants to stormwater discharges from the project. Locations of existing site features contaminated with non-visible pollutants are shown on the Site Maps in Appendix B.

- None

The following soil amendments have the potential to change the chemical properties, engineering properties, or erosion resistance of the soil and will be used on the project site. Locations of soil amendment application are shown on the Site Maps in Appendix B.

- None

The project has the potential to receive stormwater run-on from the following locations with the potential to contribute non-visible pollutants to stormwater discharges from the project. Locations of such run-on to the project site are shown on the Site Maps in Appendix B.

- None

7.7.1.1 Sampling Schedule

Samples for the potential non-visible pollutant(s) and a sufficiently large unaffected background sample shall be collected during the first two hours of discharge from rain events that result in a sufficient discharge for sample collection. Samples shall be collected during the site's scheduled hours and shall be collected regardless of the time of year and phase of the construction.

Collection of discharge samples for non-visible pollutant monitoring will be triggered when any of the following conditions are observed during site inspections conducted prior to or during a rain event.

- Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions. Watertight conditions are defined as (1) storage in a watertight container, (2) storage under a watertight roof or within a building, or (3) protected by temporary cover and containment that prevents stormwater contact and runoff from the storage area.
- Materials or wastes containing potential non-visible pollutants are stored under watertight conditions, but (1) a breach, malfunction, leakage, or spill is observed, (2) the leak or spill is not cleaned up prior to the rain event, and (3) there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.
- A construction activity, including but not limited to those in Section 2.6, with the potential to contribute non-visible pollutants (1) was occurring during or within 24 hours prior to the rain event, (2) BMPs were observed to be breached, malfunctioning, or improperly implemented, and (3) there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.
- Soil amendments that have the potential to change the chemical properties, engineering properties, or erosion resistance of the soil have been applied, and there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.
- Stormwater runoff from an area contaminated by historical usage of the site has been observed to combine with stormwater runoff from the site, and there is the potential for discharge of non-visible pollutants to surface waters or a storm drain system.

7.7.1.2 Sampling Locations

Sampling locations are based on proximity to planned non-visible pollutant storage, occurrence or use; accessibility for sampling, and personnel safety. Planned non-visible pollutant sampling locations are shown on the Water Pollution Control Plans in Appendix B and include the locations identified in Tables 7.5 through 7.9.

Six sampling location(s) on the project site have been identified for the collection of samples of runoff from planned material and waste storage areas and areas where non-visible pollutant producing construction activities are planned.

Table 7.5 Non-Visible Pollutant Sample Locations – Staging Areas

Sample Location Number	Sample Location Description	Sample Location Latitude and Longitude
DS Yard	Downstream of Contractor's Yard	38°55'54.82"°N, 119°58'7.85"W

No sampling locations have been identified for the collection of samples of runoff from drainage areas where soil amendments will be applied that have the potential to affect water quality.

Table 7.6 Non-Visible Pollutant Sample Locations – Soil Amendment Areas

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
None		

No sampling locations have been identified for the collection of samples of runoff from drainage areas contaminated by historical usage of the site.

Table 7.7 Non-Visible Pollutant Sample Locations – Areas of Historical Contamination

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
None		

Six sampling locations have been identified for the collection of an uncontaminated sample of runoff as a background sample for comparison with the samples being analyzed for non-visible pollutants. These locations were selected such that the sample will not have come in contact with the operations, activities, or areas identified in Section 7.7.1 or with disturbed soils areas.

Table 7.8 Non-Visible Pollutant Sample Locations – Background (Unaffected Sample)

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
US Yard	Upstream of Contractor's Yard	38°55'53.84"N, 119°58'7.79W°

One sampling location has been identified for the collection of samples of run-on to the project site. Run-on from this location has the potential to combine with discharges from the site being sampled for non-visible pollutants. These samples are intended to identify potential sources of non-visible pollutants that originate off the project site.

Table 7.9 Non-Visible Pollutant Sample Locations – Site Run-On

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
US1	DI on Al Tahoe	38°55'37.75"N, 119°58'0.87"W
US2	Curb & Gutter east of main park driveway	38°55'42.93"N, 119°58'5.58"W

If a stormwater visual monitoring site inspection conducted prior to or during a storm event identifies the presence of a material storage, waste storage, or operations area with spills or the potential for the discharge of non-visible pollutants to surface waters or a storm drain system that is at a location not listed above and has not been identified on the Site Maps, sampling locations will be selected by the QSP using the same rationale as that used to identify planned locations. Non-visible pollutant sampling locations shall be identified by the QSP on the Rain Event Action Plan prior to a forecasted qualifying rain event.

7.7.1.3 Monitoring Preparation

Non-visible pollutant samples will be collected by:

Contractor ☐ Yes ☒ No

Consultant ☒ Yes ☐ No

Laboratory ☐ Yes ☒ No

Samples on the project site will be collected by the QSP:

Name/Telephone Number: Jennifer Roman, (775) 291-6337

Alternate(s)/Telephone Number: To Be Determined

An adequate stock of monitoring supplies and equipment for monitoring non-visible pollutants will be available on the project site prior to a sampling event. Monitoring supplies and equipment will be stored in a cool temperature environment that will not come into contact with rain or direct sunlight. Sampling personnel will be available to collect samples in accordance with the sampling schedule. Supplies maintained at the project site will include, but are not limited to, clean powder-free nitrile gloves, sample collection equipment, coolers, appropriate number and volume of sample bottles, identification labels, re-sealable storage bags, paper towels, personal rain gear, ice, and *Effluent Sampling Field Log Sheets* and Chain of Custody (CoC) forms, which are provided in CSMP Attachment 3 "Example Forms".

7.7.1.4 Analytical Constituents

Table 7.10 lists the specific sources and types of potential non-visible pollutants on the project site and the water quality indicator constituent(s) for that pollutant.

Table 7.10 Potential Non-Visible Pollutants and Water Quality Indicator Constituents

Pollutant Source	Pollutant	Water Quality Indicator Constituent
Vehicle Batteries	Sulfuric acid, pH, lead	pH
Disinfection	Chlorine	pH

7.7.1.5 Sample Collection

Samples of discharge shall be collected at the designated non-visible pollutant sampling locations shown on the Water Pollution Control plans in Appendix B or in the locations determined by observed breaches, malfunctions, leakages, spills, operational areas, soil amendment application areas, and historical site usage areas that triggered the sampling event.

Grab samples shall be collected and preserved in accordance with the methods identified in the Table, "Sample Collection, Preservation and Analysis for Monitoring Non-Visible Pollutants" provided in Section 7.7.1.6. Only the QSP, or personnel trained in water quality sampling under the direction of the QSP shall collect samples.

Sample collection and handling requirements are described in Section 7.7.7.

7.7.1.6 Sample Analysis

Samples shall be analyzed using the analytical methods identified in the Table 7.11.

Samples will be analyzed by:

Laboratory Name:	Alpha Analytical, Inc.
Street Address:	255 Glendale Avenue, Suite 21
City, State Zip:	Sparks, NV 89431
Telephone Number:	(775) 355-1044
Point of Contact:	Reyna Vallejo

Samples will be delivered to the laboratory by:

Driven by Contractor	☒ Yes	☐ No
Picked up by Laboratory Courier	☐ Yes	☒ No
Shipped	☐ Yes	☒ No

Table 7.11 Sample Collection, Preservation and Analysis for Monitoring Non-Visible Pollutants

Constituent	Analytical Method	Minimum Sample Volume	Sample Containers	Sample Preservation	Reporting Limit	Maximum Holding Time
pH	150.1	50 ml	Polypropylene	Store at 4°C (39.2°F)	0.2	48 hours
Notes:						

7.7.1.7 Data Evaluation and Reporting

The QSP shall complete an evaluation of the water quality sample analytical results.

Runoff/downgradient results shall be compared with the associated upgradient/unaffected results and any associated run-on results. Should the runoff/downgradient sample show an increased level of the tested analyte relative to the unaffected background sample, which cannot be explained by run-on results, the BMPs, site conditions, and surrounding influences shall be assessed to determine the probable cause for the increase.

As determined by the site and data evaluation, appropriate BMPs shall be repaired or modified to mitigate discharges of non-visible pollutant concentrations. Any revisions to the BMPs shall be recorded as an amendment to the SWPPP.

The General Permit prohibits the storm water discharges that contain hazardous substances equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4. The results of any non-stormwater discharge results that indicate the presence of a hazardous substance in excess of established reportable quantities shall be immediately reported to the Regional Water Board and other agencies as required by 40 C.F.R. §§ 117.3 and 302.4.

Results of non-visible pollutant monitoring shall be reported in the Annual Report.

7.7.2 Sampling and Analysis Plan for pH and Turbidity in Stormwater Runoff Discharges

Sampling and analysis of runoff for pH and turbidity is required for this project. This Sampling and Analysis Plan describes the strategy for monitoring turbidity and pH levels of stormwater runoff discharges from the project site and run-on that may contribute to an exceedance of a Numeric Action Level (NAL) [or the exceedance of a Receiving Water Monitoring Trigger].

Samples for turbidity will be collected from all drainage areas with disturbed soil areas and samples for pH will be collected from all drainage areas with a high risk of pH altering discharge.

7.7.2.1 Sampling Schedule

Stormwater runoff samples shall be collected for turbidity from each day of a qualifying rain event that results in a discharge from the project site. At minimum, turbidity samples will be collected from each site discharge location draining a disturbed area. A minimum of three samples will be collected per day of discharge during a qualifying event. Samples should be representative of the total discharge from the project each day of discharge during the qualifying event. Typically representative samples will be spaced in time throughout the daily discharge event. If there is a visible oily sheen at any discharge point, a sample shall be collected for grease and oil in accordance with Table C-1 of the Tahoe CGP.

Stormwater runoff samples shall be collected for pH from each day of qualifying rain events that result in a discharge from the project site. Note that pH samples are only required to be collected during project phases and from drainage areas with a high risk of pH altering discharge. A minimum of three samples will be collected per day of discharge during a qualifying event. Samples should be representative of the total discharge from the location each day of discharge during the qualifying event. Typically representative samples will be spaced in time throughout the daily discharge event.

Stored or collected water from a qualifying storm event when discharged shall be tested for turbidity and pH (when applicable). Stored or collected water from a qualifying event may be sampled at the point it is released from the storage or containment area or at the site discharge location.

Run-on samples shall be collected whenever the QSP identifies that run-on has the potential to contribute to an exceedance of a NAL [or the exceedance of a Receiving Water Monitoring Trigger].

7.7.2.2 Sampling Locations

Sampling locations are based on the site runoff discharge locations and locations where run-on enters the site; accessibility for sampling; and personnel safety. Planned pH and turbidity sampling locations are shown on the Site Maps in Appendix B and include the locations identified in Table 7.13 and Table 7-14.

Two sampling locations on the project site have been identified for the collection of runoff samples. Table 7.12 also provides an estimate of the site's area that drains to each location.

Table 7.12 Turbidity and pH Runoff Sample Locations

Sample Location Number	Sample Location	Estimate of Site (%)
DS1	Proposed Culvert under Trail	50
DS2	Curb and Gutter at Al Tahoe/Johnson Intersection	50

Two sampling locations have been identified for the collection of run-on samples where the run-on has the potential to contribute to an exceedance of an NAL or a Receiving Water Monitoring Trigger. Table 7.13 identifies the run-on sample locations.

Table 7.13 Turbidity and pH Run-On Sample Locations

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
US1	DI on Al Tahoe	38°55'37.75"N, 119°58'0.87"W
US2	Curb & Gutter east of main park driveway	38°55'42.93"N, 119°58'5.58"W

The project does not receive run-on with the potential to exceed NALs or Receiving Water Monitoring Triggers.

7.7.2.3 Monitoring Preparation

Turbidity and pH samples will be collected and analyzed by:

Contractor ☐ Yes ☒ No

Consultant ☒ Yes ☐ No

Laboratory ☐ Yes ☒ No

Samples on the project site will be collected by the QSP:

Name/Telephone Number: Jennifer Roman, (775) 291-6337

Alternate(s)/Telephone Number: To Be Determined

An adequate stock of monitoring supplies and equipment for monitoring turbidity and will be available on the project site prior to a sampling event. Monitoring supplies and equipment will be stored in a cool temperature environment that will not come into contact with rain or direct sunlight. Sampling personnel will be available to collect samples in accordance with the sampling schedule. Supplies maintained at the project site will include, but are not limited to, field meters, extra batteries; clean powder-free nitrile gloves, sample collection equipment, appropriate sample containers, paper towels, personal rain gear, and *Effluent Sampling Field Log Sheets* and CoC forms provided in CSMP Attachment 3 "Example Forms".

The contractor will obtain and maintain the field testing instruments, as identified in Section 7.7.2.6, for analyzing samples in the field by contractor sampling personnel.

The QSP or his/her designee will contact the contractor 24 hours prior to a predicted rain event or for an unpredicted event, as soon as a rain event begins to ensure that adequate sample collection personnel, supplies for monitoring pH and turbidity are available and will be mobilized to collect samples on the project site in accordance with the sampling schedule.

7.7.2.4 Field Parameters

Samples shall be analyzed for the constituents indicated in the Table 7.14.

Table 7.14 Sample Collection and Analysis for Monitoring Turbidity and pH

Parameter	Test Method	Minimum Sample Volume[(1)]	Sample Collection Container Type	Detection Limit (minimum)
Turbidity	Field meter/probe with calibrated portable instrument	500 mL	Polypropylene or Glass (Do not collect in meter sample cells)	1 NTU
pH	Field meter/probe with calibrated portable instrument or calibrated pH test kit	100 mL	Polypropylene	0.2 pH units

Notes: [1] Minimum sample volume recommended. Specific volume requirements will vary by instrument; check instrument manufacturer instructions.

L – Liter
mL – Milliliter
NTU – Nephelometric Turbidity Unit

7.7.2.5 Sample Collection

Samples of discharge shall be collected at the designated runoff and run-on sampling locations shown on Map 2 in Appendix B. Run-on samples shall be collected within close proximity of the point of run-on to the project.

Only personnel trained in water quality sampling and field measurements working under the direction of the QSP shall collect samples.

Sample collection and handling requirements are described in Section 7.7.7.

7.7.2.6 Field Measurements

Samples collected for field analysis, collection, analysis and equipment calibration shall be in accordance with the field instrument manufacturer's specifications.

Immediately following collection, samples for field analysis shall be tested in accordance with the field instrument manufacturer's instructions and results recorded on the *Effluent Sampling Field Log Sheet*.

The field instrument(s) listed in Table 7.15 will be used to analyze the following constituents:

Table 7.15 Field Instruments

Field Instrument (Manufacturer and Model)	Constituent
Extech 110 pH Meter	pH
Oakton T-100 Turbidity Meter	Turbidity

The manufacturers' instructions are included in CSMP Attachment 4 "Field Meter Instructions". Field sampling staff shall review the instructions prior to each sampling event and follow the instructions in completing measurement of the samples.

- The instrument(s) shall be maintained in accordance with manufacturer's instructions.
- The instrument(s) shall be calibrated before each sampling and analysis event.
- Maintenance and calibration records shall be maintained with the SWPPP.

The QSP may authorize alternate equipment provided that the equipment meets the Construction General Permit's requirements and the manufacturers' instructions for calibration and use are added to CSMP Attachment 4 "Field Meter Instructions".

7.7.2.7 Data Evaluation and Reporting

Immediately upon completing the measurements for the sampling event, provide the *Effluent Sampling Field Log Sheets* to the QSP for evaluation.

Numeric Action Levels

This project is subject to NALs for pH and turbidity (Table 7.16). Compliance with the NAL for pH and turbidity is based on a daily average. Upon receiving the field log sheets, the QSP shall immediately calculate the arithmetic average of the turbidity samples, and the logarithmic

average of the pH samples[1] to determine if the NALs, shown in the table below, have been exceeded.

Table 7.16 Numeric Action Levels

Parameter	Unit	Daily Average
pH	pH units	Lower NAL = 6.0 Upper NAL = 9.0
Turbidity	NTU	20 NTU (NEL, Tahoe CGP) 250 NTU (NAL, State CGP)

The QSP shall within three days of the sample collection submit copies of the completed *Effluent Sampling Field Log Sheets* to the LRP.

In the event that the pH or turbidity NAL is exceeded, the QSP shall immediately notify the LRP and investigate the cause of the exceedance and identify corrective actions.

Exceedances of NALs shall be electronically reported to the State Water Board by LRP through the SMARTs system within 10 days of the conclusion of the storm event. If requested by the Regional Board, a NAL Exceedance report will be submitted. The NAL Exceedance Report must contain the following information:

- Analytical method(s), method reporting unit(s), and MDL(s) of each parameter;
- Date, place, time of sampling, visual observation, and/or measurements, including precipitation; and
- Description of the current BMPs associated with the sample that exceeded the NAL and the proposed corrective actions taken.

Receiving Water Monitoring Triggers

This project is not subject to Receiving Water Monitoring Triggers because it does not have a direct discharge to the receiving water.

7.7.3 Sampling and Analysis Plan for pH, Turbidity, and SSC in Receiving Water

This project is not subject to Receiving Water Monitoring.

7.7.4 Sampling and Analysis Plan for Non-Stormwater Discharges

This project is not subject to the non-stormwater sampling and analysis requirements of the General Permit because it is a Risk Level 1 project.

This Sampling and Analysis Plan for non-stormwater discharges describes the sampling and analysis strategy and schedule for monitoring pollutants in authorized and unauthorized

[1] Daily average pH values must be calculated through the logarithmic method. In order to calculate an average, you must: (1) Convert the pH measurements from logarithms to real numbers; (2) Take the average of the real numbers; and (3) Convert the average of the real numbers back to a logarithm.

non-stormwater discharges from the project site in accordance with the requirements of the Construction General Permit.

Sampling of non-stormwater discharges will be conducted when an authorized or unauthorized non-stormwater discharge is observed discharging from the project site. In the event that non-stormwater discharges run-on to the project site from offsite locations, and this run-on has the potential to contribute to a violation of a NAL, the run-on will also be sampled.

The following authorized non-stormwater discharges identified in Section 2.7, have the potential to be discharged from the project site.

- None

In addition to the above authorized stormwater discharges, some construction activities have the potential to result in an unplanned (unauthorized) non-stormwater discharge if BMPs fail. These activities include:

- Concrete washout
- Sawcutting
- Oils, lubricants
- Pressure testing
- Disinfection

7.7.4.1 Sampling Schedule

Samples of authorized or unauthorized non-stormwater discharges shall be collected when they are observed.

7.7.4.2 Sampling Locations

Samples shall be collected from the discharge point of the construction site where the non-stormwater discharge is running off the project site. Site discharge locations are shown on the Site Maps in SWPPP Appendix B and include the locations identified below.

Two sampling locations on the project site has been identified where non-stormwater discharges may runoff from the project site. (Table 7.20)

Table 7.20 Non-stormwater Discharge Sample Locations

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
DS1	Proposed Culvert under Trail	38°55'39.79"N, 119°57'59.28"W
DS2	Curb and Gutter at Al Tahoe/Johnson Intersection	38°55'55.36"N, 119°58'17.73"W

Two sampling location has been identified for the collection of non-stormwater discharges that run-on to the project site (Table 7.21).

Table 7.21 Non-stormwater Run-on Sample Locations

Sample Location Number	Sample Location	Sample Location Latitude and Longitude (Decimal Degrees)
US1	DI on Al Tahoe	38°55'37.75"N, 119°58'0.87" W
US2	Curb & Gutter east of main park driveway	38°55'42.93"N, 119°58'5.58"W

7.7.4.3 Monitoring Preparation

Non-stormwater discharge samples will be collected by:

Contractor ☐ Yes ☒ No

Consultant ☒ Yes ☐ No

Laboratory ☐ Yes ☒ No

Samples on the project site will be collected by the QSP:

Name/Telephone Number: Jennifer Roman, (775) 291-6337

Alternate(s)/Telephone Number: To be determined

An adequate stock of monitoring supplies and equipment for monitoring non-stormwater discharges will be available on the project site. Monitoring supplies and equipment will be stored in a cool temperature environment that will not come into contact with rain or direct sunlight. Personnel trained in sampling will be available to collect samples in accordance with the sampling schedule. Supplies maintained at the project site will include, but are not limited to, clean powder-free nitrile gloves, sample collection equipment, field meters, coolers, appropriate number and volume of sample bottles, identification labels, re-sealable storage bags, paper towels, personal rain gear, ice, and *Effluent Sampling Field Log Sheets* and CoC forms provided in CSMP Attachment 3 "Example Forms".

The contractor will obtain and maintain the field testing instruments, as identified in Section 7.7.2, for analyzing samples in the field by contractor sampling personnel.

The QSP or his/her designee will contact the contractor, 24 hours prior to a planned non-stormwater discharge or as soon as an unplanned non-stormwater discharge is observed to ensure that adequate sample collection personnel, supplies for non-stormwater discharge monitoring are available and will be mobilized to collect samples on the project site in accordance with the sampling schedule.

7.7.4.4 Analytical Constituents

All non-stormwater discharges that flow through a disturbed area shall, at minimum, be monitored for turbidity.

All non-stormwater discharges that flow through an area where they are exposed to pH altering materials shall be monitored for pH.

The QSP shall identify additional pollutants to be monitored for each non-stormwater discharge incident based on the source of the non-stormwater discharge. If the source of an unauthorized non-stormwater discharge is not known, monitoring for pH, turbidity, MBAS, TOC, and residual chlorine or chloramines is recommended to help identify the source of the discharge.

Non-stormwater discharge run-on shall be monitored, at minimum, for pH and turbidity. The QSP shall identify additional pollutants to be monitored for each non-stormwater discharge incident based on the source of the non-stormwater discharge. If the source of an unauthorized non-stormwater discharge is not known, monitoring for pH, turbidity, MBAS, TOC, and residual chlorine or chloramines is recommended to help identify the source of the discharge.

Table 7.22 lists the specific sources and types of potential non-visible pollutants on the project site and the water quality indicator constituent(s) for that pollutant.

Table 7.22 Potential Non-Stormwater Discharge Pollutants and Water Quality Indicator Constituents

Pollutant Source	Pollutant	Water Quality Indicator Constituent
Disturbed Areas	Sediment	Turbidity
Concrete Work	pH	pH

7.7.4.5 Sample Collection

Samples shall be collected at the discharge locations where the non-stormwater discharge is leaving the project site. Potential discharge locations are shown on the Site Maps in Appendix B and identified in Section 7.7.4.2.

Grab samples shall be collected and preserved in accordance with the methods identified in Table 7.23. Only personnel trained in water quality sampling under the direction of the QSP shall collect samples.

Sample collection and handling requirements are described in Section 7.7.7.

7.7.4.6 Sample Analysis

Samples shall be analyzed using the analytical methods identified in Table 7.23.

7.7.4.7 Data Evaluation and Reporting

The QSP shall complete an evaluation of the water quality sample analytical results.

Turbidity and pH results shall be evaluated for compliance with NALs [and NELs] as identified in Section 7.7.2.7.

Runoff results shall also be evaluated for the constituents suspected in the non-stormwater discharge. Should the runoff sample indicate the discharge of a pollutant which cannot be explained by run-on results, the BMPs, site conditions, and surrounding influences shall be assessed to determine the probable cause for the increase.

As determined by the site and data evaluation, appropriate BMPs shall be repaired or modified to mitigate discharges of non-visible pollutant concentrations. Any revisions to the BMPs shall be recorded as an amendment to the SWPPP.

Non-storm water discharge results shall be submitted with the Annual Report.

The General Permit prohibits the non-storm water discharges that contain hazardous substances equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4. The results of any non-stormwater discharge results that indicate the presence of a hazardous substance in excess of established reportable quantities shall be immediately reported to the Regional Water Board.

Table 7.23 Sample Collection, Preservation and Analysis for Monitoring Pollutants in Non-Stormwater Discharges

Constituent	Analytical Method	Minimum Sample Volume	Sample Bottle	Sample Preservation	Reporting Limit	Maximum Holding Time
pH	Field test with calibrated portable instrument	100mL	Polypropylene	Store at 4°C (39.2°F)	0.2	48 hours
Turbidity	Field test with calibrated portable instrument	100mL	Polypropylene or Glass	Store at 4°C (39.2°F)	1 NTU	48 hours
Notes:						

7.7.5 Sampling and Analysis Plan for Other Pollutants Required by the Regional Water Board

The Regional Water Board has not specified monitoring for additional pollutants.

7.7.6 Training of Sampling Personnel

Sampling personnel shall be trained to collect, maintain, and ship samples in accordance with the Surface Water Ambient Monitoring program (SWAMP) 2008 Quality Assurance Program Plan (QAPrP). Training records of designated contractor sampling personnel are provided in Appendix K.

The stormwater sampler(s) and alternate(s) have received the following stormwater sampling training:

Name	Training
Jennifer Roman	QSD/QSP Training and certification

The stormwater sampler(s) and alternates have the following stormwater sampling experience:

Name	Experience
Jennifer Roman	10 years sampling experience

7.7.7 Sample and Handling

7.7.7.1 Sample Collection

Samples shall be collected at the designated sampling locations shown on the Site Maps and listed in the preceding sections. Samples shall be collected, maintained and shipped in accordance with the SWAMP 2008 Quality Assurance Program Plan (QAPrP).

Grab samples shall be collected and preserved in accordance with the methods identified in preceding sections.

To maintain sample integrity and prevent cross-contamination, sample collection personnel shall follow the protocols below.

- Collect samples (for laboratory analysis) only in analytical laboratory-provided sample containers;
- Wear clean, powder-free nitrile gloves when collecting samples;
- Change gloves whenever something not known to be clean has been touched;
- Change gloves between sites;
- Decontaminate all equipment (e.g. bucket, tubing) prior to sample collection using a trisodium phosphate water wash, distilled water rinse, and final rinse with distilled water. (Dispose of wash and rinse water appropriately, i.e., do not discharge to storm drain or receiving water). Do not decontaminate laboratory provided sample containers;
- Do not smoke during sampling events;
- Never sample near a running vehicle;

- Do not park vehicles in the immediate sample collection area (even non-running vehicles);
- Do not eat or drink during sample collection; and
- Do not breathe, sneeze, or cough in the direction of an open sample container.

The most important aspect of grab sampling is to collect a sample that represents the entire runoff stream. Typically, samples are collected by dipping the collection container in the runoff flow paths and streams as noted below.

i. For small streams and flow paths, simply dip the bottle facing upstream until full.
ii. For larger stream that can be safely accessed, collect a sample in the middle of the flow stream by directly dipping the mouth of the bottle. Once again making sure that the opening of the bottle is facing upstream as to avoid any contamination by the sampler.
iii. For larger streams that cannot be safely waded, pole-samplers may be needed to safely access the representative flow.
iv. Avoid collecting samples from ponded, sluggish or stagnant water.
v. Avoid collecting samples directly downstream from a bridge as the samples can be affected by the bridge structure or runoff from the road surface.

Note, that depending upon the specific analytical test, some containers may contain preservatives. These containers should **never** be dipped into the stream, but filled indirectly from the collection container.

SSC samples should be taken as a normal grab sample, where the bottle is submerged facing upstream and filled. SSC samples need to be collected in a separate bottle because the analysis requires the entire volume of the bottle. Do not collect in a larger container and partition into the laboratory sample container.

7.7.7.2 Sample Handling

Turbidity and pH measurements must be conducted immediately. Do not store turbidity or pH samples for later measurement.

Samples for laboratory analysis must be handled as follows. Immediately following sample collection:

- Cap sample containers;
- Complete sample container labels;
- Sealed containers in a re-sealable storage bag;
- Place sample containers into an ice-chilled cooler;
- Document sample information on the *Effluent Sampling Field Log Sheet*; and
- Complete the CoC.

All samples for laboratory analysis must be maintained between 0-6 degrees Celsius during delivery to the laboratory. Samples must be kept on ice, or refrigerated, from sample collection through delivery to the laboratory. Place samples to be shipped inside coolers with ice. Make sure the sample bottles are well packaged to prevent breakage and secure cooler lids with packaging tape.

Ship samples that will be laboratory analyzed to the analytical laboratory right away. Hold times are measured from the time the sample is collected to the time the sample is analyzed. The

General Permit requires that samples be received by the analytical laboratory within 48 hours of the physical sampling (unless required sooner by the analytical laboratory).

Laboratory Name:	Alpha Analytical, Inc.
Street Address:	255 Glendale Avenue, Suite 21
City, State Zip:	Sparks, NV 89431
Telephone Number:	(775) 355-1044
Point of Contact:	Reyna Vallejo

7.7.7.3 Sample Documentation Procedures

All original data documented on sample bottle identification labels, *Effluent Sampling Field Log Sheet*, and CoCs shall be recorded using waterproof ink. These shall be considered accountable documents. If an error is made on an accountable document, the individual shall make corrections by lining through the error and entering the correct information. The erroneous information shall not be obliterated. All corrections shall be initialed and dated.

Duplicate samples shall be identified consistent with the numbering system for other samples to prevent the laboratory from identifying duplicate samples. Duplicate samples shall be identified in the Effluent Sampling Field Log Sheet.

Sample documentation procedures include the following:

Sample Bottle Identification Labels: Sampling personnel shall attach an identification label to each sample bottle. Sample identification shall uniquely identify each sample location.

Field Log Sheets: Sampling personnel shall complete the *Effluent Sampling Field Log Sheet* and *Receiving Water Sampling Field Log Sheet* for each sampling event, as appropriate.

Chain of Custody: Sampling personnel shall complete the CoC for each sampling event for which samples are collected for laboratory analysis. The sampler will sign the CoC when the sample(s) is turned over to the testing laboratory or courier.

7.8 Active Treatment System Monitoring

An Active Treatment System (ATS) will be deployed on the site?

☐ Yes ☒ No

This project does not require a project specific Sampling and Analysis Plan for an ATS because deployment of an ATS is not planned.

7.9 Bioassessment Monitoring

This project is not subject to bioassessment monitoring because it does not disturb more than 30 acres

7.10 Watershed Monitoring Option

This project is not participating in a watershed monitoring option.

7.11 Quality Assurance and Quality Control

An effective Quality Assurance and Quality Control (QA/QC) plan shall be implemented as part of the CSMP to ensure that analytical data can be used with confidence. QA/QC procedures to be initiated include the following:

- Field logs;
- Clean sampling techniques;
- CoCs;
- QA/QC Samples; and
- Data verification.

Each of these procedures is discussed in more detail in the following sections.

7.11.1 Field Logs

The purpose of field logs is to record sampling information and field observations during monitoring that may explain any uncharacteristic analytical results. Sampling information to be included in the field log include the date and time of water quality sample collection, sampling personnel, sample container identification numbers, and types of samples that were collected. Field observations should be noted in the field log for any abnormalities at the sampling location (color, odor, BMPs, etc.). Field measurements for pH and turbidity should also be recorded in the field log. A Visual Inspection Field Log, an Effluent Sampling Field Log Sheet, are included in CSMP Attachment 3 "Example Forms".

7.11.2 Clean Sampling Techniques

Clean sampling techniques involve the use of certified clean containers for sample collection and clean powder-free nitrile gloves during sample collection and handling. As discussed in Section 7.7.7, adoption of a clean sampling approach will minimize the chance of field contamination and questionable data results.

7.11.3 Chain of Custody

The sample CoC is an important documentation step that tracks samples from collection through analysis to ensure the validity of the sample. Sample CoC procedures include the following:

- Proper labeling of samples;
- Use of CoC forms for all samples; and
- Prompt sample delivery to the analytical laboratory.

Analytical laboratories usually provide CoC forms to be filled out for sample containers. An example CoC is included in CSMP Attachment 3 "Example Forms".

7.11.4 QA/QC Samples

QA/QC samples provide an indication of the accuracy and precision of the sample collection; sample handling; field measurements; and analytical laboratory methods. The following types of QA/QC will be conducted for this project:

☒ Field Duplicates at a frequency of one duplicate minimum per sampling event (Required for all sampling plans with field measurements or laboratory analysis)

☐ Equipment Blanks (Only needed if equipment used to collect samples could add the pollutants to sample)

☐ Field Blanks (Only required if sampling method calls for field blanks)

☐ Travel Blanks (Required for sampling plans that include VOC laboratory analysis)

7.11.4.1 Field Duplicates

Field duplicates provide verification of laboratory or field analysis and sample collection. Duplicate samples shall be collected, handled, and analyzed using the same protocols as primary samples. The sample location where field duplicates are collected shall be randomly selected from the discharge locations. Duplicate samples shall be collected immediately after the primary sample has been collected. Duplicate samples must be collected in the same manner and as close in time as possible to the original sample. Duplicate samples shall not influence any evaluations or conclusion.

7.11.4.2 Equipment Blanks

Equipment blanks provide verification that equipment has not introduced a pollutant into the sample. Equipment blanks are typically collected when:

- New equipment is used;
- Equipment that has been cleaned after use at a contaminated site;
- Equipment that is not dedicated for surface water sampling is used; or
- Whenever a new lot of filters is used when sampling metals.

7.11.4.3 Field Blanks

Field blanks assess potential sample contamination levels that occur during field sampling activities. De-ioninzed water field blanks are taken to the field, transferred to the appropriate container, and treated the same as the corresponding sample type during the course of a sampling event.

7.11.4.4 Travel Blanks

Travel blanks assess the potential for cross-contamination of volatile constituents between sample containers during shipment from the field to the laboratory. De-ioninzed water blanks are taken along for the trip and held unopened in the same cooler with the VOC samples.

7.11.5 Data Verification

After results are received from the analytical laboratory, the QSP shall verify the data to ensure that it is complete, accurate, and the appropriate QA/QC requirements were met. Data must be verified as soon as the data reports are received. Data verification shall include:

- Check the CoC and laboratory reports.
  Make sure all requested analyses were performed and all samples are accounted for in the reports.
- Check laboratory reports to make sure hold times were met and that the reporting levels meet or are lower than the reporting levels agreed to in the contract.

- Check data for outlier values and follow up with the laboratory.
  Occasionally typographical errors, unit reporting errors, or incomplete results are reported and should be easily detected. These errors need to be identified, clarified, and corrected quickly by the laboratory. The QSP should especially note data that is an order of magnitude or more different than similar locations, or is inconsistent with previous data from the same location.
- Check laboratory QA/QC results.
  EPA establishes QA/QC checks and acceptable criteria for laboratory analyses. These data are typically reported along with the sample results. The QSP shall evaluate the reported QA/QC data to check for contamination (method, field, and equipment blanks), precision (laboratory matrix spike duplicates), and accuracy (matrix spikes and laboratory control samples). When QA/QC checks are outside acceptable ranges, the laboratory must flag the data, and usually provides an explanation of the potential impact to the sample results.
- Check the data set for outlier values and, accordingly, confirm results and re-analyze samples where appropriate.
  Sample re-analysis should only be undertaken when it appears that some part of the QA/QC resulted in a value out of the accepted range. Sample results may not be discounted unless the analytical laboratory identifies the required QA/QC criteria were not met and confirms this in writing.

Field data including inspections and observations must be verified as soon as the field logs are received, typically at the end of the sampling event. Field data verification shall include:

- Check field logs to make sure all required measurements were completed and appropriately documented;
- Check reported values that appear out of the typical range or inconsistent;
  Follow-up immediately to identify potential reporting or equipment problems, if appropriate, recalibrate equipment after sampling;
- Verify equipment calibrations;
- Review observations noted on the field logs; and
- Review notations of any errors and actions taken to correct the equipment or recording errors.

7.12 Records Retention

All records of stormwater monitoring information and copies of reports (including Annual Reports) must be retained for a period of at least three years from date of submittal or longer if required by the Regional Water Board.

Results of visual monitoring, field measurements, and laboratory analyses must be kept in the SWPPP along with CoCs, and other documentation related to the monitoring.

Records are to be kept onsite while construction is ongoing. Records to be retained include:

- The date, place, and time of inspections, sampling, visual observations, and/or measurements, including precipitation;
- The individual(s) who performed the inspections, sampling, visual observation, and/or field measurements;

- The date and approximate time of field measurements and laboratory analyses;
- The individual(s) who performed the laboratory analyses;
- A summary of all analytical results, the method detection limits and reporting limits, and the analytical techniques or methods used;
- Rain gauge readings from site inspections;
- QA/QC records and results;
- Calibration records;
- Visual observation and sample collection exemption records;
- The records of any corrective actions and follow-up activities that resulted from analytical results, visual observations, or inspections; and,
- NAL Exceedance Reports.

CSMP Attachment 1: Weather Reports

CSMP Attachment 2: Monitoring Records

CSMP Attachment 3: Example Forms

Rain Gauge Log Sheet				
Construction Site Name:				
WDID #:				
Date (mm/dd/yy)	Time (24-hr)	Initials	Rainfall Depth (Inches)	Notes:

Visual Inspection Field Log Sheet						
Date and Time of Inspection:				Report Date:		
Inspection Type:	☐ Daily	☐ Before predicted rain	☐ During rain event	☐ Following qualifying rain event	☐ Contained stormwater release	☐ Quarterly non-stormwater
Site Information						
Construction Site Name:						
Construction stage and completed activities:					Approximate area of exposed site:	
Weather and Observations						
Date Rain Predicted to Occur:				Predicted % chance of rain:		
Estimate storm beginning: _____ (date and time)		Estimate storm duration:_____ (hours)		Estimate time since last storm: _____ (days or hours)	Rain gauge reading:_____ (inches)	
Observations: If yes identify location						
Odors	Yes ☐	No ☐				
Floating material	Yes ☐	No ☐				
Suspended Material	Yes ☐	No ☐				
Sheen	Yes ☐	No ☐				
Discolorations	Yes ☐	No ☐				
Turbidity	Yes ☐	No ☐				
Site Inspections						
Outfalls or BMPs Evaluated			**Deficiencies Noted**			
(add additional sheets or attached detailed BMP Inspection Checklists)						
Photos Taken:	Yes ☐	No ☐	Photo Reference IDs:			
Corrective Actions Identified (note if SWPPP/REAP change is needed)						
Inspector Information						
Inspector Name:				Inspector Title:		
Signature:					Date:	

Effluent Sampling Field Log Sheets			
Construction Site Name:		Date:	Time Start:
Sampler:			
Sampling Event Type:	☐ Stormwater	☐ Non-stormwater	☐ Non-visible pollutant

Field Meter Calibration	
pH Meter ID No./Desc.: Calibration Date/Time:	Turbidity Meter ID No./Desc.: Calibration Date/Time:

Field pH and Turbidity Measurements			
Discharge Location Description	pH	Turbidity	Time

Grab Samples Collected		
Discharge Location Description	Other (specify)	Time

Additional Sampling Notes:
Time End:

Receiving Water Sampling Field Log Sheets		
Construction Site Name:	Date:	Time Start:
Sampler:		
Receiving Water Description and Observations		
Receiving Water Name/ID:		
Observations:		
Odors	Yes ☐	No ☐
Floating material	Yes ☐	No ☐
Suspended Material	Yes ☐	No ☐
Sheen	Yes ☐	No ☐
Discolorations	Yes ☐	No ☐
Turbidity	Yes ☐	No ☐
Field Meter Calibration		
pH Meter ID No./Desc.: Calibration Date/Time:	Turbidity Meter ID No./Desc.: Calibration Date/Time:	

Field pH and Turbidity Measurements and SSC Grab Sample			
Upstream Location			
Type	Result	Time	Notes
pH			
Turbidity			
SSC	Collected Yes ☐ No ☐		
Downstream Location			
Type	Result	Time	Notes
pH			
Turbidity			
SSC	Collected Yes ☐ No ☐		

Additional Sampling Notes:
Time End:

NAL Exceedance Evaluation Summary Report	Page __ of __
Project Name	
Project WDID	
Project Location	
Date of Exceedance	
Type of Exceedance	**NAL Daily Average** ☐ **pH** ☐ **Turbidity** ☐ **Other (specify) _____**
Measurement or Analytical Method	☐ **Field meter** **(Sensitivity: _____)** ☐ **Lab method (specify) _____** **(Reporting Limit: _____)** **(MDL: _____)**
Calculated Daily Average	☐ **pH _____ pH units** ☐ **Turbidity _____ NTU**
Rain Gauge Measurement	**_____ inches**
Compliance Storm Event	**<u>Not greater than 1 inch in one hour</u> (20-year, 1-hour event)**
Visual Observations on Day of Exceedance	

NAL Exceedance Evaluation Summary Report	Page __ of __
Description of BMPs in Place at Time of Event	
Initial Assessment of Cause	
Corrective Actions Taken (deployed after exceedance)	
Additional Corrective Actions Proposed	
Report Completed By	_____ **(Print Name, Title)**
Signature	_____

CHAIN-OF-CUSTODY **DATE:** **Lab ID:**

DESTINATION LAB:							REQUESTED ANALYSIS				Notes:
ATTN:											
ADDRESS:											
Office Phone:											
Cell Phone:											
SAMPLED BY:											
Contact:											
Project Name											
Client Sample ID	**Sample Date**	**Sample Time**	**Sample Matrix**	**Container #**	**Container Type**	**Container Pres.**					

SENDER COMMENTS:	**RELINQUISHED BY**	
	Signature:	
	Print:	
	Company:	
	Date:	TIME:
LABORATORY COMMENTS:	**RECEIVED BY**	
	Signature:	
	Print:	
	Company:	
	Date:	TIME:

CSMP Attachment 4: Field Meter Instructions

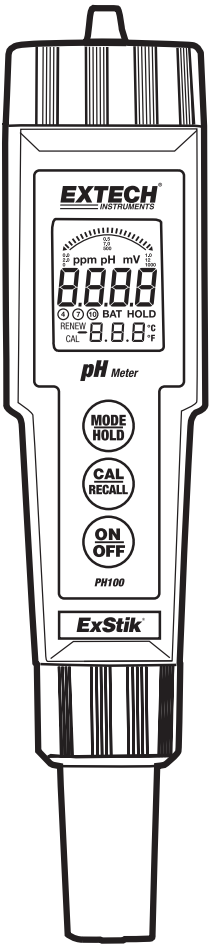
EXTECH INSTRUMENTS

USER GUIDE

ExStik™ Waterproof pH Meters

Models PH100 and PH110

Patent Pending



CE

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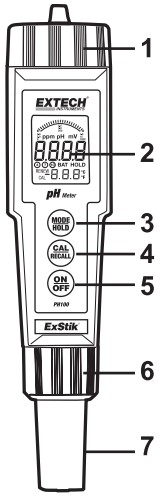
Introduction

Thank you for selecting the Extech Model PH100 and/or the model PH110 (refillable) meter. This instrument is designed for high accuracy pH testing. This device is shipped fully tested and calibrated and, with proper use, will provide years of reliable service. Please visit our website (www.extech.com) to check for the latest version of this User Guide, Product Updates, Product Registration, and Customer Support.

ExStik™ Description

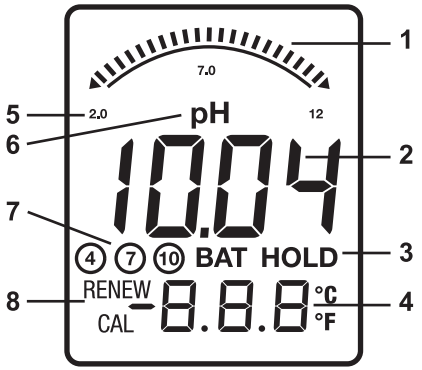
Front Panel Controls



1. Battery compartment cap
2. LCD Display
3. MODE / HOLD button
4. CAL / RECALL button
5. ON/OFF button
6. Electrode collar
7. Electrode (refillable)

(Electrode cap is not shown)

Display



1. Bargraph reading
2. Measurement reading
3. BAT (low battery) and HOLD (data hold) indicators
4. Temperature display
5. Bargraph scale designations
6. Units of measure
7. Calibration indicators
8. RENEW and CAL indicators

CAUTIONS

- This device is not a toy and must not reach children's hands. It contains hazardous objects as well as small parts that the children could swallow. In case a child swallows any of them, please contact a physician immediately
- Do not leave batteries and packing material lying around unattended; they can be dangerous for children if they use them as toys
- In case the device is going to be unused for an extended period of time, remove the batteries to prevent them from draining
- Expired or damaged batteries can cause cauterization on contact with the skin. Always, use suitable hand gloves in such cases
- See that the batteries are not short-circuited. Do not throw batteries into the fire.

Overview

pH Overview

pH is a unit of measure (ranging from 0 to 14pH) indicating the degree of acidity or alkalinity of a solution. pH tests are the most commonly performed measurements in water analysis and reports the negative log of the hydrogen ion activity of a solution which is an indicator of acidity or alkalinity. Solutions with a pH less than 7 are considered acidic, solutions with a pH higher than 7 are known as bases, and solutions with a pH of exactly 7 are neutral.

The pH scale is logarithmic so, for example, if sample A is 1 pH less than Sample B, this means that Sample A is 10 times more acidic then Sample B. A difference of 1 pH represents a ten-fold difference in acidity.

Getting Started

- For new meters, remove the battery cap and then remove the battery insulating strip.
- Remove the cap from the bottom of the ExStik™ to expose the electrode glass surface and reference junction
- Before first use or after extended storage, soak the electrode (with its cap removed) in a pH 4 solution for about 10 minutes
- White KCL crystals may be present in the cap. These crystals will dissolve in the soak or they can be simply rinsed with tap water
- Always calibrate close to the expected measurement value
- A sponge is located in the electrode protective cap. Keep this sponge soaked with a pH 4 solution to preserve Electrode life during storage

Replacing Electrodes

The ExStik™ is shipped with an electrode attached. Electrode life is limited and is dependent on (among other factors) frequency of use and care. If the electrode needs to be replaced, follow these steps for removing and connecting electrodes. Note that the PH110 has a refillable electrode.

1. To remove an electrode, unscrew and completely remove the electrode retaining collar.
2. Gently rock the electrode from side to side, pulling it away from the meter, until it disconnects.
3. To attach an electrode, carefully plug the electrode into the meter socket (note that the electrode connector is keyed, ensuring proper connection).
4. Secure the electrode in place by tightly turning the collar in place. (a rubber gasket seals the electrode with the meter).

Automatic Electrode Recognition

When the ExStik™ is turned on, it recognizes the type of electrode that is connected and displays the appropriate unit of measure. Attach electrode before turning the ExStik™ on.

Powering the ExStik™

If the batteries are weak, the 'BAT' indicator appears on the LCD. Press the ON/OFF key to turn the ExStik™ on or off. The auto power off feature shuts the ExStik™ off automatically after 10 minutes of inactivity to preserve battery life.

Operation

Overview

When the electrode is placed in a solution, the main display and bargraph indicate the pH reading while the lower display reads temperature (readings flash until they have stabilized). The bargraph is ‘center zero’, i.e. at pH 7 there is no display. As the pH rises, the bar moves from the center to the right. If the pH drops, the bar moves from the center to the left.

pH Calibration (1, 2, or 3 points)

A two point calibration with a buffer of 7 plus 4 or 10 (whichever is nearest to the expected sample value) is always recommended. A one point calibration (choose the value closest to the expected sample value) is also valid. For best accuracy, always calibrate at the sample temperature.

1. Place the electrode into a buffer solution (4, 7, or 10) and momentarily press the CAL key. pH 7 should be calibrated first, then 4 and/or 10 pH.
2. The ExStik™ automatically recognizes the solution and calibrates itself to that value. Note: If the solution is more than 1pH off from the 4, 7, or 10pH standard, the ExStik™ will assume an error and abort the calibration. CAL and END will be displayed.
3. During calibration, the pH reading flashes on the main display.
4. When calibration is complete, the ExStik™ automatically displays ‘END’ and returns to normal operation mode.
5. The appropriate circled indicator ④ ,⑦ , or ⑩ will appear on the LCD when a calibration has been completed. The calibration data is stored until a new calibration is performed.
6. For a two or three point calibration, repeat steps 1-4.

Note: Always turn the meter off and then on before calibrating to allow sufficient time to complete the calibrations during one power cycle. If the meter auto powers off during calibration the calibrations remain valid, but new calibrations will turn the circled indicators off.

Note: The Automatic Temperature Compensation (ATC) circuit is not active during calibration. To ensure a more accurate calibration, make sure that the calibration buffers are at 25°C (77°F).

RESET

If the meter will not calibrate or displays a -1, reset the meter and attempt to re-calibrate.

1. Turn off the meter.
2. Remove the battery cartridge from the top of the meter.
3. Press the On/Off button for 10 seconds to bleed off all charges within the meter.
4. Re-insert the batteries and power on the meter.
5. Attempt to re-calibrate the meter.

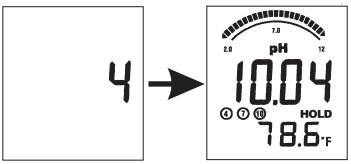
Changing the Displayed Temperature Units

Press and hold the CAL button for approx. 3 seconds. The °C or °F icon will change first and the numerical temperature value will change *after* the button is released. If the Calibration mode is accidentally accessed ‘CAL’ appears on the LCD. Simply turn the ExStik™ off and start again.

Data Hold

Momentarily press the MODE button to freeze the current reading. The HOLD display icon will appear along with the held reading. The held reading will also be stored in memory. Momentarily press the MODE key to return to normal operation.

15-Storing Readings into Memory



1. Momentarily press the MODE button to store a reading. The LCD will briefly display the memory location number and then the value stored (Data Hold will activate).
2. Momentarily press MODE again to return to normal operation.
3. Repeat step 1 to store the next reading and so on.
4. After 15 readings are stored the ExStik™ will return to memory location 1 and start overwriting existing data with newly stored data.

Recalling Stored Readings

Note: Check that the HOLD symbol is not displayed. If it is, exit the HOLD function by momentarily pressing the MODE button.

1. Momentarily press the CAL button and then press the MODE button immediately after CAL is displayed; the storage location number (1 through 15) will flash. If the CAL mode is accidentally accessed (display flashing), press the CAL button again to exit.
2. The last reading stored will be displayed first. To advance through the stored readings, momentarily press the MODE button. The location number is displayed first, followed by the reading stored in that location.
3. To exit the recall mode, momentarily press the CAL button and the ExStik™ will return to normal operation.

CAL Reminder Display

When the ExStik™ is turned on in the pH mode for the 15th time without recalibration, the 'CAL' icon appears on the LCD indicating that the ExStik™ may require calibration. Some applications may require recalibration of the electrode more frequently than others. The CAL display is simply a reminder and will turn off when the pH electrode is recalibrated.

RENEW Display

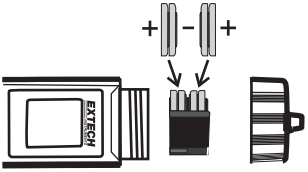
A flashing 'RENEW' warning indicates that the probe may be nearing the end of its useful life. If cleaning or recalibration does not cause the RENEW icon to disappear, replace the electrode. The RENEW display appears when the output of the pH electrode fails a diagnostic test.

Considerations

- If the unit appears to be locked (display frozen) it is possible that the Data Hold mode has been inadvertently accessed by pressing the MODE button. Simply press the MODE button again or turn the meter off and restart if the display appears frozen.
- If the meter does latch up and no button presses revive it, remove the batteries, push the ON button for 10 seconds and then reinsert the batteries.
- Note that if the batteries are removed, any stored readings will be discarded. Also, the user calibration data for pH will be cleared. New user pH calibration data is required. Factory calibration data for all models will be retained, however.

Battery Replacement

1. Twist off the battery compartment cap
2. Replace the four (4) 2032 batteries observing polarity.
3. Replace the battery compartment cap



Never dispose of used batteries or rechargeable batteries in household waste. As consumers, users are legally required to take used batteries to appropriate collection sites, the retail store where the batteries were purchased, or wherever batteries are sold.

Disposal: Do not dispose of this instrument in household waste. The user is obligated to take end-of-life devices to a designated collection point for the disposal of electrical and electronic equipment.

Other Battery Safety Reminders

- Never dispose of batteries in a fire. Batteries may explode or leak.
- Never mix battery types. Always install new batteries of the same type.

pH Electrode Refilling *(pH110/115 refillable electrode only)*

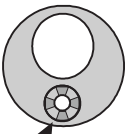
The refillable electrode does not need to be detached from the body of the ExStik™ in order to perform the refilling procedure. Refillable electrodes (PH115) have a removable reference junction (slotted) and the word REFILLABLE on the side of the electrode housing.

Removing the Reference Junction

The removal tool supplied with the PH113 Refill Kit is used to remove the reference junction from the sensing surface of the electrode. If the reference junction does not have slots for the 'teeth' of the removal tool to lock onto, the electrode is NOT refillable.

Holding the electrode upside down, unscrew and remove the reference junction using the removal tool.

Junction removal tool



Reference junction

Filling the Electrode

1. Once the reference junction is removed, fill the cavity with the refill solution supplied in the Refill Kit.
2. Replace the reference junction using the removal/installation tool. (Spare junctions are provided if needed).

Filling Solution

The supplied container includes 15ml of filling solution. There is enough solution for 4 to 5 refills. Use only the supplied solution for refilling the electrode.

Specifications

Display	Multifunction LCD with Bargraph
Operating conditions	32 to 122°F (0 to 50°C) / < 80% RH
Range and Accuracy	0.00 to 14.00 / ± 0.01pH typical
Temp. Compensation	Automatic from 32 to 194°F (0 to 90°C)
Temperature Range	23 to 194°F (-5 to 90°C)
Temperature Resolution	0.1° up to 99.9 then 1° thereafter
Temperature Accuracy	± 1°C/1.8°F [from -5 to 50°C (23 to 122°F)]
	± 3°C/5.4°F [from 50 to 90°C (122 to 194°F)]
Measurement storage	15 tagged (numbered) readings
Power	Four (4) CR2032 button batteries
Low battery indication	'BAT' appears on the LCD
Auto power off	After 10 minutes of inactivity
Dimensions	1.4x6.8x1.6"(35.6x172.7x40.6mm); 3.85oz (110g)

Optional Accessories

- Tripak buffers with 4, 7 & 10 pH capsules (6 each) plus two rinsing solutions (Part Number: PH103)
- pH 4.01 buffer, pint, (Part Number PH4-P)
- pH 7.00 buffer, pint, (Part Number PH7-P)
- pH 10.00 buffer, pint, (Part Number PH10-P)
- Spare pH Electrode – non-refillable (Part Number: PH105)
- Spare pH Electrode - refillable (Part number PH115)
- Electrode Refill solution (Part number PH113)
- Spare ORP electrode (Part Number: RE305)
- Spare Chlorine electrode (Part Number: CL205)
- Weighted base with 5 solution cups (Part Number: EX006)

Note: If the unit is to be converted for ORP or Chlorine use by attaching the proper electrode, please visit www.extech.com to download the proper User Guide

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ISO-9001 Certified
www.extech.com

Instruction Manual

TN-100/ T-100

Portable Turbidimeter

OAKTON®

EUTECH INSTRUMENTS
Technology Made Easy...

ISO 9001 CERTIFIED

68X357701

Rev. 0.1 05/03

Preface

This manual functions in two ways: first as a step by step guide to help you operate the waterproof TN-100/ T-100 turbidimeter; second, it serves as a handy reference guide.

It contains basic instructions that you must follow during the operation, care and maintenance of the instrument. The safety protection provided by this equipment may be impaired if it is used in a manner not described in this manual. It is recommended that all operators should read this manual prior to working with this instrument.

Eutech Instruments/ Oakton Instruments cannot accept any responsibility for damage or malfunction to the meter caused by improper use of the instrument.

The information presented in this manual is subject to change without notice as improvements are made, and does not represent a commitment on the part of Eutech Instruments Pte Ltd/ Oakton Instruments.

Note: Eutech Instruments Pte Ltd/ Oakton Instruments reserves the right to make improvements in design, construction, and appearance of our products without notice.

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Oakton Instruments

Rev. 0.1 05/03

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1 OVERVIEW

Thank you for selecting the waterproof portable TN-100/ T-100 turbidimeter. The TN-100/ T-100 allows you to measure turbidity of an aqueous sample in the field. This instrument operates on the nephelometric principle of turbidity measurement and is designed to meet the criteria specified in ISO 7027 and DIN 27027 standards (see Measurement Principle on page 19).

1.1 Unpacking TN-100/ T-100 Meter and Accessories

The table below indicates the items that you should find in your turbidimeter shipment.

Item	Quantity
1. Field Portable TN-100/ T-100 Turbidimeter with 4 “AAA” batteries	1
2. Instruction Manual	1
3. Instrument Carrying Case	1
4. Calibration Set (0.02, 20.0,100, 800 NTU Standards)	1
5. Empty Vials	3
6. Plastic bottle (empty – for collecting sample)	1
7. Silicone Oil	1
8. Lint free cloth	1

Remove TN-100/ T-100 turbidimeter from the packing carton. Carefully inspect all items to ensure that no visible damage has occurred during shipment. If the items you received do not match your order, please contact your nearest distributor immediately.

> ***WARNING**: Extra care should be taken when unpacking, opening, and handling the calibration standards and sample vials. Surface scratches or finger smudges on the vial surface may cause measurement errors. Handle these items by their caps only.*

Batteries provided with the meter package are to be installed prior to use. See Section 1.4 - Battery Installation on page 4.

Figure 1 depicts the meter. The three main components of the instrument are the sample well, the display, and the keypad. The following sections will describe the functionality of the display and the keypad. The proper use of the instrument and the sample well will be discussed in later sections.

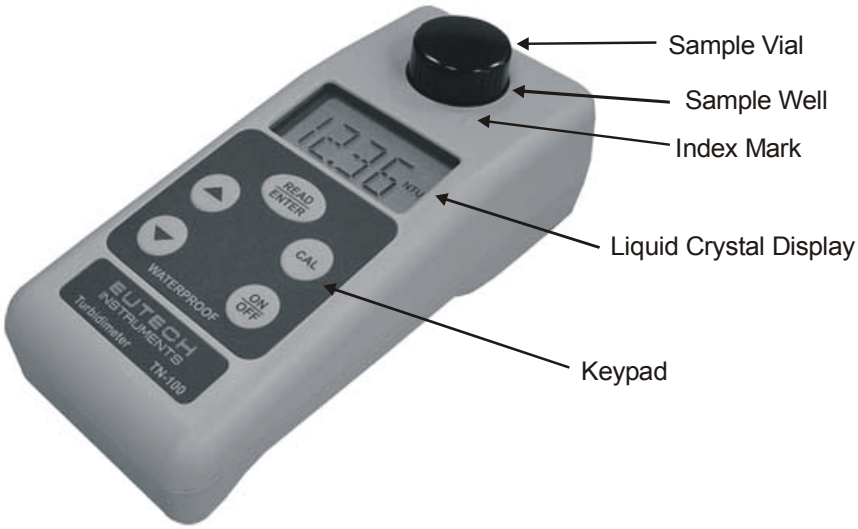


Figure 1: Parts of TN-100/ T-100 Turbidimeter

1.2 Display

All the LCD segments and annunciators that can appear on the display are shown in Figure 2. The display is used for reporting the turbidity reading and to provide guidance for the operation of the instrument. In addition, the display has several other annunciators that are used to communicate error messages and provide user guidance.

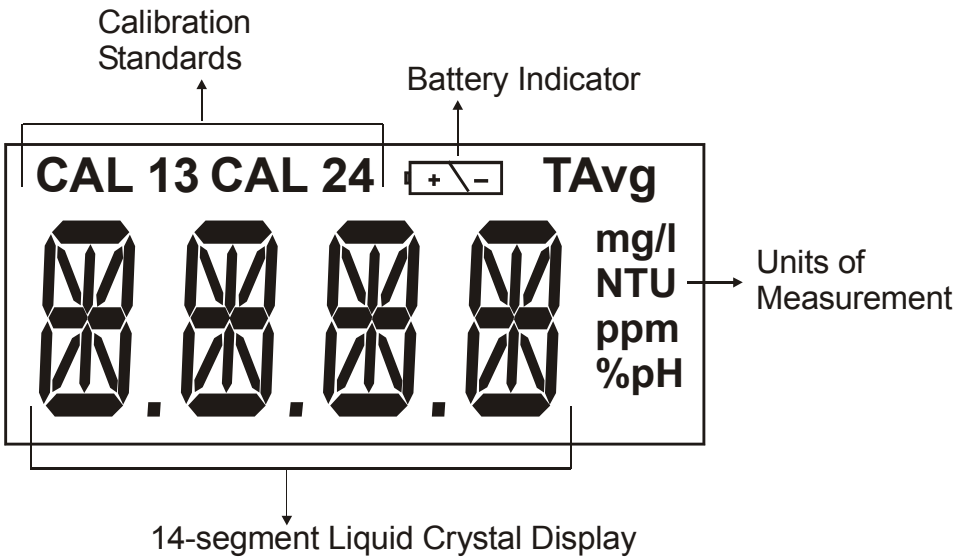
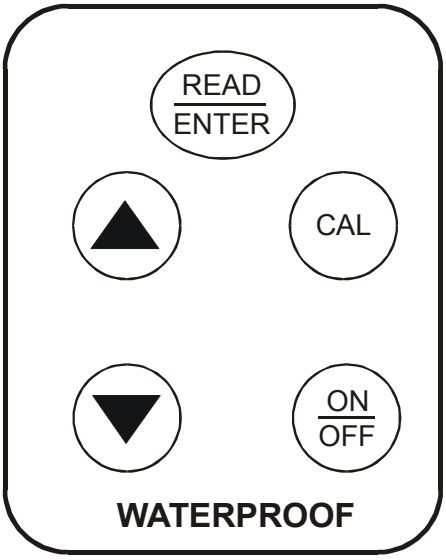


Figure 2: Customized LCD when switched on

1.3 Keys and Functions

The keypad has five keys: ON/OFF, CAL, ▲, ▼, and READ/ENTER.

Keys	Functions
ON/OFF	- Powers on and shuts off the meter. With the auto switch-off feature the meter automatically shuts off 20 minutes after last key press.
CAL	- Initiates the calibration mode of the meter. When pressed, the meter is set to accept the first calibration standard. - It is also used to exit the calibration mode if the user does not want to follow the complete calibration procedure.
READ / ENTER	- When in measurement mode, the READ/ENTER key is used to perform a measurement. - *Single-shot measurements*: When the key is pressed and released immediately (a quick key stroke of less than 0.3 seconds), the display will blink [-Rd-] for 10 times and then display the measured value. - *Continuous measurements*: If the READ/ENTER key is pressed and held, the instrument will perform a continuous measurement during which the display is updated every 2 seconds. This can be used for indexing vials. (This function is not available in calibration mode). After the READ/ENTER key is released, the instrument will automatically perform a single-shot measurement. - When in calibration mode, the READ/ENTER key is used to confirm the measurement for the calibration standards.
▲and▼	- Active only during calibration mode. These keys are used to select the calibration point in an incremental/ decremental manner. *NOTE: This meter is also fitted with an auto incrementing feature, i.e. after the successful calibration of one point it auto selects the next calibration point, or automatically exits the calibration mode after the fourth calibration point.*



1.4 Battery Installation

Four AAA-sized batteries are included in your meter's packaging:

1. Use a Philips screwdriver to remove the two screws holding the battery cover. See Figure 3.
2. Remove the battery cover.
3. Insert the batteries. Follow the diagram inside the cover for correct polarity.
4. Replace the battery cover onto its original position using the two screws removed earlier.
5. The meter is now ready to operate.

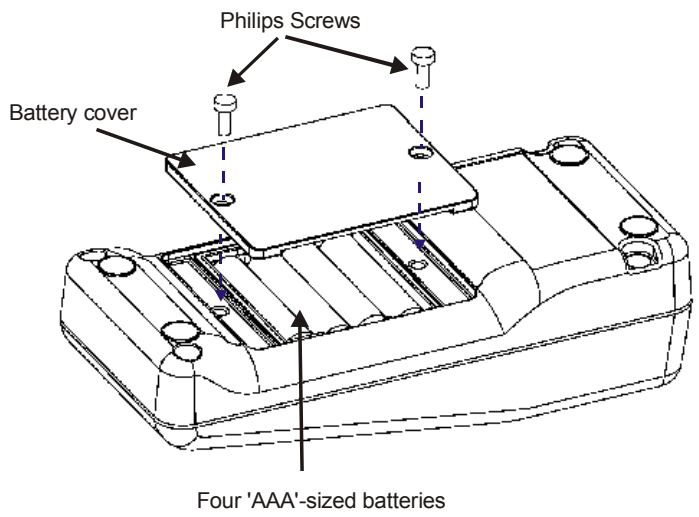


Figure 3: Battery Installation

> *NOTE:*
>
> *Dispose used batteries in accordance with your local regulations.*

2 TURBIDITY CALIBRATION

The TN-100/ T-100 turbidimeter was calibrated and tested prior to leaving the factory. Therefore, it is possible to use the instrument directly out of the box. However, re-calibration of the instrument is recommended to help you become familiar with the operation of the instrument and the calibration procedures. In addition, re-calibration is recommended at least once every month for optimum accuracy.

It is recommended that you perform a full calibration using all 4 standards provided to ensure full-range accuracy.

However, the TN-100/ T-100 turbidimeter provides flexibility for you to calibrate at selected ranges suitable for your application.

2.1 Calibration Standards

We recommend that you use the following materials during calibration to achieve the accuracy stated in this manual:

- **CAL 1**: 800 NTU Calibration Standard
- **CAL 2**: 100 NTU Calibration Standard
- **CAL 3**: 20.0 NTU Calibration Standard
- **CAL 4**: 0.02 NTU Calibration Standard

It is well known that diluted Formazin is unstable. If you choose to use Formazin to calibrate the instrument, ensure that you are using a fresh stock suspension of Formazin to achieve the accuracy quoted for the instrument. Calibration standards offered are more stable than Formazin and have a limited shelf life of 12 months. If you use the supplied calibration standards to calibrate the instrument, review the expiration date (indicated on cap label) to ensure that the standards have not expired.

2.2 Indexing

Due to the high quality of the glass vials provided, indexing is not required. You only need to align the mark on the vial with the mark on the meter.

However, in order to achieve a better accuracy of the measurement, you can proceed with indexing of the vials. See Section 8.5 - Indexing a Vial on page 20 for more information.

2.3 Calibration Procedure

1. Place TN-100/ T-100 turbidimeter on a flat and level surface.
2. Select the calibration function of the instrument by pressing the CAL button once. The [CAL] annunciator will blink momentarily and the meter will prompt for the first calibration standard CAL 1 standard (800 NTU).
3. Insert the CAL 1 standard (800 NTU) into the sample well, aligning the mark on the vial with the mark on the meter. See Figure 10 on page 12.
4. Press down until the vial snaps fully into the instrument.
5. Press READ/ENTER key.
6. The [CAL 1 800 NTU] annunciator will blink for about 12 seconds. When the instrument has completed calibration for this point, it prompts you to insert the next calibration standard into the sample well [CAL 2 (100 NTU).
7. Repeat the calibration sequence for each calibration standard.
8. After you successfully calibrate the CAL 4 standard (0.02 NTU), the display will show [STbY].
9. The meter is now ready to perform next measurement.

Figure 4 shows the complete calibration sequence.

NOTES:

1. *If you wish to exit the calibration mode you may do so at the end of any step by pressing the CAL key. The meter will accept only the values calibrated prior to exiting.*
2. *You can skip a calibration point by pressing ▲ or ▼ keys and move on to the next calibration point.*
3. *After a successful calibration of one point, it will auto select the next calibration point. It will automatically exit calibration mode after the fourth calibration point.*
4. *If an error occurs during calibration, the display will present an error message. The meter will abort calibration and return to the measurement mode without saving the last calibration value.*
5. *For a list of error messages, refer to Section 4: Troubleshooting Guide on page 15.*

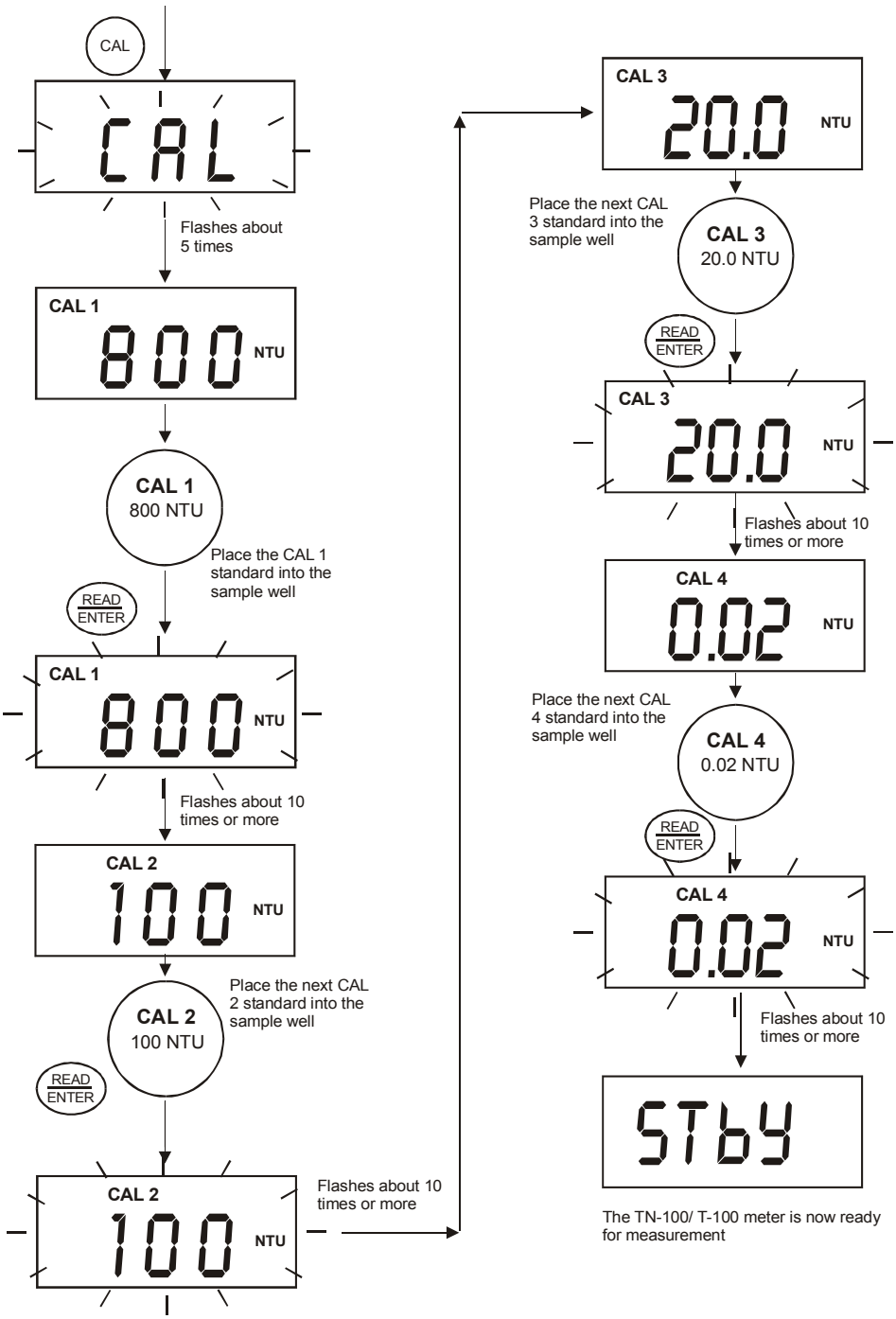


Figure 4: Calibration Sequence

2.4 Restoring Factory Calibration

The TN-100/ T-100 turbidimeter allows you to reset the meter back to the factory default calibration values. This feature is extremely useful when there are errors in calibration or when you have new calibration standards.

1. With the meter switched off, press ▲ and ON/OFF keys simultaneously for about 2 seconds.
2. The display will flash [URST] (User-Reset) for 2 seconds and show [No], which is the default value.
3. Use ▲ or ▼ key to select between [YES] or [No].
   - [YES] = To restore meter back to factory calibration values
   - [No] = To retain last calibrated values
4. After selecting [YES] or [No], press READ/ENTER key.
5. The display will flash [--Rd--] 10 times.
6. Once it stops flashing, it will show [--Rd--]. It is now ready to take turbidity measurements.

Figure 5 shows the sequence for restoring factory calibration values.

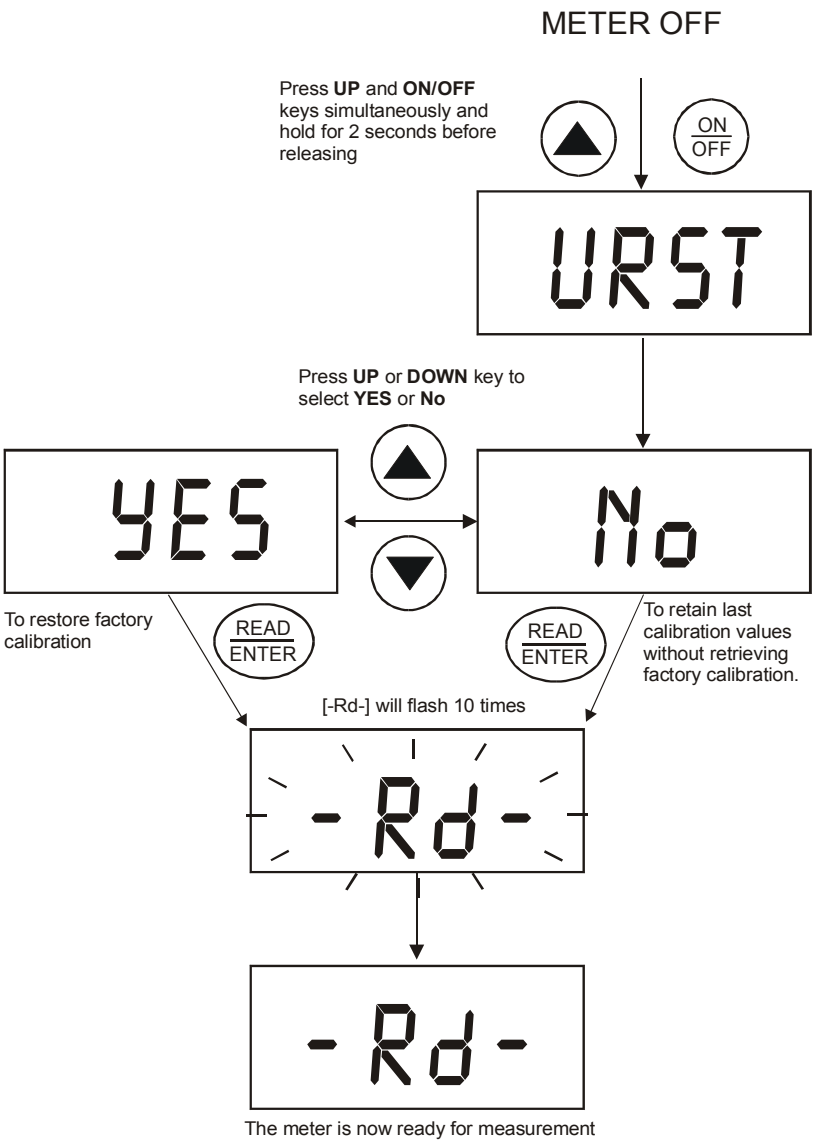


Figure 5: Restoring Factory Calibration

3 TURBIDITY MEASUREMENT

3.1 General Information

The waterproof TN-100/ T-100 turbidimeter allows you to measure the turbidity of a grab sample. The turbidity is reported in Nephelometric Turbidity Units (NTU). Readings above 1000 NTU are outside the range of this instrument.

> *NOTE:*
>
> *Before switching on the TN-100/ T-100 turbidimeter, a sample vial MUST be placed in the sample well. You can use any of the calibration standards for this purpose.*

The meter will go through a power sequence as shown in Figure 6.

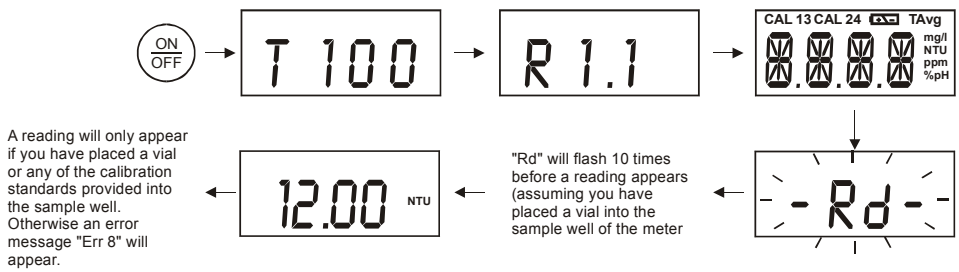


Figure 6: Power-up sequence

3.2 Turbidity Measurement Procedure

An accurate turbidity measurement depends on good measurement techniques. Factors such as clean sample vials, positioning of vial in the sample well, meter calibration, handling of meter, and others, have to be taken into consideration. Please see Section 5.1: Vials – Handling, Cleaning and Care on page 16 and Section 9: ADDENDUM 2: Guide to Good Measurement Technique on page 21 for more information.

3.2.1 Preparation of Sample Vial

1. Grab liquid with the plastic bottle provided.
2. Obtain a clean and dry sample vial (Figure 7).
3. Take care to handle the sample vial by the top.
4. Rinse the vial with approximately 10 ml of the sample water, capping the vial with the black screw cap and gently inverting it several times. Discard the used sample and repeat the rinsing procedure two more times.
5. Fill the rinsed vial with the remaining portion (approximately 10 ml) of the grab sample up to the mark indicated in the vial. Cap the vial with the supplied black screw cap.

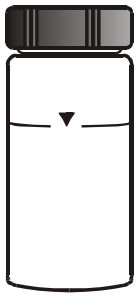


Figure 7: Sample Vial

6. Wipe the vial with the soft, lint-free cloth supplied. Ensure that the outside of the vial is dry, clean and free from smudges.
7. Apply a thin film of silicone oil (supplied) on the sample vial (see Figure 9). Wipe with a soft cloth to obtain an even distribution over the entire vial's surface.

> *NOTES:*
> 1. *The purpose of oiling the vial is to fill small scratches and to mask the imperfection in the glass.*
> 2. *Do not apply large quantity of oil as this may collect dirt and dust.*

8. You are now ready to place the vial into the meter for measurement.

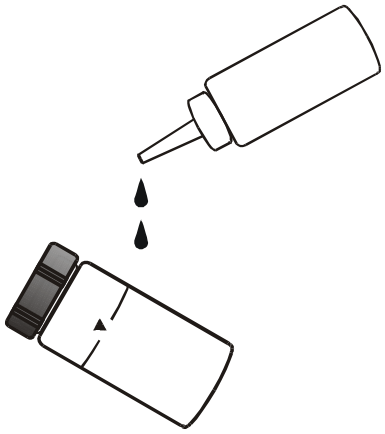


Figure 9: Apply a thin film of silicone oil

3.2.2 Measurement Procedure

1. Place TN-100/ T-100 turbidimeter on a flat and level surface.
2. Place the sample vial inside the sample well and align the vial's mark with the meter's index mark. See below.

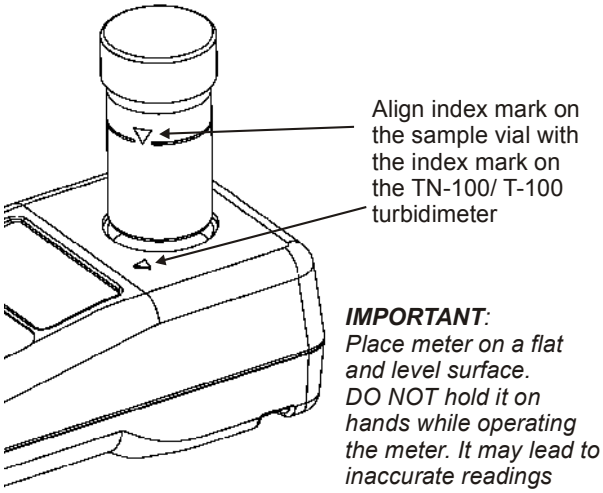


Figure 10: Align sample vial's mark with meter's index mark

3. Push the vial in until it is fully snapped in.
4. Turn on the meter by pressing the ON/OFF key.
5. After the power-sup sequence, the display blinks [--Rd--] for about 12 seconds. See Figure 11.
6. A value will appear. Note the reading.
7. If necessary, please the second sample vial into the sample well. Remember to align the vial's mark with the meter's index mark.
8. Press READ/ENTER key. The display blinks [-- Rd --] and a value will appear. Note the reading.
9. Repeat steps 2 through 8 for all of your samples.

Measurement mode can start from either situation:
1. [STbY] after calibration;
2. After powering up the meter

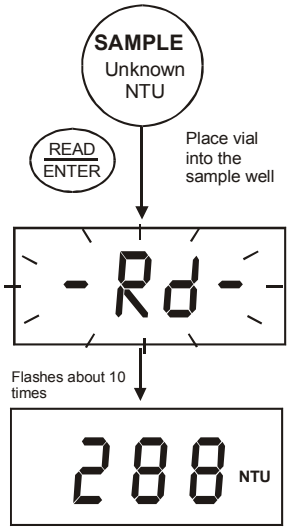


Figure 11: Reading turbidity value

NOTE:

1. *NEVER pour liquid directly into the sample well of the instrument. Always use a vial. The instrument will only accurately measure the turbidity of a sample when vials sealed with the black caps are used. The black cap serves as both seal and a light shield.*
2. *NEVER attempt to clean the sample well. The optics may be damaged.*
3. *The instrument will automatically power off 20 minutes after the last key press for battery conservation.*

3.3 Single-Shot or Continuous Measurement

You can use TN-100/ T-100 turbidimeter to take a single reading or perform continuous measurement. The latter is only used for indexing the vials. See Section 8.5 - Indexing a Vial on page 20 for more information.

For single-shot measurement:

1. Make sure the meter is sitting on a flat and level surface and is in measurement mode. The display shows the last measured value or [STbY] after exiting calibration mode.
2. Place sample vial in the sample well.
3. Press READ/ENTER key and release immediately (<0.3 seconds). See Figure 12.
4. The display will blink [--Rd--] for 10 times or more and then display the measured value.

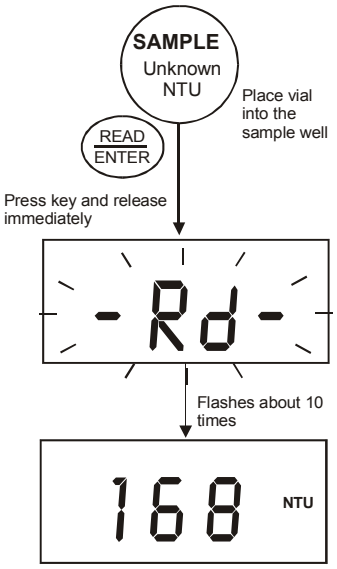


Figure 12: Single-shot measurement

For continuous measurement:

1. Make sure the meter is sitting on a flat and level surface and is in measurement mode. The display shows the last measured value or [STbY].
2. Place the sample vial in the sample well.
3. Press READ/ENTER key and hold. See Figure 13.
4. Wait for the reading to stabilize before rotating the sample vial.

> *NOTE:*
>
> *During continuous measurement, the display is updated every 2 seconds. The displayed reading may not be the actual turbidity value. For accurate measurement, use single-shot measurement.*

5. You can rotate the sample vial for indexing purpose. See Section 8.5 - Indexing a Vial on page 20 for more information.
6. Once you release the READ/ENTER key, the meter will automatically perform a single-shot measurement.

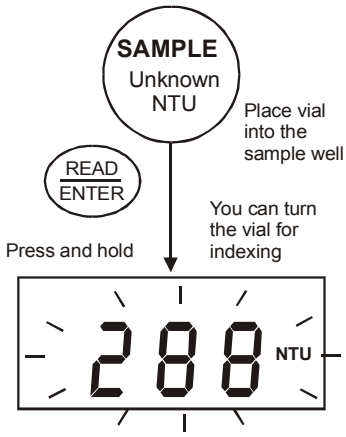


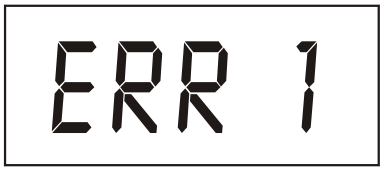
Figure 13: Continuous measurement

> *NOTES:*
>
> 1. *After a measurement is completed and the display is updated, a 4-second recovery time occurs before the meter can perform another function. If any key is pressed during the recovery time, the meter will perform the corresponding action at the end of the recovery period.*
> 2. *When performing a measurement, if the meter detects stray light exceeding the amount equivalent to 0.02 NTU in the low range, the measurement is immediately aborted and an error message [ERR 8] is displayed. Ensure the vial sits properly into the sample well. Press the ENTER/READ key to re-do the measurement.*

4 TROUBLESHOOTING GUIDE

The TN-100/ T-100 turbidimeter routinely performs self-diagnostics, and will automatically generate messages to provide you with specific diagnostic information. These messages are for your use and do not indicate a reduction in the performance of the instrument or a failure of any component in the instrument, unless otherwise stated in this list.

LCD Message	Description	Correction Actions
ERR 1	Calibration Error. The meter is unable to recognize the 800 NTU Calibration Standard.	Make sure you use the correct 800 NTU calibration standard. *
ERR 2	Calibration Error. The meter is unable to recognize the 100 NTU Calibration Standard.	Make sure you use the correct 100 NTU calibration standard. *
ERR 3	Calibration Error. The meter is unable to recognize the 20.0 NTU Calibration Standard.	Make sure you use the correct 20.0 NTU calibration standard. *
ERR 4	Calibration Error. The meter is unable to recognize the 0.02 NTU Calibration Standard.	Make sure you use the correct 0.02 NTU calibration standard. *
ERR 5	Calibration Error. There is not sufficient signal to achieve the appropriate resolution in the 0-1000NTU range.	Re-do calibration with all 4 standards provided. *
ERR 6	General Calibration Failure. There is not sufficient signal to achieve the appropriate resolution in the 0-100NTU range.	Re-do calibration with all 4 standards provided. *
ERR 7	General Calibration Failure. There is not sufficient signal to achieve the appropriate resolution in the 0-20 NTU range.	Re-do calibration with all 4 standards provided. *
ERR 8	Excessive stray light detected.	Make sure the vial is fully snapped in the sample well.
ERR 9	Lamp Failure.	Return unit.
Or	When Turbidity value is above the measurement range(>1000NTU)	Dilute sample. See Section 9.7 on page 23.
+ –	Low battery indication. The batteries need to be replaced.	Replace batteries.



* If an error message appears, take the appropriate corrective action and re-do the desired procedure. If the problem persists, contact Eutech Instruments or your dealer. See Sections on Warranty and Return of Items on page 24.

5 ROUTINE MAINTENANCE

The supplied carrying case is optimal for protecting the instrument. If you do not plan on leaving the instrument in the supplied carrying case, when not in use, ensure that the instrument has been turned off and that a clean sample vial fitted with a black cap has been placed in the sample well. This will ensure that a minimal amount of dust and/or debris will be able to settle on the optics of the instrument.

5.1 Vials – Handling, Cleaning and Care

Proper measurement of the turbidity of a sample requires the use of a vial that is free of marks, smudges, scratches and any bacterial growth.

Therefore, sample vials must be handled with absolute care to avoid contamination or damage, which might change the optical characteristics of the glass. Scratches, fingerprints, and water droplets on the sample vial or inside the sample well can cause stray light interference leading to inaccurate readings.

Cleaning the vial is accomplished by washing the interior and exterior of the vial in a detergent solution. Once cleaned, the vial should be rinsed thoroughly 8 to 10 times with clean distilled water to eliminate the possibility of detergent buildup and streaking.

Vials can also be acid washed periodically and coated with a special silicone oil to fill small scratches and mask the imperfections in the glass. Since the silicone oil required for this application should have the same refractive characteristics as glass, it is recommended that the oil be obtained from us. Care should be taken not to apply excessive oil that could attract dirt or contaminate the sample well of the meter. Once the oil has been applied to the vial, the excess oil should be removed with a lint-free cloth. The result should be a sample vial surface with a dry appearance, but with all imperfections filled with oil.

Sample vials should always be handled from the top or by the cap to avoid fingerprints or smudges. After a vial has been filled with a sample and capped, the outside surface should be wiped with a clean, lint-free absorbent cloth until it is dry. Cleaned and dried vials should be stored with the black caps on. The vials can be stored in the carrying case. During normal operation you may use any typical glass cleaner along with a lint free cloth or tissue (Kimwipes®), to clean the outside of the vials.

Condensation may appear on the vial when your sample is very cold and the relative air humidity is high. When this happens, the turbidity that you read may be higher than the actual turbidity due to the light scattered by the condensate on the vial. If you find yourself in this circumstance, you can alleviate the problem by either coating the vial with an anti-fogging agent, or by running warm water over the vial for a short period of time to warm the sample prior to measurement.

6 ACCESSORIES

The items shown below are recommended accessories and replacement parts for the instrument.

Item Description	Eutech Instruments Order Code.	Oakton Instruments Order Code.
Waterproof TN-100/ T-100 portable turbidimeter with set of 4 calibration standards (800, 100, 20.0 & 0.02 NTU), set of 3 sample vials, lint-free cloth, silicone oil, batteries – all in a rugged carrying case.	EC-TN100	35635-00
Calibration Set for normal operation (includes 800, 100, 20.0 & 0.02 NTU Standards)	ECTN100CALKT	35635-50
Sample Vials – pack of 3 vials	ECTN100CUVKT	35653-55
Silicone Oil – 10ml	ECSILICONEOIL	~

To order any accessory or replacement part, please contact your nearest distributor or Eutech Instruments/ Oakton Instruments.

7 SPECIFICATIONS

MODEL NO.	TN-100/ T-100
Measurement Method	ISO 7027 compliant nephelometric method (90°)
Measurement Range	0 to 1000 NTU
Automatic Range Selection	0.01 – 19.99 NTU 20.0 – 99.9 NTU 100 – 1000 NTU
Resolution	0.01 NTU (0 – 19.99 NTU) 0.1 NTU (20 – 99.9 NTU) 1 NTU (100 – 1000 NU)
Accuracy	±2% of reading for 0 to 500 NTU; ±3% of reading for 501 to 1000 NTU.
Repeatability	± 0.01 NTU or ± 1% of reading, whichever is greater with gel samples
Response Time	< 6 seconds for full step change
Calibration Standards	0.02 NTU; 20 NTU; 100 NTU; 800 NTU
Standardization	EPA-approved polymer-based primary standards
Light Source	Infrared-emitting diode (850 nm wavelength)
Light Source Life	> 1,000,000 tests
Detector	Silicon photovoltaic
Stray Light	< 0.02 NTU
Display	4-digit 14-segments customized liquid crystal display with annunciators
Sample Cells	Borosilicate glass with screw caps, fill line and indexing mark. 51 (H) x 25 (Dia) mm (2 x 1 in)
Sample Volume Required	10 ml (0.33 oz)
Operating Temperature Range	0°C to 50°C (32°F to 122°F)
Sample Temperature Range	0°C to 50°C (32°F to 122°F)
Operating Humidity Range	0-90% RH, non-condensing at 30°C (86°F)
Power Supply	4 x “AAA” Alkaline Batteries (> 1200 readings)
Enclosure Type & Rating:	ABS Plastic / IP67 rated
Insulation Rating	Pollution Degree 2
Weight:	Meter: 200 g (7 oz) Meter with case: 1.25 kg (2.75 lb)
Dimensions	Meter: 6.8 (W) x 15.5 (L) x 4.6 (H) cm; (2.7 x 6.1 x 1.8 in) Meter with Case: 16 (W) x 35 (L) x 12 (H) cm; (6.3 x 13.8 x 4.7 in)

8 ADDENDUM 1: TURBIDITY

8.1 Definition

Turbidity is defined as an "*expression of the optical property that causes light to be scattered and absorbed rather than transmitted in straight lines through the sample.*"[1] That is, turbidity is the measure of relative sample clarity, not colour.

Water with cloudy or opaque appearance will have high turbidity, while water that is clear or translucent will have low turbidity. High turbidity value is caused by particles such as slit, clay, microorganisms, and organic matter. By definition, turbidity is not a direct measure of these particles but rather a measure of how these particles scatter light.

8.2 Why Is It Important?

For drinking water application, a turbidity value may give an indication of presence of bacteria, pathogens, or particles that can shelter harmful organisms from disinfection process. Therefore, turbidity measurement is particularly useful for water treatment plants to ensure cleanliness.

In industrial processes, turbidity can be part of quality control measure to ensure efficiency in treatment or manufacturing process.

8.3 Measurement Principle

There are two internationally accepted standard specifications for turbidity measurement. These are the international standard ISO 7027 and the US EPA method 180.1.

Basically the ISO 7027 is a more stringent standard and requires the use of a monochromatic light source. It also governs the design of a turbidimeter in the following areas: (1) Light source's wavelength; (2) Light sources' spectral bandwidth; (3) Measuring angle; (4) Aperture angle in water sample; (5) Distance traversed by incident light and scattered light within the sample; (6) Calibration standard.

The TN-100/ T-100 turbidimeter follows the ISO 7027 standard whose specification allows for greater reproducibility of the measured values and greater agreement between other measuring instruments.

[1] Provided by "Standard Methods for the Examination of Water and Wastewater, APHA, AWWA and WPCF, 16th Edition, 1985.

Figure 14 shows the waterproof TN-100/ T-100 turbidimeter basic optical system. It includes a light source and a detector to monitor the light scattered at 90° with respect to the incident beam.

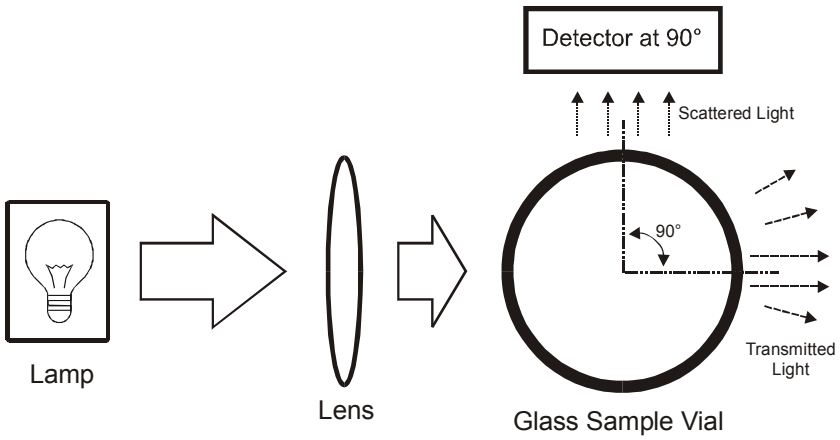


Figure 14: Basic Nephelometric arrangement for turbidity measurements

8.4 Nephelometric Turbidity Units (NTU)

Nephelometric Turbidity Units (NTU): Unit of measure used when relating the light scattered by a liquid media to the light scattered by a known concentration of a standard solution. This unit of measure is recognized as a measure of the optical clarity of an aqueous sample. NTU is the accepted unit of measurement for turbidity.

Another unit commonly used to measure turbidity is Formazin Turbidity Unit (FTU). The two units of measure of turbidity are equivalent: 1 NTU = 1 FTU.

8.5 Indexing a Vial

The United States Environmental Protection Agency (US EPA) recommends that vials used for turbidimeter calibration or sample measurement be indexed.

To index a sample vial, slowly rotate the vial throughout one complete revolution (360°). While rotating the sample vial, observe the display and locate the position that the vial is in which provides the lowest turbidity reading. This position is the indexed position of the vial.

Mark this position on the vial (not on the cap) against the mark on the meter.

After indexing a vial, make sure the vial will always be placed inside the sample well in the indexed position.

9 ADDENDUM 2: GUIDE TO GOOD MEASUREMENT TECHNIQUE

Turbidity is a very complex analytical measurement which can be affected by many factors. Some are inherent in the instrument's design such as angle of detection, light beam aperture, incident beam wavelength and colour sensitivity of the photocell.

However, there are other factors such as stray light, air bubbles and care of vial, which can be prevented through proper care of equipment and accessories, and in the operating procedure for measurement. Here are some points you may want to note:

9.1 Maintain sample vials in good condition

Sample vials must be meticulously clean and free from significant scratches. It should be treated on the outside with a thin coat of silicone oil. This is to mask minor imperfections and scratches that may contribute to stray light. Sample vials should be handled only by the top to avoid dirt accumulation (or deposits) and fingerprints that might interfere with the light path.

More information is found in Section 5.1 - Vials – Handling, Cleaning and Care on page 16.

9.2 Match Sample Vials

Best accuracy and repeatability of turbidity measurement are achieved using a single, indexed vial. However, for more convenience, different vials can be used for measurement provided their readings with the same solution are matched. That is, the meter gives identical readings or within the specified repeatability and accuracy of the meter.

Select a few vials. After the sample vials are cleaned, fill them with ultra-low turbidity water. Allow the sample vials to stand and for air bubbles to rise. Polish sample vials with silicone oil and take turbidity measurement at several points while rotating it in the sample well. Find the position where turbidity reading is the lowest and index it for each vial. Whenever these sample vials are used, use the indexed mark to position each vial into the sample well. Choose those vials that match the readings.

> *NOTE:*
>
> *Not all vials can be matched because of some manufacturing variations.*

9.3 Degassing

Air or other trapped gases should be removed before measurement.

Degassing is recommended even if no bubbles are visible. There are three methods commonly used for degassing:

- Addition of a surfactant: This involves adding a surfactant to the water samples to lower the surface tension of the water, thereby releasing trapped gasses.
- Application of a partial vacuum: Partial vacuum can be created by using simple syringe or vacuum pump. (This is only recommended for ultra-low turbidity measurement).
- Use of an ultrasonic bath: This may be effective in severe conditions or in viscous samples, but not recommended for ultra-low measurements.

Each of the method above has its own advantages and disadvantages. For instance, under certain sample conditions, the use of vacuum pump or ultrasonic bath may actually increase the presence of gas bubbles.

9.4 Timeliness of Sample

Samples should be measured immediately to prevent changes in particle characteristics due to temperature and settling. Temperature can affect particles by changing their behavior or creating new particles if precipitates are formed. Dilution water may dissolve particles or change their characteristics. It is recommended to take samples only when the turbidimeter is ready to be operated. Samples should not be drawn and allowed to sit while the instrument warms up or is being readied.

9.5 Other Important Sampling Techniques

1. Samples should not be violently shaken or agitated as particles can be broken apart or air may be entrapped into the fluid. Gentle agitation such as swirling the sample vial is advisable to reduce particle settling.
2. Sample vials should be used only with the instruments for which they were intended. Do not mix and match.
3. Perform a visual observation of the sample vial every time a measurement is made. Ensure that there are no visible bubbles in the sample and the vial is clean and free of scratches.
4. Samples entering the turbidimeter should be at the same temperature as the process flow samples. Changes in temperature can cause precipitation of soluble compounds and affect readings.
5. Sample vials should be evaluated with a low turbidity water (after cleaning) to determine if cells remain matched. If the evaluation determines that a cell is corrupted, discard the vial. It is recommended to conduct this evaluation weekly.
6. When in doubt or question about whether a sample vial is too scratched or stained, throw it away.

9.6 Calibration

1. Do not open the vials with calibration standards.
2. Check that the standards have not expired.
3. Make sure the calibration vials are free of dust, smudges and scratches before use.
4. Conduct the calibration in the same manner each time. Variations in how calibration is performed could yield inaccurate measurements.
5. It is very important that the user(s) who perform calibration have been trained to do so. Creating a Standard Operating Procedure (SOP) for the user(s) to read, learn, and practice may help to ensure accuracy.

9.7 Dilution

This dilution procedure is necessary only when your turbidity measurement is above 1000 NTU.

1. To measure the turbidity above 1000 NTU, dilute the sample with turbidity-free water.
2. Turbidity-free water can be obtained by filtering deionized water through a < 0.2μm filter membrane with precision-sized pores.
3. Measure the volume of the sample before dilution and record the value in ml (Vs).
4. Take a known volume (Vd) of dilution water and add it to the sample.
5. Pour 10 ml of the diluted sample in a clean vial and measure the turbidity of the diluted sample. Record this value in NTU (Td).
6. Calculate the true turbidity (T) of the original sample - in NTU - using the following formula:

$$T = Td * (Vs + Vd) / Vs$$

Example:

- Dilute 20 ml of the original sample (whose turbidity is above 1000NTU) with 50 ml of dilution water.
- Measure the turbidity of the diluted sample.
- If the reading is 300 NTU, the turbidity of the original sample is 1050 NTU. (In this case: Td=300NTU, Vs=20ml, Vd=50ml, so T = 300 * (20+50) / 20 = 300*70/20 = 21000/20 = 1050)

10 WARRANTY

The TN-100/ T-100 meter is supplied with a **2-year** warranty from manufacturing defects and calibration standards for **6 months**.

If repair or adjustment is necessary and has not been the result of abuse or misuse within the designated period, please return – freight pre-paid – and correction will be made without charge. Eutech Instruments/ Oakton Instruments will determine if the product problem is due to deviations or customer misuse.

Out of warranty products will be repaired on a charged basis.

Exclusions

The warranty on your instrument shall not apply to defects resulting from:

- Improper or inadequate maintenance by customer
- Unauthorized modification or misuse
- Operation outside of the environment specifications of the products

Waterproof Seal: Opening the instrument enclosure (excluding the battery compartment) may void the warranty.

11 RETURN OF ITEMS

Authorization must be obtained from our Customer Service Department or authorized distributor before returning items for any reason. A “Return Goods Authorization” (RGA) form is available through our Authorized Distributor. Please include data regarding the reason the items are to be returned. For your protection, items must be carefully packed to prevent damage in shipment and insured against possible damage or loss. Eutech Instruments/ Oakton Instruments will not be responsible for damage resulting from careless or insufficient packing. A restocking charge will be made on all unauthorized returns.

NOTE:

Eutech Instruments Pte Ltd/ Oakton Instruments reserve the right to make improvements in design, construction, and appearance of products without notice.

CALIBRATION CHECKLIST

Month _____ Year _____

Date	Initials	Value	Standard	Comments

For more information on Eutech Instruments/ Oakton Instruments' products, contact your nearest distributor or visit our website listed below:

Oakton Instruments P.O Box 5136, Vernon Hills, IL60061, USA Tel: (1) 888-462-5866 Fax: (1) 847-247-2984 E-mail: info@4oakton.com Web-site: www.4oakton.com	**Eutech Instruments Pte Ltd** Blk 55, Ayer Rajah Crescent, #04-16/24 Singapore 139949 Tel: (65) 6778 6876 Fax: (65) 6773 0836 E-mail: marketing@eutechinst.com Web-site: www.eutechinst.com	**Distributed by:**

CSMP Attachment 5: Supplemental Information

Section 8 References

Project Plans and Specifications No. [Insert Number] dated [insert date], prepared by [entity preparing plans and specifications]

State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: National Pollutant Discharges Elimination System (NPDES) California General Permit for Storm Water Discharge Associated with Construction and Land Disturbing Activities. Available on-line at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

State Water Resources Control Board (2010). Order 2010-0014-DWQ, NPDES General Permit No. CAS000002: National Pollutant Discharges Elimination System (NPDES) California General Permit for Storm Water Discharge Associated with Construction and Land Disturbing Activities. Available on-line at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

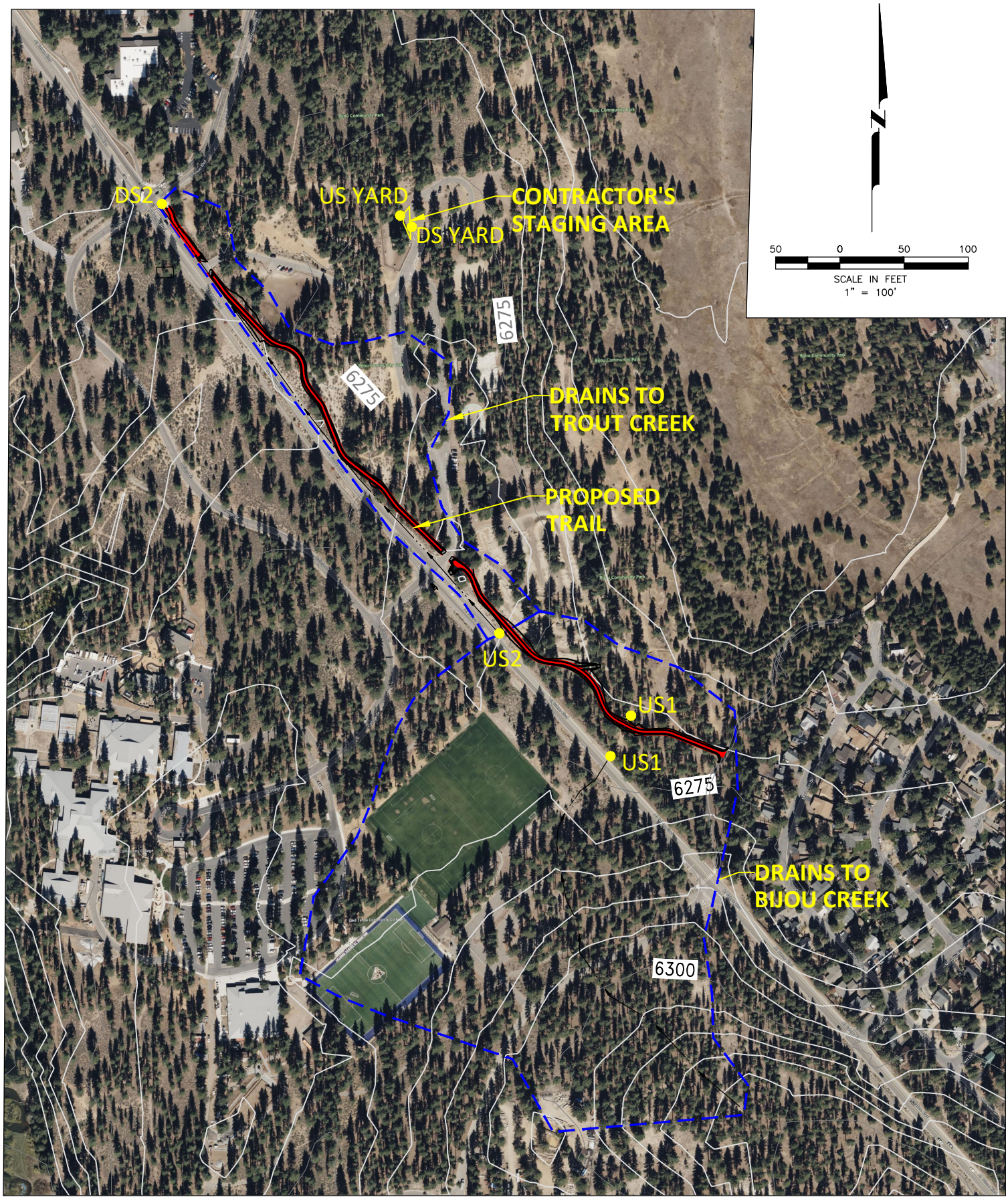
State Water Resources Control Board (2012). Order 2012-0006-DWQ, NPDES General Permit No. CAS000002: National Pollutant Discharges Elimination System (NPDES) California General Permit for Storm Water Discharge Associated with Construction and Land Disturbing Activities. Available on-line at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

[Include additional references as needed]

CASQA 2009, *Stormwater BMP Handbook Portal: Construction*, November 2009, www.casqa.org

Appendix A: Calculations

Appendix B: Site Maps


DS2
US YARD
CONTRACTOR'S STAGING AREA
DS YARD
6275
6275
DRAINS TO TROUT CREEK
PROPOSED TRAIL
US2
US1
US1
6275
DRAINS TO BIJOU CREEK
6300
N
50 0 50 100
SCALE IN FEET
1" = 100'

SITE MAP

BIJOU PARK CONNECTOR TRAIL
CITY OF SOUTH LAKE TAHOE

PWC-20-30150037

OWNER

CITY OF SOUTH LAKE TAHOE
1901 LISA MALOFF WAY
SOUTH LAKE TAHOE
(530) 542-6034

SUBMITTED BY:

EASTERN SIERRA ENGINEERING, P.C.
P.O. BOX 1819
ZEPHYR COVE, NV 89448
(775) 588-7178

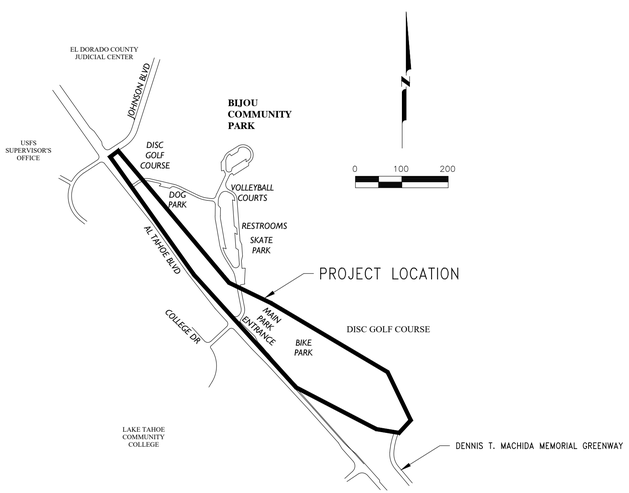
JENNIFER G. ROMAN, P.E. DATE
EASTERN SIERRA ENGINEERING

REVIEWED BY:

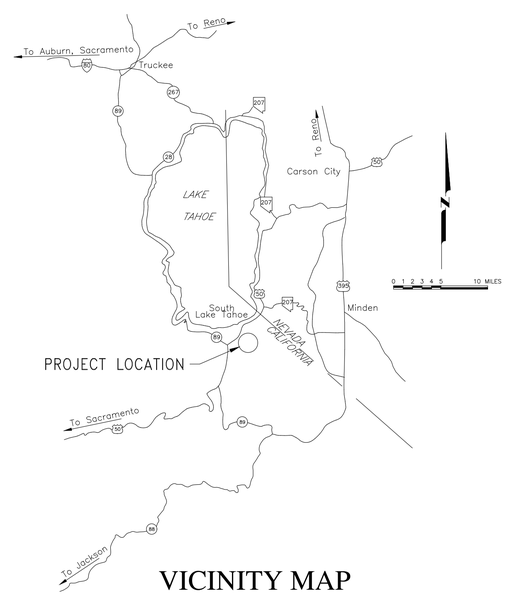
ANUSH NEJAD, P.E. DATE
DIRECTOR OF PUBLIC WORKS

SHEET INDEX

SHEET #	DESCRIPTION	
G1	TITLE SHEET	
G2	NOTES LEGEND AND ABBREVIATIONS	
C1	TRAIL PLAN & PROFILE	STA 1+00–3+00
C2	TRAIL PLAN & PROFILE	STA 3+00–5+25
C3	TRAIL PLAN & PROFILE	STA 5+25–7+50
C4	TRAIL PLAN & PROFILE	STA 7+50–9+50
C5	TRAIL PLAN & PROFILE	STA 9+50–11+50
C6	TRAIL PLAN & PROFILE	STA 11+50–13+75
C7	TRAIL PLAN & PROFILE	STA 13+75–16+00
C8	TRAIL PLAN & PROFILE	STA 16+00–17+75
C9	TRAIL PLAN & PROFILE	STA 17+75–20+00
C10	TRAIL PLAN & PROFILE	STA 20+00–22+25
C11	TRAIL PLAN & PROFILE	STA 22+25–24+25
C12	TRAIL PLAN & PROFILE	STA 24+25–26+58
C13	TRAIL SECTIONS	STA 2+00–21+00
C14	TRAIL SECTIONS	STA 22+00–26+58
C15	RAMP DETAIL SHEET–1	
C16	RAMP DETAIL SHEET–2	
D1	DETAILS	
D2	DETAILS	
D3	DETAILS	
D4	DETAILS	
S1	SIGNAGE & STRIPING	STA 1+00–5+25
S2	SIGNAGE & STRIPING	STA 5+25–9+50
S3	SIGNAGE & STRIPING	STA 9+50–13+50
S4	SIGNAGE & STRIPING	STA 13+50–17+75
S5	SIGNAGE & STRIPING	STA 17+75–22+25
S6	SIGNAGE & STRIPING	STA 22+25–26+46
S7	AL TAHOE CROSSING SIGNAGE & STRIPING	



LOCATION MAP



VICINITY MAP

100 PERCENT SUBMITTAL
DATE: 4/18/25

Know what's below. Call before you dig.

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TITLE SHEET

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMAN
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
G1 OF 29

GENERAL NOTES

1. THE CONTRACTOR SHALL ACQUAINT HIMSELF WITH AND ABIDE BY THE REQUIREMENTS AS OUTLINED IN THE 2023 STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS.

2. THE CONTRACTOR ACKNOWLEDGES THAT HE HAS SATISFIED HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK, THE GENERAL AND LOCAL CONDITIONS, PARTICULARLY THOSE BEARING UPON AVAILABILITY OF TRANSPORTATION, DISPOSAL, HANDLING AND STORAGE OF MATERIALS, AVAILABILITY OF LABOR, WATER, ELECTRIC POWER, ROADS, AND UNCERTAINTIES OF WEATHER, CREEK STAGES, OR SIMILAR PHYSICAL CONDITIONS AT THE SITE, THE CONFORMATION AND CONDITIONS OF THE GROUND, THE CHARACTER OF EQUIPMENT AND FACILITIES NEEDED PRIMARILY TO AND DURING THE PROSECUTION OF THE WORK OR THE COST THEREOF AS SHOWN ON THESE DRAWINGS.

   THE CONTRACTOR FURTHER ACKNOWLEDGES THAT HE HAS SATISFIED HIMSELF AS TO THE CHARACTER, QUALITY AND QUANTITY OF SURFACE AND SUBSURFACE MATERIALS TO BE ENCOUNTERED FROM INSPECTING THE SITE AND FROM INFORMATION PRESENTED BY THE DRAWINGS. ANY FAILURE BY THE CONTRACTOR TO ACQUAINT HIMSELF WITH ALL THE AVAILABLE INFORMATION WILL NOT RELIEVE HIM FROM RESPONSIBILITY FOR PROPERLY ESTIMATING THE DIFFICULTY AND COST OF SUCCESSFULLY PERFORMING THE WORK.

3. AT NO TIME SHALL THE CONTRACTOR UNDERTAKE TO CLOSE OFF ANY UTILITY OR OPEN VALVES OR TAKE ANY OTHER ACTION WHICH WOULD AFFECT THE OPERATION OF THE EXISTING SYSTEM EXCEPT AS SPECIFICALLY REQUIRED BY THE PLANS, AND AFTER APPROVAL IS GRANTED BY THE RESPECTIVE UTILITY COMPANY. APPROPRIATE ADVANCE APPROVAL BY THE UTILITY IS REQUIRED PRIOR TO INTERRUPTION OF THE EXISTING SYSTEM. CONTACT SOUTH TAHOE PUBLIC UTILITY DISTRICT AT (530)544-6474.

4. EXISTING UTILITIES ARE INDICATED ON THE PLANS WHERE SUCH UTILITIES ARE KNOWN. THE LOCATION AND EXTENT OF SUCH UTILITIES ARE APPROXIMATE ONLY. NO GUARANTEE IS MADE AS TO THE ACCURACY OF SUCH INFORMATION, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, PROTECT, AND MAINTAIN ALL EXISTING UTILITIES WHETHER OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES ONE WEEK PRIOR TO THE BEGINNING OF CONSTRUCTION AND ARRANGE FOR THE LINE LOCATIONS AND APPROPRIATE SAFETY PROCEDURES. CONTRACTOR SHALL ALSO NOTIFY THE FOLLOWING UNDERGROUND UTILITY SERVICE: UNDERGROUND SERVICES ASSOCIATION (811).

5. AT ALL TIMES DURING CONSTRUCTION ADEQUATE TEMPORARY EROSION CONTROLS SHALL BE IN PLACE AS SHOWN ON THE PLANS. THE EROSION CONTROL SHALL BE IN ACCORDANCE WITH THE TRPA "HANDBOOK OF BEST MANAGEMENT PRACTICES." THE CONTRACTOR SHALL CONTACT TRPA AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK FOR A PRE-GRADING INSPECTION OF THE INSTALLED TEMPORARY EROSION CONTROL.

6. ALL AREAS DISTURBED AS A RESULT OF THE WORK SHALL BE REVEGETATED IN ACCORDANCE WITH THE TRPA "HANDBOOK OF BEST MANAGEMENT PRACTICES," AND "LIVING WITH FIRE, LAKE TAHOE BASIN, SECOND EDITION." LANDSCAPED AREA SHALL BE RESTORED IN KIND.

7. THE CONTRACTOR SHALL UTILIZE CONSTRUCTION TECHNIQUES WHICH MINIMIZE GRADING, VEGETATION REMOVAL AND TEMPORARY AND PERMANENT DISTURBANCE.

8. ELEVATIONS NOTED ON PLANS FOR PIPE INVERTS, TOP OF GRATES OR RIMS, CUTS, ETC., ARE BASED UPON THE TOPOGRAPHIC INFORMATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY ALL NECESSARY SURFACE ELEVATIONS IN THE FIELD AND NOTIFY THE OWNER OR ENGINEER BEFORE BREAKING GROUND, AND PRIOR TO INSTALLATION OF ANY FACILITIES. THE ENGINEER SHALL BE CONTACTED IN THE EVENT THE ELEVATIONS ARE INCORRECT SO THAT PROPER ADJUSTMENTS CAN BE MADE PRIOR TO INSTALLATION OF THE FACILITIES.

9. ALL EXCAVATED MATERIAL SHALL BE STOCKPILED ON AN APPROVED SITE, WITH APPROPRIATE TEMPORARY EROSION CONTROL. TEMPORARY EROSION CONTROL WILL REMAIN IN PLACE UNTIL STOCKPILES ARE REMOVED AND AREA CLEANED. APPROVED MATERIAL MAY BE RETURNED FOR USE AS BACKFILL. EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF AT A TRPA APPROVED LOCATION.

10. CONTRACTOR SHALL DESIGNATE SPECIFIC SITES FOR STORAGE OF EQUIPMENT AND MATERIALS AND OBTAIN APPROVAL FOR USE OF THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF ALL EQUIPMENT AND MATERIALS.

11. THE CONTRACTOR SHALL PROVIDE APPROPRIATE TRAFFIC CONTROL, AND AT NO TIME WILL OBSTRUCTIONS BE LEFT IN THE ROADWAY DURING THE NIGHT HOURS. ALL TRAFFIC CONTROL WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO PART VI OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, MILLENIUM EDITION AND CALTRANS STANDARDS.

12. PIPE SHALL BE BEDDED PER THE SPECIFICATIONS. EXCAVATED AREAS SHALL BE BACKFILLED WITH CLASS E BACKFILL SCREENED TO 2". ALL BEDDING AND BACKFILL SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS. BEDDING AND BACKFILL SHALL BE COMPACTED IN 6" MAXIMUM LIFTS TO AT LEAST 90% RELATIVE COMPACTION AS DETERMINED BY ASTM D1557. SUBBASE SHALL BE COMPACTED TO 90% AND AGGREGATE BASE COMPACTED TO 95%. AGGREGATE BASE SHALL BE CLASS 2 AND SHALL BE 3/4-INCH MAXIMUM, WITH 95% RELATIVE COMPACTION. ASPHALT CONCRETE SHALL BE PG 64-28 POLYMER MODIFIED 1/2" MAX MEDIUM. SUBMIT MIX DESIGN TO CITY FOR APPROVAL.

13. THE APPROVED PLAN, PERMIT AND INSPECTION RECORD MUST BE ON THE JOB SITE AT ALL TIMES.

14. THE WATER SERVICE LINE DOWNSTREAM OF METER BOXES SHALL BE CONSTRUCTED OF COPPER TYPE L, OR K, POLYETHYLENE 200 PSI CLASS, OR OTHER SUITABLE MATERIAL APPROVED BY THE ENGINEER. FOR PIPING REQUIREMENTS OF THE METER, REFER TO WATER METER INSTALLATION DETAIL. FOR TRACING PURPOSES SOLID COPPER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PLASTIC SERVICES AND ATTACHED TO THE PIPE.

15. COMPACTION REPORTS FOR NATIVE SOIL, SUB BASE AND BASE MATERIAL SHALL BE SUBMITTED TO THE CITY INSPECTOR WEEKLY. NO PAVING REPLACEMENT SHALL BE ALLOWED UNTIL COMPACTION TESTING HAS BEEN APPROVED BY CITY STAFF. FINAL A.C. PAVING LIMITS SHALL BE MARKED IN WHITE PAINT FOR CITY REVIEW PRIOR TO PLACING. CITY STAFF MAY REQUIRE ADDITIONAL A.C. PLACEMENT DUE TO CONSTRUCTION RELATED DAMAGE WITHIN THE PROJECT AREA AND TRAVEL WAY FROM STAGING AREAS AND/OR OFF HAUL SITES.

16. ALL AREAS DISTURBED WITHIN THE R.O.W. SHALL BE CONSTRUCTED TO CURRENT CITY STANDARDS. ALL AREAS DISTURBED BY EXCAVATION, MATERIAL, STORAGE, EQUIPMENT DAMAGE, CONSTRUCTION, ETC. SHALL BE REVEGETATED TO EXISTING CONDITIONS. CONTRACTOR SHALL GUARANTEE ALL WORK FOR TWO YEARS UPON ACCEPTANCE BY CITY INSPECTOR.

TRAFFIC NOTES

1. ANY EXISTING TRAFFIC CONTROL DEVICES AND, OR SIGNS SHALL BE MAINTAINED DURING THE PERIOD OF CONSTRUCTION, AND SHALL BE REPOSITIONED, AS REQUIRED, PER THE ENGINEER, UPON COMPLETION OF THE PROJECT. CONTRACTORS ARE RESPONSIBLE FOR SUBMITTING TRAFFIC CONTROL/BARRICADING PLANS NOT LESS THAN 3 WORKING DAYS BEFORE OBSTRUCTING A PUBLIC RIGHT OF WAY OR BICYCLE OR PEDESTRIAN ACCESS.

2. LOCATION AND DESCRIPTION OF TEMPORARY TRAFFIC CONTROL DEVICES, STREET STRIPING, STREET NAME SIGNS, AND TRAFFIC SIGNALS MUST BE SHOWN ON TRAFFIC CONTROL PLANS SUBMITTED TO THE CITY OF SOUTH LAKE TAHOE FOR APPROVAL. ALL TRAFFIC AND STREET NAME SIGNS MUST COMPLY WITH M.U.T.C.D. STANDARDS.

3. TRAFFIC OR STREET SIGNS OF ANY KIND ARE NOT TO BE MOVED FOR ANY REASON WITHOUT FIRST OBTAINING PERMISSION FROM THE CITY OF SOUTH LAKE TAHOE, EXCEPT AS SHOWN ON THESE PLANS. OR AS APPROVED BY THE ENGINEER.

4. THIS PLAN DOES NOT AUTHORIZE CLOSURE OF ANY ROAD, STREET, OR BIKE PATH.

LEGEND

- 4900 — MAJOR CONTOUR LINE (2.5' INTERVAL)
- 4900 — MINOR CONTOUR LINE (0.5' INTERVAL)
- +4500.00 — SPOT ELEVATION (FEET)
- ADJACENT PROPERTY LINE
- STREET CENTERLINE
- W — WATER LINE
- EX SS — SANITARY SEWER
- EX GAS — GAS
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- UGT — UNDERGROUND TELE/COMM LINE
- RIGHT OF WAY
- PROPERTY LINE
- SAWCUT
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- (P) EASEMENT
- CHAIN LINK FENCE
- PROJECT LIMITS
- GRADE BREAK
- AGGREGATE BASE
- (P) PAVEMENT SECTION
- (P) SLURRY SEAL
- PERMANENT AC PATCH
- PROPOSED PAVEMENT ONLY
- REMOVE & REPLACE PCC VALLEY GUTTER & SPANDREL
- (E) SIDEWALK
- (P) PEDESTRIAN RAMP
- (P) CURB & GUTTER
- (P) VALLEY GUTTER
- (P) SIDEWALK
- (P) REVEGETATION
- (E) LANDSCAPING
- BACK FLOW PREVENTER
- GV — GAS VALVE
- GM — GAS METER
- WM — WATER METER
- WV — WATER VALVE
- WATER VAULT
- (E) FIRE HYDRANT
- ADJUST FIRE HYDRANT
- S — SS MANHOLE
- D — SD MANHOLE
- SD INLET
- T — TEL/COMM MANHOLE
- POWER POLE
- CONTROL POINT
- SURVEY MONUMENT
- IR — IRRIGATION BOX
- IR — IRRIGATION VALVE
- EM — ELECTRIC METER
- E — ELECTRIC BOX
- EV — ELECTRIC VAULT
- ET — ELECTRIC TRANSFORMER/ SWITCH GEAR
- TV — TELE/COMM VAULT
- TL — TELEVISION BOX
- TSB — TRAFFIC SIGNAL BOX/CABINET
- TB — TRAFFIC SIGNAL PULL BOX
- UB — UNIDENTIFIED BOX
- 46"P — TREE
- TRAFFIC SIGNAL
- SIGN
- FG (EG) — GRADE ELEVATIONS
- TP-10 — TEST PIT WITH #

SURVEY NOTES

1. FIELD SURVEY OF EXISTING CONDITIONS CONDUCTED IN DECEMBER OF 2021 AND AUGUST OF 2024

   TURNER AND ASSOCIATES LAND SURVEYING
   308 DORLA COURT, SUITE 203
   ZEPHYR COVE, NEVADA 89448
   (775)-588-9296

2. THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE FROM SURFACE APPARENT MARKINGS AND FEATURES. UTILITY LOCATIONS ARE SHOWN ONLY FOR CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE PROTECTION OF THE UTILITIES AND US GEOMATICS BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN HEREON OR NOT IN THE LOCATION SHOWN HEREON. THIS INCLUDES ALL SERVICE LATERALS OF ANY KIND.

3. HORIZONTAL DATUM:
   NAVD88

STRIPING NOTES:

1. DIMENSIONS FOR STRIPING ARE MEASURED FROM THE LIP OF GUTTER TO THE CENTER OF STRIPE, OR FROM THE CENTER OF STRIPE TO THE CENTER OF STRIPE, UNLESS NOTED OTHERWISE. LABELED LENGTHS REPRESENT THE FULL LENGTH OF THE STRIPE, UNLESS NOTED OTHERWISE.

2. STRIPING LAYOUT TO BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF ANY STRIPES OR SYMBOLS.

ABBREVIATIONS

A	AREA
AC	ASPHALTIC CONCRETE
ACP	ASBESTOS CONCRETE PIPE/TRANSITE PIPE
ADA	AMERICANS WITH DISABILITIES ACT
BC	BEGINNING OF CURB OR BACK OF CURB
BDRY	BOUNDARY
BEG	BEGIN
BM	BENCHMARK
BVC	BEGINNING OF VERTICAL CURVE
BW	BACK OF SIDEWALK
(C)	COMMERCIAL
C&G	CURB AND GUTTER
CATV	CABLE TV / FIBER LINE
CB	CATCH BASIN
CIP	CAST IRON PIPE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
COMM	COMMUNICATION
CONC	CONCRETE
CONST	CONSTRUCT, CONSTRUCTION
DI	DROP INLET
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DMH	DROP MANHOLE
DWY	DRIVEWAY
E	EAST
(E), EXIST	EXISTING
EC	END OF CURVE
EB	ELECTRIC BOX
EG	EXISTING GROUND
EL, ELEV	ELEVATION
EP, EOP	EDGE OF PAVING
EVC	END OF VERTICAL CURVE
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
F-O	FIBER OPTIC
FT	FOOT
G	GAS
GB	GRADE BREAK
GV	GAS VALVE
HGT	HEIGHT
HORIZ.	HORIZONTAL
HP	HIGH POINT
IE	INVERT ELEVATION
IN	INCH
L	LENGTH, LEFT
LF	LINEAL FEET
LP	LOW POINT
LVC	LENGTH OF VERTICAL CURVE
MAX	MAXIMUM
MB	MAIL BOX
MH	MANHOLE
MIN	MINIMUM
N	NORTH
NDP	NO DIRECT PAYMENT
NO	NUMBER
OHE	OVERHEAD POWER LINE
(P)	PROPOSED
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PE	POLYETHYLENE PIPE
PED	PEDESTRIAN
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PP	POWER POLE
POC	POINT OF CONNECTION
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
PTC	PERMISSION TO CONSTRUCT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
(R) DWY	RESIDENTIAL DRIVEWAY
RAD	RADIUS
RCP	REINFORCED CONCRETE PIPE
R, RT	RIGHT
R/W, ROW	RIGHT OF WAY
S	SOUTH, SLOPE
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FOOT
SHT	SHEET
SM	SURVEY MONUMENT
STA	STATION
STD	STANDARD
SW	SIDEWALK
T	TANGENT DISTANCE
T, TEL	TELEPHONE
TBC	TOP BACK OF CURB
TR	TRANSITE PIPE/ASBESTOS CONCRETE PIPE
TYP	TYPICAL
UB	UTILITY BOX
UGE	UNDERGROUND ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
VC	VERTICAL CURVE
VERT	VERTICAL
VG	VALLEY GUTTER
W	WEST, WATER
WM	WATER METER
WV	WATER VALVE

EARTHWORK*	
CUT (CY)	770
FILL (CY)	400
NET CUT (CY)	370

* EXISTING GRADE TO PROPOSED SUBGRADE

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: NOTES LEGEND AND ABBREVIATIONS

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

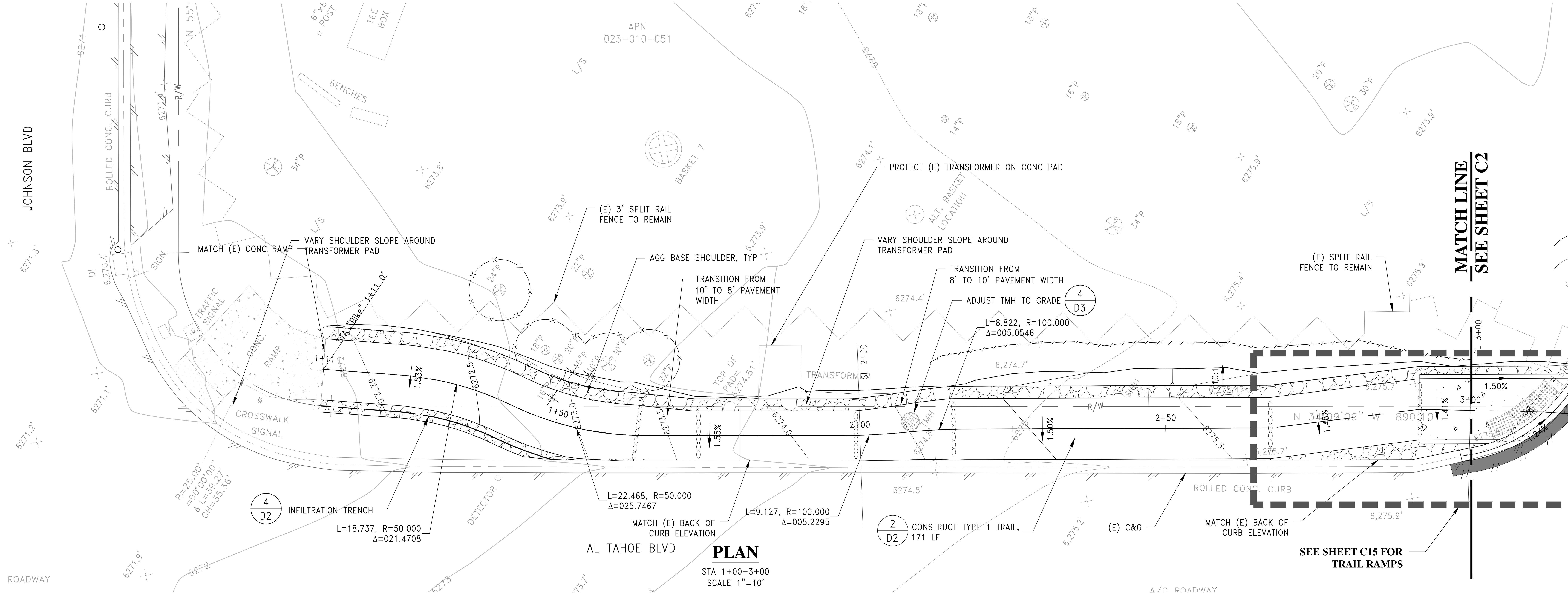
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
G2 OF 29



PLAN

STA 1+00–3+00
SCALE 1"=10'

SCALE IN FEET
1" = 10'–0"

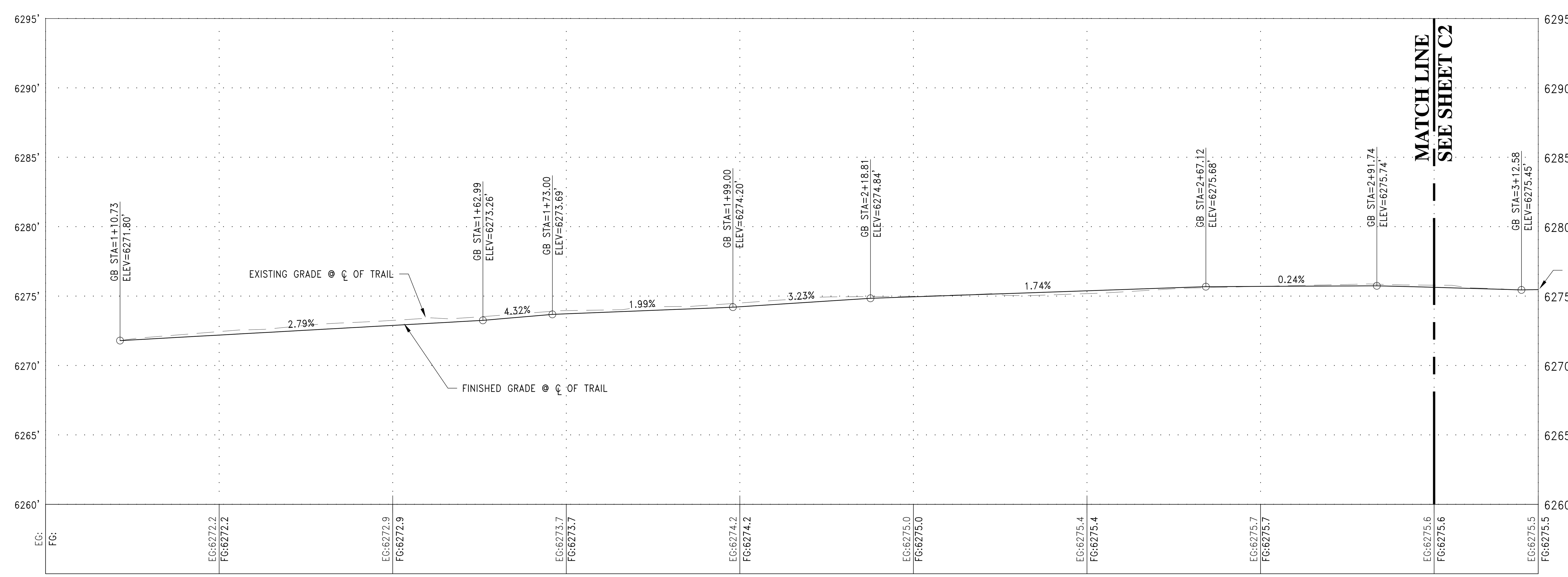
4900 MAJOR CONTOUR LINE (2.5' INTERVAL)
4900 MINOR CONTOUR LINE (0.5' INTERVAL)

TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	1

LEGEND

FIBER ROLL	90 LF	1/D3
TREE PROTECTION	94 LF	

TOTAL THIS SHEET



PROFILE

STA 1+00–3+00
SCALE: HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

REVISIONS				
No.	Date		BY	APPD
1				
2				
3				
4				
5				

TITLE
TRAIL PLAN & PROFILE STA 1+00-3+00

PROJECT
BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

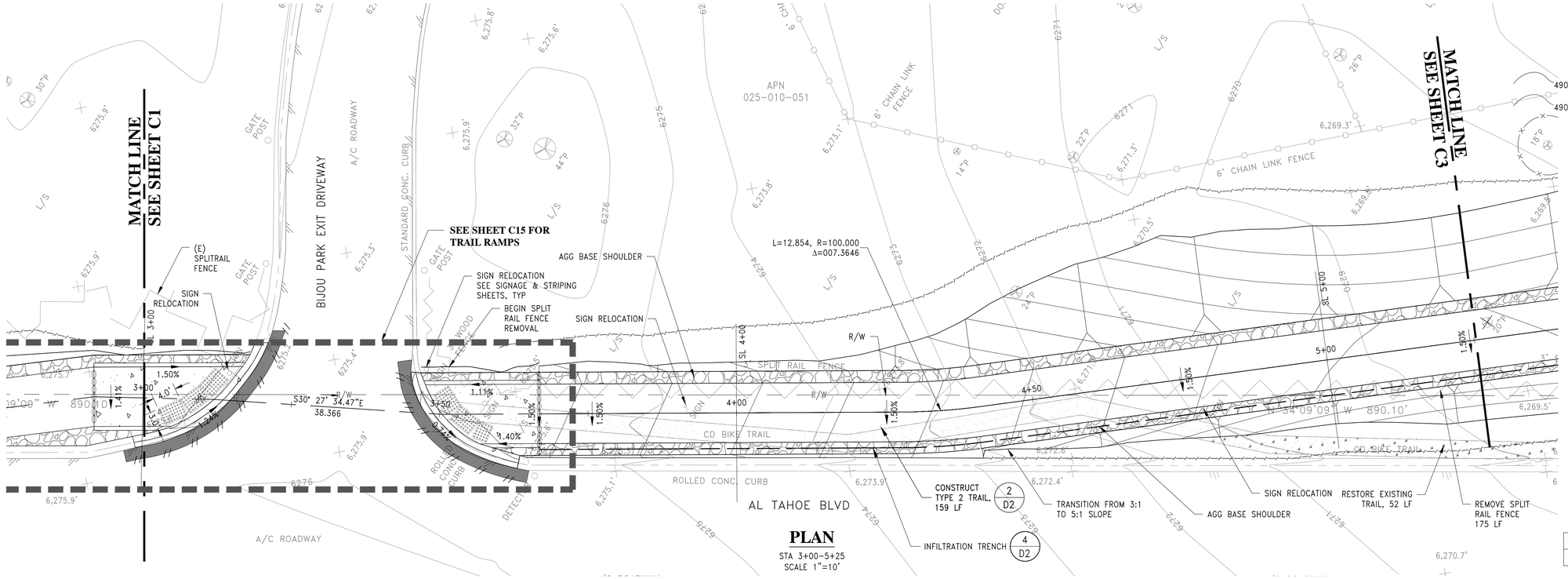
SOUTH LAKE TAHOE
CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMAN
No. 54137
Exp.12-31-25
CIVIL
STATE OF CALIFORNIA
4-18-2025
STAMP

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C1 OF **29**



TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

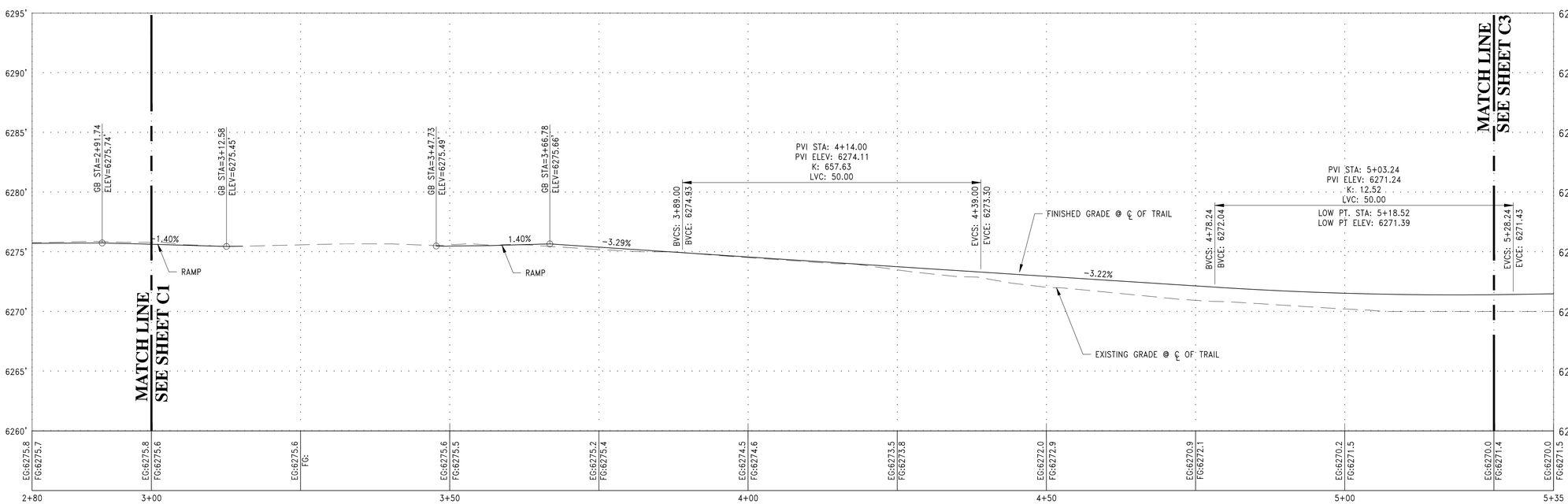
LEGEND

FIBER ROLL	252 LF	1 / D3
TREE PROTECTION	0 LF	

TOTAL THIS SHEET

PLAN

STA 3+00-5+25
SCALE 1"=10'



PROFILE

STA 3+00-5+25
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 3+00-5+25

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

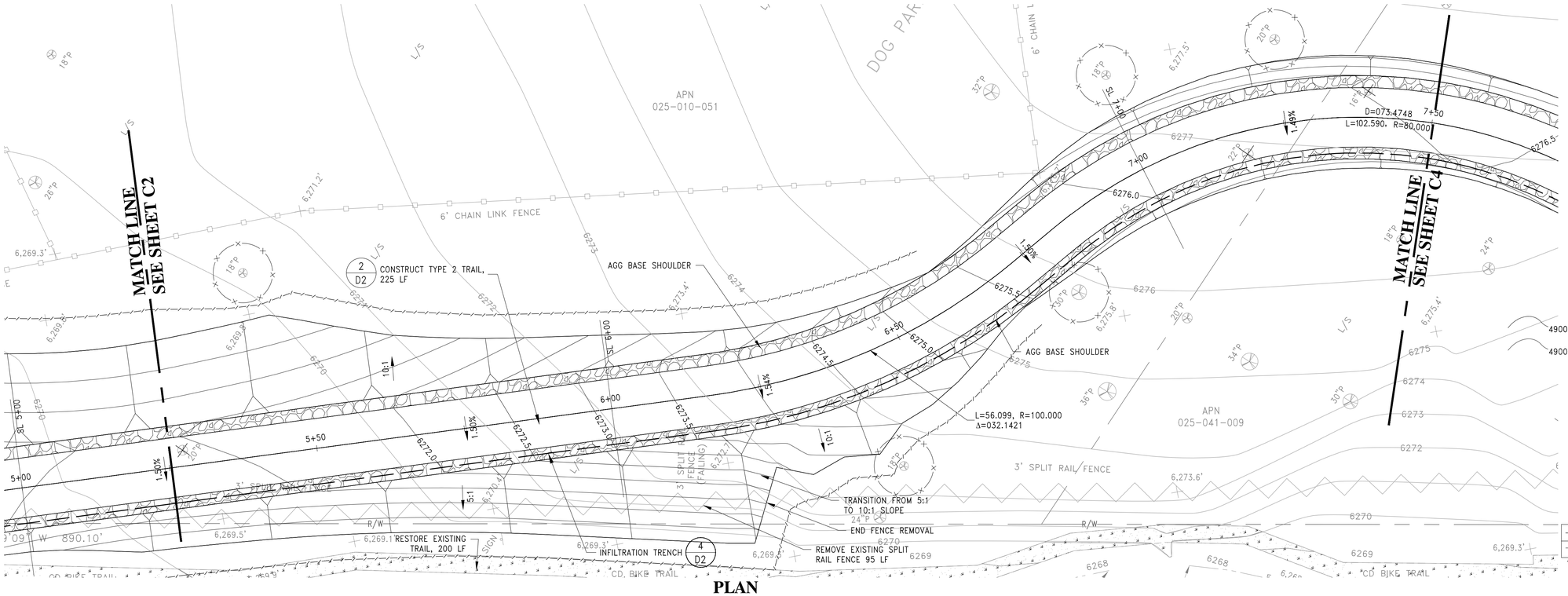
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C2 OF 29



SCALE IN FEET
1" = 10'-0"

MAJOR CONTOUR LINE (2.5' INTERVAL)

MINOR CONTOUR LINE (0.5' INTERVAL)

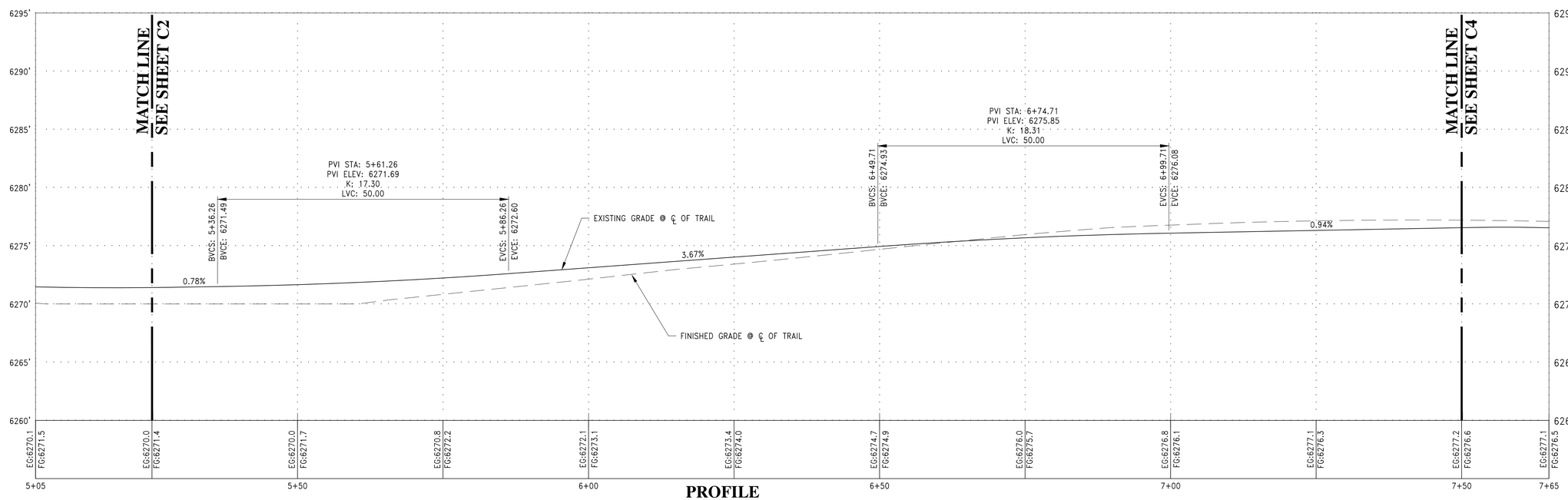
TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	3
≥30"	0

LEGEND

FIBER ROLL	298 LF	1/D3
TREE PROTECTION	157 LF	
TOTAL THIS SHEET		

PLAN

STA 5+25-7+50
SCALE 1"=10'



PROFILE

STA 5+25-7+50
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 5+25-7+50

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

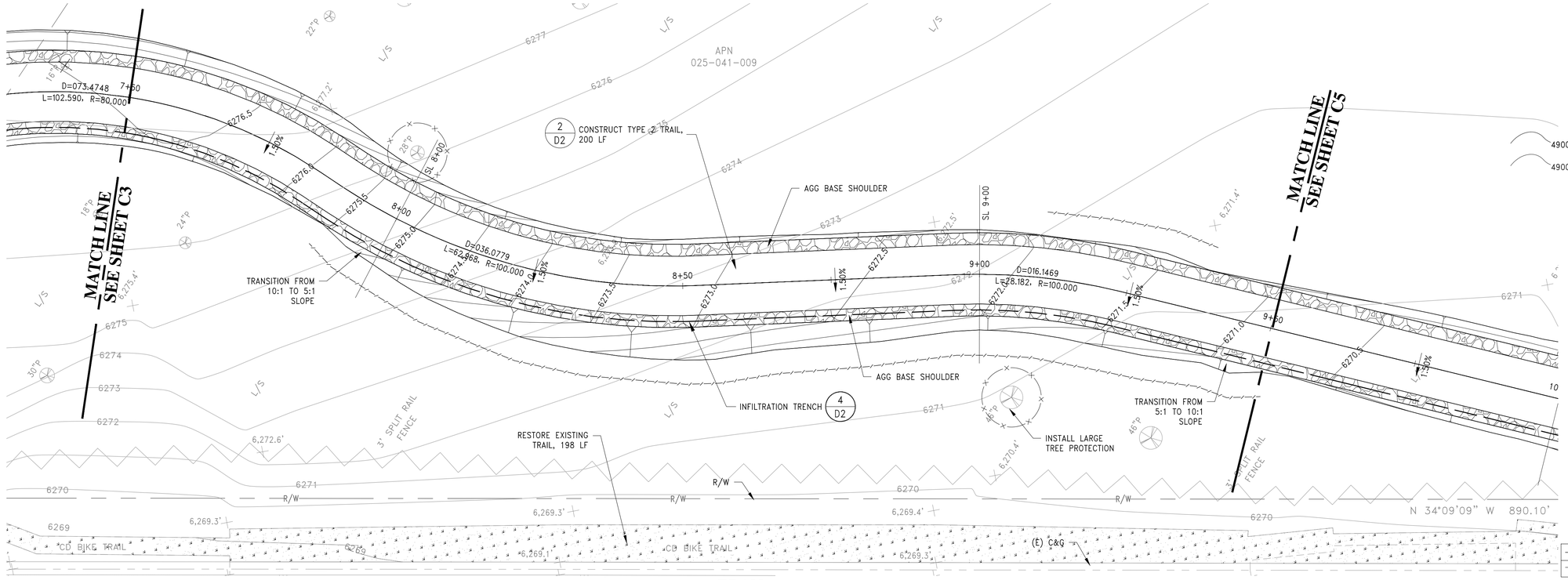
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C3 OF 29



TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

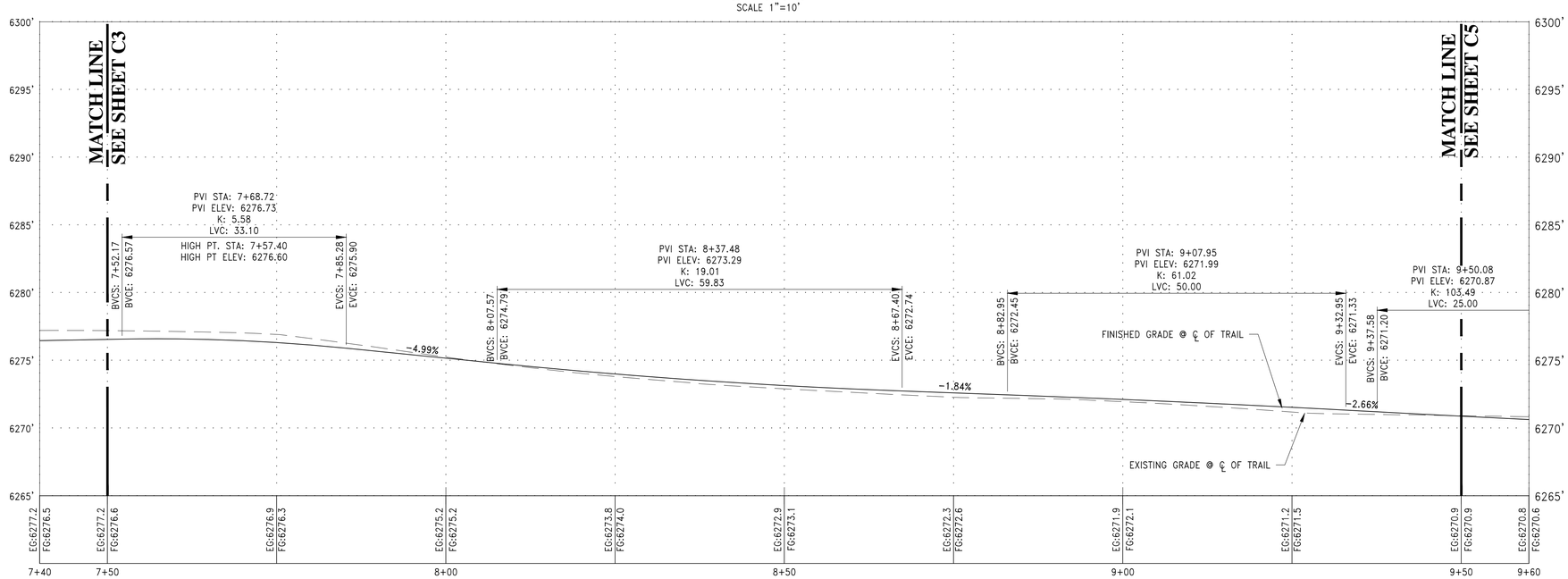
LEGEND

FIBER ROLL	196 LF	1 / D3
TREE PROTECTION	63 LF	

TOTAL THIS SHEET

PLAN

STA 7+50–9+50
SCALE 1"=10'



PROFILE

STA 7+50–9+50
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's **below.** **Call** before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APP'D
1				
2				
3				
4				
5				

TITLE: **TRAIL PLAN & PROFILE STA 7+50-9+50**

PROJECT: **BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE**

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

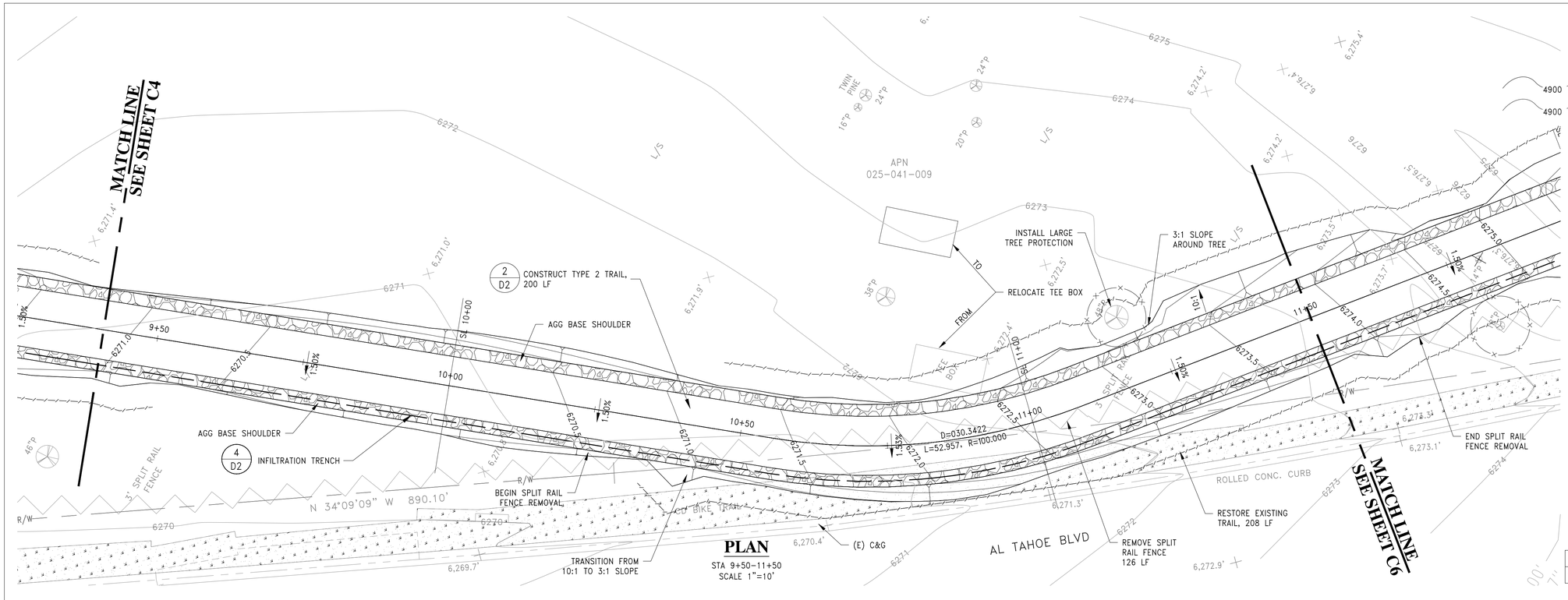
REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C4 OF **29**

4/18/2025 10:46 AM



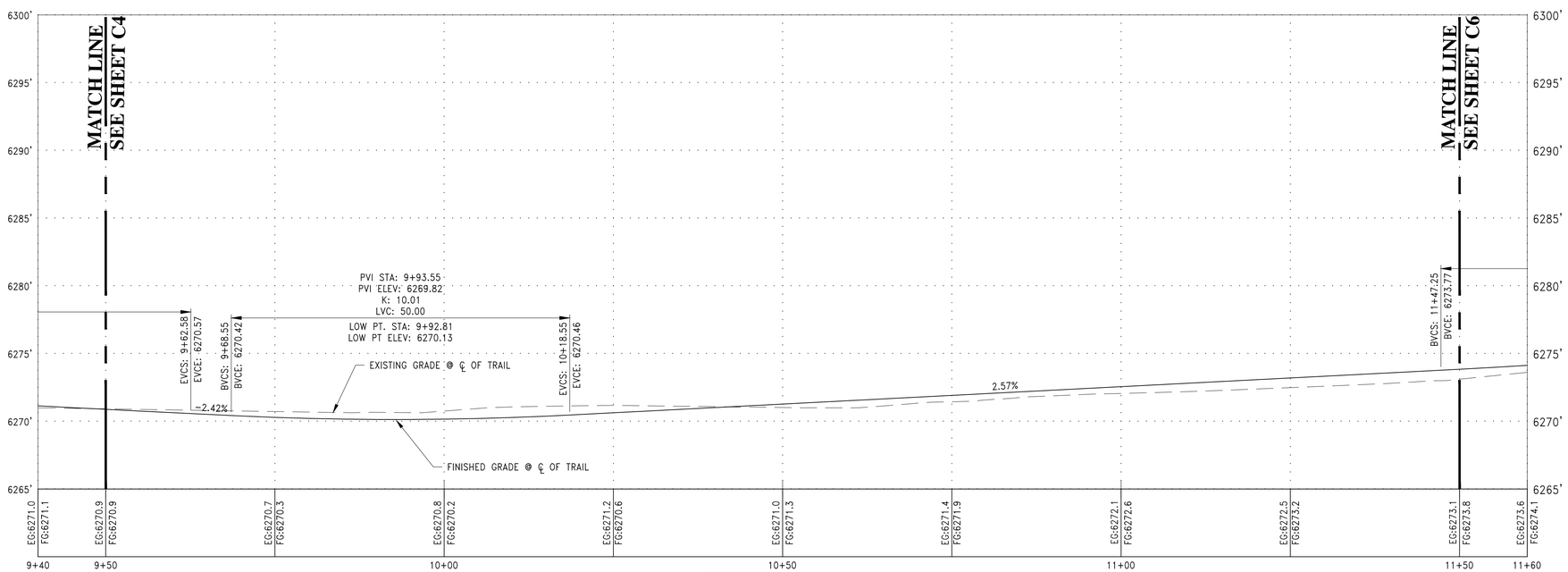
PLAN
STA 9+50–11+50
SCALE 1"=10'

TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

LEGEND

FIBER ROLL	229 LF	1 D3
TREE PROTECTION	32 LF	

TOTAL THIS SHEET



PROFILE
STA 9+50–11+50
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's **below.** **Call** before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: **TRAIL PLAN & PROFILE STA 9+50-11+50**

PROJECT: **BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE**

SOUTH LAKE TAHOE CALIFORNIA

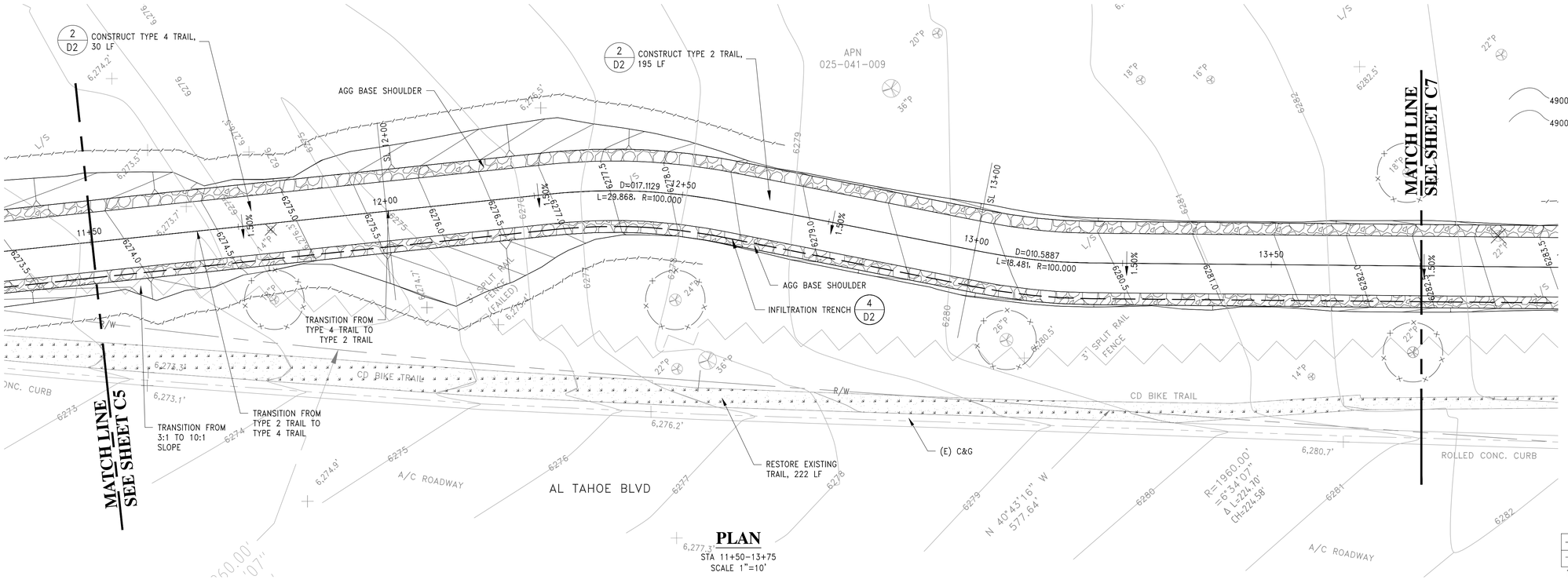
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
3030 LAKE TAHOE BLVD. SUITE 201
MAIL: P.O. BOX 1757 SOUTH LAKE TAHOE, CA 96150
T: (775) 589-6179 F: (775) 589-6178
Z:\DEPARTMENT\DRIVE, NV 89449

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMERO
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C5 OF **29**

P:\2021 Projects\21240 - Bijou Park Bike Path\ACAD\SHEETS\21240-P&P.dwg



PLAN

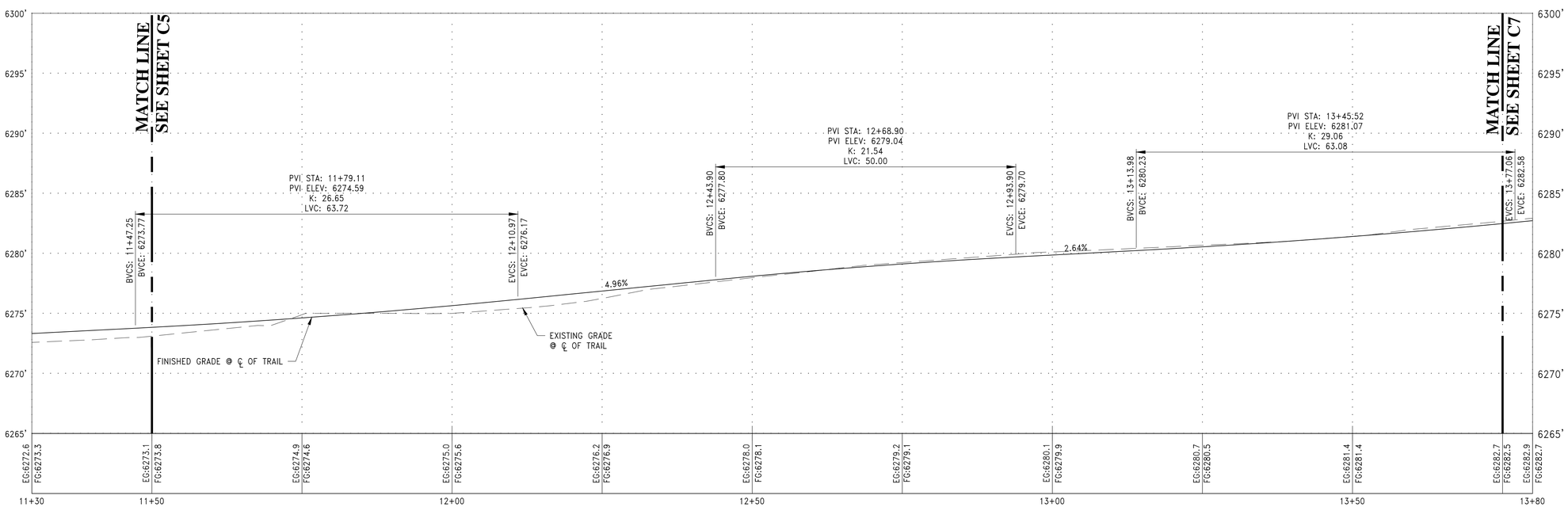
STA 11+50–13+75
SCALE 1"=10'

TREE REMOVAL	
DIAMETER	NUMBER
14"	1
>14"<30"	0
≥30"	0

LEGEND

FIBER ROLL	228 LF	1 D3
TREE PROTECTION	158 LF	

TOTAL THIS SHEET



PROFILE

STA 11+50–13+75
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's **below.** **Call** before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: **TRAIL PLAN & PROFILE STA 11+50-13+75**

PROJECT: **BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE**

SOUTH LAKE TAHOE CALIFORNIA

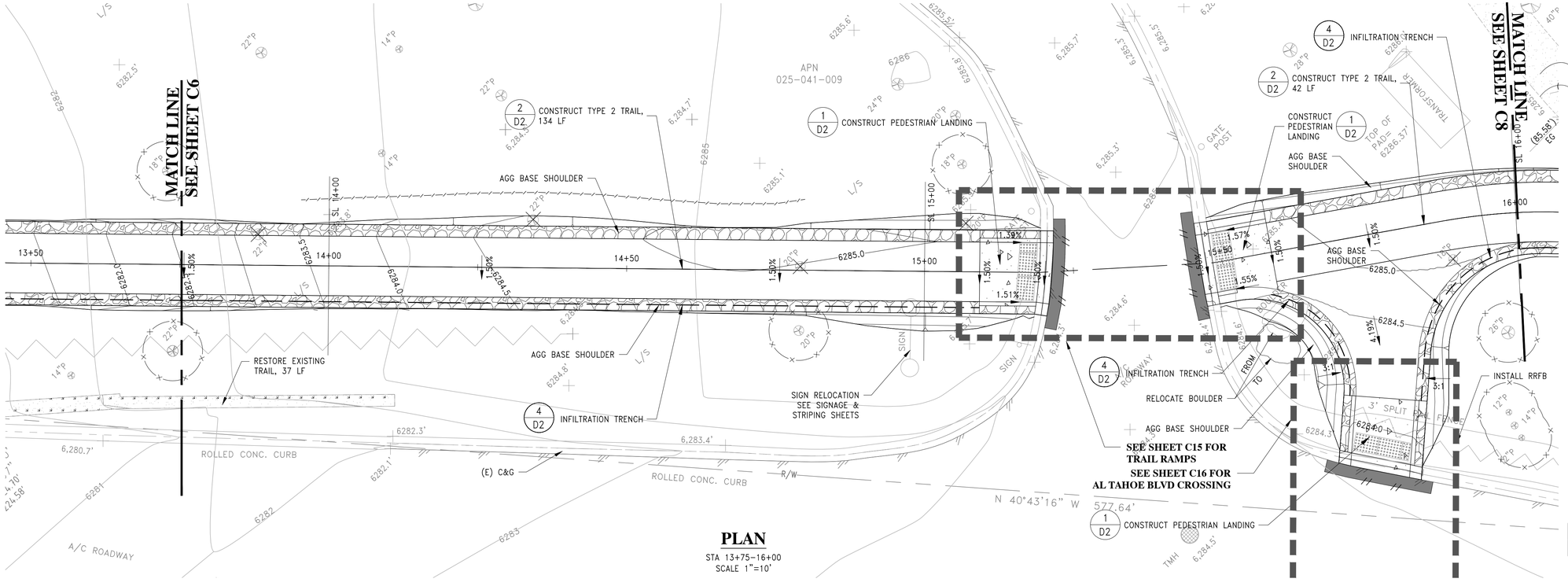
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROWE No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C6 OF **29**



TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	5
≥30"	0

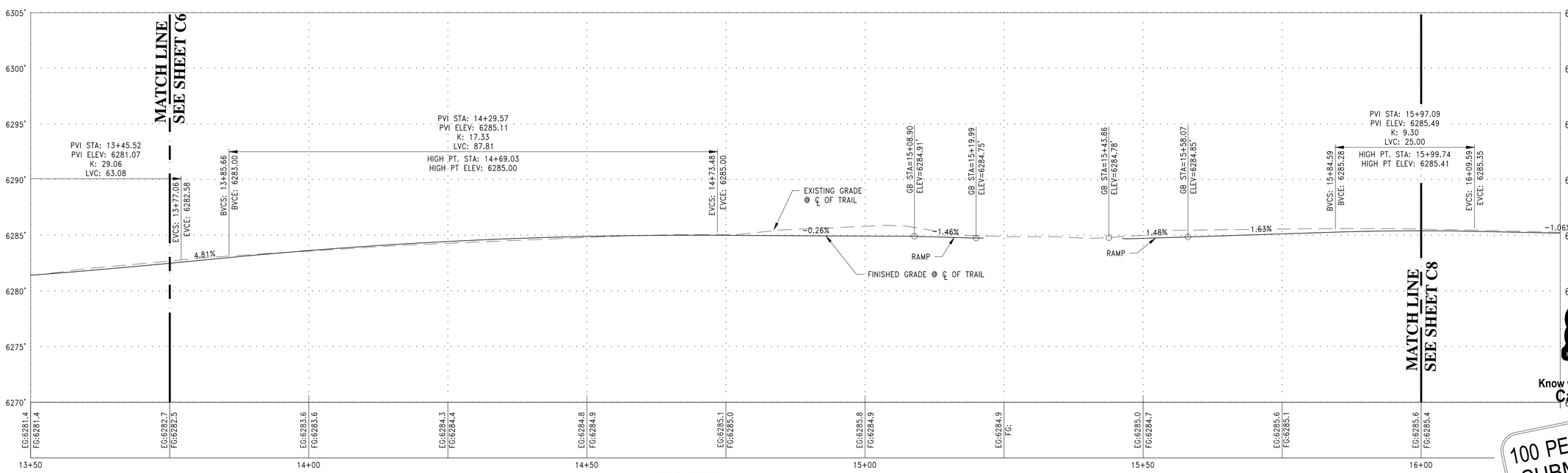
LEGEND

FIBER ROLL	85 LF	1 D3
TREE PROTECTION	135 LF	

TOTAL THIS SHEET

PLAN

STA 13+75–16+00
SCALE 1"=10'



PROFILE

STA 13+75–16+00
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 13+75-16+00

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

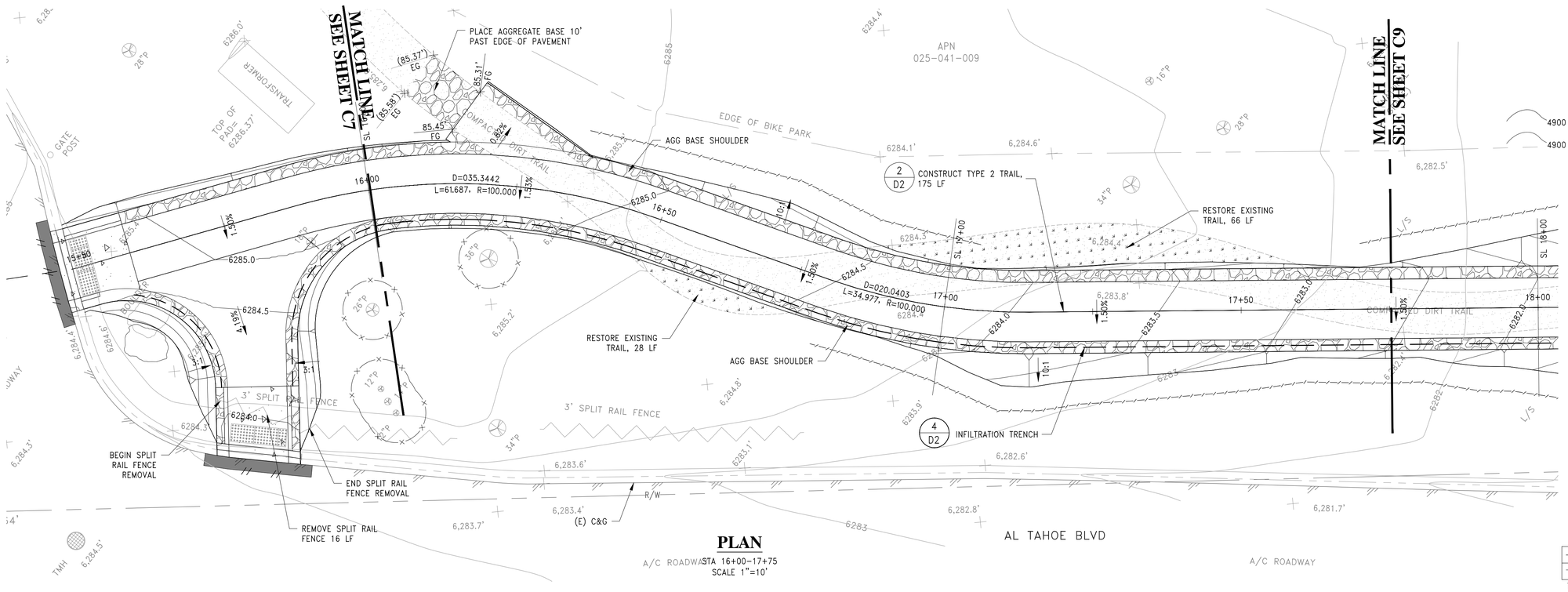
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROWE No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C7 OF 29



TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

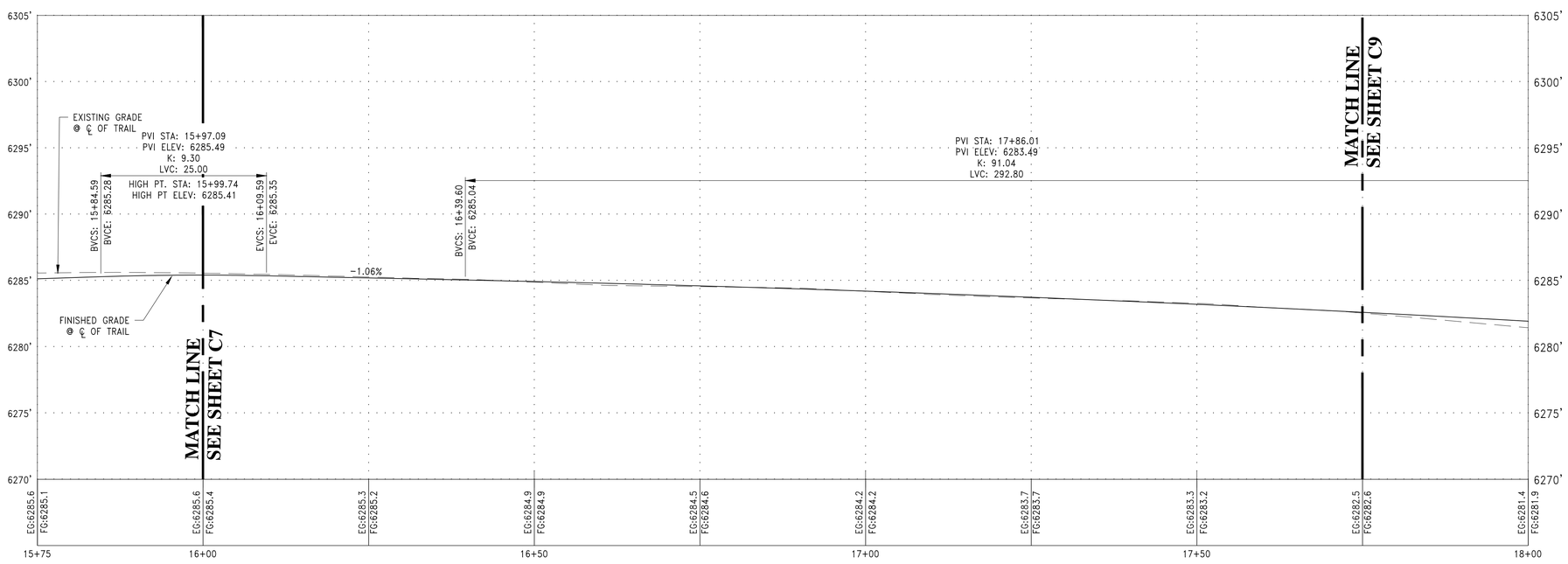
LEGEND

FIBER ROLL	176 LF	1/D3
TREE PROTECTION	32 LF	

TOTAL THIS SHEET

PLAN

STA 16+00–17+75
SCALE 1"=10'



PROFILE

STA 16+00–17+75
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE
STA 16+00-17+75

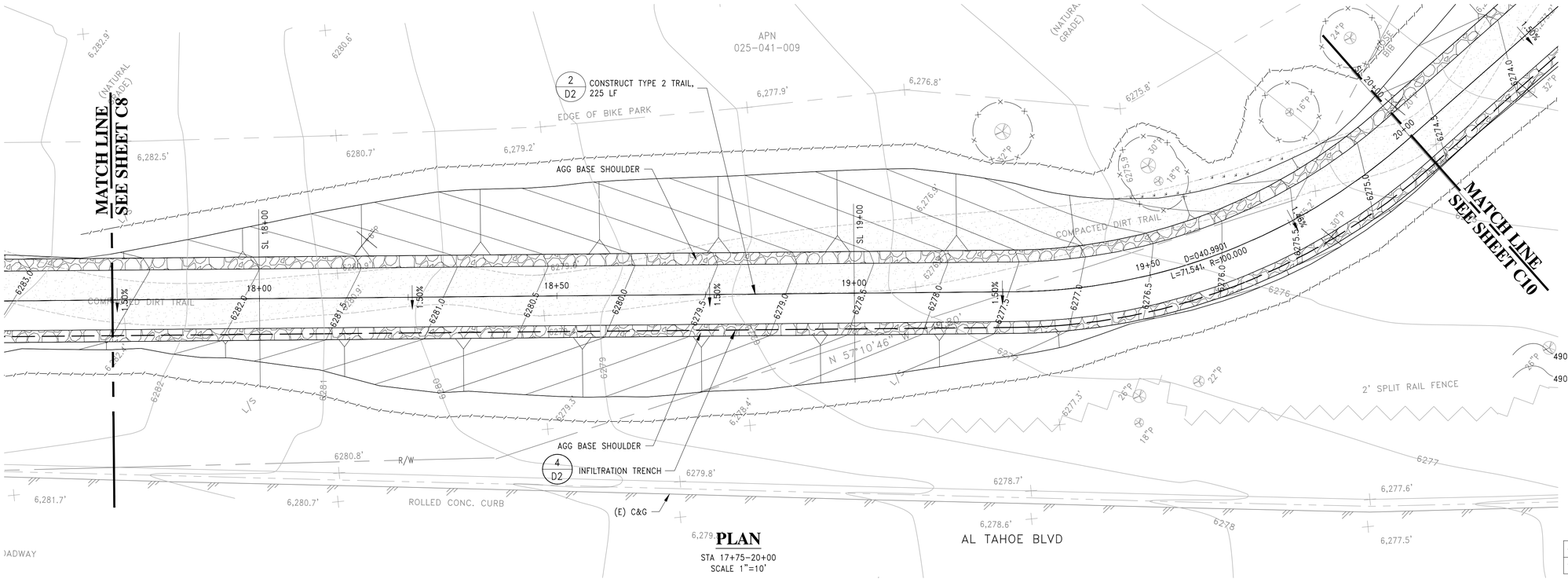
PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C8 OF 29



PLAN

STA 17+75-20+00
SCALE 1"=10'

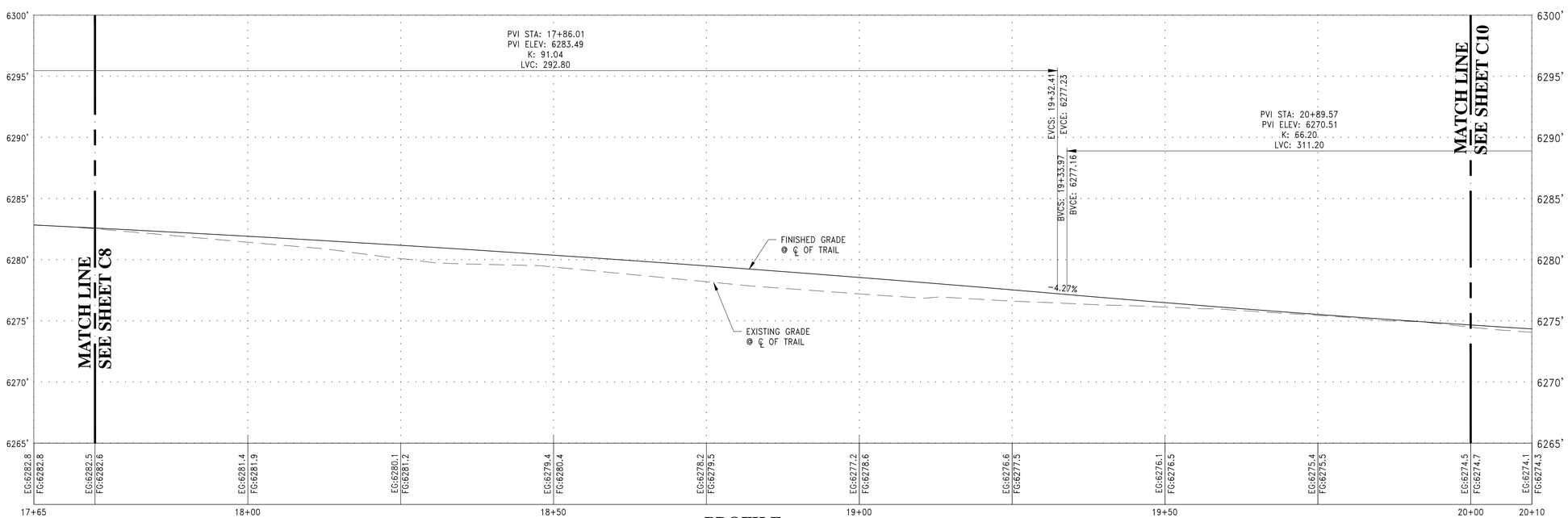
TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"	0
≥30"	1

LEGEND

—/—/—/—/—	FIBER ROLL	463 LF
—×——×—	TREE PROTECTION	101 LF

TOTAL THIS SHEET

1 D3



PROFILE

STA 17+75-20+00
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 17+75-20+00

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE — SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

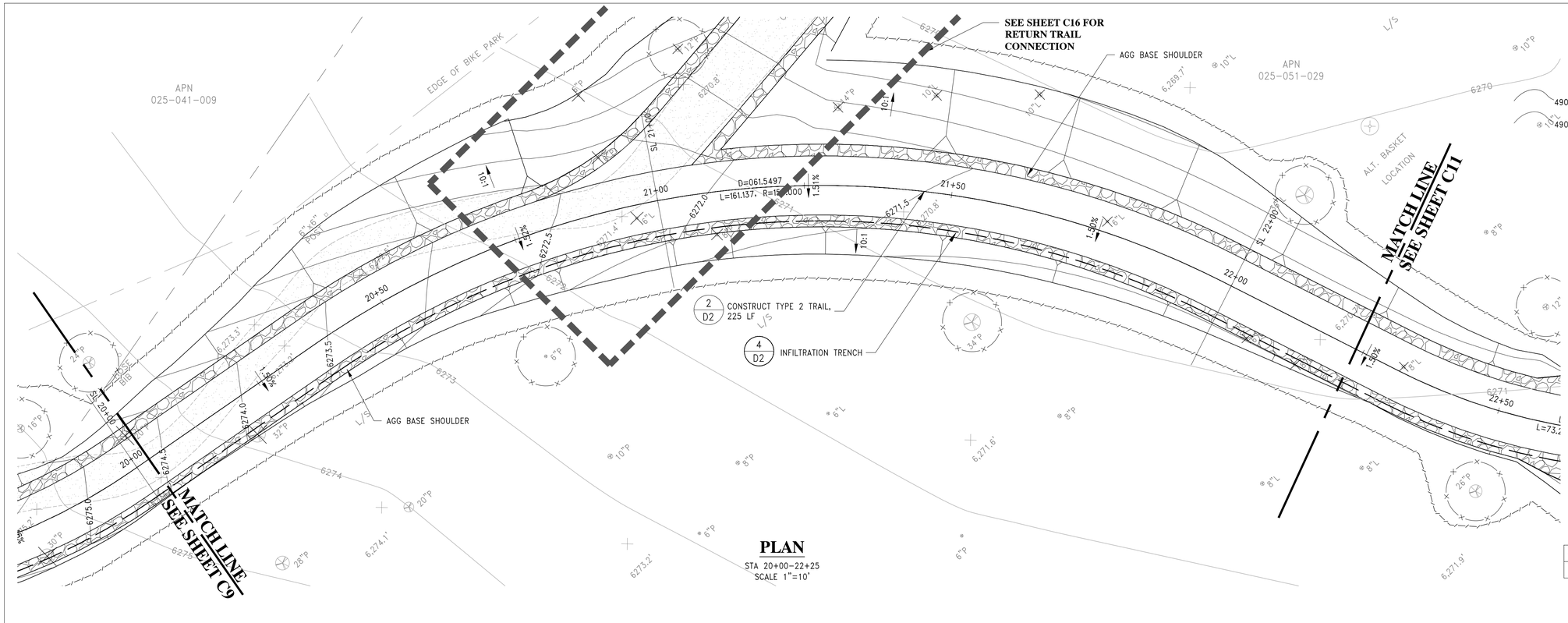
REGISTERED PROFESSIONAL ENGINEER — JENNIFER G. ROMANI — No. 54137 — Exp.12-31-25 — CIVIL — STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.

C9 OF 29



MAJOR CONTOUR LINE (2.5' INTERVAL)

MINOR CONTOUR LINE (0.5' INTERVAL)

PLAN

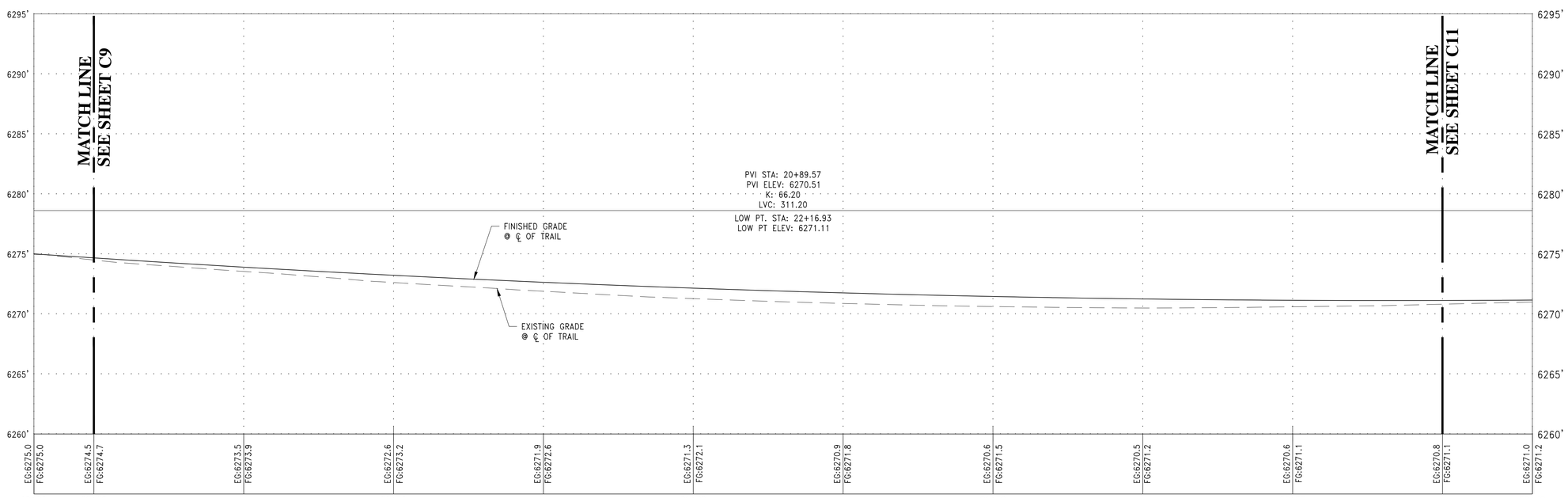
STA 20+00-22+25
SCALE 1"=10'

TREE REMOVAL	
DIAMETER	NUMBER
14"	1
>14"<30"	0
≥30"	1

LEGEND

FIBER ROLL	436 LF	1/D3
TREE PROTECTION	158 LF	

TOTAL THIS SHEET



PROFILE

STA 20+00-22+25
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 20+00-22+25

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE — SOUTH LAKE TAHOE, CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-7726

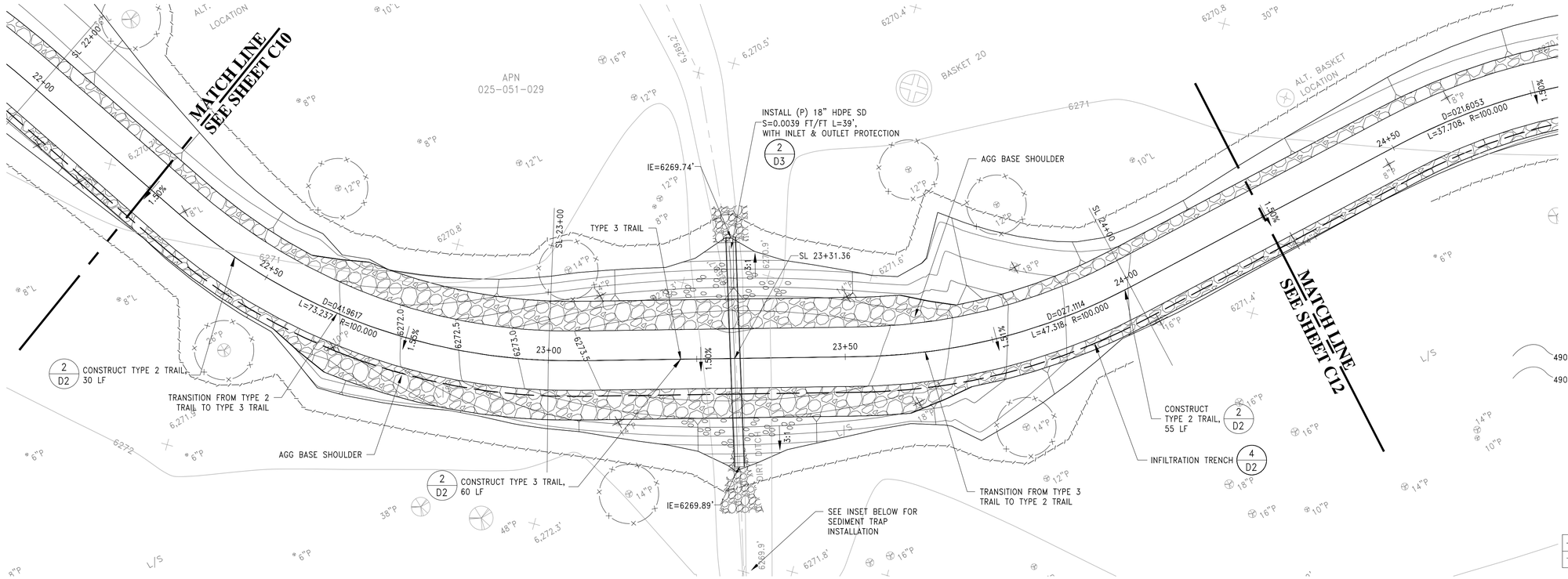
REGISTERED PROFESSIONAL ENGINEER — JAMES A. GRAFF — No. 54137 — Exp.12-31-25 — CIVIL — STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.

C10 OF 29



PLAN

STA 22+25–24+25
SCALE 1"=10'

10 0 10 20
SCALE IN FEET
1" = 10'-0"

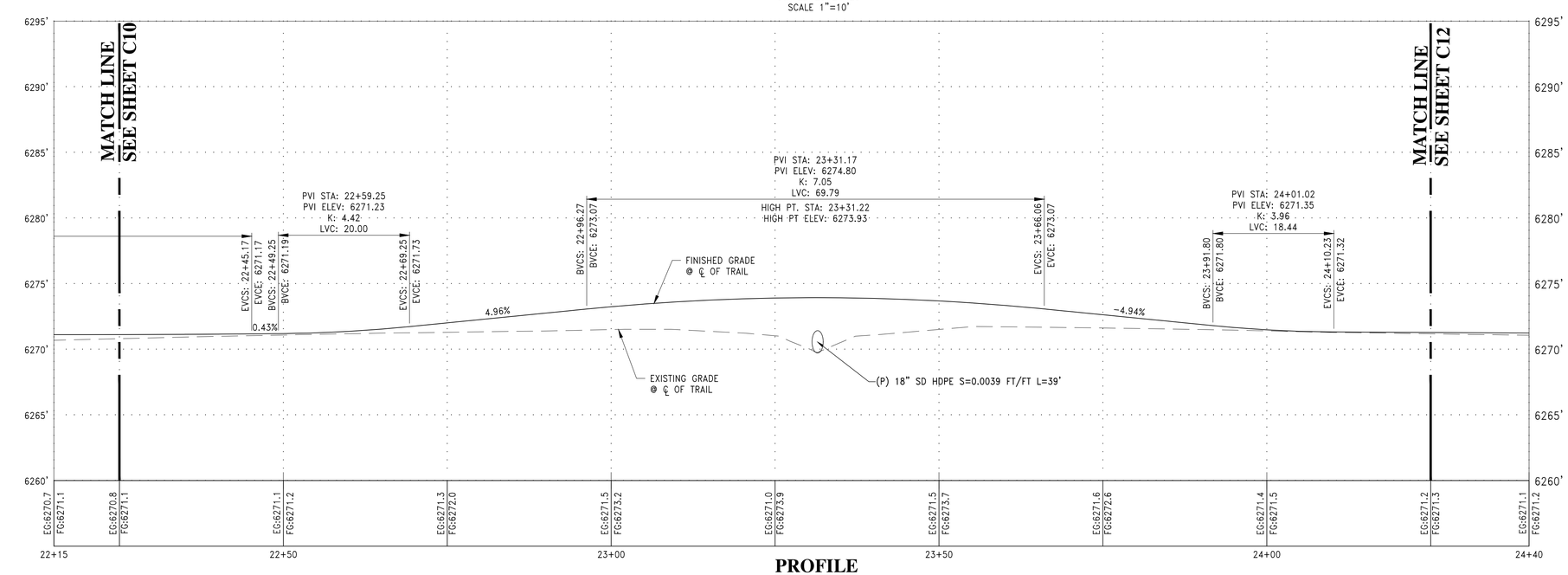
4900 MAJOR CONTOUR LINE (2.5' INTERVAL)
4900 MINOR CONTOUR LINE (0.5' INTERVAL)

TREE REMOVAL	
DIAMETER	NUMBER
14"	3
>14"<30"	3
≥30"	0

LEGEND

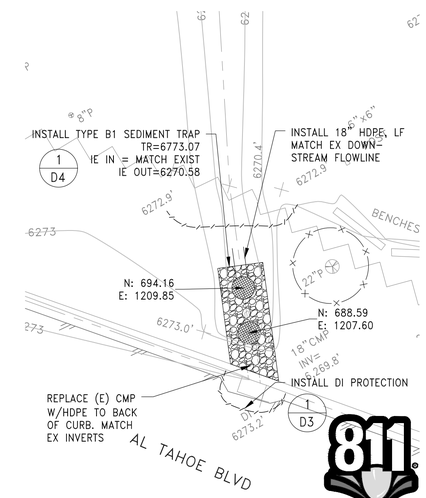
FIBER ROLL	429 LF	1/D3
TREE PROTECTION	251 LF	

TOTAL THIS SHEET



PROFILE

STA 22+25–24+25
SCALE HORIZ: 1"=10' VERT: 1"=5'



INSET

SEDIMENT TRAP LOCATION
SCALE 1"=10'

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE
STA 22+25-24+25

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

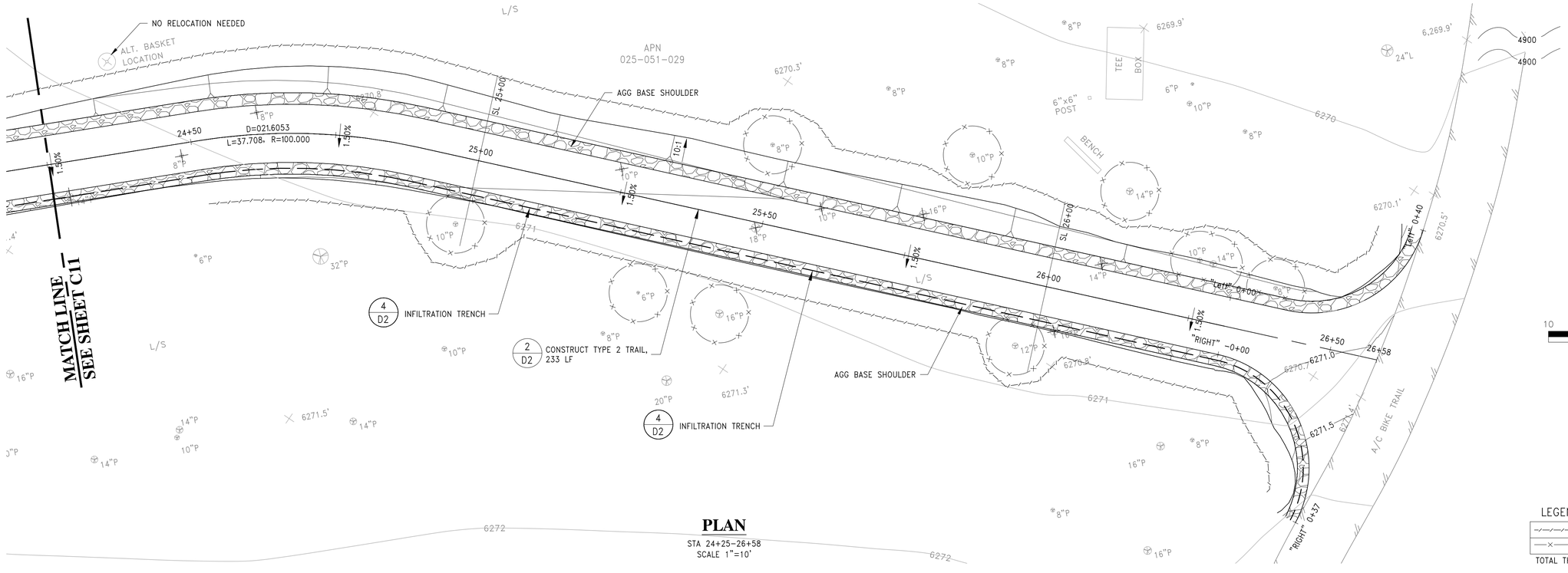
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C11 OF 29



PLAN

STA 24+25-26+58
SCALE 1"=10'

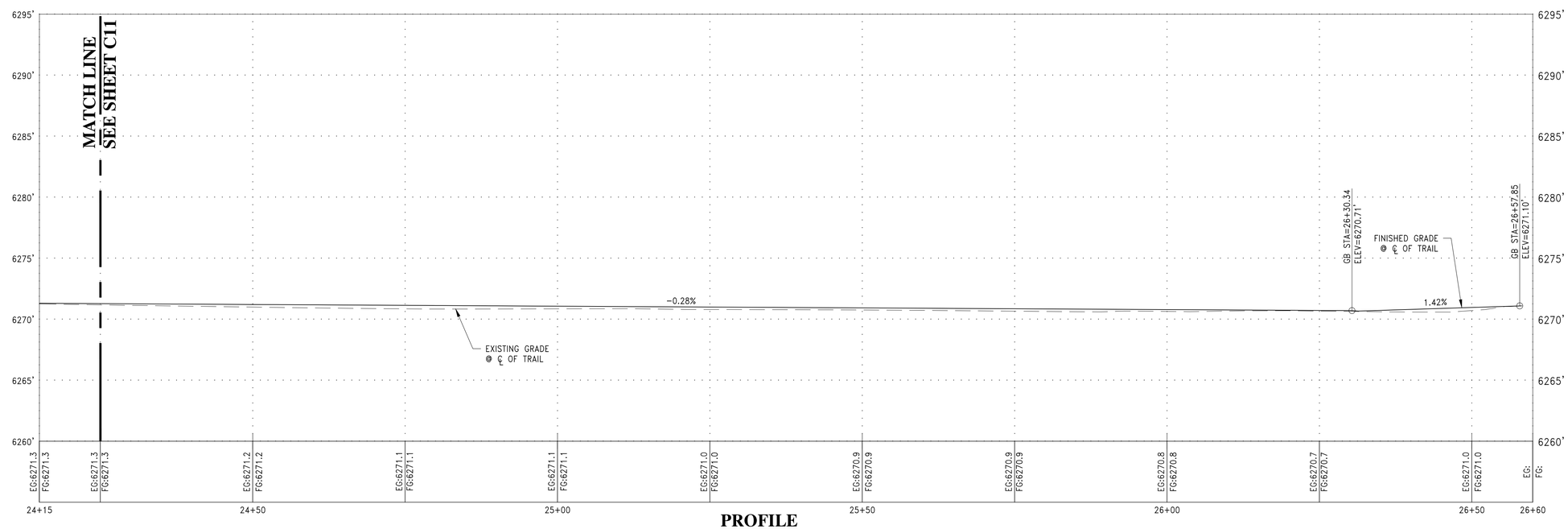
TREE REMOVAL	
DIAMETER	NUMBER
14"	2
>14"<30"	3
≥30"	0

LEGEND

—/—/—/—/—	FIBER ROLL	458 LF
—×——×—	TREE PROTECTION	283 LF

TOTAL THIS SHEET

1 / D3



PROFILE

STA 24+25-26+58
SCALE HORIZ: 1"=10' VERT: 1"=5'

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: TRAIL PLAN & PROFILE STA 24+25-26+58

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
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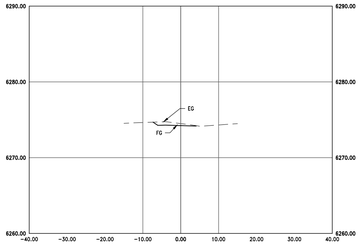
REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

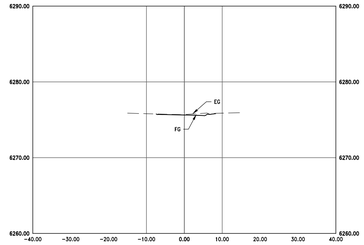
Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C12 OF 29

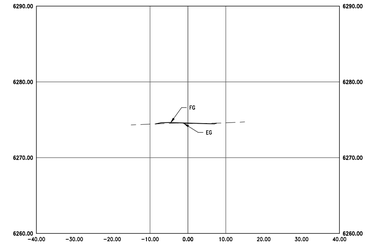
Bike 2+00.00



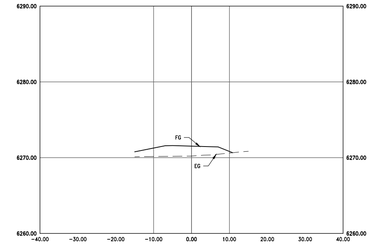
Bike 3+00.00



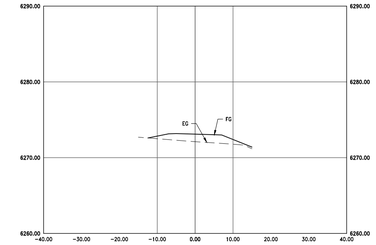
Bike 4+00.00



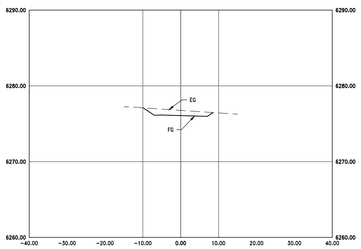
Bike 5+00.00



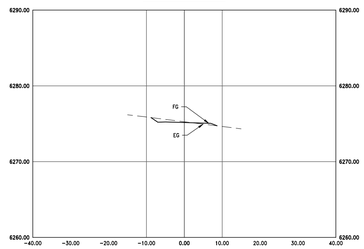
Bike 6+00.00



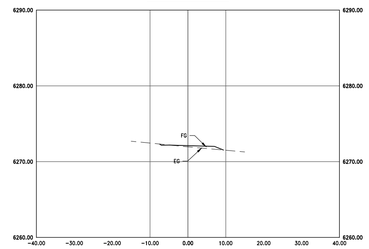
Bike 7+00.00



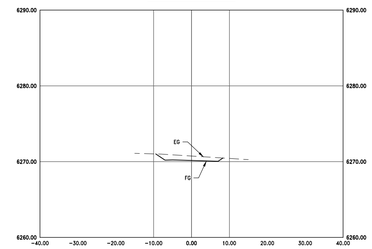
Bike 8+00.00



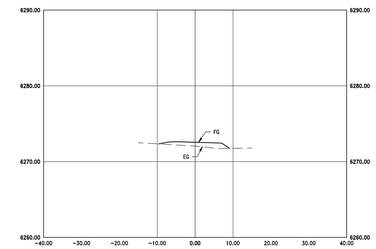
Bike 9+00.00



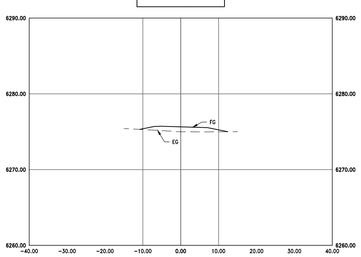
Bike 10+00.00



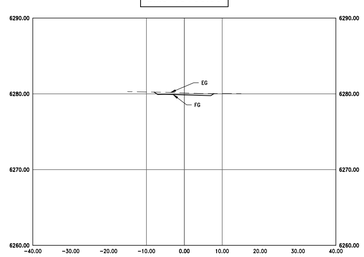
Bike 11+00.00



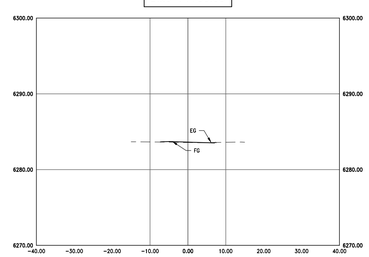
Bike 12+00.00



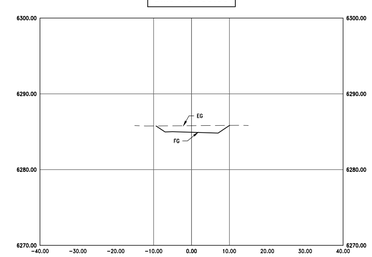
Bike 13+00.00



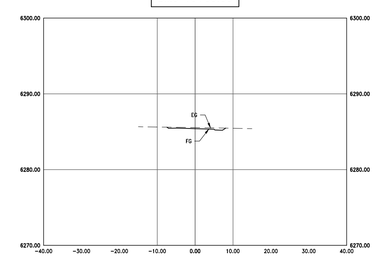
Bike 14+00.00



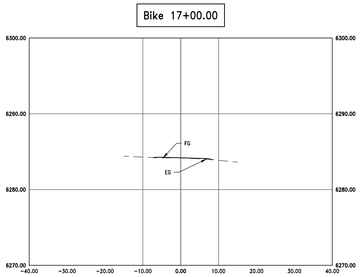
Bike 15+00.00



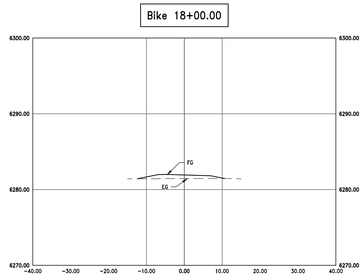
Bike 16+00.00



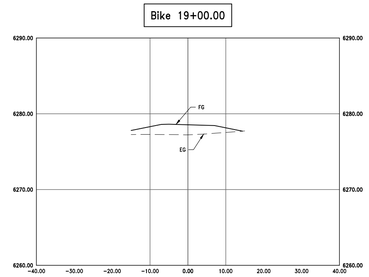
Bike 17+00.00



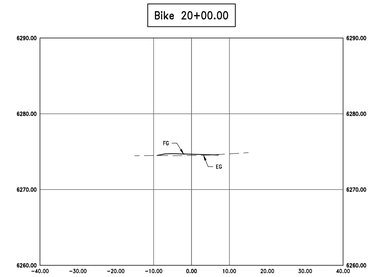
Bike 18+00.00



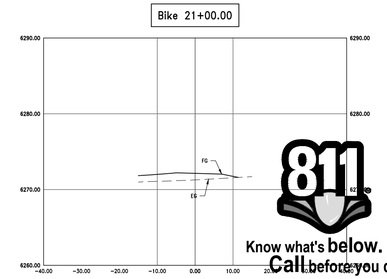
Bike 19+00.00



Bike 20+00.00



Bike 21+00.00



811 Know what's below. Call before you dig.

TRAIL SECTIONS

STA 2+00-21+00
SCALE HORIZ: 1"=20' VERT: 1"=2'

20 0 20 40
SCALE IN FEET
1" = 20'-0"

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE
TRAIL SECTIONS
STA 2+00-21+00

PROJECT
BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

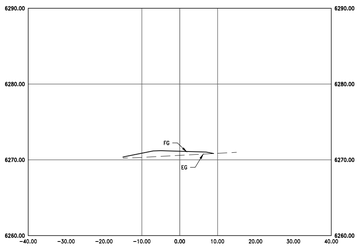
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
388 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-7726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROSWELL
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA
4-18-2025

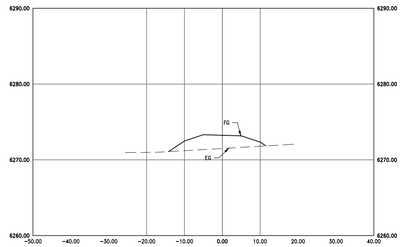
Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C13 OF 29

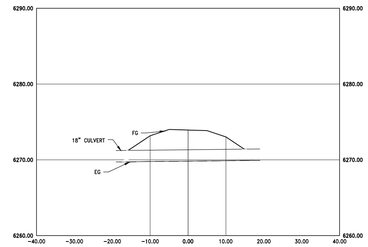
Bike 22+00.00



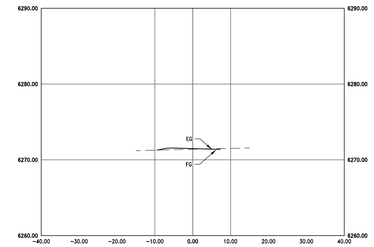
Bike 23+00.00



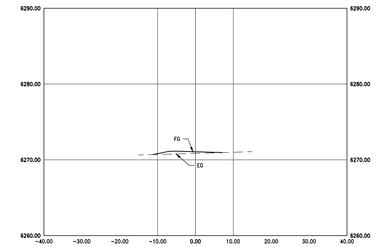
Bike 23+31.36



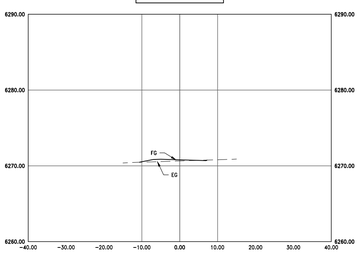
Bike 24+00.00



Bike 25+00.00



Bike 26+00.00



TRAIL SECTIONS

STA 22+00-26+58
SCALE HORIZ: 1"=20' VERT: 1"=2'

20 0 20 40
SCALE IN FEET
1" = 20'-0"

Know what's **below.**
Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE
TRAIL SECTIONS
STA 22+00-26+58

PROJECT
BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE
SOUTH LAKE TAHOE CALIFORNIA

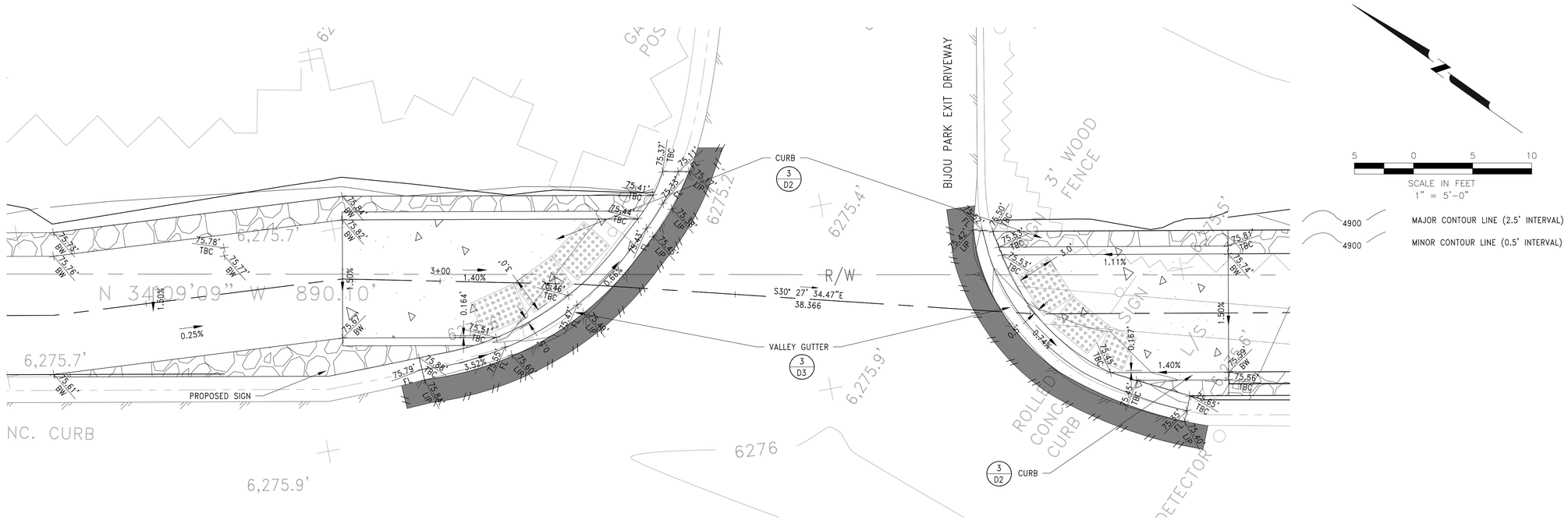
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

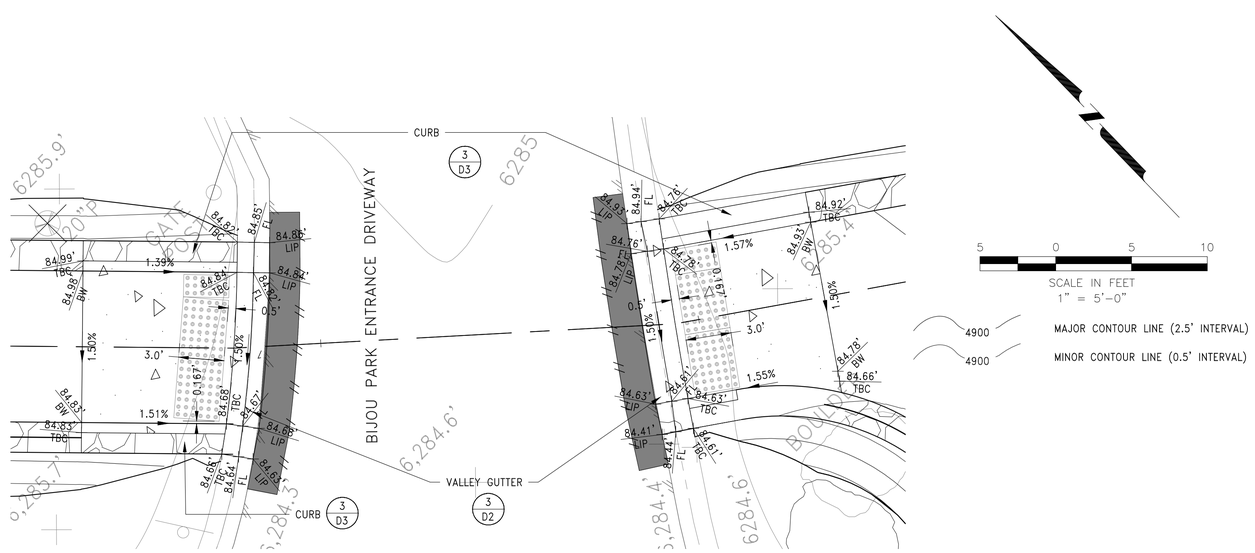
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C14 OF **29**



BIJOU PARK EXIT DRIVEWAY RAMPS



BIJOU PARK ENTRANCE DRIVEWAY RAMPS

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APP'D
1				
2				
3				
4				
5				

TITLE: **RAMP DETAIL SHEET-1**

PROJECT: **BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE**

SOUTH LAKE TAHOE CALIFORNIA

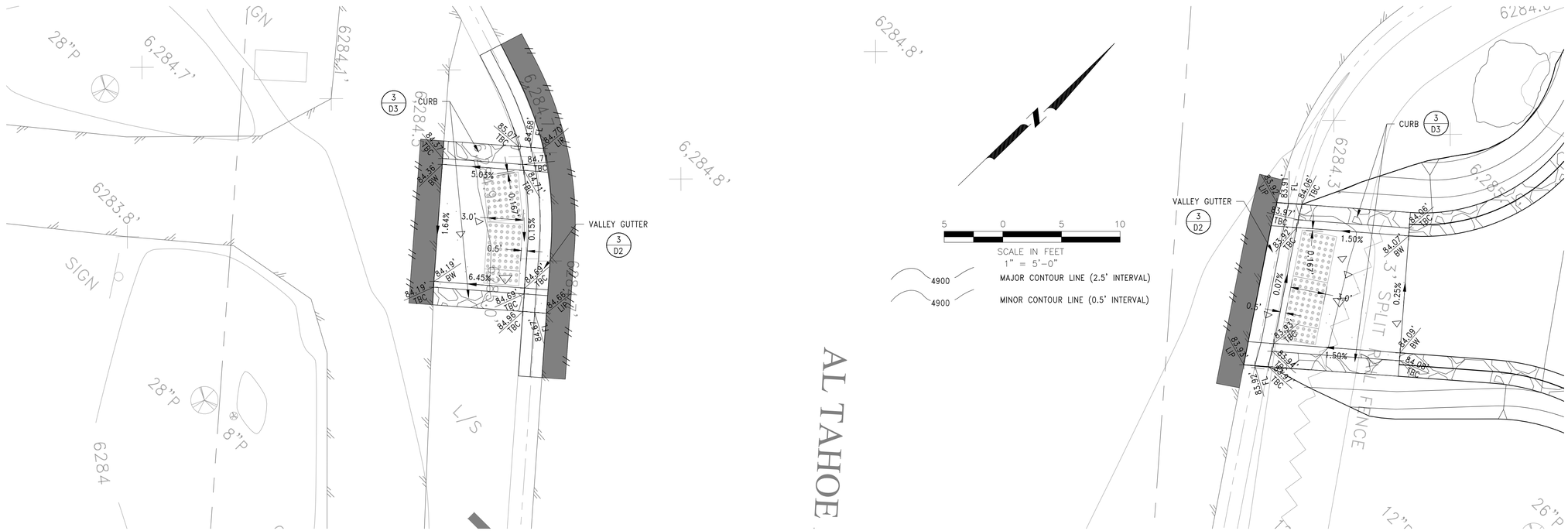
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-7726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMAN
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

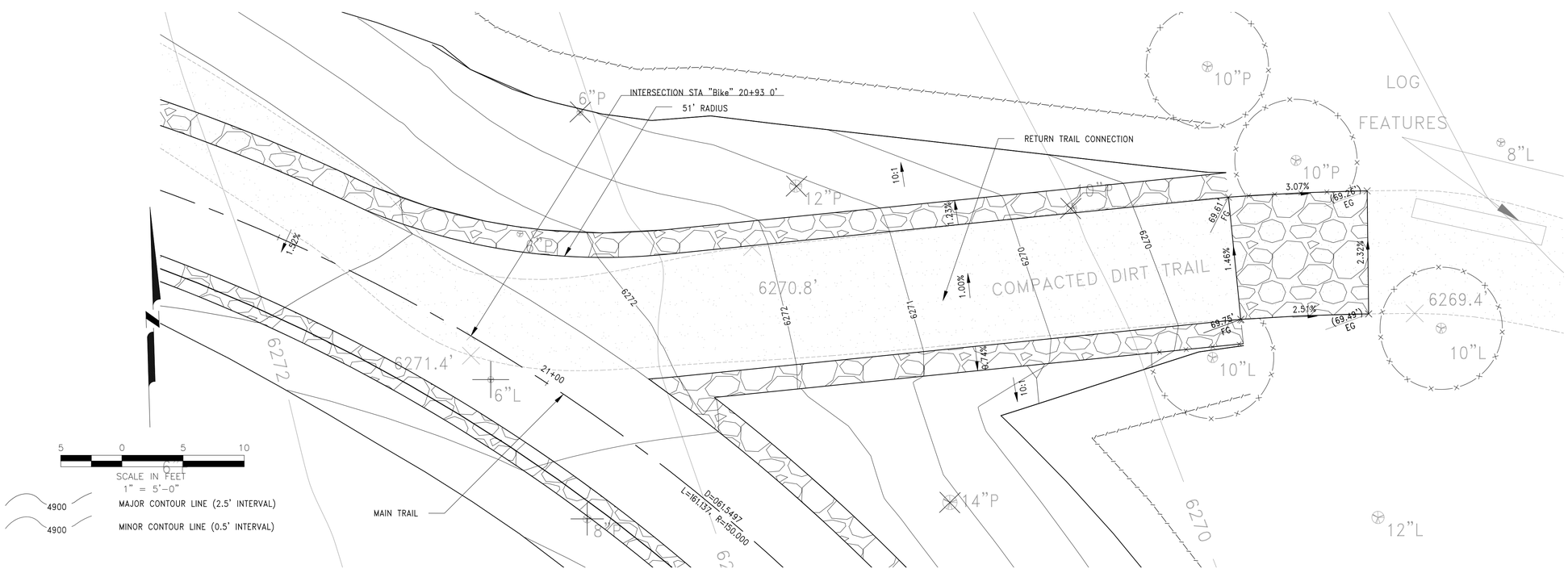
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
C15 OF **29**



AL TAHOE BLVD CROSSING



RETURN TRAIL CONNECTION

TREE REMOVAL	
DIAMETER	NUMBER
14"	0
>14"<30"	0
≥30"	0

LEGEND

FIBER ROLL	46 LF	1/D3
TREE PROTECTION	125 LF	

TOTAL THIS SHEET

Know what's **below.** **Call** before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: **RAMP DETAIL SHEET-2**

PROJECT: **BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE**

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
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REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMAN
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

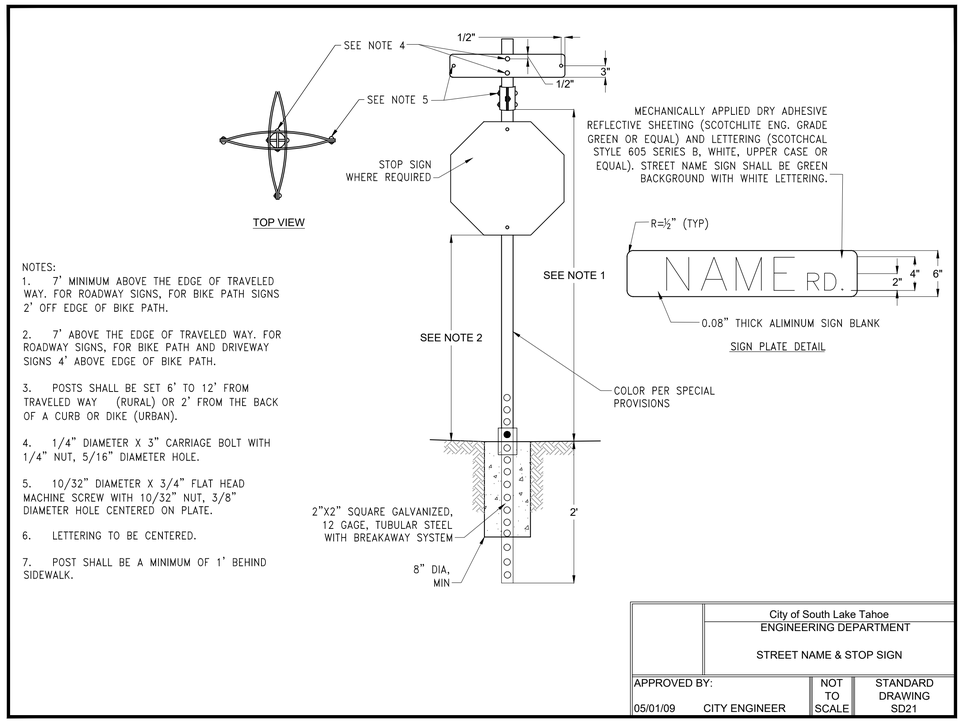
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.

C16 OF **29**

4/18/2025 10:48 AM

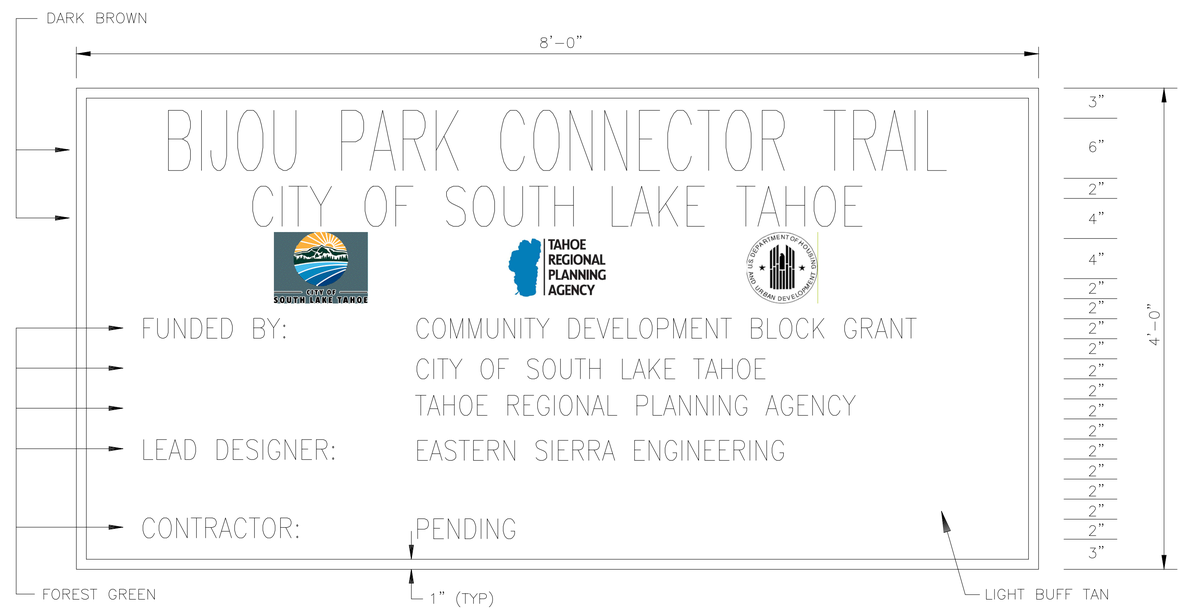


NOTES:
1. 7' MINIMUM ABOVE THE EDGE OF TRAVELED WAY. FOR ROADWAY SIGNS, FOR BIKE PATH SIGNS 2' OFF EDGE OF BIKE PATH.
2. 7' ABOVE THE EDGE OF TRAVELED WAY. FOR ROADWAY SIGNS, FOR BIKE PATH AND DRIVEWAY SIGNS 4' ABOVE EDGE OF BIKE PATH.
3. POSTS SHALL BE SET 6' TO 12' FROM TRAVELED WAY (RURAL) OR 2' FROM THE BACK OF A CURB OR DIKE (URBAN).
4. 1/4" DIAMETER X 3" CARRIAGE BOLT WITH 1/4" NUT, 5/16" DIAMETER HOLE.
5. 10/32" DIAMETER X 3/4" FLAT HEAD MACHINE SCREW WITH 10/32" NUT, 3/8" DIAMETER HOLE CENTERED ON PLATE.
6. LETTERING TO BE CENTERED.
7. POST SHALL BE A MINIMUM OF 1' BEHIND SIDEWALK.

	City of South Lake Tahoe ENGINEERING DEPARTMENT STREET NAME & STOP SIGN		
APPROVED BY: 05/01/09 CITY ENGINEER		NOT TO SCALE	STANDARD DRAWING SD21

1 / D1 STOP SIGN INSTALLATION

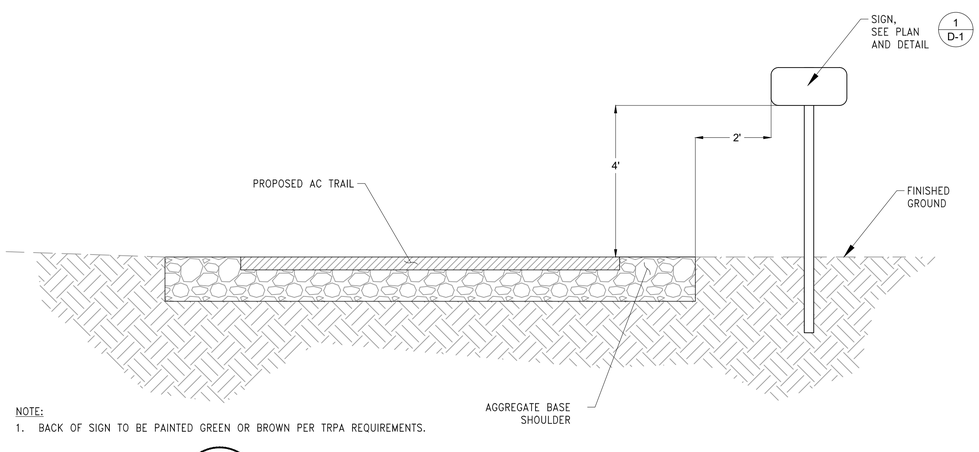
SCALE: N.T.S.



NOTES:
1. SIGN POSTS SHALL BE 4"X6" DOUGLAS FIR
2. SIGN POSTS SHALL BE BURIED 4' MINIMUM INTO THE GROUND
3. SIGN POSTS SHALL HAVE A CONCRETE FOOTING ALL AROUND THE BURIED PORTION OF THE POSTS, 6" MINIMUM THICKNESS IN ALL DIRECTIONS
4. CONCRETE SHALL BE 4,000 PSI IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS
5. SIGN MATERIAL SHALL BE 1" ADX PLYWOOD BOARD PAINTED WITH ENAMEL, 2 COATS, OFF WHITE
6. ALL SIGN LOGOS WILL BE PROVIDED BY THE OWNER IN ".JPG" FORMAT TO THE CONTRACTOR
7. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.
8. CITY OF SOUTH LAKE TAHOE WILL DETERMINE SIGN LOCATION
9. LETTER SIZE AND SPACING MAY BE ADJUSTED BY THE SIGN PAINTER AS NEEDED TO REFLECT THE HIGHEST QUALITY OF CRAFTSMANSHIP IN THE FINISHED PRODUCT
10. COLORS MAY BE ADJUSTED BY THE SIGN PAINTER AND SHALL PRESENT AN EASY TO READ, AESTHETICALLY PLEASING FINISHED PRODUCT

2 / D1 PROJECT SIGN

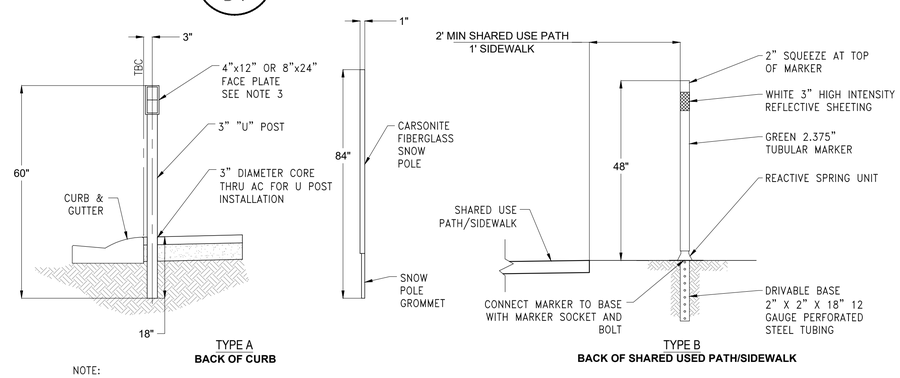
SCALE: N.T.S.



NOTE:
1. BACK OF SIGN TO BE PAINTED GREEN OR BROWN PER TRPA REQUIREMENTS.

3 / D1 PATH/TRAIL & DRIVEWAY SIGN LOCATION

SCALE: N.T.S.



NOTE:
1. COORDINATE ROAD SIDE MARKER FACE PLATE SIZE, COLORS, AND LOCATIONS WITH THE CITY OF SOUTH LAKE TAHOE STREET MAINTENANCE DEPARTMENT PRIOR TO ORDERING MATERIALS AND CORING.
2. REFLECTIVE MARKERS USED ARE DG3 REFLECTIVE BLUE, YELLOW, AND WHITE.
3. 4" x 12" MARKER FACES USED TO MARK OBSTACLES AND TYPES OF CURB. 8" x 24" MARKER FACES USED TO MARK ALL DRAINAGE.
4. OBSTACLES AND CURBS ARE MARKED WITH WHITE AND WHEN BLUE IS ADDED TO THE FACE PLATE IT INDICATES THERE IS A VERTICAL CURB OR D CURB AS OPPOSED TO A ROLLED CURB.
5. ALL DRAINAGE IS MARKED WITH THE COLOR YELLOW, AND WHEN BLUE IS ADDED IT INDICATES THERE IS A VERTICAL CURB AT THE BACK OF THE INLET AS OPPOSED TO A ROLLED CURB OR FLUSH DRAIN. DRAINS ARE ALSO MARKED AT THE BOTTOM OF THE FACE PLATE WITH BLACK LETTERS TO DESCRIBE THE TYPE OF DRAINAGE, "D.I." IS A TYPICAL DROP INLET, "P" IS A PIPE INLET OR OUTLET, AND "D.W." IS A DRY WELL.
6. FIBERGLASS SNOW POLES ARE MARKED AS LISTED FOR MARKER PLATES.
7. MARKERS WILL ONLY BE PLACED ON ONE SIDE OF THE TRAIL.

4 / D1 MARKER & SNOWPOLE

SCALE: N.T.S.

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: DETAILS

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE — SOUTH LAKE TAHOE, CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
3083 SOLAR LATCH SUITE 203
SOUTH LAKE TAHOE, NV 89704
MAIN: (775) 586-8178
FAX: (775) 393-7326

REGISTERED PROFESSIONAL ENGINEER — JENNIFER C. ROWE — No. 54137 — Exp. 12-31-25 — CIVIL — STATE OF CALIFORNIA

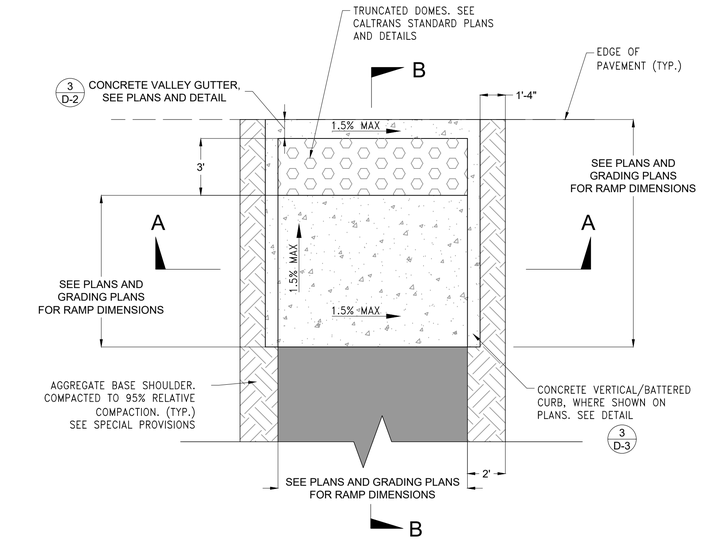
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

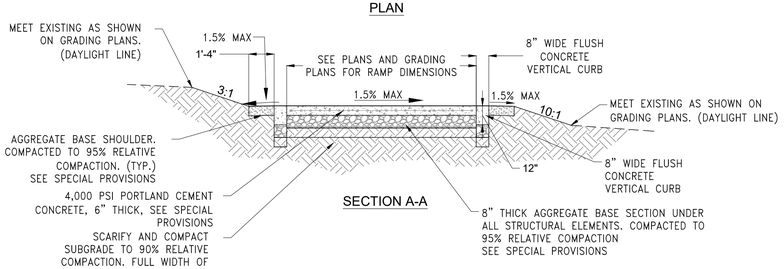
SHEET No.
D1 OF 29

P:\2021 Projects\21240 - Bijou Park Bike Path\ACAD\SHEETS\21240-DETAILS.dwg

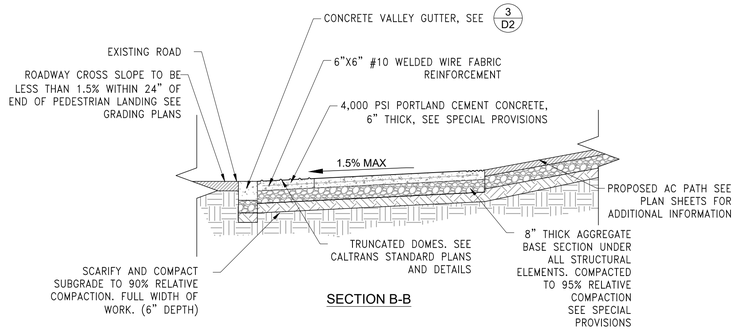
4/18/2025 10:48 AM



PLAN



SECTION A-A

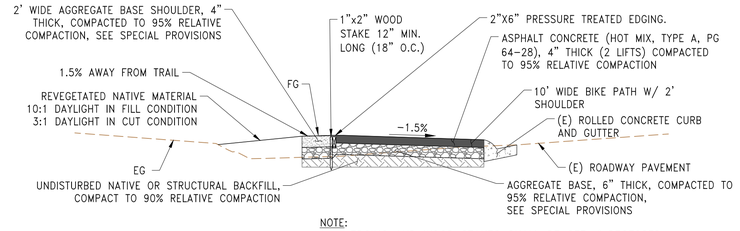


SECTION B-B

NOTES:
1. PEDESTRIAN RAMP DETAILS ARE REPRESENTATIVE ONLY AND PROVIDE MATERIAL AND CONSTRUCTION REQUIREMENTS ONLY. SEE PLAN VIEWS, GRADING SHEETS AND PEDESTRIAN RAMP SHEETS FOR DETAILED LAYOUT AND GRADING INFORMATION.
2. ALL PEDESTRIAN RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALTRANS ENCROACHMENT PERMIT (HIGHWAY 50 PEDESTRIAN RAMPS)
3. ALL PEDESTRIAN RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALTRANS STANDARD PLANS AND SPECIAL PROVISIONS

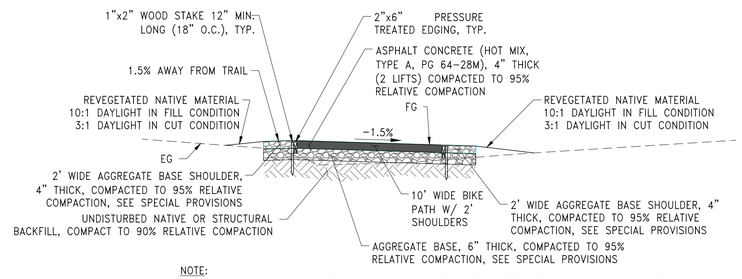
1 / D2 PEDESTRIAN LANDING

SCALE: N.T.S.



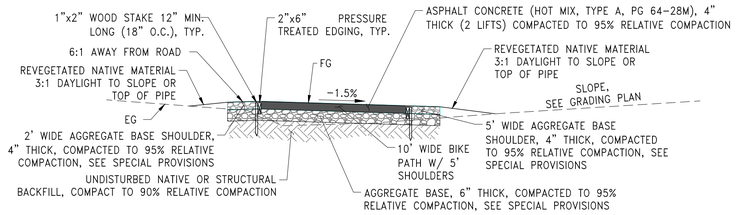
NOTE:
1. EDGING AND WOOD STAKES SHALL BE SET / RECESSED BELOW TOP OF AC 0" TO 0.25". NO STAKE OR EDGING SHALL PROTRUDE ABOVE AC SURFACE.

TYPE 1



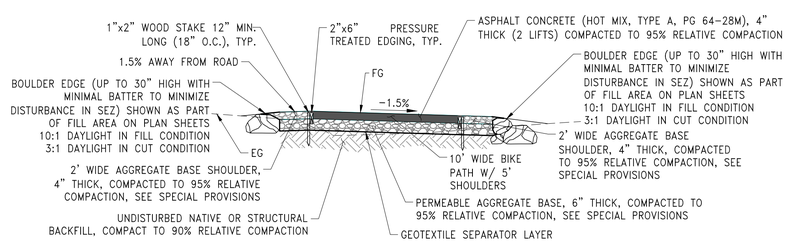
NOTE:
1. EDGING AND WOOD STAKES SHALL BE SET / RECESSED BELOW TOP OF AC 0" TO 0.25". NO STAKE OR EDGING SHALL PROTRUDE ABOVE AC SURFACE.

TYPE 2



NOTE:
1. EDGING AND WOOD STAKES SHALL BE SET / RECESSED BELOW TOP OF AC 0" TO 0.25". NO STAKE OR EDGING SHALL PROTRUDE ABOVE AC SURFACE.

TYPE 3

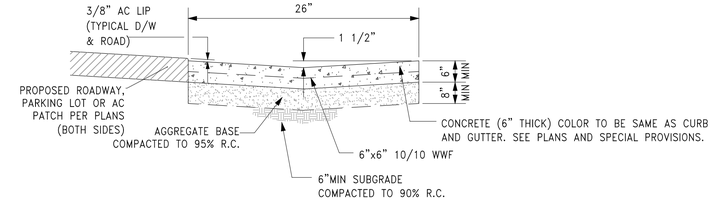


NOTE:
1. EDGING AND WOOD STAKES SHALL BE SET / RECESSED BELOW TOP OF AC 0" TO 0.25". NO STAKE OR EDGING SHALL PROTRUDE ABOVE AC SURFACE.

TYPE 4

2 / D2 MULTI USE TRAIL DETAILS

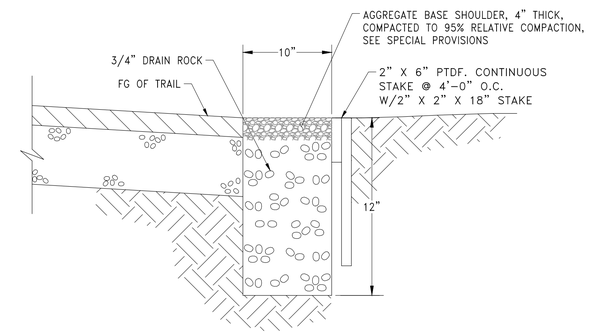
SCALE: N.T.S.



NOTES:
1. AGGREGATE BASE SHALL BE IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS.
2. PORTLAND CEMENT CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF THE SPECIAL PROVISIONS AND THE STANDARD SPECIFICATIONS FOR CONCRETE EXPOSED TO FREEZE-THAW ENVIRONMENTS.
3. VALLEY GUTTER TO BE CONSTRUCTED IN LOCATIONS SHOWN ON THE PLANS AND/OR WHERE DIRECTED BY THE ENGINEER.

3 / D2 VALLEY GUTTER

SCALE: N.T.S.



BMP CALCULATION SPREADSHEET

Property Address:	1301 AL TAHOE BLVD																			
(Start here) **APN:**	025.041.009																			
Date:	10/30/24																			
Designed By:																				

APN lookup | **Water Table:** | MAP DATA >5ft | ON-SITE DEPTHS | **Restriction:** None noted | **Max. Depth of Install:** 67 in. | **Map Unit:** 7444 | **Total Drain Rock Quantity (yd^3)** 76.7 | **Total Runoff (ft^3)** ##### | **Amount Treated** 2071.9 | **Total Excavation (yd^3)** 76.7

Contributing Surface	Path																			
# of Stories	0																			
Length (ft.)	2486.3																			
Width (ft.)	10																			
Area (ft2)																				
Area (ft^2)	24863	0	0	0	0	0	0	0	0	0	0		0	0			0	0		
Runoff (ft^3)	**2071.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**	**0.0**		**0.0**	**0.0**	**0.0**	
Treatment Label:	Path														Total				Total	
Length (ft.)	2486.3																			
Width (in.)	10																			
Depth (in.)	12																			
On-Site Ksat ($^{in}/_{hr}$)	4.0																			
mapped Ksat ($^{in}/_{hr}$)	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8	12.8		12.8	12.8			12.8	12.8		
Prefab Void Space (%)																				
Average Void Space (%)	40%																			
Effective Volume (yd^3)	76.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0			0.0	0.0		
Treatment Capacity (ft^3)	**2071.9**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**		**0.0**	**0.0**	**0.0**		**0.0**	**0.0**	**0.0**	
Drain Rock Quantity (yd^3)	76.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	**0.0**		0.0	0.0	**0.0**	
Excess Runoff (ft^3)	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				**0.0**				**0.0**	
Excess Capacity (ft^3)	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**				**0.0**				**0.0**	

4 / D2 INFILTRATION TRENCH

SCALE: N.T.S.

811 Know what's **below.** **Call** before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
4				
5				

TITLE: **DETAILS**

PROJECT: **BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE**

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
3053 FITZGERALD RD. STE 200
ZZZ@EASTERNSIERRAENG.COM
MAIN: (775) 548-8791 78
FAX: (775) 331-1726 6

REGISTERED PROFESSIONAL ENGINEER JENNIFER G. ROWE No. 54137 Exp. 12-31-25 CIVIL STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
D2 OF **29**

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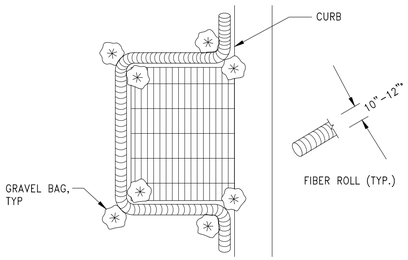
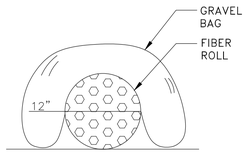


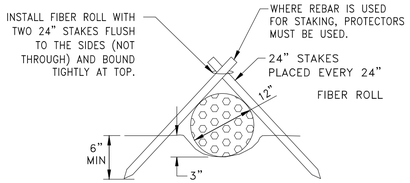
NOTES:

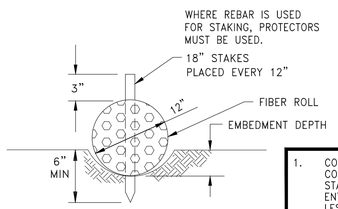
1. PROTECT FLOWLINE AROUND DI OR ANCHOR ACROSS TRENCH AS IN FIBER ROLL DETAIL.
2. STAKE OR ANCHOR W/GRAVEL BAGS IN PLACE.
3. INSTALL FILTER FABRIC UNDER CATCH BASIN GRATE DURING CONSTRUCTION. REPLACE FILTER FABRIC WEEKLY.

FIBER ROLL DI PROTECTION



WEIGHTED FIBER ROLL

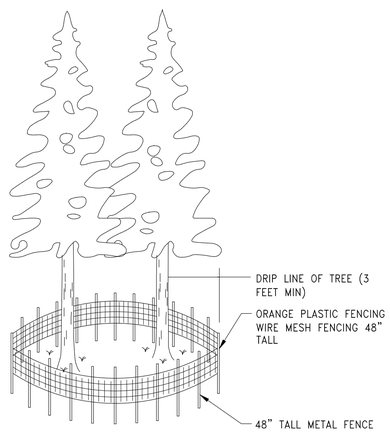




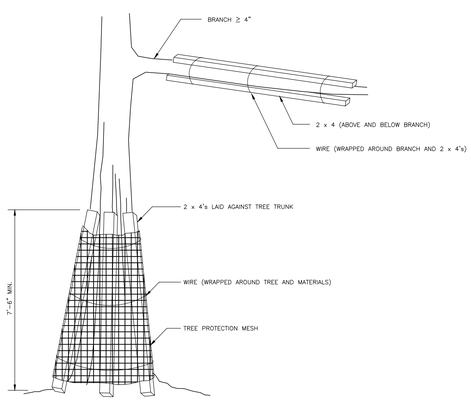
STAKED FIBER ROLL

NOTES:

1. FOR STAKED FIBER ROLL, EMBEDMENT DEPTH TO BE D/3 OR PER MFG RECOMMENDATIONS.
2. WEIGHTED FIBER ROLL TO BE USED IN LOCATIONS WHERE EMBEDMENT IS NOT POSSIBLE.
3. CONTRACTOR TO INSTALL FIBER ROLL ADJACENT TO WATER LINE EXCAVATION TO PREVENT DISCHARGE OF SEDIMENT TO STORM DRAIN.
4. GRAVEL BAG FOR WEIGHTED FIBER ROLL TO BE FILLED WITH CLEAN WASHED 3/4" DRAIN ROCK.

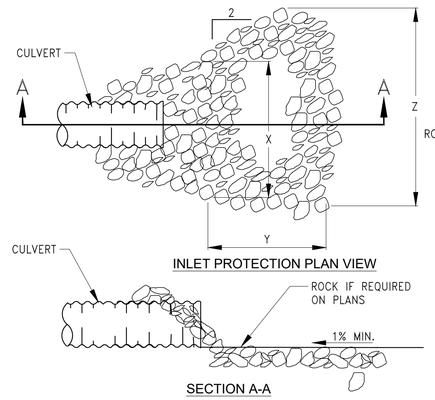


NORMAL VEGETATION PROTECTION/ CONSTRUCTION LIMIT FENCING



LARGE TREE PROTECTION

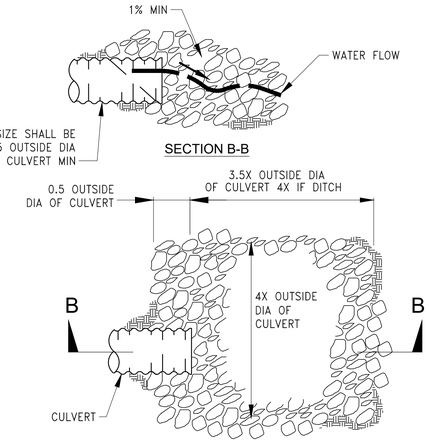
1 / D3 TEMPORARY CONTROLS
SCALE: N.T.S.



INLET PROTECTION PLAN VIEW

SECTION A-A

INLET PROTECTION MINIMUM DIMENSIONS				
ROCK CLASS	PIPE ø IN.	X FEET	Y FEET	Z FEET
NO. 1 BACKING	12	3	4	5
NO. 1 BACKING	18	4.5	6	7.5
NO. 1 BACKING	24	6	8	10
NO. 1 BACKING	30	7.5	10	12.5
NO. 1 BACKING	36	9	12	15
NO. 1 BACKING	42	10.5	14	17.5
NO. 1 BACKING	48	12	16	20

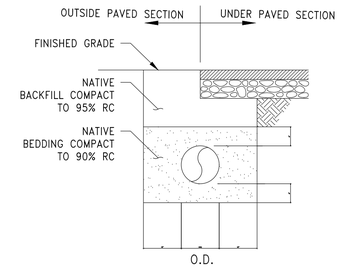


OUTLET PROTECTION PLAN VIEW

NOTES:

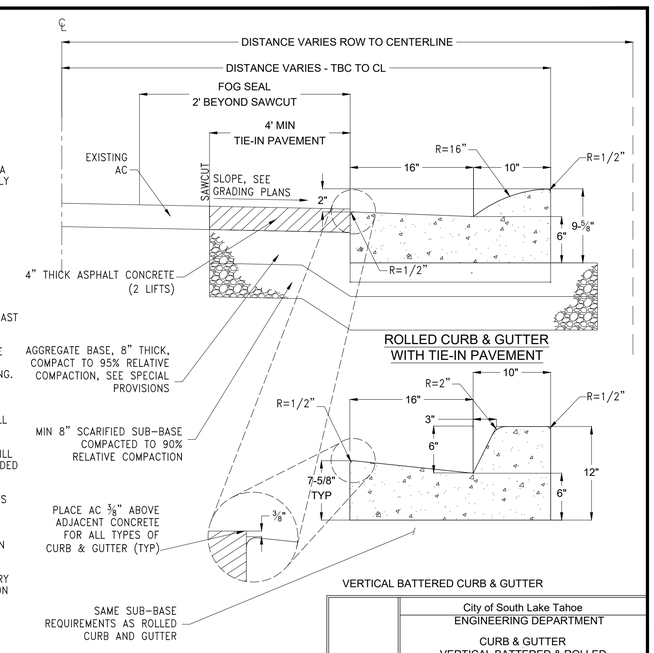
1. HAND PLACE ROCKS.
2. ALL ROCKS SHALL BE ANGULAR.
3. WHERE OUTLET SLOPE EXCEEDS 5%, A SEDIMENT BOWL OR ENERGY DISSIPATOR SHALL BE REQUIRED.
4. ROCK SLOPE PROTECTION SHALL BE SLOPED AT A MIN OF 1% INTO OR OUT OF CULVERT.
5. ALL CULVERTS OF 48 INCHES OR LARGER SHALL BE INSTALLED WITH REINFORCED CONCRETE HEADWALLS AND END WALLS WITH CUTOFF WALLS UNLESS OTHERWISE APPROVED BY THE ENGINEER.
6. ON OUTLET APPLICATIONS, 50% OF THE ROCKS SHALL BE LARGER THAN HALF THE DIAMETER OF THE PIPE.

2 / D3 CULVERT
SCALE: N.T.S.



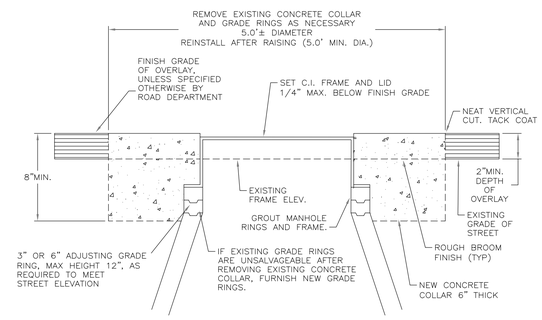
5 / D3 CULVERT TRENCH
SCALE: N.T.S.

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 THE 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.



	City of South Lake Tahoe ENGINEERING DEPARTMENT CURB & GUTTER VERTICAL BATTERED & ROLLED		
APPROVED BY: 05/01/09	CITY ENGINEER	NOT TO SCALE	STANDARD DRAWING SD04

3 / D3 CURB & GUTTER VERTICAL BATTERED & ROLLED
SCALE: N.T.S.



NOTES:

1. CONCRETE SHALL BE FIBER REINFORCED 4000 PSI AT 28 DAYS MIX.
2. CONTRACTOR MAY RAISE LIDS BEFORE OR AFTER OVERLAY AT HIS OPTION.
3. IF NEW BARREL SECTION IS ADDED ALL WORK SHALL CONFORM TO SANITARY SEWER MANHOLE DETAIL C03.
4. CONTRACTOR SHALL MAINTAIN MANHOLE FREE OF DEBRIS AT ALL TIMES.
5. GRADE RINGS SHALL BE PRECAST CONCRETE OR HDPE LADTECH INSTALLED PER MANUFACTURER'S SPECIFICATIONS. WOOD SHIMS ARE NOT ALLOWED WITH LADTECH SYSTEMS.
6. VACUUM TESTING NOT REQUIRED ON EXISTING MANHOLES.

4 / D3 MANHOLE ADJUSTMENT
SCALE: N.T.S.

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
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4				
5				

TITLE: DETAILS

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE — SOUTH LAKE TAHOE, CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
3083 SOLAR CT, SUITE 201
SOUTH LAKE TAHOE, NV 89150
PHONE: (775) 588-8178
FAX: (775) 588-7726

REGISTERED PROFESSIONAL ENGINEER — JENNIFER G. ROWE — No. 54137 — Exp. 12-31-25 — CIVIL — STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. D3 OF 29

P:\2021 Projects\21240 - Bijou Park Bike Path\ACAD\SHEETS\21240-DETAILS.dwg

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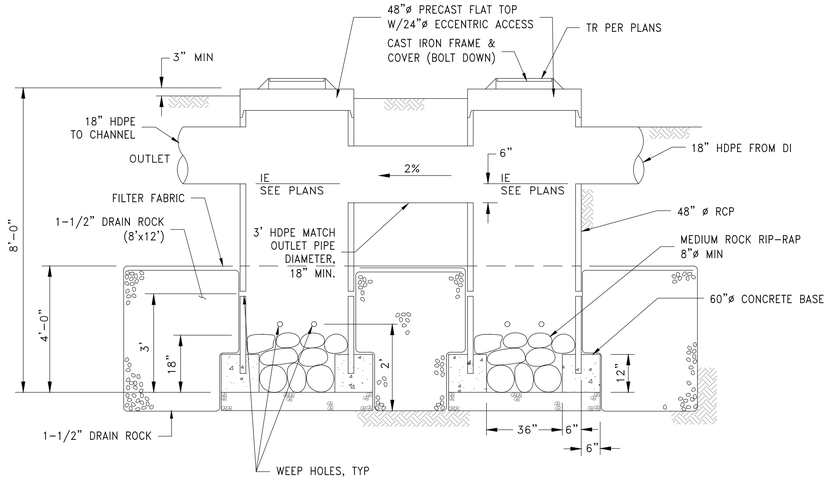
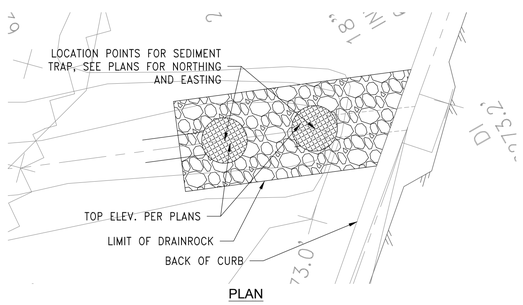


TYPE B1 CMP SEDIMENT TRAP

NO SCALE



PLAN

SEDIMENT TRAP NOTES

1. BACKFILL EXCAVATED AREA W/BACKFILL AT 90% RELATIVE COMPACTION.
2. PLANS IDENTIFY TYPE IF INLET AND OUTLET OF SEDIMENT TRAP
3. FOR TYPE A1 AND B1 SEDIMENT TRAPS SEE SEDIMENT TRAP WITH CURB OUTLET
4. CONSTRUCT STEPS IN EACH BARREL
5. ALL EXPOSED METAL SHALL BE PAINTED MIDNIGHT GREEN
6. CORE 8-4" WEEP HOLES, TYP EA BARREL 4 @ 3' ABOVE BASE, 4 @ 4' ABOVE BASE, 90° SEPARATION BETWEEN WEEP HOLES PER LAYER, OFFSET WEEP HOLES 45° BETWEEN LAYERS.

1 / D4 SEDIMENT TRAP

SCALE: N.T.S.

No.	Date	REVISIONS	BY	APPD
1				
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3				
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TITLE: **DETAILS**

PROJECT: **BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE**

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
3063 SOUTH LAKE TAHOE BLVD, SUITE 2B1
MAIL: P.O. BOX 1178
SOUTH LAKE TAHOE, NV 89449-8615
P.O. BOX 1178
SOUTH LAKE TAHOE, CA 96158
T. FAX: (775) 588-8615
T. FAX: (775) 588-7286

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMAN
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.

D4 OF **29**

811 Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

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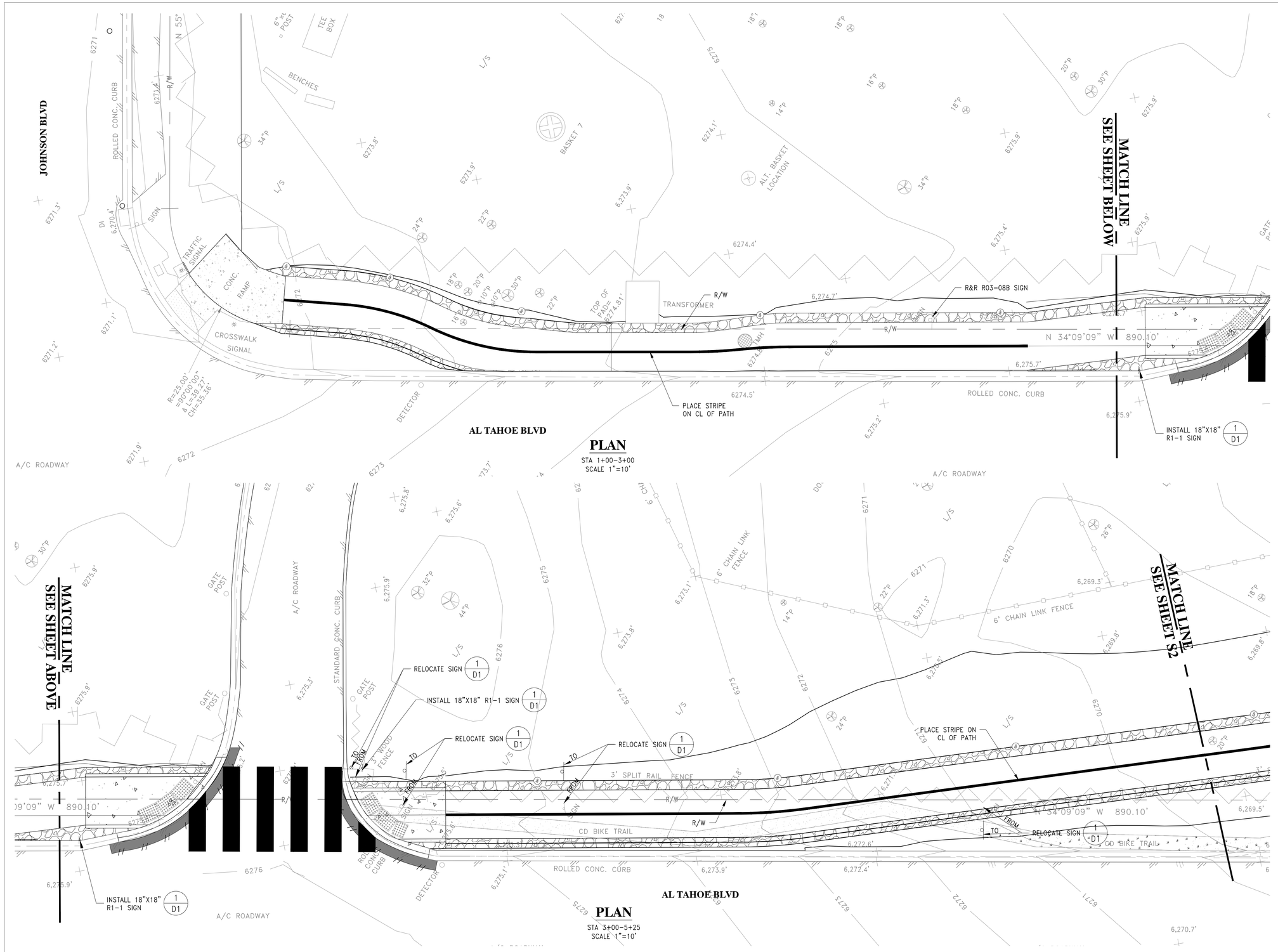

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
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TITLE: SIGNAGE & STRIPING STA 1+00-5+25

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

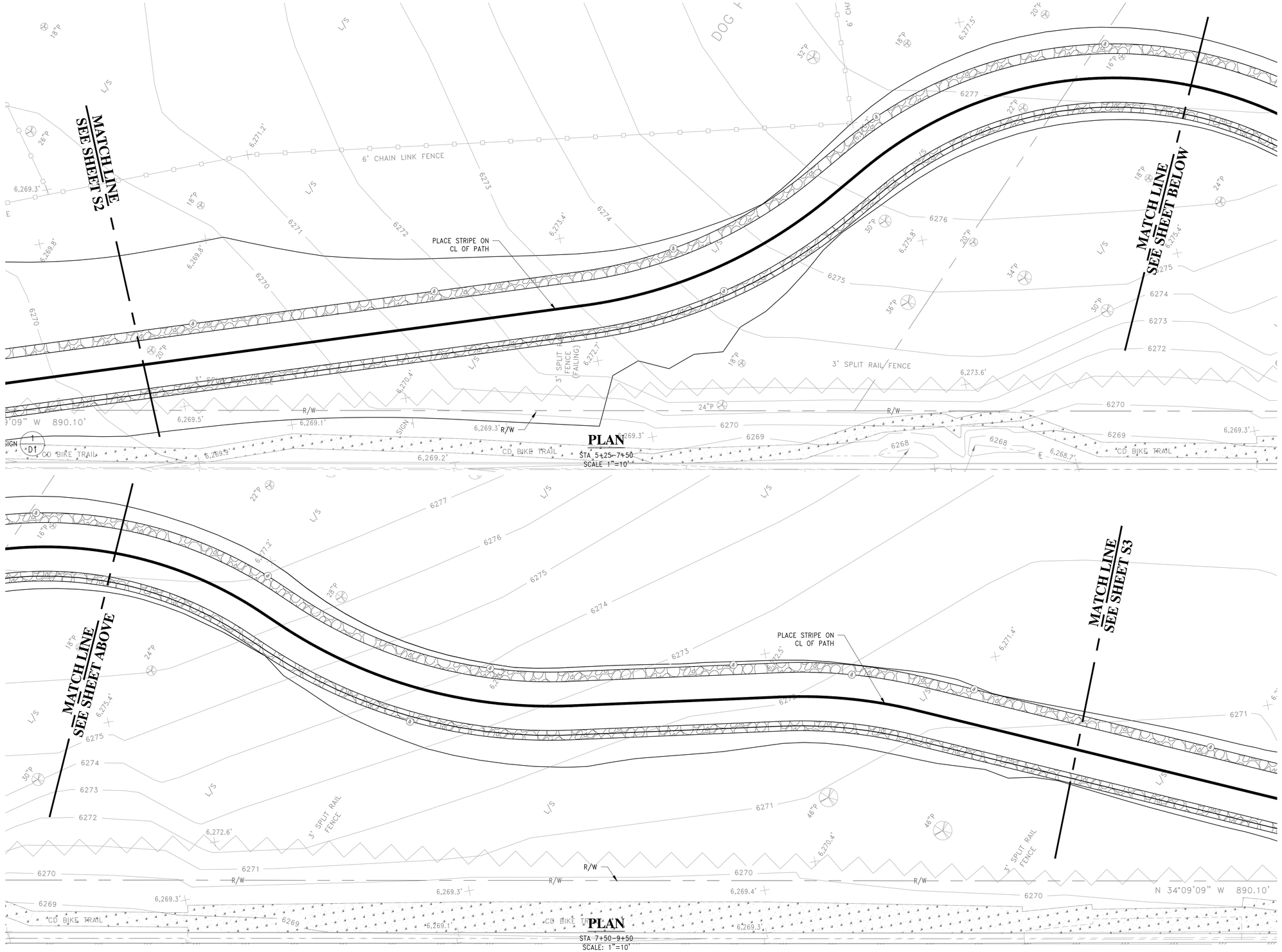
SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S1 OF 29



Know what's below.
Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
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TITLE: SIGNAGE & STRIPING
STA 5+25-9+50

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

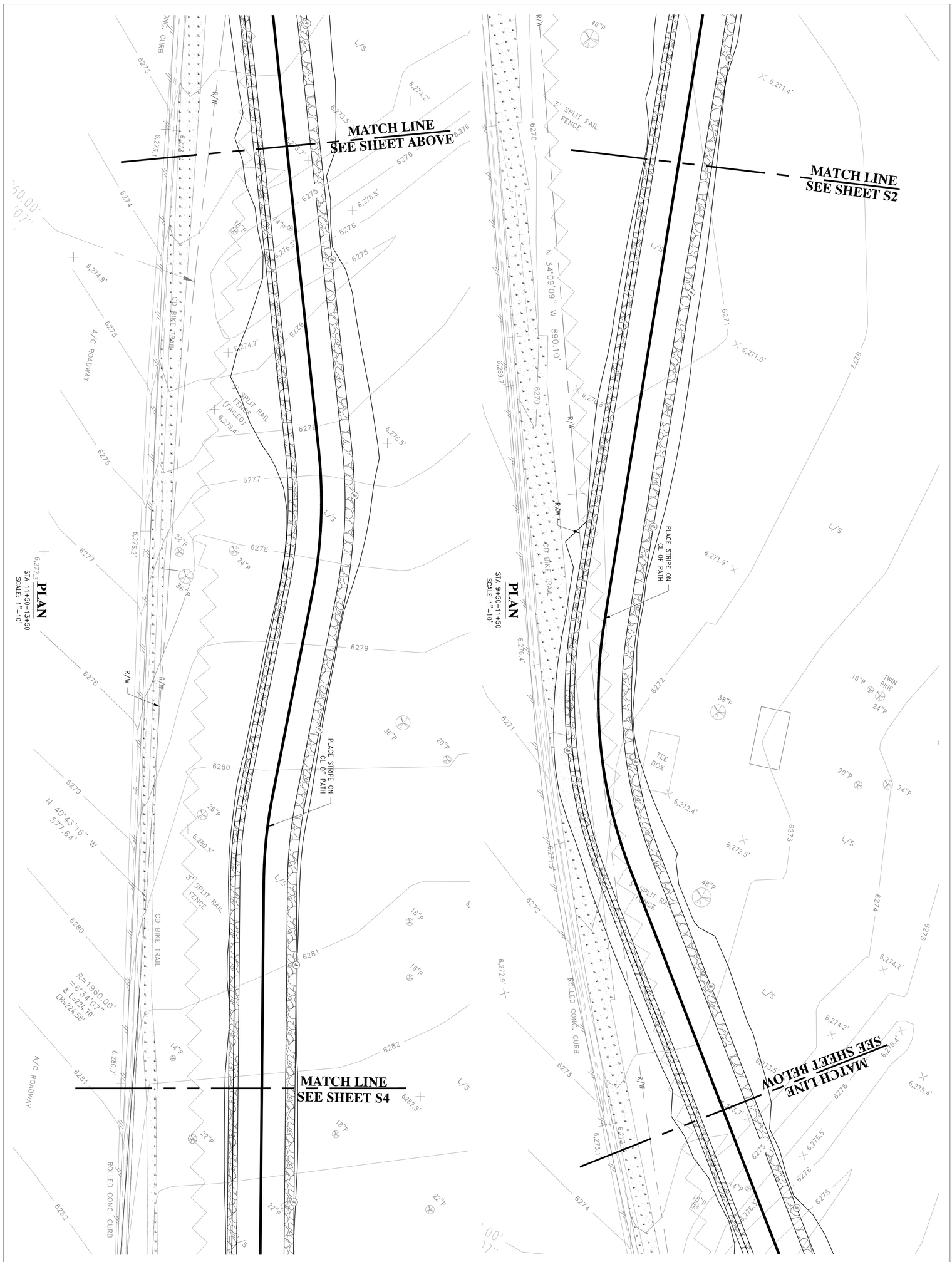
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S2 OF 29



100 PERCENT SUBMITTAL
DATE: 4/18/25

811 Know what's below. Call before you dig.

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
3083 SOUTH ALTA STREET
ZEPHYR COVE, NV 89448
MAIN: (775) 589-8178
FAX: (775) 588-7226

REGISTERED PROFESSIONAL ENGINEER
JENNIFER C. KIRKPATRICK
No. 54131
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

Designed:	8-28-2023
Drawn By:	RW
Approved By:	JCK
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No. S3 OF 29

TITLE: SIGNAGE & STRIPING
STA 9+50-13+50

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

No.	Date	REVISIONS	BY	APPD
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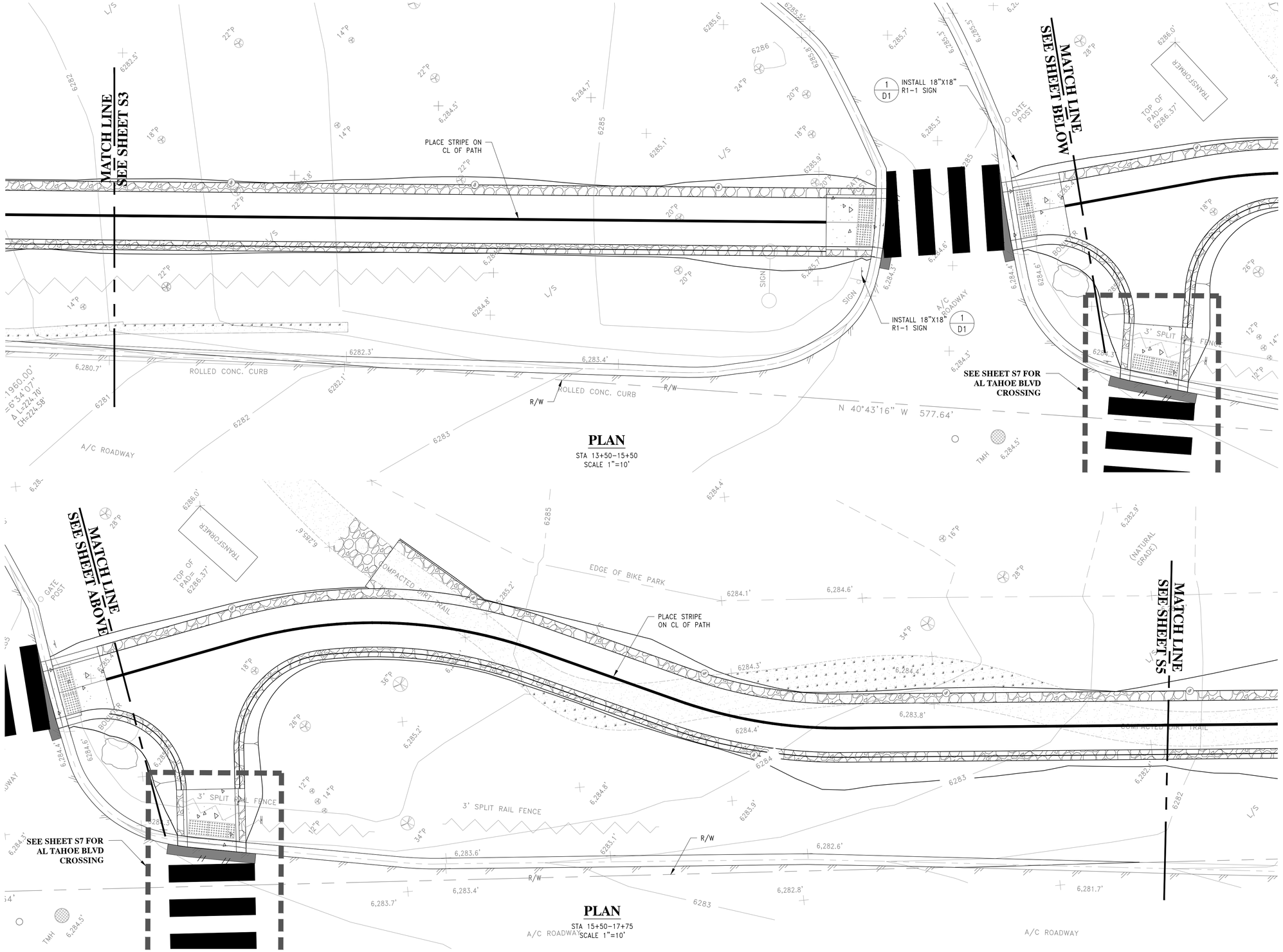

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
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TITLE: SIGNAGE & STRIPING STA 13+50-17+75

PROJECT: BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE

SOUTH LAKE TAHOE CALIFORNIA

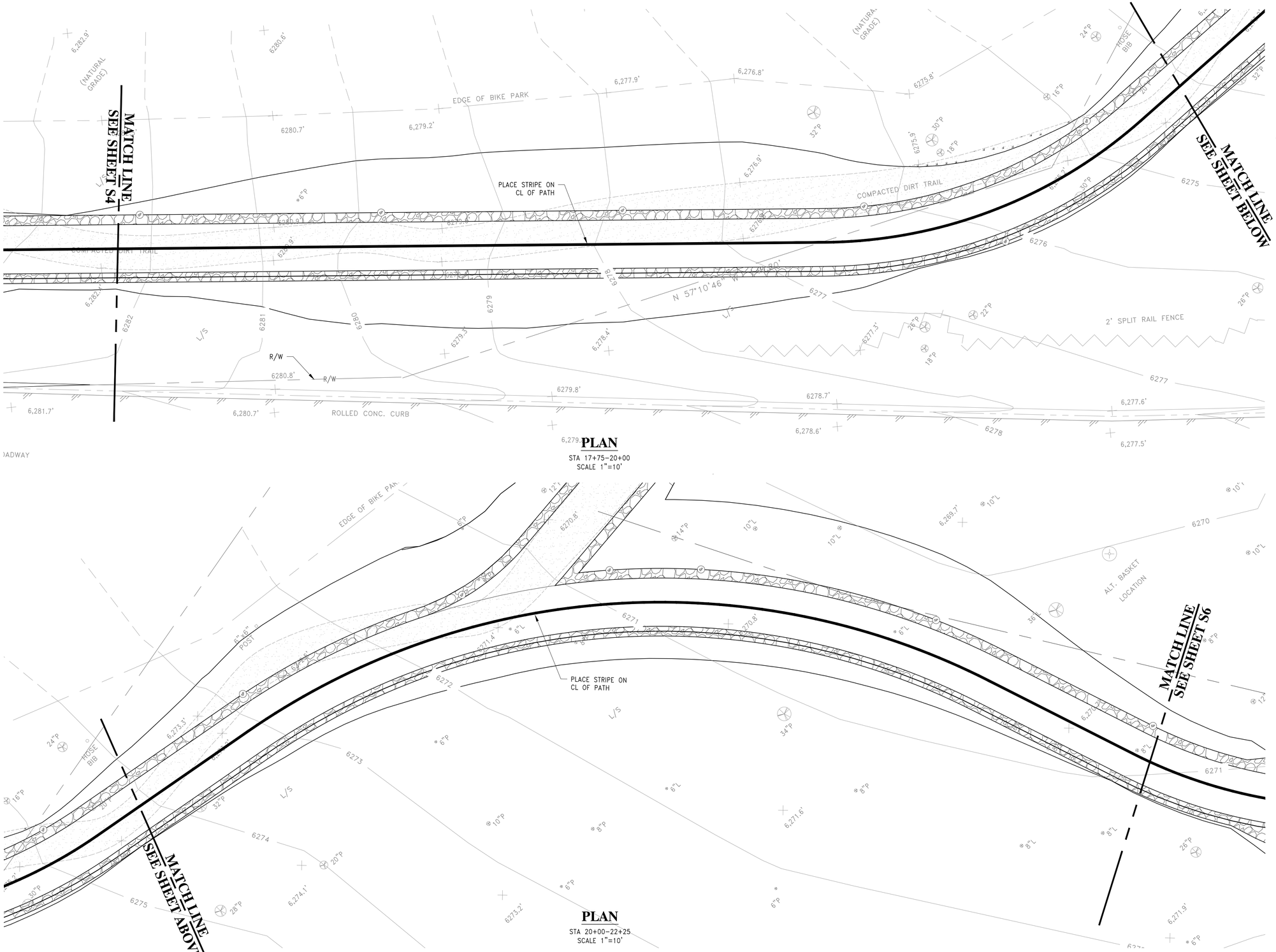
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S4 OF 29



Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

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1				
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TITLE: SIGNAGE & STRIPING
STA 17+75-22+25

PROJECT: BIJOU PARK CONNECTOR TRAIL
SOUTH LAKE TAHOE, CALIFORNIA

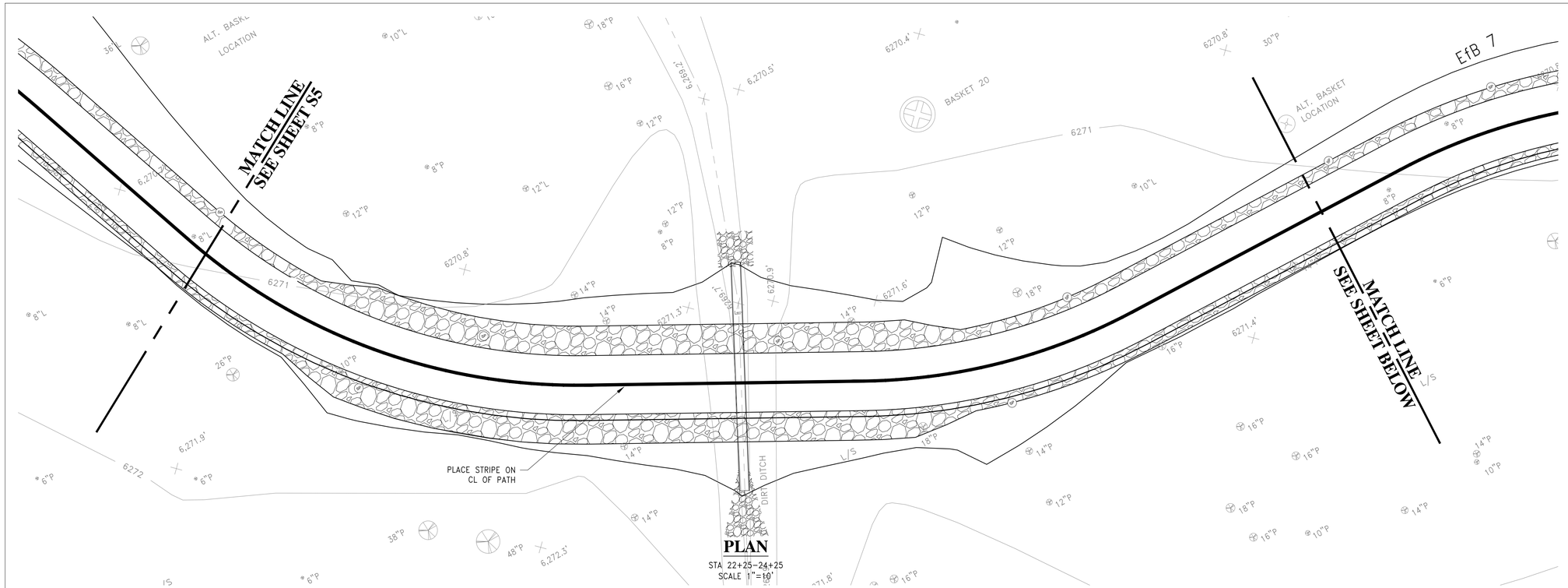
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

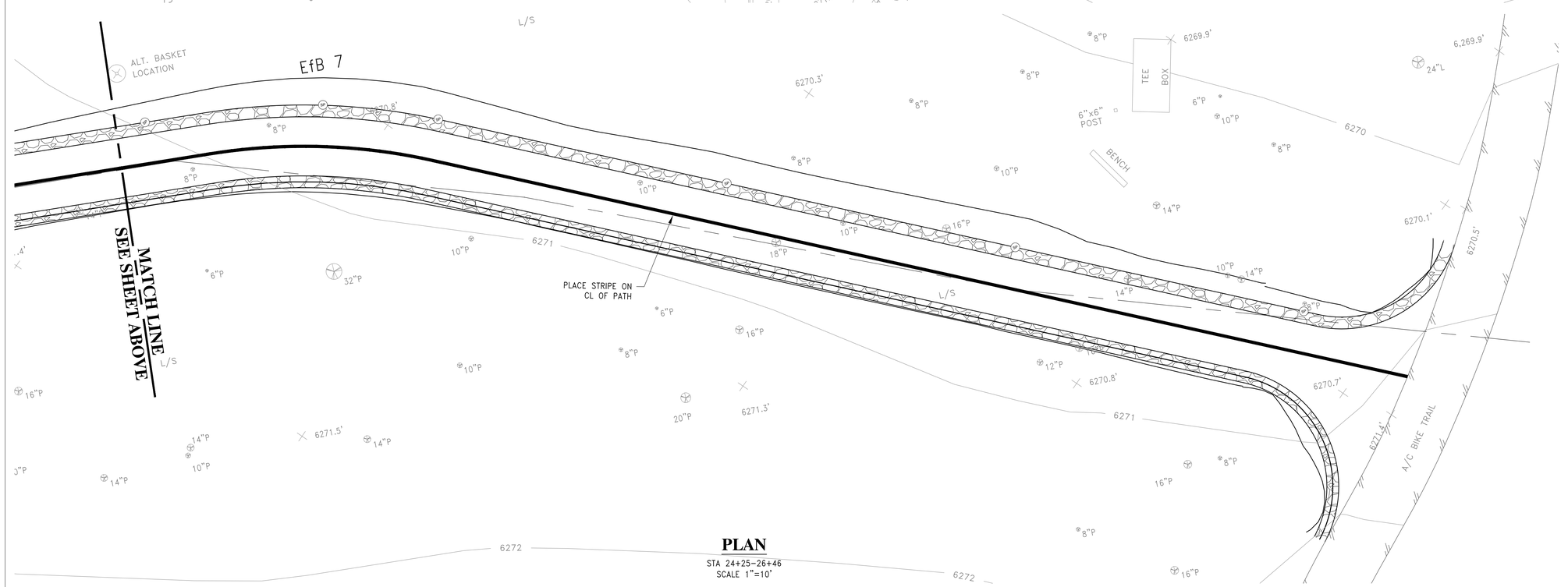
4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S5 OF 29



PLAN
STA 22+25-24+25
SCALE 1"=10'



PLAN
STA 24+25-26+46
SCALE 1"=10'

Know what's **below.**
Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
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TITLE: **SIGNAGE & STRIPING STA 22+25-26+46**

PROJECT: **BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE**

SOUTH LAKE TAHOE CALIFORNIA

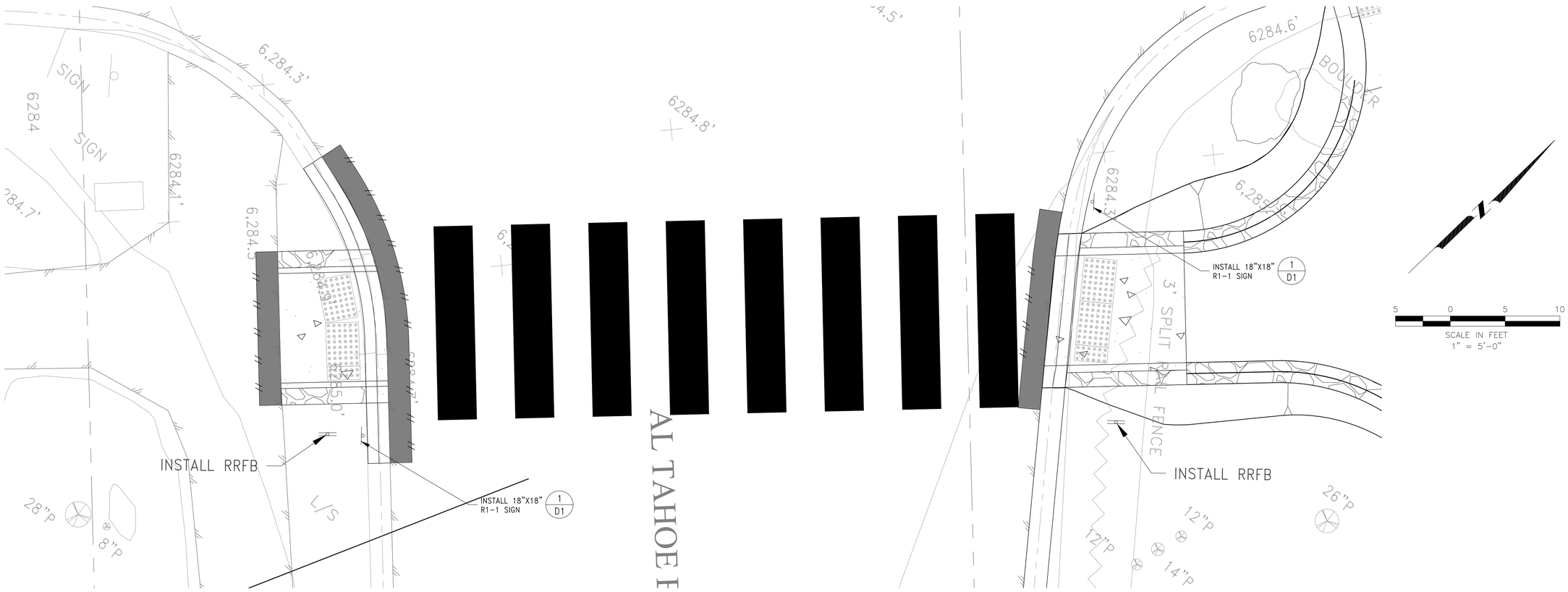
EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROWE
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S6 OF **29**



AL TAHOE BLVD CONNECTION RAMP
STRIPING AND SIGNAGE

Know what's below. Call before you dig.

100 PERCENT SUBMITTAL
DATE: 4/18/25

No.	Date	REVISIONS	BY	APPD
1				
2				
3				
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TITLE **AL TAHOE CROSSING SIGNAGE & STRIPING**

PROJECT **BIJOU PARK CONNECTOR TRAIL SOUTH LAKE TAHOE**

SOUTH LAKE TAHOE CALIFORNIA

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES
308 DORLA CT, SUITE 201
ZEPHYR COVE, NV 89448
MAIN: (775) 588-7178
FAX: (775) 588-1726

REGISTERED PROFESSIONAL ENGINEER
JENNIFER G. ROMERO
No. 54137
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

4-18-2025

Designed:	RW
Drawn By:	JAH
Approved By:	JGR
Job No:	21240
Scale:	AS SHOWN
Date:	4/18/25

SHEET No.
S7 OF **29**

Appendix C: Permit Registration Documents

Permit Registration Documents included in this Appendix

Y/N	Permit Registration Document
Y	Notice of Intent
N	Risk Assessment (Not Applicable)
Y	Certification
N	Post Construction Water Balance
N	Copy of Annual Fee Receipt
N	ATS Design Documents
Y	Site Map, see Appendix B

Appendix D: SWPPP Amendment Certifications

SWPPP Amendment No.

_____

Project Name: _____

Project Number: _____

Qualified SWPPP Developer's Certification of the

Stormwater Pollution Prevention Plan Amendment

"This Stormwater Pollution Prevention Plan and attachments were prepared under my direction to meet the requirements of the California Construction General Permit (SWRCB Order No. 2009-009-DWQ as amended by 2010-0014-DWQ and 2012-00xx-DWQ). I certify that I am a Qualified SWPPP Developer in good standing as of the date signed below."

QSD's Signature	Date
QSD Name	QSD Certificate Number
Title and Affiliation	Telephone
Address	Email

Appendix E: Submitted Changes to PRDs

Log of Updated PRDs

The General Permit allows for the reduction or increase of the total acreage covered under the General Permit when a portion of the project is complete and/or conditions for termination of coverage have been met; when ownership of a portion of the project is purchased by a different entity; or when new acreage is added to the project.

Modified PRDs shall be filed electronically within 30 days of a reduction or increase in total disturbed area if a change in permit covered acreage is to be sought. The SWPPP shall be modified appropriately, with revisions and amendments recorded in Appendix C. Updated PRDs submitted electronically via SMARTS can be found in this Appendix.

This appendix includes all of the following updated PRDs (check all that apply):

☐ Revised Notice of Intent (NOI);

☐ Revised Site Map;

☐ Revised Risk Assessment;

☐ New landowner's information (name, address, phone number, email address); and

☐ New signed certification statement.

Legally Responsible Person [if organization]	
Signature of [Authorized Representative of] Legally Responsible Person or Approved Signatory	Date
Name of [Authorized Representative of] Legally Responsible Person or Approved Signatory	Telephone Number

Appendix F: Construction Schedule

Detailed construction schedule will be included by amendment after award of the contract and prior to the start of construction.

Appendix G: Construction Activities, Materials Used, and Associated Pollutants

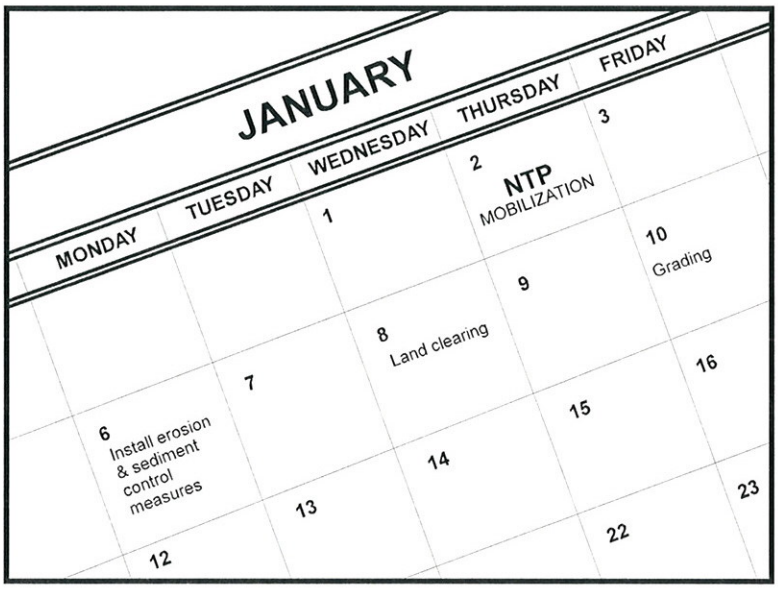
Table G.1 Construction Activities and Associated Pollutants

Phase	Activity	Associated Materials or Pollutants	Pollutant Category[1]
Grading and Land Development	Grading	Soil	Sediment
	Equipment Maintenance	Fluids	Oil & Grease
Streets and Utilities Phase	Sawcutting	Concrete Dust & Waste	Gross Pollutants
	Demolition	Waste	Gross Pollutants
	Pipe Installation	Soil	Sediment
	Disinfection	Chlorinated Water	Gross Pollutants
Vertical Construction Phase			
Landscaping and Site Stabilization Phase			

[1] Categories per CASQA BMP Handbook (i.e., Sediment, Nutrients, Bacteria and Viruses, Oil and Grease, Metals, Synthetic Organics, Pesticides, Gross Pollutants, and Vector Production)

Appendix H: CASQA Stormwater BMP Handbook Portal: Construction Fact Sheets

Scheduling EC-1



Categories

EC	Erosion Control	☑
SE	Sediment Control	☒
TC	Tracking Control	☒
WE	Wind Erosion Control	☒
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents

Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

If User/Subscriber modifies this fact sheet in any way, the CASQA name/logo and footer below must be removed from each page and not appear on the modified version.

Description and Purpose

Scheduling is the development of a written plan that includes sequencing of construction activities and the implementation of BMPs such as erosion control and sediment control while taking local climate (rainfall, wind, etc.) into consideration. The purpose is to reduce the amount and duration of soil exposed to erosion by wind, rain, runoff, and vehicle tracking, and to perform the construction activities and control practices in accordance with the planned schedule.

Suitable Applications

Proper sequencing of construction activities to reduce erosion potential should be incorporated into the schedule of every construction project especially during rainy season. Use of other, more costly yet less effective, erosion and sediment control BMPs may often be reduced through proper construction sequencing.

Limitations

- Environmental constraints such as nesting season prohibitions reduce the full capabilities of this BMP.

Implementation

- Avoid rainy periods. Schedule major grading operations during dry months when practical. Allow enough time before rainfall begins to stabilize the soil with vegetation or physical means or to install sediment trapping devices.
- Plan the project and develop a schedule showing each phase of construction. Clearly show how the rainy season relates

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CALIFORNIA STORMWATER QUALITY ASSOCIATION

to soil disturbing and re-stabilization activities. Incorporate the construction schedule into the SWPPP.

- Include on the schedule, details on the rainy season implementation and deployment of:
  - Erosion control BMPs
  - Sediment control BMPs
  - Tracking control BMPs
  - Wind erosion control BMPs
  - Non-stormwater BMPs
  - Waste management and materials pollution control BMPs
- Include dates for activities that may require non-stormwater discharges such as dewatering, sawcutting, grinding, drilling, boring, crushing, blasting, painting, hydro-demolition, mortar mixing, pavement cleaning, etc.
- Work out the sequencing and timetable for the start and completion of each item such as site clearing and grubbing, grading, excavation, paving, foundation pouring utilities installation, etc., to minimize the active construction area during the rainy season.
  - Sequence trenching activities so that most open portions are closed before new trenching begins.
  - Incorporate staged seeding and re-vegetation of graded slopes as work progresses.
  - Schedule establishment of permanent vegetation during appropriate planting time for specified vegetation.
- Non-active areas should be stabilized as soon as practical after the cessation of soil disturbing activities or one day prior to the onset of precipitation.
- Monitor the weather forecast for rainfall.
- When rainfall is predicted, adjust the construction schedule to allow the implementation of soil stabilization and sediment treatment controls on all disturbed areas prior to the onset of rain.
- Be prepared year round to deploy erosion control and sediment control BMPs. Erosion may be caused during dry seasons by un-seasonal rainfall, wind, and vehicle tracking. Keep the site stabilized year round, and retain and maintain rainy season sediment trapping devices in operational condition.
- Apply permanent erosion control to areas deemed substantially complete during the project's defined seeding window.

Costs

Construction scheduling to reduce erosion may increase other construction costs due to reduced economies of scale in performing site grading. The cost effectiveness of scheduling techniques should be compared with the other less effective erosion and sedimentation controls to achieve a cost effective balance.

Inspection and Maintenance

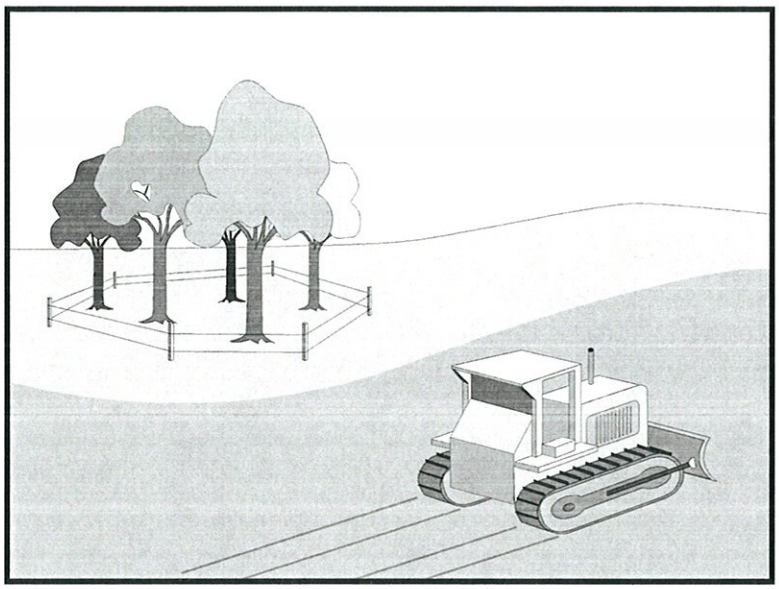
- Verify that work is progressing in accordance with the schedule. If progress deviates, take corrective actions.
- Amend the schedule when changes are warranted.
- Amend the schedule prior to the rainy season to show updated information on the deployment and implementation of construction site BMPs.

References

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities Developing Pollution Prevention Plans and Best Management Practices (EPA 832-R-92-005), U.S. Environmental Protection Agency, Office of Water, September 1992.

Preservation Of Existing Vegetation EC-2



Categories

EC	Erosion Control	☑
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents

Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

If User/Subscriber modifies this fact sheet in any way, the CASQA name/logo and footer below must be removed from each page and not appear on the modified version.

Description and Purpose

Carefully planned preservation of existing vegetation minimizes the potential of removing or injuring existing trees, vines, shrubs, and grasses that protect soil from erosion.

Suitable Applications

Preservation of existing vegetation is suitable for use on most projects. Large project sites often provide the greatest opportunity for use of this BMP. Suitable applications include the following:

- Areas within the site where no construction activity occurs, or occurs at a later date. This BMP is especially suitable to multi year projects where grading can be phased.
- Areas where natural vegetation exists and is designated for preservation. Such areas often include steep slopes, watercourse, and building sites in wooded areas.
- Areas where local, state, and federal government require preservation, such as vernal pools, wetlands, marshes, certain oak trees, etc. These areas are usually designated on the plans, or in the specifications, permits, or environmental documents.
- Where vegetation designated for ultimate removal can be temporarily preserved and be utilized for erosion control and sediment control.

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Limitations

- Requires forward planning by the owner/developer, contractor, and design staff.
- Limited opportunities for use when project plans do not incorporate existing vegetation into the site design.
- For sites with diverse topography, it is often difficult and expensive to save existing trees while grading the site satisfactory for the planned development.

Implementation

The best way to prevent erosion is to not disturb the land. In order to reduce the impacts of new development and redevelopment, projects may be designed to avoid disturbing land in sensitive areas of the site (e.g., natural watercourses, steep slopes), and to incorporate unique or desirable existing vegetation into the site's landscaping plan. Clearly marking and leaving a buffer area around these unique areas during construction will help to preserve these areas as well as take advantage of natural erosion prevention and sediment trapping.

Existing vegetation to be preserved on the site must be protected from mechanical and other injury while the land is being developed. The purpose of protecting existing vegetation is to ensure the survival of desirable vegetation for shade, beautification, and erosion control. Mature vegetation has extensive root systems that help to hold soil in place, thus reducing erosion. In addition, vegetation helps keep soil from drying rapidly and becoming susceptible to erosion. To effectively save existing vegetation, no disturbances of any kind should be allowed within a defined area around the vegetation. For trees, no construction activity should occur within the drip line of the tree.

Timing

- Provide for preservation of existing vegetation prior to the commencement of clearing and grubbing operations or other soil disturbing activities in areas where no construction activity is planned or will occur at a later date.

Design and Layout

- Mark areas to be preserved with temporary fencing. Include sufficient setback to protect roots.
  - Orange colored plastic mesh fencing works well.
  - Use appropriate fence posts and adequate post spacing and depth to completely support the fence in an upright position.
- Locate temporary roadways, stockpiles, and layout areas to avoid stands of trees, shrubs, and grass.
- Consider the impact of grade changes to existing vegetation and the root zone.
- Maintain existing irrigation systems where feasible. Temporary irrigation may be required.
- Instruct employees and subcontractors to honor protective devices. Prohibit heavy equipment, vehicular traffic, or storage of construction materials within the protected area.

Costs

There is little cost associated with preserving existing vegetation if properly planned during the project design, and these costs may be offset by aesthetic benefits that enhance property values. During construction, the cost for preserving existing vegetation will likely be less than the cost of applying erosion and sediment controls to the disturbed area. Replacing vegetation inadvertently destroyed during construction can be extremely expensive, sometimes in excess of $10,000 per tree.

Inspection and Maintenance

During construction, the limits of disturbance should remain clearly marked at all times. Irrigation or maintenance of existing vegetation should be described in the landscaping plan. If damage to protected trees still occurs, maintenance guidelines described below should be followed:

- Verify that protective measures remain in place. Restore damaged protection measures immediately.
- Serious tree injuries shall be attended to by an arborist.
- Damage to the crown, trunk, or root system of a retained tree shall be repaired immediately.
- Trench as far from tree trunks as possible, usually outside of the tree drip line or canopy. Curve trenches around trees to avoid large roots or root concentrations. If roots are encountered, consider tunneling under them. When trenching or tunneling near or under trees to be retained, place tunnels at least 18 in. below the ground surface, and not below the tree center to minimize impact on the roots.
- Do not leave tree roots exposed to air. Cover exposed roots with soil as soon as possible. If soil covering is not practical, protect exposed roots with wet burlap or peat moss until the tunnel or trench is ready for backfill.
- Cleanly remove the ends of damaged roots with a smooth cut.
- Fill trenches and tunnels as soon as possible. Careful filling and tamping will eliminate air spaces in the soil, which can damage roots.
- If bark damage occurs, cut back all loosened bark into the undamaged area, with the cut tapered at the top and bottom and drainage provided at the base of the wood. Limit cutting the undamaged area as much as possible.
- Aerate soil that has been compacted over a trees root zone by punching holes 12 in. deep with an iron bar, and moving the bar back and forth until the soil is loosened. Place holes 18 in. apart throughout the area of compacted soil under the tree crown.
- Fertilization
  - Fertilize stressed or damaged broadleaf trees to aid recovery.
  - Fertilize trees in the late fall or early spring.

- Apply fertilizer to the soil over the feeder roots and in accordance with label instructions, but never closer than 3 ft to the trunk. Increase the fertilized area by one-fourth of the crown area for conifers that have extended root systems.

- Retain protective measures until all other construction activity is complete to avoid damage during site cleanup and stabilization.

References

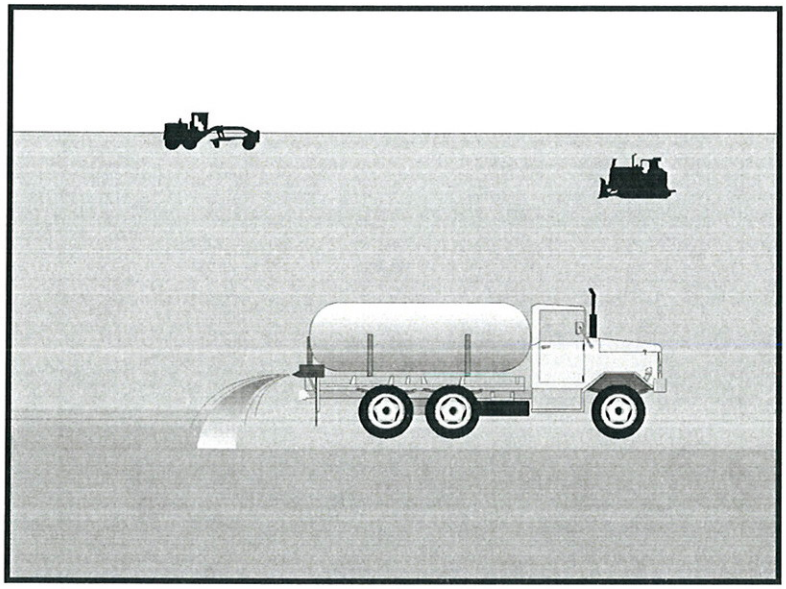
County of Sacramento Tree Preservation Ordinance, September 1981.

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management of the Puget Sound Basin, Technical Manual, Publication #91-75, Washington State Department of Ecology, February 1992.

Water Quality Management Plan for The Lake Tahoe Region, Volume II, Handbook of Management Practices, Tahoe Regional Planning Agency, November 1988.

Wind Erosion Control WE-1



Categories

EC	Erosion Control	
SE	Sediment Control	☒
TC	Tracking Control	
WE	Wind Erosion Control	☑
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents

Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

EC-5 Soil Binders

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Description and Purpose

Wind erosion or dust control consists of applying water or other chemical dust suppressants as necessary to prevent or alleviate dust nuisance generated by construction activities. Covering small stockpiles or areas is an alternative to applying water or other dust palliatives.

California's Mediterranean climate, with a short "wet" season and a typically long, hot "dry" season, allows the soils to thoroughly dry out. During the dry season, construction activities are at their peak, and disturbed and exposed areas are increasingly subject to wind erosion, sediment tracking and dust generated by construction equipment. Site conditions and climate can make dust control more of an erosion problem than water based erosion. Additionally, many local agencies, including Air Quality Management Districts, require dust control and/or dust control permits in order to comply with local nuisance laws, opacity laws (visibility impairment) and the requirements of the Clean Air Act. Wind erosion control is required to be implemented at all construction sites greater than 1 acre by the General Permit.

Suitable Applications

Most BMPs that provide protection against water-based erosion will also protect against wind-based erosion and dust control requirements required by other agencies will generally meet wind erosion control requirements for water quality protection. Wind erosion control BMPs are suitable during the following construction activities:

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- Construction vehicle traffic on unpaved roads
- Drilling and blasting activities
- Soils and debris storage piles
- Batch drop from front-end loaders
- Areas with unstabilized soil
- Final grading/site stabilization

Limitations

- Watering prevents dust only for a short period (generally less than a few hours) and should be applied daily (or more often) to be effective.
- Over watering may cause erosion and track-out.
- Oil or oil-treated subgrade should not be used for dust control because the oil may migrate into drainageways and/or seep into the soil.
- Chemical dust suppression agents may have potential environmental impacts. Selected chemical dust control agents should be environmentally benign.
- Effectiveness of controls depends on soil, temperature, humidity, wind velocity and traffic.
- Chemical dust suppression agents should not be used within 100 feet of wetlands or water bodies.
- Chemically treated subgrades may make the soil water repellant, interfering with long-term infiltration and the vegetation/re-vegetation of the site. Some chemical dust suppressants may be subject to freezing and may contain solvents and should be handled properly.
- In compacted areas, watering and other liquid dust control measures may wash sediment or other constituents into the drainage system.
- If the soil surface has minimal natural moisture, the affected area may need to be pre-wetted so that chemical dust control agents can uniformly penetrate the soil surface.

Implementation

Dust Control Practices

Dust control BMPs generally stabilize exposed surfaces and minimize activities that suspend or track dust particles. The following table presents dust control practices that can be applied to varying site conditions that could potentially cause dust. For heavily traveled and disturbed areas, wet suppression (watering), chemical dust suppression, gravel asphalt surfacing, temporary gravel construction entrances, equipment wash-out areas, and haul truck covers can be employed as dust control applications. Permanent or temporary vegetation and mulching can be employed for areas of occasional or no construction traffic. Preventive measures include minimizing surface areas to be disturbed, limiting onsite vehicle traffic to 15 mph or less, and controlling the number and activity of vehicles on a site at any given time.

Chemical dust suppressants include: mulch and fiber based dust palliatives (e.g. paper mulch with gypsum binder), salts and brines (e.g. calcium chloride, magnesium chloride), non-petroleum based organics (e.g. vegetable oil, lignosulfonate), petroleum based organics (e.g. asphalt emulsion, dust oils, petroleum resins), synthetic polymers (e.g. polyvinyl acetate, vinyls, acrylic), clay additives (e.g. bentonite, montimorillonite) and electrochemical products (e.g. enzymes, ionic products).

Site Condition	Dust Control Practices							
	Permanent Vegetation	Mulching	Wet Suppression (Watering)	Chemical Dust Suppression	Gravel or Asphalt	Temporary Gravel Construction Entrances/Equipment Wash Down	Synthetic Covers	Minimize Extent of Disturbed Area
Disturbed Areas not Subject to Traffic	X	X	X	X	X			X
Disturbed Areas Subject to Traffic			X	X	X	X		X
Material Stockpiles		X	X	X			X	X
Demolition			X			X	X	
Clearing/ Excavation			X	X				X
Truck Traffic on Unpaved Roads			X	X	X	X	X	
Tracking					X	X		

Additional preventive measures include:

- Schedule construction activities to minimize exposed area (see EC-1, Scheduling).
- Quickly treat exposed soils using water, mulching, chemical dust suppressants, or stone/gravel layering.
- Identify and stabilize key access points prior to commencement of construction.
- Minimize the impact of dust by anticipating the direction of prevailing winds.
- Restrict construction traffic to stabilized roadways within the project site, as practicable.
- Water should be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses and nozzles that will ensure even distribution.
- All distribution equipment should be equipped with a positive means of shutoff.
- Unless water is applied by means of pipelines, at least one mobile unit should be available at all times to apply water or dust palliative to the project.
- If reclaimed waste water is used, the sources and discharge must meet California Department of Health Services water reclamation criteria and the Regional Water Quality

Control Board (RWQCB) requirements. Non-potable water should not be conveyed in tanks or drain pipes that will be used to convey potable water and there should be no connection between potable and non-potable supplies. Non-potable tanks, pipes, and other conveyances should be marked, "NON-POTABLE WATER - DO NOT DRINK."

- Pave or chemically stabilize access points where unpaved traffic surfaces adjoin paved roads.
- Provide covers for haul trucks transporting materials that contribute to dust.
- Provide for rapid clean up of sediments deposited on paved roads. Furnish stabilized construction road entrances and wheel wash areas.
- Stabilize inactive areas of construction sites using temporary vegetation or chemical stabilization methods.

For chemical stabilization, there are many products available for chemically stabilizing gravel roadways and stockpiles. If chemical stabilization is used, the chemicals should not create any adverse effects on stormwater, plant life, or groundwater and should meet all applicable regulatory requirements.

Costs

Installation costs for water and chemical dust suppression vary based on the method used and the length of effectiveness. Annual costs may be high since some of these measures are effective for only a few hours to a few days.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Check areas protected to ensure coverage.
- Most water-based dust control measures require frequent application, often daily or even multiple times per day. Obtain vendor or independent information on longevity of chemical dust suppressants.

References

Best Management Practices and Erosion Control Manual for Construction Sites, Flood Control District of Maricopa County, Arizona, September 1992.

California Air Pollution Control Laws, California Air Resources Board, updated annually.

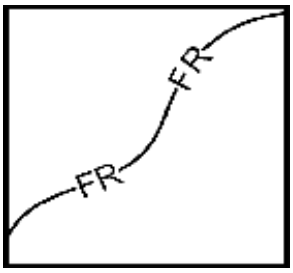
Construction Manual, Chapter 4, Section 10, "Dust Control"; Section 17, "Watering"; and Section 18, "Dust Palliative", California Department of Transportation (Caltrans), July 2001.

Prospects for Attaining the State Ambient Air Quality Standards for Suspended Particulate Matter (PM10), Visibility Reducing Particles, Sulfates, Lead, and Hydrogen Sulfide, California Air Resources Board, April 1991.

Stormwater Quality Handbooks Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Fiber Rolls

SC-5



Standard Symbol

BMP Objectives

- ● Soil Stabilization
- ● Sediment Control
- ○ Tracking Control
- ○ Wind Erosion Control
- ○ Non-Storm Water Management
- ○ Materials and Waste Management

Definition and Purpose

A fiber roll consists of wood excelsior, rice or wheat straw, or coconut fibers that is rolled or bound into a tight tubular roll and placed on the toe and face of slopes to intercept runoff, reduce its flow velocity, release the runoff as sheet flow and provide removal of sediment from the runoff. Fiber rolls may also be used for inlet protection and as check dams under certain situations.

Appropriate Applications

- This BMP may be implemented on a project-by-project basis with other BMPs when determined necessary and feasible by the RE.
- Along the toe, top, face, and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow.
- Below the toe of exposed and erodible slopes.
- Fiber rolls may be used as check dams in unlined ditches if approved by the Resident Engineer (RE) or the District Construction Storm Water Coordinator (refer to SC-4 “Check Dams”).
- Fiber rolls may be used for drain inlet protection if approved by the RE or the District Construction Storm Water Coordinator (refer to SC-10 “Storm Drain Inlet Protection”).
- Down-slope of exposed soil areas.
- Around temporary stockpiles.
- Along the perimeter of a project.

Limitations

- Runoff and erosion may occur if fiber roll is not adequately trenched in.
- Fiber rolls at the toe of slopes greater than 1:5 may require the use of 500 mm (20” diameter) or installations achieving the same protection (i.e., stacked smaller diameter fiber rolls, etc.).
- Fiber rolls may be used for drainage inlet protection if they can be properly anchored.
- Difficult to move once saturated.
- Fiber rolls could be transported by high flows if not properly staked and trenched in.
- Fiber rolls have limited sediment capture zone.
- Do not use fiber rolls on slopes subject to creep, slumping, or landslide.

Standards and Specifications

Fiber Roll Materials

- Fiber rolls shall be either:

  (1) Prefabricated rolls.

  (2) Rolled tubes of erosion control blanket.

Assembly of Field Rolled Fiber Roll

- Roll length of erosion control blanket into a tube of minimum 200 mm (8 in) diameter.
- Bind roll at each end and every 1.2 m (4 ft) along length of roll with jute-type twine.

Installation

- Slope inclination of 1:4 or flatter: fiber rolls shall be placed on slopes 6.0 m apart.
- Slope inclination of 1:4 to 1:2: fiber rolls shall be placed on slopes 4.5 m apart.
- Slope inclination 1:2 or greater: fiber rolls shall be placed on slopes 3.0 m apart.
- Stake fiber rolls into a 50 to 100 mm (2 to 4 in) trench.

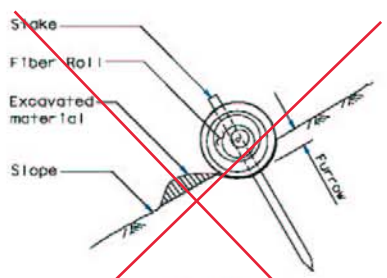
- Drive stakes at the end of each fiber roll and spaced 600 mm (2 ft) apart if Type 2 installation is used (refer to Page 4). Otherwise, space stakes 1.2 m (4 ft) maximum on center if installed as shown on Pages 5 and 6.
- Use wood stakes with a nominal classification of 19 by 19 mm (3/4 by 3/4 in), and minimum length of 600 mm (24 in).
- If more than one fiber roll is placed in a row, the rolls shall be overlapped; not abutted.

Removal

- Fiber rolls are typically left in place.
- If fiber rolls are removed, collect and dispose of sediment accumulation, and fill and compact holes, trenches, depressions or any other ground disturbance to blend with adjacent ground.

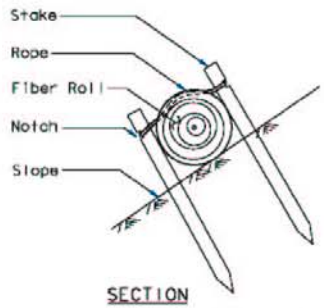
Maintenance and Inspection

- Repair or replace split, torn, unraveling, or slumping fiber rolls.
- Inspect fiber rolls when rain is forecast. Perform maintenance as needed or as required by the RE.
- Inspect fiber rolls following rainfall events and a least daily during prolonged rainfall. Perform maintenance as needed or as required by the RE.
- Maintain fiber rolls to provide an adequate sediment holding capacity. Sediment shall be removed when the sediment accumulation reaches three quarters (3/4) of the barrier height. Removed sediment shall be incorporated in the project at locations designated by the RE or disposed of outside the highway right-of-way in conformance with the Standard Specifications.

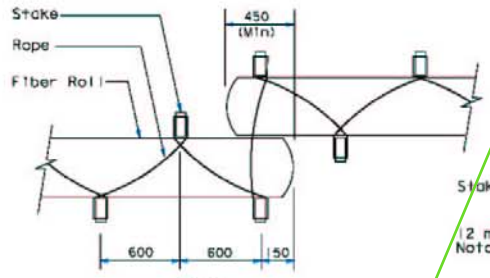


SECTION

TEMPORARY FIBER ROLL (TYPE 1)

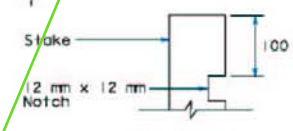


SECTION



PLAN

TEMPORARY FIBER ROLL (TYPE 2)

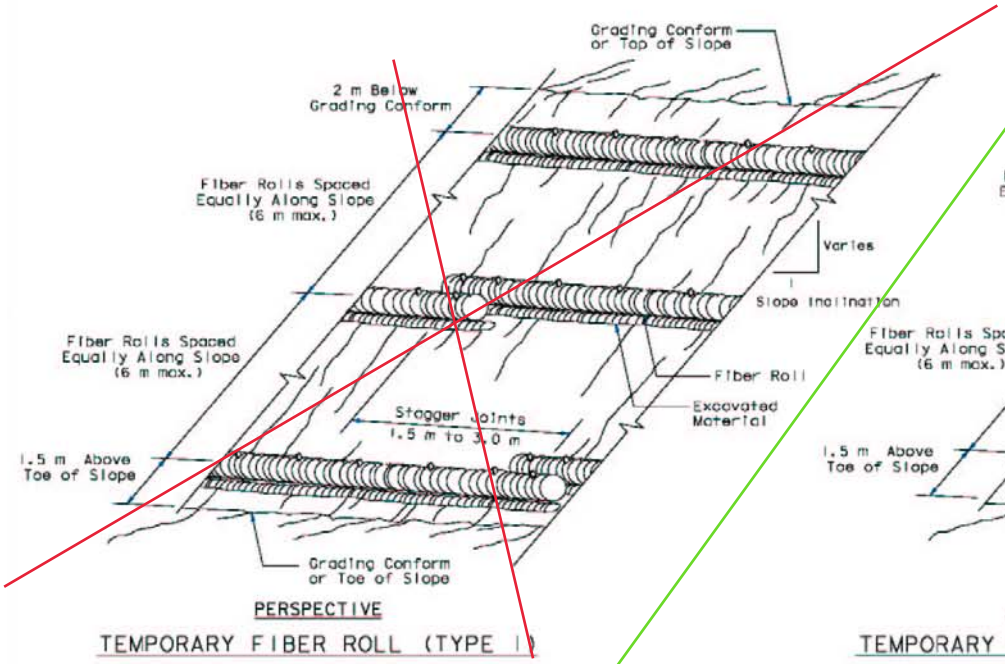


ELEVATION

NOTCH DETAIL

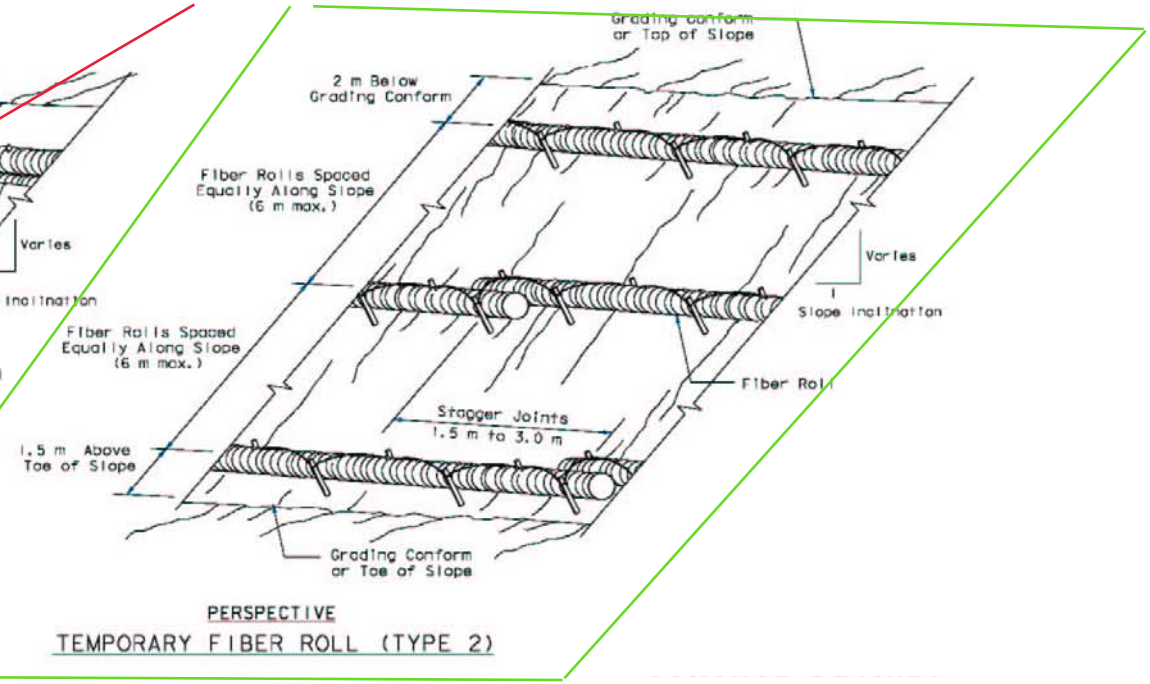
NOTE

1. Temporary fiber roll spacing varies depending upon slope inclination.



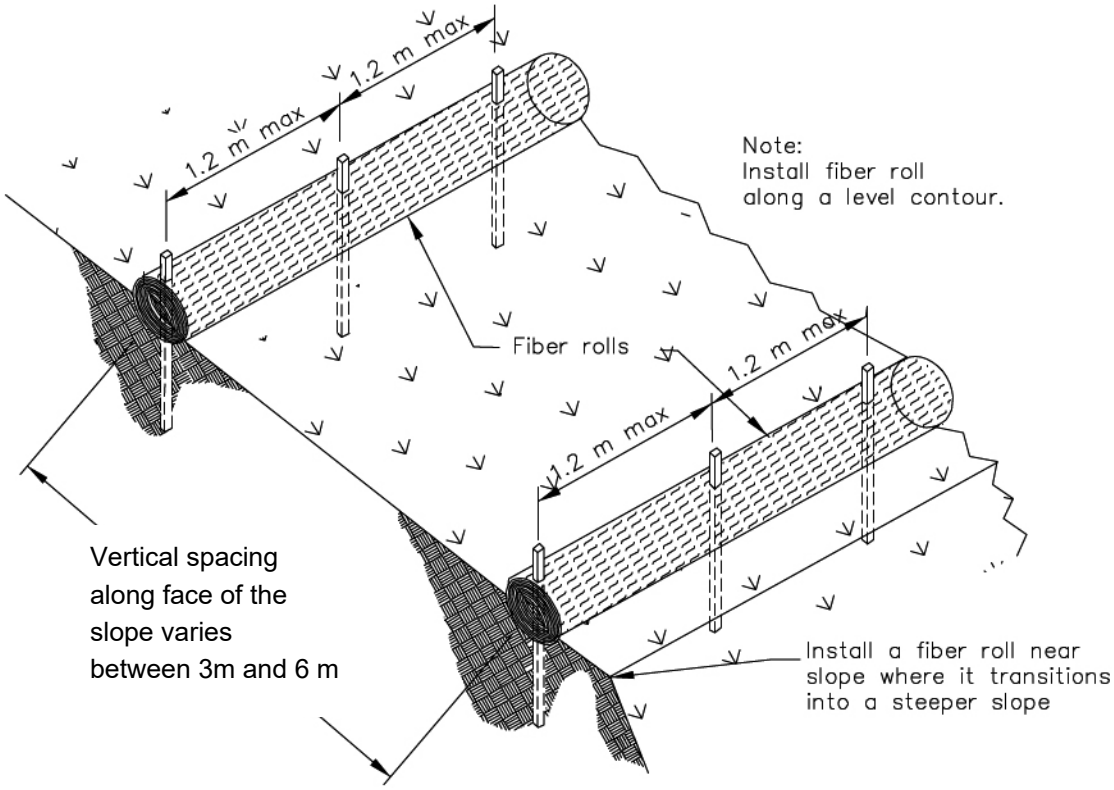
PERSPECTIVE

TEMPORARY FIBER ROLL (TYPE 1)



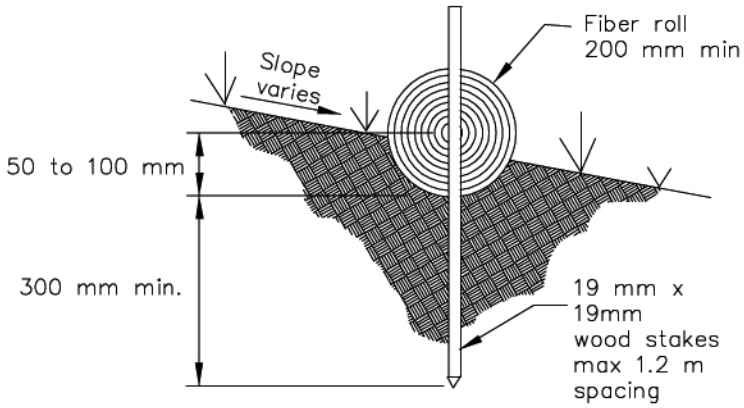
PERSPECTIVE

TEMPORARY FIBER ROLL (TYPE 2)



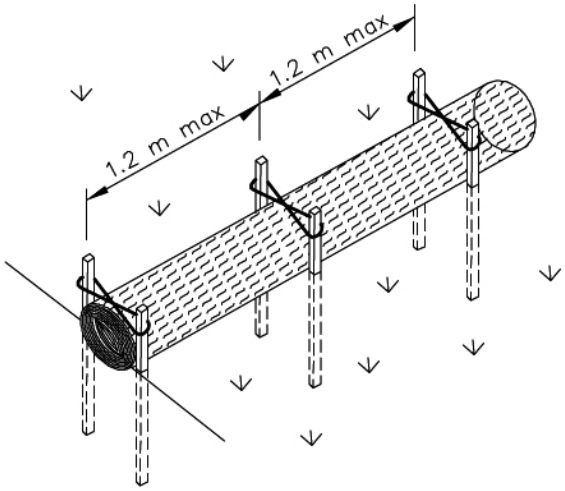
TYPICAL FIBER ROLL INSTALLATION

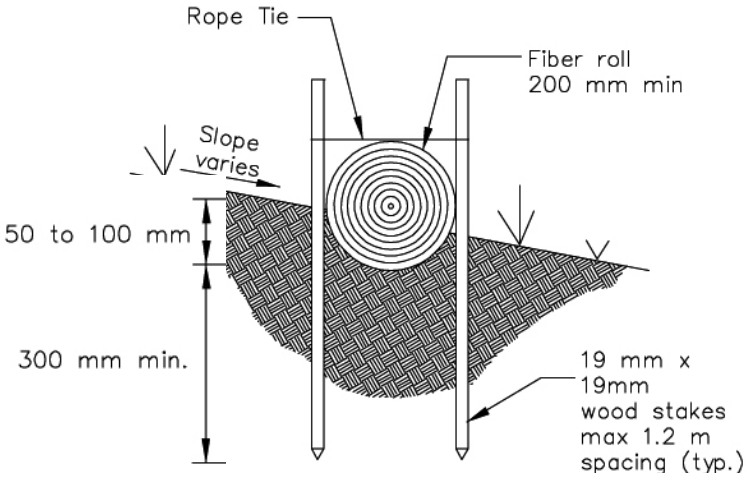
N.T.S.



ENTRENCHMENT DETAIL

N.T.S.

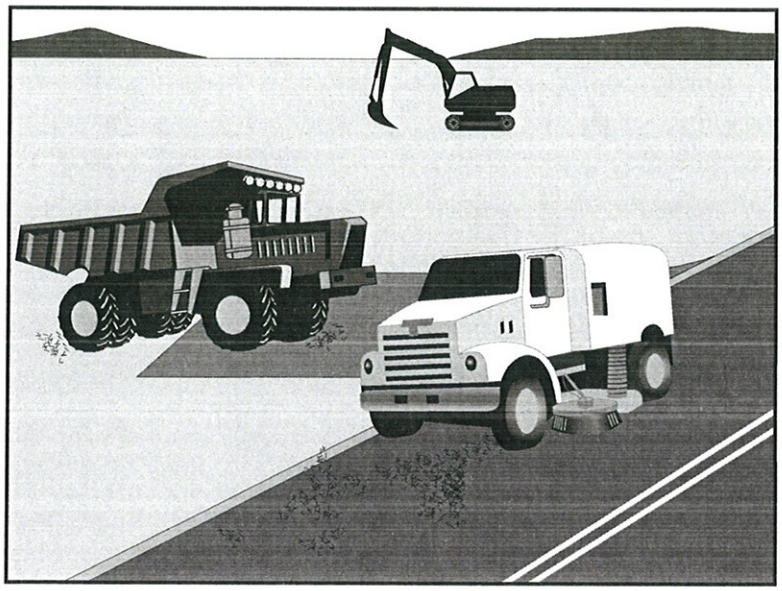




OPTIONAL ENTRENCHMENT DETAIL

N.T.S.

Street Sweeping and Vacuuming SE-7



Categories		
EC	Erosion Control	
SE	Sediment Control	☒
TC	Tracking Control	☑
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	☑
Metals	
Bacteria	
Oil and Grease	☑
Organics	

Potential Alternatives

None

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Description and Purpose

Street sweeping and vacuuming includes use of self-propelled and walk-behind equipment to remove sediment from streets and roadways, and to clean paved surfaces in preparation for final paving. Sweeping and vacuuming prevents sediment from the project site from entering storm drains or receiving waters.

Suitable Applications

Sweeping and vacuuming are suitable anywhere sediment is tracked from the project site onto public or private paved streets and roads, typically at points of egress. Sweeping and vacuuming are also applicable during preparation of paved surfaces for final paving.

Limitations

Sweeping and vacuuming may not be effective when sediment is wet or when tracked soil is caked (caked soil may need to be scraped loose).

Implementation

- Controlling the number of points where vehicles can leave the site will allow sweeping and vacuuming efforts to be focused, and perhaps save money.
- Inspect potential sediment tracking locations daily.
- Visible sediment tracking should be swept or vacuumed on a daily basis.

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- Do not use kick brooms or sweeper attachments. These tend to spread the dirt rather than remove it.
- If not mixed with debris or trash, consider incorporating the removed sediment back into the project

Costs

Rental rates for self-propelled sweepers vary depending on hopper size and duration of rental. Expect rental rates from $58/hour (3 yd^3 hopper) to $88/hour (9 yd^3 hopper), plus operator costs. Hourly production rates vary with the amount of area to be swept and amount of sediment. Match the hopper size to the area and expect sediment load to minimize time spent dumping.

Inspection and Maintenance

- Inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- When actively in use, points of ingress and egress must be inspected daily.
- When tracked or spilled sediment is observed outside the construction limits, it must be removed at least daily. More frequent removal, even continuous removal, may be required in some jurisdictions.
- Be careful not to sweep up any unknown substance or any object that may be potentially hazardous.
- Adjust brooms frequently; maximize efficiency of sweeping operations.
- After sweeping is finished, properly dispose of sweeper wastes at an approved dumpsite.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Labor Surcharge and Equipment Rental Rates, State of California Department of Transportation (Caltrans), April 1, 2002 – March 31, 2003.

Water Conservation Practices NS-1

Categories		
EC	Erosion Control	☒
SE	Sediment Control	☒
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

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Description and Purpose

Water conservation practices are activities that use water during the construction of a project in a manner that avoids causing erosion and the transport of pollutants offsite. These practices can reduce or eliminate non-stormwater discharges.

Suitable Applications

Water conservation practices are suitable for all construction sites where water is used, including piped water, metered water, trucked water, and water from a reservoir.

Limitations

- None identified.

Implementation

- Keep water equipment in good working condition.
- Stabilize water truck filling area.
- Repair water leaks promptly.
- Washing of vehicles and equipment on the construction site is discouraged.
- Avoid using water to clean construction areas. If water must be used for cleaning or surface preparation, surface should be swept and vacuumed first to remove dirt. This will minimize amount of water required.

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- Direct construction water runoff to areas where it can soak into the ground or be collected and reused.
- Authorized non-stormwater discharges to the storm drain system, channels, or receiving waters are acceptable with the implementation of appropriate BMPs.
- Lock water tank valves to prevent unauthorized use.

Costs

The cost is small to none compared to the benefits of conserving water.

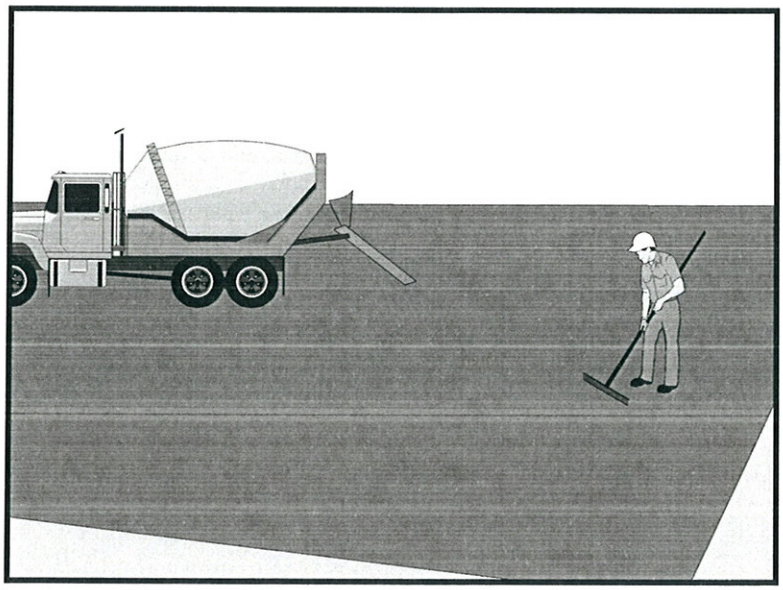
Inspection and Maintenance

- Inspect and verify that activity based BMPs are in place prior to the commencement of authorized non-stormwater discharges.
- Inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges are occuring.
- Repair water equipment as needed to prevent unintended discharges.
  - Water trucks
  - Water reservoirs (water buffalos)
  - Irrigation systems
  - Hydrant connections

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Paving and Grinding Operations NS-3



Categories		
EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	☒

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	☑
Organics	

Potential Alternatives

None

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Description and Purpose

Prevent or reduce the discharge of pollutants from paving operations, using measures to prevent runon and runoff pollution, properly disposing of wastes, and training employees and subcontractors.

The General Permit incorporates Numeric Action Levels (NAL) for pH and turbidity (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Many types of construction materials associated with paving and grinding operations, including mortar, concrete, and cement and their associated wastes have basic chemical properties that can raise pH levels outside of the permitted range. Additional care should be taken when managing these materials to prevent them from coming into contact with stormwater flows, which could lead to exceedances of the General Permit requirements.

Suitable Applications

These procedures are implemented where paving, surfacing, resurfacing, or sawcutting, may pollute stormwater runoff or discharge to the storm drain system or watercourses.

Limitations

- Paving opportunities may be limited during wet weather.

  Discharges of freshly paved surfaces may raise pH to environmentally harmful levels and trigger permit violations.

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Implementation

General

- Avoid paving during the wet season when feasible.
- Reschedule paving and grinding activities if rain is forecasted.
- Train employees and sub-contractors in pollution prevention and reduction.
- Store materials away from drainage courses to prevent stormwater runon (see WM-1, Material Delivery and Storage).
- Protect drainage courses, particularly in areas with a grade, by employing BMPs to divert runoff or to trap and filter sediment.
- Stockpile material removed from roadways away from drain inlets, drainage ditches, and watercourses. These materials should be stored consistent with WM-3, Stockpile Management.
- Disposal of PCC (Portland cement concrete) and AC (asphalt concrete) waste should be in conformance with WM-8, Concrete Waste Management.

Saw Cutting, Grinding, and Pavement Removal

- Shovel or vacuum saw-cut slurry and remove from site. Cover or barricade storm drains during saw cutting to contain slurry.
- When paving involves AC, the following steps should be implemented to prevent the discharge of grinding residue, uncompacted or loose AC, tack coats, equipment cleaners, or unrelated paving materials:
  - AC grindings, pieces, or chunks used in embankments or shoulder backing should not be allowed to enter any storm drains or watercourses. Install inlet protection and perimeter controls until area is stabilized (i.e. cutting, grinding or other removal activities are complete and loose material has been properly removed and disposed of)or permanent controls are in place. Examples of temporary perimeter controls can be found in EC-9, Earth Dikes and Drainage Swales; SE-1, Silt Fence; SE-5, Fiber Rolls, or SE-13 Compost Socks and Berms
  - Collect and remove all broken asphalt and recycle when practical. Old or spilled asphalt should be recycled or disposed of properly.
- Do not allow saw-cut slurry to enter storm drains or watercourses. Residue from grinding operations should be picked up by a vacuum attachment to the grinding machine, or by sweeping, should not be allowed to flow across the pavement, and should not be left on the surface of the pavement. See also WM-8, Concrete Waste Management, and WM-10, Liquid Waste Management.
- Pavement removal activities should not be conducted in the rain.
- Collect removed pavement material by mechanical or manual methods. This material may be recycled for use as shoulder backing or base material.

- If removed pavement material cannot be recycled, transport the material back to an approved storage site.

Asphaltic Concrete Paving

- If paving involves asphaltic cement concrete, follow these steps:
  - Do not allow sand or gravel placed over new asphalt to wash into storm drains, streets, or creeks. Vacuum or sweep loose sand and gravel and properly dispose of this waste by referring to WM-5, Solid Waste Management.
  - Old asphalt should be disposed of properly. Collect and remove all broken asphalt from the site and recycle whenever possible.

Portland Cement Concrete Paving

- Do not wash sweepings from exposed aggregate concrete into a storm drain system. Collect waste materials by dry methods, such as sweeping or shoveling, and return to aggregate base stockpile or dispose of properly. Allow aggregate rinse to settle. Then, either allow rinse water to dry in a temporary pit as described in WM-8, Concrete Waste Management, or pump the water to the sanitary sewer if authorized by the local wastewater authority.

Sealing Operations

- During chip seal application and sweeping operations, petroleum or petroleum covered aggregate should not be allowed to enter any storm drain or water courses. Apply temporary perimeter controls until structure is stabilized (i.e. all sealing operations are complete and cured and loose materials have been properly removed and disposed).
- Inlet protection (SE-10, Storm Drain Inlet Protection) should be used during application of seal coat, tack coat, slurry seal, and fog seal.
- Seal coat, tack coat, slurry seal, or fog seal should not be applied if rainfall is predicted to occur during the application or curing period.

Paving Equipment

- Leaks and spills from paving equipment can contain toxic levels of heavy metals and oil and grease. Place drip pans or absorbent materials under paving equipment when not in use. Clean up spills with absorbent materials and dispose of in accordance with the applicable regulations. See NS-10, Vehicle and Equipment Maintenance, WM-4, Spill Prevention and Control, and WM-10, Liquid Waste Management.
- Substances used to coat asphalt transport trucks and asphalt spreading equipment should not contain soap and should be non-foaming and non-toxic.
- Paving equipment parked onsite should be parked over plastic to prevent soil contamination.
- Clean asphalt coated equipment offsite whenever possible. When cleaning dry, hardened asphalt from equipment, manage hardened asphalt debris as described in WM-5, Solid Waste Management. Any cleaning onsite should follow NS-8, Vehicle and Equipment Cleaning.

Thermoplastic Striping

- Thermoplastic striper and pre-heater equipment shutoff valves should be inspected to ensure that they are working properly to prevent leaking thermoplastic from entering drain inlets, the stormwater drainage system, or watercourses.
- Pre-heaters should be filled carefully to prevent splashing or spilling of hot thermoplastic. Leave six inches of space at the top of the pre-heater container when filling thermoplastic to allow room for material to move.
- Do not pre-heat, transfer, or load thermoplastic near drain inlets or watercourses.
- Clean truck beds daily of loose debris and melted thermoplastic. When possible, recycle thermoplastic material.

Raised/Recessed Pavement Marker Application and Removal

- Do not transfer or load bituminous material near drain inlets, the stormwater drainage system, or watercourses.
- Melting tanks should be loaded with care and not filled to beyond six inches from the top to leave room for splashing.
- When servicing or filling melting tanks, ensure all pressure is released before removing lids to avoid spills.
- On large-scale projects, use mechanical or manual methods to collect excess bituminous material from the roadway after removal of markers.

Costs

- All of the above are low cost measures.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of paving and grinding operations.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Sample stormwater runoff required by the General Permit.
- Keep ample supplies of drip pans or absorbent materials onsite.
- Inspect and maintain machinery regularly to minimize leaks and drips.

References

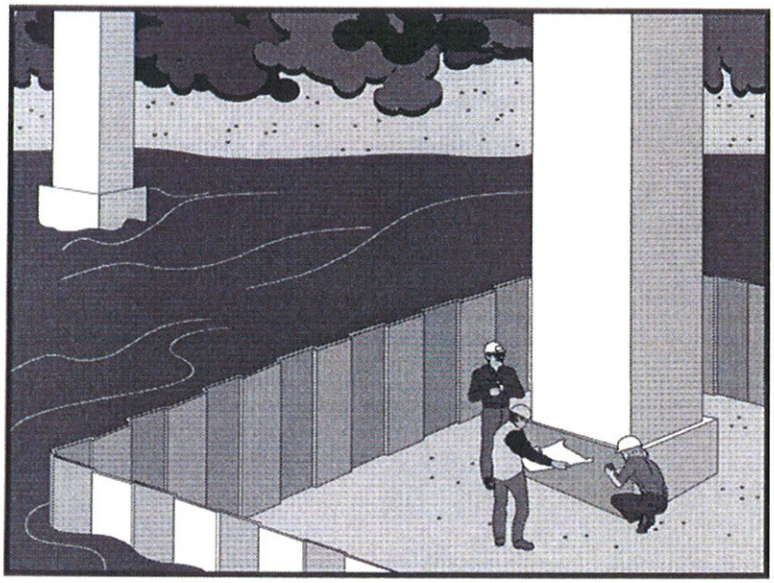
Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Hot Mix Asphalt-Paving Handbook AC 150/5370-14, Appendix I, U.S. Army Corps of Engineers, July 1991.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

Clear Water Diversion NS-5



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☒ **Secondary Objective**

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Potential Alternatives

None

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Description and Purpose

Clear water diversion consists of a system of structures and measures that intercept clear surface water runoff upstream of a project, transport it around the work area, and discharge it downstream with minimal water quality degradation from either the project construction operations or the construction of the diversion. Clear water diversions are used in a waterway to enclose a construction area and reduce sediment pollution from construction work occurring in or adjacent to water. Structures commonly used as part of this system include diversion ditches, berms, dikes, slope drains, rock, gravel bags, wood, aqua barriers, cofferdams, filter fabric or turbidity curtains, drainage and interceptor swales, pipes, or flumes.

Suitable Applications

A clear water diversion is typically implemented where appropriate permits (1601 Agreement) have been secured and work must be performed in a flowing stream or water body.

- Clear water diversions are appropriate for isolating construction activities occurring within or near a water body such as streambank stabilization, or culvert, bridge, pier or abutment installation. They may also be used in combination with other methods, such as clear water bypasses and/or pumps.
- Pumped diversions are suitable for intermittent and low flow streams.
- Excavation of a temporary bypass channel, or passing the flow through a heavy pipe (called a "flume") with a trench

excavated under it, is appropriate for the diversion of streams less than 20 ft wide, with flow rates less than 100 cfs.

- Clear water diversions incorporating clean washed gravel may be appropriate for use in salmonid spawning streams.

Limitations

- Diversion and encroachment activities will usually disturb the waterway during installation and removal of diversion structures.
- Installation may require Regional Water Quality Control Board (RWQCB) 401 Certification, U.S. Army Corps of Engineers 404 permit and approval by California Department of Fish and Game. If numerical-based water quality standards are mentioned in any of these and other related permits, testing and sampling may be required.
- Diversion and encroachment activities may constrict the waterway, which can obstruct flood flows and cause flooding or washouts. Diversion structures should not be installed without identifying potential impacts to the stream channel.
- Diversion or isolation activities are not appropriate in channels where there is insufficient stream flow to support aquatic species in the area dewatered as a result of the diversion.
- Diversion or isolation activities are inappropriate in deep water unless designed or reviewed by an engineer registered in California.
- Diversion or isolation activities should not completely dam stream flow.
- Dewatering and removal may require additional sediment control or water treatment. See NS-2, Dewatering Operations.
- Not appropriate if installation, maintenance, and removal of the structures will disturb sensitive aquatic species of concern.

Implementation

General

- Implement guidelines presented in EC-12, Streambank Stabilization to minimize impacts to streambanks.
- Where working areas encroach on flowing streams, barriers adequate to prevent the flow of muddy water into streams should be constructed and maintained between working areas and streams. During construction of the barriers, muddying of streams should be held to a minimum.
- Diversion structures must be adequately designed to accommodate fluctuations in water depth or flow volume due to tides, storms, flash floods, etc.
- Heavy equipment driven in wet portions of a water body to accomplish work should be completely clean of petroleum residue, and water levels should be below the fuel tanks, gearboxes, and axles of the equipment unless lubricants and fuels are sealed such that inundation by water will not result in discharges of fuels, oils, greases, or hydraulic fluids.

- Excavation equipment buckets may reach out into the water for the purpose of removing or placing fill materials. Only the bucket of the crane/ excavator/backhoe may operate in a water body. The main body of the crane/excavator/backhoe should not enter the water body except as necessary to cross the stream to access the work site.
- Stationary equipment such as motors and pumps located within or adjacent to a water body, should be positioned over drip pans.
- When any artificial obstruction is being constructed, maintained, or placed in operation, sufficient water should, at all times, be allowed to pass downstream to maintain aquatic life.
- Equipment should not be parked below the high water mark unless allowed by a permit.
- Disturbance or removal of vegetation should not exceed the minimum necessary to complete operations. Precautions should be taken to avoid damage to vegetation by people or equipment. Disturbed vegetation should be replaced with the appropriate erosion control measures.
- Riparian vegetation approved for trimming as part of the project should be cut off no lower than ground level to promote rapid re-growth. Access roads and work areas built over riparian vegetation should be covered by a sufficient layer of clean river run cobble to prevent damage to the underlying soil and root structure. The cobble should be removed upon completion of project activities.
- Drip pans should be placed under all vehicles and equipment placed on docks, barges, or other structures over water bodies when the vehicle or equipment is planned to be idle for more than 1 hour.
- Where possible, avoid or minimize diversion and encroachment impacts by scheduling construction during periods of low flow or when the stream is dry. Scheduling should also consider seasonal releases of water from dams, fish migration and spawning seasons, and water demands due to crop irrigation.
- Construct diversion structures with materials free of potential pollutants such as soil, silt, sand, clay, grease, or oil.

Temporary Diversions and Encroachments

- Construct diversion channels in accordance with EC-9, Earth Dikes and Drainage Swales.
- In high flow velocity areas, stabilize slopes of embankments and diversion ditches using an appropriate liner, in accordance with EC-7, Geotextiles and Mats, or use rock slope protection.
- Where appropriate, use natural streambed materials such as large cobbles and boulders for temporary embankment and slope protection, or other temporary soil stabilization methods.
- Provide for velocity dissipation at transitions in the diversion, such as the point where the stream is diverted to the channel and the point where the diverted stream is returned to its natural channel. See also EC-10, Velocity Dissipation Devices.

Temporary Dry Construction Areas

- When dewatering behind temporary structures to create a temporary dry construction area, such as cofferdams, pass pumped water through a sediment-settling device, such as a portable tank or settling basin, before returning water to the water body. See also NS-2, Dewatering Operations.

- Any substance used to assemble or maintain diversion structures, such as form oil, should be non-toxic and non-hazardous.

- Any material used to minimize seepage underneath diversion structures, such as grout, should be non-toxic, non-hazardous, and as close to a neutral pH as possible.

Comparison of Diversion and Isolation Techniques:

- Gravel bags are relatively inexpensive, but installation and removal can be labor intensive. It is also difficult to dewater the isolated area. Sandbags should not be used for this technique in rivers or streams, as sand should never be put into or adjacent to a stream, even if encapsulated in geotextile.

- Gravel Bag Berms (SE-6) used in conjunction with an impermeable membrane are cost effective, and can be dewatered relatively easily. If spawning gravel is used, the impermeable membrane can be removed from the stream, and the gravel can be spread out and left as salmonid spawning habitat if approved in the permit. Only clean, washed gravel should be used for both the gravel bag and gravel berm techniques.

- Cofferdams are relatively expensive, but frequently allow full dewatering. Also, many options now available are relatively easy to install.

- Sheet pile enclosures are a much more expensive solution, but do allow full dewatering. This technique is not well suited to small streams, but can be effective on large rivers or lakes, and where staging and heavy equipment access areas are available.

- K-rails are an isolation method that does not allow full dewatering, but can be used in small to large watercourses, and in fast-water situations.

- A relatively inexpensive isolation method is filter fabric isolation. This method involves placement of gravel bags or continuous berms to 'key-in' the fabric, and subsequently staking the fabric in place. This method should be used in relatively calm water, and can be used in smaller streams. Note that this is not a dewatering method, but rather a sediment isolation method.

- Turbidity curtains should be used where sediment discharge to a stream is unavoidable. They can also be used for in-stream construction, when dewatering an area is not required.

- When used in watercourses or streams, cofferdams must be used in accordance with permit requirements.

- Manufactured diversion structures should be installed following manufacturer's specifications.

- Filter fabric and turbidity curtain isolation installation methods can be found in the specific technique descriptions that follow.

Filter Fabric Isolation Technique

Definition and Purpose

A filter fabric isolation structure is a temporary structure built into a waterway to enclose a construction area and reduce sediment pollution from construction work in or adjacent to water. This structure is composed of filter fabric, gravel bags, and steel t-posts.

Appropriate Applications

- Filter fabric may be used for construction activities such as streambank stabilization, or culvert, bridge, pier or abutment installation. It may also be used in combination with other methods, such as clean water bypasses and/or pumps.
- Filter fabric isolation is relatively inexpensive. This method involves placement of gravel bags or continuous berms to 'key-in' the fabric, and subsequently staking the fabric in place.
- If spawning gravel is used, all other components of the isolation can be removed from the stream, and the gravel may be spread out and left as salmonid spawning habitat if approved in the permit. Whether spawning gravel or other types of gravel are used, only clean washed gravel should be used as infill for the gravel bags or continuous berm.
- This method should be used in relatively calm water, and can be used in smaller streams. This is not a dewatering method, but rather a sediment isolation method.
- Water levels inside and outside the fabric curtain must be about the same, as differential heads will cause the curtain to collapse.

Limitations

- Do not use if the installation, maintenance and removal of the structures will disturb sensitive aquatic species of concern.
- Filter fabrics are not appropriate for projects where dewatering is necessary.
- Filter fabrics are not appropriate to completely dam stream flow.

Design and Installation

- For the filter fabric isolation method, a non-woven or heavy-duty fabric is recommended over standard silt fence. Using rolled geotextiles allows non-standard widths to be used.
- Anchor filter fabric with gravel bags filled with clean, washed gravel. Do not use sand. If a bag should split open, the gravel can be left in the stream, where it can provide aquatic habitat benefits. If a sandbag splits open in a watercourse, the sand could cause a decrease in water quality, and could bury sensitive aquatic habitat.
- Another anchor alternative is a continuous berm, made with the Continuous Berm Machine. This is a gravel-filled bag that can be made in very long segments. The length of the berms is usually limited to 18 ft for ease of handling (otherwise, it gets too heavy to move).

- Place the fabric on the bottom of the stream, and place either a bag of clean, washed gravel or a continuous berm over the bottom of the silt fence fabric, such that a bag-width of fabric lies on the stream bottom. The bag should be placed on what will be the outside of the isolation area.
- Pull the fabric up, and place a metal t-post immediately behind the fabric, on the inside of the isolation area; attach the silt fence to the post with three diagonal nylon ties.
- Continue placing fabric as described above until the entire work area has been isolated, staking the fabric at least every 6 ft.

Inspection and Maintenance

- Immediately repair any gaps, holes or scour.
- Remove and properly dispose of sediment buildup.
- Remove BMP upon completion of construction activity. Recycle or reuse if applicable.
- Revegetate areas disturbed by BMP removal if needed.

Turbidity Curtain Isolation Technique

Definition and Purpose

A turbidity curtain is a fabric barrier used to isolate the near shore work area. The barriers are intended to confine the suspended sediment. The curtain is a floating barrier, and thus does not prevent water from entering the isolated area; rather, it prevents suspended sediment from getting out.

Appropriate Applications

Turbidity curtains should be used where sediment discharge to a stream is unavoidable. They are used when construction activities adjoin quiescent waters, such as lakes, ponds, and slow flowing rivers. The curtains are designed to deflect and contain sediment within a limited area and provide sufficient retention time so that the sediment particles will fall out of suspension.

Limitations

- Turbidity curtains should not be used in flowing water; they are best suited for use in ponds, lakes, and very slow-moving rivers.
- Turbidity curtains should not be placed across the width of a channel.
- Removing sediment that has been deflected and settled out by the curtain may create a discharge problem through the resuspension of particles and by accidental dumping by the removal equipment.

Design and Installation

- Turbidity curtains should be oriented parallel to the direction of flow.
- The curtain should extend the entire depth of the watercourse in calm-water situations.
- In wave conditions, the curtain should extend to within 1 ft of the bottom of the watercourse, such that the curtain does not stir up sediment by hitting the bottom repeatedly. If it is

desirable for the curtain to reach the bottom in an active-water situation, a pervious filter fabric may be used for the bottom 1 ft.

- The top of the curtain should consist of flexible flotation buoys, and the bottom should be held down by a load line incorporated into the curtain fabric. The fabric should be a brightly colored impervious mesh.
- The curtain should be held in place by anchors placed at least every 100 ft.
- First, place the anchors, then tow the fabric out in a furled condition, and connect to the anchors. The anchors should be connected to the flotation devices, and not to the bottom of the curtain. Once in place, cut the furling lines, and allow the bottom of the curtain to sink.
- Consideration must be given to the probable outcome of the removal procedure. It must be determined if it will create more of a sediment problem through re-suspension of the particles or by accidental dumping of material during removal. It is recommended that the soil particles trapped by the turbidity curtain only be removed if there has been a significant change in the original contours of the affected area in the watercourse.
- Particles should always be allowed to settle for a minimum of 6 to 12 hours prior to their removal or prior to removal of the turbidity curtain.

Maintenance and Inspection:

- The curtain should be inspected for holes or other problems, and any repairs needed should be made promptly.
- Allow sediment to settle for 6 to 12 hours prior to removal of sediment or curtain. This means that after removing sediment, wait an additional 6 to 12 hours before removing the curtain.
- To remove, install furling lines along the curtain, detach from anchors, and tow out of the water.

K-rail River Isolation

Definition and Purpose

This temporary sediment control or stream isolation method uses K-rails to form the sediment deposition area, or to isolate the in-stream or near-bank construction area.

Barriers are placed end-to-end in a pre-designed configuration and gravel-filled bags are used at the toe of the barrier and at their abutting ends to seal and prevent movement of sediment beneath or through the barrier walls.

Appropriate Applications

The K-rail isolation can be used in streams with higher water velocities than many other isolation techniques.

- This technique is also useful at the toe of embankments, and cut or fill slopes.

Limitations

- The K-rail method should not be used to dewater a project site, as the barrier is not watertight.

Design and Installation

- To create a floor for the K-rail, move large rocks and obstructions. Place washed gravel and gravel-filled bags to create a level surface for K-rails to sit. Washed gravel should always be used.
- Place the bottom two K-rails adjacent to each other, and parallel to the direction of flow; fill the center portion with gravel bags. Then place the third K-rail on top of the bottom two. There should be sufficient gravel bags between the bottom K-rails such that the top rail is supported by the gravel. Place plastic sheeting around the K-rails, and secure at the bottom with gravel bags.
- Further support can be added by pinning and cabling the K-rails together. Also, large riprap and boulders can be used to support either side of the K-rail, especially where there is strong current.

Inspection and Maintenance:

- The barrier should be inspected and any leaks, holes, or other problems should be addressed immediately.
- Sediment should be allowed to settle for at least 6 to 12 hours prior to removal of sediment, and for 6 to 12 hours prior to removal of the barrier.

Stream Diversions

The selection of which stream diversion technique to use will depend upon the type of work involved, physical characteristics of the site, and the volume of water flowing through the project.

Advantages of a Pumped Diversion

- Downstream sediment transport can be nearly eliminated.
- Dewatering of the work area is possible.
- Pipes can be moved around to allow construction operations.
- The dams can serve as temporary access to the site.
- Increased flows can be managed by adding more pumping capacity.

Disadvantages of a Pumped Diversion

- Flow volume is limited by pump capacity.
- A pumped diversion requires 24 hour monitoring of pumps.
- Sudden rain could overtop dams.
- Erosion at the outlet.

- Minor in-stream disturbance is required to install and remove dams.

Advantages of Excavated Channels and Flumes

- Excavated channels isolate work from water flow and allow dewatering.
- Excavated channels can handle larger flows than pumps.

Disadvantages of Excavated Channels and Flumes

- Bypass channel or flume must be sized to handle flows, including possible floods.
- Channels must be protected from erosion.
- Flow diversion and re-direction with small dams involves in-stream disturbance and mobilization of sediment.

Design and Installation

- Installation guidelines will vary based on existing site conditions and type of diversion used.
- Pump capacity must be sufficient for design flow.
- A standby pump is required in case a primary pump fails.
- Dam materials used to create dams upstream and downstream of diversion should be erosion resistant; materials such as steel plate, sheet pile, sandbags, continuous berms, inflatable water bladders, etc., would be acceptable.

When constructing a diversion channel, begin excavation of the channel at the proposed downstream end, and work upstream. Once the watercourse to be diverted is reached and the excavated channel is stable, breach the upstream end and allow water to flow down the new channel. Once flow has been established in the diversion channel, install the diversion weir in the main channel; this will force all water to be diverted from the main channel.

Inspection and Maintenance

- Pumped diversions require 24 hour monitoring of pumps.
- Inspect embankments and diversion channels for damage to the linings, accumulating debris, sediment buildup, and adequacy of the slope protection. Remove debris and repair linings and slope protection as required. Remove holes, gaps, or scour.
- Upon completion of work, the diversion or isolation structure should be removed and flow should be redirected through the new culvert or back into the original stream channel. Recycle or reuse if applicable.
- Revegetate areas disturbed by BMP removal if needed.

Costs

Costs of clear water diversion vary considerably and can be very high.

Inspection and Maintenance

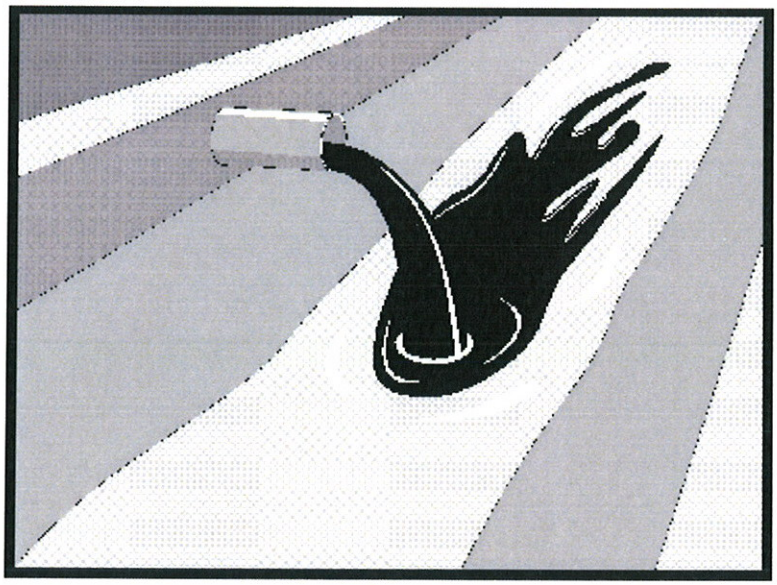
- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Refer to BMP-specific inspection and maintenance requirements.

References

California Bank and Shore Rock Slope Protection Design – Practitioners Guide and Field Evaluations of Riprap Methods, Caltrans Study No. F90TL03, October, 2000.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Illicit Connection/Discharge NS-6



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Metals	☑
Bacteria	☑
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Potential Alternatives

None

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Description and Purpose

Procedures and practices designed for construction contractors to recognize illicit connections or illegally dumped or discharged materials on a construction site and report incidents.

Suitable Applications

This best management practice (BMP) applies to all construction projects. Illicit connection/discharge and reporting is applicable anytime an illicit connection or discharge is discovered or illegally dumped material is found on the construction site.

Limitations

Illicit connections and illegal discharges or dumping, for the purposes of this BMP, refer to discharges and dumping caused by parties other than the contractor. If pre-existing hazardous materials or wastes are known to exist onsite, they should be identified in the SWPPP and handled as set forth in the SWPPP.

Implementation

Planning

- Review the SWPPP. Pre-existing areas of contamination should be identified and documented in the SWPPP.
- Inspect site before beginning the job for evidence of illicit connections, illegal dumping or discharges. Document any pre-existing conditions and notify the owner.

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- Inspect site regularly during project execution for evidence of illicit connections, illegal dumping or discharges.
- Observe site perimeter for evidence for potential of illicitly discharged or illegally dumped material, which may enter the job site.

Identification of Illicit Connections and Illegal Dumping or Discharges

- **General** – unlabeled and unidentifiable material should be treated as hazardous.
- **Solids** - Look for debris, or rubbish piles. Solid waste dumping often occurs on roadways with light traffic loads or in areas not easily visible from the traveled way.
- **Liquids** - signs of illegal liquid dumping or discharge can include:
  - Visible signs of staining or unusual colors to the pavement or surrounding adjacent soils
  - Pungent odors coming from the drainage systems
  - Discoloration or oily substances in the water or stains and residues detained within ditches, channels or drain boxes
  - Abnormal water flow during the dry weather season
- **Urban Areas** - Evidence of illicit connections or illegal discharges is typically detected at storm drain outfall locations or at manholes. Signs of an illicit connection or illegal discharge can include:
  - Abnormal water flow during the dry weather season
  - Unusual flows in sub drain systems used for dewatering
  - Pungent odors coming from the drainage systems
  - Discoloration or oily substances in the water or stains and residues detained within ditches, channels or drain boxes
  - Excessive sediment deposits, particularly adjacent to or near active offsite construction projects
- **Rural Areas** - Illicit connections or illegal discharges involving irrigation drainage ditches are detected by visual inspections. Signs of an illicit discharge can include:
  - Abnormal water flow during the non-irrigation season
  - Non-standard junction structures
  - Broken concrete or other disturbances at or near junction structures

Reporting

Notify the owner of any illicit connections and illegal dumping or discharge incidents at the time of discovery. For illicit connections or discharges to the storm drain system, notify the local stormwater management agency. For illegal dumping, notify the local law enforcement agency.

Cleanup and Removal

The responsibility for cleanup and removal of illicit or illegal dumping or discharges will vary by location. Contact the local stormwater management agency for further information.

Costs

Costs to look for and report illicit connections and illegal discharges and dumping are low. The best way to avoid costs associated with illicit connections and illegal discharges and dumping is to keep the project perimeters secure to prevent access to the site, to observe the site for vehicles that should not be there, and to document any waste or hazardous materials that exist onsite before taking possession of the site.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect the site regularly to check for any illegal dumping or discharge.
- Prohibit employees and subcontractors from disposing of non-job related debris or materials at the construction site.
- Notify the owner of any illicit connections and illegal dumping or discharge incidents at the time of discovery.

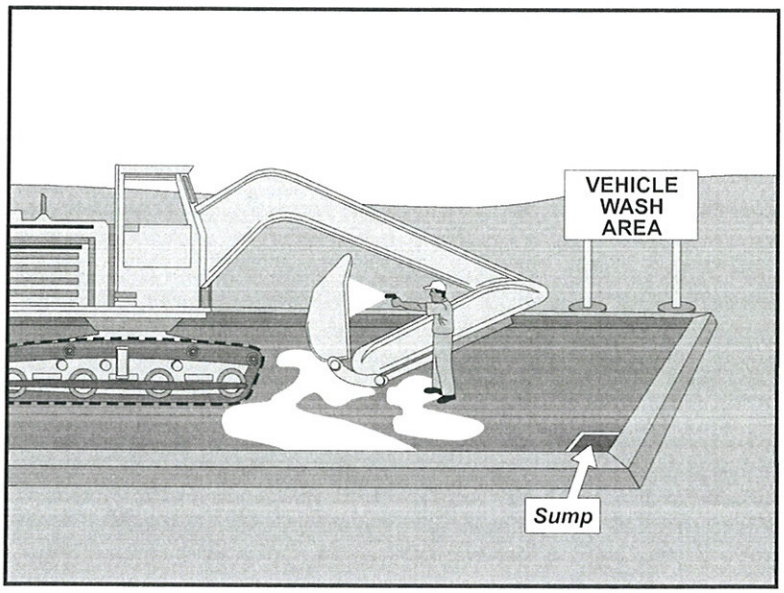
References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

Vehicle and Equipment Cleaning NS-8



Categories		
EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	☑
Trash	
Metals	
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Vehicle and equipment cleaning procedures and practices eliminate or reduce the discharge of pollutants to stormwater from vehicle and equipment cleaning operations. Procedures and practices include but are not limited to: using offsite facilities; washing in designated, contained areas only; eliminating discharges to the storm drain by infiltrating the wash water; and training employees and subcontractors in proper cleaning procedures.

Suitable Applications

These procedures are suitable on all construction sites where vehicle and equipment cleaning is performed.

Limitations

Even phosphate-free, biodegradable soaps have been shown to be toxic to fish before the soap degrades. Sending vehicles/equipment offsite should be done in conjunction with TC-1, Stabilized Construction Entrance/Exit.

Implementation

Other options to washing equipment onsite include contracting with either an offsite or mobile commercial washing business. These businesses may be better equipped to handle and dispose of the wash waters properly. Performing this work offsite can also be economical by eliminating the need for a separate washing operation onsite.

If washing operations are to take place onsite, then:

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- Use phosphate-free, biodegradable soaps.
- Educate employees and subcontractors on pollution prevention measures.
- Do not permit steam cleaning onsite. Steam cleaning can generate significant pollutant concentrates.
- Cleaning of vehicles and equipment with soap, solvents or steam should not occur on the project site unless resulting wastes are fully contained and disposed of. Resulting wastes should not be discharged or buried, and must be captured and recycled or disposed according to the requirements of WM-10, Liquid Waste Management or WM-6, Hazardous Waste Management, depending on the waste characteristics. Minimize use of solvents. Use of diesel for vehicle and equipment cleaning is prohibited.
- All vehicles and equipment that regularly enter and leave the construction site must be cleaned offsite.
- When vehicle and equipment washing and cleaning must occur onsite, and the operation cannot be located within a structure or building equipped with appropriate disposal facilities, the outside cleaning area should have the following characteristics:
  - Located away from storm drain inlets, drainage facilities, or watercourses
  - Paved with concrete or asphalt and bermed to contain wash waters and to prevent runon and runoff
  - Configured with a sump to allow collection and disposal of wash water
  - No discharge of wash waters to storm drains or watercourses
  - Used only when necessary
- When cleaning vehicles and equipment with water:
  - Use as little water as possible. High-pressure sprayers may use less water than a hose and should be considered
  - Use positive shutoff valve to minimize water usage
  - Facility wash racks should discharge to a sanitary sewer, recycle system or other approved discharge system and must not discharge to the storm drainage system, watercourses, or to groundwater

Costs

Cleaning vehicles and equipment at an offsite facility may reduce overall costs for vehicle and equipment cleaning by eliminating the need to provide similar services onsite. When onsite cleaning is needed, the cost to establish appropriate facilities is relatively low on larger, long-duration projects, and moderate to high on small, short-duration projects.

Inspection and Maintenance

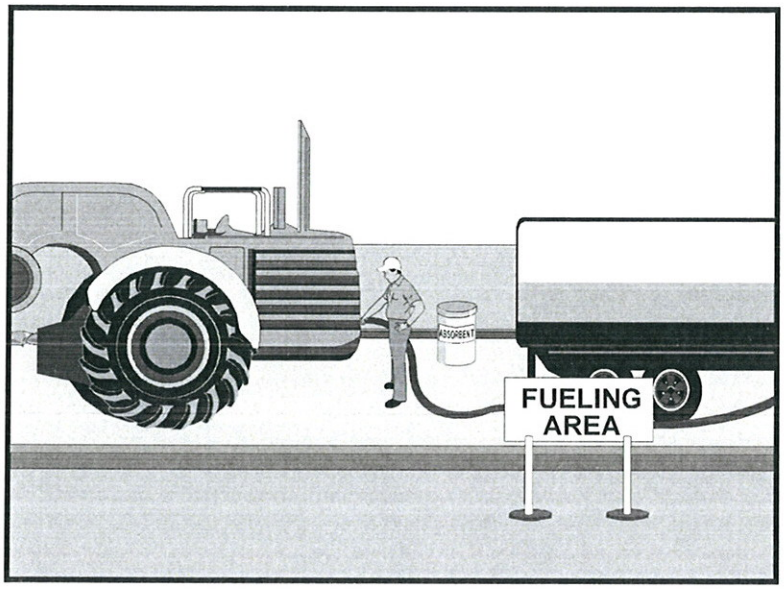
- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Inspection and maintenance is minimal, although some berm repair may be necessary.
- Monitor employees and subcontractors throughout the duration of the construction project to ensure appropriate practices are being implemented.
- Inspect sump regularly and remove liquids and sediment as needed.
- Prohibit employees and subcontractors from washing personal vehicles and equipment on the construction site.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Swisher, R.D. Surfactant Biodegradation, Marcel Decker Corporation, 1987.

Vehicle and Equipment Fueling NS-9



Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents

Sediment	
Nutrients	
Trash	
Metals	
Bacteria	
Oil and Grease	☑
Organics	

Potential Alternatives

None

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Description and Purpose

Vehicle equipment fueling procedures and practices are designed to prevent fuel spills and leaks, and reduce or eliminate contamination of stormwater. This can be accomplished by using offsite facilities, fueling in designated areas only, enclosing or covering stored fuel, implementing spill controls, and training employees and subcontractors in proper fueling procedures.

Suitable Applications

These procedures are suitable on all construction sites where vehicle and equipment fueling takes place.

Limitations

Onsite vehicle and equipment fueling should only be used where it is impractical to send vehicles and equipment offsite for fueling. Sending vehicles and equipment offsite should be done in conjunction with TC-1, Stabilized Construction Entrance/ Exit.

Implementation

- Use offsite fueling stations as much as possible. These businesses are better equipped to handle fuel and spills properly. Performing this work offsite can also be economical by eliminating the need for a separate fueling area at a site.
- Discourage "topping-off" of fuel tanks.

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- Absorbent spill cleanup materials and spill kits should be available in fueling areas and on fueling trucks, and should be disposed of properly after use.
- Drip pans or absorbent pads should be used during vehicle and equipment fueling, unless the fueling is performed over an impermeable surface in a dedicated fueling area.
- Use absorbent materials on small spills. Do not hose down or bury the spill. Remove the adsorbent materials promptly and dispose of properly.
- Avoid mobile fueling of mobile construction equipment around the site; rather, transport the equipment to designated fueling areas. With the exception of tracked equipment such as bulldozers and large excavators, most vehicles should be able to travel to a designated area with little lost time.
- Train employees and subcontractors in proper fueling and cleanup procedures.
- When fueling must take place onsite, designate an area away from drainage courses to be used. Fueling areas should be identified in the SWPPP.
- Dedicated fueling areas should be protected from stormwater runon and runoff, and should be located at least 50 ft away from downstream drainage facilities and watercourses. Fueling must be performed on level-grade areas.
- Protect fueling areas with berms and dikes to prevent runon, runoff, and to contain spills.
- Nozzles used in vehicle and equipment fueling should be equipped with an automatic shutoff to control drips. Fueling operations should not be left unattended.
- Use vapor recovery nozzles to help control drips as well as air pollution where required by Air Quality Management Districts (AQMD).
- Federal, state, and local requirements should be observed for any stationary above ground storage tanks.

Costs

- All of the above measures are low cost except for the capital costs of above ground tanks that meet all local environmental, zoning, and fire codes.

Inspection and Maintenance

- Inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Vehicles and equipment should be inspected each day of use for leaks. Leaks should be repaired immediately or problem vehicles or equipment should be removed from the project site.
- Keep ample supplies of spill cleanup materials onsite.

- Immediately clean up spills and properly dispose of contaminated soil and cleanup materials.

References

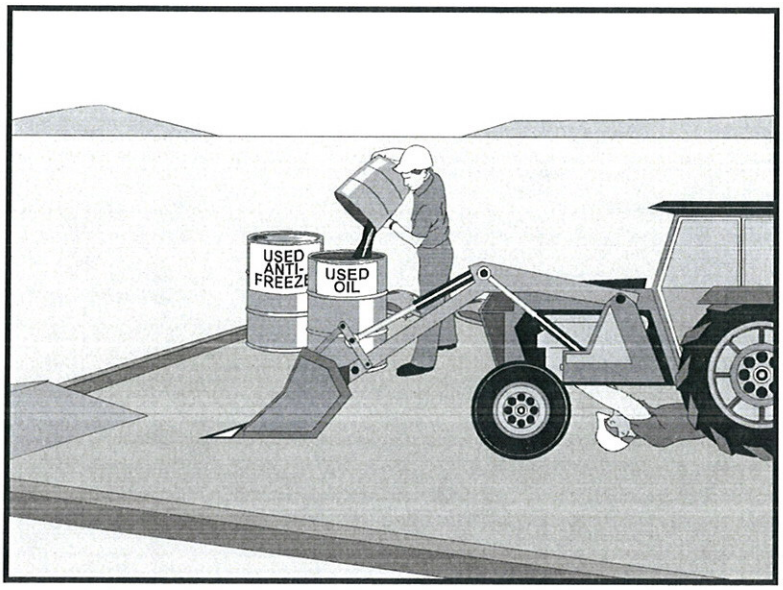
Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Coastal Nonpoint Pollution Control Program: Program Development and Approval Guidance, Working Group Working Paper; USEPA, April 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

Vehicle & Equipment Maintenance NS-10



Categories		
EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	
Nutrients	☑
Trash	☑
Metals	
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Prevent or reduce the contamination of stormwater resulting from vehicle and equipment maintenance by running a "dry and clean site". The best option would be to perform maintenance activities at an offsite facility. If this option is not available then work should be performed in designated areas only, while providing cover for materials stored outside, checking for leaks and spills, and containing and cleaning up spills immediately. Employees and subcontractors must be trained in proper procedures.

Suitable Applications

These procedures are suitable on all construction projects where an onsite yard area is necessary for storage and maintenance of heavy equipment and vehicles.

Limitations

Onsite vehicle and equipment maintenance should only be used where it is impractical to send vehicles and equipment offsite for maintenance and repair. Sending vehicles/equipment offsite should be done in conjunction with TC-1, Stabilized Construction Entrance/Exit.

Outdoor vehicle or equipment maintenance is a potentially significant source of stormwater pollution. Activities that can contaminate stormwater include engine repair and service, changing or replacement of fluids, and outdoor equipment storage and parking (engine fluid leaks). For further information on vehicle or equipment servicing, see NS-8,

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Vehicle and Equipment Cleaning, and NS-9, Vehicle and Equipment Fueling.

Implementation

- Use offsite repair shops as much as possible. These businesses are better equipped to handle vehicle fluids and spills properly. Performing this work offsite can also be economical by eliminating the need for a separate maintenance area.
- If maintenance must occur onsite, use designated areas, located away from drainage courses. Dedicated maintenance areas should be protected from stormwater runon and runoff, and should be located at least 50 ft from downstream drainage facilities and watercourses.
- Drip pans or absorbent pads should be used during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
- Place a stockpile of spill cleanup materials where it will be readily accessible.
- All fueling trucks and fueling areas are required to have spill kits and/or use other spill protection devices.
- Use adsorbent materials on small spills. Remove the absorbent materials promptly and dispose of properly.
- Inspect onsite vehicles and equipment daily at startup for leaks, and repair immediately.
- Keep vehicles and equipment clean; do not allow excessive build-up of oil and grease.
- Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic and transmission fluids. Provide secondary containment and covers for these materials if stored onsite.
- Train employees and subcontractors in proper maintenance and spill cleanup procedures.
- Drip pans or plastic sheeting should be placed under all vehicles and equipment placed on docks, barges, or other structures over water bodies when the vehicle or equipment is planned to be idle for more than 1 hour.
- For long-term projects, consider using portable tents or covers over maintenance areas if maintenance cannot be performed offsite.
- Consider use of new, alternative greases and lubricants, such as adhesive greases, for chassis lubrication and fifth-wheel lubrication.
- Properly dispose of used oils, fluids, lubricants, and spill cleanup materials.
- Do not place used oil in a dumpster or pour into a storm drain or watercourse.
- Properly dispose of or recycle used batteries.
- Do not bury used tires.

- Repair leaks of fluids and oil immediately.

Listed below is further information if you must perform vehicle or equipment maintenance onsite.

Safer Alternative Products

- Consider products that are less toxic or hazardous than regular products. These products are often sold under an "environmentally friendly" label.
- Consider use of grease substitutes for lubrication of truck fifth-wheels. Follow manufacturers label for details on specific uses.
- Consider use of plastic friction plates on truck fifth-wheels in lieu of grease. Follow manufacturers label for details on specific uses.

Waste Reduction

Parts are often cleaned using solvents such as trichloroethylene, trichloroethane, or methylene chloride. Many of these cleaners are listed in California Toxic Rule as priority pollutants. These materials are harmful and must not contaminate stormwater. They must be disposed of as a hazardous waste. Reducing the number of solvents makes recycling easier and reduces hazardous waste management costs. Often, one solvent can perform a job as well as two different solvents. Also, if possible, eliminate or reduce the amount of hazardous materials and waste by substituting non-hazardous or less hazardous materials. For example, replace chlorinated organic solvents with non-chlorinated solvents. Non-chlorinated solvents like kerosene or mineral spirits are less toxic and less expensive to dispose of properly. Check the list of active ingredients to see whether it contains chlorinated solvents. The "chlor" term indicates that the solvent is chlorinated. Also, try substituting a wire brush for solvents to clean parts.

Recycling and Disposal

Separating wastes allows for easier recycling and may reduce disposal costs. Keep hazardous wastes separate, do not mix used oil solvents, and keep chlorinated solvents (like,-trichloroethane) separate from non-chlorinated solvents (like kerosene and mineral spirits). Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around. Provide cover and secondary containment until these materials can be removed from the site.

Oil filters can be recycled. Ask your oil supplier or recycler about recycling oil filters.

Do not dispose of extra paints and coatings by dumping liquid onto the ground or throwing it into dumpsters. Allow coatings to dry or harden before disposal into covered dumpsters.

Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries, even if you think all the acid has drained out. If you drop a battery, treat it as if it is cracked. Put it into the containment area until you are sure it is not leaking.

Costs

All of the above are low cost measures. Higher costs are incurred to setup and maintain onsite maintenance areas.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Keep ample supplies of spill cleanup materials onsite.
- Maintain waste fluid containers in leak proof condition.
- Vehicles and equipment should be inspected on each day of use. Leaks should be repaired immediately or the problem vehicle(s) or equipment should be removed from the project site.
- Inspect equipment for damaged hoses and leaky gaskets routinely. Repair or replace as needed.

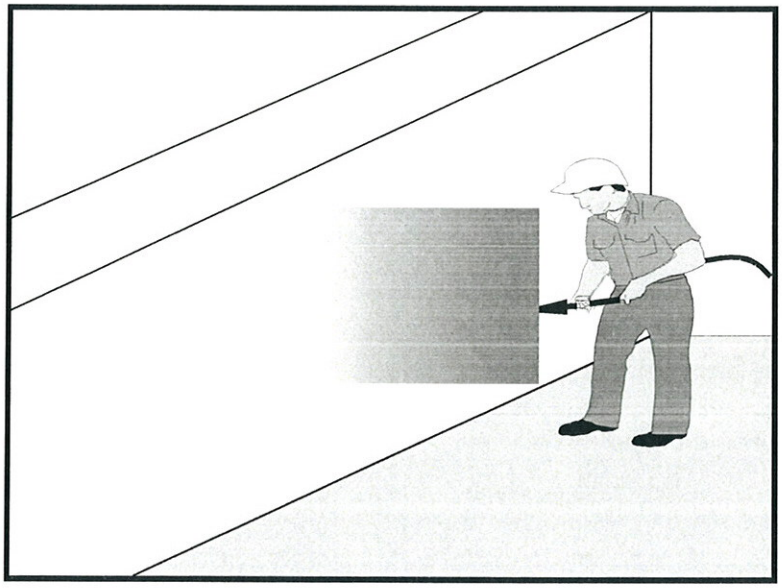
References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Coastal Nonpoint Pollution Control Program; Program Development and Approval Guidance, Working Group, Working Paper; USEPA, April 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Concrete Curing NS-12



Categories		
EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☑
WM	Waste Management and Materials Pollution Control	☑

Legend:
☑ **Primary Category**
☒ **Secondary Category**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	

Potential Alternatives

None

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Description and Purpose

Concrete curing is used in the construction of structures such as bridges, retaining walls, pump houses, large slabs, and structured foundations. Concrete curing includes the use of both chemical and water methods.

Concrete and its associated curing materials have basic chemical properties that can raise the pH of water to levels outside of the permitted range. Discharges of stormwater and non-stormwater exposed to concrete during curing may have a high pH and may contain chemicals, metals, and fines. The General Permit incorporates Numeric Action Levels (NAL) for pH (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Proper procedures and care should be taken when managing concrete curing materials to prevent them from coming into contact with stormwater flows, which could result in a high pH discharge.

Suitable Applications

Suitable applications include all projects where Portland Cement Concrete (PCC) and concrete curing chemicals are placed where they can be exposed to rainfall, runoff from other areas, or where runoff from the PCC will leave the site.

Limitations

- Runoff contact with concrete waste can raise pH levels in the water to environmentally harmful levels and trigger permit violations.

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Implementation

Chemical Curing

- Avoid over spray of curing compounds.
- Minimize the drift by applying the curing compound close to the concrete surface. Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.
- Use proper storage and handling techniques for concrete curing compounds. Refer to WM-1, Material Delivery and Storage.
- Protect drain inlets prior to the application of curing compounds.
- Refer to WM-4, Spill Prevention and Control.

Water Curing for Bridge Decks, Retaining Walls, and other Structures

- Direct cure water away from inlets and watercourses to collection areas for evaporation or other means of removal in accordance with all applicable permits. See WM-8 Concrete Waste Management.
- Collect cure water at the top of slopes and transport to a concrete waste management area in a non-erosive manner. See EC-9 Earth Dikes and Drainage Swales, EC-10, Velocity Dissipation Devices, and EC-11, Slope Drains.
- Utilize wet blankets or a similar method that maintains moisture while minimizing the use and possible discharge of water.

Education

- Educate employees, subcontractors, and suppliers on proper concrete curing techniques to prevent contact with discharge as described herein.
- Arrange for the QSP or the appropriately trained contractor's superintendent or representative to oversee and enforce concrete curing procedures.

Costs

All of the above measures are generally low cost.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.

- Sample non-stormwater discharges and stormwater runoff that contacts uncured and partially cured concrete as required by the General Permit.
- Ensure that employees and subcontractors implement appropriate measures for storage, handling, and use of curing compounds.
- Inspect cure containers and spraying equipment for leaks.

References

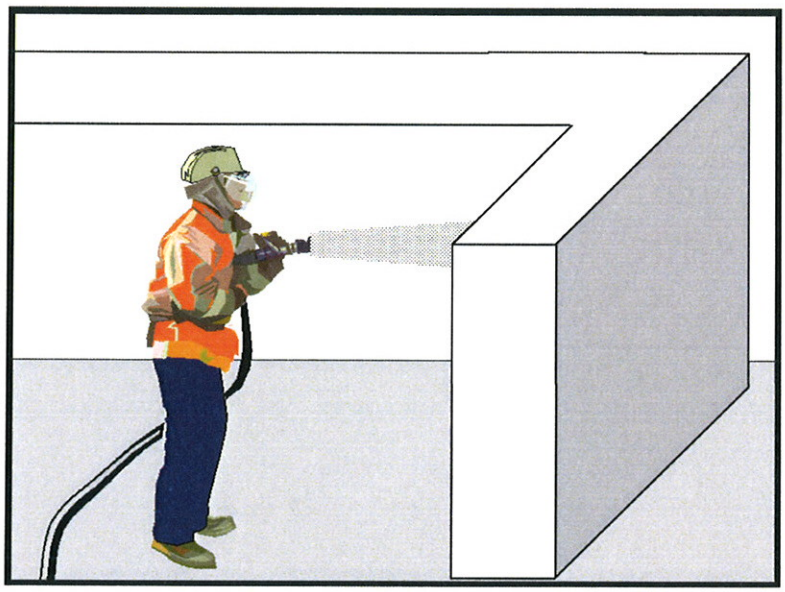
Blue Print for a Clean Bay-Construction-Related Industries: Best Management Practices for Stormwater Pollution Prevention; Santa Clara Valley Non Point Source Pollution Control Program, 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

Erosion and Sediment Control Manual, Oregon Department of Environmental Quality, February 2005.

Concrete Finishing NS-13



Categories		
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Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents	
Sediment	☑
Nutrients	
Trash	
Metals	☑
Bacteria	
Oil and Grease	
Organics	☑

Potential Alternatives

None

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Description and Purpose

Concrete finishing methods are used for bridge deck rehabilitation, paint removal, curing compound removal, and final surface finish appearances. Methods include sand blasting, shot blasting, grinding, or high pressure water blasting. Stormwater and non-stormwater exposed to concrete finishing by-products may have a high pH and may contain chemicals, metals, and fines. Proper procedures and implementation of appropriate BMPs can minimize the impact that concrete-finishing methods may have on stormwater and non-stormwater discharges.

The General Permit incorporates Numeric Action Levels (NAL) for pH (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Concrete and its associated curing materials have basic chemical properties that can raise pH levels outside of the permitted range. Additional care should be taken when managing these materials to prevent them from coming into contact with stormwater flows, which could lead to exceedances of the General Permit requirements.

Suitable Applications

These procedures apply to all construction locations where concrete finishing operations are performed.

Limitations

- Runoff contact with concrete waste can raise pH levels in the water to environmentally harmful levels and trigger permit violations.

Implementation

- Collect and properly dispose of water from high-pressure water blasting operations.
- Collect contaminated water from blasting operations at the top of slopes. Transport or dispose of contaminated water while using BMPs such as those for erosion control. Refer to EC-9, Earth Dikes and Drainage Swales, EC-10, Velocity Dissipation Devices, and EC-11, Slope Drains.
- Direct water from blasting operations away from inlets and watercourses to collection areas for infiltration or other means of removal (dewatering). Refer to NS-2 Dewatering Operations.
- Protect inlets during sandblasting operations. Refer to SE-10, Storm Drain Inlet Protection.
- Refer to WM-8, Concrete Waste Management for disposal of concrete debris.
- Minimize the drift of dust and blast material as much as possible by keeping the blasting nozzle close to the surface.
- When blast residue contains a potentially hazardous waste, refer to WM-6, Hazardous Waste Management.

Education

- Educate employees, subcontractors, and suppliers on proper concrete finishing techniques to prevent contact with discharge as described herein.
- Arrange for the QSP or the appropriately trained contractor's superintendent or representative to oversee and enforce concrete finishing procedures.

Costs

These measures are generally of low cost.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharges daily while non-stormwater discharges occur.
- Sample non-stormwater discharges and stormwater runoff that contacts concrete dust and debris as required by the General Permit.

- Sweep or vacuum up debris from sandblasting at the end of each shift.
- At the end of each work shift, remove and contain liquid and solid waste from containment structures, if any, and from the general work area.
- Inspect containment structures for damage prior to use and prior to onset of forecasted rain.

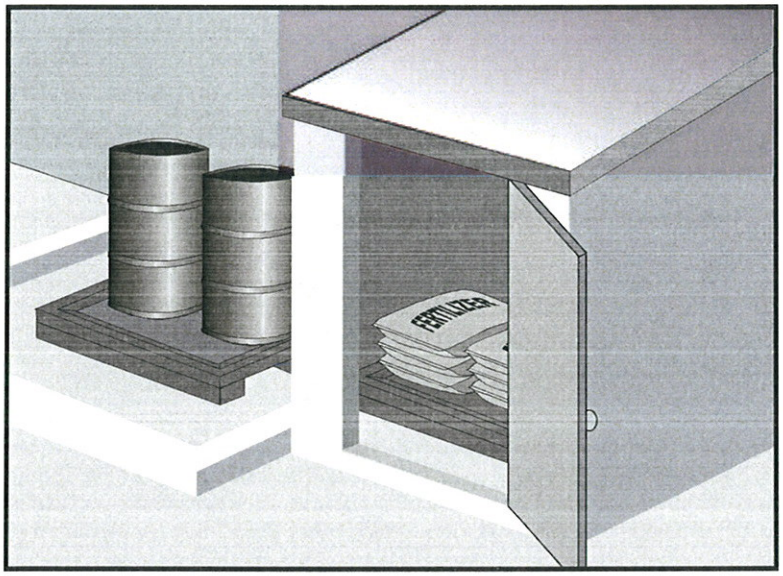
References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

Material Delivery and Storage WM-1



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Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents	
Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Prevent, reduce, or eliminate the discharge of pollutants from material delivery and storage to the stormwater system or watercourses by minimizing the storage of hazardous materials onsite, storing materials in watertight containers and/or a completely enclosed designated area, installing secondary containment, conducting regular inspections, and training employees and subcontractors.

This best management practice covers only material delivery and storage. For other information on materials, see WM-2, Material Use, or WM-4, Spill Prevention and Control. For information on wastes, see the waste management BMPs in this section.

Suitable Applications

These procedures are suitable for use at all construction sites with delivery and storage of the following materials:

- Soil stabilizers and binders
- Pesticides and herbicides
- Fertilizers
- Detergents
- Plaster
- Petroleum products such as fuel, oil, and grease

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- Asphalt and concrete components
- Hazardous chemicals such as acids, lime, glues, adhesives, paints, solvents, and curing compounds
- Concrete compounds
- Other materials that may be detrimental if released to the environment

Limitations

- Space limitation may preclude indoor storage.
- Storage sheds often must meet building and fire code requirements.

Implementation

The following steps should be taken to minimize risk:

- Chemicals must be stored in water tight containers with appropriate secondary containment or in a storage shed.
- When a material storage area is located on bare soil, the area should be lined and bermed.
- Use containment pallets or other practical and available solutions, such as storing materials within newly constructed buildings or garages, to meet material storage requirements.
- Stack erodible landscape material on pallets and cover when not in use.
- Contain all fertilizers and other landscape materials when not in use.
- Temporary storage areas should be located away from vehicular traffic.
- Material Safety Data Sheets (MSDS) should be available on-site for all materials stored that have the potential to effect water quality.
- Construction site areas should be designated for material delivery and storage.
- Material delivery and storage areas should be located away from waterways, if possible.
  - Avoid transport near drainage paths or waterways.
  - Surround with earth berms or other appropriate containment BMP. See EC-9, Earth Dikes and Drainage Swales.
  - Place in an area that will be paved.
- Storage of reactive, ignitable, or flammable liquids must comply with the fire codes of your area. Contact the local Fire Marshal to review site materials, quantities, and proposed storage area to determine specific requirements. See the Flammable and Combustible Liquid Code, NFPA30.
- An up to date inventory of materials delivered and stored onsite should be kept.

- Hazardous materials storage onsite should be minimized.
- Hazardous materials should be handled as infrequently as possible.
- Keep ample spill cleanup supplies appropriate for the materials being stored. Ensure that cleanup supplies are in a conspicuous, labeled area.
- Employees and subcontractors should be trained on the proper material delivery and storage practices.
- Employees trained in emergency spill cleanup procedures must be present when dangerous materials or liquid chemicals are unloaded.
- If significant residual materials remain on the ground after construction is complete, properly remove and dispose of materials and any contaminated soil. See WM-7, Contaminated Soil Management. If the area is to be paved, pave as soon as materials are removed to stabilize the soil.

Material Storage Areas and Practices

- Liquids, petroleum products, and substances listed in 40 CFR Parts 110, 117, or 302 should be stored in approved containers and drums and should not be overfilled. Containers and drums should be placed in temporary containment facilities for storage.
- A temporary containment facility should provide for a spill containment volume able to contain precipitation from a 25 year storm event, plus the greater of 10% of the aggregate volume of all containers or 100% of the capacity of the largest container within its boundary, whichever is greater.
- A temporary containment facility should be impervious to the materials stored therein for a minimum contact time of 72 hours.
- A temporary containment facility should be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be collected and placed into drums. These liquids should be handled as a hazardous waste unless testing determines them to be non-hazardous. All collected liquids or non-hazardous liquids should be sent to an approved disposal site.
- Sufficient separation should be provided between stored containers to allow for spill cleanup and emergency response access.
- Incompatible materials, such as chlorine and ammonia, should not be stored in the same temporary containment facility.
- Materials should be covered prior to, and during rain events.
- Materials should be stored in their original containers and the original product labels should be maintained in place in a legible condition. Damaged or otherwise illegible labels should be replaced immediately.

- Bagged and boxed materials should be stored on pallets and should not be allowed to accumulate on the ground. To provide protection from wind and rain throughout the rainy season, bagged and boxed materials should be covered during non-working days and prior to and during rain events.
- Stockpiles should be protected in accordance with WM-3, Stockpile Management.
- Materials should be stored indoors within existing structures or completely enclosed storage sheds when available.
- Proper storage instructions should be posted at all times in an open and conspicuous location.
- An ample supply of appropriate spill clean up material should be kept near storage areas.
- Also see WM-6, Hazardous Waste Management, for storing of hazardous wastes.

Material Delivery Practices

- Keep an accurate, up-to-date inventory of material delivered and stored onsite.
- Arrange for employees trained in emergency spill cleanup procedures to be present when dangerous materials or liquid chemicals are unloaded.

Spill Cleanup

- Contain and clean up any spill immediately.
- Properly remove and dispose of any hazardous materials or contaminated soil if significant residual materials remain on the ground after construction is complete. See WM-7, Contaminated Soil Management.
- See WM-4, Spill Prevention and Control, for spills of chemicals and/or hazardous materials.
- If spills or leaks of materials occur that are not contained and could discharge to surface waters, non-visible sampling of site discharge may be required. Refer to the General Permit or to your project specific Construction Site Monitoring Plan to determine if and where sampling is required.

Cost

- The largest cost of implementation may be in the construction of a materials storage area that is covered and provides secondary containment.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Keep storage areas clean and well organized, including a current list of all materials onsite.
- Inspect labels on containers for legibility and accuracy.

- Repair or replace perimeter controls, containment structures, covers, and liners as needed to maintain proper function.

References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

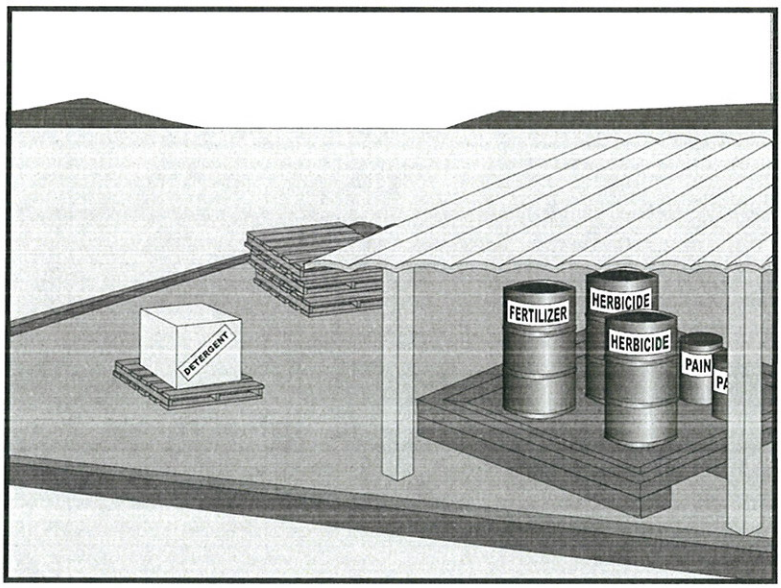
Coastal Nonpoint Pollution Control Program: Program Development and Approval Guidance, Working Group Working Paper; USEPA, April 1992.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Material Use

WM-2



Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents

Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Prevent or reduce the discharge of pollutants to the storm drain system or watercourses from material use by using alternative products, minimizing hazardous material use onsite, and training employees and subcontractors.

Suitable Applications

This BMP is suitable for use at all construction projects. These procedures apply when the following materials are used or prepared onsite:

- Pesticides and herbicides
- Fertilizers
- Detergents
- Petroleum products such as fuel, oil, and grease
- Asphalt and other concrete components
- Other hazardous chemicals such as acids, lime, glues, adhesives, paints, solvents, and curing compounds
- Other materials that may be detrimental if released to the environment

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Limitations

Safer alternative building and construction products may not be available or suitable in every instance.

Implementation

The following steps should be taken to minimize risk:

- Minimize use of hazardous materials onsite.
- Follow manufacturer instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals.
- Train personnel who use pesticides. The California Department of Pesticide Regulation and county agricultural commissioners license pesticide dealers, certify pesticide applicators, and conduct onsite inspections.
- The preferred method of termiticide application is soil injection near the existing or proposed structure foundation/slab; however, if not feasible, soil drench application of termiticides should follow EPA label guidelines and the following recommendations (most of which are applicable to most pesticide applications):
  - Do not treat soil that is water-saturated or frozen.
  - Application shall not commence within 24-hours of a predicted precipitation event with a 40% or greater probability. Weather tracking must be performed on a daily basis prior to termiticide application and during the period of termiticide application.
  - Do not allow treatment chemicals to runoff from the target area. Apply proper quantity to prevent excess runoff. Provide containment for and divert stormwater from application areas using berms or diversion ditches during application.
  - Dry season: Do not apply within 10 feet of storm drains. Do not apply within 25 feet of aquatic habitats (such as, but not limited to, lakes; reservoirs; rivers; permanent streams; marshes or ponds; estuaries; and commercial fish farm ponds).
  - Wet season: Do not apply within 50 feet of storm drains or aquatic habitats (such as, but not limited to, lakes; reservoirs; rivers; permanent streams; marshes or ponds; estuaries; and commercial fish farm ponds) unless a vegetative buffer is present (if so, refer to dry season requirements).
  - Do not make on-grade applications when sustained wind speeds are above 10 mph (at application site) at nozzle end height.
  - Cover treatment site prior to a rain event in order to prevent run-off of the pesticide into non-target areas. The treated area should be limited to a size that can be backfilled and/or covered by the end of the work shift. Backfilling or covering of the treated area shall be done by the end of the same work shift in which the application is made.
  - The applicator must either cover the soil him/herself or provide written notification of the above requirement to the contractor on site and to the person commissioning the

application (if different than the contractor). If notice is provided to the contractor or the person commissioning the application, then they are responsible under the Federal Insecticide Fungicide, and Rodenticide Act (FIFRA) to ensure that: 1) if the concrete slab cannot be poured over the treated soil within 24 hours of application, the treated soil is covered with a waterproof covering (such as polyethylene sheeting), and 2) the treated soil is covered if precipitation is predicted to occur before the concrete slab is scheduled to be poured.

- Do not over-apply fertilizers, herbicides, and pesticides. Prepare only the amount needed. Follow the recommended usage instructions. Over-application is expensive and environmentally harmful. Unless on steep slopes, till fertilizers into the soil rather than hydraulic application. Apply surface dressings in several smaller applications, as opposed to one large application, to allow time for infiltration and to avoid excess material being carried offsite by runoff. Do not apply these chemicals before predicted rainfall.
- Train employees and subcontractors in proper material use.
- Supply Material Safety Data Sheets (MSDS) for all materials.
- Dispose of latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths, when thoroughly dry and are no longer hazardous, with other construction debris.
- Do not remove the original product label; it contains important safety and disposal information. Use the entire product before disposing of the container.
- Mix paint indoors or in a containment area. Never clean paintbrushes or rinse paint containers into a street, gutter, storm drain, or watercourse. Dispose of any paint thinners, residue, and sludge(s) that cannot be recycled, as hazardous waste.
- For water-based paint, clean brushes to the extent practicable, and rinse to a drain leading to a sanitary sewer where permitted, or contain for proper disposal off site. For oil-based paints, clean brushes to the extent practicable, and filter and reuse thinners and solvents.
- Use recycled and less hazardous products when practical. Recycle residual paints, solvents, non-treated lumber, and other materials.
- Use materials only where and when needed to complete the construction activity. Use safer alternative materials as much as possible. Reduce or eliminate use of hazardous materials onsite when practical.
- Document the location, time, chemicals applied, and applicator's name and qualifications.
- Keep an ample supply of spill clean up material near use areas. Train employees in spill clean up procedures.
- Avoid exposing applied materials to rainfall and runoff unless sufficient time has been allowed for them to dry.
- Discontinue use of erodible landscape material within 2 days prior to a forecasted rain event and materials should be covered and/or bermed.

- Provide containment for material use areas such as masons' areas or paint mixing/preparation areas to prevent materials/pollutants from entering stormwater.

Costs

All of the above are low cost measures.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities.
- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Ensure employees and subcontractors throughout the job are using appropriate practices.

References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

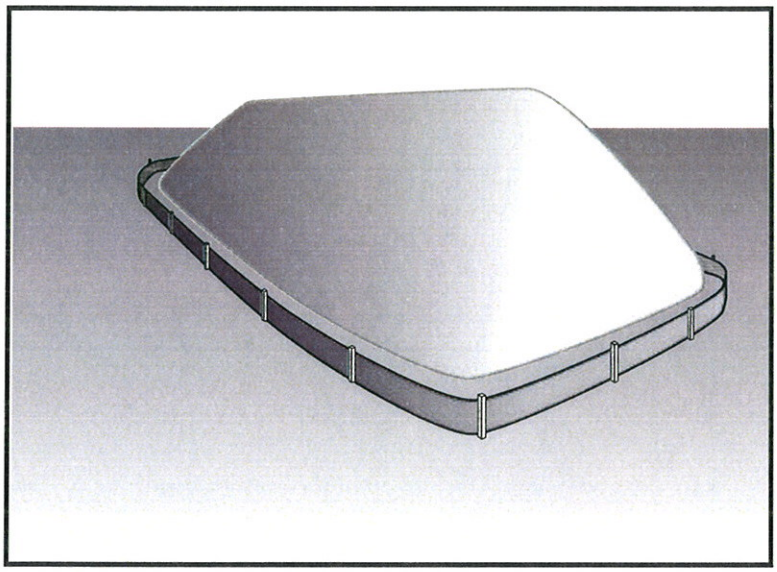
Coastal Nonpoint Pollution Control Program: Program Development and Approval Guidance, Working Group Working Paper; USEPA, April 1992.

Comments on Risk Assessments Risk Reduction Options for Cypermethrin: Docket No. OPP–2005–0293; California Stormwater Quality Association (CASQA) letter to USEPA, 2006.Environmental Hazard and General Labeling for Pyrethroid Non-Agricultural Outdoor Products, EPA-HQ-OPP-2008-0331-0021; USEPA, 2008.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Stockpile Management WM-3



Categories		
EC	Erosion Control	
SE	Sediment Control	☒
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☒
WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents	
Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

Description and Purpose

Stockpile management procedures and practices are designed to reduce or eliminate air and stormwater pollution from stockpiles of soil, soil amendments, sand, paving materials such as portland cement concrete (PCC) rubble, asphalt concrete (AC), asphalt concrete rubble, aggregate base, aggregate sub base or pre-mixed aggregate, asphalt minder (so called "cold mix" asphalt), and pressure treated wood.

Suitable Applications

Implement in all projects that stockpile soil and other loose materials.

Limitations

- Plastic sheeting as a stockpile protection is temporary and hard to manage in windy conditions. Where plastic is used, consider use of plastic tarps with nylon reinforcement which may be more durable than standard sheeting.
- Plastic sheeting can increase runoff volume due to lack of infiltration and potentially cause perimeter control failure.
- Plastic sheeting breaks down faster in sunlight.
- The use of Plastic materials and photodegradable plastics should be avoided.

Implementation

Protection of stockpiles is a year-round requirement. To properly manage stockpiles:

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- On larger sites, a minimum of 50 ft separation from concentrated flows of stormwater, drainage courses, and inlets is recommended.
- After 14 days of inactivity, a stockpile is non-active and requires further protection described below. All stockpiles are required to be protected as non-active stockpiles immediately if they are not scheduled to be used within 14 days.
- Protect all stockpiles from stormwater runon using temporary perimeter sediment barriers such as compost berms (SE-13), temporary silt dikes (SE-12), fiber rolls (SE-5), silt fences (SE-1), sandbags (SE-8), gravel bags (SE-6), or biofilter bags (SE-14). Refer to the individual fact sheet for each of these controls for installation information.
- Implement wind erosion control practices as appropriate on all stockpiled material. For specific information, see WE-1, Wind Erosion Control.
- Manage stockpiles of contaminated soil in accordance with WM-7, Contaminated Soil Management.
- Place bagged materials on pallets and under cover.
- Ensure that stockpile coverings are installed securely to protect from wind and rain.
- Some plastic covers withstand weather and sunlight better than others. Select cover materials or methods based on anticipated duration of use.

Protection of Non-Active Stockpiles

A stockpile is considered non-active if it either is not used for 14 days or if it is scheduled not to be used for 14 days or more. Stockpiles need to be protected immediately if they are not scheduled to be used within 14 days. Non-active stockpiles of the identified materials should be protected as follows:

Soil stockpiles

- Soil stockpiles should be covered or protected with soil stabilization measures and a temporary perimeter sediment barrier at all times.
- Temporary vegetation should be considered for topsoil piles that will be stockpiled for extended periods.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub base

- Stockpiles should be covered and protected with a temporary perimeter sediment barrier at all times.

Stockpiles of "cold mix"

- Cold mix stockpiles should be placed on and covered with plastic sheeting or comparable material at all times and surrounded by a berm.

Stockpiles of fly ash, stucco, hydrated lime

- Stockpiles of materials that may raise the pH of runoff (i.e., basic materials) should be covered with plastic and surrounded by a berm.

Stockpiles/Storage of wood (Pressure treated with chromated copper arsenate or ammoniacal copper zinc arsenate

- Treated wood should be covered with plastic sheeting or comparable material at all times and surrounded by a berm.

Protection of Active Stockpiles

A stockpile is active when it is being used or is scheduled to be used within 14 days of the previous use. Active stockpiles of the identified materials should be protected as follows:

- All stockpiles should be covered and protected with a temporary linear sediment barrier prior to the onset of precipitation.
- Stockpiles of "cold mix" and treated wood, and basic materials should be placed on and covered with plastic sheeting or comparable material and surrounded by a berm prior to the onset of precipitation.
- The downstream perimeter of an active stockpile should be protected with a linear sediment barrier or berm and runoff should be diverted around or away from the stockpile on the upstream perimeter.

Costs

For cost information associated with stockpile protection refer to the individual erosion or sediment control BMP fact sheet considered for implementation (For example, refer to SE-1 Silt Fence for installation of silt fence around the perimeter of a stockpile.)

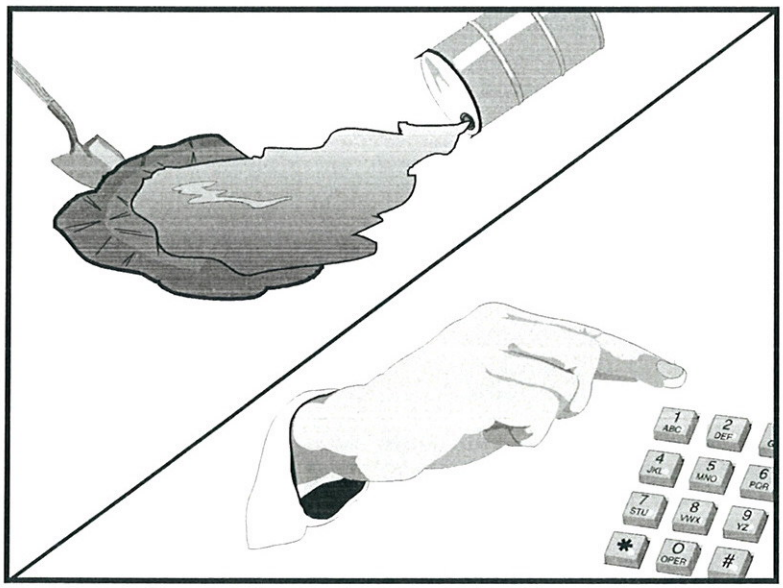
Inspection and Maintenance

- Stockpiles must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- It may be necessary to inspect stockpiles covered with plastic sheeting more frequently during certain conditions (for example, high winds or extreme heat).
- Repair and/or replace perimeter controls and covers as needed to keep them functioning properly.
- Sediment shall be removed when it reaches one-third of the barrier height.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Spill Prevention and Control WM-4



Categories		
EC	Erosion Control	
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WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents	
Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Prevent or reduce the discharge of pollutants to drainage systems or watercourses from leaks and spills by reducing the chance for spills, stopping the source of spills, containing and cleaning up spills, properly disposing of spill materials, and training employees.

This best management practice covers only spill prevention and control. However, WM-1, Materials Delivery and Storage, and WM-2, Material Use, also contain useful information, particularly on spill prevention. For information on wastes, see the waste management BMPs in this section.

Suitable Applications

This BMP is suitable for all construction projects. Spill control procedures are implemented anytime chemicals or hazardous substances are stored on the construction site, including the following materials:

- Soil stabilizers/binders
- Dust palliatives
- Herbicides
- Growth inhibitors
- Fertilizers
- Deicing/anti-icing chemicals

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- Fuels
- Lubricants
- Other petroleum distillates

Limitations

- In some cases it may be necessary to use a private spill cleanup company.
- This BMP applies to spills caused by the contractor and subcontractors.
- Procedures and practices presented in this BMP are general. Contractor should identify appropriate practices for the specific materials used or stored onsite

Implementation

The following steps will help reduce the stormwater impacts of leaks and spills:

Education

- Be aware that different materials pollute in different amounts. Make sure that each employee knows what a "significant spill" is for each material they use, and what is the appropriate response for "significant" and "insignificant" spills.
- Educate employees and subcontractors on potential dangers to humans and the environment from spills and leaks.
- Hold regular meetings to discuss and reinforce appropriate disposal procedures (incorporate into regular safety meetings).
- Establish a continuing education program to indoctrinate new employees.
- Have contractor's superintendent or representative oversee and enforce proper spill prevention and control measures.

General Measures

- To the extent that the work can be accomplished safely, spills of oil, petroleum products, substances listed under 40 CFR parts 110,117, and 302, and sanitary and septic wastes should be contained and cleaned up immediately.
- Store hazardous materials and wastes in covered containers and protect from vandalism.
- Place a stockpile of spill cleanup materials where it will be readily accessible.
- Train employees in spill prevention and cleanup.
- Designate responsible individuals to oversee and enforce control measures.
- Spills should be covered and protected from stormwater runon during rainfall to the extent that it doesn't compromise clean up activities.
- Do not bury or wash spills with water.

- Store and dispose of used clean up materials, contaminated materials, and recovered spill material that is no longer suitable for the intended purpose in conformance with the provisions in applicable BMPs.
- Do not allow water used for cleaning and decontamination to enter storm drains or watercourses. Collect and dispose of contaminated water in accordance with WM-10, Liquid Waste Management.
- Contain water overflow or minor water spillage and do not allow it to discharge into drainage facilities or watercourses.
- Place proper storage, cleanup, and spill reporting instructions for hazardous materials stored or used on the project site in an open, conspicuous, and accessible location.
- Keep waste storage areas clean, well organized, and equipped with ample cleanup supplies as appropriate for the materials being stored. Perimeter controls, containment structures, covers, and liners should be repaired or replaced as needed to maintain proper function.

Cleanup

- Clean up leaks and spills immediately.
- Use a rag for small spills on paved surfaces, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then the used cleanup materials are also hazardous and must be sent to either a certified laundry (rags) or disposed of as hazardous waste.
- Never hose down or bury dry material spills. Clean up as much of the material as possible and dispose of properly. See the waste management BMPs in this section for specific information.

Minor Spills

- Minor spills typically involve small quantities of oil, gasoline, paint, etc. which can be controlled by the first responder at the discovery of the spill.
- Use absorbent materials on small spills rather than hosing down or burying the spill.
- Absorbent materials should be promptly removed and disposed of properly.
- Follow the practice below for a minor spill:
  - Contain the spread of the spill.
  - Recover spilled materials.
  - Clean the contaminated area and properly dispose of contaminated materials.

Semi-Significant Spills

- Semi-significant spills still can be controlled by the first responder along with the aid of other personnel such as laborers and the foreman, etc. This response may require the cessation of all other activities.

- Spills should be cleaned up immediately:
  - Contain spread of the spill.
  - Notify the project foreman immediately.
  - If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely.
  - If the spill occurs in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil.
  - If the spill occurs during rain, cover spill with tarps or other material to prevent contaminating runoff.

Significant/Hazardous Spills

- For significant or hazardous spills that cannot be controlled by personnel in the immediate vicinity, the following steps should be taken:
  - Notify the local emergency response by dialing 911. In addition to 911, the contractor will notify the proper county officials. It is the contractor's responsibility to have all emergency phone numbers at the construction site.
  - Notify the Governor's Office of Emergency Services Warning Center, (916) 845-8911.
  - For spills of federal reportable quantities, in conformance with the requirements in 40 CFR parts 110,119, and 302, the contractor should notify the National Response Center at (800) 424-8802.
  - Notification should first be made by telephone and followed up with a written report.
  - The services of a spills contractor or a Haz-Mat team should be obtained immediately. Construction personnel should not attempt to clean up until the appropriate and qualified staffs have arrived at the job site.
  - Other agencies which may need to be consulted include, but are not limited to, the Fire Department, the Public Works Department, the Coast Guard, the Highway Patrol, the City/County Police Department, Department of Toxic Substances, California Division of Oil and Gas, Cal/OSHA, etc.

Reporting

- Report significant spills to local agencies, such as the Fire Department; they can assist in cleanup.
- Federal regulations require that any significant oil spill into a water body or onto an adjoining shoreline be reported to the National Response Center (NRC) at 800-424-8802 (24 hours).

Use the following measures related to specific activities:

Vehicle and Equipment Maintenance

- If maintenance must occur onsite, use a designated area and a secondary containment, located away from drainage courses, to prevent the runon of stormwater and the runoff of spills.
- Regularly inspect onsite vehicles and equipment for leaks and repair immediately
- Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment onsite.
- Always use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
- Place drip pans or absorbent materials under paving equipment when not in use.
- Use absorbent materials on small spills rather than hosing down or burying the spill. Remove the absorbent materials promptly and dispose of properly.
- Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around
- Oil filters disposed of in trashcans or dumpsters can leak oil and pollute stormwater. Place the oil filter in a funnel over a waste oil-recycling drum to drain excess oil before disposal. Oil filters can also be recycled. Ask the oil supplier or recycler about recycling oil filters.
- Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries even if you think all the acid has drained out. If you drop a battery, treat it as if it is cracked. Put it into the containment area until you are sure it is not leaking.

Vehicle and Equipment Fueling

- If fueling must occur onsite, use designate areas, located away from drainage courses, to prevent the runon of stormwater and the runoff of spills.
- Discourage "topping off" of fuel tanks.
- Always use secondary containment, such as a drain pan, when fueling to catch spills/ leaks.

Costs

Prevention of leaks and spills is inexpensive. Treatment and/ or disposal of contaminated soil or water can be quite expensive.

Inspection and Maintenance

- Inspect and verify that activity–based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.

- Inspect BMPs subject to non-stormwater discharge daily while non-stormwater discharges occur.
- Keep ample supplies of spill control and cleanup materials onsite, near storage, unloading, and maintenance areas.
- Update your spill prevention and control plan and stock cleanup materials as changes occur in the types of chemicals onsite.

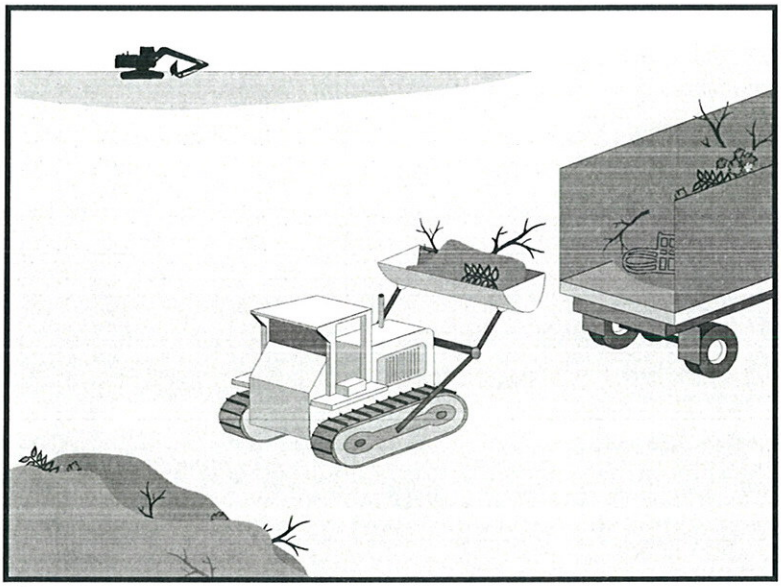
References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Solid Waste Management WM-5



Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Objective**

☒ **Secondary Objective**

Targeted Constituents

Sediment	☑
Nutrients	☑
Trash	☑
Metals	☑
Bacteria	
Oil and Grease	☑
Organics	☑

Potential Alternatives

None

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Description and Purpose

Solid waste management procedures and practices are designed to prevent or reduce the discharge of pollutants to stormwater from solid or construction waste by providing designated waste collection areas and containers, arranging for regular disposal, and training employees and subcontractors.

Suitable Applications

This BMP is suitable for construction sites where the following wastes are generated or stored:

- Solid waste generated from trees and shrubs removed during land clearing, demolition of existing structures (rubble), and building construction
- Packaging materials including wood, paper, and plastic
- Scrap or surplus building materials including scrap metals, rubber, plastic, glass pieces, and masonry products
- Domestic wastes including food containers such as beverage cans, coffee cups, paper bags, plastic wrappers, and cigarettes
- Construction wastes including brick, mortar, timber, steel and metal scraps, pipe and electrical cuttings, non-hazardous equipment parts, styrofoam and other materials used to transport and package construction materials

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- Highway planting wastes, including vegetative material, plant containers, and packaging materials

Limitations

Temporary stockpiling of certain construction wastes may not necessitate stringent drainage related controls during the non-rainy season or in desert areas with low rainfall.

Implementation

The following steps will help keep a clean site and reduce stormwater pollution:

- Select designated waste collection areas onsite.
- Inform trash-hauling contractors that you will accept only watertight dumpsters for onsite use. Inspect dumpsters for leaks and repair any dumpster that is not watertight.
- Locate containers in a covered area or in a secondary containment.
- Provide an adequate number of containers with lids or covers that can be placed over the container to keep rain out or to prevent loss of wastes when it is windy.
- Cover waste containers at the end of each work day and when it is raining.
- Plan for additional containers and more frequent pickup during the demolition phase of construction.
- Collect site trash daily, especially during rainy and windy conditions.
- Remove this solid waste promptly since erosion and sediment control devices tend to collect litter.
- Make sure that toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.
- Do not hose out dumpsters on the construction site. Leave dumpster cleaning to the trash hauling contractor.
- Arrange for regular waste collection before containers overflow.
- Clean up immediately if a container does spill.
- Make sure that construction waste is collected, removed, and disposed of only at authorized disposal areas.

Education

- Have the contractor's superintendent or representative oversee and enforce proper solid waste management procedures and practices.
- Instruct employees and subcontractors on identification of solid waste and hazardous waste.
- Educate employees and subcontractors on solid waste storage and disposal procedures.

- Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings).
- Require that employees and subcontractors follow solid waste handling and storage procedures.
- Prohibit littering by employees, subcontractors, and visitors.
- Minimize production of solid waste materials wherever possible.

Collection, Storage, and Disposal

- Littering on the project site should be prohibited.
- To prevent clogging of the storm drainage system, litter and debris removal from drainage grates, trash racks, and ditch lines should be a priority.
- Trash receptacles should be provided in the contractor's yard, field trailer areas, and at locations where workers congregate for lunch and break periods.
- Litter from work areas within the construction limits of the project site should be collected and placed in watertight dumpsters at least weekly, regardless of whether the litter was generated by the contractor, the public, or others. Collected litter and debris should not be placed in or next to drain inlets, stormwater drainage systems, or watercourses.
- Dumpsters of sufficient size and number should be provided to contain the solid waste generated by the project.
- Full dumpsters should be removed from the project site and the contents should be disposed of by the trash hauling contractor.
- Construction debris and waste should be removed from the site biweekly or more frequently as needed.
- Construction material visible to the public should be stored or stacked in an orderly manner.
- Stormwater runon should be prevented from contacting stored solid waste through the use of berms, dikes, or other temporary diversion structures or through the use of measures to elevate waste from site surfaces.
- Solid waste storage areas should be located at least 50 ft from drainage facilities and watercourses and should not be located in areas prone to flooding or ponding.
- Except during fair weather, construction and highway planting waste not stored in watertight dumpsters should be securely covered from wind and rain by covering the waste with tarps or plastic.
- Segregate potentially hazardous waste from non-hazardous construction site waste.
- Make sure that toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.

- For disposal of hazardous waste, see WM-6, Hazardous Waste Management. Have hazardous waste hauled to an appropriate disposal and/or recycling facility.
- Salvage or recycle useful vegetation debris, packaging and surplus building materials when practical. For example, trees and shrubs from land clearing can be used as a brush barrier, or converted into wood chips, then used as mulch on graded areas. Wood pallets, cardboard boxes, and construction scraps can also be recycled.

Costs

All of the above are low cost measures.

Inspection and Maintenance

- Inspect and verify that activity–based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect BMPs in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Inspect BMPs subject to non-stormwater discharge daily while non-stormwater discharges occur
- Inspect construction waste area regularly.
- Arrange for regular waste collection.

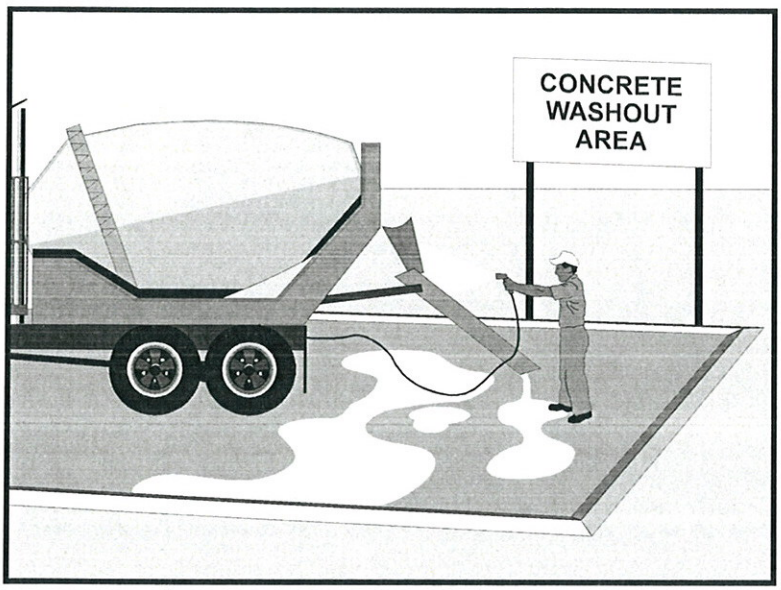
References

Processes, Procedures and Methods to Control Pollution Resulting from All Construction Activity, 430/9-73-007, USEPA, 1973.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Concrete Waste Management WM-8



Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	☒
WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents

Sediment	☑
Nutrients	
Trash	
Metals	☑
Bacteria	
Oil and Grease	
Organics	

Potential Alternatives

None

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Description and Purpose

Prevent the discharge of pollutants to stormwater from concrete waste by conducting washout onsite or offsite in a designated area, and by employee and subcontractor training.

The General Permit incorporates Numeric Action Levels (NAL) for pH (see Section 2 of this handbook to determine your project's risk level and if you are subject to these requirements).

Many types of construction materials, including mortar, concrete, stucco, cement and block and their associated wastes have basic chemical properties that can raise pH levels outside of the permitted range. Additional care should be taken when managing these materials to prevent them from coming into contact with stormwater flows and raising pH to levels outside the accepted range.

Suitable Applications

Concrete waste management procedures and practices are implemented on construction projects where:

- Concrete is used as a construction material or where concrete dust and debris result from demolition activities.
- Slurries containing portland cement concrete (PCC) are generated, such as from saw cutting, coring, grinding, grooving, and hydro-concrete demolition.
- Concrete trucks and other concrete-coated equipment are washed onsite.

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- Mortar-mixing stations exist.
- Stucco mixing and spraying.
- See also NS-8, Vehicle and Equipment Cleaning.

Limitations

- Offsite washout of concrete wastes may not always be possible.
- Multiple washouts may be needed to assure adequate capacity and to allow for evaporation.

Implementation

The following steps will help reduce stormwater pollution from concrete wastes:

- Incorporate requirements for concrete waste management into material supplier and subcontractor agreements.
- Store dry and wet materials under cover, away from drainage areas. Refer to WM-1, Material Delivery and Storage for more information.
- Avoid mixing excess amounts of concrete.
- Perform washout of concrete trucks in designated areas only, where washout will not reach stormwater.
- Do not wash out concrete trucks into storm drains, open ditches, streets, streams or onto the ground. Trucks should always be washed out into designated facilities.
- Do not allow excess concrete to be dumped onsite, except in designated areas.
- For onsite washout:
  - On larger sites, it is recommended to locate washout areas at least 50 feet from storm drains, open ditches, or water bodies. Do not allow runoff from this area by constructing a temporary pit or bermed area large enough for liquid and solid waste.
  - Washout wastes into the temporary washout where the concrete can set, be broken up, and then disposed properly.
  - Washouts shall be implemented in a manner that prevents leaching to underlying soils. Washout containers must be water tight and washouts on or in the ground must be lined with a suitable impervious liner, typically a plastic type material.
- Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile or dispose in the trash.
- See typical concrete washout installation details at the end of this fact sheet.

Education

- Educate employees, subcontractors, and suppliers on the concrete waste management techniques described herein.

- Arrange for contractor's superintendent or representative to oversee and enforce concrete waste management procedures.
- Discuss the concrete management techniques described in this BMP (such as handling of concrete waste and washout) with the ready-mix concrete supplier before any deliveries are made.

Concrete Demolition Wastes

- Stockpile concrete demolition waste in accordance with BMP WM-3, Stockpile Management.
- Dispose of or recycle hardened concrete waste in accordance with applicable federal, state or local regulations.

Concrete Slurry Wastes

- PCC and AC waste should not be allowed to enter storm drains or watercourses.
- PCC and AC waste should be collected and disposed of or placed in a temporary concrete washout facility (as described in Onsite Temporary Concrete Washout Facility, Concrete Transit Truck Washout Procedures, below).
- A foreman or construction supervisor should monitor onsite concrete working tasks, such as saw cutting, coring, grinding and grooving to ensure proper methods are implemented.
- Saw-cut concrete slurry should not be allowed to enter storm drains or watercourses. Residue from grinding operations should be picked up by means of a vacuum attachment to the grinding machine or by sweeping. Saw cutting residue should not be allowed to flow across the pavement and should not be left on the surface of the pavement. See also NS-3, Paving and Grinding Operations; and WM-10, Liquid Waste Management.
- Concrete slurry residue should be disposed in a temporary washout facility (as described in Onsite Temporary Concrete Washout Facility, Concrete Transit Truck Washout Procedures, below) and allowed to dry. Dispose of dry slurry residue in accordance with WM-5, Solid Waste Management.

Onsite Temporary Concrete Washout Facility, Transit Truck Washout Procedures

- Temporary concrete washout facilities should be located a minimum of 50 ft from storm drain inlets, open drainage facilities, and watercourses. Each facility should be located away from construction traffic or access areas to prevent disturbance or tracking.
- A sign should be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Temporary concrete washout facilities should be constructed above grade or below grade at the option of the contractor. Temporary concrete washout facilities should be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.

- Temporary washout facilities should have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
- Temporary washout facilities should be lined to prevent discharge to the underlying ground or surrounding area.
- Washout of concrete trucks should be performed in designated areas only.
- Only concrete from mixer truck chutes should be washed into concrete wash out.
- Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed of or recycled offsite.
- Once concrete wastes are washed into the designated area and allowed to harden, the concrete should be broken up, removed, and disposed of per WM-5, Solid Waste Management. Dispose of or recycle hardened concrete on a regular basis.
- Temporary Concrete Washout Facility (Type Above Grade)
  - Temporary concrete washout facility (type above grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft; however, smaller sites or jobs may only need a smaller washout facility. With any washout, always maintain a sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations.
  - Materials used to construct the washout area should conform to the provisions detailed in their respective BMPs (e.g., SE-8 Sandbag Barrier).
  - Plastic lining material should be a minimum of 10 mil in polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.
  - Alternatively, portable removable containers can be used as above grade concrete washouts. Also called a "roll-off"; this concrete washout facility should be properly sealed to prevent leakage, and should be removed from the site and replaced when the container reaches 75% capacity.
- Temporary Concrete Washout Facility (Type Below Grade)
  - Temporary concrete washout facilities (type below grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft. The quantity and volume should be sufficient to contain all liquid and concrete waste generated by washout operations.
  - Lath and flagging should be commercial type.
  - Plastic lining material should be a minimum of 10 mil polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.

- The base of a washout facility should be free of rock or debris that may damage a plastic liner.

Removal of Temporary Concrete Washout Facilities

- When temporary concrete washout facilities are no longer required for the work, the hardened concrete should be removed and properly disposed or recycled in accordance with federal, state or local regulations. Materials used to construct temporary concrete washout facilities should be removed from the site of the work and properly disposed or recycled in accordance with federal, state or local regulations..

- Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities should be backfilled and repaired.

Costs

All of the above are low cost measures. Roll-off concrete washout facilities can be more costly than other measures due to removal and replacement; however, provide a cleaner alternative to traditional washouts. The type of washout facility, size, and availability of materials will determine the cost of the washout.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.

- Temporary concrete washout facilities should be maintained to provide adequate holding capacity with a minimum freeboard of 4 in. for above grade facilities and 12 in. for below grade facilities. Maintaining temporary concrete washout facilities should include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials should be removed and properly disposed or recycled in accordance with federal, state or local regulations.

- Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.

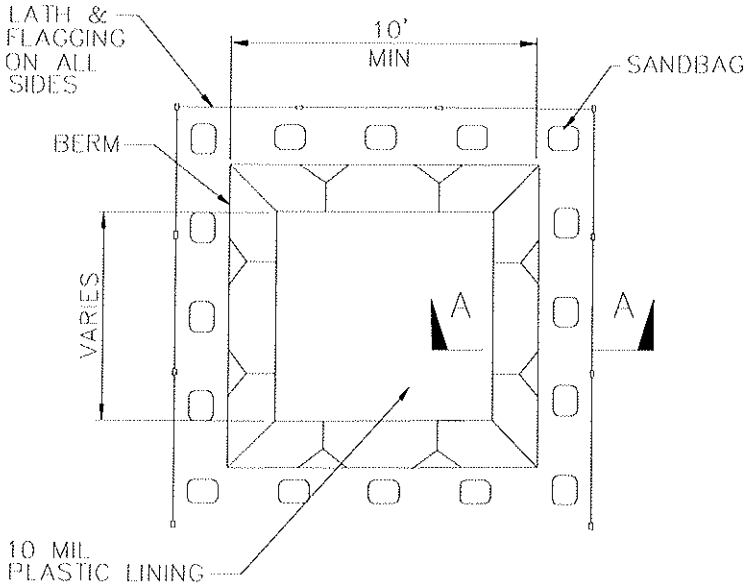
- Inspect washout facilities for damage (e.g. torn liner, evidence of leaks, signage, etc.). Repair all identified damage.

References

Blueprint for a Clean Bay: Best Management Practices to Prevent Stormwater Pollution from Construction Related Activities; Santa Clara Valley Nonpoint Source Pollution Control Program, 1995.

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000, Updated March 2003.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.



PLAN
NOT TO SCALE
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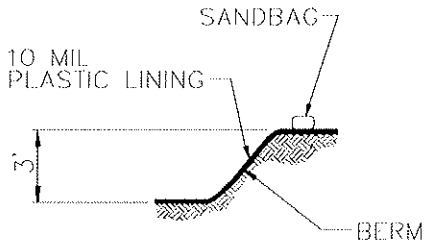
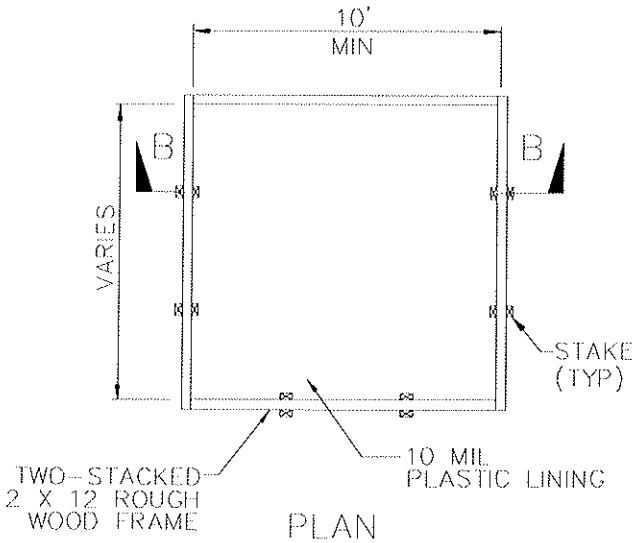
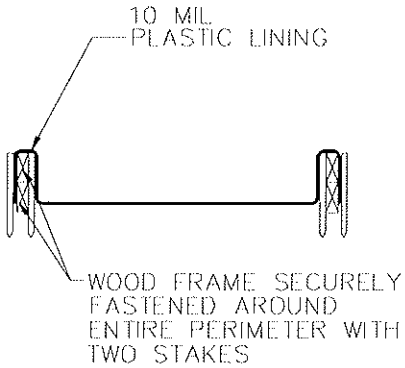


SECTION A–A
NOT TO SCALE



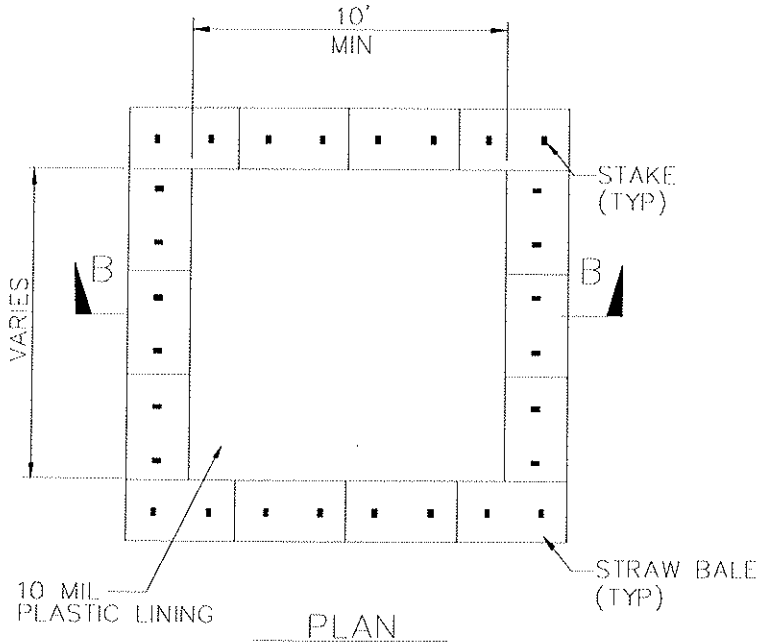
PLAN
NOT TO SCALE
TYPE "ABOVE GRADE"



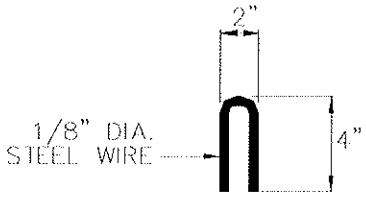
SECTION B–B
NOT TO SCALE

NOTES

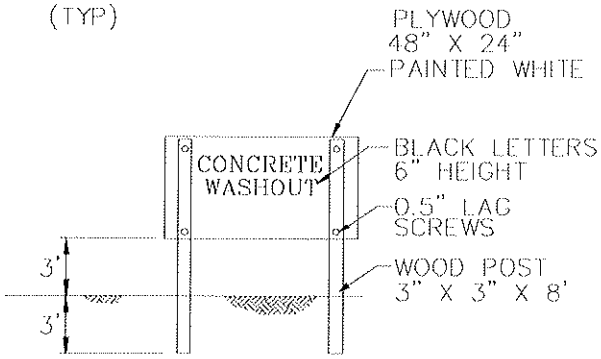
1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.



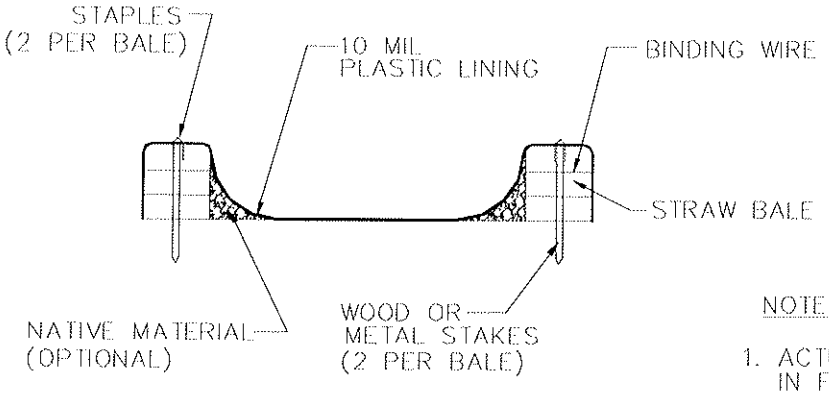
PLAN
NOT TO SCALE
TYPE "ABOVE GRADE"
WITH STRAW BALES



STAPLE DETAIL



CONCRETE WASHOUT
SIGN DETAIL
(OR EQUIVALENT)

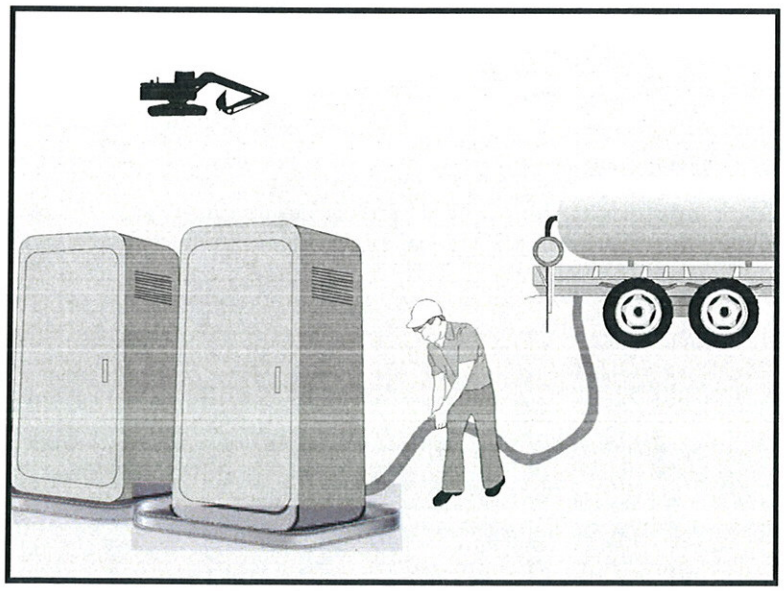


SECTION B–B
NOT TO SCALE

NOTES

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

Sanitary/Septic Waste Management WM-9



Categories

EC	Erosion Control	
SE	Sediment Control	
TC	Tracking Control	
WE	Wind Erosion Control	
NS	Non-Stormwater Management Control	
WM	Waste Management and Materials Pollution Control	☑

Legend:

☑ **Primary Category**

☒ **Secondary Category**

Targeted Constituents

Sediment	
Nutrients	☑
Trash	☑
Metals	
Bacteria	☑
Oil and Grease	
Organics	☑

Potential Alternatives

None

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Description and Purpose

Proper sanitary and septic waste management prevent the discharge of pollutants to stormwater from sanitary and septic waste by providing convenient, well-maintained facilities, and arranging for regular service and disposal.

Suitable Applications

Sanitary septic waste management practices are suitable for use at all construction sites that use temporary or portable sanitary and septic waste systems.

Limitations

None identified.

Implementation

Sanitary or septic wastes should be treated or disposed of in accordance with state and local requirements. In many cases, one contract with a local facility supplier will be all that it takes to make sure sanitary wastes are properly disposed.

Storage and Disposal Procedures

- Temporary sanitary facilities should be located away from drainage facilities, watercourses, and from traffic circulation. If site conditions allow, place portable facilities a minimum of 50 feet from drainage conveyances and traffic areas. When subjected to high winds or risk of high winds, temporary sanitary facilities should be secured to prevent overturning.

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- Temporary sanitary facilities must be equipped with containment to prevent discharge of pollutants to the stormwater drainage system of the receiving water.
- Consider safety as well as environmental implications before placing temporary sanitary facilities.
- Wastewater should not be discharged or buried within the project site.
- Sanitary and septic systems that discharge directly into sanitary sewer systems, where permissible, should comply with the local health agency, city, county, and sewer district requirements.
- Only reputable, licensed sanitary and septic waste haulers should be used.
- Sanitary facilities should be located in a convenient location.
- Temporary septic systems should treat wastes to appropriate levels before discharging.
- If using an onsite disposal system (OSDS), such as a septic system, local health agency requirements must be followed.
- Temporary sanitary facilities that discharge to the sanitary sewer system should be properly connected to avoid illicit discharges.
- Sanitary and septic facilities should be maintained in good working order by a licensed service.
- Regular waste collection by a licensed hauler should be arranged before facilities overflow.
- If a spill does occur from a temporary sanitary facility, follow federal, state and local regulations for containment and clean-up.

Education

- Educate employees, subcontractors, and suppliers on sanitary and septic waste storage and disposal procedures.
- Educate employees, subcontractors, and suppliers of potential dangers to humans and the environment from sanitary and septic wastes.
- Instruct employees, subcontractors, and suppliers in identification of sanitary and septic waste.
- Hold regular meetings to discuss and reinforce the use of sanitary facilities (incorporate into regular safety meetings).
- Establish a continuing education program to indoctrinate new employees.

Costs

All of the above are low cost measures.

Inspection and Maintenance

- BMPs must be inspected in accordance with General Permit requirements for the associated project type and risk level. It is recommended that at a minimum, BMPs be inspected weekly, prior to forecasted rain events, daily during extended rain events, and after the conclusion of rain events.
- Arrange for regular waste collection.
- If high winds are expected, portable sanitary facilities must be secured with spikes or weighed down to prevent over turning.
- If spills or leaks from sanitary or septic facilities occur that are not contained and discharge from the site, non-visible sampling of site discharge may be required. Refer to the General Permit or to your project specific Construction Site Monitoring Plan to determine if and where sampling is required.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), March 2003.

Stormwater Management for Construction Activities; Developing Pollution Prevention Plans and Best Management Practice, EPA 832-R-92005; USEPA, April 1992.

Appendix I: BMP Inspection Form

BMP INSPECTION REPORT

Date and Time of Inspection:			Date Report Written:	
Inspection Type: (Circle one)	Daily *Complete Parts I,II,III and VII*	Pre-Storm *Complete Parts I,II,III,IV and VII*	During Rain Event *Complete Parts I, II, III, V, and VII*	Post-Storm *Complete Parts I,II,III,VI and VII*

Part I. General Information

Site Information

Construction Site Name:			
Construction stage and completed activities:			Approximate area of site that is exposed:
Photos Taken: (Circle one)	Yes	No	Photo Reference IDs:

Weather

Estimate storm beginning: (date and time)	Estimate storm duration: (hours)
Estimate time since last storm: (days or hours)	Rain gauge reading and location: (in)

Is a "Qualifying Event" predicted or did one occur (i.e., 0.5" rain with 48-hrs or greater between events)? (Y/N)
If yes, summarize forecast:

Exemption Documentation (explanation required if inspection could not be conducted). Visual inspections are not required outside of business hours or during dangerous weather conditions such as flooding or electrical storms.

Inspector Information

Inspector Name:	Inspector Title:
Signature:	Date:

Part II. BMP Observations. Describe deficiencies in Part III.

Minimum BMPs for Risk Level _____ Sites	Failures or other short comings (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Construction Materials			
Inventory of products (excluding materials designed to be outdoors)			
Stockpiled construction materials not actively in use are covered and bermed			
All chemicals are stored in watertight containers with appropriate secondary containment, or in a completely enclosed storage shed			
Construction materials are minimally exposed to precipitation			
BMPs preventing the off-site tracking of materials are implemented and properly effective			
Good Housekeeping for Waste Management			
Wash/rinse water and materials are prevented from being disposed into the storm drain system			
Portable toilets are contained to prevent discharges of waste			
Sanitation facilities are clean and with no apparent for leaks and spills			
Equipment is in place to cover waste disposal containers at the end of business day and during rain events			
Discharges from waste disposal containers are prevented from discharging to the storm drain system / receiving water			
Stockpiled waste material is securely protected from wind and rain if not actively in use			
Procedures are in place for addressing hazardous and non-hazardous spills			
Appropriate spill response personnel are assigned and trained			
Equipment and materials for cleanup of spills is available onsite			
Washout areas (e.g., concrete) are contained appropriately to prevent discharge or infiltration into the underlying soil			
Good Housekeeping for Vehicle Storage and Maintenance			
Measures are in place to prevent oil, grease, or fuel from leaking into the ground, storm drains, or surface waters			
All equipment or vehicles are fueled, maintained, and stored in a designated area with appropriate BMPs			
Vehicle and equipment leaks are cleaned immediately and disposed of properly			

Part II. BMP Observations Continued. Describe deficiencies in Part III.			
Minimum BMPs for Risk Level _____ Sites	Adequately designed, implemented and effective (yes, no, N/A)	Action Required (yes/no)	Action Implemented (Date)
Good Housekeeping for Landscape Materials			
Stockpiled landscape materials such as mulches and topsoil are contained and covered when not actively in use			
Erodible landscape material has not been applied 2 days before a forecasted rain event or during an event			
Erodible landscape materials are applied at quantities and rates in accordance with manufacturer recommendations			
Bagged erodible landscape materials are stored on pallets and covered			
Good Housekeeping for Air Deposition of Site Materials			
Good housekeeping measures are implemented onsite to control the air deposition of site materials and from site operations			
Non-Stormwater Management			
Non-Stormwater discharges are properly controlled			
Vehicles are washed in a manner to prevent non-stormwater discharges to surface waters or drainage systems			
Streets are cleaned in a manner to prevent unauthorized non-stormwater discharges to surface waters or drainage systems.			
Erosion Controls			
Wind erosion controls are effectively implemented			
Effective soil cover is provided for disturbed areas inactive (i.e., not scheduled to be disturbed for 14 days) as well as finished slopes, open space, utility backfill, and completed lots			
The use of plastic materials is limited in cases when a more sustainable, environmentally friendly alternative exists.			
Sediment Controls			
Perimeter controls are established and effective at controlling erosion and sediment discharges from the site			
Entrances and exits are stabilized to control erosion and sediment discharges from the site			
Sediment basins are properly maintained			
Linear sediment control along toe of slope, face of slope an at grade breaks			
Limit construction activity to and from site to entrances and exits that employ effective controls to prevent offsite tracking			
Ensure all storm, drain inlets and perimeter controls, runoff control BMPs and pollutants controls at entrances and exits are maintained and protected from activities the reduce their effectiveness			

Inspect all immediate access roads daily			
Run-On and Run-Off Controls			
Run-on to the site is effectively managed and directed away from all disturbed areas.			
Other			
Are the project SWPPP and BMP plan up to date, available on-site and being properly implemented?			

Part III. Descriptions of BMP Deficiencies

Deficiency	Repairs Implemented: Note - Repairs must begin within 72 hours of identification and, complete repairs as soon as possible.	
	Start Date	**Action**
1.		
2.		
3.		
4.		

Part IV. Additional Pre-Storm Observations. Note the presence or absence of floating and suspended materials, sheen, discoloration, turbidity, odors, and source(s) of pollutants(s).

	Yes, No, N/A
Do stormwater storage and containment areas have adequate freeboard? If no, complete Part III.	
Are drainage areas free of spills, leaks, or uncontrolled pollutant sources? If no, complete Part VII and describe below.	
Notes:	
Are stormwater storage and containment areas free of leaks? If no, complete Parts III and/or VII and describe below.	
Notes:	

Part V. Additional During Storm Observations. **If BMPs cannot be inspected during inclement weather, list the results of visual inspections at all relevant outfalls, discharge points, and downstream locations. Note odors or visible sheen on the surface of discharges. Complete Part VII (Corrective Actions) as needed.**	
Outfall, Discharge Point, or Other Downstream Location	
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description
Location	Description

Part VI. Additional Post-Storm Observations. **Visually observe (inspect) stormwater discharges at all discharge locations within two business days (48 hours) after each qualifying rain event, and observe (inspect) the discharge of stored or contained stormwater that is derived from and discharged subsequent to a qualifying rain event producing precipitation of ½ inch or more at the time of discharge. Complete Part VII (Corrective Actions) as needed.**	
Discharge Location, Storage or Containment Area	**Visual Observation**

Part VII. Additional Corrective Actions Required. **Identify additional corrective actions not included with BMP Deficiencies (Part III) above. Note if SWPPP change is required.**	
Required Actions	**Implementation Date**

Appendix J: Project Specific Rain Event Action Plan Template

Rain Event Action Plan (REAP)

Date of REAP		**WDID Number:**	
Date Rain Predicted to Occur:		**Predicted % chance of rain:**	

Predicted Rain Event Triggered Actions

Below is a list of suggested actions and items to review for this project. Each active Trade should check all material storage areas, stockpiles, waste management areas, vehicle and equipment storage and maintenance, areas of active soil disturbance, and areas of active work to ensure the proper implementation of BMPs. Project-wide BMPs should be checked and cross-referenced to the BMP progress map.

Trade or Activity	Suggested action(s) to perform / item(s) to review prior to rain event
❑ Information & Scheduling	❑ Inform trade supervisors of predicted rain ❑ Check scheduled activities and reschedule as needed ❑ Alert erosion/sediment control provider ❑ Alert sample collection contractor (if applicable) ❑ Schedule staff for extended rain inspections ❑ Check Erosion and Sediment Control (ESC) material stock ❑ Review BMP progress map ❑ Other:_____ ❑ _____ ❑ _____
❑ Material storage areas	❑ Material under cover or in sheds (ex: treated woods and metals) ❑ Perimeter control around stockpiles ❑ Other:_____ ❑ _____ ❑ _____
❑ Waste management areas	❑ Dumpsters closed ❑ Drain holes plugged ❑ Recycling bins covered ❑ Sanitary stations bermed and protected from tipping ❑ Other:_____ ❑ _____ ❑ _____
❑ Trade operations	❑ Exterior operations shut down for event (e.g., no concrete pours or paving) ❑ Soil treatments (e.g., fertilizer) ceased within 24 hours of event ❑ Materials and equipment (e.g., tools) properly stored and covered ❑ Waste and debris disposed in covered dumpsters or removed from site ❑ Trenches and excavations protected ❑ Perimeter controls around disturbed areas ❑ Fueling and repair areas covered and bermed ❑ Other:_____ ❑ _____ ❑ _____
❑ Site ESC BMPs	❑ Adequate capacity in sediment basins and traps ❑ Site perimeter controls in place ❑ Catch basin and drop inlet protection in place and cleaned ❑ Temporary erosion controls deployed ❑ Temporary perimeter controls deployed around disturbed areas and stockpiles ❑ Roads swept; site ingress and egress points stabilized ❑ Other:_____ ❑ _____ ❑ _____
❑ Concrete rinse out area	❑ Adequate capacity for rain ❑ Wash-out bins covered ❑ Other:_____ ❑ _____ ❑ _____
❑ Spill and drips	❑ All incident spills and drips, including paint, stucco, fuel, and oil cleaned ❑ Drip pans emptied ❑ Other:_____ ❑ _____ ❑ _____

Continued on next page.

❑ Other / Discussion / Diagrams	❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____

Attach a printout of the weather forecast from the NOAA website to the REAP.

I certify under penalty of law that this Rain Event Action Plan (REAP) will be performed in accordance with the General Permit by me or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____Date: _____

Qualified SWPPP Practitioner (Use ink please)

Appendix K: Training Reporting Form

Trained Contractor Personnel Log

Stormwater Management Training Log and Documentation

Project Name: _____
WDID #: _____

Stormwater Management Topic: (check as appropriate)

☐ Erosion Control
☐ Sediment Control
☐ Wind Erosion Control
☐ Tracking Control
☐ Non-Stormwater Management
☐ Waste Management and Materials Pollution Control
☐ Stormwater Sampling

Specific Training Objective: _____

Location: _____ Date: _____

Instructor:_____ Telephone: _____

Course Length (hours): _____

Attendee Roster (Attach additional forms if necessary)

Name	Company	Phone

As needed, add proof of external training (e.g., course completion certificates, credentials for QSP, QSD).

Appendix L: Responsible Parties

OPTIONAL

Authorization of Approved Signatories

Project Name: _____

WDID #: _____

Name of Personnel	Project Role	Company	Signature	Date

_____ _____

LRP's Signature Date

_____ _____

LRP Name and Title Telephone Number

Identification of QSP

Project Name: _____

WDID #: _____

The following are QSPs associated with this project

Name of Personnel(1)	Company	Date

(1) If additional QSPs are required on the job site add additional lines and include information here

Authorization of Data Submitters

Project Name: _____

WDID #: _____

Name of Personnel	Project Role	Company	Signature	Date

_____ _____

Approved Signatory's Signature Date

_____ _____

Approved Signatory Telephone Number

Name and Title

Appendix M:Contractors and Subcontractors

List of contractors and subcontractors will be included by amendment after award of the contract, but prior to the start of construction.

Appendix N: Construction General Permit

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

2501 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150
(530) 542-5400 • Fax (530) 544-2271
http://www.waterboards.ca.gov/lahontan

ORDER NO. R6T-2016-0010
NPDES NO. CAG616002

GENERAL WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY IN THE LAKE TAHOE HYDROLOGIC UNIT, COUNTIES OF ALPINE, EL DORADO, AND PLACER

The following Dischargers are subject to waste discharge requirements as set forth in this General Permit (as authorized by the Notice of Applicability):

Table 1. Discharger Information

Dischargers	Individuals, public agencies, private businesses, and other legal entities performing construction activities within the Lake Tahoe Hydrologic Unit that result in land disturbances of one acre or greater, or less than one acre if part of a larger common plan of development, or as otherwise defined in section II.D.1. of this General Permit.

Table 2. Administrative Information

This Order was adopted by the Regional Water Quality Control Board on:	**March 10, 2016**
This Order shall become effective on:	**January 1, 2017**
This NPDES Permit shall expire on:	**December 31, 2021**

I, Patty Z. Kouyoumdjian, Executive Officer, do hereby certify that this General Permit with all attachments is a full, true, and correct copy of an General Permit adopted by the California Regional Water Quality Control Board, Lahontan Region, on **March 10, 2016.**

_____
PATTY Z. KOUYOUMDJIAN
EXECUTIVE OFFICER

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LIST OF ATTACHMENTS

Attachment A -	List of Acronyms
Attachment B -	Glossary
Attachment C -	Construction Site Monitoring and Reporting Program
Attachment C-1 -	Bioassessment Requirements
Attachment D -	Standard Provisions
Attachment E -	ATS Requirements
Attachment F –	SEZ/Floodplain Waste Discharge Prohibitions and Exemptions
Attachment G -	Water Quality Objectives for Certain Water Bodies
Attachment H -	SWPPP Checklist
Attachment I -	Fact Sheet

I. FINDINGS

The California Regional Water Quality Control Board, Lahontan Region (Lahontan Water Board) finds:

A. Background. In 1972, the Clean Water Act (CWA) was amended to provide that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The 1987 amendments to the CWA added section 402(p), which establishes a framework for regulating municipal and industrial storm water discharges under the NPDES Program. On November 16, 1990, the United States Environmental Protection Agency (USEPA) published final regulations that established storm water permit application requirements for specified categories of industries. The regulations provide that discharges of storm water to waters of the United States from construction projects that encompass five or more acres of soil disturbance are effectively prohibited unless the discharge is in compliance with an NPDES Permit. Regulations (Phase II Rule) that became final on December 8, 1999, lowered the permitting threshold from five acres to one acre.

While federal regulations allow two permitting options for storm water discharges (Individual Permits and General Permits), the Lahontan Water Board has elected to adopt this General Permit that will apply to most storm water discharges associated with construction activity within the Lake Tahoe Hydrologic Unit.

On April 14, 2011, the Lahontan Water Board reissued the *General Permit for Discharges of Storm Water Runoff Associated with Construction Activity Involving Land Disturbance in the Lake Tahoe Hydrologic Unit* (Board Order No. R6T-2011-0019). That General Permit must be reissued to provide continuous coverage for current enrollees. Dischargers of storm water runoff and authorized non-storm water to surface waters in the Lake Tahoe Hydrologic Unit must obtain authorization under this reissued General Permit for construction-related discharges to waters of the United States. To obtain authorization for continued and new-project discharges to waters of the United States, Dischargers must provide a complete application as described in section II of this General Permit.

B. Discharge Description. This General Permit regulates discharges of pollutants in storm water associated with construction activity (storm water discharges) to waters of the United States within the Lake Tahoe Hydrologic Unit from construction sites that disturb one or more acres of land surface, or that are part of a common plan of development or sale that disturbs one or more acres of land surface. Construction activity includes demolition that disturbs the land, clearing, grading, excavation, and other land disturbance activities. Waters as used in this General Permit are defined in section 122.2(a) of title 40 of the Code of Federal Regulations (CFR), and include, but are not limited to, wetlands, rivers and streams, either perennial or ephemeral, which flow in natural or artificial watercourses, lakes and impoundments of waters otherwise defined as waters of the US within the State of

California. Discharges of non-storm water to waters may be necessary for the completion of certain construction projects. Such discharges include those listed in Table 4.1-1 of Attachment F. These discharges are conditionally covered under this General Permit. In some cases, construction activities are coordinated with dredged or fill material discharges regulated separately under CWA sections 401 and 404; these may involve stream diversions on or across a project site, cofferdams and sumps for collecting turbid waters.

C. Legal Authorities. This General Permit is issued pursuant to section 402 of the CWA and implementing regulations adopted by the USEPA and chapter 5.5, division 7 of the California Water Code (commencing with section 13370). These waste discharge requirements (WDRs) adopted pursuant to article 4, chapter 4, division 7 of the Water Code (commencing with section 13260) shall serve as a NPDES permit for point source discharges of storm water from construction sites disturbing land equal to or in excess of one acre.

Section 122.28 of title 40 of the *Code of Federal Regulations* (40 CFR 122.28) authorizes USEPA and approved states to issue general permits to regulate a point source category if the sources:

1. Involve the same or substantially similar types of operations;
2. Discharge the same type of waste;
3. Require the same type of effluent limitations or operating conditions;
4. Require similar monitoring; and
5. Are more appropriately regulated under a general permit rather than individual permits.

On September 22, 1989, USEPA granted the State of California, through the State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards, the authority to issue general NPDES permits pursuant to 40 CFR parts 122 and 123. This General Permit meets the criteria 1 through 5 listed above. Regulating many storm water discharges under one permit will greatly reduce the administrative burden associated with permitting individual storm water discharges.

D. Background and Rationale for Requirements. The Lahontan Water Board developed the requirements in this General Permit based on readily available information for similar construction-associated discharges, the State-wide General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ) and the requirements contained in Order No. R6T-2011-0019. In addition, requirements of this General Permit are consistent with Effluent Limitations Guidelines (ELG) and New Source Performance Standards (NSPS) for the Construction and Development point source category. The Fact Sheet, Attachment I, which contains background information and rationale for General Permit requirements, is hereby incorporated into this General Permit and constitutes part of the Findings for this General Permit. Attachments A through H are also incorporated into this General Permit.

E. California Environmental Quality Act (CEQA). This action to adopt a general NPDES permit is exempt from the provisions of chapter 3 of the California Environmental Quality Act (CEQA) (Public Resources Code sections 21100, et seq.), pursuant to section 13389 of the Water Code.

F. Technology-based Effluent Limitations. Section 301(b) of the CWA and implementing USEPA permit regulations at section 122.44, title 40 of the Code of Federal Regulations (40 CFR 122.44), require that permits include conditions meeting applicable technology-based requirements at a minimum, and any more stringent effluent limitations necessary to meet applicable water quality standards.

G. Effluent Limitations Guidelines and Standards for the Construction and Development Point Source Category. The USEPA published a final rule with revised regulations establishing CWA technology-based effluent limitations guidelines (ELGs) and New Source Performance Standards (NSPS) for the Construction and Development (C&D) point source category; the final C&D rule became effective on May 4, 2015. 40 CFR part 450 establishes technology-based effluent limitations based on best practicable technology (BPT), best available technology (BAT), best conventional pollutant control technology (BCT), and NSPS reflecting the best available demonstrated control technology. For each of BPT, BAT, BCT, and NSPS, the ELGs establish requirements for erosion and sediment controls, soil stabilization, dewatering activities, pollution prevention measures, prohibited discharges, and outlet requirements. Additionally, a BAT numeric effluent limitation for turbidity of 280 NTUs (as a daily maximum value) was set for sites that disturb 10 acres or more of land at one time unless storm water discharges occur as a result of a storm event in that at same day that is larger than the local 2-year, 24-hour storm.

H. Water Quality-Based Effluent Limitations. Section 301(b) of the CWA and section 122.44(d) require that permits include limitations more stringent than applicable federal technology-based requirements where necessary to achieve applicable water quality standards. WQBELs have been scientifically derived to implement water quality objectives that protect beneficial uses. Both the beneficial uses and the water quality objectives have been approved pursuant to federal law and are the applicable federal water quality standards. Water Code section 13263 requires that waste discharge requirements "*implement any relevant water quality control plans that have been adopted and take into consideration the beneficial uses to be protected, the water quality objectives reasonably required for that purpose, other waste discharges, the need to prevent nuisance and the provisions of section 13241*." These requirements, however, only apply to those portions of the permit that exceed the requirements of the federal CWA, and not to those requirements that are necessary to meet the technology-based effluent limitations or the WQBELs necessary to protect water quality objectives for surface waters set out in the Basin Plan. (*City of Burbank v. State Water Resources Control Board*, 35 Cal. 4th 613, 627.)"

Section 122.44(d)(1)(i) mandates that permits include effluent limitations for all pollutants that are or may be discharged at levels that have the reasonable potential to cause or contribute to an exceedance of a water quality standard, including numeric and narrative objectives within a standard. Where reasonable potential has been established for a pollutant, but there is no numeric criterion or objective for the pollutant, water quality-based effluent limitations (WQBELs) must be established using: (1) USEPA criteria guidance under CWA section 304(a), supplemented where necessary by other relevant information; (2) an indicator parameter for the pollutant of concern; or (3) a calculated numeric water quality criterion, such as a proposed state criterion or policy interpreting the state's narrative criterion, supplemented with other relevant information, as provided in section 122.44(d)(1)(vi). This General Permit does not require effluent limitations more stringent than that required by federal law as it includes effluent limitations for discharges that are specified in the *Water Quality Control Plan for the Lahontan Region* (Basin Plan) and carried forward from the prior permit.

I. Storm Water Benchmark Performance Levels. This General Permit also contains concentration-based, pollutant-specific benchmark values for pH in effluent. The benchmarks and related monitoring and reporting requirements contained in this General Permit are consistent with the Basin Plan. The purpose of the benchmarks is to provide a measure of whether a facility's BMPs are meeting performance levels protective of water quality and beneficial uses. This General Permit requires Dischargers to take actions to evaluate excursions from objectives, improve BMP performance if needed when benchmarks are exceeded, and to conduct monitoring and documentation of such actions.

J. Compliance with Effluent Limitations. For purposes of this General Permit, effluent discharges off project boundaries constitute a discharge to surface waters or tributaries to surface waters. This finding is based on the high degree of surface water connectivity in the Lake Tahoe watershed. Therefore, compliance with effluent limitations is required at specified runoff control points where effluent is discharged off project boundaries or to surface waters, including municipal separate storm sewer systems (MS4s). Effluent limits for the discharge to surface waters or MS4s may not apply if the Discharger can document that effluent leaving the project boundaries does not reach surface waters or MS4s.

K. Water Quality Control Plans. The Lahontan Water Board adopted a Basin Plan, which became effective on March 31, 1995 and has been subsequently amended. The Basin Plan designates beneficial uses, establishes water quality objectives (WQOs), and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Lake Tahoe is a water of the state and a traditionally-navigable water of the United States. Designated beneficial uses of surface waters within the Lake Tahoe Hydrologic Unit include municipal and domestic supply (MUN); agricultural supply (AGR); groundwater recharge (GWR); freshwater replenishment (FRSH); water contact recreation (REC-1); non-contact water recreation (REC-2); cold freshwater habitat (COLD); cold

spawning, reproduction, and development (SPWN); commercial and sport fishing (COMM); wildlife habitat (WILD); water quality enhancement (WQE); and flood peak attenuation/flood water storage (FLD). Waters at some locations may also be designated for navigation (NAV); preservation of biological habitats of special significance (BIOL); rare, threatened, or endangered species (RARE); and migration of aquatic organisms (MIGR). Table 5.1-1 in the Basin Plan may be consulted for the beneficial use designations for any specific surface water body.

In addition, the Basin Plan implements State Water Board Resolution No. 88-63, which established state policy that all waters, with certain exceptions, should be considered suitable or potentially suitable for MUN. Requirements of this General Permit implement the Basin Plan.

L. Alaska Rule. On March 30, 2000, USEPA revised its regulation that specifies when new and revised state and tribal water quality standards (WQS) become effective for CWA purposes. (40 CFR 131.21; 65 Fed. Reg. 24641 (April 27, 2000).) Under the revised regulation (also known as the Alaska Rule), new and revised standards submitted to USEPA after May 30, 2000, must be approved by USEPA before being used for CWA purposes. The final rule also provides that standards already in effect and submitted to USEPA by May 30, 2000 may be used for CWA purposes, whether or not approved by USEPA.

M. Stringency of Requirements for Individual Pollutants. This General Permit contains both technology-based effluent limitations and WQBELs for individual pollutants. The technology-based effluent limitations consist of restrictions on turbidity, pH, nitrogen (total), phosphorus (total), iron (total), and grease and oil. In addition, the provisions of this General Permit require the implementation of Best Available Technologies/Best Control Technologies (BAT/BCT) and Best Management Practices (BMPs) to control and abate the discharge of pollutants in storm water discharges, and achieve the numerical and narrative standards of this General Permit and those contained in the Basin Plan[1]. This General Permit's technology-based pollutant restrictions implement the minimum, applicable federal technology-based requirements.

N. Antidegradation Policy. 40 CFR 131.12 requires that the state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution No. 68-16. Resolution No. 68-16 incorporates the federal antidegradation policy where the federal policy applies under federal law. Lake Tahoe is an Outstanding National Resource Water under the federal policy and afforded the highest protections, such that no permanent or long-term reduction in water quality is allowed. Resolution No. 68-16 requires that existing quality of waters be maintained unless degradation is justified based on specific findings. The

[1] New Source Performance Standards equals the implementation of BAT

Lahontan Water Board's Basin Plan implements, and incorporates by reference, both the state and federal antidegradation policies. Discharges in compliance with this General Permit will not result in water quality less than that prescribed in policies and standards, and are therefore consistent with those policies and standards.

O. Anti-Backsliding Requirements. Sections 402(0)(2) and 303(d)(4) of the CWA and federal regulations at title 40, CFR section 122.44(1) prohibit backsliding in NPDES permits. These anti-backsliding provisions require effluent limitations in a reissued permit to be as stringent as those in the previous permit, with some exceptions where limitations may be relaxed. All effluent limitations in this General Permit are at least as stringent as the effluent limitations in Order No. R6T-2011-0019. Therefore, this General Permit is in compliance with the anti-backsliding provisions of 40 CFR 122.44.

P. Endangered Species Act. This General Permit does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code sections 2050 to 2097) or the Federal Endangered Species Act (16 U.S.C.A. sections 1531 to 1544). This General Permit requires compliance with effluent limits, receiving water limits, and other requirements to protect the beneficial uses of waters of the state. The Discharger is responsible for meeting all requirements of the applicable Endangered Species Act.

Q. Monitoring and Reporting. 40 CFR 122.48 requires that all NPDES permits specify requirements for recording and reporting monitoring results. Water Code sections 13267 and 13383 authorize the Lahontan Water Board to require technical and monitoring reports. The Construction Site Monitoring and Reporting Program (CSMRP) establishes monitoring and reporting requirements to implement federal and state requirements and is provided in Attachment C.

R. Standard and Special Provisions. Standard Provisions, which apply to all NPDES permits in accordance with 40 CFR 122.41, and additional conditions applicable to specified categories of permits in accordance with 40 CFR 122.42, are provided in Attachment D. The Discharger must comply with all standard provisions and with those additional conditions that are applicable under 40 CFR 122.42. The Lahontan Water Board has also included in this General Permit special provisions applicable to authorized Dischargers. A rationale for the special provisions contained in this General Permit is provided in the attached Fact Sheet.

S. Notification of Interested Parties. The Lahontan Water Board has notified the Dischargers and interested agencies and persons of its intent to prescribe WDRs for the discharge and has given them an opportunity to provide their written comments and recommendations. Details of notification are provided in the Fact Sheet of this General Permit.

T. Consideration of Public Comment. The Lahontan Water Board, in a public meeting, provided an opportunity for a public hearing, and considered all comments

pertaining to the discharge. Details are provided in the Fact Sheet of this General Permit.

IT IS HEREBY ORDERED that all Dischargers indicating their intention to be regulated under the provisions of this General Permit, and all heirs, successors, or assigns, in order to meet the provisions contained in division 7 of the Water Code and regulations adopted thereunder, and the provisions of the CWA and regulations and guidelines adopted thereunder, shall comply with the following:

II. CONDITIONS FOR PERMIT COVERAGE AND NOTIFICATION REQUIREMENTS

A. Legally Responsible Person (LRP)

To obtain authorization for discharges under this General Permit, the project must meet the eligibility requirements specified in section II.D of this General Permit, and the legally responsible person (LRP) or LRP's Approved Signatory (see definition in Attachment B – Glossary) must certify and file Permit Registration Documents (PRDs). Applicants must provide PRDs, an appropriate filing fee, and any additional information, as specified in section II.D.4 as application for issuance of NPDES permit requirements. PRDs must be provided electronically through the State Water Resources Control Board's (State Water Board's) Storm Water Multi-Application and Report Tracking System (SMARTS) at: https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp.

B. Permit Effective Date

This General Permit is effective on January 1, 2017.

1. **Dischargers Obtaining Coverage On or After January 1, 2017**: All Dischargers seeking coverage under this General Permit on or after January 1, 2017, shall file the required PRDs and filing fee and, prior to commencing land-disturbing activities, must receive a notice through SMARTS indicating the date that coverage begins under the General Permit and the Waste Discharge Identification (WDID) number issued for the project.

2. **Dischargers Previously Covered Under Order No. R6T-2011-0019:** Dischargers previously subject to Order No. R6T-2011-0019 must comply with Order No. R6T-2011-0019 until the Discharger re-enrolls and receives coverage under this General Permit, a Notice of Termination (NOT) for the project is filed and processed, or January 1, 2017, whichever occurs first. On and after January 1, 2017, all coverage under Order No. R6T-2011-0019 is terminated. Previously enrolled Dischargers failing to file PRDs or other information required to complete an application to renew coverage under this General Permit will lose permit coverage on January 1, 2017, and may be subject to enforcement remedies and liability for construction-related discharges without an NPDES permit.

C. General Permit Coverage

1. Dischargers shall be subject to the requirements of and covered by this General Permit only after a WDID number has been issued through SMARTS. In order to demonstrate compliance with coverage requirements for this General Permit, Dischargers must be able to present documentation of a valid WDID number upon request.

2. All Dischargers must implement their Storm Water Pollution Prevention Plan (SWPPP), including their Construction Site Monitoring and Reporting Program (CSMRP) prior to commencement of construction.

3. This General Permit does not pre-empt or supersede the authority of other agencies to prohibit, restrict, or control storm water discharges to MS4s or other watercourses within their jurisdictions.

4. This General Permit does not authorize discharges of fill or dredged material regulated by the US Army Corps of Engineers under section 404 of the CWA and does not constitute water quality certification under section 401 of the CWA.

5. This General Permit does not authorize land-disturbing activities in 100-year floodplains or stream environment zones (SEZ) unless an exemption to applicable waste discharge prohibitions is granted in writing.

6. Lahontan Water Board staff is authorized to issue a single WDID number to a Discharger proposing multiple discharges at multiple locations within the Lake Tahoe Hydrologic Unit, provided that the nature of the discharges and the locations are reported and included in the application information provided with the PRDs for this General Permit.

D. Eligibility Criteria

1. Discharges covered by this General Permit are limited to storm water and authorized non-storm water discharges to surface waters and to land that are associated with construction activities in the Lake Tahoe Hydrologic Unit (Department of Water Resources Hydrologic Unit No. 634.00) as described in any one of the categories listed below:

    a. Construction activity including clearing, grading and excavation activities, except operations that result in land disturbance of less than one acre of total land area, and which are not part of a larger common plan of development or sale.

    b. Construction activity that results in land disturbance of less than one acre if the construction activity is part of a larger common plan of development or sale that disturbs one or more acres.

c. Construction activity that results in land disturbance of one or more acres related to residential, commercial, or industrial development on lands currently used for agriculture or silviculture including, but not limited to, the construction of roads and buildings related to agriculture or silviculture that are considered industrial pursuant to USEPA regulations, such as dairy barns or food processing facilities.

d. Construction activity that results in land disturbance of one or more acres associated with linear underground/overhead utility projects (LUP) including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities), underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

e. Discharges from construction activities that result in land disturbance of one or more acres associated with oil and gas exploration, production, processing, or treatment operations or transmission facilities.

2. Activities specifically not required or eligible to be covered under this General Permit include:

a. Disturbance to land associated with municipal facilities under an approved NPDES Storm Water Management Program for routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facilities.

b. Disturbances to land surfaces solely related to agricultural operations such as disking, harrowing, terracing and leveling, and soil preparation.

c. Discharges of storm water from areas on tribal lands; construction on tribal lands is regulated by a separate federal permit.

d. Construction activity that disturbs less than one acre of land, and that is not part of a larger common plan of development or sale.

e. Construction activity covered by an individual NPDES Permit for storm water discharges.

3. Upon receipt of the appropriate PRDs, Lahontan Water Board staff will determine if such a discharge satisfies all of the following conditions:

    a. The discharge will be generated from construction activity that does not include any other waste discharge activities, except for those described for authorized non-storm water discharges in section II.D.4., below.

    b. The project does not include permanent disturbance to lands classified as SEZs as defined in the Basin Plan, unless the Lahontan Water Board grants an exemption to applicable discharge prohibitions explicitly in writing.

    c. The project incorporates appropriate temporary BMPs and low impact development (LID) techniques, as feasible, to infiltrate and/or treat storm water runoff from existing and proposed impervious surfaces on the site as required in this General Permit.

    d. The project plans include a SWPPP that proposes specific temporary and permanent measures to prevent the discharge of pollutants from the site.

    e. The project plans include projected dates for:

        i. Completion of construction;

        ii. Completion of storm water infiltration and/or treatment facilities; and

        iii. Completion of any necessary restabilization and revegetation.

4. Discharges of non-storm water may be necessary for certain construction projects. Such discharges include, but are not limited to, irrigation of vegetation, erosion control measures, pipe flushing and testing, and construction dewatering. These discharges are authorized under the following conditions:

    a. The discharge does not violate any other provision of this General Permit.

    b. The discharge is not prohibited by the Basin Plan or, if required by the Basin Plan, a prohibition exemption from the Lahontan Water Board has been granted in writing for discharge prohibitions contained in the Basin Plan.

    c. The Discharger has included and implemented specific BMPs required by this General Permit to prevent or reduce the contact of the non-storm water discharge with construction materials or equipment. For dewatering waste, the Discharger has prepared and provided for review a detailed dewatering and monitoring plan that meets the conditions for Exempted Low Threat Discharges (Attachment F) prior to start of dewatering activities.

    d. The discharge does not contain toxic constituents in toxic amounts.

5. Dischargers are eligible for coverage under this General Permit provided that the Discharger provides PRDs and the proper fee to the State Water Board before starting construction activities. Dischargers previously covered under Order No. R6T-2011-0019 must submit their PRDs and receive approval before continuing construction activities after January 1, 2017. PRDs shall include the Notice of Intent (NOI), site maps, and SWPPP. If an Active Treatment System (ATS) is proposed to be used, information required in Attachment E must also be provided as part of the PRDs. An ATS is distinct from other BMPs in that they include the use of chemical coagulation, chemical flocculation, or electro-coagulation to aid in the reduction of turbidity. For proposed construction activity on easements or on nearby property by agreement or permission, the entity responsible for the construction activity must provide the PRDs and filing fee, and shall be responsible for development of the SWPPP. The NOI must be signed in accordance with the signatory requirements of the Standard Provisions (Attachment D).

   The filing fee shall be provided to:

   SWRCB
   Storm Water Section
   P.O. Box 1977
   Sacramento, CA 95812

   Or hand delivered to:

   SWRCB
   Storm Water Section
   1001 I Street – 15th Floor
   Sacramento, CA 95814

6. Construction activities that involve alteration of a lake-bed or stream channel may require prior written agreement with the California Department of Fish and Wildlife. A copy of the application, and any written agreement or agreement waiver must be provided with the NOI.

7. The Discharger, upon written request, provides additional information necessary to ascertain whether the discharge meets the criteria for coverage under this General Permit.

8. No discharge under this General Permit is authorized until a written WDID number is issued.

9. Notwithstanding the provisions of this section, the Lahontan Water Board may consider adoption of an individual NPDES permit for any discharge, after due notice and a public meeting, when desirable or necessary.

E. Termination of Coverage

1. The Discharger will retain coverage under this General Permit and be billed annually until a NOT is requested through SMARTS and approved by Lahontan Water Board staff. Permit coverage may be terminated based on one of the following:

    a. Construction is complete or suspended – For NOT approval, the Discharger must certify in the NOT request that:

        i. The construction project is complete and there is no potential for construction-related storm water pollution or pollutant discharges;

        ii. All construction materials and waste have been removed from the project site and disposed of properly;

        iii. All elements of the SWPPP have been completed;

        iv. Permanent BMPs have been installed and all disturbed soil areas (DSA) are stabilized to prevent and control erosion (RUSLE/RUSLE 2 or Custom Method); and

        v. Post-construction storm water control requirements have been met; or

    b. The site cannot discharge storm water to waters of the United States – For NOT approval, the Discharger must certify that all storm water is either retained on site or all storm water is discharged to off-site evaporation or percolation ponds; or

    c. Storm water discharge from the site is now subject to another NPDES general or individual permit – For NOT approval, the Discharger must certify the NPDES permit number and date of coverage; or

    d. The site was transferred to another operator/owner – For NOT approval the Discharger must certify the date of transfer, notify the new operator/owner, and provide the new operator/ owner contact information. If the project lands are transferred to new ownership before construction is complete, the Discharger must temporarily stabilize the site such that it remains stable until construction activity resumes. The new owner must also apply for coverage under this General Permit, as described above, and may be liable for construction related discharges without an NPDES permit for any period when the project discharge is not covered under this General Permit.

2. As part of the NOT request, the Discharger must provide site photographs and a written narrative describing how the site has been and will remain stabilized. Site-specific evaluation of stability may include parameters such as slope and aspect, percent total cover, percent vegetative cover, vegetation type, soil nutrient and organic matter content, and soil infiltration rate.

3. For sites where final stabilization relies on the establishment of mature vegetation, the Discharger must describe and certify that a plan is in place to monitor and maintain stable conditions until the site is self-sustaining.

4. The Discharger is required to pay the annual fee (as specified in the annual billing received from the State Water Board) until the permit coverage is officially terminated in writing by Lahontan Water Board staff. Lahontan Water Board staff may inspect the site, as necessary, to determine if the project qualifies for permit termination. If Lahontan Water Board staff denies termination of coverage under the General Permit**,** written notification with the reasons for denial will be provided through SMARTS.

III. DISCHARGE PROHIBITIONS

The Basin Plan contains certain waste discharge prohibitions that apply region-wide or specifically to the Lake Tahoe Hydrologic Unit and are listed below. Waste discharge prohibitions listed below do not apply to discharges of storm water when wastes in the discharge are controlled through the application of management practices or other means and the discharge does not cause a violation of WQO. Additionally, the Lahontan Water Board has determined non-storm water discharges, such as construction dewatering and other construction-related discharges, may qualify as low threat discharges that are exempt from applicable region-wide and hydrologic unit/area waste discharge prohibitions under certain conditions. Waste discharge prohibition exemptions allowed under the Basin Plan are presented in Attachment F and, except for discharges listed in Attachment F, Table 4.1-1, must be specifically granted in writing by the Lahontan Water Board.

Region-wide Prohibitions

A. The discharge of waste that causes violation of any narrative or numeric WQO contained in the Basin Plan is prohibited.

B. Where any numeric or narrative WQO contained in the Basin Plan is already being violated, the discharge of waste that causes further degradation or pollution is prohibited.

C. The discharge of waste that could affect the quality of waters of the state that is not authorized by the State or Regional Board through waste discharge requirements, waiver of waste discharge requirements, NPDES permit, cease and desist order, certification of water quality compliance pursuant to CWA section 401, or other appropriate regulatory mechanism is prohibited.

D. The discharge of untreated sewage, garbage, or other solid wastes into surface waters of the Region is prohibited.

E. The discharge of pesticides to surface waters or ground waters is prohibited.

Lake Tahoe Hydrologic Unit Prohibitions

F. The discharge attributable to human activities of any waste or deleterious material to surface waters of the Lake Tahoe Hydrologic Unit is prohibited.

G. The discharge attributable to human activities of any waste or deleterious material to land below the highwater rim of Lake Tahoe or within the 100-year floodplain of any tributary to Lake Tahoe is prohibited.

H. The discharge attributable to human activities of any waste or deleterious material to SEZs in the Lake Tahoe Hydrologic Unit is prohibited.

I. The discharge or threatened discharge attributable to new pier construction of wastes to significant spawning habitats or to areas immediately offshore of stream inlets in Lake Tahoe is prohibited.

J. The discharge of garbage or other solid waste to lands within the Lake Tahoe Basin is prohibited.

K. The discharge of industrial waste within the Lake Tahoe Basin is prohibited. Industrial waste is defined as any waste resulting from any process or activity of manufacturing or construction.

IV. EFFLUENT LIMITATIONS

Storm water runoff generated from land disturbing activities should be infiltrated to the greatest extent possible. Waters infiltrated into soils should not contain excessive concentrations of nutrients that may exceed the filtering capacity of the soils and vegetation.

Runoff that is allowed to discharge off the project boundaries must meet the following effluent limitations.

A. All storm water runoff generated within the project area that is discharged to surface waters, MS4s, or other storm water conveyances must not contain constituents in excess of the following numeric effluent limitations (NEL):

Table 3. Storm Water Effluent Limitations

Parameter	Units	Maximum Daily Effluent Limitations For Discharge
Total Nitrogen (as N)	mg/L	0.5
Total Phosphorus (as P)	mg/L	0.1
Total Iron	mg/L	0.5
Turbidity	NTU	20*
Grease and Oil	mg/L	2
Note* - For ATS use, 10 NTU as daily average and 20 NTU for any single sample.		

B. All waters generated within the project area, or as a result of the development of the project, that are discharged to surface waters, MS4s, or other storm water conveyances must not contain the following:

1. Substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, or animal life; and

2. Coliform organisms attributable to human wastes.

C. For protection of receiving waters the pH of effluent samples should not fall outside of the range of 6.0 to 9.0. This range is set as a numeric benchmark level. If the pH of effluent is outside of the benchmark, the Discharger must investigate the cause of the excursion and implement appropriate corrective measures. If the pH levels are determined to be from natural causes, the Discharger must provide data (e.g., from run-on) to demonstrate this condition.

V. RECEIVING WATER LIMITATIONS

The following objectives apply to all surface waters within the Lake Tahoe Hydrologic Unit and include both region-wide receiving water limits and receiving water limits established for specific water bodies within the Lake Tahoe Hydrologic Unit. If more stringent applicable water quality standards are promulgated or approved pursuant to section 303 of the Federal CWA or amendments thereto, the Lahontan Water Board may revise and modify this General Permit accordingly. The discharge of waste must not cause or contribute to a violation of the following objectives.

A. Receiving Water Limits for Surface Waters – Region-wide

1. Ammonia

The neutral, unionized ammonia species (NH_3) is highly toxic to freshwater fish. The fraction of toxic NH_3 to total ammonia species (NH_4^+ + NH_3) is a function of temperature and pH. Basin Plan Tables 5.1-5 and 5.1-6 were derived from USEPA ammonia criteria for freshwater. Ammonia concentrations shall not exceed the values listed for the corresponding conditions in these tables. For temperature and pH values not explicitly identified in these tables, the most conservative value

neighboring the actual value may be used or criteria can be calculated from numerical formulas developed by the USEPA.

2. Bacteria, Coliform

Waters shall not contain concentrations of coliform organisms attributable to anthropogenic sources, including human and livestock wastes.

The fecal coliform concentration during any 30-day period shall not exceed a log mean of 20/100 ml, nor shall more than 10 percent of all samples collected during any 30-day period exceed 40/100 ml. *The log mean shall ideally be based on a minimum of not less than five samples collected as evenly spaced as practicable during any 30-day period. However, a log mean concentration exceeding 20/100 ml for any 30-day period shall indicate violation of this objective even if fewer than five samples were collected.*

3. Biostimulatory Substances

Waters shall not contain biostimulatory substances in concentrations that promote aquatic growths to the extent that such growths cause nuisance or adversely affect the water for beneficial uses.

4. Chemical Constituents

Waters designated as MUN shall not contain concentrations of chemical constituents in excess of the maximum contaminant levels (MCLs) or secondary maximum contaminant levels (SMCLs) based upon drinking water standards specified in the following provisions of title 22 of the California Code of Regulations (CCR) which are incorporated by reference into this General Permit: Table 64431-A of section 64431 (Inorganic Chemicals), Table 64431-B of section 64431 (Fluoride), Table 64444-A of Section 64444 (Organic Chemicals), Table 64449-A of section 64449 (SMCLs-Consumer Acceptance Limits), and Table 64449-B of section 64449 (SMCLs-Ranges). This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

Waters designated as AGR shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses (i.e., agricultural purposes).

Waters shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses.

5. Chlorine, Total Residual

For the protection of aquatic life, total chlorine residual shall not exceed either a median value of 0.002 mg/L or a maximum value of 0.003 mg/L. Median values shall be based on daily measurements taken within any six-month period.

6. Color

Waters shall be free of coloration that causes nuisance or adversely affects the water for beneficial uses.

7. Dissolved Oxygen

The dissolved oxygen concentration, as percent saturation, shall not be depressed by more than 10 percent, nor shall the minimum dissolved oxygen concentration be less than 80 percent of saturation.

For waters with the beneficial uses of COLD, COLD with SPWN, WARM, and WARM with SPWN, the minimum dissolved oxygen concentration shall not be less than that specified in Basin Plan Table 5.1-8.

8. Floating Materials

Waters shall not contain floating material, including solids, liquids, foams, and scum, in concentrations that cause nuisance or adversely affect the water for beneficial uses.

For natural high quality waters, the concentrations of floating material shall not be altered to the extent that such alterations are discernable at the 10 percent significance level.

9. Oil and Grease

Waters shall not contain oils, greases, waxes or other materials in concentrations that result in a visible film or coating on the surface of the water or on objects in the water, that cause nuisance, or that otherwise adversely affect the water for beneficial uses.

For natural high quality waters, the concentration of oils, greases, or other film or coat generating substances shall not be altered.

10. Nondegradation of Aquatic Communities and Populations

All wetlands shall be free from substances attributable to wastewater or other discharges that produce adverse physiological responses in humans, animals, or plants; or which lead to the presence of undesirable or nuisance aquatic life.

All wetlands shall be free from activities that would substantially impair the biological community as it naturally occurs due to physical, chemical and hydrologic processes.

11. pH

In fresh waters with designated beneficial uses of COLD, changes in normal ambient pH levels shall not exceed 0.5 pH units. For all other waters, the pH shall not be depressed below 6.5 nor raised above 8.5.

The Regional Board recognizes that some waters of the Region may have natural pH levels outside of the 6.5 to 8.5 range. Compliance with the pH objective for these waters will be determined on a case-by-case basis.

12. Radioactivity

Radionuclides shall not be present in concentrations which are deleterious to human, plant, animal, or aquatic life, nor which result in the accumulation of

radionuclides in the food web to an extent which presents a hazard to human, plant, animal, or aquatic life.

Waters designated as MUN shall not contain concentrations of radionuclides in excess of the limits specified in Table 4 of section 64443 (Radioactivity) of title 22 of the CCR which is incorporated by reference into this General Permit. This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

13. Sediment

The suspended sediment load and suspended sediment discharge rate of surface waters shall not be altered in such a manner as to cause nuisance or adversely affect the water for beneficial uses.

14. Settleable Materials

Waters shall not contain substances in concentrations that result in deposition of material that causes nuisance or that adversely affects the water for beneficial uses. For natural high quality waters, the concentration of settleable materials shall not be raised by more than 0.1 milliliter per liter.

15. Suspended Materials

Waters shall not contain suspended materials in concentrations that cause nuisance or that adversely affects the water for beneficial uses.

For natural high quality waters, the concentration of total suspended materials shall not be altered to the extent that such alterations are discernible at the 10 percent significance level.

16. Suspended Sediment

Suspended sediment concentrations in streams tributary to Lake Tahoe shall not exceed a 90th percentile value of 60 mg/L. (This objective is equivalent to the Tahoe Regional Planning Agency's regional "environmental threshold carrying capacity" standard for suspended sediment in tributaries.)

17. Taste and Odor

Waters shall not contain taste or odor-producing substances in concentrations that impart undesirable tastes or odors to fish or other edible products of aquatic origin, that cause nuisance, or that adversely affect the water for beneficial uses. For naturally high quality waters, the taste and odor shall not be altered.

18. Temperature

The natural receiving water temperature of all waters shall not be altered unless it can be demonstrated to the satisfaction of the Lahontan Water Board that such an alteration in temperature does not adversely affect the water for beneficial uses.

For waters designated COLD, the temperature shall not be altered.

Temperature objectives for COLD interstate waters and WARM interstate waters are as specified in the "Water Quality Control Plan for Control of Temperature in

the Coastal and Interstate Waters and Enclosed Bays and Estuaries of California" including any revisions. This plan is summarized in Basin Plan Chapter 6 (Plans and Policies) and included in Basin Plan Appendix B.

19. Toxicity

All waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life. *Compliance with this objective will be determined by use of indicator organisms, analyses of species diversity, population density, growth anomalies, bioassays of appropriate duration and/or other appropriate methods as specified by the Lahontan Water Board.*

The survival of aquatic life in surface waters subjected to a waste discharge, or other controllable water quality factors, shall not be less than that for the same water body in areas unaffected by the waste discharge, or when necessary, for other control water that is consistent with the requirements for "experimental water" as defined in *Standard Methods for the Examination of Water and Wastewater* (American Public Health Association, et al. 1998).

20. Turbidity

Waters shall be free of changes in turbidity that cause nuisance or adversely affect the water for beneficial uses. Increases in turbidity shall not exceed natural levels by more than 10 percent.

B. Receiving Water Limits for Surface Waters - Certain Water Bodies

The following objectives (listed alphabetically) and the objectives listed in Attachment G are in addition to the region-wide objectives specified above and supersede the region-wide objectives in the event of any conflict. These objectives apply to certain surface waters of the Lake Tahoe Hydrologic Unit. The discharge of waste must not cause or contribute to a violation of these objectives.

1. Algal Growth Potential

For Lake Tahoe, the mean algal growth potential at any point in the Lake shall not be greater than twice the mean annual algal growth potential at the limnetic reference station. *The limnetic reference station is located in the north central portion of Lake Tahoe. It is shown on maps in annual reports of the Lake Tahoe Interagency Monitoring Program. Exact coordinates can be obtained from the U.C. Davis Tahoe Research Group.*

2. Biological Indicators

For Lake Tahoe, algal productivity and the biomass of phytoplankton, zooplankton, and periphyton shall not be increased beyond the levels recorded in 1967-71, based on statistical comparison of seasonal and annual means. *The "1967-71 levels" are reported in the annual summary reports of the "California-Nevada-Federal Joint Water Quality Investigation of Lake Tahoe" published by the California Department of Water Resources.*

3. Clarity

For Lake Tahoe, the vertical extinction coefficient shall be less than 0.08 per meter when measured below the first meter. When water is too shallow to determine a reliable extinction coefficient, the turbidity shall not exceed 3 Nephelometric Turbidity Units (NTU). In addition, turbidity shall not exceed 1 NTU in shallow waters not directly influenced by stream discharges. *The Lahontan Water Board will determine when water is too shallow to determine a reliable vertical extinction coefficient based upon its review of standard limnological methods and on advice from the U.C. Davis Tahoe Research Group.*

4. Conductivity, Electrical

In Lake Tahoe, the mean annual electrical conductivity shall not exceed 95 umhos/cm at 25°C at any location in the Lake.

5. pH

In Lake Tahoe, the pH shall not be depressed below 7.0 nor raised above 8.4.

6. Plankton Counts

For Lake Tahoe, the mean seasonal concentration of plankton organisms shall not be greater than 100 per ml and the maximum concentration shall not be greater than 500 per ml at any point in the Lake.

7. Suspended Sediment

Suspended sediment concentrations in streams tributary to Lake Tahoe shall not exceed a 90th percentile value of 60 mg/L. (This objective is equivalent to the Tahoe Regional Planning Agency's regional “environmental threshold carrying capacity” standard for suspended sediment in tributaries.)

8. Transparency

For Lake Tahoe, the annual average Secchi disk deep water transparency shall not be decreased below 29.7 meters, the levels recorded in 1967-71.

The discharge shall not cause or contribute to a violation of any applicable water quality standard for receiving water adopted by the Lahontan Water Board or State Water Board as required by the Federal Water Pollution Control Act and regulations adopted thereunder. Discharges shall not cause or contribute to the receiving WQOs listed in Attachment G to be exceeded for the specified surface waters and tributaries thereto. If more stringent applicable water quality standards are promulgated or approved pursuant to section 303 of the Federal CWA or amendments thereto, the Lahontan Water Board may revise and modify this General Permit in accordance with such more stringent standards.

C. Receiving Water Limits for Ground Waters – Regionwide

The Dischargers shall not cause or contribute to a violation of the following objectives, which apply to all ground waters of the Lahontan Region, including the Lake Tahoe Basin:

1. Bacteria, Coliform

In ground waters designated as MUN, the median concentration of coliform organisms over any seven-day period shall be less than 1.1/100 milliliters.

2. Chemical Constituents

Ground waters designated as MUN shall not contain concentrations of chemical constituents in excess of the MCLs or SMCLs based upon drinking water standards specified in the following provisions of title 22 of the CCR which are incorporated by reference into this General Permit: Table 64431-A of section 64431 (Inorganic Chemicals), Table 64431-B of section 64431 (Fluoride), Table 64444-A of section 64444 (Organic Chemicals), Table 64449-A of section 64449 (SMCLs-Consumer Acceptance Limits), and Table 64449-B of section 64449 (SMCLs-Ranges). This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

Waters designated as AGR shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses (i.e., agricultural purposes).

Ground waters shall not contain concentrations of chemical constituents that adversely affect the water for beneficial uses.

3. Radioactivity

Ground waters designated as MUN shall not contain concentrations of radionuclides in excess of the limits specified in Table 4 of section 64443 (Radioactivity) of title 22 of the CCR which is incorporated by reference into this General Permit. This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

4. Taste and Odor

Ground waters shall not contain taste or odor-producing substances in concentrations that cause nuisance or that adversely affect beneficial uses. For ground waters designated as MUN, at a minimum, concentrations shall not exceed adopted SMCLs specified in Table 64449-A of section 64449 (SMCLs-Consumer Acceptance Limits), and Table 64449-B of section 64449 (SMCLs-Ranges) of title 22 of the CCR which is incorporated by reference into this General Permit. This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

VI. PROVISIONS

A. Standard Provisions

1. Dischargers shall comply with all Standard Provisions included in Attachment D, which are made part of this General Permit.

B. Reopener Provisions

1. If more stringent applicable water quality standards are promulgated or approved pursuant to section 303 of the Federal Water Pollution Control Act or amendments thereto, the Lahontan Water Board may revise and modify this General Permit in accordance with such standards.

2. The Lahontan Water Board may reopen this General Permit to establish new conditions or effluent limitations should monitoring data or other new information indicate that a constituent is discharged at a level that will do any of the following:

   a. Cause, have reasonable potential to cause, or contribute to an in-stream excursion above any water quality criteria or objective; or

   b. Cause, have reasonable potential to cause, or contribute to a violation of any WQO in the Basin Plan.

3. The Lahontan Water Board may reopen this General Permit to reflect any site-specific objectives established for the waterbody or changes to beneficial uses for the waterbody resulting from a use attainability analysis or Basin Plan amendment.

4. The Lahontan Water Board may reopen this General Permit to reflect any changes needed to implement amendments to the Basin Plan.

C. Provisions for Administrative Continuance This General Permit continues in force and effect until a new General Permit is issued or the Lahontan Water Board rescinds this General Permit.

D. Additional Provisions

1. Dischargers shall comply with the following additional provisions:

   a. Failure to comply with this permit may constitute a violation of the Water Code and/or the CWA, and is grounds for enforcement action or for permit termination, revocation and re-issuance, or modification.

   b. The Water Code and the CWA provide for civil liability and criminal penalties for violations of the permit limits including imposition of civil liability or referral to the Attorney General.

   c. Provisions of the permit are severable. If any provision of the requirements is found invalid, the remainder of the requirements shall not be affected.

   d. Pursuant to Water Code section 13263(g), no discharge of waste into the waters of the state, whether or not the discharge is made pursuant to waste discharge requirements, shall create a vested right to continue the

discharge. All discharges of waste into waters of the state are privileges, not rights.

e. Pursuant to Water Code section 13260(c), any change in the ownership and/or operation of property subject to the permit shall be reported to the Lahontan Water Board. Notification of applicable permit requirements shall be furnished in writing to the new owners and/or operators, and a copy of such notification shall be sent to the Lahontan Water Board.

f. If a Discharger becomes aware that any information provided to the Lahontan Water Board is incorrect, the Discharger shall immediately notify the Lahontan Water Board, in writing, and correct that information.

g. Pursuant to Water Code section 13267 and/or section 13383, Dischargers shall comply with the CSMRP, and future revisions thereto, in Attachment C of this General Permit, and any additional monitoring requirements as specified by the Lahontan Water Board Executive Officer.

2. Unless specifically granted in writing by the Lahontan Water Board, authorization pursuant to this General Permit does not constitute an exemption to applicable discharge prohibitions prescribed in the Basin Plan.

3. Dischargers must comply with the lawful requirements of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water to drainage systems or other water courses under their jurisdiction, including applicable requirements in municipal storm water management programs developed to comply with NPDES General Permits issued to local agencies by the Lahontan Water Board.

4. Dischargers shall at all times fully comply with engineering plans, specifications, and technical reports provided with the PRDs.

5. Dischargers shall at all times fully comply with the SWPPP and Rain Event Action Plan (REAP).

6. In accordance with section 13260 of the Water Code, Dischargers shall file a report with the Lahontan Water Board of any material change or proposed change in the character, location, or volume of the discharge. Any proposed material change in the operation shall be reported to the Lahontan Water Board at least 30 days in advance of implementation of any such proposal. This shall include, but not be limited to, all significant new soil disturbances, all proposed expansion of development, and increase in impervious surface coverage, or any change in drainage characteristics at the project site.

7. Order No. R6T-2011-0019 is rescinded on December 31, 2016, except for enforcement purposes.

VII. TRAINING QUALIFICATIONS AND CERTIFICATIONS REQUIREMENTS

A. General

Dischargers shall ensure that persons responsible for developing and implementing storm water pollution controls specified by this General Permit shall be appropriately trained and certified in accordance with the requirements below. Additionally, project SWPPP requirements shall be communicated by training all contractor and subcontractor personnel conducting activities that could affect storm water runoff quality. Training may be both formal and informal, as appropriate, and shall at a minimum be provided during pre-construction meetings and regular onsite meetings conducted during the course of the project. Training shall be documented and kept as part of the SWPPP records.

Dischargers shall certify in the Annual Report that persons responsible for implementing the requirements of this General Permit have the required qualifications and training.

B. SWPPP Certification Requirements

1. Qualified SWPPP Developer: Dischargers shall ensure that SWPPPs are written, amended and certified by a Qualified SWPPP Developer (QSD). A QSD shall have one of the following registrations or certifications, and appropriate experience, as required for:

   a. A California Board of Professional Engineers, Land Surveyors, and Geologist (CBPELSG) license in good standing as a professional civil engineer, professional geologist, and/or professional engineering geologist;

   b. A California registered Landscape Architect;

   c. A professional hydrologist registered through the American Institute of Hydrology;

   d. A Certified Professional in Erosion and Sediment Control (CPESC)™ registered through EnviroCert International, Inc;

   e. A Certified Professional in Storm Water Quality (CPSWQ)™ registered through EnviroCert International, Inc.; or

   f. A professional in erosion and sediment control registered through the National Institute for Certification in Engineering Technologies (NICET).

2. Required QSD Training: A QSD shall have attended a State Water Board-sponsored or -approved QSD training course and pass a required examination covering the course material or meet the State Water Board requirements for a California Board of Professional Engineer, Land Surveyors and Geologists (CBPELSG) licensee.

3. Qualified SWPPP Practitioner: Dischargers shall ensure that implementation of all BMPs required by this General Permit and all other SWPPP elements are overseen and managed by a Qualified SWPPP Practitioner (QSP). A QSP shall be either a QSD or have one of the following certifications:

   a. A certified erosion, sediment and storm water inspector registered through EnviroCert International, Inc.; or

   b. A certified inspector of sediment and erosion control registered through Certified Inspector of Sediment and Erosion Control, Inc.

4. Required QSP Training: A QSP shall have attended a State Water Board-sponsored or -approved QSP training course and pass a required examination covering the course material.

5. QSP Responsibilities: The project QSP is responsible for assisting the Discharger to comply with the General Permit through the proper implementation, management, and monitoring of the SWPPP elements and other General Permit requirements. The QSP must directly manage these activities by being present at the site and/or through a communication plan that allows the QSP to actively and effectively manage trained personnel conducting the SWPPP activities. The SWPPP must include a written plan describing how the QSP will oversee and manage all SWPPP activities and the Discharger must maintain written records documenting the QSP's plan implementation and effectiveness.

   The QSP Management Plan must show how the QSP plans to inspect and report all of the required visual inspections and monitoring requirements, prepare and implement REAPs, prepare and submit water quality exceedance reports, ensure that all employees have current water pollution control training, and correct any construction activities damaging water pollution control practices or causing water pollution.

VIII. BEST MANAGEMENT PRACTICES (BMPS)

Dischargers shall minimize or prevent pollutants in storm water discharges and authorized non-storm water discharges through the use of controls, structures,

and management practices that achieve BAT for toxic and non-conventional pollutants and BCT for conventional pollutants. Storm water controls and control locations must be described in the SWPPP for the project site. At a minimum, the following types of storm water control measure BMPs must be described in the SWPPP and implemented for the project.

A. Site Management

Dischargers shall implement appropriate site management measures to control pollutants in site runoff for construction materials that are potential threats to water quality if discharged. The control measures shall include, but are not limited to, the following items.

1. Conduct an inventory of the products used and/or expected to be used and the end products that are produced and/or expected to be produced. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e., poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).

2. Identify potential pollutant sources and areas of the site where BMPs are necessary to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. This potential pollutant source list shall identify all non-visible pollutants which are known, or should be known, to occur on the construction site. At a minimum, when developing BMPs, the Discharger shall:

    a. Consider the quantity, physical characteristics (e.g., liquid, powder, solid), and locations of each potential pollutant source handled, produced, stored, recycled, or disposed of at the site.

    b. Consider the degree to which pollutants associated with those materials may be exposed to and mobilized by contact with storm water.

    c. Consider the direct and indirect pathways that pollutants may be exposed to storm water or authorized non-storm water discharges. This shall include an assessment of past spills or leaks, non-storm water discharges, and discharges from adjoining areas.

3. Schedule land-disturbing activities to minimize the duration that bare soils are exposed to erosion. Schedule BMP implementation to coincide with land-disturbing activities - avoid installing BMPs when and where they are not needed.

4. Store chemicals in watertight containers with appropriate secondary containment to prevent any spillage or leakage, and protect from precipitation and surface run-on. For hazardous liquids used in active work

areas, place in appropriate temporary secondary containment when not in use.

5. Separate snow storage and disposal areas from surface waters to prevent direct discharge and avoid surface runoff. Treatment and retention capacity of storm water basins and similar facilities on the land surface must not be compromised by snow storage/management activities. Treatment facilities shall be designed to accommodate snowmelt runoff from designated snow storage and disposal areas.

6. Protect permanent infiltration facilities from receiving turbid discharges or other polluted storm water runoff. If permanent infiltration facilities are used as temporary BMPs, the capacity and functionality of the facilities shall be maintained and/or renovated as needed to ensure pre-project capacity and function prior to requesting General Permit termination.

7. When discharging from basins and impoundments, utilize outlet structures that withdraw water from the surface, unless infeasible.

8. Prevent the discharge of pollutants from sanitation facilities (e.g., portable toilets) to the storm water drainage system or receiving water. Sanitation facilities shall be cleaned/replaced as necessary, and inspected regularly for leaks and spills.

9. Cover waste disposal containers at the end of every business day and during a rain event.

10. Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.

11. Protect all loose piles of soil, silt, clay, sand, debris, or other earthen materials such that sediment is prevented from leaving the site.

12. Prevent ground compaction and disturbance activities in unpaved areas not subject to construction. All non-construction areas shall be identified and protected by fencing or other means to limit access. These control measures shall be inspected periodically and shall be repaired when necessary to maintain effectiveness.

13. Develop a spill response plan prior to commencement of construction activities. The plan shall include:

    a. Descriptions of equipment and materials required to be on site for cleanup of spills/leaks; and
    b. Descriptions of appropriate spill response procedures, the responsible personnel, and the training records of such personnel. Include

provisions to respond to potentially large spills that are beyond the capacity of the contractor to respond.

14. Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

15. Prevent the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters.

16. Conduct equipment and vehicle fueling, maintenance and repair activities only in designated areas with appropriate BMPs and containment for spills.

17. Activities such as grading, filling, and clearing of vegetation that disturb soil are prohibited during periods of inclement weather that cause saturated, muddy, or unstable soil conditions. Additionally, by October 15 of each year all disturbed areas must be permanently stabilized or temporarily winterized to prevent excess sediment and other pollutants from discharging off the project site, and land-disturbing activities must cease from October 16 to April 30 of the following year. Winterized means to implement appropriate BMPs to prevent and minimize erosion and soil movement from the site in storm water in a manner that will remain effective until May 1 of the following year.

    Special regulations apply to construction activities occurring between October 16 and April 30, as follows:

    a. All areas of the project site must be adequately winterized by October 15 as a condition for continued work on the site.
    b. The Lahontan Water Board Executive Officer may grant variances to allow limited grading and land disturbance during this period when finding in writing that controls are in place to protect water quality.

B. Sediment and Erosion/Stabilization Controls

Dischargers shall implement a combination of sediment and erosion controls to prevent or minimize sediment discharges from the site. Control measures shall include, but are not limited to, the following items.

1. Install temporary sediment controls for the down-gradient perimeter of the project site, and/or any location where storm water or authorized non-storm water may discharge from the project site, prior to the initiation of any construction-related activities.

2. Install temporary gravel bag dikes, fiber rolls, filter fabric fence, or other equivalent measures as necessary to control erosion and runoff.

3. Install temporary check dams such as gravel bag dikes in concentrated flow lines to slow and detain water flows and retain sediment.

4. Protect drain inlets and outfall structures with appropriate controls for erosion and to minimize sediment discharges.

5. Prevent off-site tracking of earthen materials from the construction site onto adjacent roads and public ways. Dischargers shall control access points, install stabilized entrances/exits for vehicle and equipment traffic operating on the site, and implement sweeping as necessary where tracking prevention is not complete.

6. Provide and maintain natural buffers around surface waters and direct storm water runoff to vegetated areas, unless infeasible.

7. If used, sediment basins must be designed according to the methods provided in California Storm Water Quality Association's (CASQA's) Construction BMP Guidance Handbook or equivalent methods certified by a CBPELSG.

8. Control storm water volume and velocity within the site to minimize soil erosion and offsite discharges.

9. Direct all run-on surface flows from offsite, to the maximum extent possible, away from all disturbed areas.

10. Surface flows from the project site shall be controlled to prevent downstream erosion at any point.

11. Minimize the disturbance of steep slopes and control the amount of soil exposed to erosion at any particular time during construction activity.

12. Control soil compaction and preserve topsoil as feasible.

13. Implement an effective combination of temporary sediment and erosion controls on DSA prior to the onset of precipitation events.

14. Remove all temporary BMPs and permanently stabilize or vegetate all finished graded areas. Revegetated areas shall be completed using specifications necessary for successful growth and soil cover, and maintained as needed to ensure adequate growth and root development until vegetation becomes established. If mulch cover only is used for stabilization from erosion, Dischargers must demonstrate the mulch will

provide ongoing effectiveness in preventing soil erosion. The following measures are recommended:

a. Depending on the level of disturbance and site conditions, wood chip mulch, pine needle mulch, rock, or other suitable materials may be applied on disturbed surfaces in lieu of vegetation;

b. Whenever practical, seeds collected from the project site area should be added to the seed mix being applied during revegetation;

c. Whenever practical, natural revegetation and native mulch will be the preferred method of stabilization; and

d. Limit the use of plastic materials contained in permanent BMPs.

15. Wind erosion shall be controlled to prevent nuisance and to prevent the transport of dust and soil particles into the air, off the project site, into any surface waters, or into any drainage course.

C. Construction Site Dewatering or Diversions

Construction site dewatering waste must not be discharged to surface waters or tributaries thereto, including MS4s, unless the discharge meets the criteria for a low threat discharge, or meets the criteria for other exemptions presented in Attachment F.

Prior to conducting dewatering activities on a site covered by this General Permit, Dischargers must prepare a dewatering plan as part of the SWPPP. Lahontan Water Board staff will require Dischargers to provide the dewatering plan as part of the project PRDs or upon determining dewatering is necessary.

The dewatering/diversion plan shall, at a minimum, include the following:

1. An explanation of alternatives considered for discharges to land, and why alternatives to discharging to surface waters are infeasible.

2. An assessment of whether soil and/or groundwater contaminated by foreign waste material is present in the dewatering area.

3. The location of the discharge area or outfall and name of receiving water.

4. A description of the discharge or diversion method and plan drawings as necessary.

5. The frequency and estimated volume and rate of discharge.

6. Expected pollutants and concentrations in discharge, and control measures to be applied and maintained to ensure that the discharge will not cause a violation of water quality objectives.

7. A monitoring plan for effluent and/or receiving waters. Monitoring may include visual observations and/or sample collection and analysis.

D. Inspection, Maintenance and Repair

Dischargers shall conduct inspections of sites and BMPs in accordance with the requirements of the CSMRP described in Attachment C. Dischargers shall ensure that all inspection, maintenance and repair work is performed or supervised by a QSP representing the Discharger. The QSP may delegate any or all of these activities to an employee appropriately trained to do the tasks. Training must be documented and records kept with the SWPPP. Training documentation must be made available to Lahontan Water Board staff upon request.

Dischargers shall conduct maintenance or repair of failed or inadequate BMPs within 72 hours of identification by a QSP or other trained personnel, or before the next predicted rain event, whichever is sooner.

E. Rain Event Action Plan (REAP)

From the dates of May 1 through October 15 of each year, and during periods in which construction activity is conducted under a variance to the BMP requirements of this General Permit (section VIII.A.16.), Dischargers shall ensure a QSP develops a REAP no later than the calendar day (24 hours) prior to any anticipated precipitation event. An anticipated precipitation event is any weather pattern that is forecast to have a 30 percent or greater chance of producing 0.1 inch of precipitation as rainfall in the project area. During periods when thunderstorm activity is anticipated, the Discharger shall monitor weather conditions during the course of the day, and prepare and implement a REAP if the chance of thunderstorms becomes 30 percent or greater, or when visual observations indicate imminent precipitation. The QSP shall obtain, for each day of construction operations, a printed copy of precipitation forecast information from the National Weather Service (NWS) Forecast Office and keep the copy with the SWPPP monitoring records. Dischargers may access the daily forecasts by entering the city or zip code of the project's location at the following website: http://www.srh.noaa.gov/forecast. The intensity of predicted precipitation may be found at the link for the "Forecast Weather Table Interface."

The REAP shall be available onsite, and a QSP shall implement the REAP prior to the onset of an actual precipitation event. The REAP must be

checked and updated daily for storms expected to last over a period of several days.

The REAP shall be developed for all phases of construction until the permit coverage is terminated by Lahontan Water Board staff. A REAP, at a minimum, shall include:

1. QSP name and contact number;

2. The date(s) rain is predicted to occur, and predicted chance of rain;

3. A description of all DSAs, material storage areas, stockpiles, vehicle and equipment storage and maintenance areas, and waste management areas to be protected.

4. For each area described above, list specific items to review and actions to perform prior to the rain event;

5. A description of the labor required or to be provided to complete the protective actions required.

6. A certification by the QSP that the REAP will be carried out as required by this General Permit; and

7. A printout of the NWS weather forecast.

F. Active Treatment Systems (ATS)

Dischargers choosing to implement an ATS on a project site shall comply with all of the requirements in Attachment E of this General Permit.

G. Post-Construction Storm Water Control Requirements

All disturbed soils areas must be stabilized to control sediment and other pollutants from entering surface waters. All permanent BMPs used for erosion and sediment control must <u>not</u> contain non-photo/biodegradable materials. Additionally, post-construction storm water controls must meet the criteria below for minimizing and reducing storm water runoff.

<u>Municipal and Public Roadway Storm Water Treatment Requirements:</u> Municipal jurisdictions and state highway departments must design projects to meet requirements in the respective municipal storm water NPDES permits.

<u>New Development, Redevelopment, and Existing Development Storm Water Treatment Requirements:</u> For new development, re-development, and existing development retrofit projects, Dischargers shall implement low-impact development (LID) techniques and infiltrate stormwater runoff from

impervious surfaces and other developed areas where natural percolation of precipitation is impeded following completion of construction. At a minimum, permanent storm water infiltration facilities must be designed and constructed to infiltrate runoff generated by the 20 year, 1-hour storm which equates to approximately one inch of runoff during a 1-hour period.

Where conditions permit, project proponents are encouraged to consider designing post-construction runoff controls in accordance with LID techniques and infiltration facilities to accommodate runoff volumes in excess of the 20 year, 1-hour storm to provide additional storm water treatment. Additional information on LID can be found at the National LID Clearinghouse website: http://www.lid-stormwater.net/clearinghouse/index.html.

Runoff from parking lots, retail and commercial fueling stations, and other similar land uses may contain oil, grease, and other hydrocarbon pollutants. Project proponents designing treatment facilities for these areas must include pre-treatment devices to remove hydrocarbon pollutants prior to infiltration or discharge and contingency plans to prevent spills from polluting groundwater.

Infiltrating runoff volumes generated by the 20 year, 1-hour storm may not be possible in some locations due to shallow depth to seasonal groundwater levels, unfavorable soil conditions, or other site constraints such as existing infrastructure or rock outcroppings. In the event that site conditions do not provide opportunities to infiltrate the runoff volume generated by a 20 year, 1-hour storm, project proponents must either (1) provide information showing how treatment facilities are expected to meet the numeric effluent limits in Table 5.6-1 of the Basin Plan, or (2) document written acceptance by the local municipality or state highway department to demonstrate that the publicly-owned or municipal storm water treatment facilities treating private property storm water discharges are sufficient to provide adequate treatment to meet any average annual fine sediment and/or nutrient load reduction requirements that may be established by the Lahontan Water Board for the municipality.

IX. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Dischargers must develop and implement a SWPPP to meet the objectives specified below. This General Permit establishes the following requirements for the development and implementation of a SWPPP. Lahontan Water Board staff may require additional information to be added in a SWPPP depending on the nature or complexity of a project. A checklist for developing the SWPPP is provided in Attachment H.

A. OBJECTIVES

A SWPPP shall be developed and implemented for each construction site covered by this General Permit. The SWPPP shall be designed to comply with

requirements to implement BMPs to achieve compliance with effluent limits and receiving water objectives. The SWPPP shall be developed and amended, when necessary, to meet the following objectives:

1. Identify pollutant sources including sediment sources that may affect the quality of storm water discharges associated with construction activity.

2. Identify non-storm water discharges.

3. Identify, construct, implement, and maintain BMPs to reduce or eliminate pollutants in storm water discharges and authorized non-storm water discharges from the construction site.

4. Identify all effluent discharge outfall locations, sampling and analysis strategy and protocols, and a sampling schedule for discharges from the identified outfalls for the project area.

B. PERMIT REGISTRATION DOCUMENTS (PRDs)

The SWPPP shall include a copy of the NOI.

C. SWPPP CERTIFICATION AND TRAINING REQUIREMENTS

1. The SWPPP shall be prepared, signed, and certified by a QSD, who meets the requirements as described in section VII.B. of this General Permit. The SWPPP must also identify the QSP, as defined in section VII.B. of this General Permit.

2. The SWPPP shall include procedures to ensure that all required inspections, maintenance, and repair activities are consistent with the requirements of this General Permit. These procedures shall include identification of specific personnel and the training required to perform inspections, maintenance, and repair. The SWPPP must include a written description of how the QSP will oversee and manage the SWPPP activities. The QSP must be present at the site to oversee SWPPP implementation unless a written communication plan is developed to allow the QSP to manage the site from an off-site location. Any QSP communication plan and all records must be retained in accordance with the record-keeping requirements of this General Permit.

   A QSP must also provide weekly training on storm water pollution control topics. Training activities must be documented and kept with the SWPPP. Training records must include the date, a description of the topics covered by training, copies of any training materials, the trainer's name, and a list of the training participants with printed names and signatures.

D. AVAILABILITY AND PUBLIC RECORDS ACCESS

The SWPPP and any amendments shall be kept on site during construction activity and made available upon request of a representative of the Lahontan Regional Water Board or any local storm water management agency which receives the storm water discharge.

The SWPPP is considered a report that shall be available to the public under section 308(b) of the CWA. Upon request by members of the public, Dischargers shall make available for review a copy of the SWPPP directly to the requestor.

E. LIST OF CONTRACTORS/SUBCONTRACTORS

The SWPPP shall contain a list of all contractors and subcontractors responsible for implementing the SWPPP. This information shall be added to the SWPPP once the contractors and subcontractors selected to implement the SWPPP are determined

F. REQUIRED CHANGES

1. Dischargers shall amend the SWPPP whenever there is a change in construction, or operations, which may affect the discharge or pollutants to surface waters, ground waters, or a municipal or other storm drain system. Lahontan Water Board staff may require SWPPP amendments to be provided for review and may require modifications.

2. Dischargers shall maintain the SWPPP such that it reflects the actual site conditions for the duration of the project, including keeping DSA maps current as the project progresses. Changes in BMP implementation features or activities shall be documented and included as amendments to the SWPPP. An amendment log shall be maintained in the SWPPP that summarizes all changes to the SWPPP for the duration of the project.

3. Lahontan Water Board staff, or a local agency with the concurrence of the Lahontan Water Board staff, may require Dischargers to amend the SWPPP if it is in violation of any condition of this General Permit.

G. PROJECT INFORMATION

The SWPPP shall include the following information:

1. A copy of this General Permit shall be kept and maintained by Dischargers and be available at all times to operating personnel.

2. Project description;

3. WDID number;

4. Site address and driving directions;

5. Emergency contact person and 24-hour phone number; and

6. Potential construction site pollutants of concern and sources.

H. MAPPING REQUIREMENTS

The SWPPP shall include the following maps:

1. Project Location Map: A topographic map extending one-quarter mile beyond the property boundaries of the construction site, clearly showing: the construction site perimeter and surface water boundaries (including drainage channels, springs, SEZs, 100-year floodplain areas, and wetlands), and the designated discharge locations where the effluent will be controlled and monitored. The requirements of this paragraph may be included in the site map required under the following paragraph if appropriate.

2. Map(s) of a scale sufficient to clearly show:

   a. The project's construction limit boundaries;

   b. Areas used to store construction materials, equipment, stockpiles, spoils and wastes, including concrete mixing and washout areas;

   c. Vehicle and equipment access, fueling, cleaning, storage and service areas;

   d. Existing and planned paved areas and buildings;

   e. Areas of existing vegetation to be preserved;

   f. Surface water locations, including SEZ boundaries mapped according to the criteria in the Basin Plan, section 5.7; 100-year floodplain boundaries; ephemeral and intermittent waterways, springs, and wetlands;

   g. BMPs: Specific locations of storm water structures and controls to be used during construction. Each control structure shall be represented by a standard symbol as indicated in the site map legend;

   h. Existing or pre-construction storm water structures and controls to reduce sediment and other pollutants in storm water discharges;

   i. DSAs: All active DSAs shall be delineated on a map as the project progresses. DSA maps must be kept updated to reflect site conditions.

Once an area is stabilized or winterized, it should be hatched out or otherwise notated to indicate it is no longer disturbed;

j. Drainage patterns and slopes anticipated after major grading activities;

k. Post-construction storm water structures and controls;

l. The locations designated for storm water discharge sampling. See Attachment C for additional detail regarding sampling requirements.

3. Information shown on all maps must be legible (i.e., avoid showing too much information on one map). All maps must include a north arrow, scale (either bar or text format), and a legend with symbols legible in black and white print for all required information. Standard symbols for pollution control structures must be included in the legend of applicable maps.

I. CONSTRUCTION AND BMP IMPLEMENTATION SCHEDULE

The SWPPP shall include:

1. The anticipated start and end dates of construction as well as phases of significant grading activities and work in or near drainages or receiving waters.

2. The schedule for deployment of BMPs. BMPs must be implemented, modified, and maintained appropriately for the site and weather conditions encountered during the project.

J. SITE MANAGEMENT

The SWPPP shall include:

1. A description of the control measures and management practices to meet the requirements of section VIII of this General Permit.

2. The location of site management controls, shown on a map as described in the Mapping Requirements (section IX.H.).

3. Standard specifications (including engineered drawings if applicable) for construction and installation of such controls.

K. SEDIMENT AND EROSION/STABILIZATION CONTROLS

The SWPPP shall include:

1. A description of control measures and management practices to meet the requirements of section VIII of this General Permit.

2. The location of all sediment and erosion/stabilization controls shown on a map as described in the Mapping Requirements (section IX.H.).

3. Standard specifications (including engineered drawings if applicable) for construction and installation of such controls.

L. NON-STORM WATER MANAGEMENT

The SWPPP shall include:

1. A description of control measures and management practices to meet the requirements of section VIII of this General Permit.

2. The location of all non-storm water management controls shown on a map as described in the Mapping Requirements (section IX.H.).

3. Standard specifications (including engineered drawings if applicable) for construction and installation of such controls.

M. SPILL PREVENTION AND RESPONSE

The SWPPP shall include procedures for preventing and responding to spills. All vehicles with refueling capability must have an emergency spill kit on the vehicle. The SWPPP must describe the response procedures and contact information needed to respond to small, medium, and large spill events. The SWPPP must identify the entity that can respond to large spills that are beyond the capacity of the contractor.

N. DEWATERING AND DIVERSIONS

The SWPPP shall include a Dewatering and/or Diversion Plan to meet the requirements of section VIII of this Permit if the Discharger will utilize surface water diversions to bypass natural stream flows, or pumps or siphons for removal or ground water from excavations (dewatering) during construction. A Dewatering and/or Diversion Plan, as required, shall be developed as an attachment to the SWPPP.

O. ACTIVE TREATMENT SYSTEM (ATS) PLAN

If an ATS is used, Dischargers shall develop an ATS Plan in compliance with Attachment E of this General Permit. The ATS Plan shall be included in the SWPPP.

P. POST-CONSTRUCTION STORM WATER MANAGEMENT

The SWPPP shall include:

1. A description of post-construction storm water management structures and controls to meet the requirements of section VIII of this General Permit.

2. The location of all post-construction storm water controls shown on a map as described in the Mapping Requirements (section IX.H.).

3. Standard specifications (including engineered drawings if applicable) for construction and installation of such controls.

4. The operations and maintenance requirements needed to maintain the effectiveness of storm water controls and the responsible party for ensuring that appropriate maintenance is completed.

Q. RAIN EVENT ACTION PLAN (REAP)

The SWPPP shall include records of NWS forecasts and a REAP prior to predicted storm events to meet the requirements of section VIII of this General Permit.

R. CONSTRUCTION SITE MONITORING AND REPORTING PROGRAM (CSMRP)

The SWPPP shall include a CSMRP to meet the requirements of Attachment C.

S. BMP MAINTENANCE AND REPAIR

The SWPPP shall include procedures for conducting maintenance or repair of failed or inadequate BMPs within 72 hours of identification, or before the next predicted rain event, whichever is sooner.

T. OTHER PLANS

This SWPPP may incorporate, by reference, the appropriate elements of other plans required by local, state or federal agencies. A copy of any requirements incorporated by reference shall be kept at the construction site.

X. COMPLIANCE DETERMINATION

Compliance with the effluent limitations contained in section IV of this General Permit will be determined as specified below:

A. Compliance with Effluent Limitations

Dischargers must identify all runoff control points where effluent may be discharged off the project boundaries. Monitoring for compliance with effluent limitations is not required if there is no discharge off the project boundaries (e.g., all precipitation is infiltrated on the project site). Compliance with the NELs in section IV of this General Permit is required for any discharge at designated runoff control points that is generated by non-storm water discharges or storm events that do not exceed the rainfall associated with a 20-year, 1-hour storm, which, for purposes of this General Permit, is equal to an intensity of 1 inch of rainfall in a 1-hour period (compliance storm event).

If constituent concentrations of waters entering the project area (run-on) exceed the numerical limitations specified above, there must be no increase in the constituent concentrations in the waters that are discharged from the project area.

Discharge monitoring results shall not be used by Lahontan Water Board staff for determining compliance with NELs for storms with intensities in excess of the compliance storm event or where run-on exceeds the NELs and the discharge does not increase the level of the exceedance. Dischargers are required to provide supporting documentation such as run-on monitoring data, on-site rain gauge data, and/or rainfall data provided by the National Oceanic and Atmospheric Administration (NOAA) to the Lahontan Water Board for any claims that an effluent limit excursion or exceedance occurred due to these circumstances. The supporting information shall clearly show when the sample was collected relative to the occurrence of the compliance storm event (i.e., the time of rainfall relative to the time of sample collection must be documented). The information will be evaluated for the merits of any claim for relief from compliance requirements for the NELs.

Additionally, Dischargers must provide documentation for any claim that effluent leaving the project boundaries does not reach receiving waters or MS4s for relief from the NELs for discharges to surface waters.

B. Multiple Sample Data

The NELs in this General Permit are evaluated as a maximum daily effluent limitation (MDEL). Pursuant to NPDES regulations (40 CFR part 122.2), *maximum daily discharge* limitation means the highest allowable “daily

discharge." Daily discharge means the "discharge or a pollutant" measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of measurement other than mass, the daily discharge is calculated as the average measurement of the pollutant over the day. For purposes of this General Permit, the daily average effluent value is defined as the arithmetic mean of the daily effluent data. When determining compliance when more than one sample result is available due to collection at multiple discharge points and/or multiple times during the calendar day, the Discharger shall compute the arithmetic mean concentration for each day of discharge.

Samples must be representative of the volume and quality of runoff from the site. Sample collection must not be manipulated in such a way as to skew the average daily effluent value. However, Dischargers must provide monitoring data to indicate estimates of the proportional area or flow that each discharge point from the site represents when reporting the data.

C. Maximum Daily Effluent Limitation (MDEL)

If the average daily concentration exceeds the MDEL for a given parameter, the Discharger will be considered out of compliance for that parameter for that one day only within the reporting period.

D. Sampling by Other Parties

Sampling may be conducted by persons other than the Discharger. Lahontan Water Board staff, operators of MS4s, or others may analyze storm samples. Samples collected by others may be used with other data to determine MDELs and to conduct compliance determinations, as provided above.

ATTACHMENT A – ACRONYM LIST

ATS - Active Treatment System
BAT – Best Available Technology
BPJ – Best Professional Judgment
BPT – Best Practicable Technology
BCT - Best Conventional Pollutant Control Technology
BMPs - Best Management Practices
C&D – Construction and Development
CASQA – California Storm Water Quality Association
CCR - California Code of Regulations
CEQA - California Environmental Quality Act
CFR – Code of Federal Regulations
CPESC - Certified Professional in Erosion and Sediment Control
CPSWQ - Certified Professional in Storm Water Quality
CSMRP - Construction Site Monitoring and Reporting Plan
CTR – California Toxics Rule
CWA - Clean Water Act
DNQ – Detected, but Not Quantified
DSA - Disturbed Soil Areas
ELG – Effluent Limitations Guidelines
LID – Low Impact Development
LRP – Legally Responsible Person
LUP – Linear Underground/Overhead Utility Projects
MATC – Maximum Allowable Threshold Concentration
MCLs - Maximum Contaminant Levels
MDEL - Maximum Daily Effluent Limitation
MDL – Method Detection Limit
ML - Minimum Level
MRP – Monitoring and Reporting Program
MS4 – Municipal Separate Storm Sewer System
NAL – Numeric Action Level
NEL – Numeric Effluent Limitations
NICET - National Institute for Certification in Engineering Technologies
NOAA – National Oceanic and Atmospheric Administration
NOT – Notice of Termination
NOI - Notice of Intent
NPDES – National Pollutant Discharge Elimination System
NSPS - New Source Performance Standards
NTU – Nephelometric Turbidity Units
NWS – National Weather Service
O&M – Operation and Maintenance
PRDs - Permit Registration Documents
QA/QC – Quality Assurance/Quality Control
QSD - Qualified SWPPP Developer
QSP - Qualified SWPPP Practitioner

REAP - Rain Event Action Plan
RL – Reporting Limit
SAFIT – Southwestern Association of Freshwater Invertebrate Taxonomist
SEZ - Stream Environment Zones
SMCLs – Secondary Maximum Contaminant Levels
SMARTS - Storm Water Multi-Application and Report Tracking System
SWAMP – Surface Water Ambient Monitoring Program
STE – Standard Taxonomic Effort
SWPPP - Storm Water Pollution Prevention Plan
USEPA – United States Environmental Protection Agency
WDID - Waste Discharge Identification
WDRs - Waste Discharge Requirements
WQBELs - Water Quality-Based Effluent Limitations
WQOs – Water Quality Objectives
WQS – Water Quality Standards

ATTACHMENT B – GLOSSARY

Active Treatment System (ATS)
A treatment system that employs chemical coagulation, chemical flocculation, or electrocoagulation to aid in the reduction of turbidity caused by fine suspended sediment.

Acute Aquatic Toxicity Test
A test to measure the relative severity of chemical toxicity on aquatic life. For aquatic toxicity, an effect observed within 96 hours or less is considered acute.

Anticipated Precipitation Event
An anticipated storm event is any weather pattern that is forecast to have a 30 percent or greater chance of producing precipitation in the project area, as determined by the precipitation forecast information from the National Weather Service Forecast Office (e.g., by entering the zip code of the project's location at http://www.srh.noaa.gov/forecast).

Approved Signatory
A person who has been authorized by the Legally Responsible Person to sign, certify, and electronically submit Permit Registration Documents, Notices of Termination, and any other documents, reports, or information required by the General Permit, the state or Lahontan Water Board, or USEPA. The Approved Signatory must be one of the following:

1. For a corporation or limited liability company: a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (a) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation or limited liability company; or (b) the manager of the facility if authority to sign documents has been assigned or delegated to the manager of the facility in accordance with corporate procedures;

2. For a partnership or sole proprietorship: a general partner or the proprietor, respectively;

3. For a municipality, state, federal, or other public agency: a principal executive officer, ranking elected official, city manager, council president, or any other authorized public employee with managerial responsibility over the construction or land disturbance project (including, but not limited to, project manager, project superintendent, or resident engineer);

4. For the military: any military officer or Department of Defense civilian, acting in an equivalent capacity to a military officer, who has been designated;

5. For a public university: an authorized university official;

6. For an individual: the individual, because the individual acts as both the Legally Responsible Person and the Approved Signatory; or

7. For any type of entity not listed above (e.g. trusts, estates, receivers): an authorized person with managerial authority over the construction or land disturbance project.

Arithmetic Mean (μ)
Also called the average, is the sum of measured values divided by the number of samples. For ambient water concentrations, the arithmetic mean is calculated as follows:

Arithmetic mean = $\mu = \Sigma x / n$ where: Σx is the sum of the measured ambient water concentrations, and n is the number of samples.

Beneficial Uses
California Water Code defines beneficial uses as those uses of the waters of the state that must be protected against quality degradation as specified in the Basin Plan.

Best Available Technology Economically Achievable (BAT)
As defined by USEPA, BAT is a technology-based standard established by the Clean Water Act as the most appropriate means available on a national basis for controlling the direct discharge of toxic and nonconventional pollutants to navigable waters. The BAT effluent limitations guidelines, in general, represent the best existing performance of treatment technologies that are economically achievable within an industrial point source category or subcategory.

Best Conventional Pollutant Control Technology (BCT)
As defined by USEPA, BCT is a technology-based standard for the discharge from existing industrial point sources of conventional pollutants including biochemical oxygen demand (BOD), total suspended sediment (TSS), fecal coliform, pH, and oil and grease.

Best Management Practices (BMPs)
Storm water control measures including schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States.

Coagulation
The clumping of particles in a discharge to settle out impurities, often induced by chemicals such as lime, alum, and iron salts.

Common Plan of Development
Generally a contiguous area where multiple, distinct construction activities may be taking place at different times under one plan. A plan is generally defined as any piece of documentation or physical demarcation that indicates that construction activities may

occur on a common plot. Such documentation could consist of a tract map, parcel map, demolition plans, grading plans or contract documents. Broad planning documents such as land use master plans, conceptual master plans, or broad-based CEQA or NEPA documents that identify potential projects for an agency or facility are not considered common plans of development.

Compliance Storm Event
The 20-year, 1-hour storm, equal to 1 inch of rainfall during a 1-hour period.

Daily Discharge
The discharge of a pollutant measured during any 24-hour period that reasonably represents a calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the average of the total mass of the pollutant discharged during the day. For pollutants with limitations expressed in other units such as concentration, the daily discharge is calculated as the average measurement of the pollutant throughout the day. The daily discharge may be determined by the analytical results of a composite sample taken over the course of one day (a calendar day or other 24-hour period defined as a day) or by the arithmetic mean of analytical results from one or more grab samples taken over the course of the day from outfalls identified for the project site.

Detected, but Not Quantified (DNQ)
DNQ are those sample results less than the Reporting Limit (RL), but greater than or equal to the laboratory's Method Detection Limit (MDL).

Disturbed Soil Area (DSA)
The total soil disturbance for all construction activities associated with the project. Areas of soil disturbance include but, are not limited to: clearing of the land both for access (i.e., access roads) to the site as well as preparing the site for constructing the project; constructing access roads to the site; grading of the project site in total; equipment staging area, maintenance area, and construction easement if they occur atop a soil surface; material and/or soil stockpiles if atop a soil surface; area of asphalt or concrete pavement removal if it is removed entirely to the soil surface; and area that is related to demolition and removal of existing structures if that demolition and removal is to the soil surface.

Diversion
Activities taken to route flowing water or groundwater around or away from a work site that does not cause a measurable change in water quality upstream or downstream of the work area.

Dewatering
Activities taken to remove excess water in an excavation or impoundment by pumping or other mechanical means. Dewatering fluids generally contain pollutants such as sediment.

Direct Discharge
The addition of any pollutant to waters of the U.S. from any point source including surface runoff that is collected or channeled by human activity; discharges through pipes, sewers, or other conveyances owned by a state, municipality, or other person that do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances leading into a privately owned treatment works.

Discharger
The Legally Responsible Person or entity subject to this General Permit.

Effluent
Any discharge of water by a discharger either to the receiving water or beyond the property boundary controlled by the discharger.

Effluent Limitation
Any numeric or narrative restriction imposed on quantities, discharge rates, or concentrations of pollutants that are discharged beyond a project boundary from point sources into waters of the U.S., the waters of the contiguous zone, or the ocean.

Effluent Limitation Guideline (ELG)
ELGs are U.S. national standards for wastewater discharges to surface waters and publicly owned treatment works. The USEPA issues ELGs for categories of industrial sources of water pollution under the Clean Water Act.

Emergency
A sudden, unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, essential public services, or the environment.

Estimated Chemical Concentration
The estimated chemical concentration that results from the confirmed detection of the substance by the analytical method below the ML value.

Index Period
The period of time during which bioassessment samples must be collected to produce results suitable for assessing the biological integrity of streams and rivers. Instream communities naturally vary throughout the seasons and sampling during the index period ensures that samples are collected during a period when communities are stable such that year to year consistency is obtained. The index period for the Lake Tahoe Hydrologic Unit is July 1 through August 15.

Legally Responsible Person
The Legally Responsible Person (LRP) will typically be the project proponent. The categories of persons or entities that are eligible to serve as the LRP are set forth below. For any construction or land disturbance project where multiple persons or entities are eligible to serve as the LRP, those persons or entities shall select a single LRP. In exceptional circumstances, a person or entity that qualifies as the LRP may

provide written authorization to another person or entity to serve as the LRP. In such a circumstance, the person or entity that provides the authorization retains all responsibility for compliance with the General Permit. Except as provided in category 2(d), a contractor who does not satisfy the requirements of any of the categories below is not qualified to be an LRP.

The following persons or entities may serve as an LRP:

1. A person, company, agency, or other entity that possesses a real property interest (including, but not limited to, fee simple ownership, easement, leasehold, or other rights of way) in the land upon which the construction or land disturbance activities will occur for the regulated site.

2. In addition to the above, the following persons or entities may also serve as an LRP:

   a. For linear underground/overhead projects (LUPs), the utility company, municipality, or other public or private agency that owns or operates the LUP;

   b. For land controlled by an estate or similar entity, the person who has day-to-day control over the land (including, but not limited to, a bankruptcy trustee, receiver, or conservator);

   c. For pollution investigation and remediation projects, any potentially responsible party that has received permission to conduct the project from the holder of a real property interest in the land; or

   d. For U.S. Army Corp of Engineers projects, the U.S. Army Corps of Engineers may provide written authorization to its bonded contractor to serve as the LRP, provided, however, that the U.S. Army Corps of Engineers is also responsible for compliance with the General Permit, as authorized by the Clean Water Act or the Federal Facilities Compliance Act.

Maximum Daily Effluent Limitation (MDEL)
The highest allowable daily discharge of a pollutant, over a calendar day (or 24-hour period). For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the arithmetic mean measurement of the pollutant over the day.

Median
The middle measurement in a set of data. The median of a set of data is found by first arranging the measurements in order of magnitude (either increasing or decreasing order). If the number of measurements (n) is odd, then the median = $X_{(n+1)/2}$. If n is even, then the median = $(X_{n/2} + X_{(n/2)+1})/2$ (i.e., the midpoint between the $n/2$ and $n/2+1$).

Method Detection Limit (MDL)
MDL is the minimum concentration of a substance that can be measured and reported with 99 percent confidence that the analyte concentration is greater than zero, as defined in title 40 of the Code of Federal Regulations, part 136, Attachment B, revised as of July 3, 1999.

Minimum Level (ML)
ML is the concentration at which the entire analytical system must give a recognizable signal and acceptable calibration point. The ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method specified sample weights, volumes, and processing steps have been followed.

Municipal Separate Storm Sewer System (MS4)
A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) which is:

1. owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created pursuant to applicable federal and bi-state laws) having jurisdiction, that discharges to waters of the United States; including special districts under state law such as a sewer district or drainage district, flood control district, Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA;

2. designed or used for collecting or conveying storm water;

3. which is not a combined sewer; and

4. which is not part of a Publicly Owned Treatment Works as defined in 40 CFR 122.2.

New Source Performance Standards
NSPS are pollution control standards issued by the USEPA. NSPS under the CWA set the level of allowable wastewater discharges from new industrial facilities**.**

Non-Storm Water
Any wastewater that is not composed entirely of storm water, as defined below.

Non-Visible Pollutants
Pollutants that cannot be visually observed and are associated with a specific site, material, or activity that can cause a negative impact on water quality. Examples include chlorine, fertilizers, and pesticides/herbicides.

Post-Construction BMPs
Structural and non-structural controls that detain, retain, or reduce the discharge of wastewater and pollutants to receiving waters after final stabilization is attained.

Qualified SWPPP Developer (QSD)
Individual who is authorized to develop and revise SWPPPs.

Qualified SWPPP Practitioner (QSP)
Individual assigned responsibility for non-storm water and storm water visual observations, sampling and analysis, and responsibility to ensure full compliance with the permit and implementation of all elements of the SWPPP and CSMRP.

Rain Event Action Plan (REAP)
A written document specific to each storm event, that when implemented, is designed to protect all exposed portions of the site within 24 hours of any likely precipitation.

Receiving Water
A river, lake, ocean, stream or other watercourse into which effluent is discharged.

Reporting Level (RL)
RL is the ML (and its associated analytical method) chosen by the Discharger for reporting and compliance determination from the MLs included in this General Permit. The MLs included in this General Permit correspond to approved analytical methods for reporting a sample result that are selected by the Lahontan Water Board either from Appendix 4 of the SIP in accordance with section 2.4.2 of the SIP or established in accordance with section 2.4.3 of the SIP. The ML is based on the proper application of method-based analytical procedures for sample preparation and the absence of any matrix interferences. Other factors may be applied to the ML depending on the specific sample preparation steps employed. For example, the treatment typically applied in cases where there are matrix-effects is to dilute the sample or sample aliquot by a factor of ten. In such cases, this additional factor must be applied to the ML in the computation of the RL.

Routine Maintenance
Activities intended to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

Run-on
Waters that originate offsite and flow onto the project site.

Storm Water Multi-Application and Report Tracking System (SMARTS)
The State Water Board's electronic system to manage administrative aspects of this General Permit, including obtaining and terminating coverage, and submitting required data and reports.

Storm Water
Storm water runoff, snow melt runoff, and surface runoff and drainage. It excludes infiltration and runoff from agricultural land.

Structural Controls
Any physical facility designed and constructed to mitigate the adverse impacts of storm water and urban runoff pollution.

Surface Water
All water naturally open to the atmosphere (rivers, lakes, reservoirs, ponds, streams, impoundments, seas, estuaries, etc,).

Waters as used in this General Permit are defined in section 122.2(a) of title 40 of the Code of Federal Regulations (CFR), and include, but are not limited to, wetlands, rivers and streams, either perennial or ephemeral, which flow in natural or artificial watercourses, lakes and impoundments of waters otherwise defined as waters of the US within the State of California

Wadeable Stream
A stream that can be crossed safely by wading during an index period.

Water of the United States
Generally refers to surface waters, as defined by the USEPA in 40 CFR 122.2.

Water Quality Objectives (WQOs)
Water quality objectives are defined in the California Water Code as limits or levels of water quality constituents or characteristics that are established for the reasonable protection of beneficial uses of water or the prevention of nuisance within a specific area.

ATTACHMENT C – CONSTRUCTION SITE MONITORING AND REPORTING PROGRAM (CSMRP)

Title 40 of the Code of Federal Regulations at section 122.48 (40 CFR 122.48) requires that all NPDES permits specify monitoring and reporting requirements. Water Code sections 13267 and 13383 also authorize the Lahontan Water Board to require technical and monitoring reports. This CSMRP establishes minimum monitoring and reporting requirements for this General Permit, which implement the federal and California regulations. Additional monitoring may be required as specified by the Lahontan Water Board Executive Officer.

I. GENERAL MONITORING PROVISIONS

A. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring locations specified below and, unless otherwise specified, before the monitored flow joins or is diluted by any other waste stream, body of water, or substance. Monitoring locations shall be identified in the CSMRP filed as part of the SWPPP with the NOI. Discharge locations may be updated as necessary if certain phases or project segments are completed and permanently stabilized. The updated sampling locations must be maintained in the SWPPP and made available to Lahontan Water Board staff upon request.

B. With the exception of field analysis conducted by Dischargers for turbidity and pH, all laboratories analyzing monitoring samples shall be certified by the State Water Board Division of Drinking Water, in accordance with the provision of Water Code section 13176, and must include quality assurance/quality control data with their reports. Dischargers may conduct their own field analysis of turbidity and pH if the Discharger has sufficient capability (qualified trained employees, properly calibrated and maintained field instruments, etc.) to adequately perform the field analysis.

C. All monitoring instruments and devices used by Dischargers to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy. All flow measurement devices shall be calibrated at least once per year to ensure continued accuracy of the devices.

D. Dischargers shall ensure that all sampling and sample preservation are in accordance with the current edition of “Standard Methods for the Examination of Water and Wastewater” (American Public Health Associate).

E. All sample analyses shall be conducted according to test procedures specified in 40 CFR part 136, or otherwise stated within this Monitoring and Reporting Program.

F. Monitoring results, including non-compliance, shall be reported at intervals and in a manner specified in this Monitoring and Reporting Program.

G. All inspection, maintenance repair and sampling activities at the project location shall be performed or supervised by a Qualified SWPPP Practitioner (QSP) representing the Discharger. The QSP may delegate any or all these activities to an employee appropriately trained to do the task(s). Training documentation must be recorded, maintained with the Storm Water Pollution Prevention Plan (SWPPP), and provided to the Lahontan Water Board upon request.

H. Dischargers are not required to conduct visual inspections or physically collect samples outside of daylight hours, or when conditions exist that would be dangerous to personnel. Dischargers must conduct visual monitoring during daylight hours of any day of the week; however, Dischargers are only required to collect samples for analysis during active business/working days. For projects conducted under a night work schedule, visual inspections and sampling must be conducted during daylight hours at the frequency described above (i.e., visual inspections any day of the week and sampling during days of active work). Winter period (October 16 through April 30) monitoring requirements are also waived if significant environmental impacts would result from road system use to access the activity area, or if worker safety would be compromised. An explanation of the missed monitoring requirements due to these exceptions shall be recorded in writing and provided to Lahontan Water Board staff with the Annual Report.

II. CONSTRUCTION SITE MONITORING AND REPORTING PROGRAM REQUIREMENTS

A. Pursuant to Water Code sections 13383 and 13267, Dischargers subject to this General Permit shall develop and implement a written site-specific Construction Site Monitoring and Reporting Program (CSMRP) in accordance with the requirements of this section. The CSMRP shall be developed prior to the commencement of construction activities, and revised as necessary to reflect project revisions. The CSMRP shall be part of the SWPPP.

B. Dischargers electing to operate an Active Treatment System (ATS) shall develop and implement a supplemental monitoring program for these systems in accordance with the requirements established in Attachment E of this General Permit.

C. The CSMRP shall be developed and implemented to include the monitoring and reporting requirements specified in this CSMRP and shall at a minimum address the following objectives:

1. Demonstrate that the site is in compliance with the discharge prohibitions and applicable effluent limitations.

2. Determine whether non-visible pollutants are present at the construction site and are causing or contributing to exceedances of water quality objectives.

3. Determine whether immediate corrective actions, additional BMPs, or SWPPP revisions are necessary to reduce pollutants in storm water discharges and authorized non-storm water discharges.

4. Determine whether BMPs included in the SWPPP/REAP are effective in preventing or reducing pollutants in storm water discharges and authorized non-storm water discharges.

5. Demonstrate that appropriate sample collection, handling, and analyses procedures are implemented.

III. VISUAL INSPECTIONS

A. During the active construction season (defined as May 1 through October 15 for purposes of this General Permit), an inspection of the construction site shall be made each work day. Dischargers working (under an approved variance) during the period from October 16 through April 30 of the following year shall also conduct inspections on a daily basis. During the winter or inactive period (defined as October 16 through April 30 for purposes of this General Permit), Dischargers must conduct inspections at least once per month during daylight hours unless there is complete snow coverage of the site.

B. During active construction periods, and including Dischargers working (under an approved variance) during the period from October 16 through April 30 of the following year, a construction site inspection shall also be performed within 24 hours prior to an anticipated precipitation event (chance of precipitation as rain is forecasted at 30 percent or greater), daily during extended rain storm events, and within 24 hours after actual rain storm events. These requirements do not apply during snow storm events. Otherwise during the inactive period (October 16 through April 30 the following year), inspections must be conducted only within 24 hours after rain storm events. This requirement does not apply when the inactive site is covered by snow. If Dischargers cannot complete an inspection within the specified time frames, the reason for the delay shall be recorded in writing and maintained with the next inspection report.

C. Inspections shall be performed in accordance with this General Permit, from the commencement of construction activities until termination of coverage under this General Permit. The purpose of the inspections is to

discover potential water quality problems at the construction site so Dischargers can implement corrective measures immediately. The inspections will also be used to document compliance with the conditions of the General Permit and the SWPPP and to evaluate the effectiveness of the SWPPP and the REAP.

D. Inspection procedures shall be specified in the CSMRP. Observations at all designated effluent outfalls and other locations where storm water may discharge from the project boundaries to surface waters or municipal storm sewer systems must be included in the specified procedures. Inspections shall be conducted to identify and report the compliance status for following items, as a minimum:

1. Damage to containment dikes or erosion control fencing.

2. Improperly installed or ineffective erosion control fencing.

3. Unauthorized vehicle access, or vehicle access into designated non-construction areas not subject to disturbance.

4. Boundary fence damage or removal.

5. Disturbed areas with inadequate erosion prevention and sediment control protection.

6. Evidence of any sediment leakage through erosion control fencing or containment dikes.

7. Soil piles and other earthen materials which are unprotected or located in a drainage way.

8. Spilled and improperly stored chemicals, paint, fuel, oil, solvents, sealants, etc.

9. Upstream runoff diversion structures (are in place and operational).

10. Any evidence of sediment tracking from construction equipment.

11. Any signs of soil erosion or deposition down gradient from runoff discharges.

12. Sediment accumulation within onsite storm water drainage control facilities, and facilities in need of maintenance to ensure effectiveness.

13. Any evidence of non-storm water discharges from the project site. The inspection report shall note whether any such discharges are authorized, or are illicit and not authorized. If authorized, the condition of the applicable BMPs must be indicated.

14. Any observed impacts to the receiving water.

E. All inspections shall be recorded and maintained on a construction site inspection form provided as part of the CSMRP. Inspection forms shall be maintained and made available to Lahontan Water Board, State Water Board, or USEPA staff, or designated representative, upon request. At a minimum the following information shall be recorded:

1. Weather conditions at the time of the inspection, including presence or absence of precipitation, estimated time of beginning of storm event, duration of storm event, time elapsed since last storm event, and approximate amount of rainfall in inches.

2. Site information, including stage of construction, activities completed, and approximate area of the site exposed to storm water runoff.

3. A description of BMPs evaluated (i.e., erosion controls, sediment controls, chemical and waste controls, and non-storm water controls) including the locations and any deficiencies noted.

4. Observations of any storm water containment areas to detect leaks and ensure maintenance of adequate freeboard.

5. A description of any non-storm water discharges and spills/leaks observed.

6. Observations at all relevant discharge points and downstream locations in the receiving water, including the presence or absence of floating and suspended materials, sheens, discolorations, turbidity, and odors.

7. Any corrective actions required, including any necessary changes to the SWPPP or REAP and the associated implementation dates.

8. Photographs taken during the inspection, if any.

9. Inspector's name, title, and signature. If the inspector is someone other than the QSP, the QSP must review and certify the accuracy of the inspection record.

10. Corrective actions that have been completed in response to the inspection report and the date that they were completed.

IV. STORM WATER MONITORING

A. Discharge Monitoring Locations

1. Dischargers shall perform sampling and analysis of storm water and non-storm water discharges to characterize discharges associated with construction activity from the entire project disturbed area.

2. Effluent samples shall be collected, at a minimum, at all designated discharge points where storm water and authorized non-storm water is discharged offsite.

3. Dischargers shall ensure that effluent samples are representative of the discharge in each drainage area based on visual observation of the water and upstream conditions.

4. Dischargers shall monitor and report site run-on from surrounding areas if there is a reason to believe run-on may contribute to an effluent limit exceedance. Run-on sampling locations shall be identified in the CSMRP if applicable.

5. Dischargers who deploy an ATS on their site, or a portion of their site, shall collect ATS effluent samples and measurements from the discharge pipe or another location representative of the nature of the discharge.

6. Discharge point monitoring locations shall be identified in the CSMRP and updated if disturbed soil areas change during the course of the project.

B. Receiving Water Monitoring Locations

When receiving water monitoring is determined to apply to the project (see subsection C.3. below), the following shall apply:

1. **Upstream/up-gradient.** Dischargers shall obtain upstream/up-gradient receiving water samples from a representative and accessible location as close as possible to, and upstream from the effluent discharge.

2. **Downstream/down-gradient.** Dischargers shall obtain downstream/down-gradient receiving water samples from a representative and accessible location as close as possible to, and downstream from the effluent discharge.

3. Receiving water monitoring locations shall be identified in the CSMRP.

C. Sampling Requirements

1. **Storm Water Effluent Discharges**

   a. During the active construction season (defined as May 1 through October 15 for purposes of this General Permit), Dischargers shall collect one grab sample from each discharge point where storm water is discharged off the project boundaries and/or to surface waters. A minimum of three samples must be collected for each day that storm water is discharged offsite. If fewer than three discharge points are present at the site, at least three samples shall be collected from the discharge location(s). Dischargers working under an approved variance during the period from October 16 through April 30 of the following year shall also collect samples in accordance with the protocols described above. Samples are only required to be collected during active working/business days.

   b. Samples shall be analyzed onsite for turbidity using portable field instruments calibrated in accordance with manufacturer specifications. If there is a visible oily sheen at any discharge point, a sample shall be collected and analyzed for grease and oil. Samples shall be collected and analyzed, consistent with Table C-1.

2. **Non-visible Pollutants in Effluent**

   Dischargers shall identify in the CSMRP potential non-visible pollutants that may contaminate storm water or non-storm water discharged from the project site (i.e., acids and bases, solvents, lubricants, fertilizers; pollutants known to have been spilled and have contaminated the soil; concrete or soil amendments, such as gypsum, that may result in increased pH). If a breach, malfunction, leakage, or spill is identified that has the potential to result in the discharge of a non-visible pollutant, or the discharge of the non-visible pollutants is expected, Dischargers shall perform sampling for the specific non-visible pollutants at the discharge points corresponding to the applicable drainage area. This includes sampling for pH using a portable field meter when runoff has come into contact with uncured concrete or other materials that could affect the pH of effluent. Dischargers shall also collect and analyze a sample of storm water runoff that has not come into contact with the pollutants of concern for comparison with the non-visible pollutant discharge sample.

   Analyses may include, but are not limited to, indicator parameters such as volatile organic compounds, semi-volatile organic compounds, metals, salts and nutrients such as nitrogen and phosphorus, and other analyses as appropriate. The CSMRP shall specify appropriate

indicator parameters for each non-visible pollutant identified, as well as appropriate analytical methods, detection limits, sampling procedures, and sampling preservation. When possible, these methods should be consistent with 40 CFR part 136 to the maximum extent possible.

For protection of receiving waters the pH of effluent samples should not fall outside of the range of 6.0 to 9.0. This range is set as a numeric action level (NAL). If the pH of effluent is outside of the NAL, Dischargers must investigate the cause of the excursion and implement appropriate corrective measures. If the pH levels are determined to be from natural causes, Dischargers must provide data (e.g., from run-on) to demonstrate this condition.

3. **Receiving Waters**

Receiving water sampling may be required for certain projects such as stream, flood plain, stream environment zone, and other restoration projects where land disturbance is adjacent to surface waters and discrete discharge points and effluent outfalls do not exist. In these cases, receiving water sampling is more appropriate to evaluate potential impacts to water quality and the locations must be identified in the CSMRP in lieu of effluent sampling. For these sites, during the period from May 1 through October 15 of each year, Dischargers shall collect a minimum of three samples per day for each day that storm water or authorized non-storm water is discharged to receiving waters at both upstream locations above the project effects and downstream locations below the project area. Samples shall be analyzed onsite for turbidity using portable field instruments calibrated in accordance with manufacturer specifications. Dischargers working under an approved variance during the period of October 16 through April 30 the following year shall collect samples in accordance with the protocols described above. Samples are only required to be collected during active working/business days. Samples shall be analyzed in accordance with Table C-1. Receiving water sampling does not need to duplicate monitoring requirements if specified separately under a section 401 Water Quality Certification.

4. **Upsets and Unauthorized Discharges**

Receiving water sampling is required if an upset to the storm water controls or other unauthorized effluent is discharged to receiving waters. Samples of the effluent and receiving water, up- and down-stream from the discharge location, must be collected that are representative of the duration and intensity of the discharge. Analyses must be completed in accordance with Table C-1 and include constituents representative of the discharged effluent.

5. **Bioassessments**

Dischargers operating on sites that disturb 30 acres or more of the landscape and have a direct discharge to a wadeable stream or streams shall conduct or participate in benthic macroinvertebrate bioassessment prior to commencement of construction activity, as specified in Attachment C-1.

Table C-1. Monitoring Requirements (May 1 through October 15)

Parameter	Units	Test Method (see notes)	Minimum Detection Limit	Frequency
Turbidity	NTU	1	1 NTU	2
pH	SU	1	0.2 pH	4
Grease and Oil	mg/L	EPA 1664 w/silica gel treatment (SGT)	2 mg/L	3
Non-visible Pollutants		4	4	4
Bioassessment	NA	5	NA	6

Notes:

1 - Shall be field tested with a calibrated portable instrument.

2 - **Effluent**-Minimum of three samples per day storm water is discharged - All designated loctions must be sampled.
Receiving waters – When discharge sampling is determined to be inappropriate, collect three samples per day at designated sampling locations for each day that storm water is discharged to receiving waters.

3 - **Effluent** - When visible sheen is observed at discharge point.
Receiving Water - When upset or unauthorized discharge occurs involving petroleum hydrocarbons

4 - The units, test method, and minimum detection limit shall be identified in the discharger's CSMRP for each non-visible pollutant identified by the discharger. Analytical methods shall be in accordance with 40 CFR Part 136. Monitoring for non-visible pollutants shall be conducted as specified in section IV.C.2 of this MRP (when suspected in the discharge or when the potential to discharge has been determined).

5 - The current SAFIT STEs (November 28, 2006) list requirements for both the Level I and Level II taxonomic effort, and area located at http://www.swrcb.ca.gov/swamp/docs/safit/ste_list.pdf. When new editions are published by SAFIT, they will supersede all previous editions. All editions will be posted at the State Water Board's SWAMP website.

6 - Applicable only to dischargers with a total project-related ground disturbance of 30 acres or more and a direct discharge to a receiving water. See Attachment C-1.

V. GENERAL REPORTING REQUIREMENTS

A. All data and reports must be submitted through the SMARTS and be certified by the LRP or an approved signatory.

B. All turbidity and pH analytical results collected from field instruments must be reported within five days after storm event conclusion. All other results determined by an analytical laboratory must be submitted within five days of receipt of the results from the laboratory.

C. Dischargers shall report with each sample result the applicable reported Minimum Level (ML) and the current Method Detection Limit (MDL), as determined by the procedure in 40 CFR part 136.

D. Dischargers shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

1. Sample results greater than or equal to the reported ML shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).

2. Sample results less than the reporting limit (RL), but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified," or DNQ. The estimated chemical concentration of the sample shall also be reported.

3. For the purposes of data collection, the laboratory shall write the estimated chemical concentration next to DNQ as well as the words "Estimated Concentration" (may be shortened to "Est. Conc."). The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy (+ a percentage of the reported value), numerical ranges (low to high), or any other means considered appropriate by the laboratory.

E. Dischargers are to instruct laboratories to establish calibration standards so that the ML value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time are Dischargers to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.

VI. TWENTY-FOUR-HOUR REPORTING

Dischargers shall immediately notify the Lahontan Water Board orally within 24 hours whenever an adverse condition occurs as a result of a discharge. An adverse condition includes, but is not limited to, a violation or threatened violation of the conditions of this General Permit, significant spills of

petroleum products or toxic chemicals, or damage to control facilities that could affect compliance pursuant to section 13267(b) of the California Water Code, a written notification of the adverse condition shall be submitted to the Lahontan Water Board within five (5) business days of occurrence. The written notification shall identify the adverse conditions, describe the actions necessary to remedy the condition and/or the actions implemented to abate the problem from continuing, and specify a timetable, subject to the modifications of the Lahontan Water Board, for remedial actions.

In the event that sampling results exceed any applicable NEL, Dischargers shall orally notify the Lahontan Water Board within 24 hours after the NEL exeedance has been identified and electronically submit all storm event sampling results through the SMARTS within five (5) business days after the NEL exceedance has been identified.

VII. ANNUAL REPORT

On or before **November 30** of each year, Dischargers shall prepare and electronically submit through the SMARTS an Annual Report for the period of October 16 of the previous year through October 15 of the current year. The SMARTS reporting module requests the following information:

A. The project name and location.

B. Any significant problem(s) which occurred during project construction and remedial measures planned or implemented.

C. A summary and evaluation of all sampling and analysis results, including copies of laboratory reports and rain gauge measurements, from monitoring activities conducted pursuant to section IV of this CSMRP.

D. A certified statement indicating whether or not the site has been winterized in accordance with BMPs for erosion prevention and sediment control.

E. Documentation of required QSP certifications and personnel training. Personnel training records shall be maintained on site and include, at a minimum, signed attendance sheets and agendas from pre-construction meetings covering SWPPP requirements. Additional information or training may be recorded as appropriate. The intent of this requirement is to ensure that all construction personnel are educated on their responsibilities for controlling pollutants in storm water and non-storm water discharges.

F. A certified statement indicating whether or not the project site is in compliance with the conditions of the General Permit and the SWPPP. This certification shall be signed by a Qualified SWPPP Practitioner (QSP). This certification should be based upon site inspections required in section III of this CSMRP.

VIII. MONITORING AND REPORTING REQUIREMENTS FOR RESTORATION PROJECTS

Because restoration projects are often executed to improve existing water quality conditions, it is necessary to monitor restoration project effectiveness. Monitoring information can also identify project and/or construction method strengths and weaknesses. This knowledge can feedback into the maintenance of the existing system and also be applied to future water quality improvement projects.

To monitor the success of the restoration of a disturbed area, the project proponent shall submit a detailed Restoration Monitoring Plan as part of the CSMRP with annual performance criteria for the review and approval of the Lahontan Water Board staff. The Restoration Monitoring Plan shall include a contingency plan for actions to be taken if performance criteria are not met.

Ideally, pre- and post-construction monitoring is required to best evaluate the success of the restoration project. Monitoring should include, but not be limited to, assessments of vegetative cover and water quality and quantity measurements. Where appropriate, monitoring should also include up-gradient and down-gradient sampling of water entering a pretreatment system (sediment can, sand and oil trap).

Recommendations for a Restoration Monitoring Plan include the following (need not duplicate monitoring set as part of a section 401 Water Quality Certification, if applicable to the project):

A. Pre- and Post-project surveys of vegetative cover at a representative scale for the site, including an inventory of species diversity and an assessment of the restored soil's ability to infiltrate runoff;

B. Pre- and Post-project cross-sectional surveys of stream channel dimensions and elevations (if applicable);

C. Post-project monitoring of the planting survival;

D. Photo survey including photo-point locations of the disturbed/restored area.

E. Pre- and post-project groundwater level measurements from at least two piezometers installed for observing groundwater levels;

F. Site assessments of the success of the implemented erosion and sediment control measures;

G. Water quality analyses to include Total N, Total P, Conductivity, and Turbidity at a minimum, in addition to other required sampling under this General Permit.

ATTACHMENT C-1 – BIOASSESSMENT MONITORING GUIDELINES

Bioassessment monitoring is required for projects that meet all of the following criteria:

1. The project directly discharges runoff to a freshwater wadeable stream (or streams) that is either: (a) listed by the State Water Board or USEPA as impaired due to sediment, and/or (b) tributary to any downstream water body that is listed for sediment; and/or have the beneficial use SPAWN & COLD & MIGRATORY

AND

2. Total project-related ground disturbance exceeds 30 acres. For all such projects, Dischargers shall conduct bioassessment monitoring, as described in this section, to assess the effect of the project on the biological integrity of receiving waters.

Bioassessment shall include:

1. The collection and reporting of specified instream biological data.

2. The collection and reporting of specified instream physical habitat data.

Bioassessment Exception

1. If a site qualifies for bioassessment, but the construction schedule does not allow for pre-construction sampling within the index period, Dischargers shall:

2. Receive Lahontan Water Board approval for the sampling exception.

3. Invest $7,500.00 times the number of samples required into the SWAMP program as compensation.

4. Make a check payable to: Cal State Chico Foundation (SWAMP Bank Account) or San Jose State Foundation (SWAMP Bank Account) and include the WDID number on the check for the amount calculated for the exempted project.

5. Send a copy of the check to the Lahontan Water Board office.

Bioassessment and Physical Habitat Protocols

1. Site Locations and Frequency. Macroinvertebrate samples shall be collected both before ground disturbance is initiated and after the project is completed. The “after” sample(s) shall be collected after at least one winter season resulting in surface runoff has transpired after project-related ground disturbance has ceased. “Before” and “after” samples shall be collected both upstream and downstream of the project’s discharge. Upstream samples should be taken immediately before the sites outfall and downstream samples should be taken immediately after the outfall (when safe to collect the samples). Samples should be collected for each freshwater wadeable stream that is listed as impaired due to sediment,

or tributary to a water body that is listed for sediment. Habitat assessment data shall be collected concurrently with all required macroinvertebrate samples.

2. Index Period. Macroinvertebrate sampling must be conducted between July 1 and August 31, depending on flow conditions (i.e., sampling should occur earlier during the index period in dry years, and later in wet years, but always within the July-August index period).

3. Field Methods. In collecting macroinvertebrate samples and assessing physical habitat, Dischargers shall conduct activities in accordance with the State Water Board's Surface Water Ambient Monitoring Program (SWAMP) protocol "*Collecting Benthic Macroinvertebrate Samples & Associated Physical and Chemical Data for Ambient Bioassessments in California – Standard Operating Procedures Manual.*[1]

4. Laboratory Methods. Macroinvertebrates must be identified and classified according to the Standard Taxonomic Effort (STE) Level 2 of the Southwestern Association of Freshwater Invertebrate Taxonomists (SAFIT),[2] and using a fixed-count of 600 organisms per sample. Organisms of the family *Chironomidae* may be identified to the less-intensive level of subfamily.

5. Quality Assurance. Dischargers or their consultant(s) must have and follow a quality assurance (QA) plan that covers the required bioassessment monitoring. The QA plan must include, or be supplemented to include, a specific requirement for external QA checks (i.e., verification of taxonomic identifications and correction of data where errors are identified). External QA checks must be performed on one of the Discharger's macroinvertebrate samples collected per calendar year, or ten percent of the samples per year (whichever is greater). QA samples must be randomly selected. The external QA checks must be paid for by Dischargers, and performed by the California Department of Fish and Wildlife's Aquatic Bioassessment Laboratory. An alternate laboratory with equivalent or better expertise and performance may be used if approved in writing by Lahontan Water Board staff. A copy of the QA plan must be provided to Lahontan Water Board staff upon request.

6. Sample Preservation and Archiving. For purposes of this CSMRP, the quoted terms are described as follows: The "original sample material" is that material (i.e., macroinvertebrates, organic material, gravel, etc.) remaining after the subsample has been removed for identification. The "remaining subsampled material" is that material (e.g., organic material, gravel, etc.) that remains after the organisms to be identified have been removed from the subsample for identification. (Generally, no macroinvertebrates are present in the remaining subsampled material, but this needs to be verified via QA completeness checks.) The "identified organisms" are those organisms within the subsample that are specifically identified and counted.

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[1] Document may be found on the SWAMP website at http://www.waterboards.ca.gov/water_issues/programs/swamp/tools.shtml#methods

[2] The STEs developed and maintained by SAFIT list the requirements for Level I and Level II taxonomic effort, and are located at: http://www.safit.org/ste.html. When new editions are published by SAFIT, they will supersede all previous editions. All editions will be posted at SAFIT's website.

The original sample material must be stored in 70 percent ethanol and retained by Dischargers until: 1) all QA analyses specified herein and in the relevant QA plan are completed; and 2) any data corrections and/or re-analyses recommended by the external QA laboratory have been implemented. The remaining subsampled material must be stored in 70 percent ethanol and retained until completeness checks have been performed according to the relevant QA plan. The identified organisms must be stored in 70 percent ethanol, in separate glass vials for each final ID taxon. (For example, a sample with 45 identified taxa would be archived in a minimum of 45 vials, each containing all individuals of the identified taxon.) Each of the vials containing identified organisms must be labeled with taxonomic information (i.e., taxon name, organism count) and collection information (i.e., site name/site code, waterbody name, date collected, collection method). The identified organisms must be archived (i.e., retained) by Dischargers for a period of not less than three years from the date that all QA steps are completed, and must be checked at least once per year and "topped off" with ethanol to prevent desiccation. The identified organisms must be relinquished to the Lahontan Water Board upon request by any Lahontan Water Board staff.

7. Data Submittal. The macroinvertebrate results and other site and method details (i.e., site name, location coordinates, sample date/time, taxonomic identifications consistent with the specified SAFIT STEs, number of organisms within each taxa, etc.), must be submitted to the Lahontan Water Board in electronic format using a completed Surface Water Ambient Monitoring Program (SWAMP) "Taxonomy Results Template" for Benthic-Bioassessment-Algae. The most current version of SWAMP's Taxonomy Results Template (or an equivalent template compatible with the California Environmental Data Exchange Network, "CEDEN") must be used.

8. Invasive Species Prevention. In conducting the required bioassessment monitoring, Dischargers and their consultants must take all reasonable precautions to prevent the introduction or spread of aquatic invasive species. At minimum, Dischargers and their consultants must follow the recommendations of the California Department of Fish and Wildlife to minimize the introduction or spread of the New Zealand mudsnail.

ATTACHMENT D – STANDARD PROVISIONS

I. STANDARD PROVISIONS – PERMIT COMPLIANCE

A. Duty to Comply

1. The Discharger must comply with all of the conditions of this General Permit. Any noncompliance constitutes a violation of the Clean Water Act (CWA) and the California Water Code and is grounds for enforcement action, for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. (40 CFR 122.41(a).)

2. The Discharger shall comply with effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants and with standards for sewage sludge use or disposal established under Section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions, even if this Order has not yet been modified to incorporate the requirement. (40 CFR 122.41(a)(1).)

B. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a Discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this Order. (40 CFR 122.41(c).)

C. Duty to Mitigate

The Discharger shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this Order that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d).)

D. Proper Operation and Maintenance

The Discharger shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Discharger to achieve compliance with the conditions of this Order. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems that are installed by a Discharger only when necessary to achieve compliance with the conditions of this Order. (40 CFR 122.41(e).)

E. Property Rights

1. This Order does not convey any property rights of any sort or any exclusive privileges. (40 CFR 122.41(g).)

2. The issuance of this Order does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations. (40 CFR 122.5(c).)

F. Inspection and Entry

The Discharger shall allow the Lahontan Water Board, State Water Board, United States Environmental Protection Agency (USEPA), and/or their authorized representatives (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents, as may be required by law, to (40 CFR 122.41(i); Wat. Code, § 13383):

1. Enter upon the Discharger's premises where a regulated facility or activity is located or conducted, or where records are kept under the conditions of this Order (40 CFR 122.41(i)(1));

2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order (40 CFR 122.41(i)(2));

3. Inspect and photograph, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order (40 CFR 122.41(i)(3)); and

4. Sample or monitor, at reasonable times, for the purposes of assuring Order compliance or as otherwise authorized by the CWA or the Water Code, any substances or parameters at any location. (40 CFR 122.41(i)(4).)

G. Bypass

1. Definitions

   "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i).)

   "Severe property damage" means substantial physical damage to property, damage to the treatment facilities, which causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii).)

2. Bypass not exceeding limitations. The Discharger may allow any bypass to occur which does not cause exceedances of effluent limitations, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions listed in Standard Provisions – Permit Compliance I.G.3, I.G.4, and I.G.5 below. (40 CFR 122.41(m)(2).)

3. Prohibition of bypass. Bypass is prohibited, and the Lahontan Water Board may take enforcement action against a Discharger for bypass, unless (40 CFR 122.41(m)(4)(i)):

   a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage (40 CFR 122.41(m)(4)(i)(A));

   b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance (40 CFR 122.41(m)(4)(i)(B)); and

   c. The Discharger submitted notice to the Lahontan Water Board as required under Standard Provisions – Permit Compliance I.G.5 below. (40 CFR 122.41(m)(4)(i)(C).)

4. The Lahontan Water Board may approve an anticipated bypass, after considering its adverse effects, if the Lahontan Water Board determines that it will meet the three conditions listed in Standard Provisions – Permit Compliance I.G.3 above. (40 CFR 122.41(m)(4)(ii).)

5. Notice

   a. Anticipated bypass. If the Discharger knows in advance of the need for a bypass, it shall submit a notice, if possible at least 10 days before the date of the bypass. (40 CFR 122.41(m)(3)(i).)

   b. Unanticipated bypass. The Discharger shall submit notice of an unanticipated bypass as required in Standard Provisions - Reporting V.E below (24-hour notice). (40 CFR 122.41(m)(3)(ii).)

H. Upset

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the Discharger. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation. (40 CFR 122.41(n)(1).)

1. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of Standard Provisions – Permit Compliance I.H.2 below are met. No determination made during administrative review of

claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review. (40 CFR 122.41(n)(2).)

2. Conditions necessary for a demonstration of upset. A Discharger who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that (40 CFR 122.41(n)(3)):

   a. An upset occurred and that the Discharger can identify the cause(s) of the upset (40 CFR 122.41(n)(3)(i));

   b. The permitted facility was, at the time, being properly operated (40 CFR 122.41(n)(3)(ii));

   c. The Discharger submitted notice of the upset as required in Standard Provisions – Reporting V.E.2.b below (24-hour notice) (40 CFR 122.41(n)(3)(iii)); and

   d. The Discharger complied with any remedial measures required under Standard Provisions – Permit Compliance I.C above. (40 CFR 122.41(n)(3)(iv).)

3. Burden of proof. In any enforcement proceeding, the Discharger seeking to establish the occurrence of an upset has the burden of proof. (40 CFR 122.41(n)(4).)

II. STANDARD PROVISIONS – PERMIT ACTION

A. General

This Order may be modified, revoked and reissued, or terminated for cause. The filing of a request by the Discharger for modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any Order condition. (40 CFR 122.41(f).)

B. Duty to Reapply

If the Discharger wishes to continue an activity regulated by this Order after the expiration date of this Order, the Discharger must apply for and obtain a new permit. (40 CFR 122.41(b).)

C. Transfers

This Order is not transferable to any person except after notice to the Lahontan Water Board. The Lahontan Water Board may require modification or revocation and reissuance of the Order to change the name of the Discharger and

incorporate such other requirements as may be necessary under the CWA and the Water Code. (40 CFR 122.41(l)(3); § 122.61.)

III. STANDARD PROVISIONS – MONITORING

A. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. (40 CFR 122.41(j)(1).)

B. Monitoring results must be conducted according to test procedures under Part 136 or, in the case of sludge use or disposal, approved under Part 136 unless otherwise specified in Part 503 unless other test procedures have been specified in this Order. (40 CFR 122.41(j)(4); § 122.44(i)(1)(iv).)

IV. STANDARD PROVISIONS – RECORDS

A. Except for records of monitoring information required by this Order related to the Discharger's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by Part 503), the Discharger shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Order, and records of all data used to complete the application for this Order, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Lahontan Water Board Executive Officer at any time. (40 CFR 122.41(j)(2).)

Records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements (40 CFR 122.41(j)(3)(i));
2. The individual(s) who performed the sampling or measurements (40 CFR 122.41(j)(3)(ii));
3. The date(s) analyses were performed (40 CFR 122.41(j)(3)(iii));
4. The individual(s) who performed the analyses (40 CFR 122.41(j)(3)(iv));
5. The analytical techniques or methods used (40 CFR 122.41(j)(3)(v)); and
6. The results of such analyses. (40 CFR 122.41(j)(3)(vi).)

Claims of confidentiality for the following information will be denied (40 C.F.R. § 122.7(b)):

1. The name and address of any permit applicant or Discharger (40 CFR 122.7(b)(1)); and

2. Permit applications and attachments, permits and effluent data. (40 CFR 122.7(b)(2).)

V. STANDARD PROVISIONS – REPORTING

A. Duty to Provide Information

The Discharger shall furnish to the Lahontan Water Board, State Water Board, or USEPA within a reasonable time, any information which the Lahontan Water Board, State Water Board, or USEPA may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order or to determine compliance with this Order. Upon request, the Discharger shall also furnish to the Lahontan Water Board, State Water Board, or USEPA copies of records required to be kept by this Order. (40 CFR 122.41(h); Wat. Code, § 13267.)

B. Signatory and Certification Requirements

1. All applications, reports, or information submitted to the Lahontan Water Board, State Water Board, and/or USEPA shall be signed and certified in accordance with Standard Provisions – Reporting V.B.2, V.B.3, V.B.4, V.B.5, V.B.6, and V.B.7 below. (40 CFR 122.41(k).)

2. For a corporation, all permit applications shall be signed by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (i) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. (40 CFR 122.22(a)(1).)

3. For a partnership or sole proprietorship, all permit applications shall be signed by a general partner or the proprietor, respectively. (40 CFR 122.22(a)(2).)

4. For a municipality, State, federal, or other public agency, all permit applications shall be signed by either a principal executive officer or ranking elected official. For purposes of this provision, a principal executive officer of a federal agency includes: (i) the chief executive officer of the agency, or (ii) a

senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of USEPA). (40 CFR 122.22(a)(3).).

5. All reports required by this Order and other information requested by the Lahontan Water Board, State Water Board, or USEPA shall be signed by a person described in Standard Provisions – Reporting V.B.2, 3, or 4 above, as appropriate, or by a duly authorized representative of that person. A person is a duly authorized representative only if:

a. The authorization is made in writing by a person described in Standard Provisions – Reporting V.B.2, 3, or 4 above, as appropriate (40 CFR 122.22(b)(1));

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) (40 CFR 122.22(b)(2)); and

c. The written authorization is submitted to the Lahontan Water Board and State Water Board. (40 CFR 122.22(b)(3).)

6. If an authorization under Standard Provisions – Reporting V.B.5 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Standard Provisions – Reporting V.B.5 above must be submitted to the Lahontan Water Board and State Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative. (40 CFR 122.22(c).)

7. Any person signing a document under Standard Provisions – Reporting V.B.2, 3, 4, or 5 above shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." (40 CFR 122.22(d).)

Monitoring Reports

1. Monitoring results shall be reported at the intervals specified in the Monitoring and Reporting Program (Attachment E) in this Order. (40 CFR 122.22(l)(4).)

2. Monitoring results must be reported on a Discharge Monitoring Report (DMR) form or forms provided or specified by the Lahontan Water Board or State Water Board for reporting results of monitoring of sludge use or disposal practices. (40 CFR 122.41(l)(4)(i).)

3. If the Discharger monitors any pollutant more frequently than required by this Order using test procedures approved under Part 136 or, in the case of sludge use or disposal, approved under Part 136 unless otherwise specified in Part 503, or as specified in this Order, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Lahontan Water Board. (40 CFR 122.41(l)(4)(ii).)

4. Calculations for all limitations, which require averaging of measurements, shall utilize an arithmetic mean unless otherwise specified in this Order. (40 CFR 122.41(l)(4)(iii).)

24-Hour Reporting

1. The Discharger shall report any noncompliance that may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the Discharger becomes aware of the circumstances. A written submission shall also be provided within five (5) business days of the time the Discharger becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. (40 CFR 122.41(l)(6)(i).)

2. The following shall be included as information that must be reported within 24 hours under this paragraph (40 CFR 122.41(l)(6)(ii)):

   a. Any unanticipated bypass that exceeds any effluent limitation in this Order. (40 CFR 122.41(l)(6)(ii)(A).)

   b. Any upset that exceeds any effluent limitation in this Order. (40 CFR 122.41(l)(6)(ii)(B).)

3. The Lahontan Water Board may waive the above-required written report under this provision on a case-by-case basis if an oral report has been received within 24 hours. (40 CFR 122.41(l)(6)(iii).)

Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this Order, shall be submitted no later than 14 days following each schedule date. (40 CFR 122.41(l)(5).)

Planned Changes

The Discharger shall give notice to the Lahontan Water Board as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required under this provision only when (40 CFR 122.41(l)(1)):

1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in section 122.29(b) (40 CFR 122.41(l)(1)(i)); or

2. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are not subject to effluent limitations in this Order. (40 CFR 122.41(l)(1)(ii).)

3. The alteration or addition results in a significant change in the Discharger's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 CFR 122.41(l)(1)(iii).)

Anticipated Noncompliance

The Discharger shall give advance notice to the Lahontan Water Board or State Water Board of any planned changes in the permitted facility or activity that may result in noncompliance with General Order requirements. (40 CFR 122.41(l)(2).)

Other Noncompliance

The Discharger shall report all instances of noncompliance not reported under Standard Provisions – Reporting V.C, V.D, and V.E above at the time monitoring reports are submitted. The reports shall contain the information listed in Standard Provision – Reporting V.E above. (40 CFR 122.41(l)(7).)

Other Information

When the Discharger becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Lahontan Water Board, State Water Board, or USEPA, the

Discharger shall promptly submit such facts or information. (40 CFR 122.41(l)(8).)

VI. STANDARD PROVISIONS – ENFORCEMENT

A. The Lahontan Water Board is authorized to enforce the terms of this General Permit under several provisions of the Water Code, including, but not limited to, sections 13385, 13386, and 13387.

ATTACHMENT E – ACTIVE TREATMENT SYSTEM (ATS) REQUIREMENTS

Table 1 – Numeric Effluent Limitations, Numeric Action Levels, Test Methods, Detection Limits, and Reporting Units

Parameter	Test Method	Discharge Type	Min. Detection Limit	Units	Numeric Action Level	Numeric Effluent Limitation
Turbidity	EPA 0180.1 and/or field test with a calibrated portable instrument	For ATS discharges	1	NTU	N/A	≤ 10 NTU for Daily Flow-Weighted Average & ≤ 20 NTU for Any Single Sample

A. Dischargers choosing to implement an Active Treatment System (ATS) on their site shall comply with all of the requirements in this Attachment.

B. Dischargers shall maintain a paper copy of each ATS specification onsite in compliance with the record retention requirements in the Special Provisions of this General Permit.

C. ATS Design, Operation and Submittals

1. The ATS shall be designed and approved by a Certified Professional in Erosion and Sediment Control (CPESC), a Certified Professional in Storm Water Quality (CPSWQ); a California registered civil engineer; or any other California registered engineer.

2. Dischargers shall ensure that the ATS is designed in a manner to preclude the accidental discharge of settled floc[1] during floc pumping or related operations.

3. Dischargers shall design outlets to dissipate energy from concentrated flows.

4. Dischargers shall install and operate an ATS by assigning a lead person (or project manager) who has either a minimum of five years construction storm

[1] Floc is defined as a clump of solids formed by the chemical action in ATS systems.

water experience or who is a licensed contractor specifically holding a California Class A Contractors license.[2]

5. Dischargers shall prepare an ATS Plan that combines the site-specific data and treatment system information required to safely and efficiently operate an ATS. The ATS Plan shall be electronically submitted to the State Water Board at least 14 days prior to the planned operation of the ATS and a paper copy shall be available onsite during ATS operation. At a minimum, the ATS Plan shall include:

    a. ATS Operation and Maintenance Manual for All Equipment.

    b. ATS Monitoring, Sampling & Reporting Plan, including Quality Assurance/Quality Control (QA/QC).

    c. ATS Health and Safety Plan.

    d. ATS Spill Prevention Plan.

6. The ATS shall be designed to capture and treat (within a 72-hour period) a volume equivalent to the runoff from a 10-year, 24-hour storm event using a watershed runoff coefficient of 1.0.

D. Treatment – Chemical Coagulation/Flocculation

1. Jar tests shall be conducted using water samples selected to represent typical site conditions and in accordance with ASTM D2035-08 (2003).

2. Dischargers shall conduct, at a minimum, six site-specific jar tests (per polymer with one test serving as a control) for each project to determine the proper polymer and dosage levels for their ATS.

3. Single field jar tests may also be conducted during a project if conditions warrant. For example, if construction activities disturb changing types of soils, which consequently cause change in storm water and runoff characteristics.

E. Residual Chemical and Toxicity Requirements

1. Dischargers shall utilize a residual chemical test method that has a method detection limit (MDL) of 10 percent or less than the maximum allowable threshold

[2] Business and Professions Code Division 3, Chapter 9, Article 4, Class A Contractor: A general engineering contractor is a contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill.

concentration[3] (MATC) for the specific coagulant in use and for the most sensitive species of the chemical used.

2. Dischargers shall utilize a residual chemical test method that produces a result within one hour of sampling.

3. Dischargers shall have a California state certified laboratory validate the selected residual chemical test. Specifically the lab will review the test protocol, test parameters, and the detection limit of the coagulant. Dischargers shall electronically submit this documentation as part of the ATS Plan.

4. If Dischargers cannot utilize a residual chemical test method that meets the requirements above, Dischargers shall operate the ATS in Batch Treatment[4] mode.

5. Dischargers planning to operate in Batch Treatment mode shall perform toxicity testing in accordance with the following:

   a. Dischargers shall initiate acute toxicity testing on effluent samples representing effluent from each batch prior to discharge[5]. All bioassays shall be sent to a laboratory certified by the State Water Board Division of Drinking Water Environmental Laboratory Accreditation Program (ELAP). The required field of testing number for Whole Effluent Toxicity (WET) testing is E113.

   b. Acute toxicity tests shall be conducted with the following species and protocols. The methods to be used in the acute toxicity testing shall be those outlined for a 96-hour acute test in "Methods for Measuring the Acute Toxicity of Effluents and Receiving Water to Freshwater and Marine Organisms, USEPA-841-R-02-012" for Fathead minnow, *Pimephales promelas* (fathead minnow). Acute toxicity for *Oncorhynchus mykiss* (Rainbow Trout) may be used as a substitute for testing fathead minnows.

   c. All toxicity tests shall meet quality assurance criteria and test acceptability criteria in the most recent versions of the USEPA test method for WET testing.

   d. Dischargers shall electronically report all acute toxicity testing.

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[3] The Maximum Allowable Threshold Concentration (MATC) is the allowable concentration of residual, or dissolved, coagulant/flocculant in effluent. The MATC shall be coagulant/flocculant-specific, and based on toxicity testing conducted by an independent, third-party laboratory. A typical MATC would be:
The MATC is equal to the geometric mean of the NOEC (No Observed Effect Concentration) and LOEC (Lowest Observed Effect Concentration) Acute and Chronic toxicity results for most sensitive species determined for the specific coagulant. The most sensitive species test shall be used to determine the MATC.

[4] Batch Treatment mode is defined as holding or recirculating the treated water in a holding basin or tank(s) until treatment is complete or the basin or storage tank(s) is full.

[5] This requirement only requires that the test be initiated prior to discharge.

F. Filtration

1. The ATS shall include a filtration step between the coagulant treatment train and the effluent discharge. This is commonly provided by sand, bag, or cartridge filters, which are sized to capture suspended material that might pass through the clarifier tanks.

2. Differential pressure measurements shall be taken to monitor filter loading and confirm that the final filter stage is functioning properly.

G. Residuals Management

1. Sediment shall be removed from the storage or treatment cells as necessary to ensure that the cells maintain their required water storage (i.e., volume) capability.

2. Handling and disposal of all solids generated during ATS operations shall be done in accordance with all local, state, and federal laws and regulations.

H. ATS Instrumentation

1. The ATS shall be equipped with instrumentation that automatically measures and records effluent water quality data and flow rate.

2. The minimum data recorded shall be consistent with the Monitoring and Reporting requirements below, and shall include:

   a. Influent Turbidity

   b. Effluent Turbidity

   c. Influent pH

   d. Effluent pH

   e. Residual Chemical

   f. Effluent Flow Rate

   g. Effluent Flow Volume

3. Systems shall be equipped with a data recording system, such as data loggers or webserver-based systems, which records each measurement on a frequency no longer than once every 15 minutes.

4. Cumulative flow volume shall be recorded daily. The data recording system shall have the capacity to record a minimum of seven days continuous data.

5. Instrumentation systems shall be interfaced with system control to provide auto shutoff or recirculation in the event that effluent measurements exceed turbidity or pH.

6. The system shall also assure that upon system upset, power failure, or other catastrophic event, the ATS will default to a recirculation mode or safe shut down.

7. Instrumentation (flow meters, probes, valves, streaming current detectors, controlling computers, etc.) shall be installed and maintained per manufacturer's recommendations, which shall be included in the QA/QC plan.

8. The QA/QC plan shall also specify calibration procedures and frequencies, instrument method detection limit or sensitivity verification, laboratory duplicate procedures, and other pertinent procedures.

9. The instrumentation system shall include a method for controlling coagulant dose, to prevent potential overdosing. Available technologies include flow/turbidity proportional metering, periodic jar testing and metering pump adjustment, and ionic charge measurement controlling the metering pump.

I. ATS Effluent Discharge

1. ATS effluent shall comply with all provisions and prohibitions in this General Permit, specifically the NELs.

2. NELs for discharges from an ATS:

   a. Turbidity of all ATS discharges shall be less than 10 NTU for daily flow-weighted average of all samples and 20 NTU for any single sample.

   b. Residual Chemical shall be less than 10 percent of MATC[6] for the most sensitive species of the chemical used.

3. If an analytical effluent sampling result is outside the range of pH NELs (i.e., is below the lower NEL for pH or exceeds the upper NEL for pH) or exceeds the turbidity NEL (as listed in Table 1), Dischargers are in violation of this General

[6] The Maximum Allowable Threshold Concentration (MATC) is the allowable concentration of residual, or dissolved, coagulant/flocculant in effluent. The MATC shall be coagulant/flocculant-specific, and based on toxicity testing conducted by an independent, third-party laboratory. The MATC is equal to the geometric mean of the NOEC (No Observed Effect Concentration) and LOEC (Lowest Observed Effect Concentration) Acute and Chronic toxicity results for most sensitive species determined for the specific coagulant. The most sensitive species test shall be used to determine the MATC.

Permit and shall electronically file the results in violation within 24 hours of obtaining the results.

4. If ATS effluent is authorized to discharge into a sanitary sewer system, Dischargers shall comply with any pre-treatment requirements applicable for that system. Dischargers shall include any specific criteria required by the municipality in the ATS Plan.

5. Compliance Storm Event:

   Discharges of storm water from ATS shall comply with applicable NELs (above) unless the storm event causing the discharges is determined after the fact to be equal to or larger than the Compliance Storm Event. The Compliance Storm Event for ATS discharges is the 20-year, 1-hour storm, which is equal to 1 inch of rainfall in a 1-hour period. This exemption is dependent on the submission of rain gauge data verifying the storm event is equal to or larger than the Compliance Storm.

J. Operation and Maintenance Plan

1. Each project shall have a site-specific Operation and Maintenance (O&M) Manual covering the procedures required to install, operate and maintain the ATS.[7]

2. The O&M Manual shall only be used in conjunction with appropriate project-specific design specifications that describe the system configuration and operating parameters.

3. The O&M Manual shall have operating manuals for specific pumps, generators, control systems, and other equipment.

K. Sampling and Reporting Quality Assurance/ Quality Check (QA/QC) Plan

A project-specific QA/QC Plan shall be developed for each project. The QA/QC Plan shall include at a minimum:

1. Calibration – Calibration methods and frequencies for all system and field instruments shall be specified.

2. Method Detection Limits (MDLs) – The methods for determining MDLs shall be specified for each residual coagulant measurement method. Acceptable minimum MDLs for each method, specific to individual coagulants, shall be specified.

[7] The manual is typically in a modular format covering generalized procedures for each component that is utilized in a particular system.

3. Laboratory Duplicates – Requirements for monthly laboratory duplicates for residual coagulant analysis shall be specified.

L. Personnel Training

1. Operators shall have training specific to using an ATS and liquid coagulants for storm water discharges in California.

2. The training shall be in the form of a formal class with a certificate and requirements for testing and certificate renewal.

3. Training shall include a minimum of eight hours classroom and 32 hours field training. The course shall cover the following topics:

    a. Coagulation Basics –Chemistry and physical processes

    b. ATS System Design and Operating Principles

    c. ATS Control Systems

    d. Coagulant Selection – Jar testing, dose determination, etc.

    e. Aquatic Safety/Toxicity of Coagulants, proper handling and safety

    f. Monitoring, Sampling, and Analysis

    g. Reporting and Recordkeeping

    h. Emergency Response

M. Active Treatment System (ATS) Monitoring Requirements

Dischargers who deploy an ATS on their site shall conduct the following:

1. Visual Monitoring

    a. A designated responsible person shall be on site daily at all times during treatment operations.

    b. Daily on-site visual monitoring of the system for proper performance shall be conducted and recorded in the project data log.

        i. The log shall include the name and phone number of the person responsible for system operation and monitoring.

ii. The log shall include documentation of the responsible person's training.

2. Operational and Compliance Monitoring

   a. Flow shall be continuously monitored and recorded at not greater than 15-minute intervals for total volume treated and discharged.

   b. Influent and effluent pH must be continuously monitored and recorded at not greater than 15-minute intervals.

   c. Influent and effluent turbidity (expressed in NTU) must be continuously monitored and recorded at not greater than 15-minute intervals.

   d. The type and amount of chemical used for pH adjustment, if any, shall be monitored and recorded.

   e. Dose rate of chemical used in the ATS system (expressed in mg/L) shall be monitored and reported 15-minutes after startup and every 8 hours of operation.

   f. Laboratory duplicates – monthly laboratory duplicates for residual coagulant analysis must be performed and records shall be maintained onsite.

   g. Effluent shall be monitored and recorded for residual chemical/additive levels.

   h. If a residual chemical/additive test does not exist and the ATS is operating in a batch treatment mode of operation refer to the toxicity monitoring requirements below.

3. Toxicity Monitoring

   Dischargers operating in batch treatment mode shall perform toxicity testing in accordance with the following:

   a. Dischargers shall initiate acute toxicity testing on effluent samples representing effluent from each batch prior to discharge.[8] All bioassays shall be sent to a laboratory certified by the State Water Board Division of Drinking Water Environmental Laboratory Accreditation Program (ELAP). The required field of testing number for Whole Effluent Toxicity (WET) testing is E113.

   b. Acute toxicity tests shall be conducted with the following species and protocols. The methods to be used in the acute toxicity testing shall be those outlined for a 96-hour acute test in "Methods for Measuring the Acute Toxicity

[8] This requirement only requires that the test be initiated prior to discharge.

of Effluents and Receiving Water to Freshwater and Marine Organisms, USEPA-841-R-02-012" for Fathead minnow, *Pimephales promelas or* Rainbow trout, *Oncorhynchus mykiss* may be used as a substitute for fathead minnow.

c. All toxicity tests shall meet quality assurance criteria and test acceptability criteria in the most recent versions of the USEPA test method for WET testing.

4. Reporting and Recordkeeping

At a minimum, every 30 days a LRP representing the Discharger shall access the State Water Boards Storm Water Mulit-Application and Report Tracking system (SMARTS) and electronically upload field data from the ATS. Records must be kept for three years after the project is completed .

5. Non-compliance Reporting

a. Any indications of toxicity or other violations of water quality objectives shall be reported to the appropriate regulatory agency as required by this General Permit.

b. Upon any measurements that exceed water quality standards, the system operator shall immediately notify his supervisor or other responsible parties, who shall notify the Lahontan Water Board.

c. If any monitoring data exceeds any applicable NEL in this General Permit, Dischargers shall electronically submit a NEL Violation Report to the State Water Board within 24 hours after the NEL exceedance has been identified.

i. ATS dischargers shall certify each NEL Violation Report in accordance with the Special Provisions for Construction Activity in this General Permit.

ii. ATS dischargers shall retain an electronic or paper copy of each NEL Violation Report for a minimum of three years after the date the annual report is filed.

iii. ATS dischargers shall include in the NEL Violation Report:

(1) The analytical method(s), method reporting unit(s), and method detection limit(s) of each analytical parameter (analytical results that are less than the method detection limit shall be reported as "less than the method detection limit");

(2) The date, place, time of sampling, visual observation (inspections), and/or measurements, including precipitation; and

(3) A description of the current onsite BMPs, and the proposed corrective actions taken to manage the NEL exceedance.

iv. Compliance Storm Event - In the event that an applicable NEL has been exceeded during a storm event equal to or larger than the Compliance Storm Event, ATS dischargers shall report the onsite rain gauge reading and nearby governmental rain gauge readings for verification.

ATTACHMENT F - WASTE DISCHARGE PROHIBITION INFORMATION FOR ACTIVITIES IN STREAM ENVIRONMENT ZONES AND FLOODPLAINS OF THE LAKE TAHOE HYDROLOGIC UNIT

To protect beneficial uses and achieve water quality objectives, the *Water Quality Control Plan for the Lahontan Region* (Basin Plan) contains prohibitions against waste discharges to surface waters and lands within 100-year floodplains and Stream Environment Zones (SEZs) in the Lake Tahoe Hydrologic Unit (HU). These prohibitions may apply to certain construction activities conducted in these areas.

I. Waste Discharge Prohibitions and Exemptions

A. Region-Wide Waste Discharge Prohibitions

Chapter 4, section 4.1 of the Basin Plan specifies the following region-wide waste discharge prohibitions:

1. The discharge of waste that causes violation of any narrative or numeric water quality objective contained in this Plan is prohibited.

2. Where any numeric or narrative water quality objective contained in this Plan is already being violated, the discharge of waste that causes further degradation or pollution is prohibited.

3. The discharge of waste that could affect the quality of waters of the state that is not authorized by the State or Regional Board through waste discharge requirements, waiver of waste discharge requirements, NPDES permit, cease and desist order, certification of water quality compliance pursuant to Clean Water Act section 401, or other appropriate regulatory mechanism is prohibited.

4. The discharge of untreated sewage, garbage, or other solid wastes into surface waters of the Region is prohibited. (For the purposes of this prohibition, “untreated sewage” is that which exceeds secondary treatment standards of the Federal Water Pollution Control Act, which are incorporated in this plan in section 4.4 under “Surface Water Disposal of Sewage Effluent.”)

5. The discharge of pesticides to surface or ground waters is prohibited.

B. Exemptions to Region-Wide Waste Discharge Prohibitions

The Basin Plan allows exemptions to certain waste discharge prohibitions if the applicable criteria are met, as described further, below. Exemptions are generally provided on a case-by-case basis, although the Lahontan Water Board may find that certain types of discharges are exempt from certain or all applicable

waste discharge prohibitions. Chapter 4, section 4.1 includes exemption criteria for Prohibitions 1 and 2, above, which may be applicable to construction activities within the Lahontan Region. The Basin Plan also includes exemption criteria for Prohibition 5, above; see Chapter 4.1 of the Basin Plan for more information.

An exemption to Prohibition 1 or 2, above, may be granted whenever the Lahontan Water Board finds all of the following:

1. The discharge of waste will not, individually or collectively, directly or indirectly, adversely affect beneficial uses, *and*

2. There is no reasonable alternative to the waste discharge, *and*

3. All applicable and practicable control and mitigation measures have been incorporated to minimize potential adverse impacts to water quality and beneficial uses.

C. <u>Exemptions for Emergency Projects</u>

The Lahontan Water Board recognizes that emergency projects may require the discharge of waste to water as part of actions to address the emergency. Due to the exigencies of the emergency situation, normal public noticing and Lahontan Water Board action on granting prohibition exemptions may not be possible. For waste discharged as a result of emergency projects, exemptions to all prohibitions contained in the Basin Plan may be granted by the Lahontan Water Board's Executive Officer for the following projects:

1. Projects to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with section 8550 of the Government Code.

2. Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare.

3. Specific actions necessary to prevent or mitigate an emergency. *This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term.*

Exemptions to all waste discharge prohibitions for emergency projects meeting the above qualifications may be granted whenever the Lahontan Water Board Executive Officer finds that a specific project meets all of the following criteria:

1. There is no feasible alternative to the project that would comply with the Basin Plan prohibitions, *and*

2. All applicable control and mitigation measures that are practicable have been incorporated to

D. Exempted Low Threat Discharges

The Lahontan Water Board has determined that the discharges listed in Table 4.1-1 are exempt from applicable region-wide and hydrologic unit/area waste discharge prohibitions subject to all the conditions set forth below and the discharge-specific conditions in Basin Plan Table 4.1-1.

1. For proposed discharges to surface water, the applicant must provide information supporting why discharge to land is not practicable.

2. The discharge must not adversely affect the beneficial uses of the receiving water.

3. The discharge must comply with all applicable water quality objectives.

4. Best practicable treatment or control of the discharge shall be implemented to ensure that pollution or nuisance will not occur.

Table 4.1-1.
Low Threat Discharges Conditionally Exempt From
Waste Discharge Prohibitions

Specific Conditions for Exemption:

Discharge Category	Conditions for Exemption
Atmospheric condensate from refrigeration and air conditioning systems	Must not contain chemicals or materials that would adversely affect water quality.
Groundwater from foundation drains, crawl-space pumps, and footing drains	Must not contain chemicals or materials that would adversely affect water quality.
Water main, storage tank, fire hydrant flushing	Water discharged must consist of potable water. Must use best management practices to reduce soil erosion from discharged water to a level of insignificance.
Incidental runoff from landscape irrigation	Must not contain fertilizers or pesticides. For recycled water used for irrigation, must discharge to land.

Specific Conditions for Exemption Continued:

Non-contact cooling water	Must not contain biocides, anti-scalants or other additives.
Aquifer or pump testing water	Must not be in an area of known groundwater contamination. If discharged to surface water, the quality of the discharge must be substantially similar to the quality of the receiving water.
Construction dewatering	Must not be in an area of known soil or groundwater contamination where that contamination could adversely affect the discharge and/or the receiving water.
Utility vault and conduit flushing and draining	Must not contain chemicals or materials that would adversely affect water quality.
Hydrostatic testing, maintenance, repair and disinfection of potable water supply pipelines	Water discharged must consist of potable water. Must use best management practices to reduce soil erosion from discharged water to an insignificant level.
Hydrostatic testing of newly constructed pipelines, tanks, reservoirs, etc., used for purposes other than potable water supply (e.g., gas, oil, reclaimed water, etc.)	Potable water must be used in the hydrostatic test. Must not contain chemicals or materials that would adversely affect water quality. Must use best management practices to reduce soil erosion from discharged water to an insignificant level.
Disposal of treated groundwater	Treatment must remove contaminants of concern to non-detectable levels.
Pier pilings (driven), **except** for piers in Lake Tahoe in significant fish spawning habitat or in areas immediately offshore of stream inlets	Piles must be driven. Where the lakebed contains clayey or silty substrate, caissons, turbidity curtains, or other best management practices must be used to limit generated turbidity to smallest area practicable.
Buoys and aids to navigation	Must not contain chemicals or materials that would adversely affect water quality.
Scientific instrumentation for water quality or resources study	Must meet the general conditions for exemption.

E. Restoration Projects Discharge Exemptions

The Lahontan Water Board encourages restoration projects that are intended to reduce or mitigate existing sources of soil erosion, water pollution, or impairment of beneficial uses. For waste earthen materials discharged as a result of restoration projects, exemptions to the above prohibitions, and all other prohibitions contained in the Basin Plan, may be granted by the Lahontan Water

Board's Executive Officer whenever a specific project meets all of the following criteria:

1. The project will eliminate, reduce or mitigate existing sources of soil erosion, water pollution, and/or impairment of beneficial uses of water, *and*

2. There is no feasible alternative to the project that would comply with the Basin Plan prohibitions, *and*

3. All applicable and practicable control and mitigation measures have been incorporated into the project to minimize land disturbance, soil erosion, discharges of turbid water, and other potential adverse impacts to water quality and beneficial uses to the minimum necessary to complete the project.

F. Lake Tahoe HU Discharge Prohibitions

Chapter 5, section 5.2 of the Basin Plan specifies the following discharge prohibitions for construction activities within the Lake Tahoe HU:

1. The discharge attributable to human activities of any waste or deleterious material to surface waters of the Lake Tahoe HU is prohibited.

2. The discharge attributable to human activities of any waste or deleterious material to land below the highwater rim of Lake Tahoe or within the 100-year floodplain of any tributary to Lake Tahoe is prohibited.

3. The discharge attributable to human activities of any waste or deleterious material to Stream Environment Zones (SEZs) in the Lake Tahoe HU is prohibited.

4. The discharge or threatened discharge attributable to new pier construction of wastes to significant spawning habitats or to areas immediately offshore of stream inlets in Lake Tahoe is prohibited.

5. The discharge of garbage or other solid waste to lands within the Lake Tahoe Basin is prohibited.

6. The discharge of industrial waste within the Lake Tahoe Basin is prohibited. Industrial waste is defined as any waste resulting from any process or activity of manufacturing or construction. Stormwater discharges from industrial facilities are not prohibited when wastes in the discharge are controlled through the application of management practices or other means and the discharge does not cause a violation of water quality objectives.

G. Exemptions to Lake Tahoe HU Prohibitions

The following criteria for prohibition exemptions for the Lake Tahoe HU are set forth in Chapter 5, section 5.2 of the Basin Plan.

1. An exemption to Prohibition 1 may be granted whenever the Lahontan Water Board finds all of the following:

   a. The discharge of waste will not, individually or collectively, directly or indirectly, adversely affect beneficial uses, *and*

   b. There is no reasonable alternative to the waste discharge, *and*

   c. All applicable and practicable control and mitigation measures have been incorporated to minimize potential adverse impacts to water quality and beneficial uses.

2. The Lahontan Water Board may grant exemptions to Prohibitions 2, 3 and 4, above, for projects relocating existing structures below the highwater rim of Lake Tahoe, within the 100-year floodplain, within an SEZ, in spawning habitat or offshore of stream inlets to Lake Tahoe where the area of the structure is relocated on the same parcel or within a defined project area and where the following finding can be made (a "project area" may include multiple adjacent or non-adjacent parcels):

   The relocation must result in net or equal water quality benefit. Net or equal benefit is defined as an improvement in or maintenance of function of the associated area below the highwater rim of Lake Tahoe, 100-year floodplain, SEZ, spawning habitat, or stream inlet. Net or equal benefit may include, but is not limited to, one or more of the following:

   a. Relocation of structure to an area further away from the stream channel or wetlands;

   b. Protection of restored 100-year floodplain or SEZ or an equivalent area (at a 1:1 ratio for floodplain or 1.5:1 for SEZ) of offsite 100-year floodplain or SEZ through deed restriction or conveyance to a mitigation bank or land conservancy or similar. For projects involving disturbance of wetlands, offsite mitigation may involve larger mitigation ratios;

   c. For projects involving the relocation of more than 1000 square feet of impervious coverage within a 100-year floodplain or SEZ, a finding, based on a report prepared by a qualified professional, that the relocation will improve the functioning of the floodplain or SEZ and will not negatively affect the quality of existing habitats.

d. For pier relocation projects in spawning habitat, a finding that equivalent or greater area of spawning habitat is restored or created.

3. The Regional Board may also grant exemptions to Prohibitions 2 and 3, above, under the following circumstances:

   a. For erosion control projects, habitat restoration projects, wetland rehabilitation projects, SEZ restoration projects, and similar projects, programs, and facilities, if all of the following findings can be made:

      i. There is no reasonable alternative, including relocation, that avoids or reduces the extent of encroachment below the highwater rim of Lake Tahoe, within the 100-year floodplain, or within the SEZ; and

      ii. Impacts are fully mitigated.

   b. For public outdoor recreation facilities or private piers if all of the following findings can be made:

      i. The project by its nature must be sited below the high water rim of Lake Tahoe, within the 100-year floodplain, or within the SEZ;

      ii. There is no feasible alternative that would reduce the extent of encroachment below the highwater rim of Lake Tahoe, within the 100-year floodplain, or within the SEZ;

      iii. Impacts are fully mitigated;

      iv. SEZs are restored in an amount 1.5 times the area of SEZ disturbed or developed for the project; and

      v. Wetlands are restored in an amount at least 1.5 times the area of wetland disturbed or developed. Certain wetland areas may require restoration of greater than 1.5 times the area disturbed or developed.

   c. For public service facilities if all of the following findings can be made:

      i. The project is necessary for public health, safety or environmental protection;

      ii. There is no reasonable alternative, including spans, that avoids or reduces the extent of encroachment;

      iii. The impacts are fully mitigated;

iv. SEZ lands are restored in an amount 1.5 times the area of SEZ developed or disturbed by the project; and

v. Wetlands are restored in an amount at least 1.5 times the area of wetland disturbed or developed. Certain wetlands may require restoration of greater than 1.5 times the area disturbed or developed.

d. For projects that require access across SEZs or 100-year floodplains to otherwise buildable sites if all of the following findings can be made:

i. There is no reasonable alternative that avoids or reduces the extent of encroachment within the SEZ or 100-year floodplain;

ii. Impacts are fully mitigated;

iii. SEZ lands are restored in an amount 1.5 times the area of SEZ disturbed or developed by the project; and

iv. Wetlands are restored in an amount at least 1.5 times the area of wetland disturbed or developed by the project. Certain wetland areas may require restoration of greater than 1.5 times the area disturbed or developed.

e. For repair or replacement of existing structures, provided that the repair or replacement does not involve the loss of additional lake habitat, or SEZ or floodplain function. Prior to granting any such exemption, the Regional Board shall require that all applicable and practicable control and mitigation measures have been incorporated into the project to minimize any discharges of wastes to surface waters during or following construction.

f. Projects for monitoring or scientific research related to natural resources and environmental quality. This category includes equipment or structure installation for basic data collection, research, experimental management and resource evaluation activities that do not result in a significant adverse effect on water quality or beneficial uses. Prior to granting any such exemption, the Regional Board shall require that all applicable and practicable control and mitigation measures have been incorporated into the project to minimize any discharges of wastes to surface waters during or following construction.

II. Exemption Process

Dischargers seeking an exemption from a waste discharge prohibition must file project information sufficient to demonstrate that they meet the applicable criteria. Discharges subject to a prohibition cannot commence until such time as the

Lahontan Board has provided written concurrence that the applicable criteria are met. In addition to the exemption, Dischargers must obtain all other relevant and appropriate Lahontan Water Board permits or authorizations for the project or activity (e.g., water quality certification under section 401 of the Clean Water Act). Except in emergency situations, the Lahontan Water Board Executive Officer will notify the Lahontan Water Board and interested members of the public 10 days in advance of the intent to grant an exemption to allow for public comment on whether the exemption proposal meets the applicable criteria. Such notification may be provided by electronic notification, including Internet posting.

ATTACHMENT G – WATER QUALITY OBJECTIVES FOR CERTAIN WATER BODIES IN THE LAKE TAHOE HYDROLOGIC UNIT

Table G-1. WQOs for Water Bodies in the Lake Tahoe Hydrologic Unit

	Surface Waters	Objective (mg/L except as noted) [1,2]						
		TDS	Cl	SO_4	B	N	P	Fe
1	Lake Tahoe	60/65	3.0/4.0	1.0/2.0	0.01/ -	0.15/ -	0.008/ -	--
2	Fallen Leaf Lake	50/ -	0.30/ 0.50	1.3/1.4	0.01/ 0.02	See Table I-2 for additional objectives		
3	Griff Creek	80/ -	0.40/ -	--	--	0.19/ -	0.010/ -	0.03/ -
4	Carnelian Bay Creek	80/ -	0.40/ -	--	--	0.19/ -	0.015/ -	0.03/ -
5	Watson Creek	80/ -	0.35/ -	--	--	0.22/ -	0.015/ -	0.04/ -
6	Dollar Creek	80/ -	0.30/ -	--	--	0.16/ -	0.030/ -	0.03/ -
7	Burton Creek	90/ -	0.30/ -	--	--	0.1/6 -	0.015/ -	0.03/ -
8	Ward Creek	70/ 85	0.30/ 0.50	1.4/ 2.8	--	0.15/ -	0.015/ -	0.03/ -
9	Blackwood Creek	70/ 90	0.30/ -	--	--	0.19/ -	0.015/ -	0.03/ -
10	Madden Creek	60/ -	0.10/ 0.20	--	--	0.18/ -	0.015/ -	0.015/ -
11	McKinney Creek	55/ -	0.40/ 0.50	--	--	0.19/ -	0.015/ -	0.03/ -
12	General Creek	50/ 90	1.0/ 1.5	0.4/ 0.5	--	0.15/ -	0.015/ -	0.03/ -
13	Meeks Creek	45/ -	0.40/ -	--	--	0.23/ -	0.010/ -	0.07/ -
14	Lonely Gulch Creek	45/ -	0.30/ -	--	--	0.19/ -	0.015/ -	0.03/ -
15	Eagle Creek	35/-	0.30/-	--	--	0.20/-	0.010/-	0.03/-
16	Cascade Creek	30/-	0.40/-	--	--	0.21/-	0.005/-	0.01/-
17	Tallac Creek	60/-	0.40/-	--	--	0.19/-	0.015/-	0.03/-
18	Taylor Creek	35/-	0.40/ 0.50	--	--	0.17/-	0.010/-	0.02/-
19	Upper Truckee River	55/75	4.0/5.5	1.0/2.0	--	0.19/-	0.015/-	0.03/-
20	Trout Creek	50/60	0.15/ 0.20	--	--	0.19/-	0.015/-	0.03/-

[1] Annual average value/90th percentile value.
[2] Objectives are as mg/L and are defined as follows:

B Boron
Cl Chloride
SO_4 Sulfate
Fe Iron, Total
N Nitrogen, Total
P Phosphorus, Total
TDS Total Dissolved Solids (Total Filterable Residues)

Table G-2. WQOs for Fallen Leaf Lake

Constituent	Objective
pH[1]	6.5 - 7.9
Temperature[2]	Hypolimnion -15 °C Bottom (105m) - 7.5 °C at no time shall water be increased by more than 2.8 C (5 °F).
Dissolved oxygen[3]	% saturation above 80% and DO >7 mg/L except if saturation exceeds 80% DO at bottom (105m) > 6mg/L
Total nitrogen[4]	0.087[5]/0.114[6]/0.210[7]
Dissolved inorganic – N[8]	0.007 / 0.010 / 0.023
Total phosphorus	0.008 / 0.010 / 0.018
Soluble reactive -P	0.001 / 0.002 / 0.009
Soluble reactive iron	0.004 / 0.005 / 0.012
Total reactive iron	0.005 / 0.007 / 0.030
Chlorophyll-a[9,10]	0.6 / 0.9 / 1.5
Clarity - Secchi depth[11] - Vertical extinction coefficient	18.5 / 16.0[12] / 13.6[13] 0.146 / 0.154 / 0.177[14]
Phytoplankton cell counts[15]	219 / 280 / 450

1 0.5 units above and 0.5 units below 1991 maximum and minimum values. Also reflects stability of this constituent throughout the year.

2 Based on 1991 data. Indicates that if temperature in the hypolimnion during the summer exceeds 15 °C or if the water at 105m exceeds 7.5 °C this would constitute a significant change from existing conditions. Unless there is a anthropogenic source of thermal effluent, which does not currently exist, changes in water temperature in Fallen Leaf Lake are natural. Objectives apply at any time during the defining period.

3 Based on coldwater habitat protection and 1991 data base. The need for an objective for the bottom (105m) results from the desire to control primary productivity and deposition of organic matter on the bottom. A decline in bottom DO to below 6 mg/L would indicate a fundamental shift in the trophic state of Fallen Leaf Lake.

4 Because of the similarity between the mid-lake and nearshore sites, Fallen Leaf Lake objectives for N, P and Fe are based on the combined mid-lake 8 m and 45 m, and nearshore 8 m concentrations. Units are mg N/L, mg P/L and mg Fe/L.

5 Mean annual concentration (May - October) unless otherwise noted.

6 90th percentile value unless otherwise noted.

7 Maximum allowable value; 1.5 times the maximum 1991 value. No single measurement should exceed this value unless otherwise noted.

8 DIN = NO3+NO2+NH4

9 Corrected for phaeophytin degradation pigments.

10 Units are ⌠g chl-a/L.

11 Units are meters.

12 10th percentile since clarity increases with increasing Secchi depth.

13 Represents 15% loss of clarity from 10th or 90th percentile value.

14 Calculated in the photic zone between 1 m below surface to 35 m. Units are per meter.

15 Units are cells per milliliter.

ATTACHMENT H - STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

I. Introduction and Certifications

- **A.** SWPPP Objectives
- **B.** Permit Registration Documents
- **C.** Certification and Training Requirements
- **D.** QSP Management and Weekly Training Plan
- **E.** Contractor List
- **F.** Emergency Contact Person and 24-Hour Phone Number
- **G.** SWPPP Availability and Public Records Access
- **H.** Required Changes (Include SWPPP amendment log form in Appendices)

II. Project Information

- **A.** Project Description, site address and driving directions
- **B.** WDID
- **C.** Construction and BMP Schedule
- **D.** Potential Construction Site Pollutants of Concern and Sources
- **E.** Site Location Map(s)

III. Best Management Practices

- **A.** Site Management Narrative (include specs in Appendices)
- **B.** Sediment and Erosion/Stabilization Control Narrative (include specs in Appendices)
- **C.** Non-Stormwater and Material Management Narrative (include specs in Appendices)
- **D.** Spill Prevention and Response Plan
- **E.** Dewatering and Diversions Plan Narrative (include specs in Appendices)
- **F.** Active Treatment System Plan Narrative (include ATS Plan in Appendices)
- **G.** Post-Construction Stormwater Management Measures Narrative (include specs in Appendices)
- **H.** BMP and Disturbed Soil Area (DSA) Maps

IV. BMP Inspection, Maintenance, and Rain Event Action Plans

A. BMP Inspection and Maintenance Narrative (include forms and checklists in Appendices)

B. Rain Event Action Plan Narrative (Include REAP template in Appendices)

V. Construction Site Monitoring and Reporting Plan (CSMRP)

A. Purpose

B. Visual Monitoring (Inspections)

C. Water Quality Sampling and Analysis

D. Watershed Monitoring Option

E. Quality Assurance and Quality Control

F. Reporting Requirements and Records Retention

G. Non-Compliance Reporting

H. Annual Report

I. Final Report

Appendices

A. SWPPP Amendment Log Form

B. BMP Standard Specifications

C. Dewatering and Diversion Specifications (if applicable)

D. ATS Plan (if applicable)

E. Visual Monitoring/BMP Inspection Forms and Checklist Templates

F. Rain Event Action Plan Template

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

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ORDER NO. R6T-2016-XXXX
NPDES NO. CAG616002

FACT SHEET FOR

GENERAL WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY IN THE LAKE TAHOE HYDROLOGIC UNIT, COUNTIES OF ALPINE, EL DORADO, AND PLACER

ATTACHMENT I - FACT SHEET

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Table 1. Comparison of Lake Tahoe and Statewide Construction General Permits
Table 2. Key Changes to Lake Tahoe Construction General Permit
Table 3. QSP/QSD Certification Criteria

I. PERMIT INFORMATION

A. Regulatory Background

In 1972, the Federal Water Pollution Control Act (also referred to as the Clean Water Act [CWA]) was amended to provide that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The 1987 amendments to the CWA added section 402(p), which establishes a framework for regulating municipal and industrial storm water discharges under the NPDES Program. On November 16, 1990, the U.S. Environmental Protection Agency (USEPA) published final regulations that established storm water permit application requirements for specified categories of industries. The regulations provide that discharges of storm water to waters of the United States from construction projects that encompass five or more acres of soil disturbance are effectively prohibited unless the discharge is in compliance with an NPDES permit. Regulations (Phase II Rule) that became final on December 8, 1999, lowered the permitting threshold from five acres to one acre. Further, the NPDES permit must require implementation of Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT) to reduce or eliminate pollutants in storm water runoff. The NPDES permit must also include additional requirements necessary to implement applicable water quality standards and general waste discharge requirements pursuant to the California Water Code (Water Code).

On April 14, 2011, the California Regional Water Quality Control Board, Lahontan Region (Lahontan Water Board) adopted Order No. R6T-2011-0019 as the most recent general NPDES Construction Activity Storm Water General Permit for the Discharge of Storm Water Associated with Construction and Land Disturbing Activities in the Lake Tahoe Hydrologic Unit. This General Permit, except for enforcement purposes, supersedes Order No. R6T-2011-0019 and authorizes discharges of storm water associated with construction activity for Dischargers that agree to comply with all requirements, provisions, limitations and prohibitions in the General Permit. This General Permit regulates discharges of pollutants in storm water associated with construction activity (storm water discharges) to waters of the United States from construction sites that disturb one or more acres of land surface, or that are part of a common plan of development or sale that disturb one or more acres of land surface.

Discharges of non-storm water may be necessary for the completion of certain construction projects. Such discharges include, but are not limited to, irrigation of vegetation erosion control measures, pipe flushing and testing, and construction dewatering. Such discharges are authorized by this General Permit as long as they (a) comply with the prohibitions established within the General Permit, (b) do not cause or contribute to a violation of any water quality standard, (c) do not

violate any other provision of this General Permit, and (d) do not require a non-storm water General Permit as issued by the Lahontan Water Board.

This General Permit does not preempt or supersede the authority of local storm water management agencies to prohibit, restrict, or control storm water discharges to municipal separate storm sewer systems (MS4s) or other watercourses within their jurisdiction. The terms and conditions of the Order No. R6T-2011-0019 have been automatically continued and remain in effect until the new waste discharge requirements (WDRs) and NPDES permit are adopted and become effective pursuant to this General Permit.

B. Need for Lake Tahoe Hydrologic Unit Permit

Although the California State Water Resources Control Board (State Water Board) regulates discharges of storm water from construction sites under a general permit applicable to the rest of the state, the Lahontan Water Board regulates construction-related storm water discharges in the Lake Tahoe Hydrologic Unit under a separate General Permit due to the sensitivity of the watershed and the characteristics of its high elevation climate. As such, some of the requirements of the Lake Tahoe permit differ from those for the rest of the state (see Table 1).

Lake Tahoe is listed as impaired for transparency (clarity) due to inputs of sediment, nitrogen, and phosphorus. A total maximum daily load (TMDL) was adopted by the Lahontan Water Board and received final approval from the USEPA in August 2011. The TMDL includes a pollutant load reduction program designed to achieve the transparency objectives set for Lake Tahoe in the Water Quality Control Plan for the Lahontan Region (Basin Plan). The TMDL has identified storm water runoff from the urbanized areas as the main contributor of fine sediment that is adversely impacting Lake Tahoe transparency. Therefore, the program is partly implemented by a municipal NPDES storm water permit issued to Placer County, El Dorado County, the City of South Lake Tahoe (Board Order R6T-2011-0101), and the California Department of Transportation (Water Quality Order 2012-0011-DWQ).

Construction activity in the Lake Tahoe Basin typically involves natural resource restoration, infill, and redevelopment projects. Most infill and redevelopment projects have a relatively small footprint. Development projects are tightly regulated by the Tahoe Regional Planning Agency compact and no new regional housing developments are allowed to be constructed. Construction activity has the potential to discharge sediment and other pollutants to surface waters, which impair Lake Tahoe transparency. A Lake Tahoe-specific construction general permit is needed to implement the requirements of the TMDL pollutant load reduction program and address the characteristics of the high elevation climate. This General Permit is a reissuance of the previous permit (Board Order No.

R6T-2011-0019) and includes the following area-specific requirements that help implement the TMDL program:

- Unless issued a variance, prohibits land disturbing activities from October 16 through April 30 the following year.
- Requires storm water discharges that enter surface waters to meet a numeric effluent limitation of 20 nephelometric turbidity units (NTUs).
- Requires post construction storm water controls to infiltrate the 20-year, 1-hour storm; meet numeric effluent limitations for sediment and nutrients contained in the Basin Plan; or meet applicable requirements set for El Dorado County, Placer County, the City of South Lake Tahoe, or the Department of Transportation to achieve pollutant load reductions established under the NPDES municipal storm water permit for these jurisdictions.

C. Permit Comparison

This General Permit differs in certain respects from the statewide permit established by the State Water Board to account for the sensitivity of the watershed, the high elevation climate, and the need to implement the Lake Tahoe TMDL. Differences between the statewide permit and this General Permit are summarized in Table 1. Compliance with the former Lake Tahoe permit has generally been good such that only minor changes have been made this General Permit. The most significant changes are those reflecting Basin Plan amendments for discharge prohibitions that were adopted and approved in 2014. Key changes from the previous permit are summarized in Table 2.

Most Dischargers have been able to prevent runoff from leaving the project limits through the use of basins and other collection structures that are hydraulically disconnected from surface waters. Other discharges have been in areas where the runoff did not reach surface waters (e.g., infiltrated into upland forested areas). Most of the projects for which runoff samples have been collected have been related to road retrofit projects and other storm water drainage system improvements. These projects typically include replacing or reconfiguring inadequate or deteriorated drainage features that, by their nature, are hydraulically connected to surface waters. Many times these erosion features are upstream from the project areas as storm water controls are installed in a phased manner. For these projects, discharge monitoring results are similar, and at times, better than storm water flow coming on to the sites. Sites that are consistently in compliance with the visual monitoring and Best Management Practices (BMPs) maintenance requirements tend to be in compliance with the numeric effluent limitations.

Based on this experience, requirements for discharge sampling during non-working days (e.g., weekends and holidays) have been eliminated while still maintaining off-day visual monitoring requirements to ensure proper

implementation of BMPs at all times. Sampling during non-working days was determined to be ineffective as it provided little benefit, and more importantly, diverted limited resources away from ensuring BMPs were properly functioning.

Experience under the previous permit identified an issue where some Qualified SWPPP Practitioners (QSPs) were working from a remote location without being present at the site to actively manage the SWPPP activities. Water Board inspections at these sites showed deficient implementation and maintenance of required BMPs. This General Permit includes new requirements to provide a written plan of how the QSP will coordinate SWPPP activities, including training and supervision of on-site personnel.

II. CONDITIONS FOR PERMIT COVERAGE AND NOTIFICATION REQUIREMENTS

A. Legally Responsible Person (LRP)

The application requirements of the General Permit establish a mechanism to clearly identify the responsible parties, locations, and scope of operations of Dischargers covered by the General Permit and to document the Discharger's knowledge of the General Permit's requirements. To obtain coverage, the legally responsible person (LRP) or the LRP's Approved Signatory must certify and file Permit Registration Documents (PRDs) prior to the commencement of construction activity. A detailed explanation of the LRP and Approved Signatory is provided in Attachment B (Glossary) of this General Permit

B. Permit Effective Date

This General Permit is effective January 1, 2017. This date was chosen because it is during the period when construction activity is dormant in the Lake Tahoe Basin. It allows Dischargers to terminate their existing projects if complete or time to re-enroll in the new permit before the start of the next construction season if the project is ongoing. All Dischargers requiring coverage under this General Permit on or after January 1, 2017, must file the required PRDs and filing fee, and prior to commencing land disturbing activities, must receive an approved notice of coverage from the State Water Board indicating the date that the permit coverage begins under the General Permit and the Waste Discharge Identification (WDID) number issued for the project (see section C. below).

Unless coverage is terminated sooner, Dischargers subject to Order No. R6T-2011-0019 will continue coverage until January 1, 2017, and must comply with Order No. R6T-2011-0019 until a notice of termination for the project is processed or January 1, 2017, whichever comes first. Dischargers covered under Order No. R6T-2011-0019 that plan to continue land disturbing construction activities and permit coverage beyond December 31, 2016, must file the required PRDs and applicable filing fee to re-register in accordance with this General Permit. After December 31, 2016, Order No R6T-2011-0019 is rescinded and all coverage under Order No. R6T-2011-0019 is terminated.

Dischargers failing to file PRDs or other information required to complete an application to renew coverage under this General Permit will lose permit coverage on January 1, 2017.

C. Registration Process

To obtain coverage, the LRP or Approved Signatory must file PRDs and receive notification from the State Water Board's Storm Water Multi-Application and Report Tracking System (SMARTS) that a WDID number has been issued for the project prior to the commencement of construction activity. Discharging pollutants in storm water to waters of the United States prior to obtaining coverage under this General Permit is a violation of the CWA and the Water Code. The LRP must electronically submit the PRDs, which include a Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP), and other documents required by this General Permit, if applicable, and mail the appropriate filing fee to the State Water Board before starting construction activities. PRDs must be filed through SMARTS.

Upon receipt of the appropriate PRDs, Lahontan Water Board staff has up to 30 days to review the documents for completeness; although, applications are typically reviewed in one to two weeks. If determined to be incomplete, a notice will be provided to the applicant with the reasons why the determination was made. Upon approval, a WDID number will be generated from SMARTS and an email notification will be sent to the applicant.

D. General Permit Coverage

This General Permit serves as a general NPDES permit for discharges of storm water and authorized non-storm water to surface waters associated with construction activity that results in land disturbances equal to or greater than one acre in the Lake Tahoe Hydrologic Unit, and other discharges, as follows.

1. Activities covered under this General Permit include:

a. Any construction or demolition activity, including, but not limited to clearing, grading, grubbing, or excavation, or any other activity that results in land disturbance of equal to or greater than one acre.

b. Construction activity that results in land surface disturbances of less than one acre if the construction activity is part of a larger common plan of development or sale that disturbs one or more acres.

c. Construction activity that results in land disturbance of one or more acres related to residential, commercial, or industrial development on lands currently used for agriculture including, but not limited to, the construction of buildings related to agriculture that are considered industrial pursuant to USEPA regulations, such as dairy barns or food processing facilities.

d. Construction activity that results in land disturbance of one or more acres associated with linear underground/overhead utility projects including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

e. Storm water and authorized non-storm water discharges from construction activities that results in land disturbance of one or more acres associated with oil and gas exploration, production, processing, or treatment operations or transmission facilities.

2. Activities specifically not covered under this General Permit include:

a. Disturbance to land of municipal facilities under an approved Storm Water Management Program for routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility.

b. Disturbances to land surfaces solely related to agricultural operations such as disking, harrowing, terracing and leveling, and soil preparation.

c. Discharges of storm water from areas on tribal lands; construction on tribal lands is regulated by a federal permit.

d. Construction activity that disturbs less than one acre of land surface, and that is not part of a larger common plan of development or the sale of one or more acres of disturbed land surface.

e. Construction activity covered by an individual NPDES permit for storm water discharges.

f. Discharges of storm water identified in section 402(I)(2) of the CWA, 33 USC section 1342(I)(2).

E. Permit Termination Requirements

To terminate coverage, Dischargers must file a Notice of Termination (NOT) request, and site photographs through SMARTS when construction is complete and final stabilization has been reached or when ownership has been transferred. The Discharger must demonstrate that the site is stabilized and does not pose any additional sediment discharge risk than the pre-construction conditions. This may be accomplished using the Revised Universal Soil Loss

Equation (RUSLE) or RUSLE2 or other custom methods that account for the physical characteristics (soil and cover conditions) of the site. A final report describing the RUSLE modeling or custom method results and site photographs must be uploaded to SMARTS along with the NOT request. The custom method may be satisfied by providing a final report that includes a narrative of how the site was stabilized, site photographs, and a maintenance plan, if applicable, for ensuring the site remains stable after construction. The maintenance plan may include, but is not limited to, a separate ongoing maintenance contract or assignment to a maintenance division of a municipality.

Dischargers must certify that all state and local requirements have been met in accordance with this General Permit and demonstrate compliance with the stabilization and post-construction standards set forth in this General Permit. Dischargers are responsible for all compliance issues including all annual fees until the NOT has been filed and approved by the Lahontan Water Board.

Upon approval, a written termination notice will be transmitted to the Discharger. If revocation of coverage under the General Permit is denied, Lahontan Water Board staff shall describe the reasons for denial in a written notification.

III. DISCHARGE PROHIBITIONS

This General Permit implements the waste discharge prohibitions contained in the Basin Plan. Unless granted an exemption in accordance with the Basin Plan, all discharges to surface waters other than storm water and authorized non-storm water are prohibited. The Lahontan Water Board recognizes that certain non-storm water discharges may be necessary for the completion of construction projects. Authorized non-storm water discharges may include the exempted low threat discharges listed in Table 4.1-1 of Attachment F. Prior the discharging dewatering waste, the Discharger must provide a plan that ensures the activity will meet the conditions of a low threat discharge.

Other exemptions to the discharge prohibitions included in the Basin Plan may be granted if the project meets the criteria specified in Attachment F of this General Permit (such as exemptions for 100-year floodplains and stream environment zones). Exemptions to these waste discharge prohibitions must be granted in writing.

Non-storm water discharges may include a wide variety of sources, including improper dumping, spills, or leakage from storage tanks or transfer areas. Non-storm water discharges may contribute significant pollutant loads to receiving waters. Measures to control spills, leakage, and dumping, and to prevent illicit connections during construction must be addressed through structural and non-structural BMPs.

IV. EFFLUENT LIMITATIONS

The CWA requires point source Dischargers to control the amount of conventional, non-conventional, and toxic pollutants that are discharged into the waters of the United States. The control of pollutants discharged is established through effluent limitations and other requirements in NPDES permits. There are two principal bases for effluent limitations in the Code of Federal Regulations: 40 CFR 122.44(a) requires that permits include applicable technology-based limitations and standards; and 40 CFR 122.44(d) requires that permits include water quality-based effluent limitations (WQBELs) to attain and maintain applicable numeric and narrative water quality criteria to protect the beneficial uses of the receiving water.

Section 301(b) of the CWA and implementing USEPA permit regulations at 40 CFR section 122.44 require that industrial non-municipal discharges that contain non-conventional and/or toxic pollutants regulated under the NPDES permit program comply with technology-based effluent limits. Both technology-based and WQBELs must be considered, and more stringent WQBELs must be developed if the technology-based effluent limits are not sufficient to meet water quality objectives. WQBELs for discharges authorized by this General Permit were developed to ensure protection of the beneficial uses of receiving waters in the Basin Plan.

A. Technology-Based Effluent Limitations

The CWA requires technology-based effluent limitations to be established based on several levels of controls:

- Best practicable treatment control technology (BPT) represents the average of the best performance by plants within an industrial category or subcategory. BPT standards apply to toxic, conventional, and non-conventional pollutants.

- Best available technology economically achievable (BAT) represents the best existing performance of treatment technologies that are economically achievable within an industrial point source category. BAT standards apply to toxic and non-conventional pollutants.

- Best conventional pollutant control technology (BCT) represents the control from existing industrial point sources of conventional pollutants including BOD, TSS, fecal coliform, pH, and oil and grease. The BCT standard is established after considering the “cost reasonableness” of the relationship between the cost of attaining a reduction in effluent discharge and the benefits that would result, and also the cost effectiveness of additional industrial treatment beyond BPT.

- New source performance standards (NSPS) represent the best available demonstrated control technology standards. The intent of NSPS

guidelines is to set limitations that represent state-of-the-art treatment technology for new sources.

The CWA requires USEPA to develop effluent limitations, guidelines and standards (ELGs) representing application of BPT, BAT, BCT, and NSPS. Section 402(a)(1) of the CWA and section 125.3 of the Code of Federal Regulations authorize the use of best professional judgment (BPJ) to derive technology-based effluent limitations on a case-by-case basis where ELGs are not available for certain industrial categories and/or pollutants of concern. Where BPJ is used, the permit writer must consider specific factors outlined in section 125.3.

The USEPA published final rules with revised regulations establishing CWA technology-based effluent limitations guidelines (ELGs) and New Source Performance Standards (NSPS) for the Construction and Development (C&D) point source category; the final C&D rule became effective on May 4, 2015. 40 CFR part 450 establishes technology-based effluent limitations based on best practicable technology (BPT), best available technology (BAT), best conventional pollutant control technology (BCT), and NSPS reflecting the best available demonstrated control technology. For each of BPT, BAT, BCT, and NSPS, the ELGs establish requirements for erosion and sediment controls, soil stabilization, dewatering activities, pollution prevention measures, prohibited discharges, and outlet requirements. Additionally, a BAT numeric effluent limitation for turbidity of 280 NTUs (as a daily maximum value) was set for sites that disturb 10 acres or more of land at one time, unless storm water discharges occur as a result of a storm event in that at same day that is larger than the local 2-year, 24-hour storm.

Table 5.6-1 of the Basin Plan establishes numeric effluent limitations for discharges of storm water to surface waters and municipal separate storm sewer systems, or MS4s, which are termed “collection” systems in the Basin Plan. The numeric effluent limitations contained in Table 5.6-1 are more stringent than are established in the federal ELGs. Thus, numeric effluent limitations based on Table 5.6-1 of the Basin Plan were set in Order No. R6T-2011-0019 and are continued in this General Permit as summarized below:

Numeric Effluent Limitations

Parameter	Units	Maximum Daily Effluent Limitations For Discharge To Surface Waters
Total Nitrogen (as N)	mg/L	0.5
Total Phosphorus (as P)	mg/L	0.1
Total Iron	mg/L	0.5
Turbidity	NTU	20
Grease and Oil	mg/L	2

Additionally, numeric benchmark levels for pH have been established because construction activities often involve materials, such as concrete, grout, and etching acids, which can affect the pH of runoff. The benchmark action level applies to pH levels not within the range between 6.0 and 9.0. Based on previous data collected and other anecdotal evidence, the Lahontan Water Board recognizes that pH levels in storm water runoff may fluctuate naturally depending on site characteristics. Therefore, Dischargers are required to sample for pH when site conditions have the potential to affect pH. If the results do not meet the benchmark range levels, Dischargers are required to investigate the cause of the pH excursion and implement corrective actions as needed. This action level is expected to protect receiving waters from changes in pH by more than 0.5, which is the receiving water objective for pH in the Lake Tahoe Hydrologic Unit.

1. Compliance Storm Event

This General Permit contains "compliance storm event" exceptions from the technology-based turbidity NEL similar to the Statewide Construction General Permit, Order No. 2009-0009-DWQ. The rationale is that technology-based requirements are developed assuming a certain design storm (defined as the storm producing a rainfall amount for a specified BMPs capacity). Compliance thresholds are needed for storm events above and beyond the design storms assumed to determine the technology-based NELs. This General Permit establishes a compliance storm event as the equivalent rainfall in a 20-year, 1-hour storm, which is 1 inch of rainfall in a 1-hour period. This compliance storm event was chosen because it is consistent with the Basin Plan and other policies for pre- and post-construction BMP requirements.

2. Best Management Practices (BMPs)

Construction activity may result in the discharge of pollutants to receiving waters through storm water runoff and additional dry weather flows. These discharges can be minimized through use of BMPs and other pollution prevention measures that reduce dry weather discharges, reduce erosion, retain sediment, and minimize contact of materials with storm water. Consistent with 40 CFR 122.44(k)(4), Order No. R6T-2011-0019 established BMPs and the requirement to develop and implement a SWPPP. This General Permit carries over the requirements to implement BMPs and a SWPPP.

This General Permit also establishes requirements for a Rain Event Action Plan (REAP) to protect all exposed portions of sites with active construction activities within 24 hours prior to any likely precipitation event. The trigger for preparing a REAP is set as a 30 percent chance of 0.1 inch or more of precipitation based on the NOAA weather forecast table interface. The weather table interface may be found under the links for "Additional Forecasts and Information" for each local area forecast. The objective of the REAP

requirement is to ensure that BMPs are properly planned, evaluated, and implemented prior to significant rain events, particularly in context of potential summer thunderstorm activity in this high elevation watershed. REAP requirements do not apply to sites where land-disturbing construction activity is suspended during the period October 16 to April 30 of the following year, under the requirement that sites must be fully winterized in accordance with the General Permit.

B. Water Quality-Based Effluent Limitations (WQBELs)

Section 301(b) of the CWA and section 122.44(d) require that permits include limitations more stringent than applicable federal technology-based requirements where necessary to achieve applicable water quality standards.

Section 122.44(d)(1)(i) mandates that permits include effluent limitations for all pollutants that are or may be discharged at levels that have the reasonable potential to cause or contribute to an exceedance of a water quality standard, including numeric and narrative objectives within a standard. Where reasonable potential has been established for a pollutant, but there is no numeric criterion or objective for the pollutant, WQBELs must be established using: (1) USEPA criteria guidance under CWA section 304(a), supplemented where necessary by other relevant information; (2) an indicator parameter for the pollutant of concern; or (3) a calculated numeric water quality criterion, such as a proposed state criterion or policy interpreting the state's narrative criterion, supplemented with other relevant information, as provided in section 122.44(d)(1)(vi).

The process for determining reasonable potential and calculating WQBELs when necessary is intended to protect the designated uses of the receiving water as specified in the Basin Plan, and achieve applicable water quality objectives and criteria that are contained in other state plans and policies.

1. Applicable Beneficial Uses and Water Quality Criteria and Objectives

Beneficial uses of surface waters within the Lake Tahoe Hydrologic Unit include MUN, AGR, GWR, FRSH, REC-1, REC-2, COLD, SPWN, COMM, WILD, WQE, FLD, NAV, BIOL, RARE, and MIGR.

The Basin Plan includes both narrative and numeric water quality objectives applicable to receiving waters in the Lake Tahoe Hydrologic Unit. In addition, priority pollutant water quality criteria in the California Toxic Rule (CTR) are applicable to receiving waters in the Lake Tahoe Hydrologic Unit.

2. Determining the Need for WQBELs

Typical pollutants expected in discharges of storm water runoff from construction activities include nutrients, sediments, and petroleum products. As discussed above, Chapter 5.6 of the Basin Plan establishes effluent

limitations to be implemented in storm water permits for total nitrogen, total phosphate (as total phosphorus), total iron, turbidity, and grease and oil. These parameters serve as indicator parameters to ensure water quality standards for biostimulatory substances, clarity, oil and grease, sediment, settleable materials, suspended materials, suspended sediment, transparency, and turbidity are not exceeded in the receiving water. Order No. R6T-2011-0019 established effluent limitations for total nitrogen, total phosphate (as total phosphorus), total iron, turbidity, and grease and oil based on the requirements of Chapter 5.6 of the Basin Plan. These effluent limitations have been carried over and serve as both water quality-based effluent limitations as well as technology-based effluent limitations.

Table 5.1-3 (summarized in Attachment G) of the Basin Plan establishes water quality objectives for total nitrogen, total phosphorus, and total iron for some water bodies that may be more stringent than the effluent limitations established in Section 5.6 of the Basin Plan. In addition, Table 5.1-3 establishes effluent limitations for boron, chloride, sulfate, and total dissolved solids that are applicable to certain water bodies in the Lake Tahoe Hydrologic Unit. Order No. R6T-2011-0019 established the water quality objectives in Table 5.1-3 as receiving water limitations. The Lahontan Water Board found that the effluent limitations established in Section 5.6 of the Basin Plan, and receiving water limitations based on the water quality objectives established on Table 5.1-3 of the Basin Plan were protective of water quality. As such, this General Permit carries over these receiving water limitations.

Due to the presence of portable sanitation devices (porta-potties), the synergistic effects of unknown pollutants in storm water runoff, and the potential presence of toxic materials at construction sites, both bacteria and toxicity are pollutants of concern. Consistent with the water quality standards established in Section 5.1 of the Basin Plan for toxicity and coliform, Order No. R6T-2011-0019 established the narrative effluent limitation:

"All surface flows generated within the project area, or as a results of the development of the project, which are discharged to surface waters or municipal storm water collection systems shall not contain the following:

i. Substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, or animal life; and

ii. Coliform organisms attributable to human wastes."

The narrative effluent limitation for toxicity and coliform organisms has been carried over.

Section 5.6 of the Basin Plan requires storm water permits issued by the Lahontan Water Board to take into consideration the quality of run-on from offsite areas. Order No. R6T-2011-0019 required that, if pollutant concentrations of waters entering the project area exceed the numerical limitations specified above, there shall be no increase in the constituent concentrations in the waters that are discharged from the project area. Consistent with section 5.6 of the Basin Plan, this requirement has been carried over.

C. Satisfaction of Anti-Backsliding Requirements

Sections 402(0)(2) and 303(d)(4) of the CWA and federal regulations at 40 CFR 122.44(1) prohibit backsliding in NPDES permits. These anti-backsliding provisions require that effluent limitations in a reissued permit must be as stringent as those in the previous permit, with some exceptions in which limitations may be relaxed. The effluent limitations in this General Permit are at least as stringent as the effluent limitations in Order No. R6T-2011-0019.

D. Satisfaction of Antidegradation Policy

40 CFR section 131.12 requires that the state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution No. 68-16. Resolution No. 68-16 incorporates the federal antidegradation policy where, the federal policy applies under federal law. Resolution No. 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings. The Lahontan Water Board's Basin Plan implements, and incorporates by reference, both the state and federal antidegradation policies.

This General Permit is no less stringent than Order No. R6T-2011-0019 and does not extend the coverage of the General Permit beyond the types of Dischargers previously authorized to discharge under Order No. R6T-2011-0019. The Lahontan Water Board has considered antidegradation pursuant to 40 CFR 131.12 and State Water Board Resolution No. 68-16 and finds that the subject discharges are consistent with the provisions of these policies. An antidegradation analysis is not necessary for this General Permit. Discharges not consistent with the provisions of these policies and regulations are not eligible for coverage by this General Permit.

E. Stringency of Requirements for Individual Pollutants

This General Permit contains both technology-based effluent limitations and WQBELs for individual pollutants. The technology-based effluent limitations consist of restrictions on total nitrogen, total phosphorus, total iron, turbidity, and grease and oil. This General Permit’s technology-based pollutant restrictions implement the minimum, applicable federal technology-based requirements.

1. All surface flows generated within the project site that discharge to surface waters or municipal storm sewer collection systems shall not contain constituents in excess of the following concentrations:

Effluent Limitations

Parameter	Units	Maximum Daily Effluent Limitations for Discharge to Surface Waters
Total Nitrogen (as N)	mg/L	0.5
Total Phosphorus (as P)	mg/L	0.1
Total Iron	mg/L	0.5
Turbidity	NTU	20*
Grease and Oil	mg/L	2

Note* - For ATS: 10 NTU for daily flow-weighted average and 20 NTU for any single sample.

2. If constituent concentrations of waters entering the project area exceed the numerical limitations specified above, there shall be no increase in the constituent concentrations in the waters that are discharged from the project area.

3. All surface flows generated within the project area, or as a result of the development of the project that are discharged to surface waters or municipal storm water collection systems shall not contain the following:

   a. Substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, or animal life; and

   b. Coliform organisms attributable to human wastes.

V. RECEIVING WATER LIMITATIONS

The Basin Plan contains numeric and narrative water quality objectives applicable to all surface waters within the Lahontan Region as well as site-specific objectives for certain waters within the Lake Tahoe Hydrologic Unit. The Basin Plan also includes an objective to maintain the high quality waters pursuant to federal regulations (40 CFR 131.12) and State Water Board Resolution No. 68-16 (Anti-Degradation Policy). Surface water limitations in this General Permit are included to ensure protection of background water quality and beneficial uses of the receiving water.

VI. TRAINING QUALIFICATIONS AND CERTIFICATION

USEPA suggests that qualified personnel prepare SWPPPs and points to numerous states that require certified professionals to be on construction sites at all times. States that currently have certification programs are California, Washington, Georgia, Florida, Delaware, Maryland, and New Jersey.

This General Permit requires that all SWPPPs be written, amended, and certified by a Qualified SWPPP Developer (QSD) and that a Qualified SWPPP Practitioner (QSP) is responsible for implementing the SWPPP. A QSD and/or QSP must possess one of the certifications and or registrations specified in this General Permit. Table 3 provides an overview of the criteria used in determining qualified certification titles for a QSD and QSP.

VII. BEST MANAGEMENT PRACTICES

Consistent with 40 CFR 122.44(k)(4), Dischargers are required to implement specific BMPs to control or abate the discharge of pollutants that are likely to be present in storm water runoff from construction sites. In addition, 40 CFR 122.45 establishes BMP requirements for erosion and sediment controls, soil stabilization, dewatering, pollution prevention measures, prohibited discharges, and surface outlets as BPT and BCT. This General Permit establishes minimum BMPs to be implemented by Dischargers, based on Order No. R6T-2011-0019, the Statewide Construction General Permit, and the requirements of 40 CFR 122.45.

A. Site Management

Proper handling and managing of construction materials and controlling the limits of land disturbing activities can help minimize threats to water quality. Dischargers must consider appropriate site management measures for construction materials and other potential pollutant sources, waste management, vehicle storage and maintenance, landscape materials, vehicle access routes, and construction limits.

B. Sediment and Erosion Control

Sediment control BMPs should be used in combination with erosion controls as a means of preventing storm water contamination. Dischargers are required to consider perimeter control measures such as installing silt fences or placing straw wattles below slopes, installing drain inlet protection, installing temporary check dams in flow lines, and constructing sediment basins to capture and treat runoff.

The best way to minimize the risk of creating pollution problems during construction is to prevent erosion at the source. Dischargers are required to implement effective erosion control measures in combination with appropriate sediment control measures such as preserving existing vegetation where feasible, limiting disturbance, and stabilizing and re-vegetating disturbed areas as soon as possible after grading or construction activities. Particular attention must be paid to large, mass-graded sites where the potential for soil exposure to the erosive effects of rainfall and wind is great and where there is potential for significant sediment discharge from the site to surface waters. Until permanent vegetation is established, temporary soil stabilization is the most cost-effective

and expeditious method to protect soil particles from detachment and transport by rainfall. Dischargers are required to consider measures such as covering disturbed areas with mulch, applying temporary seeding, and using soil stabilizers, binders, or blankets. These erosion control measures are only examples of what should be considered and should not preclude new or innovative approaches currently available or being developed.

Inappropriate management of run-on and runoff can increase erosion and result in excessive physical impacts to receiving waters from sediment and increased flows. Dischargers are required to manage all run-on and runoff from a project site. Examples include installing berms, gravel bags, or other temporary run-on and runoff diversions, and providing outlet protection at discharge points.

C. Non-Storm Water Management

Non-storm water discharges directly connected to receiving waters or the storm drain system have the potential to negatively impact water quality and are prohibited unless a prohibition exemption is granted in writing. Dischargers must implement measures to control all non-storm water discharges to land during construction that are conditionally allowed under the terms of this General Permit. Examples include; properly washing vehicles in contained areas, controlling water applications when cleaning streets, and minimizing irrigation runoff. Control measures must be described in the SWPPP.

D. Dewatering

The discharge of dewatering waste to surface waters is allowed only when alternative options have been considered and deemed infeasible. When dewatering waste must be discharged to surface waters, a site-specific dewatering plan shall be prepared and accepted by Lahontan Water Board staff before the discharge may commence. The plan shall be incorporated into the project SWPPP and provided with the NOI whenever possible. The General Permit is intended to cover situations where dewatering waste may be diverted from drainages or sumps onto a portion of the project site for conveyance, treatment, retention, and/or disposal. For work or discharges in certain areas such as SEZs, a Basin Plan prohibition exemption may be required.

E. Inspection, Maintenance, and Repair

All management measures must be periodically inspected, maintained and repaired to ensure that receiving water quality is protected. Frequent inspections coupled with thorough documentation and timely repair are required by the General Permit.

F. Rain Event Action Plan

A Rain Event Action Plan (REAP) is a written document, specific for each rain event, that when implemented, protects all exposed portions of the site. The REAP requirement is designed to ensure that Dischargers have adequate materials, staff, and time to implement erosion and sediment control measures before the storm event occurs. A REAP shall be developed at least 24 hours before the day a forecast of 30 percent or greater probability of 0.1 inch or more of precipitation is predicted in the project area. This requirement differs from the requirements established in the Statewide Construction General Permit due to the nature of summer thunderstorms that typically occur in the Lake Tahoe Basin.

Dischargers shall consult the National Oceanic and Atmospheric Administration (NOAA) website to determine the probability of predicted rain events in the project area. The website link is: http://www.srh.noaa.gov/forecast. Dischargers should be prepared to respond rapidly during periods when thunderstorm activity is predicted and monitor weather conditions for impending thunderstorms that may be localized in the project area.

G. Active Treatment System (ATS[1]) Requirements

Requirements in this General Permit for the use of an ATS is identical to the requirements established in the Statewide Construction General Permit. There are instances on construction sites where traditional erosion and sediment controls do not effectively control accelerated erosion. Under such circumstances, or under circumstances where storm water discharges leaving the site may cause or contribute to an exceedance of a water quality standard, the use of an ATS may be necessary. Additionally, it may be appropriate to use an ATS when site constraints inhibit the ability to construct a correctly sized sediment basin, when clay and/or highly erosive soils are present, or when the site has very steep or long slope lengths.[2]

The ATS requirements set forth in this General Permit are based on those in place for small wastewater treatment systems, ATS regulations from the Central Valley Regional Water Quality Control Board (September 2005 memorandum "2005/2006 Rainy Season – Monitoring Requirements for Storm Water Treatment Systems that Utilize Chemical Additives to Enhance Sedimentation"), the Construction Storm Water Program at the State of Washington's Department of Ecology, as well as recent advances in technology and knowledge of coagulant performance and aquatic safety. The effective design of an ATS

[1] An ATS is a treatment system that employs chemical coagulation, chemical flocculation, or electrocoagulation in order to reduce turbidity caused by fine suspended sediment

[2] Pitt, R., S. Clark, and D. Lake. 2006. Construction Site Erosion and Sediment Controls: Planning, Design, and Performance. DEStech Publications. Lancaster, PA. 370pp.

requires a detailed survey and analysis of site conditions. With proper planning, ATS performance can provide exceptional water quality discharge and prevent significant impacts to surface water quality, even under extreme environmental conditions.

These systems can be very effective in reducing the sediment in storm water runoff, but the systems that use additives/polymers to enhance sedimentation also pose a potential risk to water quality (e.g., operational failure, equipment failure, additive/polymer release, etc.). The State and Lahontan Water Boards are concerned about the potential acute and chronic impacts that the polymers and other chemical additives may have on fish and aquatic organisms if released in sufficient quantities or concentrations. In addition to anecdotal evidence of polymer releases causing aquatic toxicity in California, the literature supports this concern.[3] For example, cationic polymers have been shown to bind with the negatively charged gills of fish, resulting in mechanical suffocation.[4] Due to the potential toxicity impacts, which may be caused by the release of additives/polymers into receiving waters, this General Permit establishes residual polymer monitoring and toxicity testing requirements for discharges from construction sites that utilize an ATS.

The primary treatment process in an ATS is coagulation/flocculation. ATSs operate on the principle that the added coagulant is bound to suspended sediment, forming floc, which is gravitationally settled in tanks or a basin, or removed by sand filters. A typical installation utilizes an injection pump upstream from the clarifier tank, basin, or sand filters, which is electronically metered to both flow rate and suspended solids level of the influent, assuring a constant dose. The coagulant mixes and reacts with the influent, forming a dense floc. The floc may be removed by gravitational setting in a clarifier tank or basin, or by filtration. Water from the clarifier tank, basin, or sand filters may be routed through cartridge(s) and/or bag filters for final polishing. Vendor-specific systems use various methods of dose control, sediment/floc removal, filtration, etc., that are detailed in project-specific documentation. The particular coagulant/flocculant to be used for a given project is determined based on the water chemistry of the site because the coagulants are specific in their reactions with various types of sediments. Appropriate selection of dosage must be carefully matched to the characteristics of each site.

ATSs are operated in two differing modes, either Batch or Flow-Through. Batch treatment can be defined as Pump-Treat-Hold-Test-Release. In Batch treatment, water is held in a basin or tank, and is not discharged until treatment is complete.

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[3] RomØen, K., B. Thu, and Ø. Evensen. 2002. Immersion delivery of plasmid DNA II. A study of the potentials of a chitosan based delivery system in rainbow trout (*Oncorhynchus mykiss*) fry. *Journal of Controlled Release* **85**: 215-225.

[4] Bullock, G., V. Blazer, S. Tsukuda, and S. Summerfelt. 2000. Toxicity of acidified chitosan for cultured rainbow trout (*Oncorhynchus mykiss*). *Aquaculture* **185**:273-280.

Batch treatment involves holding or recirculating the treated water in a holding basin or tank(s) until treatment is complete or the basin or storage tank(s) is full. In Flow-Through treatment, water is pumped into the ATS directly from the runoff collection system or storm water holding pond, where it is treated and filtered as it flows through the system, and is then directly discharged. "Flow-Through Treatment" is also referred to as Continuous treatment."

1. Effluent Standards

This General Permit establishes NELs for discharges from construction sites that utilize an ATS. These systems lend themselves to NELs for turbidity and pH because of their known reliable treatment. Advanced systems have been in use in some form since the mid-1990s. ATSs are considered reliable, can consistently produce a discharge of less than 10 NTU, and have been used successfully at many sites in several states since 1995 to reduce turbidity to very low levels.[5]

This General Permit contains "compliance storm event" exceptions from the technology-based NELs for ATS discharges. The rationale is that technology-based requirements are developed assuming a certain design storm. For consistency with the compliance storm event for BMP performance in this General Permit, the compliance storm event for ATS use is 1 inch of rain in a 1-hour period (20-year, 1-hour storm).

2. Training

Operator training is critical to the safe and efficient operation and maintenance of the ATS, and to ensure that all State Water Board monitoring and sampling requirements are met. The General Permit requires that all ATS operators have training specific to using ATS liquid coagulants.

H. Post-Construction Standards

Post-construction standards in this General Permit are focused on reducing fine sediment and nutrient loading to Lake Tahoe and are consistent with requirements developed under the Lake Tahoe Total Maximum Daily Load (TMDL) program. For municipal and public roadway storm water treatment facilities, each municipal jurisdiction and state highway departments must meet the requirements set forth in its respective municipal NPDES storm water permit.

For new development, re-development, and existing development BMP retrofit projects, Dischargers shall consider opportunities to infiltrate stormwater runoff from impervious surfaces. At a minimum, permanent stormwater infiltration

[5] Currier, B., G. Minton, R. Pitt, L. Roesner, K. Schiff, M. Stenstrom, E. Strassler, and E. Strecker. 2006. The Feasibility of Numeric Effluent Limits Applicable to Discharges of Storm Water Associated with Municipal, Industrial and Construction Activities.

facilities must be designed and constructed to infiltrate runoff generated by the 20 year, 1-hour storm, which equates to approximately one inch of runoff over all impervious surfaces during a 1-hour period; or must meet the requirements of applicable municipal storm water permits; or must meet the alternative requirements described below. Where conditions permit, project proponents should consider designing infiltration facilities to accommodate runoff volumes in excess of the 20 year, 1-hour storm to provide additional stormwater treatment.

Infiltrating runoff volumes generated by the 20-year, 1-hour storm may not be possible in some locations due to shallow depth to seasonal groundwater levels, unfavorable soil conditions, or other site constraints such as existing infrastructure or rock outcroppings. In the event that site conditions do not provide opportunities to infiltrate the runoff volume generated by a 20 year, 1-hour storm, project proponents must either (1) provide information showing how treatment facilities are expected to meet the numeric effluent limits in the Basin Plan, or (2) document written acceptance by the local municipality or state highway department that shared stormwater treatment facilities treating private property discharges and public right-of-way stormwater are sufficient to meet the municipality's average annual fine sediment and nutrient load reduction requirements.

Runoff from parking lots, retail and commercial fueling stations, and other similar land uses may contain oil, grease, and other hydrocarbon pollutants. Project proponents designing treatment facilities for these areas must include pre-treatment devices to remove hydrocarbon pollutants prior to infiltration or discharge and contingency plans to prevent spills from polluting groundwater.

VIII. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

This General Permit establishes requirements for the development and implementation of a SWPPP to identify the sources of sediment and other pollutants that affect the quality of storm water discharges; and to describe and ensure the implementation of BMPs to minimize or eliminate sediment and other pollutants in storm water and non-storm water discharges. The conditions of SWPPP are based on previous requirements in Order No. R6T-2011-0019 and the Statewide Construction General Permit.

This General Permit provides more detailed requirements for the content and organization of SWPPPs to be developed. A suggested checklist for the SWPPP is also presented in Attachment H.

IX. MONITORING AND REPORTING PROGRAM REQUIREMENTS

Section 122.48 requires that all NPDES permits specify requirements for recording and reporting monitoring results. Water Code sections 13267 and 13383 authorize the Lahontan Water Board to require technical and monitoring reports. The Construction Site Monitoring and Reporting Program (CSMRP),

Attachment C of this General Permit, establishes monitoring and reporting requirements to implement federal and state requirements. The following provides the rationale for the monitoring and reporting requirements contained in the CSMRP for this facility.

A. Visual Inspections

To ensure the proper implementation of BMPs and the SWPPP, and record site conditions for use in compliance determination, visual inspections of the site are required each work day during active construction periods, and at least once a month during long periods of inactivity such as the winter shut-down period. Visual inspection are also required pre-, post-, and during precipitation events. Results of inspections must be documented and maintained with the project SWPPP.

B. Storm Water Discharge Monitoring

Pursuant to the requirements of 40 CFR 122.44(i)(2), effluent monitoring is required for all constituents with effluent limitations. Effluent monitoring is necessary to assess compliance with effluent limitations and to assess the impacts of the discharge on the receiving water. Sampling shall be conducted at all identified discharge points in accordance with the requirements of the CSMRP. The CSMRP requires daily sampling and analysis of storm water discharge events for turbidity using calibrated portable field meters to evaluate potential impacts from land-disturbing activities.

This General Permit also requires that all Dischargers develop a sampling and analysis strategy for monitoring pollutants that are not visually detectable in storm water. The sampling strategy shall be developed based on the potential pollutants to be present considering the construction materials, soil amendments, soil treatments, and historic contamination at the site. Monitoring for non-visible pollutants is required at any construction site when the exposure of construction materials occurs and where a discharge can cause or contribute to an exceedance of a water quality objective. Examples of non-visible pollutants include glyphosate (herbicides), diazinon and chlorpyrifos (pesticides), nutrients (fertilizers), and molybdenum (lubricants). The use of diazinon and chlorpyrifos is a common practice among landscaping professionals and may trigger sampling and analysis requirements if these materials come into contact with storm water. High pH values from cement and gypsum, high pH and suspended sediment concentrations from wash waters, and chemical/fecal contamination from portable toilets are also potential pollutants from construction projects.

The pH of effluent should be between 6.0 and 9.0 to ensure protection of water quality objectives set for receiving waters. This pH range is set as a numeric benchmark level that requires Dischargers to investigate the cause of any excursion outside of the 6.0-9.0 pH range. The Lahontan Water Board recognizes that, in some cases, pH levels in storm water runoff may occur at

levels outside of the range due to natural conditions. In these cases, Dischargers must provide data to demonstrate that an excursion is due to natural conditions.

The most effective way to avoid the sampling and analysis requirements, and to ensure permit compliance, is to avoid the exposure of construction materials to precipitation and storm water runoff by implementing appropriate BMPs. However, preventing or eliminating the exposure of pollutants at construction sites is not always possible. Some materials, such as soil amendments, are designed to be used in a manner that will result in exposure to storm water. In these cases, it is important to make sure that these materials are applied according to the manufacturer's instructions and at a time when they are unlikely to be washed away.

Other construction materials can be exposed when storage, waste disposal or the application of the material is done in a manner not protective of water quality. For these situations, sampling is required unless there is capture and containment of all storm water that has been exposed. In cases where construction materials may be exposed to storm water, but the storm water is contained and is not allowed to run off the site, sampling will only be required when inspections show that the containment failed or is breached, resulting in potential exposure or discharge to receiving waters.

C. Receiving Water Monitoring

1. Surface Water

The storm water discharge sampling requirements and NELs in this General Permit are sufficiently stringent such that surface water (also called receiving water) monitoring is not necessary in most situations. The storm water monitoring requirements specified above provide the most direct opportunity for Dischargers to assess site conditions and take corrective actions as necessary. The stringency of the NELs also provides a sufficient enforcement mechanism to ensure that water quality is protected. Additionally, most storm water discharges are commingled with effluent from a variety of sources before discharging to surface waters. These conditions complicate analysis of the results and make it difficult to determine the cause of any potential effects on surface water quality. Therefore, this General Permit requires surface water sampling only in certain cases when stormwater discharge sampling is infeasible and there is a direct discharge to surface waters from overland flow, or during upsets that discharge to surface waters. These conditions are most often encountered on stream restoration projects where grading activities are located immediately adjacent to the surface water. In these cases, Dischargers are required to collect surface water samples up and downstream of the project site.

2. Bioassessments

This General Permit requires a bioassessment of receiving waters for Dischargers with construction projects equal to or larger than 30 acres with direct discharges into wadeable streams. Benthic macroinvertebrate samples shall be taken upstream and downstream of the site's discharge points in the receiving water. Bioassessments measure the quality of the stream by analyzing the aquatic life present. Higher levels of appropriate aquatic species tend to indicate a healthy stream; whereas low levels of organisms can indicate stream degradation.

Active construction sites have the potential to discharge large amounts of sediment and pollutants into receiving waters. Requiring a bioassessment for large project sites, with the most potential to impact water quality, provides data regarding the health of the receiving water prior to the initiation of construction activities. Pre- and post-construction data can be used to compare the effects of the construction activity on the receiving water.

Specific requirements of bioassessments are established in Attachment C-1 and have been developed to be consistent with the requirements of the Statewide Construction General Permit. Each ecoregion (biologically and geographically related area) in the state has a specific yearly peak time where stream biota is in a stable and abundant state. This time of year is called an Index Period and is from July 1 through August 15 in the Lake Tahoe Hydrologic Unit. The bioassessment requirements specify that benthic macroinvertebrate sampling be conducted within this index period. If pre-construction bioassessment cannot be completed within the index period, the discharger shall pay into the Surface Water Ambient Monitoring Program (SWAMP) bank account in accordance with Appendix 3 of Order No. 2009-0009-DWQ. Bioassessment methods are required to be in accordance with the SWAMP in order to provide data consistency within the state as well as generate useable biological stream data.

D. Reporting Requirements

1. 24-Hour Reporting

Pursuant to the requirements of 40 CFR 122.41(l)(6), this General Permit requires Dischargers to orally report to Lahontan Water Board staff within 24 hours whenever an adverse condition occurs as a result of this discharge. An adverse condition includes, but is not limited to, a violation or threatened violation of the conditions of this General Permit, significant spills of petroleum products or toxic chemicals, or damage to control facilities that could affect compliance pursuant to section 13267(b) of the California Water Code, a written notification of the adverse condition shall be submitted to the Lahontan Water Board within five (5) business days of occurrence. The written notification shall identify the adverse conditions, describe the actions

necessary to remedy the condition and/or the actions implemented to abate the problem from continuing, and specify a timetable, subject to the modifications of the Lahontan Water Board, for remedial actions.

In the event that sampling results exceed any applicable NEL, Dischargers shall orally notify the Lahontan Water Board within 24 hours after the NEL exeedance has been identified and electronically submit all storm event sampling results through the SMARTS within five (5) business days after the NEL exceedance has been identified

2. Annual Report

Dischargers must prepare and electronically submit an Annual Report no later than November 30 of each year using the module provided in SMARTS. The report shall cover the period from October 16 of the previous year through October 15 of the current year. The Annual Report must include a summary and evaluation of all sampling and analysis results, original laboratory reports, chain-of-custody forms, corrective actions taken during the compliance year, and identification of any compliance activities or corrective actions that were not implemented.

3. Final Report

Dischargers shall prepare a final report following completion of project construction to demonstrate that the project is completed as planned and water quality impacts have been mitigated. Dischargers shall electronically submit the report through SMARTS. Photos of the site must be included along with a description of how the site was stabilized. The report must also describe as applicable: 1) whether the project was completed as planned in the NOI and/or any modification of the construction plans for the proposed storm water collection treatment, or disposal facilities or restoration work; 2) details of any change in the amount of impervious coverage for the project site beyond what was authorized; and 3) any significant problem(s) which occurred during project construction and remedial measures planned or implemented.

4. Restoration Monitoring and Reporting

Restoration projects are often executed to improve existing water quality conditions; therefore, it is necessary to monitor restoration project effectiveness until it is self-sustaining. Monitoring information can also identify project and/or construction method strengths and weaknesses. This knowledge can provide feedback into the maintenance of the existing system and also be applied to future water quality improvement projects.

This General Permit requires Dischargers to submit a detailed effectiveness monitoring plan as part of the Construction Site Monitoring and Reporting

Program (CSMRP) that includes annual performance criteria for the review and acceptance by the Lahontan Water Board staff. A contingency plan must also be submitted for actions to be taken if performance criteria are not met.

Ideally, pre- and post-construction monitoring is required to best evaluate the success of the restoration project. Monitoring should include, but not be limited to, assessments of vegetative cover and water quality and quantity measurements. Where appropriate, monitoring should also include up-gradient and down-gradient sampling of water entering a treatment method (sediment can, sand and oil trap).

X. COMPLIANCE DETERMINATION

This General Permit includes the following criteria on how compliance will be determined as discussed below.

A. Compliance with Effluent Limitations

As previously discussed under section IV – Effluent Limitations, the technology-based turbidity NEL in this General Permit is based on the performance of a BMP assuming a certain design storm (defined as the storm producing a rainfall amount). Compliance with the NELs will not be required for storm events that exceed the equivalent rainfall in a 20-year, 1-hour storm (1 inch of rainfall in a 1-hour period). Dischargers are required to provide supporting documentation (i.e., evidence of actually rainfall amount for the area, such as an on-site rain gauge and rainfall data provided by NOAA) to the Lahontan Water Board for any claims that an effluent limit exceedance occurred during a storm event exceeding a 20-year, 1-hour storm.

Additionally, NELs may not apply when run-on conditions are causing an exceedance of an NEL or when discharges do not reach surface waters. Dischargers must provide data and information to support any claim that the NELs do not apply due to these circumstances.

B. Multiple Sample Data

The NELs in this General Permit are evaluated as a maximum daily effluent limitation (MDEL). Pursuant to NPDES regulations (40 CFR part 122.2), *maximum daily discharge* limitation means the highest allowable "daily discharge." *Daily* discharge means the "discharge or a pollutant" measured during a calendar day or any 24-hour period that reasonable represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of measurement other than mass, the daily discharge is calculated as the average measurement of the pollutant over the day. For purposes of this General Permit, the daily average effluent value is defined as the arithmetic mean of the daily effluent data. When determining compliance when more than one sample result is available due to collection at multiple discharge points

and/or multiple times during the calendar day, Dischargers shall compute the arithmetic mean concentration for each day of discharge.

Samples must be representative of the volume and quality of runoff from the site. Sample collection must not be manipulated in such a way as to skew the maximum daily effluent value. However, Dischargers may indicate the proportional area or flow from the site that each discharge point represents and factor this into the daily average for the entire site when reporting the data.

C. Maximum Daily Effluent Limitation

The NELs in this General Permit are evaluated as a maximum daily effluent limitation (MDEL). If a daily average concentration (or when applicable, the daily median) exceeds the MDEL for a given parameter, Dischargers will be considered out of compliance for that parameter for that one day only within the reporting period.

D. Sampling by Other Parties

Sampling may be conducted by persons other than the Discharger. Lahontan Water Board staff, operators of municipal separate storm sewer systems, or others may analyze storm samples. Samples collected by others may be used with other data to determine MDELs and to conduct compliance determinations, as provided above.

XI. PUBLIC PARTICIPATION

The Lahontan Water Board is considering the issuance of waste discharge requirements (WDRs) that will serve as a National Pollutant Discharge Elimination System (NPDES) permit for discharges of storm water from construction-related activities. This proposed General Permit has been developed for review and comment by the public. As a step in the WDR adoption process, the Lahontan Water Board staff has developed tentative WDRs. The Lahontan Water Board encourages public participation in the WDR adoption process.

A. Notification of Interested Parties

On December 18, 2015, the Lahontan Water Board notified Dischargers, interested agencies, and other interested parties of its intent to prescribe waste discharge requirements for construction-related activities in the Lake Tahoe Hydrologic Unit, and provided them with an opportunity to submit their written comments and recommendations on the draft tentative permit by January 18, 2016. Notification was provided through electronic mailing and posting on the Lahontan Water Board website. Lahontan Water Board staff revised the permit based on comments received on the tentative draft, and on February 8, 2016, the Lahontan Water Board notified Dischargers, interested agencies, and other interested parties that a proposed permit was available for public review. Notification was provided through electronic mailing and posting on the Lahontan

Water Board website. A public notice announcing the availability of the draft General Permit for review and comment was also published in Lake Tahoe area newspapers on February 5, 2016.

B. Written Comments

The staff determinations are proposed. Interested persons are invited to submit written comments concerning these proposed WDRs. Written comments must be submitted electronically to: Lahontan@waterboards.ca.gov with "Comments-Lake Tahoe CGP" in the subject line.

To be fully considered by staff and the Lahontan Water Board, written comments must be received at the Lahontan Water Board within five days of the Public Hearing to consider adopting the updated permit. Comments received after that date will be forwarded on to the Lahontan Water Board.

C. Public Workshop

The Lahontan Water Board conducted a public workshop January 12, 2016, to inform and discuss issues relating to the tentative WDRs with interested parties.

D. Public Hearing

The Lahontan Water Board has scheduled a public meeting to consider adopting the updated permit. The Board meeting is scheduled as follows:

Date: March 9-10, 2016
Time: TBD
Location: 971 Silver Dollar Avenue
South Lake Tahoe

Interested persons are invited to attend. At the public meeting, the Lahontan Water Board will hear testimony, if any, pertinent to the discharge, WDRs, and permit. Oral testimony will be heard; however, for accuracy of the record, important testimony should be in writing.

Please be aware that dates and venues may change. Our Web address is http://www.waterboards.ca.gov/lahontan/ where the public can access the current agenda for changes in dates and locations.

E. Waste Discharge Requirements Petitions

Any aggrieved person may petition the State Water Resources Control Board to review the decision of the Lahontan Water Board regarding the final WDRs. The petition must be submitted within 30 days of the Lahontan Water Board's action to the following address:

State Water Resources Control Board
Office of Chief Counsel
P.O. Box 100, 1001 I Street
Sacramento, CA 95812-0100

E. Information and Copying

The tentative effluent limitations and special provisions, comments received, and other information are on file and may be inspected at the Lahontan Water Board at any time between 8:30 a.m. and 4:45 p.m., Monday through Friday, at 2501 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150. Copying of documents may be arranged through the Lahontan Water Board by calling (530) 542-5400.

F. Register of Interested Persons

Any person interested in being placed on the mailing list for information regarding the WDRs and NPDES permit should contact the Lahontan Water Board, reference this facility, and provide a name, address, and phone number.

G. Additional Information

Requests for additional information or questions regarding this order should be directed to Bud Amorfini, Engineering Geologist, at 530-542-5463 or by email at Bud.amorfini@waterboards.ca.gov.

Table 1
Comparison of Lake Tahoe CGP Requirements
with State-wide CGP Requirements

Requirement	Description
Eligible Projects	State-Wide CGP includes two sets of requirements, one for conventional construction and one for linear underground/overhead (LUP) projects. The Tahoe CGP has one set of requirements for both conventional and LUP projects. There is no risk level in the Tahoe CGP. All projects are considered the same risk. Additionally, there is no option for an erosivity waiver in the Tahoe CGP.
Discharge Types Covered	Both the State-Wide and Lake Tahoe CGPs cover storm water and certain authorized non-storm water discharges to surface waters. Except for certain "low threat" discharges, the Lake Tahoe CGP prohibits all non-storm water waste discharges to floodplains and stream environment zones (SEZs). Exemptions may be granted for certain discharges to Stream Environment Zones (SEZs) and 100-year floodplains in accordance with Basin Plan policies presented in Attachment F of the Tahoe CGP.
Permit Registration Documents (PRDs)	Registration is the same for both permits. Separate module for the Tahoe CGP is established in the SMARTS (*Region 6 South Lake Tahoe Permit*).
Legally Responsible Person (LRP)	LRP requirements are the same for both permits.
QSD/QSP Qualifications	QSD/QSP qualifications and certifications are the same for both permits.
QSD/QSP Training and Testing Requirements	QSD/QSP training requirement is geared to the State-Wide CGP. State Board-sponsored training generally does not address requirements of the Tahoe CGP unless specifically added by the Trainer of Record. QSD/QSP test does not include elements of the Tahoe CGP.
Numeric Effluent Limitations (NELs)	Discharge compliance points are the same for both permits. However, in accordance with the Basin Plan, Tahoe CGP includes NELs for iron, nitrogen, phosphorus, oil and grease, and turbidity. Samples are required to be sampled for turbidity using portable field meters. Other constituents must be sampled in accordance with non-visible pollutant sampling requirements. The NEL for turbidity is 20 NTU and there is no numeric action level (NAL) compared with the State-Wide CGP. A daily average turbidity level must be determined in the same manner as that required in the State Board CGP. A benchmark or action level for pH is set at 6.0 to 9.0.

Compliance Storm Event	The compliance storm event for the Tahoe CGP is different than that set in the State-Wide CGP. Compliance with NELs is not required for pollutant concentrations that result from a 20-year, 1-hour storm event (1 inch of rain in a 1-hour period) or greater. This is geared toward the occurrence of summer thunderstorms, which can cause significant erosion in a short time frame during the active construction season. Supporting data including the time of sampling and the rain fall record from an on-site rain gauge or other nearby governmental agency is required for any claim of relief from the NELs.
Best Management Practices (BMPs)	The BMP requirements are essentially the same for both permits. The permit requires dischargers to implement appropriate BMPs from each of the following categories: 1) site management measures; 2) sediment and erosion controls; 3) dewatering controls (if applicable); 4) inspection, maintenance and repair, and 5) post-construction/LID measures. For the Tahoe CGP, land disturbing activities must cease by October 15 of each year, unless granted a variance. All projects must be winterized to prevent erosion during the period of October 16 through April 30 of the following year. For non-municipal projects, dischargers must demonstrate that post-construction controls will either infiltrate the 20-year, one-hour storm, meet numeric effluent limits in the Basin Plan, or be in compliance with municipal load reduction goals. Municipal construction projects must meet load reduction requirements set in the respective municipal NPDES permits in accordance with the Lake Tahoe TMDL.
Storm Water Pollution Prevention Plan (SWPPP)	SWPPP requirements are the same for both permits. A suggested outline for developing a SWPPP is provided in the Tahoe CGP.
Rain Event Action Plan (REAP)	The REAP trigger for the Tahoe CGP is a 30 percent chance of 0.1 inch of precipitation or more compared with a 50 percent chance in the State Board CGP. Additionally the REAP must be prepared at least 24 hours prior to predicted rain rather than 48 hours in the State Board CGP. The requirements are geared more toward thunderstorm activity in the Tahoe Basin.
Construction Site Monitoring and Reporting Program (CSMRP)	Monitoring requirements in the Tahoe CGP include daily inspections rather than weekly in the State Board CGP. Non-storm water discharge inspections are included in the daily routine; therefore, there are no non-storm water–specific inspections. During the winter inactive period (October 16 through April 30), monthly inspections are required. Pre-rain storm, post rain storm, and during rain storm (for extended events) are also required. Snow events do not trigger visual inspections.

	The Tahoe CGP does not include a qualifying storm event. Sampling is required whenever there is a discharge off the project boundaries. Otherwise, the scheme is the same (i.e., all discharge points must be sampled and a minimum of three samples must be collected per day). Sample analyses (turbidity and non-visibles) are the same for both permits. There is no receiving water sampling requirement in the Tahoe CGP unless specifically set for an individual site (typically for environmental restoration projects).
Reporting	The Tahoe CGP requires an annual report to be submitted by November 30 each year for the period of October 16 through October 15 the following year. The requirements include: 1) 24-hour reporting of an adverse condition resulting from a discharge (e.g., oil spill, unauthorized non-storm water discharge to surface waters, breach of perimeter controls, NEL violation); 2) reporting through SMARTS of all field data within 5 days (laboratory analyses within 5 days of receipt of the results; 3) annual reporting; and 4) final reporting upon project completion for NOT requests.
Other Potential Requirements	**Biosassessment** - Requirements are the same for both permits. Index period in Tahoe is July 1 through August 15. **ATS** – Requirements are the same for both permits, except the compliance storm event is the 20-year, 1-hour storm for the Tahoe CGP. **Stream Environment Zones (SEZs)/Floodplains** – The Lahontan Basin Plan contains certain prohibitions on waste discharges to SEZs and floodplains. Dischargers must identify whether their project includes non-storm water waste discharges or land disturbance to SEZs and/or floodplains in their NOI. Limited exemptions to the prohibitions may be applicable as detailed in Attachment F to the Tahoe CGP.

Table 2
Key Changes to Lake Tahoe Construction General Permit

Item	Description
Over winter sampling	Eliminated the over winter requirement to sample two rain events. Focus is on completing visual monitoring and BMP maintenance.
Sampling outside of active work days	Eliminated the requirement to collect samples outside of active working/business days (e.g., holidays, weekends). The requirement to visually inspect during daylight hours on any day is still included. Visual monitoring is more effective to respond to any problems. The sampling requirement during this time diverts limited resources away from ensuring the BMPs are properly functioning.
Basin Plan Prohibitions	Updated Basin Plan prohibitions and exemptions in the CGP and Attachment F. Basin Plan amendments were approved in 2014.
QSP management plan	Added language to require a written Qualified Storm Water Practitioner (QSP) management plan to achieve better onsite management by the QSP – can't operate remotely without a communication plan that ensures active QSP oversight.
Training documentation	Strengthened language to require documentation of weekly training of site personnel.
Receiving water sampling requirements	Added language to clarify when receiving water sampling is required. No change to existing requirements except to clarify language that some stakeholders found unclear.
Notice of Termination	Updated the Notice of Termination (NOT) requirements to be consistent with the options included in SMARTS. This reconciles the NOT requirements with what is provided in SMARTS.
Use of non-photo/biodegradable materials	Added language to prohibit use of non-photo/biodegradable materials (such as plastic netting) in permanent Best Management Practices (BMPs).

Table 3
Qualified SWPPP Developer/ Qualified SWPPP Practitioner Certification Criteria

Certification/ Title	Registered By	QSD/QSP	Certification Criteria
Professional Civil Engineer	California	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Professional Geologist or Engineering Geologist	California	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Landscape Architect	California	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Professional Hydrologist	American Institute of Hydrology	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites
Certified Professional in Erosion and Sediment Control™ (CPESC)	Enviro Cert International Inc.	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Certified Inspector of Sediment and Erosion Control™ (CISEC)	Certified Inspector of Sediment and Erosion Control, Inc.	QSP	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Certified Erosion, Sediment and Storm Water Inspector™ (CESSWI)	Enviro Cert International Inc.	QSP	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Certified Professional in Storm Water Quality™ (CPSWQ)	Enviro Cert International Inc.	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites 5. Continuing Education
Professional in Erosion and Sediment Control	National Institute for Certification in Engineering Technologies (NICET)	Both	1. Approval Process 2. Code of Ethics 3. Accountability 4. Pre-requisites

Appendix O: Spill Response Plan

SPILL RESPONSE & PREVENTION PLAN

Bijou Park Connector Trail
South Lake Tahoe, CA

May 2025

Prepared for:

City of South Lake Tahoe

1901 Airport Rd,

South Lake Tahoe, CA 96150

ESE Project No. 21240

Prepared by:

1. PROJECT CONTACTS

AGENCY OR ORGANIZATION	CONTACT PERSON	TELEPHONE	EMAIL
Eastern Sierra Engineering	Jennifer G. Roman, PE (QSD/QSP)	(775) 291-6337	jroman@esengr.com
City of South Lake Tahoe Public Works	Anush Nejad, PE (LRP)	(530) 542-6031	anejad@cityofslt.us
City of South Lake Tahoe	John Dickinson (QSP Delegate)	(530) 307-2652	jdickinson@cityofslt.us
Contractor (TBD)			
El Dorado County Environmental Management Department	Karen Bender	(530) 573-3453	karen.bender@edcgov.us
Water Quality Control Board, Lahontan Region	Jim Carolan	(530) 542-5477	Jim.Carolan@waterboards.ca.gov

2. INTRODUCTION

a. Purpose

The purpose of this Spill Response & Prevention Plan is to outline measures and guidelines to prevent spills and minimize their environmental impact during construction activities related to the Bijou Park Connector Trail. This plan has been developed as part of the Stormwater Pollution Prevention Plan (SWPPP) for compliance with the Tahoe Construction General Permit, specifically the following:

> ***"13. Develop a spill response plan prior to commencement of construction activities. The plan shall include:***
> ***a. Descriptions of equipment and materials required to be on site for cleanup of spills/leaks; and***
> ***b. Descriptions of appropriate spill response procedures, the responsible personnel, and the training records of such personnel. Include provisions to respond to potentially large spills that are beyond the capacity of the contractor to respond."***

Overall, the plan provides guidance on proper practices to prevent and respond to spills appropriately and includes information on field personnel. Pollutants that could come in contact with surface waters or the City of South Lake Tahoe storm drain system during project activities include hydrocarbons from equipment fuel or hydraulic fluid leaks, sediment, sawcutting slurry, pavement grindings, paints and solvents, concrete washouts, and exposure of various materials when no longer protected by cover or when piled into temporary stockpiles exposed to wind and rain.

This document is intended to be an overview of protocols to prevent and respond to potential spills on the project site. It is not intended to supersede any or all sub-contractor obligations to comply with all applicable laws, all reasonable directions and orders given by the City of South Lake Tahoe or regulatory agencies. This document's requirements supplement the guidance described in the SWPPP.

b. Project Description

The project is within the Bijou Community Park, located on Al Tahoe Boulevard in the City of South Lake Tahoe. The project is in Sections 02 and 03, Township 12 North, Range 18 East Mount Diablo Meridian. The site is relatively flat and is at an approximate elevation of 6,270 feet above Mean Sea Level. The work will be conducted in Land Capability District 7 and there are no floodplains or stream environment zones in the area of work. Anticipated groundwater depth exceeds 80 inches per Web Soil Survey.

At completion the project will include 2,546 feet (0.48 miles) of trail with a paved width of 10'. The completed path will encompass approximately 1.05 acres, including ramps and daylighting. Additional project disturbance results from installation of a double-barrel sediment trap immediately downstream of an existing drop inlet located on Al Tahoe Boulevard.

Site-disturbing activities are expected to occur between July 1, 2025 and October 15, 2025; however this plan shall be implemented from mobilization to demobilization.

3. SPILL PREVENTION

This portion of the plan is intended to explain the steps that should be taken in order to prevent spills and minimize their environmental impacts on the project site during active construction.

a. Training

When the construction contract is awarded, the SWPPP will be updated to include the training records for the contractor's personnel. Prior to construction, the Qualified SWPPP Practitioner (QSP) will train the Contractor and crew on all relevant spill control measures and what to do in the event of a spill to keep any pollutants from entering surface waters or City storm drain inlets. During active construction, the QSP will provide weekly training for the contractor and crew.

b. Spill Response Equipment and Material

The construction contractor will supply spill kits and materials that can be stored and readily deployed from staging areas. In addition, the contractor will be required to have a number of mobile spill kits for use in any fueling operations. Each construction crew will have sufficient supplies of absorbent and barrier materials on hand to allow the rapid containment and recovery of any spills.

Equipment and materials will include but not be limited to:

- 55-gallon drums or similar approved disposal container with proper signage;
- Absorbent pads;
- Plastic sheeting;
- Nitrile gloves;
- Safety goggles;
- Shovels and pertinent soil removal equipment will be staged next to spill kits along with fire extinguishing equipment.
- 20-gallon portable preventative spill kit for each refueling truck, kits will include:
    - White, oil-only Sonic Bonded Pads
    - White, oil-only socks (3"X48")
    - White, oil-only pillows
    - Nitrile gloves
    - Disposal bags, and
    - 20-gallon overpack

c. Spill Prevention Measures

- Equipment refueling is to be conducted at least 50 feet away from any drain inlets. Crew vehicles will be fueled offsite.
- Any five-gallon fuel container or similar will be kept in secondary containment, even when placed in the back of a truck.
- Regularly inspect and maintain all construction equipment to prevent leaks and malfunctions. If any leaks are detected remove the equipment from service and place a drip pan underneath until repairs can be made.
- Store and handle hazardous materials according to best practices and regulations.
- Limit fuel storage

d. Sediment and Erosion Control

- Implement erosion control measures as shown on the plans, and as described in the SWPPP.
- Monitor weather forecasts and schedule construction activities to avoid working during heavy rain events or periods of high winds.

e. Waste Management

- Establish designated areas for waste storage, recycling, and disposal, away from drain inlets.
- Properly manage construction debris and waste materials to prevent accidental spills.
- Keep construction debris piles to the minimum necessary so they can be easily off-hauled for proper disposal or fully covered with adequate perimeter control prior to any qualifying storm events.

f. Spill Response Plan Implementation and Preparation

- Contractor to provide a detailed spill response plan prior to construction that includes procedures for containing, cleaning, and reporting spills.
- Contractor to ensure all personnel are aware of the spill response plan and their roles during a incident.
- Contractor to keep adequate spill response equipment readily available on-site, such as absorbent materials, spill kits, and spill socks.

g. Monitoring and Reporting

- Contractor to visually monitor the site and equipment on a regular basis to detect any signs of equipment leaks or other potential pollutant discharges and if observed immediately address those issues.
- Immediately report any large spills or environmental incidents to the Lahontan Regional Water Quality Control Board, and appropriate authorities as required by local regulations.

h. Compliance and Inspection

- Conduct regular inspections to verify compliance with the spill prevention plan.
- Address any non-compliance issues promptly and implement corrective actions.

i. Record Keeping

Maintain detailed records of spill prevention training, inspections, spill response actions, and any other relevant documentation for future reference and accountability.

4. SPILL RESPONSE PROCEDURES

The following summarizes actions that are to be taken in the event of a discharge of oil product. Actions are dependent upon the location and size of the discharge. Uncontrolled discharges of oil to groundwater,

surface water, or soil is prohibited by State and Federal laws. Immediate action must be taken to control, contain, and recover any discharged oil product.

In general, the following steps are to be taken:

- First, personnel will assess the situation to determine potential safety concerns and hazards posed to personnel and the environment. The size (minor or major) of the discharge shall be taken into consideration, then the procedure for minor or major discharge steps should be taken.
- If possible and safe to do so, shut off and/or extinguish all ignition sources, including motors, electrical circuits, cigarettes, and open flames.
- Determine the source of the spill/discharge, and if safe to do so, immediately shut off the source of the spill/discharge, i.e., closing valves, emergency shut-off switch, power disconnect, applying leak stopping compound for pinhole leaks, deactivating pumps, and diverting flow to a pathway that is more contained.
- Material spilled and quantities will be identified to the degree possible.
- If safe to do so, use onsite spill response kits to prevent the spilled material from spreading. This can be done through personnel soaking up spilled fluids with absorbent pads or granules.
- Contaminated vegetation and soil can be excavated from the site, and along with soiled clean-up material, temporarily stored on plastic sheets or in appropriate drums with proper labeling until it can be removed for proper disposal. All contaminated materials will be removed and placed in a container designed to hold and transport the material. Label bin appropriately.
- Contact the Owner/Superintendent.
- Contact appropriate regulatory authorities (see Table 1, Notification List of Appropriate Agencies).
- Collect and dispose of recovered products according to State and Federal regulations.

a. Minor Discharge

Minor discharges which can usually be cleaned up by construction crew are described here:

- The quantity of product discharged is small (less than or equal to 10 gallons of oil product);
- Discharged material is easily stopped and controlled at the time of the discharge;
- Discharge is localized near the source;
- Discharged material is not likely to reach water;
- There is little risk to human health or safety; and
- There is little risk of fire or explosion.

The following steps are to be taken:

- Immediately notify the Owner/Superintendent.
- Under the direction of the Owner/Superintendent contain the discharge by placing absorbent material or other barriers in the path of the discharge.
- Place captured oil product/discharge debris in properly labeled and secure waste containers.
- **If the discharge involves more than 10 gallons of oil or reaches surface water, the Owner/Superintendent will call El Dorado County Environmental Management Department at (530) 573-3450.**

b. Major Discharge

For **major** discharges defined as one that cannot be safely controlled or cleaned up by facility personnel, such as when:

- The discharge is large enough to spread beyond the immediate discharge area;
- The discharged material enters water;

- The discharge requires special equipment or training to clean up;
- The discharged material poses a hazard to human health, safety, or the environment; or
- There is a danger of fire or explosion.

The following steps are to be taken:

- All facility personnel/onsite workers must immediately evacuate the discharge site, call emergency response (911) and move to designated staging areas at a safe distance from the discharge. Emergency response staging areas will be determined by emergency response personnel.
- Facility personnel/onsite workers must immediately contact the Owner/Superintendent, who will obtain assistance from authorized contractors, listed in Table 1 and direct the response and cleanup activities.
- The Owner/Superintendent must call for medical assistance if facility personnel/onsite workers are injured.
- The Owner/Superintendent must immediately contact the appropriate agencies.

c. Disposal of Recovered Material

The following describes the methods to be followed when disposing of any recovered materials under a large spill event.

Once the spill is contained, the cleanup contractors or authorized facility personnel will collect the spilled material and any materials used to contain or absorb the discharge and place the materials into secure and appropriately labeled containers. The area or surface that came in contact with the spilled material shall be decontaminated and cleaned up by an appropriate method that is permissible under local, State, and Federal laws. The specific methods used will depend upon the substance, applicable regulatory standards for the specific type of spilled materials, and other factors. All spilled material and debris will be managed in a manner that fully complies with applicable local, State, and Federal laws regarding recycling and disposal of hazardous wastes.

Qualified and licensed environmental response contractors, including but not limited to, Safety Kleen and Ramos Environmental, listed in Table 1 will handle the disposal of any recovered product, contaminated soil, contaminated materials and equipment, decontamination solutions, and absorbent materials collected during a response to a discharge incident, according to regulatory requirements. All such materials shall be handled and disposed of under standard California chain of custody regulations and procedures.

d. Reporting a Discharge

If there is a discharge, refer to the following section on the protocol and who to contact.

i. NRC Notification Procedure

Any size discharge (i.e., one that produces an oily sheen, emulsion, or sludge) that affects or threatens to affect navigable waters or adjoining shorelines **must be reported immediately to the National Response Center (NRC) at 1 (800) 424-8802.** The NRC is staffed 24 hours a day. The following information must be provided:

- The exact address and phone number of the facility
- The date and time of discharge
- The type of material discharged
- An estimate of the total quantity discharged
- An estimate of the quantity discharged to navigable waters
- The source of the discharge
- A description of all affected media

- The cause of the discharge
- Any damages or injuries caused by the discharge
- Actions being taken to stop, remove, and mitigate the effects of the discharge
- Whether an evacuation is needed as a result of the discharge
- Names of individuals and/or organizations who have also been contacted

ii. Agency Notification

Immediate reporting to the California Emergency Management Agency (CEMA) is also required when there are releases or threatened releases posing a significant present or potential hazard to human health and safety, property, or the environment under HSC §25507(a) and Title 19 California Code of Regulations [19CCR] §2703. In addition, HSC 25270.8 requires reporting of releases from a tank facility of greater than 42 gallons of petroleum into state waters or where they may pass into state waters. For these regulations, the releases much be immediately reported to the CEMA, and if necessary 911. For more information refer to the California Hazardous Materials Spill/Release Notification Guidance booklet (June 2009) available on the CEMA website at http://www.calema.ca.gov under the Response Tab – Hazardous Materials.

iii. Spill Reporting Requirements (Within 60 Days)

In addition to the immediate reporting above, 40 CFR 112.4 requires that information be provided to the US EPA Regional Administrator (RA), the California Emergency Management Agency and the Lahontan Regional Water Quality Control Board and any other agency in charge of oil pollution control activities within 60 days of the following discharge events:

1) A single discharge of more than 1,000 US gallons of oil to navigable waters or adjoining shorelines; or
2) Two discharges to navigable waters or adjoining shorelines each more than 42 US gallons of oil occurring within any twelve-month period.

The following information must be submitted to the RA:

1) Name of facility;
2) Name of person reporting;
3) Facility location;
4) Maximum storage or handling capacity of the facility and normal daily throughout;
5) Corrective action and countermeasures you have taken, including a description of equipment repairs and replacements;
6) An adequate description of the facility, including maps, flow diagrams, and topographical maps, as necessary;
7) The cause of the reportable discharge, including a failure analysis of the system or subsystem in which the failure occurred;
8) Additional preventative measures you have taken or contemplated to minimize the possibility of recurrence; and
9) Such other information as the Regional Administrator may reasonably require pertinent to the Plan or discharge.

5. EMERGENCY CONTACT LIST

If the spill cannot be safely and effectively controlled by facility personnel, then the owner/superintendent will notify outside contractors and agencies listed in the table below. The following table provides the contacts of the responsible personnel as well as their training records.

Table 1. Emergency Contacts

CONTACT ORGANIZATION/PERSON	CONTACT INFORMATION
Emergency and/or Spill Response	
Emergency Response (Fire, Ambulance, Police)	911
South Lake Tahoe Fire Department	(530) 542-6160
South Lake Tahoe Police Department	(530) 542-6100
Barton Hospital	(530) 541-3420
National Response Center (NRC)	(800) 424-8802 (202) 267-2180 (202) 267-1322 Fax http://www.nrc.uscg.mil c/o United States Coast Guard (G-RPF) - Room 2611-B 2100 2nd Street, SW Washington, D.C 20593-0001
California Emergency Management Agency State Warning Center	(800) 852-7550
Cleanup Contractors	**Ramos Environmental** 1515 S River Rd West Sacramento, CA 95691-9312 Phone: (916) 317-5747 **Safety Kleen** 1200 Marietta Way, Sparks NV 89431 Phone: (775) 331-4477
Petroleum Waste Disposal Contractor	**Reno Drain Oil Service** 11970 Interstate 80 East Sparks, NV 89434 Phone (775) 342-0351
Regulatory/Oversight Agencies	
El Dorado County Environmental Management Department	(530) 573-3450 3368 Lake Tahoe Blvd., Suite 303 South Lake Tahoe, CA 96150
City of South Lake Tahoe, Public Works/Engineering	(530) 542-6030 1052 Tata Lane South Lake Tahoe, CA 96150
California Regional Water Quality Control Board, Lahontan Region	(530) 542-6030 2501 Lake Tahoe Blvd. South Lake Tahoe, CA 96150
US E.P.A. Region 9	US E.P.A. Region 9 Main Number: (800) 231-3075 75 Hawthorne Street (SFD9-2) San Francisco, CA 94105

AMENDMENT 3 (C-XXX-2026) TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on August 3, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Eastern Sierra Engineering, Inc ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement (C-094-2021) are hereby amended to read as follows:

The following language is hereby added to the end of Section 1: Scope of Services.

Project, as described in **Amendment 3 – Exhibit A**, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place and in the manner specified in **Amendment 3 – Exhibit A** subject to the direction of the City. Consult shall have no power or authority by this Agreement to bind City in any respect.

Section 2 is hereby repealed in its entirety and replaced with the following language:

> Section 2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than December 31st, 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by December 31st, 2026 shall constitute a material breach of this Agreement as amended.

Section 3 is hereby repealed in its entirety and replaced with the following language:

> Section 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Amendment 3 – Exhibit A, which is attached hereto and incorporated herein by reference. Pursuant to this amendment, the Task 12 (Construction Assistance) will increase in budget by $12,700, bring the total task value to $32,170. An additional amount of $12,700.00 is authorized under this amendment. In no event shall Consultant compensation for work performed under this Agreement exceed the total contract amount of $415,493.00 (as amended by Amendment 1) plus the additional fee of $12,700.00 (Amendment 3), for a total amended fee of $428,193.00, without prior authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor

CONSULTANT

By: _____
Shawn Jenkins, President

Business License # 009340

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.588.7178
fax: 775.588.1726
P.O. Box 1819
Zephyr Cove, NV 89448
www.esengr.com

February 20, 2026

Steve Anderjack
Project Manager
City of South Lake Tahoe Public Works
1740 D Street
South Lake Tahoe, CA 96150

Subject: Amendment No. 3 for Bijou Park Class 1 BikeTrail, Contract No. C-094-2021

Dear Steve:

Civil Solutions Associates, dba Eastern Sierra Engineering (ESE), is pleased to present this request for Amendment No. 3 to the above-referenced contract.

The purpose of this amendment is to increase the amount of Task 12, Construction Assistance, by $12,700. This accounts for the amount previously invoiced for services performed for the originally-awarded construction contract and the annual rate increases. Our scope of services for the task remains unchaged, and consists of providing part-time assistance to the City during construciton, including responding to Requests for Information, providing consultation and interpretation of the contract documents, assisance in preparing change orders, and reviewing submittals and shop drawings.

If you have any questions or comments or if you require additional information, please don't hesitate to contact me at (775) 291-6337 or at jroman@esengr.com

Sincerely,
EASTERN SIERRA ENGINEERING, A CIVIL SOLUTIONS COMPANY

Jennifer G. Roman, PE, California PE 54137
Principal Engineer

JGR/

P:\2021\21240 - Bijou Park Bike Path\CONTRACT\21240 Amendment 3.docx

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 13

Agenda Item: Ordinance Amending Vacation Home Rental (VHR) Regulations to Remove 150-Foot Buffer, Establish a Cap of 900 VHRs in Residential Areas, and Make Other Changes (First Reading)

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. In conjunction with adopting that ordinance, City Council requested that staff bring back a report on September 9 to get an update on the permitting process and discuss potential further amendments. At that time, City Council passed a motion by a vote of 4-1 (Councilmember Robbins no), directing staff to bring back two versions of an ordinance amending Ordinance No 2025-1200. On October 21, 2025, City Council considered both versions of the ordinance amendments but ultimately were unable to pass a motion to make any changes. Council directed staff to bring back the item once a fifth councilmember was appointed to fill the remainder of former Mayor Wallace's term, which has now occurred. On February 10, 2026, City Council again considered both versions of the ordinance, and passed a motion by a vote of 3-2 (Mayor Bass and Councilmember Robbins no) to bring back the first version for a first reading, removing the 150-foot buffer and replacing it with a cap of 900 VHR permits in residential areas. If City Council holds a first reading, the second reading and adoption will be set for the meeting on March 24, and if adopted, the ordinance would become effective 30 days later.

Requested Action / Suggested Motions: Pass a Motion to hold a first reading (by title only) of an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code, and refer second reading and adoption to March 24, 2026.

Responsible Staff Member: Heather Stroud, City Attorney

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

Attachments:

- 01 - Staff Report VHR Ordinance Amendments 1st Reading.docx
- 02 - Ordinance - VHR Amendments First Reading.docx
- 03 - VHR Ordinance Redline.pdf
- 04 - Appeal Hearings 2.35 Redline.pdf
- 05 - CC Notice Mar 10_Feb 27 publication.docx

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

Meeting Date: March 10, 2026

Title: Ordinance Amending Vacation Home Rental Regulations (First Reading)

Location: Citywide

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

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). The 2025 Ordinance made the changes to the City's VHR regulations including the following:

- Established a 150-foot buffer between VHR properties outside the Tourist Core Area Plan, except for condominiums. (§ 3.50.380(F))
- Prohibited VHRs in "multifamily dwellings," but allowed VHRs in attached condominiums for applicants who had a permit as of September 1, 2016. (§ 3.50.380(D)(2))
- Excluded timeshares from VHR regulation. (§ 3.50.370)
- Required 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))
- Required 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))
- Required 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 the 2025 Ordinance, City Council requested that staff bring back a report on September 9, 2025, to get an update on the permitting process and discuss potential further amendments. On that date, City Council passed a motion by a vote of 4-1 (Councilmember Robbins no), directing staff to bring back two versions of an ordinance amending Ordinance No. 2025-1200, both of which removed the 150-foot buffer and replaced it with a cap of 1200 VHRs in

residential areas, but with Option 2 additionally prohibiting VHRs from being adjacent to each other.

On October 21, 2025, City Council considered both versions but there was no successful vote to make any changes at that time, so Council directed staff to bring this item back once a councilmember had been appointed to fill the remainder of former Mayor Wallace's term.

On February 10, 2026, City Council again considered both versions and passed a motion to move forward with Option 1 with a modification to lower the cap from 1200 to 900 VHRs within residential areas (3-2, Mayor Bass and Councilmember Robbins no).

Issue and Discussion: As directed by Council on February 10, staff has prepared a draft ordinance amending Ordinance No. 2025-1200 for City Council consideration and a first reading. The draft ordinance includes the following changes to Ordinance No. 2025-1200:

- 150-foot buffer is removed and replaced with a cap of no more than 900 VHR permits in residential areas;
- To complement the cap, a waitlist is established when the cap is reached;
- A minimum age of 25 is established to rent a VHR;
- Attached condominiums are allowed to get VHR permits unless the applicable homeowners association rules prohibit VHRs;
- Requires advertising platforms to include "family friendly" language for VHRs in residential areas;
- Appeals of permit denials go to an independent hearing officer instead of the Planning Commission;
- Commercial and recreational areas are regulated with rules applicable to the Tourist Core Area Plan;
- Room night reporting is required;
- The prohibition on permit transfers is clarified to match existing practice, where a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes; and
- The preferred application period provision has been deleted as that period has closed.

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

Financial Implications: Financial implications are uncertain. This Ordinance would result in the maximum number of VHRs being 900 within residential areas, which could be more or less than would have resulted under Ordinance No. 2025-1200. Under Ordinance No. 2025-1200, which included a 150-foot buffer, the maximum number of VHRs outside the Tourist Core was estimated to be 1,100 but likely would have ended up being lower depending on the distribution of VHRs throughout the city.

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 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

March 24, 2026

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

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 that ordinance for a first reading on June 3, 2025.

J. On June 3, 2025, City Council passed a motion to hold a first reading (by title only) by a vote of 3-2 (Councilmembers Jinkens and Robbins no), and on June 17, 2025, City Council voted to pass the ordinance by a vote of 4-1 (Councilmember Robbins no), and directed staff to bring back an update to the City Council meeting on September 9, 2025, to discuss potential further amendments to that ordinance.

K. On September 9, 2025, City Council passed a motion by a vote of 4-1 (Councilmember Robbins no) to bring back two versions of this Ordinance for consideration including Version 1, in which: the 150-foot buffer is replaced with a cap of no more than 1,200 VHR permits in residential areas, a minimum age of 25 is established to rent a VHR, attached condominiums are allowed to get VHR permits unless the applicable homeowners association rules prohibit VHRs, requires advertising platforms to include “family friendly” language for VHRs in residential areas, appeals of permit denials go to an independent hearing officer instead of the Planning Commission, commercial and recreational areas are regulated with rules applicable to the Tourist Core Area Plan, and room night reporting is required; and Version 2 that included the same changes except that the 150-foot buffer was replaced with a prohibition of properties with VHR permits being adjacent to each other.

L. On October 21, 2025, City Council considered both versions of the ordinance but were not able to reach a majority vote to make any changes and directed staff to bring the item back once a fifth councilmember was appointed to fill the remainder of former Mayor Wallace's term.

M. On February 10, 2026, City Council considered both versions of the ordinance and passed a motion by a vote of 3-2 (Mayor Bass and Councilmember Robbins no) to bring back Version 1 for a first reading with a revision to lower the VHR permit cap in residential areas from 1,200 to 900.

N. 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 go to a hearing officer and not Planning Commission.

O. On February 27, 2026, 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 4.150.010.

"City manager" shall mean the city manager as set forth in Chapter 2.10 SLTCC, 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 2.40.010.

"Good neighbor contract" shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC 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. Condominiums 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 3.50.440 in residential areas. 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.

“Residential areas” shall mean areas zoned for residential use and excluding all areas within the Tourist Core Area Plan, Tahoe Valley Area Plan, Sierra-Tract Commercial Plan Area Statement, South Y Industrial Tract Community Plan, and Bijou/Al Tahoe Community Plan Districts 1, 2, 3, and 4, and parcels zoned for recreational use.

“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.

“Waitlist” shall mean the list of vacation home rental permit applicants the city manager maintains when the number of vacation home rental permits issued in residential areas exceeds the cap of 900, to be maintained in the order each application is deemed complete and used when vacation home rental permits become available.

3.50.380 Vacation home rentals – General provisions.

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

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

C. Vacation Home Rental Permits Nontransferable.

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

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

(a) Notwithstanding subsection (C)(2) of this section, a permit may be transferred from one owner of a vacation home rental to another owner of the vacation home rental as long as the transferee was an owner of the vacation home rental at the time the vacation home rental application was submitted to the city, and a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes.

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 and Condominiums.

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

2. Condominiums are eligible for vacation home rental permits, except for condominiums that are part of a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq. and which condominiums are subject to a prohibition on short-term rentals adopted by the common interest development pursuant to Cal. Civ. Code § 4741, as may be amended.

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 residential areas, owners are required to designate and maintain a property manager at all times.

F. Cap. The total number of vacation home rental permits issued in residential areas shall not exceed 900.

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

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

I. No more than one vacation home rental shall operate on a parcel.

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.

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

7. Inspections Required in Residential Areas.

(a) The city manager shall inspect all dwelling units in residential areas 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 (A)(7)(b) of this section, inspections shall not be required for vacation home rental renewal applications.

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, in residential areas including local contact number with 24-hour, seven 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.

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. In residential areas, 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 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 not exceed the cap of 900 vacation home rental permits in 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 a hearing officer in accordance with the appeal provisions of Chapter 2.35 SLTCC. The hearing officer'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 residential areas, 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 Tables 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 (Outside Residential Areas)

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

Table 2(b). Number of Bedrooms Establishing Maximum Occupancy (In Residential Areas)

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

Outside residential areas, 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. In residential areas, 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. In residential areas, all marketing and advertising of the vacation home rental shall include a statement that the property is in a residential area and is subject to enhanced regulations and enforcement to prevent disturbances and preserve neighborhood character.

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 Chapter 4.150 SLTCC;

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 Chapter 4.150 SLTCC. 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 Chapter 4.150 SLTCC. 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. The owner or agent shall report the number of room nights rented for each vacation home rental when remitting transient occupancy tax payments.

U. For properties in residential areas, 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;

2. Verify that all responsible party(ies) entering into a vacation home rental contract are 25 years of age or older; and

3. 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 in residential areas, 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 SLTCC 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 in residential areas, the property manager shall provide and maintain a local contact number with 24-hour, seven 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, seven 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 Chapter 2.30 SLTCC, 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 Chapter 2.35 SLTCC, and will be heard by a hearing officer along with the appeal of the permit revocation under SLTCC 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

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Vacation Home Rental Permit	3.50.430	None	Hearing Officer
Vacation Home Rental Permit Third Citation and Revocation	3.50.450	None	Hearing Officer
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
Multifamily 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 March 24, 2026 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

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

3.50.370 Definitions.

"Bear box" shall have the same meaning as set forth in SLTCC 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 Chapter 2.10 SLTCC, 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 2.40.010.

"Good neighbor contract" shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC 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 c~~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 3.50.440 in residential 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.

"Residential areas" shall mean areas zoned for residential use and excluding all areas within the Tourist Core Area Plan, Tahoe Valley Area Plan, Sierra-Tract Commercial Plan Area Statement,

South Y Industrial Tract Community Plan, and Bijou/Al Tahoe Community Plan Districts 1, 2, 3, and 4, and parcels zoned for recreational use.

"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.

"Waitlist" shall mean the list of vacation home rental permit applicants the city manager maintains when the number of vacation home rental permits issued in residential areas exceeds the cap of 900, to be maintained in the order each application is deemed complete and used when vacation home rental permits become available.

3.50.380 Vacation home rentals – General provisions.

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

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

C. Vacation Home Rental Permits Nontransferable.

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

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

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

home rental application was submitted to the city, and a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes.

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 and Condominiums.

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

2. Condominiums are eligible for vacation home rental permits, except for condominiums that are part of a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq. and which condominiums are subject to a prohibition on short-term rentals adopted by the common interest development pursuant to Cal. Civ. Code § 4741, as may be amended.

~~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 residential areas ~~outside the tourist core area plan~~, owners are required to designate and maintain a property manager at all times.

F. ~~Anticlustering Requirements~~Cap. The total number of vacation home rental permits issued in residential areas shall not exceed 900.

~~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.

I. No more than one vacation home rental shall operate on a parcel.

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

7. Inspections Required in Residential Areas.

(a) The city manager shall inspect all dwelling units in residential areas 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 (A)(7)(b) of this section, inspections shall not be required for vacation home rental renewal applications.

~~(d) Notwithstanding subsections (A)(7)(a) and (A)(7)(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, in residential areas including local contact number with 24-hour, seven 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. In residential areas, 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 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~~not exceed the cap of 900 vacation home rental permits in ~~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~~a hearing officer in accordance with the appeal provisions of Chapter 2.35 SLTCC. The ~~planning commission~~hearing officer'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 residential 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 Tables 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~~Outside Residential Areas)

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

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

Number of Bedrooms	Maximum Occupancy
Studio	2
1	2
2	4

Number of Bedrooms	Maximum Occupancy
3	6
4	8
5	10

~~Within the tourist core area plan~~Outside residential areas, 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~~In residential areas, 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. In residential areas, all marketing and advertising of the vacation home rental shall include a statement that the property is in a residential area and is subject to enhanced regulations and enforcement to prevent disturbances and preserve neighborhood character.

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 Chapter 4.150 SLTCC;

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 Chapter 4.150 SLTCC. 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 Chapter 4.150 SLTCC. 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

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. The owner or agent shall report the number of room nights rented for each vacation home rental when remitting transient occupancy tax payments.

U. For properties ~~outside the tourist core area plan~~in residential areas, 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. Verify that all responsible party(ies) entering into a vacation home rental contract are 25 years of age or older; and

~~2~~3. 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~~in residential areas, 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 SLTCC 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~~in residential areas, the property manager shall provide and maintain a local contact number with 24-hour, seven 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, seven 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 Chapter 2.30 SLTCC, 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 Chapter 2.35 SLTCC, and will be heard by ~~the planning commission~~a hearing officer along with the appeal of the permit revocation under SLTCC 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.

2.35.070 Appeal hearings.

The hearing officer, board, commission or council of the city shall, upon timely receipt of a notice of appeal that complies with this chapter, schedule a hearing on the appeal. The hearing officer, board, commission or council shall either (1) make findings of fact at the appeal hearing, which findings of fact are based upon the evidence submitted and determine whether grounds exist for denial of the appeal; or (2) make findings of fact after the appeal hearing and in writing, notifying the appellant of the hearing officer, board, commission, or council's decision.

Table 2.35.070 sets forth the various appealable actions and matters as well as the officer, board, commission or council charged with the responsibility of hearing each appealable action and matter. Intermediary appeals shall be first made to the intermediary appeal officer or board. Appeals of decisions made by the intermediary appeal officer or board may be made to the final appeal officer or board. The decision of the final appeal officer or board shall be final and may not be appealed.

Table 2.35.070: Appealable Actions and Matters

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Tax Determinations	3.20.060 3.20.110	Tax Collector	City Council
Emergency Communication System Access Fee	3.30.170	Finance Director	City Manager
Business and Professions Tax and License	3.35.170 3.35.260	None	City Council
Business Classification	3.35.310	Tax Collector	City Council
Revocation of Business Permit by the Chief of Police for Violation of California Health and Safety Section 11364.5	3.35.420	None	City Manager
Transient Lodging Tax Redetermination	3.50.130	Finance Director	City Manager
Transient Lodging: Occupancy and Permits	3.50.040	Planning Commission	City Council
Vacation Home Rental Permit	3.50.430	None	~~Planning Commission~~Hearing Officer
Vacation Home Rental Permit Third Citation and Revocation	3.50.450	None	~~Planning Commission~~Hearing Officer

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
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
Multifamily Dwelling Inspection and Maintenance Program	6.30.170	None	Building Board of Appeals
Plan Line Setback: Building Permit	6.35.060	None	Planning Commission
Signs	6.40.270	Planning Commission	City Council
Trees	6.50.040 6.50.180	None	City Council
Condominium Conversion	6.55.210	Planning Commission	City Council
Use Permit and Variances	6.55.220 6.55.580 6.55.590	Planning Commission	City Council
Special Events and	6.55.230	Planning Commission	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Temporary Use Permit			
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

NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090, 65091, and 65854 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on **March 10, 2026 at 9:00 a.m.,** or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

First Reading of Vacation Home Rental (VHR) Ordinance Amendment, City Code Article V of Chapter 3.50, and finding that the Ordinance Amendment is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance Amendments may have a significant effect on the environment and section 15308 because it is amending a regulatory process to protect the environment.

Summary: City Council will consider holding a first reading (by title only) of this ordinance to make the following amendments to the VHR provisions in the South Lake Tahoe City Code:

150-foot buffer is replaced with a cap of no more than 900 VHR permits in residential areas; a minimum age of 25 is established to rent a VHR; attached condominiums are allowed to get VHR permits unless the applicable homeowners association rules prohibit VHRs; requires advertising platforms to include “family friendly” language for VHRs in residential areas; appeals of permit denials go to an independent hearing officer instead of the Planning Commission*;* commercial and recreational areas are regulated with rules applicable to the Tourist Core Area Plan; and room night reporting is required.

If a first reading is held, second reading and adoption would be on the agenda for the City Council meeting of March 24, 2026. The proposed ordinance does not amend or change any zoning designation within the city.

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City Council page of the City’s website www.cityofslt.us or by contacting the City Clerk.

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 14

Agenda Item:

Closeout of Community Development Block Grant Program Coronavirus Response Funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation

Executive Summary: On April 20, 2021, the City Council adopted Resolution 2021-021 authorizing an application for CDBG CV 2/3 funding in the amount of $505,632 for rehabilitation work on the Bears Den Inn Property (2250 Lake Tahoe Blvd) and to execute the Standard Agreement. The Bears Den Inn property was purchased by the Tahoe Coalition for the Homeless (TCH) with State of California Project Homekey Program funds to provide housing for persons experiencing or at risk of homelessness. Subsequently, the City Council adoption of Resolution 2022-003 on January 4, 2022, authorizing the Subrecipient Agreement with Tahoe Coalition for the Homeless to administer funding and execute the scope of work for rehabilitation of the Bears Den Inn property. On September 10, 2024, City Council adopted Resolution 2024-096 approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV). The amendment extended the grant period until 3/31/2026 and to increase the total grant amount with a contingency line item to increase the grant award an additional $1,286,038.00. The CDBG-CV 2 and 3 grant program closes on March 31, 2026. HCD requires closeout activities to be noticed and presented at a public hearing.

Requested Action / Suggested Motions: Pass a Motion authorizing staff to submit required documents for closeout to the California Housing and Community Development Department for the Community Development Block Grant Coronavirus (CDBG-CV) Agreement 20-CDBG-CV2-3-00274.

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 - CDBG Closeout.docx
02 - Presentation_BearsDen_CDBG Closeout.pptx
03 - Bears Den Property Needs Assessment.pdf
04 - Standard Agreement_20-CDBG-CV2-3-00274.pdf
05 - Tribune_PublicNoticeProof_March10CC.pdf

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

Meeting Date: March 10, 2026

Title: Public Hearing of Closeout of Community Development Block Grant Program Coronavirus Response Funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation

Location: 2250 Lake Tahoe Blvd (Bear's Den Inn)

Responsible Staff Members: Jessica Wackenhut Lomeli, Housing Manager

Background: The California Department of Housing and Community Development (HCD) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible non-entitlement jurisdictions (such as City of South Lake Tahoe). Authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, approximately $71.2 million in CDBG coronavirus response rounds 2 and 3 (CDBG-CV 2/3) federal funds has been allocated to eligible jurisdictions in California to perform activities related to COVID-19 response and recovery.

On April 20, 2021 the City Council adopted Resolution 2021-021 authorizing an application for CDBG CV 2/3 funding in the amount of $505,632 for rehabilitation work on the Bears Den Inn Property (2250 Lake Tahoe Blvd) and to execute the Standard Agreement. The Bears Den Inn property was purchased by the Tahoe Coalition for the Homeless (TCH) with State of California Project Homekey Program funds to provide housing for persons experiencing or at risk of homelessness. Subsequently, the City Council adoption of Resolution 2022-003 on January 4, 2022, authorized the Subrecipient Agreement with Tahoe Coalition for the Homeless to administer funding and execute the scope of work for rehabilitation of the Bears Den Inn property (2250 Lake Tahoe Blvd). On June 20, 2023, Amendment Number 1 was made to the Subrecipient Agreement between the City of South Lake Tahoe and Tahoe Coalition for the Homeless to extend the time of performance to October 1, 2024.

On November 15, 2023, HCD informed current CDBG-CV grantees that a small amount of unclaimed funding was available for construction projects that have experienced unanticipated cost increases that can be substantiated and documented. Funding was not guaranteed but unclaimed funds were to be reallocated to construction projects per the following priorities:

1. Tribal awards for construction projects including CDBG-CV 2/3 Tribal Set-Aside and Homekey awards made to Tribes with documented increased project costs and demonstrated financial gap;
2. Non-Tribal Homekey construction projects with documented increased project cost and demonstrated financial gap;
3. All other CDBG-CV construction projects with documented increased project cost and demonstrated financial gap.

On January 9, 2024, City Council adopted Resolution 2024-005 approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV) to request additional funding in the amount of $632,040. This

amount which was the required cap by HCD of up to a 25 percent increase to their award resulting in a maximum award of 125 percent of their original application. However, on January 8th, staff received an email that HCD changed the stipulations to allow current CDBG-CV 2/3 construction project grantees to request all funding needed to fill project gaps with no maximum award.

On February 13, 2024, City Council adopted Resolution 2024-020 approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV). On August 8th, staff received an email that HCD was recommending and allowing an additional budget line item to add a ten percent contingency to reconcile additional issues and costs that may arise in the property through rehabilitation.

On August 1, 2024, HCD authorized the City to extend the grant period until 3/31/2026 due to the limited time frame for construction activities. On August 8th, the City was notified to include a 10% contingency line item to allow for any increases in costs or unanticipated construction needs that arise in the project, therefore, increasing the grant amount allowed in Resolution 2024-020. Grantees with qualifying CDBG-CV construction projects submitted the requested additional documentation on August 15, 2024, that included the increased grant award, to process the amendment request. The total amount requested is $1,286,038.00 to complete the rehabilitation of the Bear's Den property. On September 10, 2024, City Council adopted Resolution 2024-096 approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV). The amendment extended the grant period until 3/31/2026 and to increase the total grant amount with a contingency line item to increase the grant award an additional $1,286,038.00. This brought the total grant funding to $1,791,670.

Issue and Discussion: The CDBG-CV 2 and 3 grant program closes on March 31, 2026. HCD requires closeout activities to be noticed and presented at a public hearing. The Scope of Work for the Bear's Den Inn rehabilitation project has drastically shifted since the purchase of the property in 2020 by Tahoe Coalition for the Homeless. This project required close coordination, adaptability to changing conditions and new discoveries, and constant problem solving to get a property built in 1960 under the 1958 Universal Building Code to the 2022 Commercial Building Code standards.

TCH purchased the three properties with Project Homekey funds from the State of California. The California Department of General Services (DGS) create a Physical Needs Assessment Report for the property with the required upgrades on December 31, 2020 (Attachment 3). Tahoe Coalition for the Homeless acquired the property in late 2020 but were unable to access the property until Spring 2022 due to a pre-negotiated lease for employee housing by the previous property owner. Discovery on the property began in Spring 2022 when all tenants vacated the property. Despite the DGS report, there were unforeseen challenges and damage related to property upgrades since in 2020, DGS was not able to enter all units of the property. Securing labor that qualified for participation in a federally funded rehabilitation grant, the relatively small scale of the project and short building season in Tahoe, created delays and required problem solving to meet grant requirements and compliance standards.

The 2022-2023 Winter season threw the project for an additional diversion from the scope of work and project timeline. Similar to many other properties during the winter of 2022-2023, the project experienced extensive damage to the plumbing system, flooding several rooms, and created additional work. On-site snow storage also inhibited adequate staging and workspace.

The Bear's Den Inn rehabilitation project exemplifies the idiomatic metaphor of fitting a round peg in a square hole. The age of the building, conversion from a motel to multifamily property, regional

regulations and grant compliance and requirements required a coordinated approach to deliver a successful project. The project is close to receiving a Certificate of Occupancy for the entire 22-unit property, but twelve units have received their Temporary Certificate of Occupancy. During the grant period, thirty clients were served, surpassing the grant outcome of 22 clients. Below is a list of some of the accomplishments completed with this funding:

- Accessibility of parking, path of travel, and main lobby, including removing and replacing asphalt;
- Survey and Civil engineering to design best management practices;
- Renovations to equip two units with accessible mobility features, of which at least one will include accessible communication features;
- Electrical upgrades necessary to install fire/life safety improvements;
- Wired 10-year tamper-proof carbon monoxide and smoke detections combination units in all residential units;
- Fire alarm panel installation;
- Repair water and termite damage;
- General demolition including illegal addition along highway 50;
- Bathroom exhaust fans;
- Replacement of water heaters;
- Complete replacement and waterproofing of building exterior;
- Conducted lead and asbestos assessments and abatement;
- Removal of existing commercial motel sign fascia and pylon.

The public hearing notice was published in the Tahoe Daily Tribune on February 27, 2026. In Addition, the notice was also posted on the City Hall and Development Services bulletin board on February 27, 2026. Tahoe Coalition for the Homeless was notified of the meeting.

The purpose of this public hearing is to provide a support summarizing the accomplishments performed under the Community Development Block Grant Program Coronavirus Response (CDBG-CV) Agreement 20-CDBG-CV2-3-00274 (Attachment 4). Staff will conduct the public hearing to solicit public input regarding expenditures and accomplishments of the funding received under the contract. Staff is recommending that City Council direct staff to proceed with submitting required documents for closeout to the state.

Financial Implications: The total grant funds spent by TCH are $1,526,896.38, with a remaining balance of $264,773.62 as of February 23, 2026.

Environmental Considerations: The proposed project that would use grant funds is categorically exempt from environmental review under CEQA Guidelines Section 15301, Existing Facilities, which exempts “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use” including “restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.”

The project qualifies for a National Environmental Policy Act (NEPA) Categorical Exclusion pursuant to 24 CFR 58.35(a). The City completed required documentation and public noticing in compliance with NEPA as part of the grant application.

Policy Implications: This action would be consistent with an existing Memorandum of Understanding between the City and TCH where both parties agreed to seek to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by South Lake Tahoe residents and committed to jointly reviewing funding opportunities available to bring financial resources to our community which serve the priorities of the City.

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

City Strategic Plan

Action Item 1.10 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

City General Plan Housing Element

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 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.

Public Hearing Regarding Closeout of Community Development Block Grant Coronavirus Contract

City Council

March 10, 2026

CITY OF
SOUTH LAKE TAHOE

Bear's Den Inn – 2250 Lake Tahoe Blvd.

Bear's Den Inn – 2250 Lake Tahoe Blvd.

- $505,632 awarded for rehabilitation in April 2021 for 22 units
- $1,286,038 additional award for rehab in August 2024
- Total grant funding for rehabilitation: $1,791,670
- 30 clients served with 12 units with Temporary Certificate of Occupancy

CITY OF SOUTH LAKE TAHOE

Bear's Den Inn – 2250 Lake Tahoe Blvd.

- Accessibility of parking, path of travel, and main lobby, including removing and replacing asphalt;
- Survey and Civil engineering to design best management practices;
- Renovations to equip two units with accessible mobility features, of which at least one will include accessible communication features;
- Electrical upgrades necessary to install fire/life safety improvements;
- Wired 10-year tamper-proof carbon monoxide and smoke detections combination units in all residential units;
- Fire alarm panel installation;
- Repair water and termite damage;
- General demolition including illegal addition along highway 50;
- Bathroom exhaust fans;
- Replacement of water heaters;
- Complete replacement and waterproofing of building exterior;
- Conducted lead and asbestos assessments and abatement;
- Removal of existing commercial motel sign fascia and pylon.

CITY OF SOUTH LAKE TAHOE

CANDY, SNACK
BEVERAGE SPECIALISTS

CITY OF
SOUTH LAKE TAHOE

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GLAD
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HERE

QUESTIONS?

CITY OF
SOUTH LAKE TAHOE

State of California • Department of General Services •
Gavin Newsom, Governor

REAL ESTATE SERVICES DIVISION
Project Management and Development Branch
Architecture and Engineering Sections
707 Third St., Suite 4-105 • West Sacramento, California 95605-2811

PHYSICAL NEEDS ASSESSMENT REPORT

Date: December 31, 2020

To: Cheyenne Purrington, Executive Director
Tahoe Coalition for the Homeless

From: Athanasios Yiaslas, Associate Architect
Subject: Project Homekey
Bears Den Inn, 2250 Lake Tahoe Blvd
South Lake Tahoe, CA

Project #: 000000000007787

Date of Site Visit: 8/28/2020

Contributors:

Rudy Oineza	DGS	Civil
Janine Juliff	DGS	Mechanical
Michael Prince	DGS	Electrical
Anand Kalidindi	DGS	Structural
Lori LaRocca	DGS	Estimating

Purpose and Project Description

Project Homekey is being funded by state grants of federal CARES Act funds as part of the response to COVID-19. The purpose of this assessment is to evaluate this motel for use as interim and permanent supportive housing for individuals or families experiencing homelessness.

Assumptions

1) Existing hotel was designed as H occupancy, under the 1958 UBC. Renovation to meet the City of South Lake Tahoe SRO program requirements (https://cityofslt.us/813/Single-Room-Occupancy-Ordinance) was started but not completed.
2) Building is Type V-N construction, under the 1958 UBC.
3) Gypsum board Type X is not used.
4) Hotel was built without fire-rated separation walls
5) Local jurisdiction has not declared a shelter crisis under GC 8698
6) The project will not engage a developer.
7) The project will initially be interim supportive housing, transitioning to permanent supportive housing after 2-5 years.
8) Permanent supportive housing is assumed to not include “personal care services”, thus Occupancy Group R-2

Our team was able to investigate the common areas of property, guest rooms, the manager's apartment and building systems. During our time on site the hotel was partially occupied, and we viewed four guest rooms and the manager's unit. We were not able to verify our assumptions with a complete set of construction documents. Therefore, there may be differences between our assumptions and the actual conditions of the building.

Facility Summary

1) Assessor's Parcel Number: 023-251-301-000
2) Year Built: 1960
3) Number of stories: 2 at front building, 1 at guest rooms
4) Number of guest rooms: 23 and one manager's unit. There is also a restaurant with residential unit above on the parcel but not surveyed.
5) Occupancy unknown
6) Number of accessible rooms: 1
   a. Mobility accessible: 1 (4%)
   b. Communications accessible: 0 (0%)
   c. Mobility rooms w/ roll-in showers: 1 (4%)
7) Number of adjoining rooms: None
8) Amenities: None, there was previously a swimming pool but has been filled in.
9) Type of construction Type V-N assumed
10) Number of Elevators: None
11) Fire sprinklers: None
12) Fire alarm system: None

Project Strategy

The project team identified five potential levels of improvements, depending on need and available funding.

- Tier 1 would ensure the minimum improvements for the project to meet current building codes accessibility requirements and serve as ***interim*** supportive housing for Project Homekey. Project Homekey will trigger requirements to provide enough mobility accessible units to meet at least 5% of the total, plus 2% with communications features. Improvements to the accessible path of travel (including lobbies, public restrooms, etc.) will also be required to meet current ADA and CBC Chapter 11B requirements.

- Tier 2 would implement further improvements to allow for use as ***permanent*** supportive housing. These improvements include providing cooking facilities in each dwelling unit per CBC Section 1207.4.3, as well as minimum space standards of 220 SF for the main living space per CBC Section 1207.4.1 (which the California Health and Safety Code (HSC 17958.1) permits to be reduced to 150 SF for efficiency dwelling units if so allowed by local ordinance).

- Tier 2A includes those items that fall under the tax credit project, "Minimum Construction Standards", according to California Tax Credit Allocation Committee (CTCAC) such as 10% mobility accessible units and 4% with communication features. Tier 2A work is required only if TCH hires a developer who employs tax credit financing as part of the funding strategy.

- Tier 3 would add those items to the scope that are recommended fire and life safety improvements required to bring the building up to current building code standards as well as those needed to ensure the functionality of the facility and bring it to a state of good repair (for a minimum 10-year remaining useful life of any building elements).

- Tier 4 would convert the income-producing areas (the leased office space at the north, and the restaurant at the west) into program space. Tier 4 is not fully described or estimated since we were unable to view those spaces.

While the guest rooms are small, the most feasible means of providing permanent housing is to complete the previous SRO conversion work, which generally added a small kitchenette in front of the bathroom. The small unit size also limits the maximum number of occupants per the city's SRO ordinance to 2 per unit (3 per unit for Rooms 1 and 16).

Cost Estimate Summary

Construction cost estimates are provided as a partial basis to evaluate the financial feasibility of a project at this location. The costs below are "hard costs" only and include general conditions, bonds, general contractor's profit and overhead, and a contingency for level of design. At this conceptual stage a 30% contingency was included. See Appendix E for the detailed construction cost estimate.

Table 1: Construction Cost Estimates

Tier	Cost per Unit	Total
Tier 1 (25 units)	$3,070	$76,757
Tier 2 (24 units)	$32,628	$783,071
Tier 2A (23 units)	$2,949	$58,975
Tier 3 (23 units)	$27,453	$631,409
TOTAL	**$67,400**	**$1,550,211**

Table 1 shows the estimated construction ("hard") costs per unit to bring each sample property up to each of the 3 tiers of service described above. Excludes: Property acquisition, financing, professional fees, permits and entitlements, operating reserve, and other soft costs.

Please note that some of the work in earlier tiers is prerequisite to the higher tier work. Thus it is not necessarily possible to skip some of the Tier 2 work in a Tier 3 project.

Tier 2A is required only if tax credit financing is used. Tier 2A requires the energy efficiency tasks from Tier 3 (costing $249,309) to be advanced, for a cumulative cost of $1,168,112 through Tier 2A,though that does not change the total. The total cost without Tier 2A is $1,550,211 - 58,975 = $1,491,236.

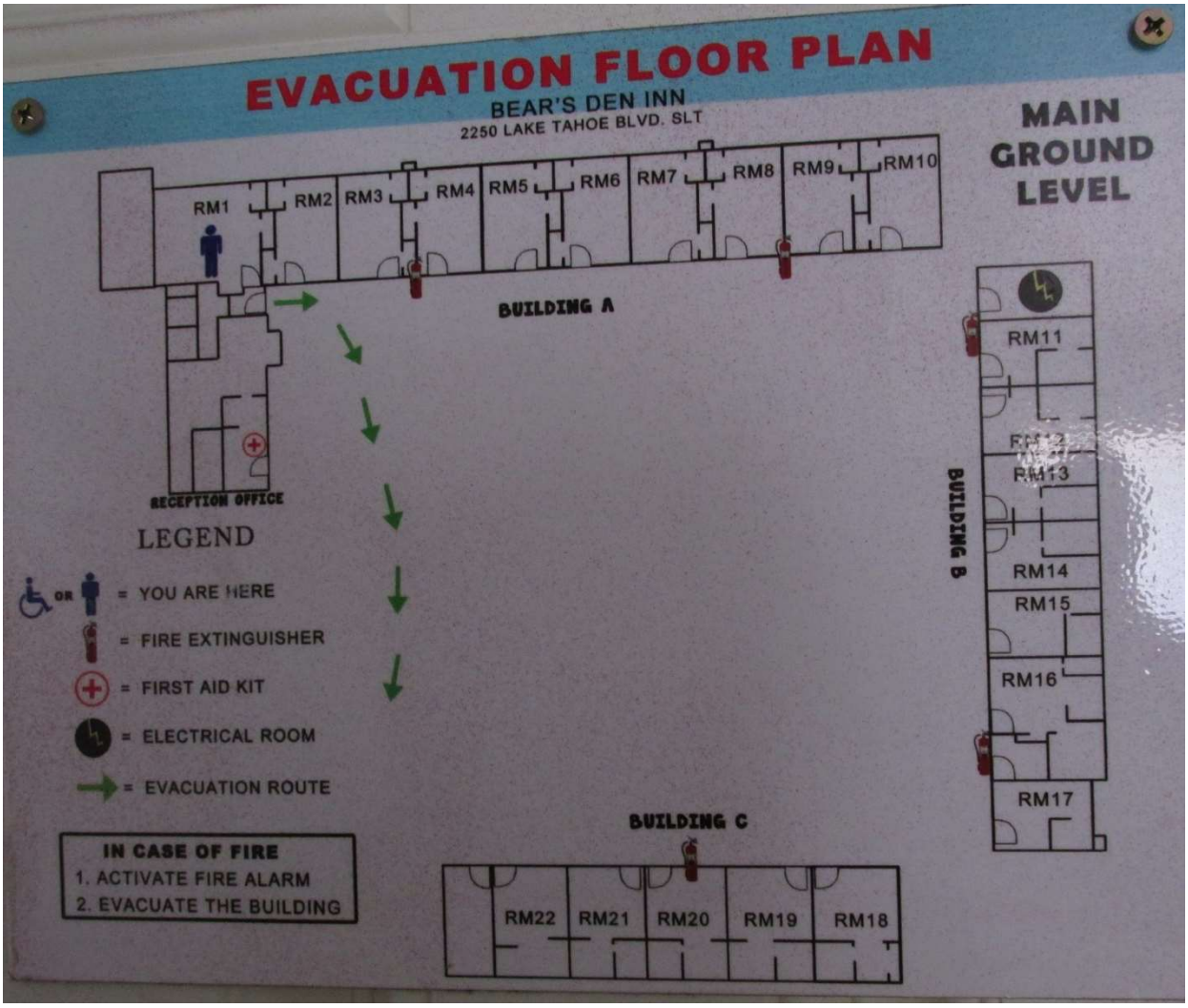
None of the above cost estimates include converting the leased office space or the restaurant into program space, since those spaces were not able to be surveyed by the team.

c: David Solomon, Supervising Architect, Department of General Services
Sasha Wisotsky, Data & Research Unit Chief, Housing Policy Division, Department of Housing and Community Development
Stephen Block, Project Homekey Ambassador, Department of Housing and Community Development

APPENDICES

Appendix A: Motel Room Map
Appendix B: Existing Conditions Survey
Appendix C: Motel Conversion Issues
Appendix D: Applicable Code Sections for R-1 Conversion to R-2 Occupancy
Appendix E: Project Homekey Conceptual Programming Estimate

APPENDIX A: MOTEL ROOM MAP



APPENDIX B: EXISTING CONDITIONS SURVEY

Site/Location

1) **Site/Location**
The site is located at the intersection of Lake Tahoe Boulevard and Tahoe Keys Boulevard. The property is a square shaped parcel fronting Lake Tahoe Boulevard. The property is bounded by Barton Avenue at the southeast. It is fenced at the north, south and east sides. The property line is presumed to coincide with the existing fence line.

The neighboring areas include good vehicle and pedestrian access to convenience stores, gas stations, and restaurants. There are bus stops east and west of the site Lake Tahoe Blvd. There is a restaurant on site.

2) **Asphalt Pavement**
The asphalt pavement is in poor condition; approximately 75% of the asphalt is exhibiting alligator cracking. This type of cracking usually indicates failed subgrade caused by water seeping into the underlying soil.

The areas exhibiting alligator cracking needs to be removed and replaced. In areas that are not replaced, the cracks should be sealed or repaired and then apply an asphalt overlay to maintain a 20 to 30-year life cycle. There are at least four large potholes.

3) **FEMA Flood Map**
The site is within FEMA Area of Minimal Flood Hazard Zone X.

4) **Site Utilities:**
   a. There is one fire hydrant located at the intersection of Lake Tahoe Boulevard and Tahoe Keys Boulevard.
   b. There is water service to the site but the meter could not be found.
   c. Irrigation system was not observed.
   d. Gas service is at the motel but the gas meter could not be found. There is a gas meter at the restaurant.
   e. Underground sewer.
   f. Surface storm drain: The site drains to the street. There is an area where water appears to pond on both sides of the pedestrian ramp by the building office.
   g. Underground Electric: The electric service appears to be a drop from an electric pole at the northeast corner of the property.

5) **Sidewalks and Pathways:**
The surrounding walks are adequately paved at 4-feet wide mostly 2% or less. A section of walkway exceeds 2% slope and will require replacement.

The concrete ramp leading to the office is degraded. Remove loose concrete and resurface the ramp remove irregularities.

6) **Accessibility Barriers:**
   a. There is a 2” lip where the asphalt meets the walkways in front of all the rooms; the CBC only allows 1/4” lip or a 1/2” lip that is chamfered.
   b. There is a section of walkway the exceeds 2% cross slope the needs to be repaired.
   c. The southwest side there is a ramp that does not have handrails. The ramp also needs a level landing.
   d. The handrail returns are not level and it needs to be corrected.
   e. The concrete ramp leading to the office is degraded. Remove loose concrete and resurface to the ramp to remove irregularities.

7) **Street entry:** Entry is through two driveways off Lake Tahoe Blvd.

8) **Adjacent properties:**
   a. West: Highway 50
   b. North: Chase International Real Estate
   c. East: The Bar - Barre, Pilates & Kickboxing Studio, Lake Tahoe Cakes, and various other businesses.
   d. Southeast: Steamers Bar & Grill

9) **Local public services:**
   a. Library: El Dorado County Library | South Lake Tahoe Branch, 1000 Rufus Allen Blvd, South Lake Tahoe, CA 96150 (4.6 miles)
   b. Grocery store: Grocery Outlet Bargain Market, 2358 Lake Tahoe Blvd, South Lake Tahoe, CA 96150 (0.2 miles)
   c. Pharmacy: Tahoe Valley Pharmacy, 2074 Lake Tahoe Blvd, South Lake Tahoe, CA 96150 (0.4 miles)
   d. Public park: Bonanza Community Park, South Lake Tahoe, CA 96150 (1.6 miles)
   e. Medical clinic: Barton Memorial Hospital, 2170 South Ave, South Lake Tahoe, CA 96150 (0.5 miles)
   f. Senior center: Tahoe Senior Plaza, 1101 3rd St, South Lake Tahoe, CA 96150 (0.4 miles)
   g. Social services: El Dorado County Social Services, 3368 Sandy Way, South Lake Tahoe, CA 96150 (2.6 miles)
   h. Transit: US50/Tahoe Keys Blvd. (0.1 miles)

6) **Site security:**
The site is not secured. A single point of access could be secured by addition of vehicular and pedestrian gates. The property is fenced on the northeast and southeast with wood fence like residential fencing. Along the southwest side is decorative metal picket fence.

The fences are in good condition, but a section needs to be repaired at the northeast side. Fencing meeting program requirements, vehicle gates and pedestrian gates will be required at the perimeter of the property to secure the site.

7) **Parking:**
There are 28 total parking stalls of which 2 are identified as Van Accessible. There are 4 parking stalls serving the restaurant and 24 parking stalls serving the motel.

The accessible stall near the restaurant is not CBC compliant; the painted pavement markings need to be refreshed.

The existing facility has 25 units of which one is identified as "accessible." Converting the units from transient to permanent housing will require 2 units to be identified as "mobility accessible" and will require 50 parking stalls (2 stalls/ unit) to meet the South Lake Tahoe parking requirements plus 2 parking stalls for employees. See South Lake Tahoe City Code Section 6.10.410 Parking Ratios.

An accessible parking stall is needed for each "mobility accessible" unit; therefore, 2 accessible parking stalls are required for residents plus 1 accessible parking stall for the employees. Additional parking per the CBC requires 2% of the stalls above residential unit count to be accessible, for an additional 1 stall.

Converting the units from transient to permanent housing (Tier 2) will therefore require 52 parking stalls with 4 accessible parking stalls. The site is not large enough to accommodate that many parking stalls. The applicant may need to prepare a parking analysis and obtain a Use Permit from the City of South Lake Tahoe to accommodate the intended use with less than the required amount of parking. The process to reduce the required parking is set forth in Section 6.10.350 Alternatives of the South Lake Tahoe City Code (https://www.codepublishing.com/CA/SouthLakeTahoe/#!/SouthLakeTahoe06/SouthLakeTahoe0610.html#6.10.350).

Applying tax credit funding (Tier 3) will increase the number of accessible units and therefore the number of accessible stalls by 1, to 5 required. The total number of units would decrease to 23, reducing the total number of parking stalls to 48.

8) **Swimming Pool:** The pool been filled in. There is a fence along one side.

9) **Trash Enclosure:**
There are two trash dumpsters and a waste oil dumpster located near the restaurant.

10) **Potential Hazards:**
   a. Dead tree branches falling.
   b. Water ponding near ramp leading to the building office.
   c. There is what's presumed to be flooring of a storage building that has been removed. The flooring is deteriorated which may pose a safety problem for the tenants.
   d. In the back and side yard, there are holes in the ground that need to be filled in.

11) **Landscape:**
The landscape appears to be in good condition. Irrigation to the landscaping was not found.

Building Exterior and Structure

1) Configuration: The property has five buildings arranged in a "U" around a central parking lot.
   a) Reception/Office Building on the north is two story, includes the motel office, managers unit, and a one story addition which is leased office space.
   b) Building A (along the northeast property line) is one story, contains guest rooms and the leased office space, and is single loaded with exterior walkway on the parking lot (southwest) side. It appears to have been built separately but at an unknown time a hallway was enclosed, joining it to the Reception/Office Building.
   c) Building B (along the southeast property line) is one story, contains guest rooms and is single loaded with exterior walkway on the parking lot (northwest) side. It appears to have been built separately but at an unknown time a hallway, storage, and laundry room were enclosed, joining it to the East Building. An addition to the east appears to have existed in the past but collapsed and only flooring remains.
   d) Building C (along the southwest property line) is one story, contains guest rooms and is single loaded with exterior walkway on the parking lot (northeast) side.
   e) The Restaurant Building is two story, and contains a restaurant downstairs and a residential unit upstairs. This building was not surveyed.
2) Circulation:
   a) All guest rooms are accessed directly from the exterior. The manager's unit is adjacent to the office, with interior stairs down to the hallway between the Reception/Office Building and Building A.
   b) This building has 1 set of stairs, no dead ends.
3) Roofing:
   a) Buildings have asphalt shingle roof, with attic (the attic was not accessible for inspection).
   b) North office addition has a low-slope, modified bituminous membrane, apparently torch or mop-applied, over wood framing. This roof does not appear to have an attic.
4) Wall materials appear to be wood siding over wood framing, with some areas of brick wainscot.
5) Wood fascia and trim is deteriorating and generally needs repainting to prevent dry rot.
6) Siding on the back sides of buildings is deteriorated and require replacement.

Building Interior

1) Office area:
   a) The office area is a room connected to the manager's apartment.

2) Circulation
   a) Each guest room door has a concrete step up, varies approx. 2" - 4" at guest room doors. Accessible unit has small ramp (door landing is missing).

3) Guest Rooms
   a) Types
      i. Standard 1 bed unit (20 units) – approx. 200sf
      ii. Large 1 bed units (2 units) – approx. 280sf
      iii. Accessible 1 bed unit (1 unit) - approx. 200sf

iv. Managers 2 Bedroom unit – (1 unit) – approx. 550sf

b) Guest Room Condition: Varies: Poor to Good
   i. Doors: Existing doors are solid core, paint grade; not fire rated
   ii. Finishes: Wood laminate floor, wood wall base, painted textured gypsum wallboard walls and ceilings (some rooms have wood panel walls). Ceramic or laminate tile restroom floors and fiberglass shower walls (a few units have bathtubs).
c) Kitchenettes:
   i. About 2/3 of the guest rooms have existing kitchenettes with microwave on shelf above, sink, probably 30" of counterspace to one side of the sink, and minifridge underneath. There is a kitchenette in the accessible unit but that kitchenette does not meet accessibility requirements. The larger units had a nearly full-size kitchen (with stove top and full-size refrigerator). The kitchenettes do not appear to be code compliant (mostly due to microwave and refrigerator being plugged into general room receptacles).
   ii. Adding kitchenettes to the remaining (~8) units will be constrained:
      1. Plumbing and mechanical: All water piping, sewer, vent piping, natural gas, and exhaust ducts currently are directly routed out of the back of the building.
      2. Electrical capacity: Refrigerators and ranges each require a separate circuit, which will potentially double or triple the number of circuits (and circuit breakers) required.
d) Bathroom
   i. Each non-accessible room has a lavatory, water closet and shower typical (some units have bathtubs).

4) Utility/Support spaces
   a) Electrical: Several electrical services were observed on east side of buildings with 200amp switchboard and circuit breaker panel board.
   b) Mechanical: The hot water heater is located in mechanical closets.
   c) Communications: Data rack was not found. Building has wifi with exterior antenna.
   d) Housekeeping Laundry:
      i. 1 washer
      ii. 1 dryer

Structural:

The FEMA 154 Rapid visual screening process was used to determine if the buildings require a detailed seismic evaluation such as ASCE 41-17, Tier 1, 2 & 3. A building with a score of 2.0 or greater is said to pass the rapid review program and deemed less vulnerable for a seismic attack.

This facility is a light-framed wood construction comprising of four separate building blocks, a "L" shaped main block and three other independent blocks constructed circa 1960. The "L" block is comprised of a partial two-story portion (the Reception/Office Building) in combination with a single-story for Building A, with pre-existing vertical and horizontal structural irregularities. The vertical irregularity exists between two-story and one-story interface (vertical setback); and the horizontal irregularity is the reentrant corner of the "L". The Restaurant Building also has a vertical irregularity between the

single-story and two-story portions. These irregularities would essentially penalize and reduce the score. The other independent blocks are single-story buildings and do not have any structural irregularities except natural deterioration due to the age of the buildings.

Per USGS/ASCE seismic design parameters, this site has an expected short period (S_s) acceleration of 1.381g. Thus, this site is deemed to have a ***High*** seismicity per ASCE FEMA P-154. Due to the existing vertical and horizontal irregularities of the "L" shaped main block, the building would receive a score of 2.1 on the FEMA Raid Review. Similarly, the independent building blocks would also receive a cut score of 3.5 and pass the FEMA Rapid review process because the scores surpass the suggested cut-score of 2.0. A detailed structural evaluation may not be necessary for all these buildings. However, it is still recommended that the following items must be verified because the building codes have changed since these buildings were originally constructed.

- Verify the requirements of collectors/straps at the vertical setback between the two-story and one-story portions of the main "L" shaped block and the Restaurant Building.
- Verify the roof supporting structure and walkway support beam for the Building C for its structural integrity. The roof was observed to be sagging.
- Natural deterioration of all the buildings due to their age.

Note: A comprehensive study has not been conducted due to the unavailability of as-builts.

Heating and Ventilation:
The Bears Den Motel has 22 guest rooms, both single bed and double bed units; and 1 accessible room. The manager's apartment has 2 bedrooms, 2 bathrooms, and a full kitchen that contains a refrigerator, double compartment kitchen sink, dishwasher, gas oven/stove top with hood. It also has a fireplace. It has a commercial washer and a commercial Speed Queen dryer for the motel's use.

There is 1 gas HVAC unit located in a mechanical closet in the managers apartment that heats that unit. The guest rooms located on the property are heated by wall furnaces of varying types and age. Outside air is also provided by operable windows.

The restrooms have operable windows; some rooms have exhaust fans.

Plumbing:
Domestic hot water is supplied by the three 100-gallon natural gas-fired water heaters located along the back walls. The water heaters supply hot water to the guest rooms, laundry room and the managers apartment. The water heaters are of varying models and age, they appear to be in good condition. There is a recirculation pump at each water heater.

Restrooms have a lavatory within the restroom. Each restroom contains 1 water closet and 1 shower. Restroom water closets are not compliant with current water saving codes. ADA compliant fixtures are needed for the showers.

The laundry facility is for motel use only. It consists of 1 Speed Queen Commercial washer and a gas dryer that vents through the wall. There was no vent duct. No water softener or laundry treatment system. There is a mop sink.

Fire Protection:
The building does not have a Fire Sprinkler System. Each guest room has a Smoke Detector. The motel does not have Carbon Monoxide detectors. There are Fire Extinguishers on the exterior of the building.

Electrical:

1) Electrical Service and Distribution:
   a) Multiple meter and main electrical services, on east side of buildings.
   b) Typically, 20 amp circuit breaker (General) power and 20 amp circuit breaker (lighting) shared with 2 or 3 guest rooms from sub panel. Inside the guest room has TV and telephone outlets, wall and ceiling mounted lighting, receptacles, and smoke detector.

2) Emergency Generator: None

3) Site lighting:
   a) Fixtures are mounted to the buildings.

4) Telecommunications:
   a. Telephone and cable run along the back of the buildings (utility poles on East side).
   b. Wi-Fi antennas installed along front walkway.

5) Fire Alarm:
   a. None

6) Security:
   a. Security system with CCTV are used to monitor the facility
   b. Cameras around the building

Major Building Alterations:

Buildings generally appear to be original construction, with additions built at the north and east. No additional building, permit, or alteration information was provided to verify code compliance.

APPENDIX C: MOTEL CONVERSION ISSUES

TIER 1: Alterations needed immediately, prior to occupying for this purpose (interim housing):
25 units total (21 standard guest rooms, 2 mobility-accessible guest rooms, 1 managers unit, 1 undefined unit over restaurant)

Program Assumptions: Manager's unit and office to remain as-is with the assumption that the manager living in the unit is the sole employee working in the office and therefore the manager would be considered an employee and Tahoe Coalition for the Homeless (or another program operator) would have to provide reasonable accommodations under ADA Title 1 – Employment. No program space has been allocated at this level of occupancy unless guest rooms are used as office space.

1) Occupancy Calculations:

   Standard 1 Bed Unit (19 units):
   200 SF gross / 200 SF occupant load factor = 1 occupant/unit
   19 occupants total

   Large 1 Bed Unit (2 units)
   280 SF gross/ 200 SF occupant load factor = 2 occupant/unit
   4 occupants

   Accessible 1 Bed Unit (2 units):
   200 SF gross / 200 SF occupant load factor = 1 occupant/unit
   2 occupants total

   2 Bedroom Manager's unit:
   550 SF gross / 200 SF occupant load factor = 3 occupants/unit
   3 occupants

   Unit over restaurant (not surveyed, assumed to be 1-Bedroom):
   390 SF gross (+/-) / 200 SF occupant load factor = 2 occupants/unit
   2 occupants

   Restaurant (not surveyed): Assume 300 SF kitchen and 585 SF of dining area
   585 SF gross (+/-) / 15 SF occupant load factor = 39 occupants/dining
   300 SF gross (+/-) / 200 SF occupant load factor = 2 occupants/kitchen
   41 occupants

   Total: 71 occupants

2) Parking and Path of Travel:
   a) Replace portion of walkway exceeding 2% cross slope (assume 4' x 125').
   b) Grind asphalt paving at edges of concrete walkways to eliminate lips greater than ¼" vertically. Estimated area 1' x 275'.
   c) Replace surface of ramp leading to office (approximately 4' x 20').
   d) Modify ramp railings at office, to provide level railing returns.

e) Add handrails and level landing to ramp at southwest side of property, approximately 4’ x 9’.
f) Repaint pavement markings and replace signage at accessible parking stalls.

3) Motel Lobby Accessibility:
   a) Upgrade motel office lobby to accessible (not surveyed; scope of work is assumed):
      - Level door threshold, remove ½” lip or bevel
      - Replace door hardware with lower lever-type hardware

4) Guest Room Accessibility:

There are 23 existing guest rooms. CBC 11B-233.3.4 requires 5% of rooms to provide mobility features and 2% to have communications features.

23 x .05 = 2 accessible rooms required. 1 provided.
- 1 additional accessible room with mobility features required

23 x .02 = 1 room with communications features – Need to add, see below
- 1 additional accessible room with communication features required

5) Renovations for existing mobility features room (1 unit):
   a) Level door threshold, remove ½” lip or bevel
   b) Raise exterior walkway at door
   c) Add ADA compliant faucets for ADA showers

6) Renovations for mobility features room converted from standard room: (1 unit, recommend Room 16)
   a) Level door threshold, remove ½” lip or bevel
   b) Raise exterior walkway at door
   c) Replace door handle with lever, lower latch and lock
   d) Convert standard restroom into accessible restroom with a roll-in shower
   e) Reposition light switches and receptacles to accessible heights
   f) Relocate restroom light fixtures
      - Requires Lighting and Controls to meet 2019 CEC Title 24 Compliance.

7) Additional Renovations for communication features rooms: (1 unit)
   a) Smoke detectors, carbon monoxide, and audio/visual alarms.
      - Hardwired devices with battery back-up.
   a) Hard wired electric doorbell with audio tone and visual signal
   b) Add peep hole in door

8) General Guest Units:
   a) Install Carbon Monoxide Detection in all guest rooms and manager’s apartment.

9) Remove existing motel and restaurant signs
   a) Pylon sign at north corner of property (~12’ tall)
      - Electrical associated with signs to be removed.

TIER 2: Conversion to Permanent Supportive Housing:
24 units total (20 standard guest rooms, 2 mobility-accessible guest rooms, 1 managers unit, 1 undefined unit over restaurant)

Program Assumptions: Manager's apartment to remain for on-site manager. Kitchenettes installed in all guest rooms per current (but incomplete) SRO plan. Existing accessible unit (Room 22) is too small to add an accessible kitchenette, so need to combine with adjacent Room 21.

1) Room Conversion:

   The general methodology employed here is to use the existing accessible room (Room 22) and combined with the standard room adjacent (Room 21), to create one bedroom and a living room space with a kitchen installed using the existing restroom plumbing. The combined rooms will be connected with a new passage door between the spaces. The entry doors are to remain in the existing locations.

   In Room 16 where an accessible bathroom is required, the sleeping alcove will be converted to an accessible bathroom in Tier 1, and the standard bathroom will be converted to a kitchen using the existing bathroom plumbing.

   a) Rooms with mobility features (5% of 24 = 2 required; 2 existing from Tier 1)
      - Convert 3 standard parking stalls to 2 accessible parking stalls
   b) Rooms with communications features (2% of 24 = 1 required; 1 existing from Tier 1)
   c) Guestroom bathrooms to convert to kitchen (quantity: 1)
      - Remove total 14' long wall segments dividing restroom and room
      - Remove lavatory
      - Remove toilet
      - Remove shower
      - Remove 66 sf laminate flooring
      - Remove 66 sf of ceiling
      - Plug toilet waste pipe
      - Cap shower waste pipe
   d) Connecting doorway (quantity: 1)
      - Add shear post(s) and hold downs at new openings
      - Install doors
      - Refinish walls
      - Replace laminate floor planking, 1 strip each side x 11'-5" long
      - Remove existing connecting doors and infill walls and finishes (assume 6 locations)
      - Relocate light switches in bedroom side, from exterior door to new interior door

2) Kitchenette Additions (quantity: 8 assumed, including accessible units discussed above)

   a) Extend sink drain, hot and cold water, and vent pipes

b) Add sink
c) Add refrigerator- electrical
d) Add stove and range hood, or microwave oven
e) Add new ceiling light fixture
f) Add 4 convenience receptacles (GFI)
g) Electrical upgrades for kitchenettes: 2 new circuits per unit, requires additional conduits, conductors, breakers, and subpanels; see Electrical Requirements below.

3) Electrical Requirements:

a) Upsize electrical service
b) Add subpanels
c) Installation of GFCI protected devices to meet 2019 CEC.
d) Installation of AFCI for locations required in 2019 CEC 210.12 Arc-Fault Circuit-Interrupter Protection.
e) Provide separate circuitry for general outlets per unit
f) Provide separate circuitry for refrigerator and microwave.

4) Fire/Life Safety Improvements:
a) Replace all smoke detectors, 1 per unit (3 for Manager's apartment and 2 for assumed 1-BR unit above restaurant).
b) Add draft stopping in attic at each demising wall.
c) Add fire sprinkler system (required by California Fire Code Section 903)
d) Add fire alarm system (required by Calfiornia Fire Code Section 1113.12)

5) Possible Office Renovations: ***These items are speculative and not included in the cost estimate. The leased office space and restaurant were not surveyed.***
a) **Upgrade leased office space to accessible program office space.**
b) **Renovate restaurant to use as program space.**

6) Laundry: Convert existing housekeeping laundry room to residents' use
a) Remove existing industrial laundry machines (1 washer/1 dryer)
b) Add new residential, coin-operated laundry machines (1 washer and dryer per 15 units x 25 units = 2 each)
- Modify cold water, hot water, sanitary waste and vent lines.
- Connect vent, drain, waste, hot and cold-water pipes to the 2 washing machines.

c) Add laundry detergent vending machine
d) Add accessible concrete ramp up to laundry room
- Add new landing
- Add new handrails

<u>TIER 2A: Additional Requirements for Permanent Supportive Housing If Using Tax Credit Funding:</u>
23 units total (18 standard guest rooms, 3 mobility-accessible guest rooms, 1 managers unit, 1 undefined unit over restaurant)

Conversion to permanent housing using tax credit financing needs to meet CTCAC requirements for accessibility of 10% mobility accessible and 4% communications accessible units. This analysis assumes the kitchenettes installed in Tier 2 meet CTCAC requirements for cooking facilities for SROs. The energy efficiency measures in Tier 3 would need to be advanced to Tier 2A to meet the CTCAC requirement to reduce existing energy consumption by at least 10%.

1) Guest Room Accessibility:
   a) Rooms with mobility features (10% of 23 = 3 required; 2 existing from Tier 1)
      - Convert 2 standard parking stalls to 1 accessible parking stall
   b) Rooms with communications features (4% of 23 = 1 required; 1 existing from Tier 1)

2) Room Conversion:

   To create another accessible unit, two existing standard rooms will be combined, to create one bedroom and a living room space. The existing bathroom on the bedroom side would be reconstructed and enlarged to be made accessible. The bathroom on the living room side would be removed and a kitchen installed using the existing restroom plumbing. The combined rooms will be connected with a new passage door between the spaces. The entry doors are to remain in the existing locations. This Tier 2A work could substitute for 2 of the kitchenette additions shown in Tier 2.

   a) Guestroom bathrooms to convert to Kitchens (quantity: 1)
      - Remove total 14' long wall segments dividing restroom and room
      - Remove lavatory
      - Remove toilet
      - Remove shower
      - Remove 66 sf flooring
      - Remove 66 sf of ceiling
      - Plug toilet waste pipe
      - Cap shower waste pipe
   b) Kitchen conversions - Additions
      - Move sink drain
      - Add sink
      - Add refrigerator- electrical
      - Add stove - electric
      - Add range hood
      - Add 66 sf laminate flooring
      - Add 66 sf ceiling
      - Add new ceiling light fixture
      - Add 4 convenience receptacles (GFI)
      - Electrical upgrades for kitchenettes covered in Tier 2
   c) Additional Renovations for mobility features room converted from standard rooms: (1 unit)
      - Level door threshold, remove ½" lip or bevel
      - Remove and relocate light switches
      - Demo existing shower
      - Remove lavatory

- Remove total 14’ long wall segments dividing restroom and room
- Demolish existing flooring in restroom
- New 11’ long wall separating restroom from sleeping area, with new door
- Demo and replace toilet, relocated 1’
- Add grab bars and toilet paper holder at toilet walls
- Add new ceramic floor tile and, at shower, wall tile
- New roll-in shower, with grab bars and shower seat
- New lavatory and mirror
- Relocate restroom light fixtures

d) Connecting doorway (quantity: 1)
- Add shear post(s) and hold downs at new openings
- Install doors
- Refinish walls
- Replace laminate floor planking, 1 strip each side x 11’-5” long
- Remove existing connecting doors and infill walls and finishes (assume 6 locations)
- Relocate light switches in bedroom side, from exterior door to new interior door

<u>TIER 3: Alterations needed to ensure resident safety and a 10-year useful life, in addition to the above.</u>

1) Structural: Seismic Evaluation and Retrofit
   a) Detailed structural evaluation, will likely require:
      - Add additional nails and straps to roof and floors, especially at the vertical setback between the two-story and one-story portions of the main “L” shaped building.
      - Additional support or repairs at the southwest building roof.
   b) Repair deteriorated portions of building envelope:
      - Replace siding around sides and rear of all buildings (approximately 200’).
      - Repaint all trim and fascia (approximately 1,020’)

2) Site security:
   a) Replace decorative metal fencing at northeast side of property (assume 150’).
   b) Add decorative metal fencing across the front of the property (assume 125’, less 32’ of vehicular gates = 93’).
   c) Add two 6' high decorative metal pedestrian gates and two motorized vehicular gates. The pedestrian gate requires accessible hardware and an opening of 36” minimum. The vehicle gate requires 16’ minimum width, set back from road lane edge per local requirements.
      - Include card reader or similar access control, and 2-way communication between office and each gate.

3) Pavement and drainage repairs:
   a) Parking lot

- Remove and replace pavement exhibiting “alligator cracking” (approximately 75% of parking lot, or about 14,000 sq.ft.).
- Overlay remainder of the parking lot (approximately 5,000 sq.ft.) and seal cracks.
- Repair potholes (4).
- Drain ponding area near office, by providing a drain pipe through the ramp.
- Implement best management practices for storm water runoff. This may involve regrading the parking lot to drain towards the landscaped area in the middle, to the extent possible, and using that area to retain runoff.

4) General Mechanical/Plumbing and Energy Efficiency Renovations (all units):
   a) Replace toilets, shower heads, sink faucets (including mop sink) and lavatory faucets to comply with California water conservation requirements.
   b) Replace all domestic hot water piping insulation with new insulation with minimum 7.7 R-value (approx. 600’ feet of 1-1/2” - 2” pipe).
   c) Remove and replace all existing appliances with Energy Star appliances (assumed for 15 units).

APPENDIX D: APPLICABLE CODE SECTIONS FOR R-1 CONVERSION TO R-2 OCCUPANCY

Note: Hotels and Apartments were classified under the same building use/occupancy when the building was originally built in 1962, therefore a renovation does not trigger a change in use or occupancy.

California Existing Building Code (Title 24 Part 10) Section 101.4.2 states, "The legal occupancy of any building … shall be permitted to continue without change, except as is specifically covered in this code, the California Fire Code, … or as is deemed necessary by the code official for the general safety and welfare of the occupants and the public." The property therefore needs only to comply with current California Fire Code requirements, and the current California Building Code Chapter 11B - Accessibility (compliance with which is required as a condition of the Project Homekey grant)

CBC 2019 Chapter 11B

- **11B-206.4.6 Residential dwelling unit primary entrance**
  - Primary entrance shall comply with 11B-404
- **11B-233.3.4.2 Alterations to individual residential dwelling units** "where a bathroom or a kitchen is substantially altered, and at least one other room is altered, the requirements of Section 11B-233.3.1 shall apply to the altered residential dwelling units until the total number of residential dwelling units complies with the minimum number required by Sections 11B-233.3.1.1 and 11B-233.3.1.3 Residential dwelling units required to comply with Section 11B-233.3.1.1 shall be on an accessible route as required by Section 11B-206"
  - 11B-809.2 through 11B-809.4 - 5**% of units are required to provide *mobility features***
    - At least one accessible route shall connect all spaces and elements of the dwelling unit
    - All rooms on the accessible route shall have a turning space
    - Kitchens, where provided, shall comply with 11B-804
    - At least one bathroom shall comply with 11B-603
  - 11B-809.5 - **2% of units are required to have *communication features***
    - Fire alarm system required – smoke detection, carbon monoxide, visible alarms
    - Hard-wired electric door bell with audio tone and visual signal (in the sleeping areas must be able to deactivate the signal)
    - A means of visually identifying a visitor without opening the dwelling unit, with a range of 180 degrees (peep hole or camera)
  - 1207 – Interior Space Dimensions
    - If the permanent supportive housing combines adjacent guest rooms to create a 1-bedroom unit, then each unit becomes a 1-BR unit rather than an "Efficiency dwelling unit." Per CBC Section 1207, the first room must be 120 square feet (SF) minimum and any additional

rooms must be 70 SF minimum. All the motel rooms, when combined, meet that criteria. Under Health and Safety Code Section 17958.1 and CBC Section 1207, local jurisdictions are permitted to reduce the minimum floor area for “Efficiency dwelling units” from 220 SF minimum to 150 SF for the living room. Alternatively, under Health and Safety Code Section 17958.1 and CBC Section 1207, local jurisdictions are permitted to reduce the minimum living room floor area for “Efficiency dwelling units” from 220 SF to 150 SF. The guest rooms would meet the reduced criteria but not the standard 220 SF.

Programming Matrix				Cost Estimate					
Level of Improvement	Area of Focus	Renovation Considerations	Justification	Item	Unit Cost	Units	Quantity	Amount	Cost/Unit
Tier 1	Path of Travel	Replace pavement, signs, and striping of accessible parking spaces; replace sidewalks or walk 48" clear < 2/5/8.33% Slope	Required if pavement at accessible parking is not code compliant; CBC Chapter 11B-502 & 11B-403	New sign	$ 360.01	EA	5	$ 1,800.05	
		Replace walkways or ramps along path of travel	Required if walkways surface, width, slopes, handrails, and any obstructions along path of travel are not code compliant; define path of travel from accessible parking to all common areas and accessible units, CBC Chapter 11-B	Replace concrete walk	$ 15.30	SF	524	$ 8,017.20	
				Conc ramp	$ 32.40	SF	80	$ 2,592.00	
				Ramp handrails	$ 153.00	LF	34	$ 5,202.00	
				Paint railing	$ 21.60	LF	34	$ 734.40	
	Community Spaces	Replace entry door and threshold	Required if entry door and threshold to be accessible is not code compliant; check threshold height and opening sizes, hardware, opening force, etc.	Replace door threshold	$ 270.00	EA	1	$ 270.00	
				Relocate door latch	$ 540.01	EA	1	$ 540.01	
				Replace door hardware	$ 396.01	EA	1	$ 396.01	
	Guest Room Accessibility w/ mobility features	Update standard room to accessible: Level door threshold, remove and relocate light switches, demo existing tub/shower, remove lavatory and counter, remove dividing wall, demolish laminate flooring, extending separating wall between sleeping area and restroom, demo and replace toilet and relocate, add new ceramic floor tile, new roll-in shower, grab bars and shower seat, new lavatory and mirror, relocate restroom light fixtures	CBC Chapter 11B requires a minimum 5% of all units to be accessible with mobility features. This includes a roll-in or transfer shower, grab bars at the toilet, and other accessible features.	Replace door threshold	$ 270.00	EA	2	$ 540.00	
				Replace concrete walk	$ 15.30	SF	144	$ 2,203.20	
				Relocate door latch	$ 540.01	EA	1	$ 540.01	
				Replace door hardware	$ 396.01	EA	1	$ 396.01	
				Reposition light switch	$ 540.00	EA	4	$ 2,160.00	
				Convert std bathroom & vest. to accessible	$33,010.00	EA	1	$ 33,010.00	
				Replace ceiling luminaire	$ 513.01	EA	1	$ 513.01	
				Interior luminaire	$ 1,170.01	EA	1	$ 1,170.01	
				Bathroom accessories	$ 1,530.01	LS	1	$ 1,530.01	

Level of Improvement	Area of Focus	Renovation Considerations	Justification	Item	Unit Cost	Units	Quantity	Amount	Cost/Unit
	Guest Room Accessibility w/ communication features	Add peep hole in door, add hard wired electric doorbell with audio tone and visual signal, add fire alarm, smoke detectors and carbon monoxide visual alarms	CBC Chapter 11B requires a minimum 2% of all units to be accessible with communication features.	Add peep-hole in door	$ 450.09	EA	1	$ 450.09	
				Door bell	$ 630.01	EA	1	$ 630.01	
				Fire alarm device	$ 1,620.02	EA	1	$ 1,620.02	
				Visual alarm (Fire, CO)	$ 900.01	EA	1	$ 900.01	
				Visual alarm (Smoke)	$ 1,620.01	EA	1	$ 1,620.01	
	General Guest Rooms	Install carbon monoxide detectors	Pursuant to Health and Safety Code Section 17926, carbon monoxide detection shall be installed in all existing Group R buildings as required in Section 915.	Carbon monoxide detector	$ 130.50	EA	25	$ 3,262.50	
	Commercial Signage	Remove all commercial signage; monument signs, fascia signs, etc.	Where converting existing hotels to housing, all commercial signage should be removed out of consideration of new property use; not required by code	Remove existing motel sign - fascia	$ 14.40	SF	25	$ 360.00	
				Remove existing motel sign - pylon 30'	$ 6,300.07	EA	1	$ 6,300.07	
25	units (Tier 1)			TIER 1 SUBTOTAL				$ 76,756.63	3070.2652

Level of Improvement	Area of Focus	Renovation Considerations	Justification	Item	Unit Cost	Units	Quantity	Amount	Cost/Unit
Tier 2	Path of Travel	Provide enough compliant accessible parking spaces	Required if there are not a minimum number of accessible parking spaces provided. CBC Chapter 11B	Conc pavement 6"/6" AB	$ 24.30	SF	851	$ 20,679.30	
				New sign	$ 360.01	EA	2	$ 720.02	
	Guestroom restroom conversion to kitchens	Add sink drain; Add sink; Add refrigerator, stove, range; New light fixture; Add Electrical upgrades- 2 new circuits per unit, conduits, conductors, breakers and subpanels; Add plumbing and exhaust as required for renovation	Where converting an existing hotel to residential housing the need for additional plumbing is required by California Building Code Table 422.1. If seeking tax credits, CTCAC requires kitchens including a sink, refrigerator, and cooktop.	Convert std bathroom & vest. to ki	$16,309.00	EA	1	$ 16,309.00	
				Kitchen sink	$ 1,350.03	EA	8	$ 10,800.24	
				Plumbing connection	$ 360.00	EA	24	$ 8,640.00	
				Refrigerator	$ 2,160.42	EA	8	$ 17,283.36	
				Stove (incl elect)	$ 4,499.98	EA	8	$ 35,999.84	
				Range hood (incl elect & exhaust)	$ 5,759.99	EA	8	$ 46,079.92	
				Electrical receptacle	$ 1,620.02	EA	32	$ 51,840.64	
				Interior luminaire	1170.01	EA	8	$ 9,360.08	
				Transformer 500 kVA	$ 2,610.02	EA	1	$ 2,610.02	
				Feeders to (e) switchboard 4#350,	$ 182.80	LF	100	$ 18,280.00	
				Feeders to (N) switchboard 4#600,	$ 224.91	LF	100	$ 22,491.00	
				Main switchboard, 2000A 3ph 120	$12,780.13	EA	1	$ 12,780.13	
				Breakers 3ph for main switchboar	$ 3,840.04	EA	6	$ 23,040.24	
				Feeders to subpanel 4#2, #8 GND	$ 63.81	LF	100	$ 6,381.00	
				Subpanel 200A 3ph 42 bkrs	$ 7,439.48	EA	2	$ 14,878.96	
				Breakers 3ph at subpanel 200A	$ 4,500.05	EA	2	$ 9,000.10	
				Circuits from subpanel 8#4, #8 GN	$ 63.81	LF	1800	$ 114,858.00	
	Fire/Life Safety Improvements	Draft stopping in attic	Required above every 2 DUs per CBC Sections 420.2, 708.4.2 and 718.4.	Draft stopping in attic	$ 63.00	SF	750	$ 47,250.00	
		Install automatic fire sprinklers	Required if automatic sprinklers are not already existing in building, CFC Section 903	Install fire sprinklers	$ 18.00	SF	8375	$ 150,750.00	
				Fire water line, 6"-12" dia w/ AC paving o/trench	$ 198.00	LF	150	$ 29,700.00	
				Water line connection	$ 4,680.07	LS	1	$ 4,680.07	
		Backflow Preventer	Required if valve assembly is not code compliant; CPC, 602.3	Backflow 6"	$32,339.15	EA	1	$ 32,339.15	
		Install fire alarm system	Required per CFC 1113.12.	Fire alarm device	$ 1,620.02	EA	29	$ 46,980.58	
	Convert Housekeeping Laundry Room to Residents Laundry	Remove industrial laundry machines	Industrial laundry machines are oversized and inappropriate for individual use.	Remove equipment (kitchen, laundry, vending, etc.)	$ 324.06	EA	2	$ 648.12	

Level of Improvement	Area of Focus	Renovation Considerations	Justification	Item	Unit Cost	Units	Quantity	Amount	Cost/Unit
		Remove and replace flooring	May vary depending on the state of repair of each building	Repair concrete floor	$ 35.28	SF	200	$ 7,056.00	
		Remove and replace mop sink	A commercial mop sink may be useful for residents but also can be replaced with smaller residential type	Replace mop sink	$ 585.01	EA	1	$ 585.01	
		Add coin-operated residential type laundry machines	1 laundry machine per 12 dwelling units is required by the California Plumbing Code, Table 422.1 for R-2 occupancy	Washing machine	$ 2,655.03	EA	2	$ 5,310.06	
				Plumbing connection	$ 360.00	EA	2	$ 720.00	
				Clothes dryer	$ 6,120.06	EA	2	$ 12,240.12	
		Add laundry detergent vending machine	Detergent vending machine is a convenience item only, not required	Laundry vending machine (incl elect conn)	$ 2,780.04	EA	1	$ 2,780.04	
24	units (Tier 2)			TIER 2 SUBTOTAL				$ 783,071.00	32627.958
Tier 2A	Guestroom restroom conversion to kitchens	Add sink drain; Add sink; Add refrigerator, stove, range; New light fixture; Add Electrical upgrades- 2 new circuits per unit, conduits, conductors, breakers and subpanels; Add plumbing and exhaust as required for renovation	Where converting an existing hotel to residential housing the need for additional plumbing is required by California Building Code Table 422.1. If seeking tax credits, CTCAC requires kitchens including a sink, refrigerator, and cooktop.	Convert std bathroom & vest. to ki	$16,309.00	EA	1	$ 16,309.00	
	Accessible room converted from standard room	Update standard room to accessible: Level door threshold, remove and relocate light switches, demo existing tub/shower, remove lavatory and counter, remove dividing wall, demolish laminate flooring, extending separating wall between sleeping area and restroom, demo and replace toilet and relocate, add new ceramic floor tile, new roll-in shower, grab bars and shower seat, new lavatory and mirror, relocate restroom light fixtures	CTCAC requires a minimum 10% of all units to be accessible with mobility features. This includes a roll-in or transfer shower, grab bars at the toilet, and other accessible features.	Replace door threshold	$ 270.00	EA	1	$ 270.00	
				Replace concrete walk	$ 15.30	SF	72	$ 1,101.60	
				Relocate door latch	$ 540.01	EA	1	$ 540.01	
				Replace door hardware	$ 396.01	EA	2	$ 792.02	
				Reposition light switch	$ 540.00	EA	2	$ 1,080.00	
				Convert std bathroom & vest. to accessible	$33,010.00	EA	1	$ 33,010.00	
				Replace ceiling luminaire	$ 513.01	EA	1	$ 513.01	
				Interior luminaire	$ 1,170.01	EA	1	$ 1,170.01	
		Connecting doorway	Connects living area and bedroom	Doorway opening	$ 4,189.00	EA	1	$ 4,189.00	
23	units (Tier 2A)			TIER 2A SUBTOTAL				$ 58,974.65	2564.1152

Level of Improvement	Area of Focus	Renovation Considerations	Justification	Item	Unit Cost	Units	Quantity	Amount	Cost/Unit
Tier 3	Seismic Evaluation and Retrofit	FEMA 154 Rapid Review followed by ASCE7-16 evaluation if necessary. Possible upgrades required include strengthening the foundation, increased nailing and holdowns at shear walls, increased nailing at floor and roof plywood, straps at floor and roof re-entrant corners.	All buildings should be evaluated using the Rapid Review. If any building fails the Rapid Review, it should be followed up with an ASCE7-16 evaluation. Depending on the local authority having jurisdiction the cost of the Tier 1 remodel and/or the addition of seismic mass to the buildings may trigger a mandatory ASCE7-16 evaluation.	Seismic Retrofit - Add nails, sill bolts, and hold-downs at shear walls	$ 8.85	SF	8375	$ 74,135.30	
				Seismic Retrofit - Add additional nails and straps to roofs and floors	$ 15.04	SF	8375	$ 125,951.34	
		Strengthen or add framing as required for proposed fire sprinkler system	Applies to any property where fire sprinklers are to be installed retroactively	Seismic framing for fire sprinkler system	$ 3.56	SF	8375	$ 29,801.45	
	Site Perimeter/ Security	Security fencing	To secure the site perimeter	Decorative metal fence 6'H	$ 189.00	LF	150	$ 28,350.00	
		Add metal pedestrian gate	Where site security is defined by a perimeter gate, pedestrian-only access is necessary for those residents without a vehicle (Ref. CBC 11B-404)	Decorative metal ped gate	$ 2,160.02	EA	2	$ 4,320.04	
		Add motorized sliding vehicular metal gate at each driveway	Perimeter gate limiting vehicular access will control security and deter theft by vehicle (Ref. CBC 3110)	Decorative metal veh gate	$35,100.36	EA	2	$ 70,200.72	
		Add card reader or similar access control and 2-way communication between office and grate	Where a perimeter gate is being utilized as site security, access should be controlled and monitored	Entry system w/ card reader	$12,060.13	EA	4	$ 48,240.52	
	Fire Life Safety Elements	Install automatic fire sprinklers	Required if automatic sprinklers are not already existing in building, CFC Section 903	Install fire sprinklers	$ 18.00	SF	8375	$ 150,750.00	
				Fire water line, 6"-12" dia w/ AC paving o/trench	$ 198.00	LF	150	$ 29,700.00	
				Water line connection	$ 4,680.07	LS	1	$ 4,680.07	
		Backflow Preventer	Required if valve assembly is not code compliant; CPC, 602.3	Backflow 6"	$32,339.15	EA	1	$ 32,339.15	
	Site Pavement/ Drainage	Replace AC pavement	Recommended to provide level path of travel and smooth surface of parking, CBC Chapter 11B	A/C pavement 3"/8" AB	$ 10.80	SF	650	$ 7,020.00	
				2" AC overlay	$ 2.25	SY	11520	$ 25,920.00	

Level of Improvement	Area of Focus	Renovation Considerations	Justification	Item	Unit Cost	Units	Quantity	Amount	Cost/Unit
	Energy Efficiency Upgrades	Central Systems: Boilers, hot water storage tanks, water softener system, insulate hot water piping in boiler rooms	Central system mechanical equipment should be evaluated and replaced based on remaining life and current state of operation. Insulation thickness per California Energy Code, Section 150.0.	Add pipe insulation in boiler room	$ 9,001.73	LS	1	$ 9,001.73	
		Replace appliances with Energy Star appliances	Optional upgrade to achieve 10% energy efficiency; required for CTCAC	Range hood (incl elect & exhaust)	$ 5,759.99	EA	15	$ 86,399.85	
				Refrigerator	$ 2,160.42	EA	15	$ 32,406.30	
				Stove (incl elect)	$ 4,499.98	EA	15	$ 67,499.70	
		Replace all indoor and outdoor lighting with LED system	Optional upgrade to achieve 10% energy efficiency; required for CTCAC	Replace ceiling luminaire	513.01	EA	75	$ 38,475.75	
				Replace wall sconce	621.01	EA	25	$ 15,525.25	
23	units (Tier 3)			TIER 3 SUBTOTAL				$ 631,408.59	27452.547
GRAND TOTAL								**$1,550,210.87**	**$ 67,400**

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-CDBG-CV2-3-00274	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Housing and Community Development (HCD)

CONTRACTOR NAME
City of South Lake Tahoe

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Twenty-Four (24) Months from the Effective Date

3. The maximum amount of this Agreement is:
$505,632.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose, and Scope of Work	8
	Exhibit B	Budget Detail and Payment Provisions	7
	Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ -	Exhibit D	CDBG-CV2/3 Program Terms and Conditions	25
+ -	Exhibit E	Program Application	165

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of South Lake Tahoe

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1901 Lisa Maloff Way	South Lake Tahoe	CA	96150

PRINTED NAME OF PERSON SIGNING	TITLE
Joseph D. Irwin	City Manager
CONTRACTOR AUTHORIZED SIGNATURE	**DATE SIGNED**
Joseph D. I	10/28/2021

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions, tranches 2 and 3 (hereinafter, "CDBG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in

EXHIBIT A

writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:

- An activity that benefits low- and moderate-income (LMI) persons
- An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
- An activity that aids in the prevention or elimination of slums or blight

3. <u>Duplication of Benefits (DOB)</u>

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and described in FR-6218-N-01, the CDBG-CV Federal Register Notice, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, it is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source.

EXHIBIT A

Grantees must have on file with the Department duplication of benefits policies and procedures that include recapture requirements and processes. Grantees must report to the Department on DOB throughout the Agreement Term. DOB must be tracked at both the programmatic level and at the client service level. The Grantee must collect affidavits from program participants agreeing to repay any portion of proceeds determined to be a duplication of benefits, with such proceeds to be returned to the Grantee a and Grantee must re-capture funds from households that have received a DOB. The Department will recapture funds from Grantees with DOB(s).

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

4. <u>Effective Date and Commencement of Work</u>

A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.

B. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. Pre-application costs, pre-agreement costs, and pre-award costs are permitted. However an environmental review must be performed and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. The CDBG-CV Grantee agrees that any Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, will be subject to an environmental review prior to the execution of this Agreement by the Department and that this Agreement must be executed prior to reimbursement for pre-agreement costs incurred by the Grantee .

5. <u>Term of Agreement and Performance Milestones</u>

A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 24 months (two (2) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 24 months will require the Department's approval and a contract amendment.

EXHIBIT A

B. Expenditure Deadline: All Program funds shall be expended no later than 24 months (two (2) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.

1) Reporting Deadlines:

a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Expenditure Deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline may be deemed ineligible and the Grantee may be required to repay all grant funds expended on the activity.

C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.

1) Failure to Meet Milestones:

a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.

b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is

EXHIBIT A

completed, or the activity is canceled.

2) Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) the expenditure deadline, may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

6. <u>Scope of Work Revisions and Amendments</u>

A. Contract Revisions:

1) Adjustments to the Scope of Work that do not require:

a) an increase or reduction of activity scope;

b) a change in National Objective; or a

c) change in the type of beneficiaries assisted

may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate.

2) Contract Revisions may include but not be limited to:

a) Adjustments that:

i. Itemize the scope of work;

ii. Revise milestone deadlines except for first and last milestones; and/or

iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce the number of estimated beneficiaries.

b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without

EXHIBIT A

changing the overall budget.

B. Contract Amendments:

1) Adjustments to the Scope of Work that:

a) Require an increase or a reduced scope of work:

b) Change the National Objective; or

c) Change the type or reduces the number of beneficiaries assisted

shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

2) Contract Amendments may include but not be limited to:

a) Adjustments that:

i. add scope beyond what was included in the original application;

ii. reduce scope such that the activity is materially different from the original application; or

iii. reduce estimated beneficiary counts.

iv. Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

C. HUD Matrix Codes:

If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

EXHIBIT A

7. State CDBG Program Contract Management

A. Department Contract Manager:

For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-6468
Email: CDBG@hcd.ca.gov

B. Contract Management:

Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

3) Financial Reports (Funds Requests);

4) Activity Reports;

5) Semi-Annual Reports;

6) Annual Reports;

7) Submittal of any and all requested supporting documentation;

8) Standard Agreement Revisions (non-material contract changes); and,

9) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator:

The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile.

EXHIBIT A

Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.

B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the Department's accounting system.

Funding in this Agreement may include either or both:

1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,

2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.

C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

EXHIBIT B

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

A. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not receive a commitment of funds, nor shall funds be reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.

B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR §200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR §200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.

C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income,

EXHIBIT B

rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

D. Withholding Funds: The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR §200.302, and the internal control requirements of 2 CFR §200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.

E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.

F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.

G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG-CV1 funds.

4. <u>Method of Payment</u>

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Activity Report must be for a minimum of $1,000.00, except for the final funds

EXHIBIT B

request, which must be marked "Final". Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.

2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.

B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.

C. Final Payment Requests:

1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline

EXHIBIT B

referenced in Exhibit A, Section 5 of this Agreement.

2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.

3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.

4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. <u>Budget Revisions and Amendments</u>

Budget line item adjustments may be made in accordance with the following:

A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:

1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing

EXHIBIT B

the overall budget.

3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. <u>Grant Closing Requirements</u>

A. Expenditure Deadline:

1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.

2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

1) A Final Activity Report that includes all required reporting data for the activity;

2) A filed Notice of Completion (if applicable);

3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,

4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

EXHIBIT B

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

EXHIBIT D

CDBG-CV2-3 PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No.: B-20-DW-06-0001
CFDA Number: 29.019
Date HUD Grant Agreement Signed: 11/26/2020

2. Definitions

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
   1) Acquisition (§ 5305 (a)(1))
   2) Public Improvements (§ 5305 (a)(2))
   3) Public Facilities (§ 5305 (a)(2) and (5))
   4) Public Services (§ 5305 (a)(8))
   5) Business Financial Assistance (§ 5305 (a)(17))
   6) Microenterprise Assistance (§ 5305 (a)(22))

B. “Activity Budget” means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

D. “Activity Reports” are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

E. “CARES Act” means the Coronavirus Aid, Relief and Economic Security Act.

F. “Department” means the California Department of Housing and Community Development.

"Financial Report" is also identified as a funds request and refers to the forms

EXHIBIT D

and processes required to request the drawdown of CDBG-CV2/3 funds (requests for funds must be a minimum of $1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.

G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13), as further described in the CDBG Program Guidelines, § 208.

H. “Grantee” means the jurisdiction that applied for CDBG-CV2/3 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.

I. “Pre-Agreement Costs” are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.

J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.

K. “Program Guidelines” means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.

L. “Program Income”, as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

EXHIBIT D

M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

3. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV2/3 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

4. National Objectives

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV2/3 funded activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV2/3 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV2/3 funds.

5. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR §200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR §200.340.

A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the

EXHIBIT D

portion to be terminated and the effective date.

B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).

1) The Department may initiate remedies for noncompliance as identified in 2 CFR §200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.

2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.

3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:

a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.

c) Wholly or partly suspend or terminate the current award for the

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Grantee's program or project, as applicable.

d) Withhold further and/or future awards of CDBG/CDBG-CV2/3 funds.

e) Request that HUD initiate federal suspension debarment proceedings.

f) Take other remedies that may be legally available, including, but not limited to:

(i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.

4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.

C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV2/3 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).

D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

6. <u>Severability</u>

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A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

7. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non--compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.

B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR § 200.300 et seq, and agrees to adhere to

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the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

9. Compliance with State and Federal Laws and Regulations

A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-program.

B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. Seq.,2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200 and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

10. Affirmatively Furthering Fair Housing

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

11. Equal Opportunity Requirements and Responsibilities

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Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG/CDBG-CV2/3 certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;

B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Fair Housing Act (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d), regarding relocation and displacement, and Section 109, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or

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advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

12. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR §570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

13. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

14. <u>Environmental Compliance</u>

A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.

B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

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D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.

E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic

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property list.

H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. <u>Procurement</u>

The Grantee shall comply with the procurement provisions in 2 CFR §200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR Part 200, et seq., as applicable.

16. <u>Procurement of Recovered Materials</u>

A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain

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the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

1) are not reasonably available in a reasonable period of time;

2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or

3) are only available at an unreasonable price.

B. This clause shall apply to items purchased under this Agreement or subsequent contract where:

1) the Contractor purchases in excess of $10,000.00 of the item under this Agreement; or

2) during the preceding federal fiscal year, the Contractor:

a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and

b) purchased a total of in excess of $10,000.00 of the item both under and outside that contract.

17. <u>Contracting and Labor Standards</u>

A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00.

B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value,

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or compensation of any kind.

C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

18. <u>Prevailing Wages</u>

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. § 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the

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Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

19. Contractors and Subrecipients

A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR Part 200.

C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.

D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

20. Requirements for Economic Development Activities

A. Public Benefit Standards for Economic Development Activities: Per 24 CFR §570.482 (e) (f), (g) and §570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all

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CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

B. Anti-Job Pirating Certification: Pursuant to 24 CFR §570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

21. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a 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 recipient or subrecipient must comply with 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 regulation issued by the awarding agency.

22. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,

B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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23. Reporting Requirements

A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.

C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.

D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG/CDBG-CV2/3 funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

24. Fiscal Controls

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursal of, and accounting for, funds paid to the Grantee under this Agreement.

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A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV2/3 funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of $100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.

B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;

C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.

E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

25. <u>Reversion of Assets</u>

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV2/3 funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG/CDBG-CV2/3 funds (including CDBG-CV2/3 funds provided to the Grantee in the form of a loan and Program Income) in excess of $35,000.00 shall be either:

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A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.

B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG/CDBG-CV2/3 funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG/CDBG-CV2/3 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

26. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG--CV2/3 grant no less than once during the twenty-four (24) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR §200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

27. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in

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accordance with the applicable federal, state and/or local requirements and this Agreement.

A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

28. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

29. Insurance

A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

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B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, , will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement, and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

30. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federally 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

EXHIBIT D

employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

31. <u>Conflict of Interest</u>

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG-CV2/3 activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the Unites States may obtain a financial interest or benefit from a CDBG-CV2/3-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

32. <u>Obligations of Grantee with Respect to Certain Third-Party Relationships</u>

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the

EXHIBIT D

assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

33. Energy Policy and Conservation Act

This Agreement is subject to 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 (Pub. L. 94-163, 89 Stat. 871).

34. California State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:

1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT D

B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

Applications: City of South Lake Tahoe Bear's Den Inn Rehabilitation

EXHIBIT E

Award Number
20-CDBG-CV2-00274

PO Number

Profile
hroverud@cityofslt.us

Section I

Activity Category
Community Development

Please select your application type:
Application in support of a Homekey Project

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?
Modify Existing

If your activity is a facility project instead of a program, please indicate whether this is a new facility, expansion of an existing facility, or re-purposing of an existing facility.

Activity (CD)
03C - Homeless Facilities (not operating costs)

National Objective (CD)
(LMC) Low/Mod limited clientele benefit

Section II

Choose the measure indicator from the list. Measure indicators, along with objectives and outcomes provide an organized and standardized process that HUD uses to measure the outcomes of CDBG programs. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.
https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf

Measure Indicator (P)
Persons Assisted

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit.

LMJ - Number of jobs created/retained.

Number of Beneficiaries
22

Presumed Benefit Types
Homeless Person

Additional Benefit Types
Youths, Single Adults, Single Men, Single Women, Mentally Ill, Veterans, Substance Abusers, Victims of Domestic Violence, Dualy Diagnosed

Section III

Enter your legal jurisdiction name and activity title. Example: City of Los Angeles Community Food Bank. You MUST follow the required formatting. Applications not including a jurisdiction name will be disqualified.

Activity Title
City of South Lake Tahoe Bear's Den Inn Rehabilitation

Organization Name
City of South Lake Tahoe

Input the physical address of your organization, please do not use a P.O. Box.

Street Address
1901 Lisa Maloff Way

Suite/Office #:

City:
South Lake Tahoe

State
California

Zip Code:
96150

Section IV

Activity Information

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

Street Address:
2250 Lake Tahoe Blvd

Suite/Office #:

City:
South Lake Tahoe

State
California

Zip Code:
96150

Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities. DO NOT COPY and PASTE prior narratives.

Statement of Need and Proposed Outcome Narrative:
Our proposed housing rehabilitation project makes critical safety and functional updates to the Bears Den Inn, a motel property recently funded by Project Homekey. While the acquisition was fully funded, another significant investment is urgently needed to ensure both short-term habitability and long-term asset viability. The property serves Extremely Low-Income (ELI) people who are experiencing or at risk of homelessness and are impacted by the COVID-19 pandemic, and will eventually provide much-needed Permanent Supportive Housing (PSH) in South Lake Tahoe.

The Bears Den Inn rehabilitation project is urgently necessary to achieve critical health and safety upgrades, as well as to meet the City's Single Room Occupancy (SRO) standards and advance our goal of converting from Motel (R-1) to Multi-Family Housing (R-2). While this motel property currently functions as Interim Housing under Project Homekey program rules, local code does not allow long-term occupancy greater than 30 days. The scope of our rehabilitation project will enable the property to meet SRO code requirements.

The Bears Den Inn property's rehabilitation needs are extensive and include: installation of a fire alarm system and internal sprinklers; updated electrical system including panels, wiring, and outlets; hard-wired and tamper-proof smoke/CO detectors; improvements to the accessible path of travel (including lobbies, public restrooms, etc.) necessary to meet current ADA and CBC Chapter 11B requirements; ADA parking spaces; and renovations to two (2) units with accessible mobility features, one (1) unit to include accessible communication alert features

The Bears Den is one of three Project Homekey properties that enabled South Lake Tahoe (SLT) to protect homeless individuals throughout the pandemic and our freezing winter temperatures. With the acquisition of these properties, Tahoe Coalition for the Homeless (TCH) successfully prioritized our community's most vulnerable homeless individuals for housing and services, resulting in a reduction of homeless clients inappropriately seeking shelter at our small local hospital. By diverting the highest utilizers of emergency services into Interim Housing with supportive services, our hospital's capacity was alleviated through multiple infection and hospitalization surges. More importantly, our homeless client population suffered zero deaths related to coronavirus or cold weather exposure during the 2020 case surge and winter season. Even as the pandemic eventually recedes, our strong program outcomes will persist as a result of this critical investment in SLT's supportive housing stock.

The South Lake Tahoe community and greater El Dorado County region have a great need for shelter and supportive housing programs. The 2019 El Dorado County Point-in-Time Count (PIT Count) identified 613 persons throughout the County experiencing homelessness, of which 110 reside in South Lake Tahoe alone. The PIT number is widely acknowledged to be much lower than the actual count due to the unique seasonality of homelessness in our alpine region - for reference, our team currently serves 262 active clients in South Lake Tahoe. In the 2019 PIT Count, a large proportion of individuals self reported factors known to increase risk and severity of COVID-19 complications: 42% reported having a mental health disability; 36% had chronic health problems; 30% shared substance use concerns; and 24% disclosed a physical disability. In addition, the population consists of 21% seniors (age 55-61) and 10% elderly persons (age 62+), who carry greater risk of complications associated with COVID-19.

The Bears Den Inn will also address longstanding racial and other equity concerns evident in our community and recently exacerbated by the coronavirus pandemic. Black, Indigenous, and People of Color (BIPOC) people are more likely to experience homelessness compared to our jurisdiction's general population and those persons are more likely to become sick and die of COVID-19. The 2019 American Census Survey estimates that among El Dorado County residents, 1,644 (0.8%) identify as Black/African American and 2,540 (1.3%) identify as American Indian/Alaskan Native. In comparison, the 2019 PIT Count data shows that among people experiencing homelessness, ~31 (5%) identify as Black/African American and ~25 (4%) identify as American Indian/Alaskan Native. Although the difference in percentages does not meet the 10% threshold of disproportionate impact, these numbers are significant for a small rural community. The Bears Den Inn management and services plans are designed to improve equity and access by removing systemic barriers to access, conducting proactive outreach to underserved communities, and analyzing data on a regular basis to assess effectiveness and incorporate best practices recommended by HUD, HCD, and other system leaders.

Aside from the recently-acquired Project Homekey properties, El Dorado County has no long-term shelter or housing projects to serve people experiencing homelessness. The Bears Den Inn can currently provide 8,030 nights of Interim Housing to clients each year, representing a significant resource for protecting medically fragile clients through the continuing pandemic and worsening local housing crisis. The critical repairs and updates to the Bears Den Inn will establish 22 units of interim supportive housing, serving ~20% of the city's unhoused population. In total, South Lake Tahoe's Project Homekey portfolio stands to provide supportive housing to more than 60% of our unhoused population. The establishment of sufficient supportive housing stock will enable our community to achieve 'functional zero' for seniors, veterans, and chronically homeless individuals within the next two (2) years.

In addition to directly benefiting clients, the Bears Den Inn program will generate significant cost savings for our community, including: reduced utilization of expensive public emergency services (hospital, police, fire, ambulance); reduced dependence on charity interventions (shelter, food, warm clothing, hygiene supplies, etc.); reduced negative impacts on shops and businesses dependent on our tourism-based local economy; and reduced impact on the environment as a result of encampments located in ecologically sensitive areas around Lake Tahoe. Once fully rehabilitated, the Bears Den Inn property will exemplify Project Homekey's strategic model of repurposing derelict motels to serve the community's evolving needs more effectively and efficiently, and will ultimately end homelessness in South Lake Tahoe.

The Activity Description is a narrative that needs to include: how this activity relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, and/or how it will help in the response to the pandemic. This narrative is different than your statement of need narrative, and will focus on the implementation and results of your proposed activity.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

Activity Description

The proposed activity is a partial rehabilitation of Bears Den Inn, a Project Homekey motel that will provide 22 supportive housing units. The scope of work addresses important health and safety items including upgrades to the electrical, fire safety, and sprinkler systems, as well as ADA upgrades to several units and exterior areas. The property will remain partially occupied by program participants throughout the 6-9 month construction period. The project will be managed by Tahoe Coalition for the Homeless (TCH) staff with oversight from City of South Lake Tahoe.

City staff will serve as the primary point-of-contact for HCD and will provide all formal communications, reports, and other deliverables. The City will also help TCH navigate code requirements, permits, and inspections. TCH will serve as developer and project manager, including securing plans and permits, hiring and managing vendors, and coordinating project team members. The City and TCH will cooperatively ensure adherence to the project's scope, budget, and timeline.

In addition to staff from the City and TCH, key vendors will support the project in specialized capacities. The primary initial vendor contract will engage an architectural design firm to review the current as-builts and draft plans, which will specify the scopes of work necessary for bidding out other contracts. Key contractors will include an electrician, fire and life safety specialist, general contractor with asbestos and lead certification, concrete/parking specialist, and an ADA consultant. TCH staff will manage all project work and coordination between key contractors to ensure streamlined scheduling and timely problem resolution.

The Bears Den project will formally initiate upon commitment of funds in a Standard Agreement executed between the City and HCD and a Subrecipient Agreement between the City and TCH. Within 90 days of the executed agreements, TCH staff will begin the federally-required procurement process (including Davis-Bacon and prevailing wage) to select a design team to draw detailed plans for the major system upgrades included in the scope of work. Concurrently, TCH staff will prepare the contractor bidding process so that the contractor selection process moves forward quickly after design work is finalized. Once contractors are selected, necessary building permits will be obtained through the City and the Tahoe Regional Planning Agency (TRPA) .

The initial phase involves minor interior demolition as needed to expose existing electrical components and assess the extent of additional demo required. The fire safety specialist team will also require minor demolition to gain access to the attic spaces and walls where sprinkler components will be installed. The electrical contractor will coordinate with the fire safety contractor to determine the appropriate electrical load required for the panel. Once electrical and fire safety system work is finished, a general contractor will complete drywall, patchwork, and paint as needed to finish each unit. The general contractor will also complete the ADA unit upgrades with detailed plans from an ADA specialist, and a hardscape contractor will simultaneously make improvements to the path of travel and parking pavement.

Our team's project strategy is designed to deliver the project completely, on-time, and on-budget. We will prepare a detailed project plan, communicate frequently with all team members, manage multiple work streams concurrently, and quickly address any challenges. We will update HCD as required in the reporting framework and whenever substantial challenges arise that may impact project outcomes. The contingency line item is scaled to accommodate the majority of change orders anticipated, and we will work closely with vendors to manage costs as precisely as possible. We are confident that our project approach will be successful.

We want to make sure that all of our program partners have the resources, capacity, and tools to be successful. That includes, guidelines, strategic plans, operating manuals, implementation strategies, and other documentation that addresses how your program or project will be implemented. These plans do not need to be formal or adopted, but they should be implementable.

Upload your guidelines / strategic plan / operations plan / implementation strategy

Operations Plan.pdf

Provide a detailed narrative describing the steps to be taken to complete the activity (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback… etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes… etc.). This deliverable narrative should indicate your direct knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

Detailed Scope of Work - Task and Deliverables Narrative

Our overarching development goals for the Bears Den are to achieve compliance with the City of South Lake Tahoe's Single-Room

Occupancy (SRO) requirements (City Code Chapter 6.15, Article VIII) and extend the property's usable life to meet Project Homekey's 10-year use requirement, and beyond. The scope of work outlined below and throughout this application reflects our knowledge of the property's current condition and the work required to meet the relevant code and program compliance requirements. Our project management strategy is designed to achieve these goals efficiently and deliver a successful rehabilitation project on time and within budget.

As part of technical assistance offered through Project Homekey, the California Department of General Services completed a Physical Needs Assessment (PNA) Report of Bears Den, on behalf of Tahoe Coalition for the Homeless. The report described several tiered improvements to be completed as part of a phased rehabilitation plan. The Tiers outlined below highlight the minimum improvements necessary to satisfy current building code standards and allow Interim Housing with occupancies 30 days or longer.

● Tier 1: Ensures the minimum improvements for the project to meet current building codes, accessibility requirements, and serve as interim supportive housing for Project Homekey. Project Homekey will trigger requirements to provide enough mobility accessible units to meet at least 5% of the total, plus 2% with communications features. Improvements to the accessible path of travel (including lobbies, public restrooms, etc.) will also be required to meet current ADA and CBC Chapter 11B requirements.
● Tier 3: Adds items to the scope that are recommended fire and life safety improvements required to meet current building code standards and items necessary to ensure general functionality and good repair for a minimum 10-year remaining useful life of building elements.
● Note that Tiers 2 and 4 are not applicable to the scope of work outlined for this rehabilitation phase, but may be reviewed for future scopes of work as further funding becomes available.

The CDBG-CV 2 & 3 funding will support completion of all improvements listed in Tiers 1 and 3, including:

● Accessibility of parking, path of travel, and main lobby
● Renovations to equip two (2) units with accessible mobility features, of which at least one (1) will include accessible communication features
● Electrical upgrades necessary to install fire/life safety improvements
● Wired 10-year tamper-proof carbon monoxide and smoke detection combination units in all residential units, common spaces, and offices.
● Fire alarm panel and internal sprinkler system

As funding allows, additional items may be incorporated into the scope of work, including: items identified in Tier 2, general maintenance and repair work, and/or improvements required for compliance with City SRO requirements. This may also include the joining of two (2) single rooms to meet square footage requirements under the SRO code, which would reduce the overall unit count by one (2) unit, from 22 to 21 units.

Implementation of the rehabilitation will require preparation of construction plans by a licensed architect or engineer and construction completed by licensed contractors.

Task/Deliverable
1. City enters into Standard Agreement with HCD/Professional agreement outlining scope, milestones, compliance, and payments
2. City enters in Subrecipient Agreement with TCH/Professional agreement outlining scope, milestones, compliance, and payments
3. TCH releases RFP for professional design services and any work not requiring design plans/Request for Proposals
4. TCH reviews responses to RFP and awards contracts to design professionals and any work not requiring design plans/Meet Federal procurement requirement
5. TCH enters into contracts with design professional(s) and vendors for any work not requiring design plans/Scope of work and vendor payment schedule
6. TCH to hold a project Kick-off meeting to specifically include prevailing wage requirements and tracking/Set standards and confirm scope and timeline for projects as well as compliance reporting requirements
7. TCH completes procurement process laid out above for vendor work requiring prior design plans/Same as above
8. TCH and vendors obtain required permits from City and TRPA/Permitting
9. Begin construction/Design drawings
10. Obtain preliminary approval of construction milestones to meet permit requirements/Progress Report
11. Obtain occupancy certificate from final permit review with City and TRPA/Final Report
12. TCH to conduct final walkthrough punch lists, staff training of major systems, sign off on contract completion, and authorize final construction draws to vendors/Completed project
13. Grant closeout documentation/Final Report
14. All-partner debrief to review project, discuss lessons learned, and identify next steps for future phases/Determine whether the project has met all the requirements and stayed within scope.

Section V

It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity?
No

How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG-CV funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19?
In March 2021 the City of South Lake Tahoe Council adopted the 2021-2026 Strategic Plan, which includes goals and policies to advance the City's efforts to address historically marginalized and disproportionately impacted populations in the community. The Strategic Plan includes goals to execute the commitment to support diversity, equity, and inclusion. Strategic Action Items to achieve this goals include evaluating the City's involvement with the Government Alliance on Race and Equity to develop a racial equity action plan. The City has begun exploring opportunities and resources for the development of a Racial Equity Plan.

How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG-CV funded project or program?
If disparities are identified, actions consistent with the adopted Strategic Plan goal noted above and the Racial Equity Plan will be taken.

Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs?
No

Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist?
No

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG-CV funded project or program.

Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?
Yes

Please provide a narrative about the Formal Partnerships you have:
The City maintains agreements with the following organizations serving people in protected classes:
- Live Violence Free (Domestic Violence)
- Tahoe Coalition for the Homeless (Homeless supportive services)

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?
No

Do you have Materials in multiple language and accessible on jurisdiction website?
Yes

Please provide a list and links to the materials in multiple languages:
City Council meeting agendas in English and Spanish http://www.cityofslt.us/84/Watch-City-CouncilPlanning-Commission-Me
Planning Commission meeting agendas in English and Spanish http://www.cityofslt.us/84/Watch-City-CouncilPlanning-Commission-Me

Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?
Yes

Please provide a narrative and any applicable links for the communications campaigns:
Translation services for City Council meetings and public workshops

Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program?
No

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing disproportionate outcomes in local projects and programs?

Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)?
Yes

Does your advisory body have seats for representatives from culturally specific serving organizations and/ or people in protected classes?
Yes

Please upload your governing documents that shows that seats are made available for representatives from culturally specific serving organizations or people in protected classes.
10.ERMA Policy.pdf

Does your advisory body have seats for people with lived experience of housing insecurity, homelessness, and/or economic insecurity?
Yes

Please upload your governing documents that shows that seats are made available for people with lived experience of housing insecurity, homelessness, and/or economic insecurity.
Res 2019-088 City Boards and Commissions.pdf

Do residents of your jurisdiction have access to any type of Boards and Commissions training to increase the political participation and decision-making power of low-income communities and communities of color? (e.g. Boards and Commissions Leadership Institute, Public Boards and Commissions Training)
Yes

Describe this training program and/or provide a link to the website describing it:
City maintains training budget for Planning Commissioners and City Council members to attend training regarding political participation and decision-making. In 2021 three Planning Commissioners attended the League of California Cities Planning Commissioner Academy which included the "From Dangerous Discourse to Extraordinary Engagement: Changing the Conversation on Inclusion" session.

Have culturally specific organizations (those addressing the needs of protected classes) have been involved in developing your jurisdiction's COVID-19 response strategy, including plans, programming, and service provision?
Yes

Please List:
South Lake Tahoe Family Resource Center http://tahoefrc.org/

Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs?
No

Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?
No

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

Organization Name:
Tahoe Coalition for the Homeless

Partnership Type:
Memorandum of Understanding

Number of years in this type of partnership:
1

Group(s) Served:
Black, Asian, Native American

Do you have additional partners to list?
No

Will you do deeper income targeting than CDBG-CV regulations require?
Yes

Please describe:
HOMEKEY program requires extremely low-income targeting below 30% Area Median Income.

Please upload a copy of the written non-discrimination policy that will be used by the project sponsor.
Nondiscrimination Statement_TCH.pdf

Section VI

Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with a description of the milestone and a date. Additional milestones are optional and strongly encouraged.

Milestone #1 - Activity Start
Execute Standard Agreement and Subrecipient Agreement

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Do you want to add additional optional milestones?
Yes

Milestone #2 (optional)
Design and Permitting

Milestone #3 (optional)
Contractor Bid and Execution

Milestone #4 (optional)
Construction Complete on Health and Safety Items

Milestone #5 (optional)
Construction Complete on ADA Requirements

Milestone #6 (optional)

Milestone #7 (optional)

Milestone #8 (optional)

Milestone #9 (optional)

Milestone #10 - Confirmation of Closeout
Grant Closeout

Milestone #10 must be completed no later than 90 days after confirmation of closeout

Readiness Criteria

Collaborators and Partners

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

If you are doing an activity in response to homelessness or to support persons experiencing homelessness you must coordinate with your Continuum of Care and identify them as a participating partner in this application. You will be required to track duplication of benefits in coordination with your Continuum of Care.

List of collaborators/partners
Non-Profit Service Providers

Provide a narrative listing your partners and collaborators:
Our partnership for the Bears Den rehabilitation project leverages the strengths of both partners to form a strong project team capable of delivering a successful project on time and within budget. The City of South Lake Tahoe (the City) is the eligible applicant and will be the award recipient, with Tahoe Coalition for the Homeless (TCH) serving as the subrecipient of the City. Professional staff from both teams will contribute to various aspects of the project, with support from local agencies and key vendors.

In 2020, the City and TCH formed a Memorandum of Understanding (MOU) that outlines the nature and intent of our partnership in serving vulnerable unsheltered community members. The City and TCH also recently executed a more refined Operating Agreement which details our roles, responsibilities, expectations, and goals in relation to establishing and maintaining housing, shelter, and service programs for the benefit of South Lake Tahoe community members. The Operating Agreement establishes an ongoing framework for our partnership and enables activities such as this application for CDBG CV 2 & 3 funding and the rehabilitation project it will support. Once funds from this grant are awarded and the City enters into the Standard Agreement with HCD; the City will enter into a Subrecipient Agreement with TCH. This agreement will specifically outline the roles of both parties in relation to the CDBG-CV funds, with the City being the Administrator and TCH overseeing the project activity including all tasks, deliverables, and providing required data to the City to then be provided to HCD.

Staff of the City of South Lake Tahoe Development Department will support the Bears Den rehabilitation, and bring significant relevant experience and expertise to ensure successful oversight through each phase of the project.
● Hilary Roverud: The City’s Director of Development [insert brief professional bio here]
● Zachary Thomas: The City’s Housing Manager [insert brief professional bio here]
The staff team at TCH collectively has 40 years of managing development projects, including funding applications, project and construction management, and compliance reporting.
● Cheyenne Purrington: The Coalition’s Executive Director has more than 17 years of experience in property, asset, and project management of affordable and supportive housing. Her project experience includes managing operations of over 70 affordable and supportive housing properties, as well as participating in project teams for 15 new construction and major renovation

projects. Cheyenne recently oversaw the successful financial repositioning of San Francisco's largest supportive housing portfolio, totaling over 1,500 units. Additionally, she served on the project team of a $100m renovation producing 172 supportive housing units, expansive services suite, and outpatient clinic. Cheyenne's experience in project planning and management has enabled TCH to identify and pursue funding opportunities, oversee critical renovation projects, and complete program reporting as needed. Cheyenne will provide ongoing guidance to the project team in order to navigate the project through completion.

● Kimberly Peterson: The Coalition's Director of Housing brings significant experience working on a range of affordable and supportive housing funding types, including CDBG, CoC McKinney-Vento programs, ESG, HCV, and PH. Kimberly has an intimate knowledge of the CDBG program as she wrote three Consolidated Plans and also worked on a Residential Rehab project. Kimberly advised a group of real property investors creating over 150 units of scattered and site based, no-barrier, Housing First compliant units for Sacramento's most vulnerable community members. Kimberly managed the compliance of $12 million in CoC funding. Kimberly was specifically recruited by TCH for her deep knowledge of relevant funding programs and experience overseeing projects and compliance. Kimberly will serve as the primary project manager, overseeing TCH staff and key vendors to ensure milestones are completed correctly and on time. She will initiate the project design and scope of work determinations, complete the bidding process, manage contract negotiations with vendors, prepare project status reports, communicate with HCD and City staff, and complete final award and project closeout documentation.

● Angie Clark: The Coalition's Maintenance Manager oversees the daily property operations and maintenance of the Project Homekey portfolio. Angie has a strong background in project engineering, property maintenance, and housing renovations. She oversees a small maintenance team and works closely with numerous local vendors to manage preventative and daily maintenance work orders as well as small-scale capital improvement projects. Angie will serve as the daily point-of-contact for contractors and vendors, including reviewing work completed, troubleshooting minor issues, and communicating with Kimberly regarding any major changes to the scope of work, budget, or timeline.

Both the City and TCH staff teams have planned in advance for staff capacity in order to accommodate management of the Bears Den rehabilitation project. Our project schedule includes estimates of staff time preparing project documentation, coordinating with the project team and key partners, and troubleshooting any unforeseen challenges throughout the project period. If deemed necessary, TCH is prepared to hire a part-time project manager in order to focus more resources on the project and provide an additional layer of program knowledge and oversight. We are confident our teams have the expertise and capacity necessary to ensure successful completion according to the timeline and budget set forth in this application.

In addition to City and TCH staff, our project team will be supported by key local partners involved in the project. The Tahoe Regional Planning Agency (TRPA) served as the public entity sponsor during the Project Homekey acquisition process, and is the relevant local planning agency that oversees planning, zoning, and code requirements. Our project team also partners closely with the County of El Dorado to coordinate efforts related to homelessness and supportive housing, and to identify complementary sources to fund any necessary scope of work not addressed in this initial renovation.

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement
03_TCH_-_CSLT___MOU (1).pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement
C-042-2021 Tahoe Coalition for the Homeless.pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Do you have a draft or executed agreement with a contractor/subrecipient?
No

Threshold Criteria

Site Control

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

Description of site control of the facility or means to conduct the services:
The property was acquired by the Tahoe Coalition for the Homeless in 2020 with Project HomeKey funding.

Upload Site Control Supporting Documentation
Bears Den Grant Deed.pdf

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarrment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use https://www.sam.gov/SAM/ to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarrment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in SAM.Gov. Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

Upload your Debarment Check

Suspension-Debarment check.pdf

Upload additional Debarment Check Documentation

TCH_SAMS_20210630.pdf

Upload an executed Statement of Assurances and Compliance. The template is found in the Files tab under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your Statement of Assurances and Compliance with 2 CFR Part 200 *

CDBG Assurances signed.pdf

Use the updated Citizen Participation Requirements document at https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organzation complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 https://www.law.cornell.edu/cfr/text/24/570.486 the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

Yes

Upload Citizen Participation Proof of Public Notice

CDBG_CV2-3_TribuneAffidavit_20210409.pdf

Upload Public meeting/hearing presentation/handout materials

Item_12_-_CDBG_CV 2_3.pdf

Upload Public Comment and Responses

Upload Public meeting/hearing presentation/handout materials

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

Upload Approved Resolution for Application

Res 2021-021 CDBG Corovavirus Response Grant_.pdf

Download the FI$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

FI$CAL TIN FORM

Upload CA TIN Verification Form

CSLT - Government-Agency-Taxpayer-ID-Form.pdf

Monitoring and Compliance

Are all single audit findings cleared or in remediation?

Yes - All findings have been addressed/we have no findings

Are all HCD CDBG program monitoring findings cleared or in remediation?
N/A (no audit finding or not required to submit single audit)

Are you in compliance with all exisiting HCD award agreements?
Yes

Environmental

Use the Environment Review forms located on HUD's website athttps://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at https://www.hudexchange.info/programs/environmental-review/. To determine the correct level of review go to HUD's environmental review overview page https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview. Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload Activity NEPA Compliance
NEPA_AD_20210916.pdf

Upload General Administration NEPA Compliance
NEPA_GA_20210916.pdf

Upload additional proof of NEPA Compliance
NOI_RRF_TribuneInvoice_20210924.pdf

Section VII

Budget and Duplication of Benefits

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part if your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

Do you have program income not already included and committed in a CDBG activity?
No

Budget Narrative:

The attached Duplication of Benefits spreadsheet serves as our project budget and details the specific sources and uses of funding for the proposed activity. The property acquisition was funded entirely through Project Homekey and the ongoing operational expenses of the program will be supported by operating subsidies provided by philanthropic partners through Enterprise Community Partners, Inc. The proposed rehabilitation activities will be funded through CDBG CV 2&3 and include project administration costs, professional design services, labor costs, and construction materials.

The project administration costs will be paid entirely from CDBG CV 2&3 funding. The City of South Lake Tahoe will receive $10k to support staff time attributed to this project. Tahoe Coalition for the Homeless (TCH) will receive $55,732 to support the general administration cost of personnel associated with the project as well as any administrative professional services required throughout the activity. Of the direct project costs, $88,000 will support professional design services to draw up plans for each portion of the scope of work. The majority of costs will support labor costs for contractors and vendors, totalling $263,925. The remaining portion of $87,975 will go towards construction materials.

Program operations during the rehabilitation period will be funded by our Enterprise philanthropic operating subsidy. Operating at 30% capacity, the program will include a portion of personnel costs for key supervisory and on-site staff, including:

- Executive Director
- Director of Housing
- Director of Services
- Stabilization Team Lead
- Client Services Coordinator
- Site Host
- Maintenance Manager
- Maintenance Technician
- Property Administrator
- Director of Administration

In addition to personnel expenses, the property operations budget provides for standard costs such as general maintenance materials, furnishings and appliances, supportive services supplies, office supplies and equipment, insurance, and utilities.

Several funding sources will be utilized to support this phase of the Bears Den rehabilitation project. Project Homekey funding supported the entire acquisition cost of the property in late 2020. The property is now wholly owned by Tahoe Coalition for the Homeless (TCH) with no debt service, liens, or other liabilities against the property. The Bears Den currently receives program income in the form of tenant rents and subsidies. During the rehabilitation process, no tenant rents will be collected as the units will only be utilized by Homekey program participants for short-term stays of fewer than 30 days. There is a small restaurant on the property that currently brings in $2,400/month, however, these funds go directly back into the maintenance of that structure. This structure will not be part of this rehabilitation activity.

The property received a capitalized operating subsidy provided by philanthropic partners through Enterprise Community Partners, Inc. The operating subsidy is intended to support operations through the duration of the initial two-year Interim Housing operating period. During this time, the project team will pursue additional capital and subsidy funding sources to improve the physical property condition and support the long-term viability of the asset. We believe that the improvements implemented during this rehabilitation phase will enable our team to secure long-term subsidy sources that support program continuity for the remainder of the 10-year program period.

The program budget is designed to support the overall project administration, contractor scopes of work, and right-sized project overrun contingency built into each line item. Our team will leverage our past experience and expertise to carefully manage vendor contracts, project expenses, and contingency factors in order to maintain adherence to the proposed budget framework. We are confident in our ability to establish strong controls for financial documentation, approval thresholds, and required reporting in order to comply with all relevant program regulations, accounting practices, and audit standards.

Upload Cost Allocation Plan (if applicable)

Upload Duplication of Benefit Tracker Form (in Excel)

Duplication of Benefit Tracking_BearsDen.xlsx

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link: HUD DOB

See a Duplication of Benefits Policy sample in the Files tab of the Solicitation

Include a brief narrative explaining how you plan to track for duplication of benefits in your activity!
Staff time cannot be duplicated in our system. Staff Itemized Time reports are run monthly by the Director of Administration for billing funders. All funders require these reports that link time directly to the single funding source before releasing funds. Reports are audited bi-weekly by direct supervisors who verify the correct funding source.

Vendor invoices may be itemized and classed to multiple funders, however direct line items cannot be duplicated. Sales by Class Detail reports are run monthly and audited by both the Executive Director as well as the Director of Administration.

Lastly, all budget line items for this project will continue to be updated, using the Duplication of Benefits tracker.

Upload your duplication of benefits tracking policy
2020 Grant Funding Compliance Policy (002).pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)
Resumes.pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Have you completed and submitted your eCivis Grants Network budget worksheet?
Yes

Total Grant Dollars Requested CDBG CV-2/CV-3 Budget:
$505,632.00

View Budget Worksheet
https://portal.ecivis.com/#/peerBudget/06015812-63C6-4195-8E94-3DC74742783E

Application Goals

View Application Goals
https://portal.ecivis.com/#/peerGoals/6C6D783B-C861-4908-9FE5-4E51D338CADE

By typing my name in the field below, I hereby certify that this application is true and complete to the best of my knowledge.:
Hilary Roverud

Average Score
0.00

# of Reviews
1

# of Denials
0

Original Submission Date (for re-submissions)

Exhibit E - Budget

Applications: File Attachments

Upload your guidelines / strategic plan / operations plan / implementation strategy
Operations Plan.pdf

Please upload your governing documents that shows that seats are made available for representatives from culturally specific serving organizations or people in protected classes.
10.ERMA Policy.pdf

Please upload your governing documents that shows that seats are made available for people with lived experience

of housing insecurity, homelessness, and/or economic insecurity.
Res 2019-088 City Boards and Commissions.pdf

Please upload a copy of the written non-discrimination policy that will be used by the project sponsor.
Nondiscrimination Statement_TCH.pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement
03_TCH_-_CSLT___MOU (1).pdf

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Duplication of Benefit Tracking_BearsDen.xlsx

Upload your duplication of benefits tracking policy
2020 Grant Funding Compliance Policy (002).pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)
Resumes.pdf

Operations Plan

Summary

Our project team has a strong operations plan for the Bears Den Inn rehabilitation project designed to deliver a successful project on time and within budget, with minimal impact to program continuity. Our project implementation strategy relies on detailed project planning, regular team communication, and proactive contingency planning to quickly identify and resolve barriers. In order to manage the Bears Den Inn project efficiently, our team will prepare contracts that incentivize on-time deliverables, front load planning and tasks, and schedule concurrent work streams.

Strategic Context

This project will address major system upgrades and compliance issues that have arisen due to decades of deferred maintenance on the property.

Objectives

Make necessary property upgrades to meet all Federal, State, and Local habitability requirements for long-term housing as well as create upgrades to the property for increased and required ADA access.

Key Performance Indicators

- Planned Value
- Actual Cost
- Earned Value
- Cost Variance
- Schedule Variance
- Missed Milestones
- Tasks Completed

Financial Summary

The project administration costs will be paid entirely from CDBG CV 2&3 funding. The City of South Lake Tahoe will receive $10k to support staff time attributed to this project. Tahoe Coalition for the Homeless (TCH) will receive $55,732 to support the general administration cost of personnel associated with the project as well as any administrative professional services required throughout the activity. Of the direct project costs, $88,000 will support professional design services to draw up plans for each portion of the scope of work. The majority of costs will support labor costs for contractors and vendors, totalling $263,925. The remaining portion of $87,975 will go towards construction materials.

Key Assumptions & Risks

Assumptions

- Necessary funding will be obtained to complete this activity
- Key design professionals and vendors are available and ready to work
- All constructions materials and equipment are readily available and within budget
- The condition of the building will remain stable, therefore, the scope of work will remain the same

- Reimbursement request are processed in a timely manner

Risks

- Consultant or contractor delays
- Estimating and/or scheduling delays
- Unplanned work that must be accommodated
- Pressure to cut corners due to cost or time constraints
- Scope Creep
- Project conflicts not resolved in a timely manner
- Delay in earlier project phases that impact timeliness of final work product
- Cash Flow

Goals

- Building a strong project team of vendors in our community
    - Our project team will host a series of kickoff meetings to introduce team members, review the overall project goals and scope, and set expectations for communication. The team will then meet regularly to review and update the project plan, ensure open communication between vendors, and encourage collaborative problem solving. As each vendor completes substantial work, the project team and City building department, will review and provide approval for moving forward to next phases. All changes to the original scope will be documented as change orders and formally reviewed by our project team. Any major changes to scope, budget, or timeline will be discussed and communicated to HCD, along with recommended corrective actions. Our team will also track any items outside of the approved scope that will be completed in future phases, as further funding becomes available.
- Obtaining partial occupancy during project activity
    - The Bears Den will remain partially occupied during construction, with approximately 30% of units occupied at any one time and only for up to 30 days as allowed by local code. Program participants may be temporarily relocated within the property as unit access is required, and as rehabbed units achieve certificates of occupancy. Relocation information will be provided to any impacted residents and TCH staff will support residents with any relocation needs such as packing and moving. As each unit is issued a Certificate of Occupancy and receives formal SRO Program certification, the TCH team will place pre-screened residents who meet the program eligibility criteria, in order to quickly achieve 100% occupancy in all 22 units.
- Supporting occupants during planned activity
    - The TCH services team will also support residents by providing on-site supportive services to ensure continued stability through the construction process. Residents will receive posted notification of any necessary unit access for inspections or contractor work, in order to respect privacy and reduce stress. Residents will also be provided with a regular construction schedule lookahead that highlights any impacts to parking, site access, noise,

or other factors, and provided with opportunities to ask questions, express concerns, and receive support for any needs.

- Delivering a strong product at the end of project activity
    - Our Bears Den operations plan reflects a strong commitment to excellent project management that emphasizes advance planning and good communication. The project team will work closely with the on-site supportive services team to support program participants throughout the process, so that both the rehabilitation project and program are minimally impacted. We are confident that our operations planning will achieve the program outcomes in an effective, efficient, and timely manner.

Next Steps

Seek and obtain additional funding to meet the goal of transitioning the property to R-2 Multi-family housing, which would make it eligible for long-term housing and/or supportive services subsidies.

APPLICATION OF CITY EMPLOYMENT POLICIES

These policies apply to all employees and volunteers of the City of South Lake Tahoe, including contract employees, supervisory employees, department heads, managers, elected officials, and all non-supervisory staff.

All employees shall receive a copy of these policies:

Sexual Harassment Policy: "No Tolerance"	Page 2
Equal Employment Opportunity Policy	Page 4
Pregnancy Discrimination Policy: "No Tolerance"	Page 6
Workplace Wrongdoing Policy: "No Tolerance"	Page 7
Substance Abuse Policy: "No Tolerance"	Page 9
Telecommunication System Usage Policy	Page 11
Violence Prevention Policy: "No Tolerance"	Page 13

All employees shall sign a written acknowledgment that they have received and read (or listened to the reading of) these policies.

A copy of this acknowledgment shall be placed in the employee's official personnel file.

If you have any questions regarding these policies, please contact Human Resources.

SEXUAL HARASSMENT POLICY: "NO TOLERANCE"

May 2000

The City of South Lake Tahoe does not tolerate sexual harassment. The City of South Lake Tahoe provides procedures for victims of sexual harassment to report sexual harassment and disciplinary penalties for those who commit sexual harassment. No person, employee or third party, no matter his or her title or position, has the authority, whether expressed, actual, apparent, or implied, to commit sexual harassment.

Definition of Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- Submission to such conduct is made a term or condition of receiving municipal services, or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- Submission to such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Behaviors Indicative of Sexual Harassment

- Verbal Harassment: Unwanted, unwelcome, or unwarranted sexual advances, including, but not limited to, requests, comments or innuendoes regarding sex, including sexual jokes; derogatory comments or slurs. Also included are continued requests for social or sexual contact after being advised such is unwelcome, with notice given by the affected employee or his/her designee.
- Physical Harassment: Physical conduct that is sexual in nature, including but not limited to, touching, pinching, patting, pulling, brushing against another's body or clothes or lewd gestures. Physical conduct which is threatening, including blocking, stalking, or physical assault - including but not limited to rape, sexual battery, molestation, or any attempt to commit such acts or assaults.
- Visual Harassment: Material such as pornographic, sexually explicit, or derogatory posters, cartoons, drawings, calendars, graffiti, or objects; or staring, leering or lewd gestures.

- Sexual Favors: Sexual advances which condition an employment benefit or municipal service in exchange for sexual favors, or which may be perceived as such.

The City of South Lake Tahoe prohibits and does not tolerate any harassment of an employee or non-employee participant in the workplace by an employee, manager, or visitor, male or female.

The City of South Lake Tahoe will make a determination whether sexual harassment has occurred based on a review of the facts and circumstances of each situation. The City of South Lake Tahoe reserves the right and hereby provides notice that third parties may be used to investigate claims of sexual harassment, and will attempt to hire a third party acceptable to all parties involved. Employees are required to cooperate in any investigation of workplace wrongdoing. All employees, including supervisors and managers, will be subject to severe disciplinary action, up to and including discharge, for any act of sexual harassment they are determined to have committed.

Procedure for Reporting Sexual Harassment:

If you are sexually harassed, you are encouraged to report the act of harassment to your supervisor, immediately. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the supervisor's supervisor, manager or the department head. If none of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the Human Resources Manager. ***You are not required to directly contact the person who is the subject of your report, question, or complaint before notifying any of those individuals listed.***

An employee hotline is provided so that complaints may be made via telephone, 24 hours per day. The complainants may identify themselves when making the complaint, or not. There will be no feedback to complainants not identifying themselves. The hotline number is (877) 651-3924; South Lake Tahoe's organization code is 10060.

Employees may file discrimination complaints directly with the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing.

Retaliation against anyone for reporting a violation of this policy or for cooperating in an investigation under this policy is prohibited. Retaliation includes, but is not limited to, acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment.

Complaints are to be factual and to the best of the complainant's knowledge, true.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

May 2000

The City of South Lake Tahoe prohibits, forbids, and does not tolerate discrimination against anyone on the basis of race, color, religion, sex, age, national origin, veteran status, sexual orientation, or disability. All employees, managers, supervisors, and job applicants are guaranteed the same employment opportunities. No person or employee, no matter his or her title or position, has the authority, whether expressed, actual, apparent or implied, to discriminate against another employee or job applicant of the City of South Lake Tahoe.

The City of South Lake Tahoe will not discriminate against any employee, manager, supervisor, or applicant on the basis of race, color, religion, sex, age, national origin, veteran status, sexual orientation, or disability. The City of South Lake Tahoe supervisors and/or managers will make all recruitment, placement, selection, training and layoff decisions based solely on job-related qualifications and abilities without regard to race, color, religion, sex, age, national origin, veteran status, sexual orientation, or disability.

The City of South Lake Tahoe will administer and conduct all personnel procedures including compensation, benefits, discipline, training, recreational and social activities, and safety and health programs without regard to an individual's race, color, religion, sex, age, national origin, veteran status, sexual orientation, or disability.

The City of South Lake Tahoe prohibits verbal, physical, or visual conduct that belittles or demeans any individual on the basis of race, color, religion, sex, age, national origin, veteran status, sexual orientation, or disability.

Procedure for Reporting Discrimination:

If you have any questions, problems, or complaints regarding a violation of this policy, or discrimination in general, you are encouraged to communicate your concerns to your supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the supervisor's supervisor, manager or department head. If none of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints or reports to the Human Resources Manager. You are not required to directly contact the person who is the subject of your report, question, or complaint before notifying any of those individuals listed.

An employee hotline is provided so that complaints may be made via telephone, 24 hours per day. The complainants may identify themselves when making the complaint, or not. There will be no feedback to complainants not identifying themselves. The hotline number is (800) 576-5262; South Lake Tahoe's organization code is 10060.

Employees may file discrimination complaints directly with the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing.

Retaliation against anyone for reporting a violation of this policy or for cooperating in an investigation under this policy is prohibited. Retaliation includes, but is not limited to, acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment.

Complaints are to be factual and to the best of the complainant's knowledge, true.

IMPORTANT NOTE: This policy is not considered an affirmative action policy/plan.

PREGNANCY DISCRIMINATION POLICY: "NO TOLERANCE"

May 2000

The City of South Lake Tahoe prohibits and does not tolerate discrimination against anyone on the basis of pregnancy. The City of South Lake Tahoe will treat all applicants and employees who are pregnant in the same manner as any other applicant or employee with regard to job-related functions, benefits, opportunities and purposes. No person or employee, no matter his or her title or position, has the authority whether expressed, actual, apparent or implied, to discriminate against a pregnant employee or applicant of the City of South Lake Tahoe.

The City of South Lake Tahoe will not deny a job or remove a pregnant employee from a position because the employee is pregnant, considering pregnancy, or experiencing any pregnancy-related problems. All decisions regarding a pregnant employee's placement in or continuation in a job will be based on the same consideration that governs all employment decisions – the employee's ability to satisfactorily perform the essential duties of the job in question.

Procedure for Reporting Pregnancy Discrimination:

If you have a question, complaint or problem related to pregnancy discrimination, you are encouraged to relate such question, complaint, or problem to your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the supervisor's supervisor, manager or the department head. If none of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the Human Resources Manager. You are not required to directly contact the person who is the subject of your report, question, or complaint before notifying any of those individuals listed.

An employee hotline is provided so that complaints may be made via telephone, 24 hours per day. The complainants may identify themselves when making the complaint, or not. There will be no feedback to complainants not identifying themselves. The hotline number is (800) 576-5262; South Lake Tahoe's organization code is 10060.

Employees may file discrimination complaints directly with the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing.

Retaliation against anyone for reporting a violation of this policy or for cooperating in an investigation under this policy is prohibited. Retaliation includes, but is not limited to, acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment.

Complaints are to be factual and to the best of the complainant's knowledge, true.

WORKPLACE WRONGDOING POLICY: "NO TOLERANCE"

May 2000

The City of South Lake Tahoe does not tolerate workplace wrongdoing on City of South Lake Tahoe premises, property, or while acting within the scope of employment. Employees are to carry out their duties with due care and diligence, according to job standards.

Examples of wrongdoing include but are not limited to the following.

The City of South Lake Tahoe does not tolerate theft of property, whether from the employer, citizen or from a co-worker. Employees should seek permission before removing organization-owned material, tools, or other items, including damaged goods, scrap material, or any other material. Employees are allowed, with prior permission granted, to use books, reference materials, and/or basic supplies away from the work site. Any employee who violates this policy may be subject to disciplinary action, up to and including termination.

The City of South Lake Tahoe prohibits false information on any request for City funds including but not limited to expense accounts, trip/travel/educational/mileage reimbursements, payroll records, or on any insurance claim submitted under the organization's health care benefits or workers' compensation benefits program.

The City of South Lake Tahoe prohibits fighting on its premises. Any employee, who instigates physical violence or threatens physical violence, may be subject to disciplinary action, up to and including termination.

The City of South Lake Tahoe prohibits physical horseplay, and destructive practical jokes/ pranks. Any employee who violates this policy may be subject to disciplinary action, up to and including termination.

The City of South Lake Tahoe prohibits embezzlement or stealing of organization funds or customer funds, including but not limited to, stealing money from an organization account, stealing postage, or unauthorized use of telephone privileges. City telephones are to be used for business purposes only; emergencies and shift changes/extensions are exceptions. Any employee who violates this policy may be subject to disciplinary action, up to and including termination.

The City of South Lake Tahoe prohibits illegal activities such as gambling in the organization's facility or on organization property. Employees engaged in illegal activities may be subject to disciplinary action, up to and including termination and may be subject to criminal prosecution.

Procedure for Reporting Workplace Wrongdoing:

If you are aware of any of the acts listed above taking place, you are encouraged to discuss your questions, problems, complaints or reports with your supervisor. If you feel uncomfortable doing so, or of your supervisor is the source of the problem, condones the problem, or ignores the problem report to the supervisor's supervisor, manager or department head. If none of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or

reports to the Human Resources Manager. You are not required to directly contact the person who is the subject of your report, question, or complaint before notifying any of those individuals listed.

An employee hotline is provided so that complaints may be made via telephone, 24 hours per day. The complainants may identify themselves when making the complaint, or not. There will be no feedback to complainants not identifying themselves. The hotline number is (800) 576-5262; South Lake Tahoe's organization code is 10060.

Complaints are to be factual and to the best of the complainant's knowledge, true.

SUBSTANCE ABUSE POLICY: "NO TOLERANCE"

May 2000

The City of South Lake Tahoe prohibits and does not tolerate the possession or use of alcohol or illegal drugs at any time during the workday, or anywhere within the City of South Lake Tahoe's facilities, on the organization's properties or in its vehicles. It is intended that the City of South Lake Tahoe maintain a safe, healthful and productive work environment for all employees. To that end, there exists the prohibition of any chemical substance abuse by employees which may impair their ability to safely and effectively perform the functions of their assignment or which may increase the potential for accidents, excessive absenteeism, substandard performance, poor employee morale, or may endanger the public.

All final candidates for City jobs shall be given a pre-employment drug screen by a City selected physician to include testing for amphetamines, barbiturates, cocaine, opiates and marijuana. No candidate will be hired who tests positive for any of these substances. Should there be reasonable suspicion that an employee is under the influence of alcohol and/or illegal drugs, the employee may be tested. Random testing will be conducted with employees subject to Department of Transportation (DOT) regulations, covered under separate policy.

The City of South Lake Tahoe prohibits the unlawful manufacture, distribution, dispensation, and possession of drugs and alcohol on the organization's premises or while conducting business off of the organization's premises; employees are forbidden to sell or make other transactions involving illegal drugs during work or on the City of South Lake Tahoe's facilities, properties, or in its vehicles. Violators may be subject to disciplinary action, up to and including termination. Any sale of illegal drugs during work or on the employer's premises, facilities, or in organization vehicles will be treated as gross misconduct, punishable by termination for the first offense.

All employees must, as a condition of employment: (1) abide by the terms of this policy and (2) notify his/her department head of any conviction the employee receives under a criminal drug statute for violations occurring on or off City premises while conducting City business. Such report must be made within five (5) calendar days after a conviction.

Employees are expected and required to report to work on time and in an appropriate mental and physical condition for work. To do so, employees must not have illegal drugs or levels of alcohol in their system. Employees who drive in the course of employment are not to be impaired by the presence of a .04 or higher level of alcohol in their system throughout the workday. Violators may be subject to disciplinary action up to and including termination.

Any employees who are using prescription or nonprescription drugs that may have adverse side effects should inform their supervisor or manager as soon as possible that they are taking medication on the advice of a physician. Such employees are responsible for disclosing to the manager or supervisor the possible side effects of the drug on work safety or performance and the expected duration of its use.

Procedure for Reporting Possession or Use of Alcohol or Illegal Drugs:

If you know of possession or use of alcohol or illegal drugs by employees, you are encouraged to discuss your questions, problems, complaints or reports with your supervisor. If you feel uncomfortable doing so, or of your supervisor is the source of the problem, condones the problem, or ignores the problem report to the supervisor's supervisor, manager or department head. If none of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the Human Resources Manager. You are not required to directly contact the person who is the subject of your report, question, or complaint before notifying any of those individuals listed.

An employee hotline is provided so that complaints may be made via telephone, 24 hours per day. The complainants may identify themselves when making the complaint, or not. There will be no feedback to complainants not identifying themselves. The hotline number is (800) 576-5262; South Lake Tahoe's organization code is 10060.

Complaints are to be factual and to the best of the complainant's knowledge, true.

IMPORTANT NOTE: This policy complements the separate Department of Transportation (DOT) drug testing policy.

TELECOMMUNICATION SYSTEM USAGE POLICY

May 2000

Generally: City of South Lake Tahoe telecommunication systems (including all hardware and software) are the exclusive property of City of South Lake Tahoe and are provided for creating and transmitting business-related information. City of South Lake Tahoe treats all electronic files, including electronic mail (e-mail) and telephonic voice mail sent or received, as business information. City of South Lake Tahoe has the capability and reserves the right, with or without notice, to access, monitor, review, copy, and/or delete any electronic files, including e-mail and voice mail sent or received, and all web site communications and/or transactions. If employees make incidental use of the computer system for personal files or e-mail, employees should not expect personal files or e-mail and voice mail to be protected from review by other employees. Accordingly, employees should not use telecommunication systems to create or transmit any information they wish to keep private.

Confidential Information: City of South Lake Tahoe employees must exercise extreme caution when creating or transmitting confidential information. Confidential information should not be transmitted to employees or other individuals who are not authorized to receive such information, including records protected by the public information act and other pertinent legislation. If in doubt whether a record is protected, contact the City Attorney.

The City of South Lake Tahoe's telecommunication systems should not be used to solicit or proselytize for commercial ventures, religious or political causes, or outside organizations that are not authorized by the City of South Lake Tahoe.

E-mail/Voice mail: When transmitting messages via e-mail and voice mail, employees should consider that e-mail and voice mail messages can be read/heard by persons other than the addressee and that the message may be later disclosed to outside parties or a court in connection with litigation. Because of these concerns, City of South Lake Tahoe employees are required to maintain the highest standards of courtesy and professionalism when transmitting e-mail and voice mail.

Internet: The City of South Lake Tahoe provides employees with access to the Internet for business-related purposes. The City of South Lake Tahoe has the capability to review web site access. Employees should not have any expectation of privacy regarding the web sites accessed through the City's computer system. Computer systems may "leave tracks" at web sites visited. Because of the nature of the City of South Lake Tahoe's business, any incidental use of the Internet for personal use must be conducted with the highest levels of professionalism, and conducted on personal time.

Software: Authorization must be received from Information Systems prior to installing or downloading software onto City computers.

Procedure for Reporting Abuse of Computer Privileges or Violations of this Policy:

The City of South Lake Tahoe does not tolerate sexual, racial or other forms of harassment. If you are harassed or discriminated against through the use of the City's computer system, you are encouraged to report the act of harassment or discrimination to your supervisor. If you feel uncomfortable doing so, or of your supervisor is the source of the problem, condones the problem, or ignores the problem report to the supervisor's supervisor, manager or department head. If none of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the Human Resources Manager. You are not required to directly contact the person who is the subject of your report, question, or complaint before notifying any of those individuals listed.

An employee hotline is provided so that complaints may be made via telephone, 24 hours per day. The complainants may identify themselves when making the complaint, or not. There will be no feedback to complainants not identifying themselves. The hotline number is (800) 576-5262; South Lake Tahoe's organization code is 10060.

Complaints are to be factual and to the best of the complainant's knowledge, true.

Use of the computer system to engage in any communications that are in violation of this or any City policy, including but not limited to the acquisition, possession or transmission of defamatory, obscene, offensive, or harassing material, is strictly prohibited. Any employee who violates this policy may be subject to disciplinary action up to and including termination. The City of South Lake Tahoe reserves the right to inspect any City computer system/equipment for violations of this policy.

VIOLENCE PREVENTION POLICY: "NO TOLERANCE"

May 2000

The City of South Lake Tahoe is firmly committed to providing a workplace that is free from acts or threats of violence. In keeping with this commitment, the City has established a strict policy that provides "zero tolerance" for actual or threatened violence against employees, visitors, or other persons who are either on City premises or have contact with employees in the course of their duties. Preventing violence in the workplace is every employee's responsibility. It is therefore essential that every employee understand the importance of workplace safety and security. Finally, the City is committed to:

Providing violence prevention training to its employees;
Providing threat assessment when a violent act is imminent; and
Providing trauma response when a violent act occurs.

The City of South Lake Tahoe prohibits violent acts or threats of violence against employees or other persons. This includes threatening or committing acts of violence in the workplace, while on duty, while on City-related business, or while operating any vehicle or equipment owned or leased by the City. Conduct, which is prohibited, includes, but is not limited to violence, direct or indirect threats of violence, intimidation, physical fighting or altercation. The City of South Lake Tahoe strictly prohibits and does not tolerate weapons, at the organization's facilities, on the organization's property (owned or leased) or at any organization-sponsored event. This does not apply to peace officers and their duty weapons. Weapons include visible and concealed weapons, even those for which the owner has necessary permits. Weapons can include firearms, knives with a blade longer than three (3) inches, explosive materials or any other objects that could be used to harass, intimidate, or injure another individual, employee, manager, or supervisor. Tools required for employment, used as intended, are not considered weapons for the purpose of this policy.

The City of South Lake Tahoe – Risk Management, in association with Human Resources, shall administer this policy as part of the Injury and Illness Prevention Plan (IIPP), and coordinate:

1) Periodic assessment and evaluation of workplace risk factors which may contribute to the possibility of violence in the workplace, and

2) Training of all employees that involves education of risk factors associated with the various types of workplace violence, crime awareness and emergency response plans, and

3) Support to department management in identifying and addressing workplace risk factors specific to each department.

Definitions

Acts of violence include, but are not limited to:

- Violence: Aggressive acts or initiation of physical force or intimidation exerted for the purpose of violating, injuring, damaging or abusing persons, or property.

- Threat: An expression of a direct (intent to take action) or indirect (what could happen or that something could happen) intention to inflict pain, injury, damage or punishment upon another person or property.

- Intimidation: Instilling fear in a person by a show of force or a threat of force.

- Physical Fighting: The act of aggression or initial force in physically contending with another person with the intent to overpower and/or to cause harm.

- Weapons: An instrument, article or substance, which in the possession of an employee or visitor or under the circumstances of which it is used and/or is threatened to be used, can cause physical injury or death.

- Risk Factors: The behavioral warning signs (acts, behaviors, and situations) that may increase the probability of workplace violence. Examples of Risk Factors include: individuals exhibiting unusual fascination with the illegal use of firearms/weapons, and/or incidents of workplace violence; individuals that exhibit changes in behavior suggestive of drug and/or alcohol addiction; severe depression; significant decrease in productivity; severely strained relationships with coworkers; significant personality changes, etc.

What Constitutes Violence Or Threats Of Violence

CAL/OSHA defines workplace violence in three main categories:

Type I *– An incident where the assailant has no legitimate business relationship to the workplace to commit a robbery or other criminal act.*

Type II *– An incident involving a violent act by a recipient of a service provided by the City, as a client, patient, customer, passenger or a criminal suspect or prisoner.*

Type III *– An incident committed by someone seeking revenge for perceived unfair treatment. A Type III event usually involves a threat of violence, or a physical act of violence resulting in a fatal or nonfatal injury, by a current or former worker, supervisor or manager; a current or former spouse or lover; a relative or friend; or some other person who has a dispute involving a worker of the City.*

Reporting Requirements

It is the responsibility of every employee in the workplace to assist in the prevention of violence. Every verbal or physical threat of violence, including bomb threats or suspicious packages, must be treated seriously and reported immediately to a supervisor, department manager, and/or department head. In cases of emergency, employees must contact local law enforcement immediately (i.e. 911, or 9+911 from City phones). Threats of violence must also be reported to Risk Management and Human Resources as soon as possible. Early reporting of dangerous and potentially dangerous incidents will facilitate an effective investigation and response by the City in a timely manner. Towards this end, every employee must report incidents of workplace violence in the following manner.

Employees

Acts and Threats of Violence

Employees must report all threats or acts of violence, which occur on City work sites, to their supervisor, manager and/or department head. These reportable threats or acts of violence may be actually experienced or witnessed, or they may be acts that the employee becomes aware of otherwise. In cases of emergency, employees must contact local law enforcement immediately (i.e. 911, or 9+911 from City phones). Threats or acts of violence must also be reported to Risk Management and Human Resources as soon as possible. Employees must also report all threats or acts of violence, which they experience while acting in the scope of employment off City premises, relating to the legitimate business interests of the City. Employees must also report any threats or acts of violence occurring off City premises of which they are a target, if there is a reasonable basis to believe that the violence will follow them to the workplace.

In most situations the employee should report all threats or acts of violence to their immediate supervisor. However, in situations where the employee's immediate supervisor is unavailable, or is the individual making the threat or performing the violent act, the employee must report the conduct to a department manager and/or department head. When the employee is uncomfortable reporting a situation within the department the employee must report to Risk Management and Human Resources. In cases of emergency, employees must contact local law enforcement immediately (i.e. 911, or 9+911 from City phones). Threats or acts of violence must also be reported to Risk Management and Human Resources as soon as possible.

In situations where an employee becomes aware of an imminent act of violence, emergency assistance must be sought immediately. In such situations, the employee should immediately contact law enforcement by dialing 911 (9+911 for many City phone lines). Immediately after contacting the law enforcement authorities for emergency assistance, the employee must report the incident to his or her supervisor, manager, and/or Department head. Employees may inquire of the Department, Risk Management, and or Human Resources regarding the status of the complaint.

Employees must make these reports regardless of any relationship, which may exist, between the individual who initiated the threat or engaged in the violent act and the individual who was the victim of the conduct.

No employee will be disciplined, retaliated against or discharged for reporting any legitimate threats or acts of violence. Complaints are to be factual and to the best of the complainant's knowledge, true.

Nothing in this policy alters any other reporting obligation established in other City or departmental policies, or in state or federal law.

Warning Signs of Workplace Violence

Incidents of workplace violence have increased in recent years and are frequently caused by anger and/or frustrations, obsessive love affairs and domestic disputes that spillover into the workplace.

A threat of violence is the clearest indicator of potential violence. (Threats include direct threats, veiled threats and threats conditioned upon other actions.) Employees should understand that certain risk factors and behavior patterns may offer early warning signs of violent behavior.

Employees are to report City personnel and any other individuals who exhibit violent risk factors, which might affect the work environment.

Restraining Orders

Employees who obtain a restraining order listing their workplace, person, or City property as a protected area must provide a copy of the temporary restraining order, or the permanent restraining order to their supervisor, department manager, department head, or City Attorney. The City has an obligation to provide a safe workplace and can only meet this obligation if it receives information concerning individuals who have been ordered to maintain a distance from its facilities and/or employees. Restraining orders must also be reported to Risk Management and Human Resources as soon as possible.

Supervisors/Managers/Department Heads

Acts and Threats of Violence

Supervisors, managers and department heads must report all acts or threats of violence which occur on City work sites, that they experience, witness or of which they become aware. Supervisors, managers and department heads must report all threats or acts of violence which they experience while acting within the scope of their employment or when the supervisor, manager or department head forms a reasonable belief that off-site occurrences relate to the legitimate business interests of the City of South Lake Tahoe.

Supervisors, managers and department heads must report any acts or threats of violence occurring off City premises of which they are a target, if there is a reasonable basis to believe that the violence will follow them to the workplace. Reports of threats or acts of violence must be made to department management and the department head. In cases of emergency, employees must contact local law enforcement immediately (i.e. 911, or 9+911 from City phones). Threats or acts of violence must also be reported to Risk Management and Human Resources as soon as possible.

Other Conduct

Supervisors, managers and department heads must become familiar with the early warning signals of violence. Supervisors, managers, and department heads are required to consult with Risk Management and Human Resources when any employee displays one or more of those risk factors.

The City requires departments to request assistance from Risk Management and Human Resources regarding threat assessment (if a violent act is imminent) and trauma response (when a violent act occurs).

Reporting Procedure

Supervisors and managers must prepare an incident report based on information from the reporting employee and/or personal observation and submit the report to the department head with copies forwarded to Risk Management and Human Resources. The supervisor or manager must immediately interview a reporting employee to obtain specific information concerning the conduct at issue, such as:

- Who engaged in the incident
- What conduct is at issue
- Against whom was the conduct directed
- What specifically was said or done
- Whether the party at issue engaged in any physical conduct that would indicate he/she plans to follow through on a threat
- Names of witnesses to the conduct at issue
- The time and place where the conduct occurred
- Whether there is any previous history of violent or threatening conduct
- The relationship of the person to whom the conduct was directed and the person undertaking the conduct
- Any other information which will aid in the investigation.

Supervisors and managers should also ask the reporting employee whether he/she has any suggestions for minimizing the risk of violence based on the information known to them. Supervisors, managers and department heads should carefully document objective facts and relevant personal feelings so that trained professionals will have access to the information

necessary to reach fair and accurate conclusions. Subjective statements shall be recorded only if they relate to recording employee's or supervisor's personal feelings of fear or intimidation.

Peace Officers

Peace officer employees shall follow their agency's established protocols for reporting threats and acts of violence perpetrated against them by members of the public when the peace officer is acting within the course and scope of his or her job duties as a peace officer. It will not be necessary to contact nor file a separate report with Risk Management and Human Resources in regard to these matters unless assistance is going to be requested from these two departments or the conduct involves a risk of harm to other city employees.

COMPLIANCE IS ESSENTIAL

Compliance with this Workplace Violence Prevention Policy is a condition of employment. This policy is a zero-tolerance policy. Due to the importance of this Policy, employees who violate any of its terms, who engage in or contribute to violent behavior, who do not report all acts or threats of violence, or who threaten others with violence will be subject to disciplinary action, up to and including termination. The City may also take legal action where appropriate.

Resolution 2019-088

Adopted by the City of South Lake Tahoe City Council

December 3, 2019

City Commissions and Boards
(Replacing Resolution 2017-28)

BACKGROUND

A. The City of South Lake Tahoe Commissions and Boards consist of: 1) Airport Land Use Commission; 2) Building and Housing Board of Appeals; 3) Parks and Recreation Commission; and, 4) Planning Commission.

B. This resolution provides the City Council, City staff and the public information regarding the structure, duties, qualifications and responsibilities of City Commissions and Boards.

C. This resolution provides the process for the appointment and removal of commissioners and board members and the general policies and procedures of City Commissions and Boards.

D. This resolution assists in facilitating the City Commission and Board operations and in maximizing public participation.

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

Section 1. Application Process/Appointment Process/Removal:

Application Process: Applications to serve on City Commissions shall be received by the City Clerk on an ongoing basis and a solicitation/recruitment shall be held commencing annually for any open seats on October 1 (or · as soon thereafter). Appointments to Boards and Commissions shall be made only from persons who have applied.

Persons interested in serving on a City Commission may pick up an application from the Office of the City Clerk located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, California or downloaded from the City of South Lake Tahoe, City Boards and Commissions webpage. Applications will also be mailed, faxed or emailed upon request to the Office of the City Clerk.

During the solicitation/recruitment period, completed applications must be returned to the City Clerk by the deadline set forth in the Notice for the Solicitation period.

The·City Clerk shall notify all current commissioners and applicants remaining on the Applicant List.

Appointment Process: The City Clerk will provide the City Councilmembers with copies of all applications received by the prescribed deadline.

The City Clerk will notify all applicants of the date and time of the City Council meeting when appointments will be made. Applicants are encouraged to attend the meeting and be
available if they wish to address the City Council or if the City Council wishes to interview the applicant.

The City Council will vote for their appointments following City Council Protocols, ll. Rules of Conduct, 10. Procedure for Motion.

After the appointments have been made, the City Clerk will administer an oath of office to each newly appointed commissioner at their first commission meeting and will provide each commissioner with a copy of the City Commission Handbook which will include this resolution, the City's Code of Ethics and FPPC Financial Disclosure Statements (applicable to Airport Land Use Commission, Building and Housing Board of Appeals and Planning Commission). Those selected, but not present at the Council meeting, will be notified by the City Clerk's Office oftheir appointment.

In accordance with Government Code Section 54972, the City Clerk will prepare and maintain an Appointment List of the names and terms of those voted upon to serve on each City Commission.

Those applicants *not* appointed will be placed on an Applicant List prepared by the City Clerk's Office. The Applicant List will be maintained until the commencement of the next solicitation period. In the event of a vacancy on any Commission or Board, the City Council may appoint from the names remaining on the "Applicant List," and the Appointee selected would serve the, remainder of the unexpired term.

Removal: Any Commission or Board member may be removed at any time during his or her term, with or without cause, by a majority vote of the City Council.

Section 2. Residency Requirements

The following residency requirements shall apply to members of City Boards and Commissions:

A. Members of the Airport Land Use Commission, Building and Housing Board of Appeals, and Parks and Recreation Commission shall reside within the Tahoe Basin portion of El Dorado County.

B. Members of the Planning Commission shall reside within the City limits.

Section 3. Structure Terms of Office and Qualifications

The Airport Land Use Commission shall consist of two (2) members and shall serve two-year terms, commencing in February of odd numbered years.

Building and Housing Board of Appeals shall consist of at least three (3) members, but no more than five (5) members and shall serve two-year terms, commencing in February of odd numbered years.
The Parks and Recreation Commission shall consist of seven (7) members serving two-year staggered terms.

The Planning Commission shall consist of five (5) members serving two-year staggered terms.

Beginning February 2021:

Four (4) members of the Parks and Recreation Commission shall have terms commencing in February of odd numbered years and three (3) members shall have terms commencing in February of even numbered years.

Three (3) members of the Planning Commission shall have terms commencing in February of odd numbered years and two (2) members shall have terms commencing in February of even numbered years.

Section 4. Adoption of Rules and Procedures

Each Commission or Board may adopt its own rules of procedure, provide for the selection of officers, and take such other steps as reasonably required for the conduct of business in conformity with the laws of the State of California.

The Airport Land Use Commission shall meet on an as needed basis. The Parks and Recreation Commission shall meet at least quarterly; the Planning Commission shall meet monthly assuming there is business to conduct; the Building and Housing Board of Appeals shall meet on an as needed basis. There may be the need or occasion(s) for a Commission or Board to hold a special meeting.

In the event any Commissioner or Board member has three (3) absences in one calendar year (assuming there have been scheduled meetings to attend), their seat will be deemed to have been vacated and a new appointment will be made in a manner consistent with this resolution.

Airport Land Use, Building and Housing Board of Appeals and Planning Commission members are required to comply with the State of California Political Reform Act, regulated by the Fair Political Practices Commission, by filing a Statement of Economic Interests Form 700 with the City Clerk. If any Airport Land Use, Building and Housing Board of Appeals or Planning Commission member fails to file the required disclosure statement after written notice from the City Clerk, their seat shall be deemed vacated and a new appointment will be made in a manner consistent with this resolution.

Section 5. Duties and Responsibilities

Members of Boards and City Commissions shall have the following duties and qualifications:

A. Airport Land Use Commission: The City's Planning Commission, when augmented with the Airport Land Use Commission, shall exercise the following responsibilities set forth in the Airport Comprehensive Land Use Plan (CLUP) under the authority of the California. Public Utilities Code, Chapter 4, Article 3.5, a follows:

1. The adoption of a basic Airport Land Use Commission Policy Plan, as adopted by the ALUC.
2. The adoption of land use plans for individual airports, as adopted by the South Lake Tahoe ALUC for Lake Tahoe Airport.
3. The incorporation of the land use compatibility guidelines contained in the CLUP into the general plan and land use regulations by cities and counties with jurisdiction over any geographic area subject to the CLUP. '
4. ALUC review and determination of compatibility of individual development proposals, general plan amendments, and other land use plans and regulations around airports.

B. Building and Housing Board of Appeals: 1) Hear and decide appeals of orders, decisions or determinations made by the Building Official in the application and interpretation of the Building and Housing related codes adopted by the City Council. 2) Hear and decide appeals regarding requirements of the City relating to the use, maintenance and change of occupancy of buildings and structures, including requirements governing alteration, additions, repair, demolition and moving. 3) Hear and decide appeals relating to new building construction and appeals relating to existing buildings.

The Board shall have no administrative authority, nor shall it be entitled to waive provisions of the Code in deciding on appeal.

C. Parks and Recreation Commission: 1) Advise the City Council concerning proposed policies relating to parks and recreation department operations within the City. 2) Review and recommend capital improvement projects in parks and recreation facilities within the City.

D. Planning Commission: 1) Assist in the preparation, update of and recommendations to the City Council concerning the general plan for the physical development of the City. *2)* Perform those duties set forth in Article 7 of the California Government Code under such conditions as the City Council may from time to time establish. 3) Serve as the Delinquent Refuse Hearing Board.

Any decision of any board or commission may be appealed to the City Council in accordance with the procedures established for that purpose.

In order to keep the City Council better informed, all City Commissions and Boards, via their Commission/Board Clerk, shall provide the City Council with copies of all City Commission/Board agendas and minutes. Each City Commission and Board shall have the opportunity at each City Council meeting, under agenda item City Commission Reports, to provide a brief report on their commission's activities. All City Commissions and Boards shall make a formal written report to the City Council annually at the Council's November meeting.

Section 6. Miscellaneous Matters

All members of Commissions or Boards shall be unpaid volunteers and not employees of the City. All members of Boards or Commissions shall be subject to the City's Code of Ethics and the City Clerk shall provide a copy of the City Commission Handbook, which includes the Code of Ethics, to each member of a Commission or Board upon their appointment.

To minimize operational costs, all meetings shall be scheduled in such a manner to reduce or eliminate the payment of overtime to city staff.

Any proposed training and travel expenditures will be provided by city staff to the City Manager for approval.

In compliance with the Brown Act, all meetings shall be open and public, and each meeting shall be tape recorded. Conformed Agendas shall constitute the official Minutes of Commission and Board meetings and will serve as documentation of actions taken. Agenda packets shall be made available to the public for review at no charge. Copies, upon request, shall be assessed a fee consistent with the City's Fees & Charges Resolution adopted by the City Council.

The City Council may determine the need or necessity to appoint a Councilmember or City Staff member to serve as liaison to a City Commission or Board which could occur during their Councilmember Appointments and Assignments that are held during the second City Council meeting in January of each year or otherwise at a regular meeting in which the item is agendized.

Section 7. All resolutions in conflict herewith are hereby repealed.

Adopted by the City of South Lake Tahoe City Council on December3, 2019 by the following vote:

Yes: Bass, Collin, Laine and Wallace
Absent: Middlebrook

DocuSigned by:
7C239DC90D3A482...
Jason Collin, Mayor

Date: 12/6/2019

DocuSigned by:
Attest:
2D6FDBDD39A94AF...
Susan Blankenship, City Clerk

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

NONDISCRIMINATION STATEMENT

Tahoe Coalition for the Homeless does not and shall not discriminate on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity sponsored by the orgnization per the Fair Employment and Housing Act including accompanying regulations, 2 CCR Section 12005 et seq, covering tenant screening and affirmative marketing requirements. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

MEMORANDUM OF UNDERSTANDING

Between City of South Lake Tahoe and Tahoe Coalition for the Homeless

Regarding Communication, Coordination, and Collaboration

This Memorandum of Understanding ("MOU") is entered into by and between the City of South Lake Tahoe, a municipal corporation (the "City") and Tahoe Coalition for the Homeless, a California nonprofit public benefit corporation (collectively "TCH") under the terms and provisions set forth below. The City and TCH shall collectively be referred to herein as the "Parties" and individually as "Party."

RECITALS

A. The City of South Lake Tahoe is the local government entity governing South Lake Tahoe, California, a small city located in the Tahoe Basin Region of El Dorado County.

B. Tahoe Coalition for the Homeless is a small nonprofit corporation providing services to homeless residents of South Lake Tahoe, whose mission is to end homelessness in the South Shore.

C. The City of South Lake Tahoe is a community of approximately 22,000, which regularly hosts more than 100,000 visitors as a regional and world-class recreational tourist destination. As such, many of the local employment opportunities are seasonal, part-time, low-wage, and unbenefited. A large part of the City's housing inventory serves the tourist population therefore making affordable housing scarce for local families.

D. In the 2019 El Dorado County Homeless Point-In-Time Count & Survey, trained volunteers counted 613 people experiencing homelessness at the end of January. Among those counted, nearly 50% had lived in El Dorado County for their entire lives, and 80% had lived here for more than a year before becoming homeless. Additionally, 27% were currently experiencing partner violence and 38% were experiencing first-time homelessness. There were 28 minor children, of whom 9 were unsheltered, and 86 transition-aged youth (18-24 years old) - all 86 were found unsheltered. At least 77 people identified as part of a family unit and there were 61 seniors aged 62 years or older. In South Lake Tahoe, 110 individuals were counted, and certain subpopulations were disproportionately represented: African Americans were five (5) times more likely to be homeless; Native Americans, 13 times; Disabled, 3 times; and Veterans, 2 times.

E. Homelessness is a dangerous condition that frequently results in higher rates of morbidity and mortality. South Lake Tahoe's harsh alpine winters can cause serious injury and illness for unsheltered people, including hypothermia, dehydration, frostbite, and respiratory illnesses. For the past five (5) years, TCH has operated an

emergency warm room to provide life-saving shelter to individuals, and provides motel vouchers to families until housing can be secured. These supports have grown into a comprehensive suite of outreach, prevention, and case management services which ensure that South Lake Tahoe residents experiencing instability do not risk illness, injury, or death as a result of unsheltered homelessness.

F. In addition to negatively impacting South Lake Tahoe residents experiencing homelessness, there are other direct and indirect impacts on the community. Due to lack of preventative health care and safe, stable housing, people experiencing homelessness generate a significant number of calls for services from the South Lake Tahoe Fire and Police Departments, as well as high utilization of emergency medical services administered at the area's only hospital, Barton Health. Unsheltered homelessness also negatively impacts local businesses, the tourist economy, sensitive ecological areas around Lake Tahoe, and the broader South Lake Tahoe community.

G. The Parties share a common interest in identifying solutions to prevent and reduce homelessness for South Lake Tahoe residents, especially those subpopulations considered highly vulnerable such as youth, families, seniors, and people with disabilities or serious health conditions. The ongoing COVID-19 pandemic has made these groups even more vulnerable to negative health effects and are less able to adhere to public health guidance and local mandates.

H. The City and TCH desire to enter into this MOU to describe their agreements and relationship with respect to the issue of homelessness within the city limits of South Lake Tahoe, CA.

AGREEMENT

NOW, THEREFORE, it is hereby acknowledged, City and TCH hereto mutually agree as follows:

1. Both parties will seek to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by South Lake Tahoe residents.
2. The City will provide TCH with regular data regarding homelessness – police calls, fire and emergency transport, etc.
3. TCH will prepare and submit quarterly reports on homelessness, clients served, local programming offered, and housing availability to the City.
4. TCH will coordinate with City departments, including Development Services, Fire and Police to serve our community.
5. TCH will commit to a “local preference policy” where they will prioritize services and housing opportunities for residents of South Lake Tahoe.
6. Both parties commit to jointly reviewing funding opportunities available to bring financial resources to our community which serve the priorities of the City.
7. TCH will utilize housing inventory in a manner in which it was built and permitted, and will adhere to all applicable City land use, zoning and building codes.
8. The City will review and accept reasonable request for compliance oversight for funding awards, such as but not limited to the Homekey Grant Program, which are related to affordable and supportive housing in partnership with TCH.
9. The City Manager will coordinate with TCH and other agencies (including El Dorado County) involved in the local Continuum of Care (CoC) and Coordinated Entry System to develop regional strategies and to leverage resources.
10. Either Party may terminate this MOU at any time by written notice given to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and therefore become effective as of the last date written below.

City of South Lake Tahoe

DocuSigned by:
Jason
3679671408A34A2...

9/23/2020

Jason Collin, Mayor — Dated

Approve as to Form:

DocuSigned by:
Heather Stroud
E4DED998A572479...

9/22/2020

Heather Stroud, City Attorney — Dated

Attest:

DocuSigned by:
2D6FDBDD39A94AF...

9/22/2020

Susan Blankenship, City Clerk — Date

Tahoe Coalition for the Homeless

9/22/2020

Signed — Dated

Cheyenne Purrington — Executive Director

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.

OPERATING AGREEMENT

Between City of South Lake Tahoe and Tahoe Coalition for the Homeless

This Operating Agreement is entered into by and between the City of South Lake Tahoe, a municipal corporation (the "City") and Tahoe Coalition for the Homeless, a California nonprofit public benefit corporation ("TCH") under the terms and provisions set forth below.

Recitals

A. The City of South Lake Tahoe is the local government entity governing South Lake Tahoe, California, a small city located in the Tahoe Basin Region of El Dorado County.
B. Tahoe Coalition for the Homeless is a small nonprofit corporation providing services to homeless residents of South Lake Tahoe, whose mission is to end homelessness in the South Shore.
C. On September 22, 2020 the City and the Tahoe Coalition for the Homeless (TCH) entered in to a Memorandum of Understanding (MOU) to describe their agreements and relationship with respect to the issue of homelessness within the city limits of South Lake Tahoe, CA. The MOU recognizes the partnership between the City and TCH in identifying solutions to prevent and reduce homelessness for South Lake Tahoe residents, especially those subpopulations considered highly vulnerable such as youth, families, the elderly, and people with disabilities or serious health conditions.
D. Since entering in to the MOU, TCH has acquired ownership of the following three hotel properties within the City, utilizing state Homekey grant funds, to provide homes for people experiencing or at risk of homelessness:

2250 Lake Tahoe Blvd, (Bears Den)
2215 Lake Tahoe Blvd, (The Bird's Nest)
1137 Emerald Bay Road, (Red Lodge)

E. The City and TCH are working in partnership to ensure the continued operation, rehabilitation and maintenance of the properties and establish this Operating Agreement to memorialize that partnership.

Agreement

NOW, THEREFORE, it is hereby acknowledged, City and TCH hereto mutually agree as follows:

Utilizing the Housing First model, TCH will provide safe, low-barrier long term housing, as well as stabilization and supportive services contributing to the mutual goals of ensuring instances of homelessness are rare, brief, and non-recurring.

On-Site Supportive Services

1. Using the full spectrum of the County's social services resources in service of client needs, TCH and the City will strive for the ultimate goal for each client to gain the skills needed to be stable, independent and productive members of the community.
2. TCH will insure that supportive services programs and clients comply with the rules as specified in Federal, State and County housing programs.
3. TCH will work in partnership with other agencies, churches and businesses in the area to reduce duplication of services and to use best practices to serve the needs of clients at the lowest possible cost to the City.
4. TCH will maintain staffing levels necessary for delivery of residential services at each of the properties listed above, including but not limited to:
    a. 24-hour Staff
    b. Janitorial Services
    c. Site Management and Maintenance
    d. Site monitoring for fire hazard conditions
    e. Primary point-of-contact available at all times to address issues that may arise and coordinate security issues with the South Lake Tahoe Police Department.
5. TCH will set-up and provide the following facilities to residents at each property:
    a. Meal preparation area
    b. Telephone access & message services, including an ADA-compliant telephone
    c. Waste removal and disposal to include, at a minimum, an onsite dumpster and weekly refuse and recycling service from South Tahoe Refuse.

Off-Site Supportive Services

1. In addition to on-site supportive services at the property locations, TCH provides supportive services at the Red Lodge location for both housed and unhoused clients. This property has several confidential offices available, a lobby space, and a large community room that are used for the services that were previously offered at their 3rd Street Office. This new location also offers three public restrooms, one of which has a shower that is available to unhoused clients. TCH offices will support client programs for the target population.

Property Maintenance and Rehabilitation

The City supports TCH in their partnership with a private or non-profit housing developer and housing financial consultant to convert the properties from interim housing to Permanent Supportive Housing. The City and TCH will evaluate the project's competitiveness for funding programs in order to develop a proactive strategy for rehabilitation of the properties consistent with the Physical Needs Assessments (PNAs) prepared by the State of California Real Estate Services Division of the General Services Department and AEI consultants.

1. TCH will prepare a Rehabilitation Plan for each property identifying priority construction and the order of phased construction work to achieve compliance with local, regional, state and federal requirements for long term residential use. The Rehabilitation Plan will

include design and construction cost estimates prepared by a licensed architect or engineer, which will be updated as necessary.

2. TCH and the City will jointly review funding opportunities available to rehabilitate the properties. The City will review and accept reasonable requests for compliance oversight for funding awards which are related to rehabilitation and operation of the properties as Permanent Supportive Housing.
3. TCH will maintain the properties to ensure compliance with building, housing and property maintenance code standards, and site maintenance standards as required by the applicable City Multi-Family Dwelling Inspection and Maintenance Program (City Code Chapter 6.30) or Single Room Occupancy (SRO) Program (City Code Chapter 6.15, Article VIII).
4. TCH will insure the establishment of necessary controls in place to qualify for and administer public funding programs. TCH will maintain all records required by Federal and/or State regulations pertinent to the activities funded under this Agreement. TCH shall make available to the City, all program and/or project-related records, documents, and any other financial data or records for review.
5. The term of this Agreement shall be for three (3) years commencing April 20, 2021.

CITY OF SOUTH LAKE TAHOE:

By Joe Irvin
Joseph Irvin, City Manager

Date 4/23/2021

TAHOE COALITION FOR THE HOMELESS:

By Cheyenne Purrington
Cheyenne Purrington, Executive Director

Date 4/21/2021

APPROVED AS TO FORM:

By Heather Stroud
Heather Stroud, City Attorney

Date 4/21/2021

ATTEST:

By
Susan Blankenship, City Clerk

Date 4/21/2021

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 2132014418
APN: 023-251-030-000

When Recorded Mail Document and Tax Statements to:

Tahoe Coalition for the Homeless
P.O. Box 13514
South Lake Tahoe, CA 96151

Electronically Recorded in Official Records
County of El Dorado
Janelle K. Horne
Recorder-Clerk

DOC# 2020-0072211

12/11/2020
12:06 PM
MMF

Titles: 1 Pages: 4

Fees	$23.00
Taxes	$2860.00
CA SB2 Fee	$0.00
Total	$2883.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $2,860.00
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of South Lake Tahoe

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Firedragon Management, LLC, a California limited liability company
hereby GRANT(S) to
Tahoe Coalition for the Homeless, a California Public Benefit Corporation
that property in City of South Lake Tahoe, El Dorado County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: December 08, 2020

Firedragon Management, LLC, a California limited liability company

By: _____
Ki Wook Jung, Member

By: EXECUTED in COUNTERPART
Sungwook Lee, Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On 12/9/2020 before me, V. Thomas a Notary Public, personally appeared Ki Wook Jung ~~and Sungwook Lee~~, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/the~~ir authorized capacity(~~ies~~), and that by his/~~her/the~~ir signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Name: V. Thomas
(Typed or Printed)

V. THOMAS
Comm. #2319591
Notary Public · California
Placer County
Comm. Expires Feb 20, 2024

(Seal)

Date: December 08, 2020

Firedragon Management, LLC, a California limited liability company

By: EXECUTED IN COUNTERPART
Ki Wook Jung, Member

* By:
Sungwook Lee, Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On 12/09/2020 before me, Michele Ahern a Notary Public, personally appeared ~~Ki Wook Jung and~~ Sungwook Lee, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:

Name: Michele Ahern
(Typed or Printed)

(Seal)

Michele Ahern
COMMISSION # 2326790
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires: 15-May-2024

ORDER NO. : 2132014418

EXHIBIT A

The land referred to is situated in the County of El Dorado, City of South Lake Tahoe, State of California, and is described as follows:

Parcel No. 1:

Lot 5, Block 2 of Tamarack Subdivision, filed in the Office of the County Recorder, County of El Dorado, State of California on February 13, 1946 in Book A of Maps at Page 35.

Parcel No. 2:

All that portion of Lot 17, Block 2 of Tamarack Subdivision, filed in the Office of the County Recorder, County of El Dorado, State of California on February 13, 1946 in Book A of Maps at Page 35, described as follows:

Beginning at the most Northerly corner of said Lot 17, Block 2; thence South 49° 39' 30" West 1.30 feet; thence South 40° 22' 45" East 40.00 feet; thence North 49° 39' 30" East 1.30 feet; thence North 40° 22' 45" West 40.00 feet to the point of beginning.

APN: 023-251-030

SAM Search Results
List of records matching your search for :

Search Term : city of south lake tahoe*
Record Status: Active

ENTITY	SOUTH LAKE TAHOE, CITY OF	Status: Active
DUNS: 095883476	+4:	CAGE Code: 4MYJ5 DoDAAC:
Expiration Date: 01/26/2022	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1901 AIRPORT RD STE 107 City: SOUTH LAKE TAHOE ZIP Code: 96150-6251	State/Province: CALIFORNIA Country: UNITED STATES	

Entity Information

Status **Active**

Your registration was activated on 2021-05-10. It expires on 2022-05-06 which is one year after you submitted it for processing.

Company Name **Tahoe Coalition For The Homeless**

DUNS Unique Entity ID **015257048**

Core Data	Assertions	Reps & Certs	POCs	Submit	Processing	Active
Completed	Completed	Completed	Completed	Completed	Completed	Completed

Appendix J: CDBG-CV Application Certifications and Statement of Assurances

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(855) 333-CDBG (2324)/ FAX (916) 263-2763
www.hcd.ca.gov

CDBG-CV Application Certifications and Statement of Assurances

The applicant, City of South Lake Tahoe, herby certifies the following:

1. **Legal Authority:**
   It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. **Application Authorization:**
   Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. **Citizen Participation:**
   It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

   A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and

   B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and

   C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and

E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and

F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in 24 CFR Part 58, titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with Executive Order 11988 relating to the evaluation of flood hazards, Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) regarding purchase of flood insurance, and the National Historic Preservation Act of 1966 (16 USC 470) and implementing regulations (36 CFR §800.8).

6. Audit/Performance Findings:

It certifies that the State Controller's Office (SCO) was in receipt of its complete Singe Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in 2 CFR Part 200.

7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or

B. Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or

C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or

D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580.

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of 2 CFR Part 200 and 24 CFR Part 85 and the CDBG Program Guidelines.

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).

B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.

C. Section 109 of the Housing and Community Development Act of 1974, as amended.

D. Section 3 of the Housing and Urban Development Act of 1968, as amended.

E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.

F. Executive Order 11063, as amended by Executive Order 12259.

G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.

H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

A. Section 110 of the Housing and Community Development Act of 1974, as amended.

B. Section 1720, et seq. of the California Labor Code regarding public works labor standards.

C. Davis-Bacon and Related Acts as amended (40 U.S.C. §276(a)) regarding the payment of prevailing wage rates.

D. Contract Work Hours and Safety Standards Act (40 U.S.C. §3702) regarding overtime compensation.

E. Anti-Kickback Act of 1934 (41 U.S.C. §51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 (42 U.S.C. §4151 et seq.) and implementing regulations (24 CFR Parts 40-41)

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds (24 CFR §570.611).

14. Limitations on Political Activities:

It will comply with the Hatch Act (5 U.S.C. §1501, et seq.) regarding political activity of employees.

15. Lead-Based Paint:

It will comply with the Lead-Based Paint Regulations (24 CFR Part 35), which prohibit the use of lead-based paint on projects funded by the program.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at https://www.sam.gov/SAM/. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of 24 CFR Part 24.

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or

B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per 2 CFR 200.320

20. Excessive Force:

It will adopt and enforce policies:

A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and

B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

A. It certifies and agrees that 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 in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

22. Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Joseph Irvin

Printed Name of Authorized Representative (*per the Resolution*)

Signature	Title: City Manager	Date: 5/5/21

TAHOE DAILY Tribune
Your News. Your Tahoe. • tahoedailytribune.com

580 Mallory Way, Carson City, NV 89701
P.O. Box 1888 Carson City, NV 89702
(775) 881-1201 FAX: (775) 887-2408

Customer Account #: 1058092

Legal Account
CITY OF SOUTH LAKE TAHOE/ PLANNING,
1052 TATA LANE
SOUTH LAKE TAHOE, CA 96150
Attn: Hilary

Bailee Liston says:
That (s)he is a legal clerk of the
Tahoe Daily Tribune,
a newspaper published Friday
at South Lake Tahoe, in the State of California.

Copy Line
CDBG_CV2-3 Email

PO#:

Ad #: 0000676911-01
of which a copy is hereto attched, was published
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1 time(s) commencing on **04/09/2021**,
and ending on **04/09/2021**, all days inclusive.

Signed: ___ Bailee Liston _____
Date: 04/13/2021 State of Nevada, Carson City

This is an Original Electronic Affidavit.
Price: $ 317.52

Proof and Statement of Publication

Ad #: 0000676911-01

Notice of Public Meeting for Discussion of State Administered CDBG-CV Application

NOTICE IS HEREBY GIVEN that the City of South Lake Tahoe will conduct a virtual public meeting on April 20, 2021 at 9:00am or as soon thereafter as possible, at the City Council Chambers, 1901 Lisa Maloff Way (formerly Airport Road), South Lake Tahoe, Airport, in order to discuss a possible application for State Community Development Block Grant (CDBG) Program funding and to solicit public input on activities to be included in the application.

POTENTIAL PROGRAM(S) FOR INCLUSION IN THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CDBG-CV) APPLICATION – The City Council will consider potential CDBG-CV programs and provide direction for staff to prepare an application in response to the release of the Notice of Funding Availability (NOFA) for CDBG-CV funds for COVID-19 related activities that benefit low- and moderate-income residents.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV2 and CV3) funds on December 18, 2020. Eligible cities and counties may submit applications for CDBG-CV funds under the NOFA. The State will receive $113,263,490 in CDBG-CV2 funds and $ 18,031,478 in CDBG-CV3 funds. Funding for the State administered CDBG-CV2 and CV3 program has been published in a Notice of Funding Availability (NOFA). It is estimated that the City of South Lake Tahoe will be eligible to receive $505,631 in funds based on a formula allocation provided by HCD.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows: benefit to low-income households or persons (also called Low/Mod Benefit), slum and blight (addressing physical problems in specific neighborhoods) or meeting urgent community development need (a need resulting from a state or federal declared disaster or posing unforeseen risks to health and safety). In addition, eligible activities must be used directly to prevent, prepare for or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

- Public services to respond to COVID-19 impacts
- Public facility improvements to increase capacity for healthcare facilities and improve public facility safety
- Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation
- Economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19

The City of South Lake Tahoe anticipates submitting an application under the CDBG-CV 2/3 NOFA. The purpose of this public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities the (jurisdiction) should apply for under the State CDBG program.

If you require special accommodations to participate in the public hearing, please contact the City Clerk, Susan Blankenship at sblankenship@cityofslt.us or (530) 542-6005. If you are unable to attend the public hearing, you may direct written comments to the City of South Lake Tahoe c/o Susan Blankenship, City Clerk, 1901 Airport Road, South Lake Tahoe, CA 96150 or by email at sblankenship@cityofslt.us. Additional information is will be posted on the City of South Lake Tahoe website as part of the City Council meeting agenda by 5:00pm on the Thursday prior to meeting.

The City of South Lake Tahoe promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status, or handicap.

Publication: April 9, 2021 **Ad #0000676911**

City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, April 20, 2021 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe
Pursuant to the Governor's Executive Order N-29-20
City Council may participate via video/teleconference and the public may participate via email or telephone only.
See below for zoom and live stream instructions

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

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

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

In accordance with Executive Order N-29-20, remote public participation is allowed in the following ways:

City Council meetings are live-streamed on Channel 21 and on the City's website at www.cityofslt.us. To join the City Council meeting via ZOOM Webinar, use this link https://zoom.us/j/95768383734

By Phone: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is 957 6838 3734 press *9 to indicate a desire to make a comment. The Clerk will call you by the last three digits of your phone number when it is your turn to speak.

In Writing: Written public comment may be sent to PublicComment@cityofslt.us When emailing comments, please identify in the subject line the agenda item to which your comments relate. Comments received by 4 p.m. the day before the meeting will be distributed to the City Council prior to the meeting. Any comments emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council prior to the close of public comment regarding any item on this agenda will be made available for public inspection within the Agenda posted on the City's Website at www.cityofslt.us. Written comments will not be read out loud during the meeting.

Every reasonable effort will be made to accommodate any person needing special assistance to participate in this meeting. Contact the City Clerk at (530) 542-6005 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].

Call to Order/Pledge of Allegiance

Roll Call

Recognitions

1. City Employee Recognitions
Requested Action / Suggested Motions: Seven employees will be introduced to City Council. One employee will be recognized for reaching 15 Years-Service and two will be recognized for 5 Years-Service
Responsible Staff Member: Various

2. Certificates of Appreciation - Heroes of COVID
Requested Action / Suggested Motions: City Council will recognize persons who provided selfless service to the citizens of the South Lake Tahoe and El Dorado County throughout the COVID Pandemic of 2020 and 2021.
Responsible Staff Member: Various Departments

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)

Proclamations

3. Proclamations - Child Abuse Prevention Awareness Month, Sexual Assault Awareness Month, Education & Sharing Day
Requested Action / Suggested Motions: Issue Proclamations to Live Violence Free recognizing April 2021, as "Child Abuse Prevention Awareness Month", and "Sexual Assault Awareness Month". Acknowledge a Proclamation issued to Rabbi Mordey Richler, recognizing March 24, 2021, as "Education & Sharing Day".
Responsible Staff Member: Susan Blankenship, City Clerk

City Commission Reports

Consent Agenda

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

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

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

4. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion to approve the March 9 and March 16, 2021 City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk

5. Pioneer Trail Pedestrian Improvement Project Phase II Grant Acceptance
Requested Action / Suggested Motions: Pass a Resolution accepting Surface Transportation Grant Block (STBG) funding in the amount of $110,274 for the Pioneer Trail Pedestrian Improvement Project Phase II.
Responsible Staff Member: Randy Carlson, Associate Civil Engineer

6. Police Boating Safety and Enforcement Program
Requested Action / Suggested Motions: Pass a Resolution accepting Grant Award from California State Parks, Division of Boating and Waterways Agreement in an amount up to $56,464.00 and accepting El Dorado County Vessel Property Taxes in an amount up to $41,455.00 for the Police Boating Safety and Enforcement Program.
Responsible Staff Member: Travis Cabral, Police Lieutenant

7. Operating Agreement with Tahoe Coalition for the Homeless
Requested Action / Suggested Motions: Pass a Motion authorizing the City Manager to execute an Operating Agreement with the Tahoe Coalition for the Homeless establishing each party's role in the continued operation, rehabilitation and maintenance of properties owned by TCH to reduce homelessness in South Lake Tahoe.
Responsible Staff Member: Hilary Roverud, Director of Development Services

8. City of South Lake Tahoe Comprehensive Annual Financial Report (Annual Report), including the Independent Auditor's Report on the Basic Financial Statements of the City of South Lake Tahoe; Agreed Upon Procedures Report on Compliance with the Article XIII-B 2019-20 Appropriation Limit Calculations; and Federal Awards Reports in Accordance with the Uniform Guidance, all for the fiscal year ended September 30, 2020.
Requested Action / Suggested Motions: Receive and File.
Responsible Staff Member: Olga Tikhomirova, Financial Services Manager

9. Concessionaire Agreement for Food and Beverage Concession at Lakeview Commons
Requested Action / Suggested Motions: Pass a Resolution authorizing a concessionaire agreement with H&H Ohana Corporation to operate Tessie's BBQ and Beach Bites Food and Beverage Services at Lakeview Commons.
Responsible Staff Member: Lauren Thomaselli, Parks and Recreation Director

Public Hearing

10. Ski Run Business Improvement District Levy of Assessment for Business License Year 2021/2022
Requested Action / Suggested Motions: Pass a Resolution confirming the Ski Run Business Improvement District annual report and levying the assessment for business license year 2021/2022.
Responsible Staff Member: Ben Hannah, Accountant II

11. Tentative Map for 906 Emerald Bay Road Residential Project
Requested Action / Suggested Motions: Pass a Resolution approving Tentative Subdivision Map for the 906 Emerald Bay Road Residential Project.
Responsible Staff Member: John Hitchcock, Planning Manager

12. Application for Community Development Block Grant Program Coronavirus Response Round 2/3
Requested Action / Suggested Motions: Pass a Resolution authorizing the City Manager to execute and deliver all applications for funding and act on the City's behalf in all matters pertaining to such applications from the Community Development Block Grant Program - CARES Act Round 2 and 3 Notice of Funding Availability dated December 18, 2020.
Responsible Staff Member: Hilary Roverud, Director of Development Services

Regular-Unfinished Business

13. COVID-19 Update and City Special Events
Requested Action / Suggested Motions: Receive and file COVID-19 Update. Pass a Motion directing staff to review event applications and issue permits based on the applicants ability to demonstrate compliance with the current California Department of Public Health guidelines for public gatherings.
Responsible Staff Member: Joseph Irvin, City Manager and Lauren Thomaselli, Director of Parks and Recreation

Regular-New Business

14. City of South Lake Tahoe First Responder COVID Hazard Pay
Requested Action / Suggested Motions: Pass a Resolution authorizing one-time $2,500 COVID-19 Hazard Pay to the City of South Lake Tahoe Sworn Police, Fire and Community Services Officer Employees from the remaining unused COVID-19 Small Business Sustainability Loan funds.
Responsible Staff Member: Joseph Irvin, City Manager

15. Draft Electric Vehicle Transition Plan
Requested Action / Suggested Motions: Receive report and provide direction to the City Manager and staff regarding the Draft Five Year Electric Vehicle Transition Plan.
Responsible Staff Member: Jim Marino, Capital Improvements Project Manager

16. Purchase of one (1) Tesla Model 3 AWD Vehicle for City Pool Car Use
Requested Action / Suggested Motions: Pass a Motion approving the purchase of one (1) Tesla Model 3 AWD Vehicle at a cost not to exceed $49,208 and approving the expenditure of $10,000 from Existing Capital Fund 310 for the supply and installation of a charging station for the vehicle.
Responsible Staff Member: Jim Marino, Capital Improvements Project Manager

17. 2008 Drainage Master Plan Update including an Asset Replacement and Maintenance Element
Requested Action / Suggested Motions: 1) Pass a Resolution amending annual budget by $35,000 to the drainage pipe replacement fund to complete a Condition Assessment; and/or, 2) Pass a Resolution amending the annual budget by $35,000 in additional funding to the Drainage Master Plan account to initiate design and easement acquisition for new drainage projects to solve community flooding issues.
Responsible Staff Member: Jason Burke, Stormwater Program Coordinator

18. Road Rehabilitation Plan Update
Requested Action / Suggested Motions: Pass a Motion directing staff to prepare a request for bids to repave either: (1) Lake Tahoe Blvd. (City Limit to the Wye) and Spruce Ave. (entire length) for an estimated cost of $1,271,000; or (2) Lake Tahoe Blvd. (City Limit to the Wye), Spruce Ave. (entire length), and Pioneer Trail (City Limit to Blackwood Ave.) for an estimated cost of $3,697,000. If Option 2 is selected, pass a Resolution allocating $2,000,000 of undesignated general funds to the Road Rehabilitation account.
Responsible Staff Members: Randy Carlson, Associate Civil Engineer and Ray Jarvis, Director of Public Works

Agenda Planning Calendar

19. 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: Joe Irvin, City Manager

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

Monthly Narrative Reports - Department Heads
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member: Various

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

Closed Session

20. Conference with Labor Negotiator - Government Code section 54957.6(a).

Designated representatives:
Joseph Irvin, City Manager
Debbie McIntyre, Administrative Services Director
Heather Stroud, City Attorney
Beverly Roxas, Assistant City Attorney
Thomas Stuart, Human Resources Manager
Patrick Clark, Chief Labor Negotiator

Employee Organizations:
Stationary Engineers Local 39 (General and Public Works)
Stationary Engineers Local 39 (Administrative & Confidential Association)
South Lake Tahoe Firemen's Association
South Lake Tahoe Police Association (Police Employees Unit)
South Lake Tahoe Police Officers Association
South Lake Tahoe Police Supervisors Association

21. Conference with Legal Counsel – Anticipated Litigation, Significant Exposure to Litigation – Government Code section 54956.9(d)(2), (e)(2) (proposed settlement of retiree medical care claim with Norma Smith).

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

23. Conference with Labor Negotiator - Government Code section 54957.6(a)

Designated representative: Thomas Stuart, Human Resources Manager
Unrepresented employees: City Manager and City Attorney

Closed Session Report

Public Communications

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

Adjournment

I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday, April 20, 2021 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday, April 15, 2021 at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.

Signed April 15, 2021
\\sb\\
Susan Blankenship, Elected City Clerk

Ciudad de South Lake Tahoe
Consejo Municipal
Agenda de la reunión,
martes 20 de abril de 2021 a las 9 a. m.
Ayuntamiento - Cámaras del Consejo - 1901 Lisa Maloff Way, South Lake Tahoe
De conformidad con la Orden Ejecutiva del Gobernador N-29-20 el Consejo Municipal podrá participar por video/teleconferencia y el público podrá participar por correo electrónico o teléfono solamente. Consulte las instrucciones de Zoom y transmisión en vivo a continuación

Consejo Municipal
Tamara Wallace, alcaldesa
Devin Middlebrook, alcalde Pro Tem
Cody Bass, concejal
Cristi Creegan, concejala
John Friedrich, concejal

Misión del Consejo Municipal
El Consejo Municipal existe para representar el interés público, supervisar las operaciones de la Ciudad y planificar el futuro de la Ciudad.

Participación del público
Está disponible un paquete público de la agenda para su revisión en el sitio web de la Ciudad en www.cityofslt.us o comunicándose con la Oficina del Secretario Municipal, al (530) 542-6005 o sblankenship@cityofslt.us.

De acuerdo con la Orden Ejecutiva N-29-20, se permite la participación pública remota de las siguientes formas:

Las reuniones del Consejo Municipal se transmiten en vivo por el Canal 21 y en el sitio web de la Ciudad en www.cityofslt.us. Para unirse a la reunión del Consejo Municipal a través de un webinar de ZOOM utilice este enlace https://zoom.us/j/95768383734

Por teléfono: si se está uniendo a la reunión a través de ZOOM y desea hacer un comentario, presione el botón “raise a hand” (levantar la mano). Si se va a unir a la reunión a través del Canal 21 o la transmisión en vivo y desea hacer un comentario, llame al (530) 542-6500. El ID de la reunión es 957 6838 3734, presione *9 para indicar que desea hacer un comentario. El secretario lo llamará por los últimos tres dígitos de su número de teléfono cuando sea su turno de hablar.

Por escrito: los comentarios públicos por escrito pueden enviarse a PublicComment@cityofslt.us Al enviar comentarios por correo electrónico, por favor identifique en la línea de asunto el punto de la agenda al que se refieren sus comentarios. Los comentarios recibidos hasta las 4 p. m. del día anterior a la reunión se distribuirán al Consejo Municipal antes de la reunión. Cualquier comentario enviado por correo electrónico a PublicComment@cityofslt.us o proporcionado de otra manera a la mayoría del Consejo Municipal antes del cierre de los comentarios públicos sobre cualquier punto de esta agenda estará disponible para su inspección pública dentro de la Agenda publicada en el sitio web de la Ciudad en www.cityofslt.us. Los comentarios escritos no se leerán en voz alta durante la reunión.

Se harán todos los esfuerzos razonables para acomodar a cualquier persona que necesite asistencia especial para participar en esta reunión. Comuníquese con el secretario de la Ciudad al (530) 542-6005 antes de la reunión para obtener asistencia [28 CFR 35.102.35.104 ADA Título II y Código de Gobierno de la Ley Brown, Secciones 54953.2, 54954.1, 54954.2 y 54957.5].

Llamada al orden/Juramento a la bandera

Pase de lista

Reconocimientos

1. Reconocimiento de empleados de la ciudad
Acción solicitada/mociones sugeridas: se presentará a siete empleados al Consejo Municipal. Un empleado será reconocido por alcanzar los 15 años de servicio y dos serán reconocidos por 5 años de servicio
Miembro responsable del personal: Varios

2. Certificados de reconocimiento: héroes de la COVID
Acción solicitada/mociones sugeridas: El Consejo Municipal reconocerá a las personas que prestaron un servicio desinteresado a los ciudadanos de South Lake Tahoe y del condado de El Dorado durante la pandemia de COVID de 2020 y 2021.
Miembro responsable del personal: varios departamentos

Comunicaciones públicas

Esta es la oportunidad del público para hablar sobre cualquier tema NO LISTADO en esta agenda. Los comentarios se limitarán a cuatro (4) minutos. De acuerdo con la Ley Brown, el Consejo Municipal no puede deliberar ni votar sobre ningún asunto planteado en las comunicaciones públicas, pero puede responder brevemente a las declaraciones o preguntas formuladas. (Secciones 54954.2 del Código de Gobierno)

Proclamas

3. Proclamas: mes de la Concientización sobre la Prevención del Abuso Infantil, Mes de la Concientización sobre la Agresión Sexual, Día de la Educación y el Intercambio
Acción solicitada/mociones sugeridas: emitir proclamas para Vivir sin violencia, reconociendo a abril de 2021 como "Mes de la Concientización sobre la Prevención del Abuso Infantil" y "Mes de la Concientización sobre la Agresión Sexual".
Reconocer una proclama emitida al Rabino Mordey Richler, que reconoce al 24 de marzo de 2021 como "Día de la educación y el intercambio".
Miembro responsable del personal: Susan Blankenship, secretaria municipal

Informes de la Comisión Municipal

Agenda de consentimiento

Comentario público: esta es la oportunidad del público para hablar sobre cualquier tema incluido en la Agenda de Consentimiento. Los comentarios se limitarán a tres (3) minutos.

La Agenda de Consentimiento consta de puntos de naturaleza periódica o rutinaria considerados bajo una sola acción. Cualquier miembro del Consejo puede hacer que se elimine un punto de la Agenda de Consentimiento y se considere por separado a pedido.

Aprobar una Moción para adoptar la Agenda de Consentimiento en una moción excepto según se indique en cada punto.

4. Actas de la reunión del Consejo Municipal
Acción solicitada/mociones sugeridas: aprobar una moción para aprobar las actas de las reuniones del 9 y 16 de marzo de 2021.
Miembro responsable del personal: Susan Blankenship, secretaria municipal

5. Aceptación de la subvención de la fase II del Proyecto de mejora de la ruta peatonal Pioneer Trail
Acción solicitada/mociones sugeridas: aprobar una Resolución que acepte la financiación del Bloque de Subvenciones al Transporte Terrestre (STBG, por sus siglas en inglés) por un importe de $110,274 para la fase II del Proyecto de mejora de la ruta peatonal Pioneer Trail.
Miembro responsable del personal: Randy Carlson, ingeniero civil adjunto

6. Programa policial de seguridad de las embarcaciones y de aplicación de la ley
Acción solicitada/mociones sugeridas: 1) Aprobar una resolución aceptando la concesión de la subvención de los Parques Estatales de California, División de Navegación y Vías Navegables, por un importe de hasta $56,464.00 y aceptando los impuestos sobre la propiedad de las embarcaciones del Condado de El Dorado por un importe de hasta $41,455.00 para el Programa Policial de Seguridad Náutica y Aplicación de la Ley.
Miembro responsable del personal: teniente Travis Cabral, sargento de Policía

7. Acuerdo de funcionamiento con la Coalición de Tahoe para los sin techo
Acción solicitada/mociones sugeridas: aprobar una moción que autorice al Administrador de la Ciudad a ejecutar un Acuerdo Operativo con la Coalición de Tahoe para los sin techo que establezca el papel de cada parte en la operación continua, la rehabilitación y el mantenimiento de las propiedades propiedad de TCH para reducir la falta de vivienda en South Lake Tahoe.
Miembro responsable del personal: Hilary Roverud, directora de servicios de desarrollo

8. Informe financiero anual integral de la Ciudad de South Lake Tahoe (Informe anual), que incluye el Informe del Auditor independiente sobre los Estados Financieros Básicos de la Ciudad de South Lake Tahoe; Informe de procedimientos acordados sobre el Cumplimiento de los cálculos del límite de apropiación del Artículo XIII-B 2019-20; e Informes de adjudicaciones federales de conformidad con la Guía uniforme, todos para el año fiscal que terminó el 30 de septiembre de 2020.
Acción solicitada/mociones sugeridas: recibir y archivar.
Miembro responsable del personal: Olga Tikhomirova, directora de servicios financieros

9. Contrato de Concesión de Alimentos y Bebidas en Lakeview Commons
Acción solicitada/mociones sugeridas: aprobar una Resolución autorizando un acuerdo de concesión con H&H Ohana Corporation para operar los servicios de comida y bebida Tessie's BBQ y Beach Bites en Lakeview Commons.
Miembro responsable del personal: Lauren Thomaselli, directora de parques y recreación

<u>Comunicaciones públicas</u>

10. Distrito de Mejora de Negocios de Ski Run Imposición de la cuota para el año de licencia de negocios 2021/2022 Acción solicitada/Mociones sugeridas: aprobar una Resolución que confirme el informe anual del Distrito de Mejora Comercial de Ski Run y que imponga la evaluación para el año de licencia comercial 2021/2022.
Miembro responsable del personal: Ben Hannah, Contador II

11. Mapa tentativo para el proyecto residencial de 906 Emerald Bay Road
Acción solicitada/mociones sugeridas: pasar una Resolución aprobando el Mapa de Subdivisión Tentativa para el Proyecto Residencial 906 Emerald Bay Road.
Miembro responsable del personal: John Hitchcock, gerente de planificación

12. Solicitud del Programa de Subvención en Bloque para el Desarrollo de la Comunidad Respuesta al Coronavirus Ronda 2/3 Acción solicitada/Mociones sugeridas: aprobar una Resolución que autorice al administrador municipal a ejecutar y entregar todas las solicitudes de financiamiento y a actuar en nombre de la Ciudad en todos los asuntos relacionados con dichas solicitudes del Programa de Subsidios en Bloque para el Desarrollo de la Comunidad - Ley CARES Ronda 2 y 3 Aviso de Disponibilidad de Financiamiento con fecha 18 de diciembre de 2020.

Miembro responsable del personal: Hilary Roverud, directora de servicios de desarrollo

Regular: asuntos inconclusos

13. Actualización de COVID-19 y eventos especiales de la ciudad
Acción solicitada/mociones sugeridas: recibir y archivar la actualización de COVID-19. Aprobar una moción para que el personal revise las solicitudes de eventos y emita los permisos basándose en la capacidad del solicitante para demostrar el cumplimiento de las directrices actuales del Departamento de Salud Pública de California para las reuniones públicas.
Miembro responsable del personal: Joseph Irvin, administrador de la ciudad y Lauren Thomaselli, directora de parques y recreación

Regular: asuntos nuevos

14. Prestación por condiciones de riesgo COVID para el equipo de respuesta inicial de la Ciudad de South Lake Tahoe
Acción solicitada/mociones sugeridas: aprobar una Resolución autorizando un pago único de $2,500 por Riesgo COVID-19 a los agentes de policía, bomberos y empleados de servicios comunitarios de la Ciudad de South Lake Tahoe de los fondos restantes no utilizados del Préstamo de Sostenibilidad para Pequeñas Empresas COVID-19.
Miembro responsable del personal: Joseph Irvin, administrador de la Ciudad

15. Proyecto de Plan de Transición del Vehículo Eléctrico
Acción solicitada/mociones sugeridas: recibir un informe y dar instrucciones al administrador de la Ciudad y al personal en relación con el Proyecto de Plan de transición de vehículos eléctricos a cinco años.
Miembro responsable del personal: Jim Marino, gerente de mejoras de capital

16. Adquisición de un (1) vehículo Tesla Model 3 AWD para el uso del auto de transporte compartido de la ciudad
Acción solicitada/mociones sugeridas: aprobar una Moción para autorizar la compra de un (1) Vehículo Tesla Modelo 3 AWD a un costo que no exceda los $49,208 y aprobar el gasto de $10,000 del Fondo de Capital Existente 310 para el suministro e instalación de una estación de carga para el vehículo.
Miembro responsable del personal: Jim Marino, gerente de mejoras de capital

17. Actualización del Plan Maestro de Drenaje 2008, que incluye un elemento de reemplazo y mantenimiento de activos Acción solicitada/Mociones sugeridas: 1) Aprobar una resolución que modifique el presupuesto anual en $35,000 al fondo de sustitución de tuberías de drenaje para completar una evaluación del estado; y/o, 2) Aprobar una resolución que modifique el presupuesto anual en $35,000 de financiación adicional a la cuenta del Plan Maestro de Drenaje para iniciar el diseño y la adquisición de servidumbres para nuevos proyectos de drenaje para resolver los problemas de inundación de la comunidad.
Miembro responsable del personal: Jason Burke, coordinador del Programa de aguas pluviales

18. Actualización del Plan de Rehabilitación de Carreteras
Acción solicitada/mociones sugeridas: aprobar una moción que ordene al personal preparar una solicitud de ofertas para repavimentar: (1) Lake Tahoe Blvd. (límite de la ciudad hasta el Wye) y Spruce Ave. (toda la longitud) por un coste estimado de $1,271,000; o (2) Lake Tahoe Blvd. (límite de la ciudad hasta el Wye), Spruce Ave. (toda la longitud), y Pioneer Trail (límite de la ciudad a la avenida Blackwood) por un coste estimado de $3,697,000. Si se selecciona la opción 2, aprobar una resolución que asigne $2,000,000 de fondos generales no asignados a la cuenta de rehabilitación de carreteras.
Miembros responsables del personal: Randy Carlson, ingeniero civil adjunto y Ray Jarvis, director de obras públicas

Calendario de planificación de la agenda

19. Calendario de planificación de la agenda
Acción solicitada/mociones sugeridas: identificar, con el consentimiento de al menos dos miembros del Consejo, cualquier punto de la agenda que se desee tratar en el futuro, y/o modificar el calendario de planificación de la agenda según se desee.
Miembro responsable del personal: Joe Irvin, administrador de la ciudad

Actualizaciones y anuncios (fiscal municipal, secretario municipal, administrador de la ciudad)

Informes y comentarios de los concejales: asignaciones a juntas, comités y comisiones

Sesión privada

20. Conferencia con el negociador laboral: Código de Gobierno sección 54957.6(a).

Representantes designados:
Joseph Irvin, administrador de la Ciudad
Debbie McIntyre, directora de servicios administrativos
Heather Stroud, fiscal municipal
Beberly Roxas, asistente de la fiscal municipal
Thomas Stuart, gerente de Recursos Humanos
Patrick Clark, jefe de negociación laboral

Organizaciones de empleados:
Stationary Engineers Local 39 (general y obras públicas)
Stationary Engineers Local 39 (asociación administrativa y confidencial)
Asociación de bomberos de South Lake Tahoe
Asociación de policía de South Lake Tahoe (Unidad de empleados de la policía)
Asociación de oficiales de policía de South Lake Tahoe
Asociación de supervisores de policía de South Lake Tahoe

21. Conferencia con el asesor jurídico - Litigio Anticipado, Exposición significativa a litigios - Código de Gobierno sección 54956.9(d)(2), (e)(2) (propuesta de acuerdo de reclamación de atención médica de jubilados con Norma Smith).

22. Evaluaciones del desempeño de los empleados públicos - Código de Gobierno sección 54957(b)(1). Título: administrador de la ciudad y fiscal municipal

23. Conferencia con el negociador laboral - Código de Gobierno sección 54957.6(a)
Representante designado: Thomas Stuart, Gerente de Recursos Humanos Empleados no Representados ;Gerente de la Ciudad y Abogado de la Ciudad

Informe de la sesión privada

Comunicaciones públicas

Esta es la oportunidad del público para hablar sobre cualquier tema NO LISTADO en esta agenda. Los comentarios se limitarán a cuatro (4) minutos. De acuerdo con la Ley Brown, el Consejo Municipal no puede deliberar ni votar sobre ningún asunto planteado en el marco de las comunicaciones públicas, pero puede responder brevemente a las declaraciones realizadas o a las preguntas formuladas. (Secciones 54954.2 del Código de Gobierno)

Se suspende la sesión

Yo, Susan Blankenship, secretaria Municipal de la Ciudad de South Lake Tahoe, declaro que la agenda anterior para la reunión del martes 20 de abril de 2021 del Consejo Municipal de la Ciudad de South Lake Tahoe se publicó y estuvo disponible para su revisión el jueves 15 de abril de 2021 en el Ayuntamiento, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. La agenda también estuvo disponible en el sitio web de la Ciudad https://www.cityofslt.us.

Firmado el 15 de abril de 2021
\\sb\\
Susan Blankenship, secretaria municipal electa

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 20, 2021
Agenda Item #: 12.

Agenda Item: Application for Community Development Block Grant Program Coronavirus Response Round 2/3

Executive Summary: The Coronavirus Aid, Relief, and Economic Security (CARES) Act has allocated to the City of South Lake Tahoe $505,631 in new Community Development Block Grant coronavirus response rounds 2 and 3 (CDBG-CV 2/3). Staff recommends applying for these funds for the benefit of the Tahoe Coalition for the Homeless (TCH), as a sub-recipient, to begin rehabilitation efforts on the Bear's Den property. This use of funds would be consistent with the Memorandum of Understanding with TCH where the parties agreed to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by South Lake Tahoe residents.

Requested Action / Suggested Motions: Pass a Resolution authorizing the City Manager to execute and deliver all applications for funding and act on the City's behalf in all matters pertaining to such applications from the Community Development Block Grant Program - CARES Act Round 2 and 3 Notice of Funding Availability dated December 18, 2020.
Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services (530) 542-6024

Reviewed and Approved By:
Susan Blankenship, City Clerk
Debbie McIntyre, Director of Administrative Services
Heather Stroud, City Attorney

Attachments:

01-Staff Report CDBG-CV2-3 Grant
02-Notice of Funding Availability
03-TCH-CSLT MOU
04-Resolution CDBG-CV2-3

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

Meeting Date: April 20, 2021

Title: Application for Community Development Block Grant Program Coronavirus Response Round 2/3

Location: 2250 Lake Tahoe Blvd (Bear's Den Inn)

Responsible Staff Members: Hilary Roverud, Director of Development Services

Background:

The California Department of Housing and Community Development (HCD) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible non-entitlement jurisdictions (such as City of South Lake Tahoe). Authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, approximately $71.2 million in new CDBG coronavirus response rounds 2 and 3 (CDBG-CV 2/3) federal funds will be allocated to eligible jurisdictions in California to perform activities related to COVID-19 response and recovery. An additional $5.9 million of unclaimed funds from round 1 will be available through this Notice of Funding Availability (NOFA). The CARES Act provides extra CDBG funds specifically targeted to prevent, prepare for and respond to the coronavirus.

The CDBG-CV 2/3 Notice of Funding Availability (NOFA) provides funding ONLY for the following Activities:

A. Community Development
    1. Public Services to respond to COVID-19 impacts, including short-term subsistence payments for households at risk of eviction and/or homelessness and housing costs for those exiting homelessness, homeless shelter operations, and health and education support services.
    2. Public Facility and Infrastructure improvements with a documented COVID-19 Nexus.
    3. Public facility acquisition, including healthcare facilities, emergency shelters, and housing for persons experiencing homelessness in response to COVID-19 impacts.
    4. Housing Assistance.
        a. Acquisition and/or rehabilitation of Low-Mod Income Housing in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness.
B. Economic Development

1. Business assistance to help businesses retain employees, or in the case of businesses re-starting after mandated COVID-19 related shut-downs, adding employees.
2. Microenterprise assistance (including Micro-financial assistance and Technical assistance) for businesses impacted by COVID-19 with five or fewer employees, including the business owner.

CDBG-funded projects must satisfy one of the following national program objectives:

1. Provide a benefit to low- and moderate-income persons, or
2. Meet other urgent community development needs due to natural disasters or other emergencies.

The City is eligible for up to $505,631 in CDBG-CV 2/3 funding and the application deadline is May 7, 2021.

Issue and Discussion: In 2020, the state established the Homekey Program as part of the state's response to protecting Californians experiencing homelessness who are at high risk for serious illness and are impacted by COVID-19. The Tahoe Coalition for the Homeless (TCH), in partnership with the Tahoe Regional Planning Agency (TRPA), applied for Homekey grant funding to purchase several hotel properties in the City with the intent to convert them to permanent, long-term housing for persons experiencing or at risk of homelessness. TCH was awarded grant funds and completed acquisition of three properties in late 2020. The three properties are located at:

2250 Lake Tahoe Blvd. (Bears Den)
2215 Lake Tahoe Blvd. (The Bird's Nest – Formerly El Nido)
1137 Emerald Bay Road (Red Lodge)

Each of the three properties require extensive rehabilitation in order to convert them to permanent, long term housing. Rehabilitation of housing provided in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness is an eligible use of CDBG CV 2/3 grant funding. The use of these funds is proposed to allow TCH to begin restoration efforts on the Bear's Den Inn property. The Bear's Den Inn is located at the intersection of Lake Tahoe Blvd and Tahoe Keys Blvd and includes 23 hotel rooms and one manager's unit contained in three separate buildings. In December 2020 the state Department of General Services, Real Estate Services Division, completed a property needs assessment that found a need for approximately $1,500,000 in rehabilitation work on the property in order to achieve the goals of complying with Building Code requirements for non-transient (R-2) occupancy and bring the property into a state of good repair.

Utilizing the CDBG CV-2/3 funding to begin rehabilitation efforts on the Bear's Den property would allow for improvements identified as "minimum improvements for the project to meet current building codes accessibility requirements and serve as interim supportive housing for Project Homekey" including:

- Parking and path of travel accessibility
- Lobby accessibility
- Renovations to two units with accessible mobility features, one to include accessible communication features
- Carbon monoxide and smoke detection for all units
- Removal of motel sign

- Accessible parking stalls
- Fire/life safety improvements

As funding allows, additional items identified in the needs assessment, general maintenance and repair work, and/or improvements required for compliance with City SRO requirements will be incorporated into the scope of design and construction work. Implementation of the rehabilitation will require preparation of construction plans by a licensed architect or engineer, construction completed by licensed contractors, and applicability of prevailing wage requirements.

The City's application for the CDBG CV-2/3 funds for rehabilitation work at the Bear's Den property would be a component of continuous implementation of the Operating Agreement with TCH, which is also on the agenda for Council consideration also at the April 20, 2021 meeting. If submission of this grant application is approved, the City would acknowledge TCH as the subrecipient of the CDBG CV-2/3 funds, subject to grant administration, management, monitoring and reporting requirements of the grant program.

Financial Implications: Up to 13% of CDBG-CV 2/3 grant funds may be utilized to cover general administration costs. City staff and TCH propose that most of the available administrative funds go to TCH since TCH will be responsible for project implementation and management. If approved and awarded, grant funds should be loaded into a new account number within the Housing fund as follows:

Revenue (33244): $505,632
Professional Services (42020): $495,632
Staff Time (50011): $10,000

Environmental Considerations: The proposed project that would use grant funds is categorically exempt from environmental review under CEQA Guidelines Section 15301, Existing Facilities, which exempts "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use" including "restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood."

Policy Implications: This action would be consistent with the Memorandum of Understanding with TCH where both parties agreed to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by South Lake Tahoe residents and committed to jointly reviewing funding opportunities available to bring financial resources to our community which serve the priorities of the City. This action would be part of the City's continuing emergency response to the COVID-19 crisis and is consistent with use of Federal funding provided by the CARES Act for recovery and economic stimulus in our community.

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670
Sacramento, CA 95833
(916) 263-2771
www.hcd.ca.gov

December 18, 2020

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Deputy Director
Division of Financial Assistance

SUBJECT: Community Development Block Grant Program
Coronavirus, Aid, Relief, Economic Security (CARES) Act
2020 Notice of Funding Availability - Rounds 2 and 3

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately $77.1 million in funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. This amount includes $5.9 million of unclaimed funds from tranche one (CV1), plus $54.4 million of new funds from tranche two (CV2) and $16.8 million from tranche three (CV3) of new federal funds for the Community Development Block Grant- Coronavirus Relief (CDBG-CV) available for local assistance. There is a remainder of approximately $50 million from the second tranche (CV2) which will be released under a subsequent NOFA for the purposes of Project Roomkey housing relocation activities and in support of Homekey projects.

To the extent possible, the Department encourages applicants for these rounds of CDBG-CV funding to coordinate and collaborate with their local Continuums of Care to prioritize the needs of Californians experiencing homelessness or at imminent risk of homelessness who need access to housing and, if needed, emergency shelter in order to mitigate the impacts of COVID-19. CDBG-CV funds can be used to support emergency housing payments for people experiencing homelessness or at risk of homelessness, and acquisition of housing or shelter for people experiencing homelessness.

The critical priority for this funding is to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but

not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The Department expects eligible applicants to plan for how this funding will reduce disparities and increase racial equity in their communities.

The Department is committed to supporting Tribes in addressing housing and community development needs related to COVID-19 through set-asides for both federally recognized and non-federally recognized Native American Tribes and dedicated outreach and technical assistance. California has the largest Native American population in the nation. Poverty and inadequate housing conditions disproportionately affect tribal populations. The rate of tribal poverty is more than twice that of the rest of the California's population, and tribes have been disproportionally impacted by COVID-19, both by infection rates and hospitalizations. The Department recognizes that while Tribes may face many of the same barriers as other under-resourced applicants, the unique status of Tribes requires additional, specific considerations in the design and implementation of programs and technical assistance. The Department also recognizes the legacy of violence, exploitation, dispossession and attempted destruction of Tribes and related communities and that this has important ramifications for present-day relationships. The Department is committed to learning about, considering, and honoring this history when building relationships with Tribes over time through respectful and accountable interactions.

The Department will be accepting applications through the Grants Network portal beginning December 28, 2020. Applications and required documentation will be due on a rolling deadline, by activity type. Applications are due as follows:

Public Service Applications will be due no later than **Friday, February 12, 2021, 5:00 p.m. Pacific Standard Time.**

Public Facilities and Infrastructure Applications will be due no later than **Monday, February 22, 2021, 5:00 p.m. Pacific Standard Time.**

Economic Development Applications will be due no later than **Friday, March 5, 2021, 5:00 p.m. Pacific Standard Time.**

Tribal Applications from the federally and non-federally recognized Tribal-set-asides will be due no later than **Friday, March 12, 2021, 5:00 p.m. Pacific Standard Time.**

Housing Acquisition/Rehabilitation Applications will be due no later than **Friday, March 12, 2021, 5:00 p.m. Pacific Standard Time.**

Applications in support of Homekey projects (CDBG-CV funding for rehabilitation of Homekey funded acquisitions) will be due no later than **Friday, March 26, 2021, 5:00 p.m. Pacific Standard Time.**

Any application received after the respective due dates above will not be accepted.

Applications will be reviewed and awarded as received. Applicants must submit their approved governing body resolution (and supporting organizational documents) prior to Department's execution of a Standard Agreement. The Department will not execute agreements without the approved governing body resolution that is acceptable to the Department. In the event that the CDBG-CV funds are not fully awarded by the application closing date, the Department will either allocate additional funding to active contracts that have met performance and timeliness milestones, and/or will roll unawarded funds into over-subscribed set-asides as appropriate and available.

Applicants are encouraged to set-up their profiles in the Grants Network portal located at https://portal.ecivis.com/#/login as early as possible. Profile set-up instructions can be found in the Grants Network portal, external user manual on the CDBG webpage under at https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml. Complete and accurate profiles assist in expediting awards and are strongly recommended. Applications must be started and submitted under the applying jurisdictions profile. With the exception of the tribal set-aside, applications started and/or submitted under a consultant or non-profit service provider's profile will not be accepted. The Department will not be responsible for applications submitted under an ineligible profile.

Applicants are encouraged to begin the application process early to ensure successful submission before the application deadline. If you have any trouble logging into the portal or have questions on how to complete the online application, please contact the CDBG staff at cdbg@hcd.ca.gov and make sure to include CDBG-CV in the subject line of your message.

To receive CDBG-CV NOFA FAQs, notice of NOFA webinars, Office Hours notifications, and other program information and updates, please subscribe to the CDBG listserv at https://www.hcd.ca.gov/HCD_SSI/subscribe-form.html. For questions or assistance, please email cdbg@hcd.ca.gov.

Attachment

Community Development Block Grant Program - CARES Act Round 2 and 3 Notice of Funding Availability

Gavin Newsom, Governor
State of California

Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
California Department of Housing and Community Development

Division of Financial Assistance, Federal Programs Branch
Community Development Block Grant Program
2020 W. El Camino Avenue, Suite 200, Sacramento, CA 95833
CDBG Program Email: cdbg@hcd.ca.gov

December 18, 2020

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I. Notice of Funding Availability

The California Department of Housing and Community Development (Department) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible entities. Under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, allocations of tranche 2 CDBG-CV funds made to states included additional flexibility in working with governments and non-profits as eligible entities to apply for funds. This NOFA includes funding for the non-entitlement jurisdictions in California, allocated by formula, as well as set-asides for federally recognized tribes, non-federally recognized tribes, and Colonias. The funds in this NOFA represent approximately 48 percent of CDBG-CV2 funds made available to the state, and all of the CDBG-CV3 funds. The remaining CDBG-CV2 funds are being directed to activities identified in the Second Amendment to the 2019 Annual Action Plan that are available for both entitlement and non-entitlement jurisdictions. Approximately $5.9 million of unclaimed funds from tranche 1, and $54.4 million of new funds from tranche two and $16.8 million from tranche three of new federal funds authorized by the CARES Act, will be allocated to eligible jurisdictions to perform activities related to COVID-19 as itemized in Appendix A. The CARES Act provides extra CDBG funds specifically targeted to prevent, prepare for, and respond to coronavirus.

The CDBG-CV2 and CV3 Notice of Funding Availability (NOFA) provides funding ONLY for the following activities, which are narrowly tailored as described in Section II.A and Section II.B of this NOFA:

- Assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-down
- Public services related to COVID-19 support
- Facility and infrastructure improvements related to COVID-19 impacts
- Acquisition and rehabilitation of real property, including housing, to be used in response to COVID-19 impacts

CDBG-CV2 and 3 funds included in this NOFA will be distributed through a simplified application via the Grants Network portal online grant management system and will be available to all CDBG-eligible non-entitlement jurisdictions, Colonias, and Tribes, both federally recognized and non-federally recognized tribes as outlined in the Department's second and third 2019 Annual Action Plan Amendments located at https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml.

This NOFA outlines application requirements, timelines for eligible jurisdictions, and provides documentation requirements.

A. Tentative program timeline

Event	Date
CDBG-CV2 and 3 NOFA and application released	December 18, 2020
NOFA Workshop (for all applicants)	January 7, 2021, 3pm – 5pm PST
Tribal Workshop (for Tribes and their partners)	January 5, 2021, 10:30am – 12:30pm PST
Public Service Application Deadline (non-Tribal)	February 12, 2021 5pm PST
Public Facilities and Infrastructure Deadline	February 22, 2021, 5pm PST
Economic Development Deadline	March 5, 2021, 5pm PST
Tribal Set-Aside Application Deadline	March 12, 2021, 5pm PST
Housing Acquisition Rehabilitation Deadline	March 12, 2021, 5pm PST
Homekey Support Applications Deadline	March 26, 2021, 5pm PST
Department announces awards	As applications are approved

** Award timeline is dependent on receipt of HUD's executed grant agreement for CDBG-CV 2 and 3 funds, and therefore the above dates are approximate and subject to change.*

B. Authorizing Legislation

Funding under this NOFA is made available pursuant to the CARES Act (Public Law No: 116-136) and the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) § 5301, et. seq., and Subpart 1 of the federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) § 570.480 et seq. The requirements of the state CDBG program are in California Health and Safety Code (HSC) §§ 50825-50834. This NOFA should be read in conjunction with the following regulations that establish state and federal CDBG requirements. Relevant legal authority includes, but is not limited to, the following:

- Housing and Community Development Act of 1974 (HCDA) as amended codified at Title 42 United States Code 5301 et seq., and Subpart 1 of the Federal CDBG Regulations
- HSC §§ 50825-50834
- CFR, Title 24, Part 570, Subpart I
- 24 CFR Part 58

- 2 CFR Part 200
- CDBG Guidelines (Guidelines)
- The State of California 2015-2020 Consolidated Plan as amended
- The State of California 2019-2020 Annual Action Plan as amended
- California Governor's Executive Order N-66-20
- Federal Register Notice 85 FR 51457

If state or federal statutes or regulations, or other laws, relating to CDBG-CV funds are modified by the United States Congress, HUD, the Department, California State Legislature, or the Governor, the changes may become effective immediately and may be applicable to this NOFA and existing Standard Agreements.

If there is a conflict between the state and federal regulations, the federal regulations shall prevail. In addition, the Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA. If such an action occurs, the Department will notify interested parties. Awards made under this NOFA are also contingent upon the Department executing a Grant Agreement with HUD for the CARES Act funds.

C. Conditions

Applicants and Awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to the following conditions:

1. The ongoing availability of funds
2. The continued authority of the Department to administer the CDBG-CV funds
3. The execution of the CARES Act funding grant agreement with HUD

In the event that funds are not available to fund any, or all, activities offered herein, or if the Department's authority to administer the CDBG-CV funds or act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. **This NOFA is not a commitment of funds to any activity or applicant**.

D. Applicant responsibility

It is the Applicant's responsibility to ensure that the application submitted is clear, complete, and accurate. It is the Applicant's responsibility to ensure that the application is submitted under the correct jurisdiction profile, and, with the exception of the Tribal set-aside, is not submitted under a consultant, non-profit, or personal profile in Grants Network. **It is also the Applicant's responsibility to ensure that the governing body resolution submitted is clear, complete, and accurate, and follows the provided template with no substantive changes.** The Department will not execute agreements without a Department approved resolution and supporting organizational documents. Resolutions may only be approved by Department legal staff. Resolutions that deviate from the provided template, or that are drafted without the template will be subject to additional review and may be rejected as insufficient at the discretion of Department legal staff. **Program staff acceptance of a resolution does not guarantee that resolution will meet the Department's legal standards. Use the provided resolution template as found in the program solicitation files. DO NOT USE A RESOLUTION TEMPLATE FROM ANOTHER SOLICITATION OR PROGRAM APPLICATION.** After the application submittal deadline, Department staff may request clarifying information to make sure the application is complete and accurate and meets federal eligibility requirements. Applications requiring changes will be returned to draft status for correction. No Applicant may appeal the Department's evaluation of another Applicant's application.

II. Eligible activities (24 CFR §§ 570.201-203)

Applicants can apply for a total of three (3) activities, including activities submitted under a previous CV1 application, with the total request not exceeding the allocation amount in Appendix A. If an applicant applied for three (3) total activities under the previous CV1 NOFA, the Applicant may add one (1) additional activity under the CV2 and 3 application. Applicants may request to add CV2 and 3 funding to approved CV1 activities through a CV1 standard agreement amendment. **Activities funded under this NOFA will have a 24-month expenditure period**. CV1 activities amended to include CV2 and 3 funding will have the CV2 and 3 performance and expenditure deadlines. See Appendix E for a list of eligible HUD Matrix Codes. Applicants must show a relationship between the need for services and COVID-19 impacts.

For the CDBG-CV NOFA, the following activities are permitted:

A. Community Development

1. Public Services to respond to COVID-19 impacts, including short-term subsistence payments for households at risk of eviction and/or homelessness and housing costs for those exiting homelessness, homeless shelter operations, and health and education support services

2. Public Facility and Infrastructure improvements with a documented COVID-19 nexus

3. Public facility acquisition, including healthcare facilities, emergency shelters, and housing for persons experiencing homelessness in response to COVID-19 impacts

4. Housing Assistance

    a. Acquisition and/or rehabilitation of Low-Mod Income Housing in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness

B. <u>Economic Development</u>

1. Business assistance to help businesses retain employees, or in the case of businesses re-starting after mandated COVID-19 related shut-downs, adding employees

2. Microenterprise assistance (including Micro-financial assistance and Technical assistance) for businesses impacted by COVID-19 with five or fewer employees, including the business owner

III. Duplication of benefits

A duplication of benefit (DoB) occurs when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total amount needed for assistance. The amount of the duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source. See Stafford Act (42 U.S.C. § 5155; HUD Memorandum dated 9 April 2020, subject: 'CARES Act Flexibilities for CDBG funds used to support coronavirus response and plan amendment waiver')

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss to which the entity has already received financial assistance from another source (42 USC § 5155(a)). The Federal Register Notice, published November 16, 2011 (Docket No. FR-5582-N), requires adequate policies and procedures in place to prevent a duplication of benefit and the recapture of funds, if necessary.

Applicants will be required to submit duplication of benefits policies and procedures at application and Awardees will be required to continue to report on

duplication of benefits throughout the expenditure period for the CDBG-CV funds. Duplication of benefit must be tracked at both the programmatic level and at the client service level. Awardees will be expected to re-capture funds from households that have received a duplication of benefit. The Department will be required to recapture funds from Awardees with duplicated benefit(s). **Recapture requirements and process must be included in written duplication of benefit policies and procedures.**

IV. National Objectives (24 CFR §§ 570.483-484)

A. Low- to Moderate-Income National Objective

At least 70 percent of the total funds awarded must benefit low- to moderate-income (LMI) individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest-income eligible group.

Persons, households, and/or neighborhoods benefiting from LMI activities must meet HUD's LMI requirements. Income limits are regularly updated. Applicants will be notified via a news blast email and information will be posted on the Department's website if the HUD Adjusted Median Family Income (HAMFI) limits or low- to moderate-income areas (LMA) are updated during the application period.

The LMI National Objective consists of the following categories:

1. LMI Limited Clientele (LMC), as defined by income limits or presumed benefit.

   LMC refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD. Note that all subsistence payment activities are LMC activities and must select LMC as the appropriate National Objective.

   Presumed benefit LMC refers to persons who, as a category, are typically low income. This includes:

   - Seniors
   - Persons with a disability (must meet the Bureau of the Census' Current Population Report's definition of "severely disabled")
   - Homeless persons
   - Abused children and battered spouses
   - Illiterate adults
   - Persons living with acquired immunodeficiency syndrome (AIDS)
   - Migrant farmworkers

2. LMI Area (LMA), as defined by census tracts and block groups.

   - LMA eligibility is based on American Community Survey using Census Geographies.

   - At least 51 percent of households in the area must be earning at 80% or below HAMFI to meet LMA.

   - Must be contiguous – the area must be a solid area, without certain streets or buildings being excluded, and the area should be mapped to show eligibility. If a service area is not contiguous it will be determined to be a separate activity and will need as separate application.

   - Activity must be a public benefit for the area, for example the construction of a facility to be used for testing, diagnosis, or treatment of infectious disease. LMA Eligibility should be determined from the Map Application at HUD's Low- and Moderate-Income Summary Data Application page. Instructions for HUD's mapping application can be found at this link: https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd

3. LMI Housing (LMH), as defined by household income limits

   - Households earning 80 percent of less of HAMFI.

4. LMI Job Creation or Retention (LMJ) activities

   - LMJ is based on the number of full-time equivalent jobs created or retained

   - Must create or retain jobs, and 51 percent of those jobs must be for LMI persons

   - To meet the public benefit requirements for LMJ activities, for every $85,000 spent (including activity delivery), one full-time equivalent job must be created or retained

B. Urgent Need National Objective

Urgent Need is a national objective that is available for instances where there are conditions in a community that must meet all of the following criteria:

- Pose a serious and immediate threat to the health or welfare of the community

- Are of recent origin or recently became urgent

- The applicant is unable to finance the activity
- Other resources of funding are not available to carry out the activity

The availability of Urgent Need as a national objective depends on the overall LMI performance of the state. The state may only offer Urgent Need in the margin above the statutory 70% LMI requirement. As a result, Urgent Need will not be a default National Objective and may only be designated on a case-by-case basis. **Applicants that have no option but to use Urgent Need must contact the Department to discuss how to prepare and submit their application.**

V. Program set-asides

A. The CDBG-CV2 funding will have the following set-asides:

- Colonias – 5 percent of 48 percent of total CDBG-CV2 funding
- Non-federally recognized tribes – 1.25 percent of 48 percent of total CDBG-CV2 funding
- Federally recognized tribes – 5 percent of 48 percent of total CDBG-CV2 funding

B. The CDBG-CV3 funding will have the following set-asides:

- Colonias – 5 percent of total CDBG-CV3 funding
- Non-federally recognized tribes – 1.25 percent of total CDBG-CV3 funding

The Department will set up a unique application form in the electronic Grants Management System for each set-aside type, and applications for set-aside funds may not be submitted under the general CDBG-CV2 and 3 electronic application form. The Department will hold a dedicated Tribal Workshop on Tuesday January 5, 2021. Registration is open to all eligible CDBG-CV applicants, and both non-federally recognized tribes and federally recognized tribes are encouraged to attend.

C. Native American Tribes (federally and non-federally recognized tribes)

Applicants for the Tribal set aside include federally recognized and non-federally recognized tribes), tribally designated housing entities, and subrecipients (e.g. tribal affiliated groups or non-profits, tribal consortiums) who apply on behalf of a Tribe. All eligible applicants for the Tribal set-aside will be invited to participate in a technical assistance consultation with the Department's staff and HUD Technical Assistance Providers prior to the Application due date. See Appendix M for additional information and resources.

Tribal applications will adhere to the following schedule based on application type:

Public services applications for the federally and non-federally recognized Tribal Nations set-asides will be due no later than March 12, 2021 at 5pm PST. Applications will be reviewed on a rolling basis. Public service applications will be prioritized for funding. Applicants are encouraged to prioritize public services, including food stabilization, housing assistance, healthcare services, and education support in response to the impacts of COVID-19 on native communities. Public service applications will be reviewed first, and will be awarded funding based on time of receipt of a satisfactory complete, eligible, and accurate application. Eligible, complete, and accurate unfunded public service applications will be held for potential unclaimed funds, as described in section VII. Funding Limits below.

Housing, facilities, and infrastructure applications for the federally and non-federally recognized Tribal Nations set-asides will be due no later than March 12, 2021 at 5pm PST. Applications will be reviewed on a rolling basis after all public services applications have been reviewed and either approved or denied funding. Housing, facilities, and infrastructure applications will be reviewed after the public services, pending ongoing availability of funds, and will be awarded funding based on time of receipt of a satisfactory complete, eligible, and accurate application. Eligible, complete, and accurate unfunded public service applications will be held for potential unclaimed funds, as described in section VII. Funding Limits below, provided that unclaimed funds have first been made available to the public service applications above.

VI. Eligible applications

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

A. <u>Eligible jurisdictions</u>

Any California city or county except a city or county that participates in the HUD-administered CDBG Entitlement program either as a direct entitlement, or as part of an urban county consortium is eligible to apply for CDBG-CV2 and 3 funding, additionally, any federally recognized tribe, tribally designated housing entity, or non-federally recognized tribe with contracting status is eligible to apply for CDBG-CV2 set-asides funding for tribes in this NOFA. Incorporated cities located in an urban county as defined by 42 U.S.C. 5302(a)(6) must formally elect to be excluded from participation in the urban county entitlement status. HUD must be notified that the city has elected to be excluded from the urban county participation as per 24 CFR 570.307(g) for it to be eligible for the state CDBG program, including CDBG-CV2 and 3 funding in this NOFA. Eligible Applicants may use the following approaches. Only eligible activities from eligible Applicants will be reviewed.

1. An eligible Applicant may apply on its own behalf.

2. An eligible Applicant may apply on behalf of one or more other eligible Applicants. An application on behalf of one or more other eligible applications will need to include a Memorandum of Understanding, or similar formal agreement, fully executed by all parties of the application, that clearly identifies the lead Applicant and that details the roles, responsibilities, and requirements for each party. The agreement must be enforceable and submitted documentation must include resolutions from each participating jurisdiction approving the agreement.

3. Two or more eligible Applicants, which share a program, may submit a joint application. A joint application must include a Memorandum of Understanding, or similar formal agreement, fully executed by all parties of the application, that clearly identifies the lead Applicant and that details the roles, responsibilities, and requirements for each party. The agreement must be enforceable. Only one Applicant in a joint application may be designated as the lead agency and will have the lead responsibility for administering the Standard Agreement, financial management, and activity reporting.

4. An eligible Applicant may apply on behalf of an applicant that has been determined to be ineligible due to programmatic findings, outstanding litigation, or statutory non-compliance, provided the findings, litigation, and/or noncompliance has been resolved, or is actively in progress of resolution and will be resolved during the expenditure period of the CDBG-CV2 and 3 funding. Applicants that have been debarred are not eligible for funding, and no other applicant may apply on their behalf.

5. An eligible Applicant may partner with a non-federally recognized tribe, with tribal consent, to apply and administer funds on its behalf.

Applicants that have not applied to the CDBG program in the last 5 years, or who are first time applicants to the state administered CDBG program are strongly encouraged to schedule pre-application technical assistance meetings with the Department's staff. These meetings are intended to help Applicants submit eligible applications that align with Applicant capacity and that are targeted to community needs and priorities. Ongoing technical assistance will be available to any entity that requests support in administering funds throughout the duration of the CDBG-CV funding.

B. <u>Financial Management Compliance (2 CFR Part 200)</u>

The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements at 2 CFR §200, et seq., including the single audit requirements of 2 CFR §200.501.

C. Good standing

The Applicant, and any co-Applicant, together with the respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all of their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements.) Applicants not meeting the foregoing requirements shall include with their application evidence that they are actively working with the Department to resolve any issue.

D. Federal debarment

Pursuant to 24 CFR Part 5, all CDBG-CV Applicants are required to verify they and their, contractors, consultants, businesses, sub-recipients, etc., that will be conducting business with the Applicant as part of the activity are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. All Applicants, contractors, consultants, businesses, sub-recipients, or any other organization proposing to operate with support from CDBG-CV funds must be registered with the federal System for Award Management (SAM). **Entities that do not show results for a SAM search must register with SAM to be eligible for CDBG-CV funding.** Applicants and Applicant partners are responsible for managing SAM registration and ensuring registrations are current and active. Individuals under the employment of the Applicant or Applicant partners do not need to be individually evaluated for debarment unless that individual is operating as an independent contractor instead of an employee.

The Department will not award any CDBG-CV program funds to Applicants that are debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation from federally assisted programs, or that are proposing to partner, contract, or otherwise fund activities through an organization that is debarred, suspended, proposed for debarment, or otherwise ineligible from participation in federally assisted programs. Applicants are responsible for providing proof that all program partners, subrecipients, contractors, and any other program participants, current or future, are not debarred. Applicants must provide proof from the federal SAM that the Applicant, all application partners, and any subrecipients, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the Activity are not debarred. **Applicants are not required to run debarment checks against individual employees.** If Applicant has not yet procured the contractor or identified a subrecipient for a specific activity, the Applicant will be required to check for debarment prior to executing a contract or agreement for that activity and include proof of debarment evaluation in the activity file.

If an Applicant is proposing an Economic Development activity that will provide funds, either through a loan or a grant, to for-profit businesses, those businesses must also be registered in SAM, and the Applicant must run a debarment check on each business. Businesses that are debarred will not be eligible for program funds. **Businesses that do not show results are not registered and must be registered to be eligible for funding.**

E. Restrictions on multiple activities in the same political districts

Applications for eligible activities outside the Applicant's jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG program (including CDBG-CV) and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

F. Racial Equity

Applicants should prioritize the advancement of racial equity in all CDBG-CV programs and across systems and units of government in their jurisdiction. The Department asks applicants to be leaders in their communities facilitating partnerships among service organizations, housing providers, units of government, businesses, the homelessness response system and other partners to promote racial equity practices. All Applicants must identify how they are working to ensure racial equity in access to programs, projects, and activities funded with CDBG-CV resources. Applicants must commit to analyzing disproportionality in access to housing, access to services, quality of service provision and desired outcomes in programs and projects and affirmatively further equitable access, quality of service provision and outcomes for protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19.

Applicants cannot simply rely on delivering a standardization of services to address equity. Applicants must commit to reviewing their current policies and procedures and examining available data to ensure all eligible persons receive equitable services, support, and are served with dignity, respect and compassion regardless of circumstances, ability, or identity. See Appendix N for Racial Equity Resources and Tools.

When applying for CDBG-CV (Round 2 & 3) funds, applicants should consider:

- What are your community’s racial demographics and the demographics of those experiencing homelessness, housing and economic insecurity?

- What are the outcomes of your CDBG programs based on race? What are your requirements for all sub-grantees to look at data to determine racial disparities and then put a plan in place to address them?

- How do underserved and marginalized communities learn about and enter CDBG-CV programming? What marketing and communication strategies are used to increase equitable access to CDBG-CV programming?

- How does your grant making process include prioritization for programs that are addressing the disproportionate impacts that housing insecurity, homelessness, economic insecurity, lack of access to equitable health care and COVID-19 has on communities of color, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities?

- How are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing these challenges? How are they involved in the funding decision-making process?

- How are these funds accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs, and how would these funds address the organization capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?

- List your partner organizations that are addressing racial equity in the housing and homeless response system, the economic development sector and the health care sector and how do you partner with them.
  The Department will require applicants to submit related racial and ethnic data metrics of their CDBG-CV programming on a quarterly reporting basis.

VII. Funding limits

A. Applications and Milestones

All applications must be submitted through the Department's online Grants Network portal via https://portal.ecivis.com/#/login; no hard copies will be accepted. Jurisdictions will submit **one application per** Activity. Each Activity must have a unique application with a complete budget, National Objective, scope of work, and milestone timeline. There will be no "combo" activities or applications accepted in this NOFA cycle. Each Activity, both projects and programs, is stand-alone with a separate budget and scope of work. General Administration should be budgeted for

each Activity up to 13 percent of the total activity budget. HUD allows a total of 20 percent of funding to be used for planning and administration. The Federal Register Notice for CDBG-CV administration limits the state to 7 percent which allows up to 13 percent for local jurisdictions. The Department is not proposing to allocate any funding for planning only activities, which will allow local jurisdictions to access the full administration balance. Each Activity will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the attached draft Standard Agreement as a sample of the applicable terms and conditions. Applicants may elect to take less than the 13 percent allowed for administration and use administration funds to increase funding for Activities.

- Funds from this NOFA cycle will be available to eligible Applicants via allocation through a simplified application (See Appendix A for final jurisdiction allocations).

- Activities submitted under the tribal set-asides will be limited according to the following schedule:

    - Public service activities will be limited to $200,000 per activity application (activity type). Applicants are encouraged to evaluate need and capacity and ask for sufficient funding to successfully complete the activity. Applications asking for less than $50,000 will be subject to additional review for feasibility and may require additional feasibility documentation. Feasibility review is an opportunity for the Department to discuss the activity with the applicant and ensure the level of funding is right-sized to activity scope to promote successful completion of the activity.

    - Housing and infrastructure activities (with the exception of housing and infrastructure assistance provided as part of a public service as identified above) will be limited to $500,000 per activity application (activity type).

    - Tribes are limited to $500,000 maximum award per tribe.

    - Applications submitted in partnership with three or more partners may apply for up to $1.5 million.

    - Applicants are strongly encouraged to align funding asks with organizational capacity to deliver services and complete federal reporting requirements.

    - Applications will be reviewed on a rolling basis, as funding is available until either all applications submitted during the applicable application period have been funded, or all funds have been committed, whichever happens first, as per the funding re-allocation process below. See the Tribal Set-Asides section for the application schedule.

- Applicants who did not apply for their CDBG-CV1 allocation will receive a reduced CV1 allocation in addition to their CV2 and 3 allocations as detailed below in Section B.

- Maximum total grant amount limits are the allocation for your jurisdiction.
  - Program income is not included in the allocation amounts. Total activity budgets may exceed the award limits if program income is included in the activity application.

  - Program income included in a CDBG-CV application will be required to meet the same performance terms, duplication of benefits, and expenditure period for the CDBG-CV funds.

  - **DO NOT SUBMIT PROGRAM INCOME ONLY APPLICATIONS IN THE CDBG-CV APPLICATION. PROGRAM INCOME ONLY APPLICATIONS SUBMITTED WITH THE CDBG-CV APPLICATION DURING THE CDBG-CV2 AND 3 NOFA CYCLE WILL BE DENIED WITHOUT OPTION FOR REVISION OR REINSTATEMENT.** Please see the annual CDBG application process for program income only application instructions.

  - Applications asking for less than $50,000 will be subject to additional review for feasibility and may require additional feasibility documentation. Feasibility review is an opportunity for the Department to discuss the activity with the applicant and ensure the level of funding is right-sized to activity scope to promote successful completion of the activity.

- Milestones: All CDBG-CV funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include, at the minimum, the following milestones for each Activity application:
  - Milestone 1 – Activity startup

  - Milestone 2 – Projected 20 percent expenditure

  - Milestone 3 – Projected 50 percent expenditure

  - Milestone 4 – Projected 80 percent expenditure

  - Milestone 5 – Activity completion and 100 percent expenditure

  Additional milestones are optional, though encouraged for best practice Activity implementation. If milestones are not included in the application the Department will set default milestones for the Applicant, and the Applicant's funding will be subject to recapture for any missed milestones. Default milestones are as follows:

- Milestone 1 – Standard Agreement Execution
- Milestone 2 – June 1, 2021
- Milestone 3 – December 1, 2021
- Milestone 4 – May 1, 2022
- Milestone 5 – August 1, 2022

Applicants that fail to meet two or more consecutive milestones may be subject to funding re-capture, at the Department's discretion. Recaptured funds will be treated as unclaimed funds, as discussed below.

B. CDBG-CV Unclaimed Funds

The CDBG-CV1 NOFA included allocations to all non-entitlement jurisdictions in the State of California. Allocations were made prior to the release of the Federal Register Notice 85 FR 51457 and did not include updated allowances for state administration. The CDBG-CV1 NOFA identified multiple options for re-allocating funds that were not requested in the initial CDBG-CV1 NOFA process. These options included re-allocating funds as part of a future CV NOFA. The Department has determined that based on the timeline for committing CDBG-CV1 funding, along with a prolonged wild-fire season, and overall reduced capacity at both the Department and among Applicants in the ability to apply for and commit funds, that the Department would make the necessary adjustments to the unclaimed CDBG-CV1 allocations to calculate and set-aside the Department's allowed administration costs and include the remaining allocations with the CDBG-CV2 and 3 allocations to be available to the communities originally identified in the CDBG-CV1 NOFA. Please see Appendix A for revised awards in unclaimed CDBG-CV1 funds. Applicants that elect to access their unclaimed CDBG-CV1 funds along with their CV2 and 3 allocations will use the same CDBG-CV2 application templates for all activities, and will be limited to no more than 3 (three) total activities. In the event that CDBG-CV allocations (including CDBG-CV1, 2, and 3) are left unclaimed at the end of the CDBG-CV2 and 3 NOFA period, funds will be re-allocated in the following priority:

a. In the event that CDBG-CV1 and 3 funds are left unclaimed at the close of the NOFA period, funds will be offered to jurisdictions that are meeting all of their performance goals on schedule and that have clearly indicated in their quarterly reporting that they have the need and capacity to utilize additional funding in a timely manner.

b. In the event that CDBG-CV2 funds are left unclaimed, funds will be redirected to applications submitted through the Tribal Set-aside. If applications for the Tribal

Set-asides exceeds funding, unclaimed CDBG-CV2 allocations will first be awarded to any unfunded Tribal Set-Aside projects to the extent that either all projects are funded or all funds are committed, whichever happens first.

c. In the event that there are insufficient unfunded Tribal Set-aside projects to commit all unclaimed CDBG-CV2 allocations, unclaimed funds will be offered to jurisdictions that are meeting all of their performance goals on schedule and that have clearly indicated in their quarterly reporting that they have the need and capacity to utilize additional funding in a timely manner.

VIII. Program administrative costs

Awardees will be allowed to use a total of up to 13 percent of their allocation for program administration costs. Costs incurred in COVID-19 response prior to the allocation may be eligible for reimbursement as per the CARES Act. Applicants will be asked to identify pre-agreement costs as part of the application budget.

IX. Pre-agreement costs

Costs incurred in COVID-19 response prior to allocation may be eligible for reimbursement as per the CARES Act so long as the Applicant has not already been reimbursed for such costs in connection with a prior CV1 award. Applicants will be required to identify pre-agreement costs. Pre-agreement costs not identified as part of the application budget will not be eligible for reimbursement. See the attached sample Standard Agreement for pre-agreement cost reimbursement terms.

X. Threshold Submittals and Program Requirements

- A city or county must be a non-entitlement jurisdiction and must not currently be party to an Urban County Agreement or participate in, or be eligible to participate in, the HUD-administered CDBG Entitlement program.

- The Activity applied for must be an eligible Activity as defined by 24 CFR §§ 570.201-203 and the CARES Act.

- The Activity must meet a CDBG national objective as defined by 24 CFR §570.483.

- The Applicant must provide the Department with its most recent single audit, if applicable. If the Applicant has open single audit findings (any findings, not just the Department, or federal program findings) and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding through the state CDBG program until the findings are resolved or a remediation plan or agreement is established. Applicants exempt from single audit requirements must be on the official State Controller's Office Single Audit Status List in Appendix O.

- Pursuant to 24 CFR § 570.486, applications must follow CDBG Public Participation regulations as identified in the state's updated Citizen Participation Requirements for Federal Programs, Plans, and Reports. Applicants will be expected to provide opportunities for virtual meetings that include opportunities for the public to pose questions about the program and receive answers. Applicants will also be expected to meet, noticing and public information requirements for the program as per federal regulations and the Citizen Participation Requirements.
  As per HSC § 50829, the Applicant must submit a draft adopted Housing Element to the Department in accordance with the requirements listed in Government Code (GC) § 65580 et seq., most specifically GC § 65585. Failure to comply with the procedural requirements (i.e., GC § 65585) Housing Element law will invalidate the application for this NOFA and the Applicant will be deemed ineligible for funding through the state CDBG program, including CDBG-CV funding, until the Applicant has met procedural requirements. Applicants triggering the provision of HSC § 50830, must meet and document all pertinent requirements. See Appendix B for information on Housing Element status.

- The Applicant must certify that they have not enacted any growth controls that would render them ineligible for CDBG funding, as per certification in Appendix J Application Certifications.

- The Applicant must be in good standing with the Department as defined in Section VI of this NOFA.

- The Applicant must demonstrate compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 relocation requirements, as applicable.

- The Applicant must demonstrate compliance with Article XXXIV, as applicable.

- To reduce delays in the application review, award, and contracting processes, **Applicants are required to use the Department's *Sample Resolution of the Governing Body*.** For reference, please see Appendix D.

XI. Applications

A. Application Workshops

The Department will hold a general NOFA Workshop via webinar on January 7, 2021 and a Tribal Workshop for both non-federally and federally recognized tribes and their partners, via webinar on January 5, 2021. Please visit the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml to register.

Applicants are also **strongly encouraged** to review available webinars and training materials on the CDBG program in general, the CDBG Redesign, using the Grants Network portal, and preparing a CDBG program application in the Grants Network portal.

B. Application submission

Applicants must follow instructions in both this NOFA and the online application, including naming convention requirements. Failure to follow instructions will result in disqualification. If an instruction is unclear or if an Applicant has viewed available training and is still unsure how to proceed, please attend an "HCD CDBG/ESG Office Hour" to ask your question, or email the question to Department staff at CDBG@hcd.ca.gov. Applications disqualified due to failure to follow instructions will **not** be available for correction, and funding allocations will be re-allocated as per this NOFA.

The CDBG-CV application and all required attachments must be submitted to the Department through the Grants Network Portal located at https://portal.ecivis.com/#/login. Applications must include all required information to be submitted. Applicants must certify that all information is true and complete to the best of their knowledge, under penalty of perjury.

Applicants that do not have an account with Grants Network portal should log into the https://portal.ecivis.com/#/login. Use the "Create an account" option to initiate a profile.

Applications must meet all threshold and eligibility requirements upon submission. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information and may request that applications be revised and resubmitted to help address eligibility and threshold issues prior to approving applications and issuing awards.

C. Disclosure of application

Information provided in the application will become public record available for review by the public pursuant to the California Public Records Act ("PRA") (GC § 6250 et seq.). As such, the Department may disclose any materials provided by the Applicant to any person making a request under the PRA. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identify information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a PRA request.

XII. Application review, approval and commitment process

A. Application review

All applications are required to pass threshold requirements. Applications that do not meet threshold will not be further reviewed and will be returned to a draft status for Applicant revisions. All applications will be reviewed for Activity eligibility. Activities that do not meet program eligibility will be returned to a draft status for Applicant revisions. Applicants will be given a timeframe to revise and re-submit the application. Timeframes will be based on the extent of necessary changes. Applicants that do not make requested changes in the given timeframe will have their allocation identified as unclaimed, and funding will be re-allocated as per Section VII. Funding Limits.

B. Recommendations

The Department will review applications and make award recommendations according to the above threshold criteria and the completeness of the application, including a clear COVID-19 nexus. Applicants that are recommended for awards will be contacted and provided with an opportunity to update project schedules or other date-dependent data that may have aged during the application review period. Applicants will officially be notified of awards through the Grants Network portal. Applicants should ensure that the appropriate contact information is included in applicant profiles to facilitate notifications of awards and requests for changes. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards will be notified through the Grants Network portal that their application has been returned to draft status for Applicant revision, as applicable.

C. Standard Agreements

Successful Applicants (Awardees) will enter into a Standard Agreement with the Department, a draft sample is included as Appendix K of this NOFA. The Standard Agreement contains all the relevant state and federal requirements, activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the Awardee within 30 days (contracting period) of the Awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.

XIII. Awards announcement and grant implementation

The Department anticipates awards will be announced as applications are approved for funding.

XIV. Federal program requirements

A. Cross-cutting requirements

The CDBG-CV funding is administered under the general rules and regulations promulgated primarily in 24 CFR § 570.600, et seq. These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state administered CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Awardees of the state administered CDBG program, including CDBG-CV funds.

This following is a summary of the federal cross-cutting requirements:

1. Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
2. Labor Standards (Davis-Bacon and related laws)
3. Achieving a HUD National Objective
4. Public participation requirements
5. Fair Housing and Affirmatively Furthering Fair Housing
6. Equal Opportunity and Non-Discrimination in federal Grant Programs
7. Federal Procurement Guidelines
8. National Flood Insurance Program compliance
9. Relocation and displacement requirements
10. Employment and Contracting Opportunities Section 3 compliance
11. Lead-based paint requirements
12. No use of debarred, ineligible, or suspended contractors or sub-recipients
13. Uniform Administrative Requirements and Cost Principles
14. Conflict of interest prohibitions

15. Compliance with the Architectural Barriers Act and the Americans with Disabilities Act

16. Compliance with Eligibility Restrictions for certain resident aliens

17. Federal reporting requirements

18. Grant and subrecipient monitoring requirements

B. Relocation Plan requirement

Awardees engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Awardees must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants should include relocation costs in project budgets.

Awardees must provide General Information Notices to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Awardee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

C. Article XXXIV compliance

Awardees engaging in low-income housing project activities that are subject to Article XXXIV of the California Constitution must show that the project approval process complies with Article XXXIV requirements as defined in the California Constitution, California state statutes, and applicable case law. The state statutes implementing Article XXXIV can be found at HSC § 37000, et seq.

D. Procurement

Pursuant to 24 CFR §570.489(g), all Awardees must comply with federal procurement requirements. The Department will review the Awardee's procurement documents for services (i.e., administrative sub-contractor, Davis-Bacon Act consultant, etc.) at time of monitoring.

Requirements for federal procurement can be found at 2 CFR §200.317-326. Awardees are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

E. Application Certifications and Statement of Assurances

Applicants must sign and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.

MEMORANDUM OF UNDERSTANDING

Between City of South Lake Tahoe and Tahoe Coalition for the Homeless

Regarding Communication, Coordination, and Collaboration

This Memorandum of Understanding ("MOU") is entered into by and between the City of South Lake Tahoe, a municipal corporation (the "City") and Tahoe Coalition for the Homeless, a California nonprofit public benefit corporation (collectively "TCH") under the terms and provisions set forth below. The City and TCH shall collectively be referred to herein as the "Parties" and individually as "Party."

RECITALS

A. The City of South Lake Tahoe is the local government entity governing South Lake Tahoe, California, a small city located in the Tahoe Basin Region of El Dorado County.

B. Tahoe Coalition for the Homeless is a small nonprofit corporation providing services to homeless residents of South Lake Tahoe, whose mission is to end homelessness in the South Shore.

C. The City of South Lake Tahoe is a community of approximately 22,000, which regularly hosts more than 100,000 visitors as a regional and world-class recreational tourist destination. As such, many of the local employment opportunities are seasonal, part-time, low-wage, and unbenefited. A large part of the City's housing inventory serves the tourist population therefore making affordable housing scarce for local families.

D. In the 2019 El Dorado County Homeless Point-In-Time Count & Survey, trained volunteers counted 613 people experiencing homelessness at the end of January. Among those counted, nearly 50% had lived in El Dorado County for their entire lives, and 80% had lived here for more than a year before becoming homeless. Additionally, 27% were currently experiencing partner violence and 38% were experiencing first-time homelessness. There were 28 minor children, of whom 9 were unsheltered, and 86 transition-aged youth (18-24 years old) - all 86 were found unsheltered. At least 77 people identified as part of a family unit and there were 61 seniors aged 62 years or older. In South Lake Tahoe, 110 individuals were counted, and certain subpopulations were disproportionately represented: African Americans were five (5) times more likely to be homeless; Native Americans, 13 times; Disabled, 3 times; and Veterans, 2 times.

E. Homelessness is a dangerous condition that frequently results in higher rates of morbidity and mortality. South Lake Tahoe's harsh alpine winters can cause serious injury and illness for unsheltered people, including hypothermia, dehydration, frostbite, and respiratory illnesses. For the past five (5) years, TCH has operated an

emergency warm room to provide life-saving shelter to individuals, and provides motel vouchers to families until housing can be secured. These supports have grown into a comprehensive suite of outreach, prevention, and case management services which ensure that South Lake Tahoe residents experiencing instability do not risk illness, injury, or death as a result of unsheltered homelessness.

F. In addition to negatively impacting South Lake Tahoe residents experiencing homelessness, there are other direct and indirect impacts on the community. Due to lack of preventative health care and safe, stable housing, people experiencing homelessness generate a significant number of calls for services from the South Lake Tahoe Fire and Police Departments, as well as high utilization of emergency medical services administered at the area's only hospital, Barton Health. Unsheltered homelessness also negatively impacts local businesses, the tourist economy, sensitive ecological areas around Lake Tahoe, and the broader South Lake Tahoe community.

G. The Parties share a common interest in identifying solutions to prevent and reduce homelessness for South Lake Tahoe residents, especially those subpopulations considered highly vulnerable such as youth, families, seniors, and people with disabilities or serious health conditions. The ongoing COVID-19 pandemic has made these groups even more vulnerable to negative health effects and are less able to adhere to public health guidance and local mandates.

H. The City and TCH desire to enter into this MOU to describe their agreements and relationship with respect to the issue of homelessness within the city limits of South Lake Tahoe, CA.

AGREEMENT

NOW, THEREFORE, it is hereby acknowledged, City and TCH hereto mutually agree as follows:

1. Both parties will seek to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by South Lake Tahoe residents.
2. The City will provide TCH with regular data regarding homelessness – police calls, fire and emergency transport, etc.
3. TCH will prepare and submit quarterly reports on homelessness, clients served, local programming offered, and housing availability to the City.
4. TCH will coordinate with City departments, including Development Services, Fire and Police to serve our community.
5. TCH will commit to a “local preference policy” where they will prioritize services and housing opportunities for residents of South Lake Tahoe.
6. Both parties commit to jointly reviewing funding opportunities available to bring financial resources to our community which serve the priorities of the City.
7. TCH will utilize housing inventory in a manner in which it was built and permitted, and will adhere to all applicable City land use, zoning and building codes.
8. The City will review and accept reasonable request for compliance oversight for funding awards, such as but not limited to the Homekey Grant Program, which are related to affordable and supportive housing in partnership with TCH.
9. The City Manager will coordinate with TCH and other agencies (including El Dorado County) involved in the local Continuum of Care (CoC) and Coordinated Entry System to develop regional strategies and to leverage resources.
10. Either Party may terminate this MOU at any time by written notice given to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and therefore become effective as of the last date written below.

City of South Lake Tahoe

DocuSigned by:
Jason
3679671408A34A2...

9/23/2020

Jason Collin, Mayor — Dated

Approve as to Form:
DocuSigned by:
Heather Stroud
E4DED998A572479...

9/22/2020

Heather Stroud, City Attorney — Dated

Attest:
DocuSigned by:
2D6FDBDD39A94AF...

9/22/2020

Susan Blankenship, City Clerk — Date

Tahoe Coalition for the Homeless

9/22/2020

Signed — Dated

Cheyenne Purrington — Executive Director

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.

Resolution No. 2021-XXX

Adopted by the City of South Lake Tahoe City Council

April 20, 2021

A Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto from the 2020 Community Development Block Grant Program- Coronavirus Response Round 2 And 3 (Cdbg-Cv2 And Cv3) NOFA Dated December 18, 2020

BE IT RESOLVED, by the City Council of the City of South Lake Tahoe as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of $505,632 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3Notice of Funding Availability (NOFA):

Housing Assistance - Rehabilitation of 2250 Lake Tahoe Blvd (Bear's Den) in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness	**$ 505,632**

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed $0 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of South Lake Tahoe held on April 20, 2021 by the following vote:

AYES:_____ NOES:_____
ABSENT:_____ ABSTAIN: _____

_____
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.

STATE OF CALIFORNIA
City of South Lake Tahoe

I,_____, City Clerk of the City of South Lake Tahoe,State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this_____ day of_____, 2021.

Susan Blankenship, City Clerk of the City of South Lake Tahoe, State of California

By:_____
Name and Title

Resolution No. 2021-021

Adopted by the City of South Lake Tahoe City Council

April 20, 2021

A Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto from the 2020 Community Development Block Grant Program- Coronavirus Response Round 2 And 3 (CDBG-CV2 and CV3) NOFA Dated December 18, 2020

BE IT RESOLVED, by the City Council of the City of South Lake Tahoe as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of $505,632 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3Notice of Funding Availability (NOFA):

Housing Assistance - Rehabilitation of 2250 Lake Tahoe Blvd (Bear's Den) in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness	**$ 505,632**

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed $0 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

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SECTION 5:

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SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of South Lake Tahoe held on April 20, 2021 by the following vote:

AYES: 5 (Bass, Creegan, Friedrich, Middlebrook and Wallace)
NOES: 0
ABSENT: 0
ABSTAIN: 0

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.

STATE OF CALIFORNIA
City of South Lake Tahoe

I, Susan Blankenship, City Clerk of the City of South Lake Tahoe,State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 20 day of April 2021.

Susan Blankenship, City Clerk of the City of South Lake Tahoe, State of California

By:_____
Susan Blankenship, City Clerk

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

FI$Cal
Financial Information System for California

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*: City of South Lake Tahoe

Remit-To Address (Street or PO Box)*: 1901 Lisa Maloff Way

City*: South Lake Tahoe State *: CA Zip Code*+4: 96150-7168

Government Type:
- [x] City
- [ ] County
- [ ] Special District
- [ ] Federal
- [ ] Other (Specify)

Federal Employer Identification Number (FEIN)*: 94-161-0868

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address

Contact Person*: Lori Marino Title: Principal Management Analyst

Phone number*: 530-542-7410 E-mail address: lmarino@cityofslt.us

Signature*: Lori M Date: 5/5/21

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)

Project Information

Project Name: City of South Lake Tahoe Bear's Den Inn Rehabilitation – Activity Delivery

Responsible Entity: City of South Lake Tahoe

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CDBG CV 2/3, City of South Lake Tahoe, California

Preparer: Hilary Roverud, Director of Development Services

Certifying Officer Name and Title: Joseph Irvin, City Manager

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable):

Direct Comments to: Hilary Roverud, Director of Development Services

Project Location: 2250 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]**:**

Rehabilitation of a hotel used for interim housing for the homeless to include:

- Parking and path of travel accessibility
- Lobby accessibility
- Renovations to two units with accessible mobility features, one to include accessible communication features
- Carbon Monoxide and smoke detection for all units
- Removal of motel sign
- Accessible parking stalls
- Fire/Life Safety Improvements
- General Maintenance and Repair

Level of Environmental Review Determination:
Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5:__Rehabilitation of a hotel property that will not change the size or capacity by more than 20 percent and will not result in a change in land use.

Funding Information

Grant Number	HUD Program	Funding Amount
CDBG CV-2/3	CDBG	$439,900.00

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**:**

Activity Delivery	$439,900.00
General Administration	$65,732.00
Total	$505,632.00

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	Not within an approach zone of the Lake Tahoe Airport
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	Project does not affect the Coastal Barrier Resources System

Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	Project not within a Special Flood Hazard Zone (FIRM Panel 06017CO386F, effective 4/3/2012)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☒ No ☐	According to the U.S. Environmental Protection Agency (EPA) Nonattainment Areas Map, the Lake Tahoe portion of El Dorado County has been designated a nonattainment area for the Ozone 8-Hour Standard NAAQS pollutant. (https://ww2.arb.ca.gov/resources/documents/maps-state-and-federal-area-designations): There will be temporary, unavoidable increases in particulate matter levels during proposed construction activities. While air quality will be temporarily affected, the project will adhere to state air quality standards and El Dorado County Air Quality Management District Fugitive Dust and Asbestos Rules (Rule 223 and 610). Air quality effects will be mitigated to the extent feasible. The emissions of fugitive dust from construction activities may be assumed to be not significant fi the project includes measures that will prevent visible dust beyond the project property lines in compliance with El Dorado County regulations (El Dorado County APCD-CEQA Guide, February 2002).
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	The Project is not within a Coastal Zone
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☒ No ☐	The project site is not included in a State or Federal Hazardous Waste sites database, and no recognized environmental conditions were identified during site reconnaissance.

		HUD lead-based paint (LBP) poisoning prevention rules at 24 CFR Part 35 apply as the project involves structures for which construction was completed on or before January 1, 1978. OSHA regulations presume that surfacing materials used in buildings constructed in or prior to 1980 contain potential asbestos-containing materials (ACMs) Given the age of the structure, LBP and ACMs were considered to be potentially present. The OSHA Lead Exposure in Construction Industry Standard is applicable to the proposed action (29 CFR 1926.62) as well as Title IV of the Toxic Substances Control Act, Residential Lead-Based Paint Hazard Reduction Act of 1992 and the protocols in HUD Guidelines for the Evaluation and Control of LBP Hazards in Housing.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	The proposed project is not likely to jeopardize the continued existence of any proposed species or result in the destruction or adverse modification of proposed critical habitat. The project includes rehabilitation of an existing structure surrounded by existing urban development.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	The project includes rehabilitation of an existing hotel property that functions as interim housing for persons experiencing homelessness, with no proposed change in use. There are no hazards, as defined in 24 CFR Section 51.201, in the vicinity of the project.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	There are no farmlands in the vicinity of the project.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes ☐ No ☒	Project not within a Special Flood Hazard Zone (FIRM Panel 06017CO386F, effective 4/3/2012)

Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	The project area of potential effect is contained within the property boundaries. Structures on the property were constructed in 1960 and do not have historic characteristics and are not associated with any known historic events or persons.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	The project site is located adjacent to US Hwy 50 within the City of South Lake Tahoe. Using traffic volume data and FHWA methodology traffic noise levels were calculated for existing traffic volumes in 2010. For the segment of US Hwy 50 adjacent to the project the 65 dB CNEL contour was located at 118 feet from the centerline of the highway (CSLT General Plan EIR, 2012). The structure wall facing Hwy 50 is approximately 60 feet from the highway centerline, that wall is associated with a portion of the building that is used as an office and reception area, with hotel units behind it. The office and reception portion of the building will attenuate noise to an acceptable level for the hotel units serving as interim housing for homeless persons. The only noise expected from the project will be temporary construction noise that will cease once construction is complete. The project is located in an urban area and the construction will not require any significant noise-creating activities (i.e. blasting, pile driving, etc.). Construction noise is not expected to appreciably add to existing ambient levels.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	The project is not located in the vicinity of a Sole Source Aquifer (EPA Sole Source Aquifer Map, (https://epa.maps.arcgis.com/apps/webappviewer/index.html?id=9ebb047ba3ec41ada1877155fe31356b) The project is also not located within a Source Water Protection Zone designated by the Tahoe Regional Planning Agency (TRPA, El Dorado County Source Water Assessment Map, 1999)

Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes ☐ No ☒	The project site is an existing developed hotel property surrounded by urban development. There are no wetlands in the vicinity and no potential to impact wetlands.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	The project site is an existing developed hotel property surrounded by urban development. There are no designated wild and scenic rivers in the vicinity and no potential to impact rivers.
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes ☐ No ☒	Executive Order (EO) 12898 requires Federal agencies to consider and address disproportionately high and adverse human health or environmental effects on minority and low-income populations resulting from their actions. The project site is an existing developed hotel property surrounded by urban development. The project would not generate adverse resource or health effects or adversely impact residential, commercial or community facilities or services which may be of importance to minority and low-income populations. The property rehabilitation would facilitate the continued use of the property as interim housing for those experiencing homelessness who are presumed to be low income and will benefit from the project.

Field Inspection : April 30, 2021, Hilary Roverud, Director of Development Services, City of South Lake Tahoe

The project site is a property previously developed with three buildings containing 23 hotel units, a manager's unit, a restaurant and residential unit. The site includes a parking lot with access from Lake Tahoe Blvd (US Hwy 50).

Summary of Findings and Conclusions: The proposed project consists of rehabilitation work on an existing hotel for the use as interim housing for persons experiencing homelessness. No changes to the land use, density or footprint of the existing buildings would occur. Completion of this categorical exclusion environmental review and associated consultation confirms that the proposed project would not have a significant environmental impact and that further assessment is not necessary.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Clean Air Act	Documentation and evidence of compliance with El Dorado County Air Quality Management District Fugitive Dust and Asbestos Rules (Rule 223 and 610).
24 CFR Part 35, Lead Exposure in Construction Industry Standard is applicable to the proposed action (29 CFR 1926.62), Title IV of the Toxic Substances Control Act, Residential Lead-Based Paint Hazard Reduction Act of 1992	Documentation and evidence of compliance with HUD lead-based paint (LBP) poisoning prevention rules at 24 CFR Part 35, OSHA Lead Exposure in Construction Industry Standard (29 CFR 1926.62), Title IV of the Toxic Substances Control Act, and Residential Lead-Based Paint Hazard Reduction Act of 1992.

Determination:

☐ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR

☒ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR

☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Hilary Roverud Date: 9/15/21

Name/Title/Organization: Hilary Roverud, Director of Development Services, City of South Lake Tahoe

Responsible Entity Agency Official Signature:

Joseph Irvin Date: 9/16/2021

Name/Title: Joseph Irvin, City Manager

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5

Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: City of South Lake Tahoe Bear's Den Inn Rehabilitation – Grant Administration

Responsible Entity: City of South Lake Tahoe

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CDBG CV 2/3, City of South Lake Tahoe, California

Preparer: Hilary Roverud, Director of Development Services

Certifying Officer Name and Title: Joseph Irvin, City Manager

Consultant (if applicable):

Project Location: 2250 Lake Tahoe Blvd, South Lake Tahoe, CA 96150

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]**:**
CDBG CV-2/3 grant administration for the following project:

Rehabilitation of a hotel used for interim housing for the homeless to include:

- Parking and path of travel accessibility
- Lobby accessibility
- Renovations to two units with accessible mobility features, one to include accessible communication features
- Carbon Monoxide and smoke detection for all units
- Removal of motel sign
- Accessible parking stalls
- Fire/Life Safety Improvements
- General Maintenance and Repair

Project Name | Project Locality and State | HEROS Number

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): Administrative activities_

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

_____

Funding Information

Grant Number	HUD Program	Funding Amount
CDBG CV-2/3	CDBG	$65,732.00

Estimated Total HUD Funded Amount: $

Activity Delivery	$439,900.00
General Administration	$65,732.00
Total	$505,632.00

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable)**: None**

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**: $505,632.00**

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		

Project Name | Project Locality and State | HEROS Number

Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes ☐ No ☒	Not within an approach zone of the Lake Tahoe Airport
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	Project does not affect the Coastal Barrier Resources System
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	Project not within a Special Flood Hazard Zone (FIRM Panel 06017CO386F, effective 4/3/2012)

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: Hilary Roverud Date: 9/15/21

Name/Title/Organization: Hilary Roverud, Director of Development Services, City of South Lake Tahoe

Responsible Entity Agency Official Signature:

Joseph Irvin Date: 9/16/2021

Name/Title: Joseph Irvin, City Manager

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Tribune TAHOE DAILY

Invoice

913-210-0941
help@column.us

Invoice number	E8732541-0001
Date of issue	Sep 20, 2021
Date due	Oct 20, 2021
Notice Id	QKlobuZs0Jct4zfIaqky
Publisher	Tahoe Daily Tribune

Bill to
CITY OF SOUTH LAKE TAHOE/PLANNING

$276.54 due October 20, 2021

=== Notes ===

Notice Name: CV-2/3 NOI RRF_20210924

=== How to pay this invoice ===
PLEASE NOTE OUR ADDRESS CHANGE. We accept ACH bank transfers, debit/ credit cards, and checks. If you would like to pay by check, please make it out to **Column, PBC** and write **your invoice number** in the memo line. Send via USPS to:

Column, PBC
PO Box #33338
Washington, DC 20033

We suggest reviewing your newspaper's requirements around up-front payments. If the paper requires payment before publishing notices, we cannot guarantee that your check will be received and processed before your notice's first scheduled publication date.

Please allow up to 25 days for your check to be received and processed. If more than 25 days have passed since you mailed your check, feel free to reach out to us requesting an update.

Please note that, once paid, the merchant name on your billing statements will be Column Software PBC.

Description	Qty	Unit price	Amount
09/24/2021: Other Notice	1	$232.54	$232.54
Affidavit flat charge	1	$4.00	$4.00
Internet Flat Fee Charge	1	$40.00	$40.00

Pay $276.54 via ACH or card

Visit https://www.column.us/invoices/UFzgEeGDKhmIfFJnu0E4/pay

Questions? Contact Column at help@column.us or call at +1 202-713-5613.

Subtotal	$276.54
Tax (0%)	$0.00
Amount due	$276.54

Pay $276.54 via ACH or card

Visit https://www.column.us/invoices/UFzgEeGDKhmIfFJnu0E4/pay

Questions? Contact Column at help@column.us or call at +1 202-713-5613.

DOB Tracking

City of South Lake Tahoe			Bears Den Inn				
Duplication of Benefits Tracking		Sources				Budget Gap/	
Uses (line item budget)	Total Activity Cos	Homekey	Enterprise Fund	CDBG CV 2/3	Program Incom	Duplication of Benefits	
[Activity Costs Category 1 (i.e. Activity Delivery, Materials, Labor)]							
Acquisition	$2,600,000	$2,600,000	$0	$0	$0	$0	
General Maintenance Materials	$10,000	$0	$10,000	$0	$0	$0	
Furnishings and Appliances	$3,000	$0	$3,000	$0	$0	$0	
Supportive Services Supplies	$3,087	$0	$3,087	$0	$0	$0	
Executive Director (0.15 FTE x $49hr + 25% Fringe)	$19,110	$0	$19,110	$0	$0	$0	
Director of Housing (0.2 FTE x $43.50hr + 25% Fringe)	$22,620	$0	$22,620	$0	$0	$0	
Director of Services (0.20 FTE x $37.50hr x + 25% Fring	$19,500	$0	$19,500	$0	$0	$0	
Stabilization Team Lead (0.33 FTE x $29hr + Fringe)	$24,882	$0	$24,882	$0	$0	$0	
Client Services Coordinator (0.25 FTE x $21hr + Fringe)	$13,650	$0	$13,650	$0	$0	$0	
Site Host (1 FTE x $16/hr + 25% Fringe)	$41,600	$0	$41,600	$0	$0	$0	
Maintenance Manager (0.20 FTE x $33hr +25% Fringe)	$25,700	$0	$25,700	$0	$0	$0	
Property Administrator (0.20 FTE x $21hr + 25% Fringe)	$10,920	$0	$10,920	$0	$0	$0	
Director of Administration (0.15 FTE x $31hr + 25% Fring	$12,090	$0	$12,090	$0	$0	$0	
Maintenance Technician (0.10 FTE x $24hr + Fringe, 0.	$17,841	$0	$17,841	$0	$0	$0	
Office Supplies and Equipment	$3,000	$0	$3,000	$0	$0	$0	
Insurance	$12,000	$0	$12,000	$0	$0	$0	
Utilities	$25,000	$0	$25,000	$0	$0	$0	
Professional Design Services	$88,000	$0	$0	$88,000	$0	$0	
Labor Costs	$263,925	$0	$0	$263,925	$0	$0	
Construction Materials	$87,975	$0	$0	$87,975	$0	$0	
[Line Item]	$0	$0	$0	$0	$0	$0	
Total	**$3,303,900**	**$2,600,000**	**$264,000**	**$439,900**	**$0**	$0	
ty Costs Category 2 (i.e. Activity Delivery, Materials, Labor)]							
General Administration							
City of South Lake Tahoe staff	$10,000.00	$0.00	$0.00	$10,000.00	$0.00	$0.00	
Tahoe Coalition for the Homeless staff	$55,732.00	$0.00	$0.00	$55,732.00	$0.00	$0.00	
Total	**$65,732.00**	**$0.00**	**$0.00**	**$65,732.00**	$0.00	$0.00	
Activity Total	**$3,369,632.20**	**$2,600,000.00**	**$264,000.20**	**$505,632.00**	**$0.00**	$0.00	

SAMPLE

City of Town			Food Bank					Helping Hands Mission					
Duplication of Benefits Tracking		**Sources**											**Budget Gap/**
Uses (line item budget)	**Total Activity Costs**	**CARES Act**	**Donations**	**Mission Fndn.**	**DHSS**	**FEMA**	**General Fund**	**[Source 7]**	**[Source 8]**	**[Source 9]**	**CDBG-CV1**	**CDBG PI**	**Duplication of Benefits**
Food and Delivery Costs													
Canned Food	$ 25,000.00	$ -	$ 1,500.00	$ 5,000.00	$ 15,000.00	$ -	$ -	$ -	$ -	$ -	$ 3,500.00	$ -	$ -
Perishible Food	$ 50,000.00	$ -	$ 2,500.00	$ 5,000.00	$ 35,000.00	$ -	$ -	$ -	$ -	$ -	$ 7,500.00	$ -	$ -
Boxes/Bags	$ 1,500.00	$ -	$ -	$ 1,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Delivery Fuel	$ 7,500.00	$ -	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,500.00	*$ 1,000.00*
Vehicle Costs	$ 9,000.00	$ -	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000.00	$ -	$ (500.00)
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ 93,000.00**	**$ -**	**$ 4,500.00**	**$ 12,500.00**	**$ 50,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 19,000.00**	**$ 7,500.00**	***$ 500.00***
Activity Delivery (Helping Hands Mission Staff Costs													
Delivery Staff	$ 60,000.00	$ -	$ -	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ -	$ -
Packaging Staff	$ 55,000.00	$ -	$ -	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ -	*$ 5,000.00*
HHM Management Staff	$ 125,000.00	$ -	$ -	$ 25,000.00	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ 27,000.00	$ 15,000.00	$ (8,000.00)
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ 240,000.00**	**$ -**	**$ -**	**$ 45,000.00**	**$ 50,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 127,000.00**	**$ 15,000.00**	**$ (3,000.00)**
General Administration													
City of Town Staff	$ 45,000.00	$ -	$ -	$ -	$ -	$ -	$ 23,000.00	$ -	$ -	$ -	$ 20,000.00	$ 2,500.00	*$ 500.00*
Grant Consultant	$ 10,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000.00	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[Line Item]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ 55,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 23,000.00**	**$ -**	**$ -**	**$ -**	**$ 30,000.00**	**$ 2,500.00**	***$ 500.00***
Activity Total	**$ 388,000.00**	**$ -**	**$ 4,500.00**	**$ 57,500.00**	**$ 100,000.00**	**$ -**	**$ 23,000.00**	**$ -**	**$ -**	**$ -**	**$ 176,000.00**	**$ 25,000.00**	**$ (2,000.00)**

Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs

FINANCIAL MANAGEMENT

GRANT FUNDING AND COMPLIANCE POLICY

The purpose of this document is to establish uniform guidelines for oversight of the City of South Lake Tahoe in the pursuit of grant related revenue. Adherence to the following policies and procedures promote increased efficiencies, transparency, accountability to ethical standards, and a strategic approach to funding opportunities, which generally enable the City to be more competitive in securing grant funding. All City personnel utilizing or seeking Grant funding for City business purposes are responsible for knowing and following this policy.

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1. GENERAL STANDARDS

Grant funding allows the City to supplement local public funds to increase the efficiency and impact of programs, projects, and services provided to the community; therefore the effect of grant funding and the process that governs it is significant.

Grants are not "free money". A grant is a **financial award** provided by a federal, state, local government, or other organization to fund specific, beneficial, goals, objectives, and/or legislative initiatives through legal, contractual, and binding grant agreements. Because government grants are funded by tax dollars, they include stringent compliance and reporting measures to ensure the money is well-spent. Careful consideration and analysis should be given prior to applying or accepting these funds.

This policy describes the City's grant management and administration procedures and intends to do the following:

- Promote the use of best practices
- Promote sound financial management
- Promote efficiency and effectiveness in grant funded projects and programs
- Ensures the grant related activity is consistent with City's strategic priorities
- Ensures the integrity of the City's good standing among granting agencies
- Ensures accountability for financial and programmatic elements of grant administration and management

Adoption and Implementation: The City Council is responsible for adopting the City's Grant Funding and Compliance Policy and for approving any significant policy revisions. The City Manager, or his/her designee, is responsible for developing administrative procedures to implement this policy. In this role, the City Manager is authorized to make minor administrative changes in the guidelines without significant policy impacts.

Public Records Requirement: All documents related to Grant applications, contracts, expenditures, revenues, and grant compliances are public records and may be subject to disclosure under the California Public Records Act (Government Code §6250-6270).

Conflicts of Interest: An officer or employee of the City acting or appearing to act on behalf of someone other than the City; or in carrying out duties has or appears to have a self-interest from which a personal profit or gain is realized or that is actually or potentially adverse to the best interests of the City.

Conflicts of interest and the *appearance* of a conflict of interest can damage the reputation, credibility, and trust of the City. These situations may involve ethical, legal, or other issues and City officials and employees should be diligent in the identification of potential conflicts when working in any capacity with proposed or funded grant activity involving the City.

No officer or employee of the City shall have any interest, financial or otherwise, direct or indirect, or have any arrangement that may reasonably be expected to bias the design, conduct, or reporting of a city grant funded project.

It shall be the responsibility of the Grants Project Manager for each particular grant funded project to ensure that in the use of project funds, officials or employees of the City and nongovernmental recipients or sub-recipients shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person or organization
- Losing complete independence or impartiality
- Making an official decision outside official channels
- Adversely affecting public confidence in the City and the grant funded program
- Or any other Conflict of Interest outlined per the specific grant agency

Employees and City Officials are responsible for exercising good judgment in applying, approving, requesting, managing and administering grant funds. Accordingly, the basic standard should prevail to provide prudent stewardship of public funds, the City's resources, and granting agency compliance.

2. GRANT APPLICATION

2.1 GRANT PLANNING AND OPPORTUNITIES

Each respective department within the City may research and identify grant opportunities to facilitate City Council's strategic goals, objectives, and initiatives as well as department work plans, to provide supplemental or alternative funding sources to public projects, capital expenditures, or operating programs and expenses.

Once grant opportunities are identified, employees are responsible for obtaining approval from their Department Head to pursue review of such funding. Gathering information beforehand will help ensure success in meeting a tight deadline. Coordination with the Finance Department, specifically the Associate Management Analyst responsible for Grants Management and serving as Grants Manager is encouraged to facilitate the process. Following are necessary components in pursuit of a competitive grant application:

1. A list of approved projects/programs meeting the needs of the Department as well as City Council priorities (ex. CIP, Master Plans, EIP, Community Plans etc.)
2. Project/program descriptions, goals and objectives
3. Project timelines, estimated costs, project budgets
4. Matching fund contribution and fiscal impacts

2.2 DETERMING ELIGIBILITY

To determine eligibility for grant funding;

1. Review grant guidelines, specifications, and requirements
2. Coordinate with key personnel for staff and Departmental impacts as well as Finance to access fiscal impact
3. Applications should be evaluated for administrative burden, compliance cost, city match requirements, long term costs, and operation and maintenance costs
4. In the event the cost to the City exceeds the amount received from the grant, the Department should seek approval from Finance as well as the City Manager to pursue the grant further
5. Department Head shall assign a Project Manager to manage the grant project, program, and department grant compliances
6. If an outside consultant is hired to assist with grant writing or project management; the Director will assign a staff member responsible for overseeing the consultant contract and ensuring grant compliance

2.3 CITY COUNCIL APPROVAL TO APPLY

City Council approval to **submit an application** is required for **ALL** Grant Applications. A detailed staff report and a resolution (if required) should be brought forth to City Council for Council approval/adoption. The staff report should include the following information:

1. Project and grant details
2. Budget summary
3. Administration requirements and funding source
4. Match requirements
5. Compliance requirements
6. Grantee responsibilities
7. Maintenance and operations requirements
8. Long-term costs including staffing needs after the expiration of the grant

Background: should summarize and detail the need for the project or program and which priorities will be met. Provide grant agency information.

Issue and Discussion: should summarize the proposed project or program, including all departmental impacts, goals and objectives and benefits or impacts to the City.

Financial Implications: should detail all fiscal impacts, long-term costs, matching contributions, operation and maintenance costs, budget availability or budget constraints.

In the event the application deadline does not allow the necessary lead time for City Council approval; and prior Council approval is not a requirement of the application; the Department Director should ensure the approval of the City Manager ***prior*** to submitting the application, and will bring the item before council to the next appropriate meeting.

2.4 SUBMITTING GRANT APPLICATION

Following City Council approval, a completed grant proposal may be submitted by the department overseeing the project or program. The Project Manager and/or Grants Manager will follow the grant guidelines, and requirements to review and submit a complete and competitive grant proposal.

Budget Summary: When determining the budget for the grant application all of the project expenses must be included in the application. This includes:

1. Total cost of the project
2. Project management and oversight, staff time, administration
3. Expenses that arise as a result of your project
4. City share of costs where applicable
5. Operation and maintenance, long-term or ongoing costs

3. GRANT ACCEPTANCE

3.1 APPROVAL PROCESS

Upon Grant approval the Department will receive a grant award letter from the funding agency detailing the measures necessary to accept the award. The city should also receive a finalized grant contract which will become a binding agreement. The grant contract and **all compliance measures** should be reviewed by the Grants Manager, Project Manager, and the Department Director. Grant Manager reviews the grant contract to ensure ability to maintain compliance, and the Director will ensure the department's capability to comply with the contract and will make the appropriate recommendation to City Manager and City Council.

3.2 CITY COUNCIL APPROVAL TO ACCEPT AWARD

The final step in the approval process is taking the awarded grant contract and funding acceptance, to the City Council for approval. ***Staff report*** should include:

1. Details of the grant contract, project/program and all compliance required
2. Must specify acceptance of the grant award, as well as the details necessary to load the grant funding into the City's Budget
3. Anticipated revenues, along with balanced associated expenditures with account numbers must be outlined in detail in the staff report and resolution. (Expenditures cannot exceed revenues)
4. All pertinent documentation should be attached, including the grant contract
5. Provide a copy of the signed Council Resolution to the Grant Manager to ensure the funds are appropriated into the budget and begin tracking procedures

3.3 EXECUTION OF AWARD

The Grant Contract is fully executed and the funds can be spent when the following steps are complete:

1. Granting Agency signs the grant contract and specifies the dates of the "term of the agreement"
2. Grant Contract has been approved through City Council
3. City's Authorized Signatory signs the grant contract
4. Grant revenues and expenses have been loaded into the appropriate account within the City's Budget

Grant funding cannot be spent prior to approvals and a grant award notification is received from the Granting Agency. The Granting Agency typically sends the Department the original, signed, and fully executed, Grant Agreement. The Department will forward the original copy to the City Clerk as well as a copy to the Grant Manager. A copy needs to be kept within the department in a centralized file for future reference.

Authorized Signatory Responsibility: All Grant applications require an Authorized Signatory on behalf of the City. The Authorized Signatory is usually the Mayor, City Manager, or the Department Director. The signature legally binds the City to all terms and conditions within the grant agreement regardless of whether; the city is the main beneficiary of the funding; the city has applied on behalf of another agency for pass through funding; or the city has hired an outside agency to oversee and manage the project.

4. GRANT MANAGEMENT AND COMPLIANCE

4.1 ROLES AND RESPONSIBILITY

The following shall describe responsible parties for activities surrounding the submittal, implementation, maintenance, reporting and other related duties for grant funded projects by or on behalf of the City of South Lake Tahoe. The full development of a project or program requires the assistance and support from all affected departments.

Financial Services Department

The ***Associate Management Analyst*** in Finance will serve as the ***Grants Manager*** and is the primary person responsible for providing city-wide coordination and monitoring of grants. This individual is responsible for ensuring the City's grants management and compliance program is current and effectively fulfills the compliance requirements of the City's policies and external granting agencies and is available for assistance and guidance for a successful proposal.

The Grants Manager is responsible for:

1. Researching grant opportunities and notifying departments of such opportunities
2. Acting as a liaison between departments and funding agency personnel
3. Assisting staff, adhering to grant guidelines, policies, and deadlines

4. Assisting departments with City Council agenda items regarding applying for grants, accepting awards, and appropriating the grant budgets and/or reviewing agenda items related to grants prior to submission
5. Receiving a copy of the grant award and maintaining a grant file; tracking grant activity at all stages of the grant cycle. Maintain master files of "open" and "closed" grants in accordance with retention requirements
6. Developing and conducting grants administration training and assistance to staff pertaining to grant management and compliance
7. Ensuring the departments track and report programmatic and financial grant activity in a timely manner in accordance with grant agreement, providing the proper account codes as budgeted
8. Coordinating with Department Head, Project Manager and Finance personnel to gather all information required to meet grant funding requirements; including contracts, professional agreements and proper invoicing from vendors
9. Preparing and submitting grant reimbursement requests, financial reports, and final financial reconciliation and closing reports
10. Monitoring and tracking cash flow and accounts receivable
11. Preparing Schedule of Expenditures of Federal Award for the Single-Audit requirement
12. Acts as a liaison between auditors, granting agency, and department personnel

<u>City Departments</u>

The ***Department Director*** is responsible for programmatic and fiscal responsibilities for the designated department. This individual ensures adequate staff and infrastructure are provided for the appropriate performance of grant award management and provides oversight of staff identified as key personnel on grant awards.

Department Director is responsible for:
1. Ensuring adequate management of programmatic and fiscal aspects of the grant awards
2. Assigning staff to adequately manage the grant awards
3. Managing general departmental-level support activities related to grants management
4. Approving submittals and proposed programmatic and fiscal changes to the grant
5. Reviewing budget amendment requests if they affect commitments by the department
6. Ensuring cost sharing dollars are available and the budget is adequate relative to the project scope and its justification is appropriate

The Department ***Project Manager*** is the primary person responsible for the programmatic activities on a project/grant. Although some tasks may be delegated, the Project Manager is the chief accountable person and bears responsibility for the overall administrative and fiscal conduct of the grant award for meeting the terms and conditions of the award and for representing the project to the granting agency.

The Project Manager is responsible for:
1. Preparing the grant proposal, with an emphasis on the technical details, scope of work and budgetary components; coordinate with Grants Manager for fiscal impact and assistance.

2. Forwarding all grant agreements and documentation to the Grants Manager for review prior to execution by the proper City officials; prepare City Council agenda items, staff reports, resolution (if required), and requesting that budget be established and approved prior to expenditures being made
3. Modify and monitor the project budget, scope of work, and ensuring the appropriate charging of expenditures to the project in compliance with grant award
4. Appropriately managing the programmatic aspects of the project, monitoring expenditures to ensure grant funds are spent in accordance with the approved budget
5. Approving all grant expenditures and payment request, utilizing appropriate account numbers and ensuring budget. Submit to Department Director for approval
6. Working with the Grants Manager to ensure the completeness, accuracy, and timeliness of programmatic and financial reports submitted to the granting agency
7. Prepares project reporting, progress reports, final reports, monitoring reports
8. Ensures Finance Department receives copies of pertinent information, documentation, reports or correspondence with the granting agency
9. Ensuring contractors, subcontractors, consultants have complied with the appropriate work in a timely manner and in accordance with technical, financial, and other requirements of the award, as well as reviewing their invoices for accuracy and grant compliance
10. Adhering to the terms of the grant agreement and policies and notifying the Grants Manager if changes are needed
11. Follows State, Federal and City procurement and contract policies in the utilization of grant funding
12. Complying with Single Audit Act requirements; providing documentation for audit requests; and adhering to audit recommendations

4.2 GRANT PROCUREMENT

The purchase of goods, materials, supplies, equipment, services, and non-public contracts must follow the City Procurement Policies and Procedures as well as the City's Purchasing Ordinance (SLTCC § 3.45) adopted by City Council. Public Contracts and Public Projects must adhere to Public Contracts and the Uniform Public Construction Cost Accounting Act as adopted by City Council (SLTCC § 3.45 Article II).

Federal Awards, Cooperative Agreements, or State Awards utilizing Federal Funds must also follow the General Procurement Standards in the Code of Federal Regulations (CFR); Title 2: Grants and Agreements section §200.318 through §200.326. These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; or contact Grants Manager for additional information (ext. 7410).

Grant Awards and Cooperative Agreements utilizing funds through Caltrans must follow the Local Assistance Procedures Manual (LAPM, particularly Chapters 5 and 16. These guidelines can be found at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm or contact Grants Manager for additional information.

Suspension and Debarment: ALL **Federal Awards** used to procure vendors providing services to the city in excess of **$25,000.00** must maintain evidence of vendor **"Suspension and**

Debarment" verification through the "Systems for Awards Management (SAM). Print or save a copy of verification and submit it to Finance or contact Grant Manager to obtain a copy. This requirement must also be included in your Contract, Professional Services Agreement, or PO. (Refer to Purchasing Policy for boiler plate "Suspension and Debarment" language).

4.3 COMPLIANCE STANDARDS

The City "shall at all time exercise responsibility over the implementation of the project" and is held liable for all provisions set forth in the agreement, as quoted from a current grant contract. Therefore, it is imperative that all departments involved, as well as the Authorized Signatory, fully understand the conditions of the grant agreement and follow the compliance measures put into place. This will further ensure the integrity of the City's commitment to the Grantor, help maintain audit compliance, and avoid grant fraud speculation.

Non- compliance; non-compliance findings can result in loss of final retention reimbursement, terminating the grant agreement, repayment of funds, suspension or debarment from receiving future grants, and/or implementation of grant special conditions.

Evidence that an organization has grossly ***misused funds*** or committed ***fraudulent activity***, can result in civil actions against the City and/or City Officials and Personnel to include:

1. Recovery of funds up to triple damages
2. Criminal remedies including arrest
3. Prison sentences
4. Seizure of assets
5. Monetary fines.

Falsification of Documentation- Submitting fraudulent receipts, falsifying an application, or report will result in disciplinary action and may lead to termination of employment and/or criminal action.

The City of South Lake Tahoe reserves the right to deny request of reimbursement for expenses that are considered lavish, extravagant, or are unsupported by required documentation. Unusual expenses incurred due to special circumstances must be approved by the City Manager and the granting agency, if those expenses do not violate Federal or State requirements.

5. GRANT ACCOUNTING

After award acceptance, the Grant Manager will maintain documentation begin proper tracking and monitoring of the new grant. The Project Manager will monitor and manage the consultant and/or contractor contracts, and track the project budget.

1. Before initiating a contract, purchase order, agreement with a service provider, professional services agreement, or other expense; review the Grant Agreement for **terms and conditions**
2. Compliance must be maintained with City policy, the Grant Award, and State and/or Federal Policies. Follow the most stringent procedures to ensure all compliances are being met
3. Before entering into agreements with vendors or contractors, verify that the provider or business has a **valid City Business License**
4. Staff and/or contractors, consultants or service providers utilizing grant funding must disclose all relevant **conflict of interest** or criminal violations in writing to the appropriate granting agency and follow the guidelines as outlined in the City Council adopted resolution #2016-69
5. Grant expenditures must be expensed as detailed in the grant application, grant contract and as approved in the City Annual Budget
6. Consultant/contractor/vendor invoices must be thoroughly reviewed by Project manager for compliance with City and Grant Procurement, Federal compliances and Public Contract Code prior to authorization for payment
7. If conditions of the Grant Contract are not met; the **Grantor is under no obligation to disburse funds or reimbursement.**
8. ALL **Federal Awards**, Cooperative Agreements, or State Awards utilizing Federal Funds must follow the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter 1, Chapter 2, Part 200). These guidelines can be found at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

5.1 MONITORING THE BUDGET

Funds must be spent in the manner approved by the Granting Agency and City Council. The **Project Manager** is responsible for:

1. Monitoring the project budget and city staff time budget
2. Monitoring sub-contractors, sub-recipients, service providers
3. Monitoring budgets for contractors, consultants, and professional service agreements
4. Reviewing invoices for payment; specifying appropriate account numbers.
5. Timely submittal of invoices for payment ensuring adequate cash management

The **Grants Manager** is responsible for:

1. Monitoring expenses after payment to ensure compliance between the grant budget and the City's budget.
2. Preparing and submitting grant payment requests, managing receivables, and cash flow
3. Preparing and/or reviewing Staff time, administration, and activity delivery
4. Tracking expenses and revenues in accordance with Grant Contract.
5. Providing direct communication with granting agencies and city departments.

Adjustment between budgeted line items to the approved grant budget; must be approved by the Granting Agency in the manner stated in the Grant Agreement. Concurrently, the Department Director should request a budget adjustment via e-mail to the Finance Department.

Adding additional budget to an approved grant or reducing budget or scope via a Grant Amendment must follow procedures and request council approval accepting the additional funding and loading the budget or reducing the budget and accept reducing the scope of the project.

5.2 CASH MANAGMENT

To minimize time lapsing between outlay of city funds and receipt of grant funds, timely review, approval, and submittal of vendor invoices and grant reimbursement requests is imperative.

1. Invoices and receipts must be paid and a check cut to the vendor prior to requesting reimbursement; therefore timely submittal of invoices is required
2. All work performed and items purchased within a fiscal year; must be **paid within the fiscal year the work was performed** (This is an audit requirement)
3. Provide a brief explanation/justification on the delay of pay requests for invoices submitted for payment 45 days or more beyond the date of the invoice; this will help provide information to auditor, or Grantor
4. When submitting invoices (over $250,000) for payment, notify Accounts Payable and Grants Manager to manage bank balance cash flow and expedite grant reimbursement

5.3 REIMBURSEMENT REQUESTS

Most grant reimbursements must be submitted in arrears. The city must first expend the funds; pay the invoice and request reimbursement after payment has been finalized. Grant reimbursements will be requested in the manner set forth in the grant agreement and as frequent as permitted when expenditures dictate.

- Grants Manager will be responsible for preparing the reimbursement request, or reviewing the request before submitting to the Granting Agency.
- Invoices must be paid in a timely manner and distributed in the General Ledger prior to reimbursement requests.
- Once the billing is complete, it will submitted to the Authorized Signatory for review and approval.
- This review enables an examination of expenditures, proper account numbers, staff time accuracy, and project deliverables.
- After the billing is signed, the Grants Manager will submit as required in the Grant Agreement.
- The revenue is entered into accounts receivable and tracked by the Grants Manager to ensure receipt.

5.4 STAFF TIME/ ADMINISTRATION

Follow grant guidelines in determining eligibility of charging staff time to the grant or using staff time as the City's match or cost share. Employee rates provided should be directly from employee payroll at current actual hourly rates and remain in effect until such changes are submitted through a "change of status" to Human Resources, or a change to the employee "MOU" within the city.

- Grant timesheets (provided by Finance, Grant Manager) must be used when charging staff time to a grant
- The Grant timesheet must represent the actual hours worked in a pay period and account for the grant hours within that pay period
- Department Head and employee must approve the grant timesheets at the end of the pay period and submit the timesheets to the Grant Manager
- Grant Manager will calculate the staff time directly from the pay period payroll documentation
- Compensation for personnel services on federal grants must be based on payroll documented through standard City policy and procedures. The consequences of noncompliance with employee time and effort certification may be the disallowance of such charges to the grant
- Federal grants require accounting for 100% of one's time even if all of one's time is not allocated to the grant project (2 CFR 200.430)
- Wages of employees used in meeting cost sharing or matching requirements of federal awards must be supported in the same manner as those claimed as allowable costs under federal awards

5.5 INTERNAL CONTROLS

Expenditures

When an invoice is received for a grant funded project, the workflow for payment shall be as follows:

1. Reviewed by Project Manager and back-up documentation verified
2. Approved by Department Head or Authorized Signatory per Procurement Policy
3. Submitted to Accounts Payable for entry and procurement documentation verified
4. Vendor checks are printed by Revenue Accountant, posting payment to the General Ledger (GL)
5. GL detail is reviewed by Grants Manager for grant reimbursement preparation
6. Grant Manager prepares reimbursement request according to grant budget and agreement terms, as well as information provided from Project Manager below.

To assure the invoice gets paid from the proper grant and project; the Project Manager shall:

1. Determine available budget within vendor contract as well as city financial system

2. Specify the grant name, agency, and grant number on the pay request or invoice
3. Specify whether the invoice is 100% reimbursable or what portion is reimbursable through which revenue sources assigned to project
4. Specify the amount and revenue source when splitting an invoice between multiple grants or revenue sources
5. Be specific when paying an invoice between multiple account numbers
6. Make a notation of the account number, name and grant number on the receipt of an expense being paid with a City Cal Card or petty cash

Revenues

When a Reimbursement Request is submitted it is:

1. Prepared by Grants Manager after verifying account numbers, budgets, proper grant documentation, matching documentation and back up
2. Approved and signed by Authorized Signatory per grant Agreement
3. Submitted and entered into Accounts receivable by Grants Manager
4. Funds are received and deposited by Revenue Supervisor
5. Deposit is reviewed and reconciled into the GL System by Revenue Accountant

6. POST AWARD

6.1 CLOSEOUT

After completion of all required performance period activities, the Administering Department and Finance shall perform grant closeout tasks in accordance with Federal CFR §200.343, or corresponding State regulations, and/or contractual requirements.

1. The Project Manager is responsible for final performance reports and programmatic reporting required by the terms and conditions of the award and shall provide copies to the Grants Manager in Finance
2. The Grants Manager is responsible for final financial reports and final reimbursement as required by the terms and conditions of the award
3. The Project Manager and Grant Manager are responsible for collecting and maintaining all appropriate back up documentation for performance, financial, and final reports
4. The Administering Department and Finance shall ensure that all financial activities are recorded, that revenues balance to expenditures, and that revenues and expenditures balance to budget figures
5. The Administering Department and Finance are responsible for ensuring their **records retention** follows the compliance in the grant award or at a minimum is held 5 years after final close date of award.

6.2 AUDIT

All Granting Agencies reserve the right to call for a program audit or a financial audit at any time between execution of the agreement and the completion or termination of the project.

All non-Federal entities that expend $750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. The City exceeds the $750,000 threshold and is subject to this required Audit annually.

Federal Single Audit Act and annual reporting requirements are contained in 2 CFR Part 200 Subpart F (200.5 Compliance and Audit Requirements.) It is important that all grant activity and any changes to the grant are well documented to facilitate any audit. Audit findings made during the audit are provided to the grantor, which could prompt an audit by the grantor.

The following activities are the fourteen types of compliance requirements considered in every audit conducted under 2 CFR Part 200 Subpart F, and many are described throughout this policy:

1. Activities: Allowed or Unallowable
2. Allowable Costs/Cost Principles
3. Cash Management
4. Compliance with Terms & Conditions (e.g. Davis-Bacon Act)
5. Eligibility
6. Equipment and Real Property Management
7. Matching, Level of Effort, Earmarking
8. Period of Availability of Federal Funds
9. Procurement, Suspension and Debarment
10. Program Income
11. Real Property Acquisition and Relocation Assistance
12. Reporting
13. Subrecipient Monitoring
14. Special Tests and Provisions

The Administering Department and Finance are responsible for ensuring their records are maintained in accordance with applicable City policy, State law, and Federal regulations and maintain compliance with Federal Code 2 CFR Part 200.

- Project Manager is responsible to provide all programmatic and procurement documentation requested by a Granting Agency or Auditor

- Grant Manager is responsible to provide all fiscal documentation requested by a Granting Agency or Auditor

Cheyenne Purrington

SKILLS SUMMARY

- Organizational leader with 15+ years experience supporting high performance in diverse teams
- Key roles in strategic planning, change management, and organizational development processes
- Collaboration with diverse stakeholder groups including nonprofit, public, and private groups
- Creative approaches to strategic visioning, phased planning, and complex problem solving
- Strong in program development, project management, team training, and executive coaching
- Focus on vulnerable populations and managing affordable, supportive, and transitional housing

PROFESSIONAL EXPERIENCE

Executive Director | Tahoe Coalition for the Homeless *South Lake Tahoe, CA | 2020 to present*

- Provide strategic leadership to small nonprofit organization focused on homeless services
- Oversee range of programs including navigation services, case management, street outreach, emergency shelter, supportive housing, coordinated entry, training, and technical assistance
- Initiated local Project Roomkey program and expanded emergency shelter operations to 24/7
- Successfully applied for $7.5m in Project Homekey funding, oversaw acquisition of three (3) motel properties, and secured ~$1m in capitalized operating subsidies from philanthropic partners
- Increased annual operating budget from ~$125k to ~$750k within first 12 months in role
- Increased staffing capacity from 2 FTEs to more than 20 full- and part-time team members
- Developed administrative infrastructure to support expanded program suite and operational scale
- Directly oversee team of four (4) department directors, provide daily supervision and coaching

Principal Consultant | Threshold Consulting *Remote | 2015 to present*

- Provide strategic, technical, and hands-on guidance to a range of communities and organizations
- Selected to develop and implement a comprehensive repositioning project to ensure long-term operational stability and viability of a $200M real estate asset supportive housing portfolio
- Developed regional framework for Santa Clara County to create unconventional housing and shelter to reduce street homelessness and increase service channels into supportive housing
- Designed Housing and Homelessness policy curriculum for inclusion in college-level coursework
- Recent clients include Santa Clara Housing Authority, Agency on Aging Area 4, Abode Services, Midpen Housing, Community Housing Partnership, St. Francis Living Room, and Steinberg Institute.
- Speaking engagements at Stanford University, Mills College, UC Berkeley, Zendesk, and LinkedIn

Chief Portfolio Officer | Community Housing Partnership *San Francisco, CA | 2017 to 2019*

- Responsible for diverse staff of 125+ people working 24/7 to support more than 1,500 residents
- Reduced portfolio-wide vacancies by 15% to <3% and brought all tenant recertifications current
- Reduced property operating expenses by >$1k Per Unit Per Year by consolidating contracts, reducing vendor reliance, line staff budget training, and layering variance reporting approvals
- Developed and implemented a strategy to fully fund all deficit capital and operating reserves ($1M)
- Raised $250k of targeted investment funds for portfolio conversion to Yardi Voyager database
- Restructured department and mentored junior management team into key leadership positions
- Drafted operations manuals: Asset Management, Portfolio Finance, Site Operations, and Facilities

Strategic Initiatives Manager | Community Housing Partnership *San Francisco, CA | 2014 - 2015*

- Embedded strategy advisor reporting directly to the Executive Team on major change initiatives
- Conducted diagnostic interviews, mapped data flows, indexed data points, and cleaned data
- Streamlined and redesigned forms for social enterprise, human resources, and facilities teams
- Introduced organizational learning, human-centered design principles, and prototyping processes
- Developed project management toolkit for use by staff undertaking key strategic projects
- Responsible for general oversight of key projects stemming from strategic planning process

Property Supervisor | Tenderloin Neighborhood Development Corp. *San Francisco, CA | 2011 - 2014*

- Oversaw daily operations of 10+ affordable and supportive housing sites throughout San Francisco
- Programs included HUD, TCAC, DAH, LOSP, S+C, HOPWA, VASH, MHSA, and Section 8 vouchers
- Partnerships with key providers, including DPH-HUH, DAH, Larkin Street, LSS, MOHCD, and SFHA
- Co-authored Joint Operations Manual for guiding property management and services staff work
- Led development of sustainability program, including trainings, manuals, and evaluation tools
- Converted all janitorial products to Green Certified suite, reduced expenditures by $100k
- Generated $75k in grants for sustainability initiative and operational manual development

VOLUNTEER ACTIVITIES

Board Member | Housing Consortium of the East Bay *Oakland, CA | 2015 - present*

- Serve on small working board to provide strategic support to the Executive Director and staff
- Organization owns and manages over 40 supportive housing properties throughout the Bay Area
- Recent program expansion includes temporary navigation center and converted shed installation

FORMAL EDUCATION

LEED AP Accredited Professional in Operations & Maintenance | USGBC *Washington, D.C.*

- Certified project experience developing and managing LEED certified properties (new and rehab)
- Ongoing educational units in building systems, indoor air quality, cost efficiencies, and design

BA in Economics and American Studies | Mills College *Oakland, CA*

- Thesis work applied a bundled capabilities approach to social vulnerability assessment
- Founded the Economic Development Roundtable, a student-led speaking and discussion series

STRATEGIC INTERESTS

- Working with regional entities to generate strategies that prevent and reduce housing insecurity
- Developing and sharing tools to scale innovations more quickly to housing and service providers
- Promoting support for homeless initiatives and supportive housing within concerned communities
- Applying data science technology to develop pre-homelessness early warning detection systems
- Reducing supportive housing costs, including referral time, vacancy losses, and unit damages
- Specialized training for law enforcement, community groups, clinical staff, and service providers
- Developing strategic communications for groups regarding housing policy and homeless initiatives

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Kimberly A. Peterson

Sacramento, CA

Kimberlypeterson711@gmail.com • 916-719-2553 • linkedin.com/in/kimberly-peterson

Goal-focused professional with demonstrated track record of leading cross-functional teams in coordinating, planning, and executing government funded housing programs. In-depth experience in financial administration and competitive funding. Proven expertise in driving efficiency and productivity through program evaluation. Strong leader with success directing highly skilled teams in supporting and achieving organizational objectives.

- Government Housing Expertise
- Strategic Planning and Implementation
- Cost Analysis and Reduction
- Financial Administration
- Project Management
- Grants & Competitive Funding
- Regulatory Compliance
- Turnaround / Crisis Management

Career Experience

Tahoe Coalition for the Homeless, South Lake Tahoe, CA

Senior Housing Planner, 10/27/2020 – Present

Worked on the project team to complete application materials $7.5m in Project Homekey funding, which led to the acquisition of three (3) motel properties, and securing ~$1m in capitalized operating subsidies from philanthropic partners. Worked to build internal infrastructure and capacity to hire and sustain an experienced operations and supportive services team in order to make the three Homekey projects fully operational. Oversee the operations and daily property management of all three Homkey properties including tenant referral/selection process in coordination with the Coordinated Entry System and Supportive Services staff; lease up; day-to-day tenant interactions; on-site management; move-out/relocation of tenants; oversight of a small maintenance team to repair and maintain the structures as well as oversee all construction, upgrades, and compliance of Federal, State, and Local laws surrounding the properties. Responsible for all development activities for long-term funding sources, including research, application materials, award contracts, and compliance. Governmental liaison and expert for building code compliance, funding compliance, and overall HUD, Homeless program, HCD, and Fair Housing regulations and laws.

Michael Baker International, Rancho Cordova, CA

Senior Housing Planner, 12/11/2019 – 6/26/2020, 35hrs/week

Create and administer housing programs with a special focus on Residential Rehabilitation. Collaborate with jurisdictions, communities, and teams across the state to provide leadership and guidance to Community Development Block Grant programs. Research various topics related to the jurisdiction and national trends, collect data, and create analysis in order to draft the Consolidated Plan. Collect additional data through the Community Engagement process of Stakeholders and community members on topics of housing, local services, homelessness, Fair Housing, broadband, neighborhood revitalization, and response to natural disasters in order fulfill necessary analysis of ConPlan. Draft Annual Action Plan (AAP), and the Consolidated Annual Performance and Evaluation Report (CAPER). Review requests for proposals and research project type and agency. Assess marketing to clients and other communications, while advising for compliance with current CARES Act, HUD, and HCD matters, and with concerns and funding from HEAP, HHAP, LEAP, PLHA, REAP, TOD, and Section 811 to both colleagues and clients, which include government officials such as Housing Directors, City Managers, and non-profit Executive Directors.

- Led the planning, development, and execution of services plans focused on providing meals to seniors during the COVID-19 pandemic.

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- Secured SB 89 funds for the City of Lodi; utilized funding to create the set up of sanitation stations and outreach to unhoused populations during COVID-19.

MJD Capital Partners, LLC., Sacramento, CA

Supportive Housing Director, 8/1/2017 – 10/11/2018, 40+hrs/week

Collaborated with and advised the owner and investor groups in assessing real estate property opportunities available for rehabilitation. Shared expertise on making properties compliant and available to rent to nonprofit social service agencies serving homeless persons, those with unstable housing that are frequent users of the emergency room, as well as former foster youth. Housing made available was barrier free, no background or credit check is required; to truly provide a Housing First experience. Provided project management for all phases of the turnover of units and over-all property rehabilitation and beautification. Ensured safety and 100% compliance in all properties with all Housing Quality Standards and local and state regulations. Collaborated with law enforcement, District Attorney, local businesses, code enforcement, community stakeholders, and neighbors to identify concerns and mitigate risks properties presented with new strategies. Establish and maintain strategic partnerships and relationships within communities to support new properties.

- Instrumental support in the turnover of approximately 180 housing units for nearly 300 people.
    - Worked with over 10 nonprofits to help fill their grant quotas and find housing for their clients
- Provided on-going training to staff and colleagues on the subject of Fair Housing and Reasonable Accommodations.

Sacramento Steps Forward, Sacramento, CA

Senior Contracts Analyst, 6/2/2014 – 4/8/2017, 40+hrs/week

Managed and monitored all Continuum of Care funds and contracts valued at $12M Federal Homeless Program Funding. Advised leaders on Housing and Urban Development (HUD) contract requirements and compliance with the McKinney-Vento Homeless Assistance Act, the Homeless Emergency Assistance, and Rapid Transition to Housing (HEARTH) Act of 2009. Provided financial reporting, site visits, and reviews of program files to ensure compliance. Managed the Performance Review Committee and established relationships and partnerships with community members, stakeholders, and persons with lived experience; set performance targets by population and program type, determine funding priorities, make funding recommendations, and evaluate performance. Developed trainings on HUD and legislative updates and wrote memoranda on any legislation changes that impacted the CoC programs. Researched, studied, networked, and analized new developments/ideas and best practices in order to bring the best and most current information to the Sacramento Community. Created a spectacular working relationship with the HUD field office in order to collaboratively send questions to the SNAPS office.

- Spearheaded the restructuring of the SSF HUD Contracts Department; created and implemented policies for 30 homelessness programs.
- Led a cross-functional team in designing a grants management portal for subrecipients, funders, and new applicants to streamline monthly fiscal reports and documents submissions.
- Wrote a new monitoring manual.
- Planned and coordinated the annual local project competition for the National HUD McKinney Vento funding competition; hosted a kick-off conference, prepared a milestone schedule, provided technical assistance orally and in writing to nonprofit and government grant program

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participants, reviewed applications, and submitted final application in esnaps for funds totaling $19M.

Sacramento Housing and Redevelopment Agency, Sacramento, CA

Housing Technician, 11/27/2009 – 5/30/2014, 40hrs/week

Executed tasks and projects within all aspects of the Housing Authority process from eligibility and intake to operations and property management.. Supported mental health providers in finding housing to support patient treatment goals and fulfill program requirements. Managed large database and paper files; oversaw the physical data conversion into multiple database systems.

- Hand selected to serve on a special project with the HUD field office and the County of Sacramento; managed the transition of $2M Continuum of Care Shelter Plus Care Grant.

Education and Credentials

Bachelor of Arts, Political Science
University of California – Davis, CA

Associate of Arts, Management
American River College – Sacramento, CA

Associate of Arts, Real Estate
American River College – Sacramento, CA

Associate of Arts, Paralegal and Legal Studies
American River College – Sacramento, CA

Certifications / Licenses

- HCV Housing Quality Standards Specialist (2017)
- Hearing Officer Workshop Specialist (2016)
- Blended Occupancy Management Specialist (2015)
- Developing and Managing Project-Based Vouchers Specialist (2015)
- HCV and Public Housing Rent Calculation Specialist (2012)

Angela Dewi Clark
angie@tahoehomeless.org

QUALIFICATIONS

Significant management experience in sustainable project development and factory management. Team leadership for bioenergy and agricultural conservation projects utilizing the latest technology including logistics, installation, start-up and training of local operators. Experienced in working with local government departments, officials, social and political networks. Capable to work in remote settings and adaptable to rural community cultures, religions and languages.

PROFESSIONAL EXPERIENCE

Maintenance Manager - Tahoe Coalition for the Homeless - January 2021 - Present

- Make necessary improvements to the buildings and rooms to comply with city and fire codes
- Address immediate safety, dangerous, or damaging conditions to the units or building
- Troubleshoot maintenance, electrical, plumbing, and structural issues
- Work closely with vendors to make repairs on larger scale property rehabilitation

Appropriate Technologist & Bioenergy Specialist – PT. Green Enterprises Indonesia – 2015 to 2020

- Co-owner and founder of *aluan*, an organic coconut brand focusing on sustainable supply chain management in Simeulue regency, Aceh
- Manage all factory operations, processing and production troubleshooting and technical aspects
- Design a factory to process up to 10 tons of coconut production per day
- Carryout machinery due diligence for all processing and production equipment
- Conduct health and safety trainings and write factory wide SOP's for 50+ staff
- Developed process creating bioenergy and bio-char from coconut waste to reduce carbon footprint and decrease the reliance of conventional fossil fuel consumption
- Decrease operating expenses and utilize process waste as a value-add product

Project Manager and Biomass Project Developer – PT. Gasifikasi Prima Energi, Bali, Indonesia – 2012 to 2020

- Project Manager, Lead Proposal Writer and recipient of Millennium Challenge Account Indonesia Technical Assistance & Project Preparation grant to develop Detailed Feasibility Study and Detailed Engineering Design for Non-Grid Community Owned Biomass Gasification energy project for 6 villages in Bulukumba regency, South Sulawesi
- Conduct regular stakeholders meetings with direct and indirect project beneficiaries
- Project manager responsible for all technical aspects of USAID-ICED rural electrification project to provide 100 houses with access to electricity in Munduk village in Bali.
- Coordinator of social and gender inclusive experts, International engineering team, local NGO's, village energy recipients and government officials.

- Analyze operations to evaluate performance of biomass gasification and to determine areas of improvement.
- Plan, organize, and direct activities concerned with the installation and maintenance of biomass gasification and a implement corrective action plans to solve installation, maintenance and feedstock problems

Project Experience – 2017 to present

- Lead Consultant, Grant Writer and Market Assessment Expert for Rumah Energi biogas project in Lombok.
- Lead Consultant for bioenergy technical team to develop a Feasibility Study focusing on village electrification in Sigi, Central Sulawesi.
- Lead Consultant for Dendrite Group to develop a Feasible Study and business strategy for a coconut project in Buru, Maluku.
- Lead Consultant for Ecosystem Impact to determine feasibility and technical requirements to develop a coconut wood timber business, powered by a bioenergy facility.

Property Maintenance - Clark's Properties Red Lodge, MT - 1998 to 2008

- Worked in all phases of property management
- Responsible for all repairs, routine maintenance, electrical, and plumbing
- Carried out extensive remodels of approximately 45 rental units until the properties were re-sold.
- Routine maintenance of a 110 mini storage unit facility.

Intern – United Nations Development Program: Jakarta, Indonesia – 2005 to 2006

- Examined the effects of a decentralized government within Indonesia
- Focused on training and monitoring local governance at the grass roots level
- Researched governance of foreign aid and internal corruption
- Site Visits to Kalimantan & Papua to create baseline studies to combat illegal logging and deforestation

Education

2000	High School Diploma Northfield Mount Hermon Prep School, Massachusetts USA
2003 – 2004	Mandarin and Chinese Culture courses Bei Wai Foreign Language Institute, Beijing, China
2005	B.A. International Relations, Interdisciplinary Honors, Cum Laude Wheaton College, Massachusetts USA
2009	Emergency Medical Technician (EMT) License and Wilderness EMT Certification Montana State University Billings College of Technology

Hilary Roverud

3235 Marlette Circle
South Lake Tahoe, CA 96150

Mobile: (805) 305-0744
hkhodges@hotmail.com

Qualifications & Skills

- City and Regional Planning
- Public Dispute Resolution
- Conflict Management
- Meeting Facilitation
- Analysis and Problem Solving
- Project Management
- Negotiation
- Team Leadership
- Strategic Planning
- Work Planning and Management

Work Experience

Director of Development Services
October 2020-present
City of South Lake Tahoe Development Services Department. 1052 Tata Lane, South Lake Tahoe, CA 96150
Duties include management and supervision of all operations within the department including the Planning, Building, and Housing Divisions. The department includes thirteen staff members and a total budget of $6,400,000. The Department supports the City Council, Planning Commission, Zoning Administrator, and Building Board of Appeals.

Deputy Director of Development Services
October 2014-October 2021
City of South Lake Tahoe Development Services Department. 1052 Tata Lane, South Lake Tahoe, CA 96150

Duties include management of long range and current planning projects, coordination with Public Works on environmental and capital improvement projects, support for Planning and Building Division managers, and support for the Director of Development Services. When necessary, I step in as the Director of the department when the director is not available.

Director of Development Services
May 2011-October 2014
City of South Lake Tahoe Development Services Department. 1052 Tata Lane, South Lake Tahoe, CA 96150

Duties include management and supervision of all operations within the department including the Planning, Building, and Housing Divisions, LEAD Base paint program, solid waste services and transit services. The department includes eleven staff members and a total budget of $8,300,000. The department supports the City Council, Planning Commission, Sustainability Commission, Zoning Administrator, and Building Board of Appeals.

Planning Manager
January 2007-May 2011
City of South Lake Tahoe Community Development Department, Planning Division. 1052 Tata Lane, South Lake Tahoe, CA 96150

Duties include management of Planning Division operations and supervision of three employees. Management duties include Division organization, customer service, workload management, budgeting, project management, administration and support for the City Planning Commission and acting as the City Zoning Administrator. The Division includes long range planning, current planning, and code enforcement. Employees supervised include a Planning Technician, Assistant Planner, and Associate Planner. Supervision responsibilities include hiring employees, performance evaluations, project tracking, and general support. The Planning Manager is also responsible for coordination with other City departments and community groups in planning related matters.

Associate Planner
March 2005-January 2007
City of South Lake Tahoe Community Development Department, Planning Division. 1052 Tata Lane, South Lake Tahoe, CA 96150.

Duties include planning permit application processing. Application processing includes advising potential applicants on the process and project design, reviewing applications for consistency with City policies and standards, working with applicants to make project revisions where necessary to meet the City standards, preparing applications for public hearings, preparing and presenting staff reports for public hearings, documentation of City decisions made, working with applicants to implement their plans, and inspecting projects after development. I also manage consultant contracts and process applications with other agencies for the City. My duties also include improving the implementation of the City's project and finance tracking system (Pentamation Encompass by Sunguard).

Environmental Planner
July 2003-March 2005
Rincon Consultants Inc. 1530 Monterey Street, San Luis Obispo, CA 93401.

Duties include environmental analysis for CEQA and NEPA documents, policy development and writing planning documents, writing proposals, managing subcontractors, and managing project budgets.

Assistant Planner
September 2002-July 2003
City of San Luis Obispo Community Development Department. 990 Palm Street, San Luis Obispo, CA 93401.

Duties include development permit application processing from receipt to decision maker's action including referrals, staff report preparation, recommendations for action, mitigation measures, conditions of approval, findings, project presentation to the public and boards, checking zoning conformance on building plans, final building permit signoff for planning and zoning conformance and working with a team to determine appropriate pedestrian lighting for the downtown district.

Assistant Planner/ Planning Technician
May 2001-September 2002/ September 2000-May 2001
City of Arcata Community Development Department. 736 F Street, Arcata, CA 95521.
Duties include assisting the public at the front counter and over the phone, facilitating pre-application meetings, checking zoning conformance on building plans, development permit application processing, environmental review, public noticing, staff report preparation and recommendations for action, writing and facilitating the adoption of design guidelines and staff support for the City Design Review Commission.

GPS Field Researcher
Oct. 1999-June 2000
Zenrin Co. Ltd. 1814 Ogden Dr., Burlingame, Ca 94010.
Duties included gathering roadway and business GPS data for car navigation software. Position involved continuous travel throughout the United States.

Education

Masters of City and Regional Planning - 2009
California Polytechnic University, San Luis Obispo

Bachelors of Arts, Environmental Studies - 1999
University of California at Santa Barbara

Credentials

AICP Certified Planner - 2008
American Institute of Certified Planners

Awards and Professional Development

- Recipient of the City of South Lake Tahoe "Innovation Award," 2013. For proposing, programing, and implementing the City's Permit Center.
- Harvard Business School Online – Negotiation Mastery, 2019.
- UC Davis Continuing and Professional Education online Project Management Certificate Program courses - Establishing Higher Functioning Project Teams and Resource Management (2016), Managing Project Risk and Integration (2018).
- UC Berkeley Goldman School of Public Policy, "Berkeley Executive Seminar," 2011. One week program designed specifically for city managers, county executives, regional directors and other senior local government officials to provide them with new perspectives on strategic management and problem solving approaches.
- Institute for Study of Alternative Dispute Resolution "Alternative Dispute Resolution," Elizabeth Watson and Jon Townsend, June 3-7, 2002.
- Institute for Study of Alternative Dispute Resolution "Handling Complex Public Disputes," Susan Carpenter, July 14-17, 2002.
- Recipient of the UCSB Environmental Studies Department Outstanding Service Award, 1999.

ZACHARY E. THOMAS
City of South Lake Tahoe Housing Manager

Contact Info
Office: (530) 542-7400
Email: zthomas@cityofslt.us

Areas of Expertise

- Land development and project implementation processes
- Housing and infrastructure financing
- Single-family and multi-family housing development
- Low Income Housing Tax Credit (LIHTC) procurement, syndication and underwriting
- Procurement, administration and management of housing related grant funds
- Federal and state transportation grant procurement and administration
- Project design (including developing scopes, schedules and budgets)
- Project team management
- Contractor and subcontractor procurement and management
- Construction principals
- Value engineering practices
- Contract and agreement negotiations
- Land use planning practices and policy development
- Environmental review (CEQA/NEPA)
- Land entitlement/permitting processes
- Master plan development

Education

Master of City and Regional Planning, 2003, California Polytechnic State University, San Luis Obispo
Bachelor of Arts – Political Science, 2001, California State University, Chico

Professional Experience

City of South Lake Tahoe, 2020-Present (Housing Manager) – Manage the Housing Division within the Development Services Department. Tasks include managing affordable housing program development, new affordable housing development, regulatory compliance and overseeing the City's multi-family and single-room occupancy inspection programs. Work closely with the Department Director to help ensure accurate budget and grant compliance.

Tahoe Transportation District, 2018-Present (Project Manager) - Managed the implementation of large-scale transportation infrastructure and community development projects throughout the Lake Tahoe

Basin. Provide specialized knowledge related to the development of affordable housing necessary for project mitigation.

Santa Fe Community Housing Trust, 2016-2018 (Land Use and Development Director) – Managed multi-family land development activities as well as all asset management functions related to existing multi-family developments and real estate portfolio. Functions included but were not limited to: project manager for Low Income Housing Tax Credit multi-family development, procured and managed a variety of grants including CDBG, HOME and CDFI, supervised staff related to the multi-family services coordinator and resident service programs, supervised staff administering HUD rental assistance voucher programs, oversaw ongoing development partnerships, served as central contact for partner agencies and assisted the Executive Director in general organizational management.

New Mexico Finance Authority, 2015-2016 (Senior Water Resources Administrator) – Managed policy development for the Water Trust Board and Colonias Infrastructure Board. Provided a variety of staff support to numerous other boards, committees, the State Legislature and jurisdictions in all facets of program implementation and development. Provided specialized training for jurisdictions and stakeholders throughout the State regarding the process of obtaining infrastructure financing from the agency.

City of Santa Fe, New Mexico, 2014-2015 (Senior Planner) – Served as case manager within the Land Use Department for large-scale development proposals throughout the City. Involved in all facets of the daily operation of the Land Use Department such as providing service to the public counter and managing the pre-application meeting agendas. Developed and maintained highly trusted and professional working relationships with key stake holders within the local land development industry and the local political arena.

City of Chico, California, 2007-2013 (Senior Planner) – Duties included assisting the Planning Services Director in the daily operations of the department by providing direct management of Associate and Assistant level staff planners, managing the Zoning Administrator program, managing the public assistance counter schedule of all staff, and managing the City's annexation program. Also managed and completed all staff work associated with a full case-load of large-scale private development and environmental review applications.
Assisted the Building and Development Services Director in the management of senior level projects relating to all major components of citywide infrastructure. Participated in the management of American Recovery and Reinvestment Act (ARRA) capital projects. Notable projects included managing and completing the framework on a Master Sewer Service Agreement and Annexation Plan to allow unincorporated properties to efficiently connect to City sewer and assisted in the development of alternative funding strategies for a State Highway widening project.

Pacific Municipal Consultants, 2003-2007 (Planner) – Served as lead contract staff planning consultant for the Chico, California office. Provided senior level contract staff and specialized project management support for cities and counties throughout Northern California. The service provided crucial project management to high value projects including: large-scale land entitlements, development and approval

of master plans, municipal annexation services, and large-scale mining entitlement and compliance efforts.

Relevant Professional Activities

Served as lead labor negotiator and representative for the City of Chico Management Employee Group (represented approximately 60 managers on City staff)
Served on the City of Chico City-Wide Safety Committee
NM Permanent Supportive Housing Toolkit Workshop Participant
Presenter at Santa Fe Association of REALTORS Multi-Family Housing Conference
Member of the Tierra Contenta Master Plan Architectural Review Committee
Member of the Tierra Contenta Master Plan Board of Directors
Member of Lambda Alpha International – Honorary Land Economics Society
Presenter at Tahoe Chamber Affordable Housing Townhall Meeting
Tahoe Housing Partnership Member

Profile: hroverud@cityofslt.us

Applicant Information

Tell us about you.

Linked Applicant
hroverud@cityofslt.us

First name
Hilary

Last name
Roverud

Email
hroverud@cityofslt.us

Title
Development Services Director

Company
City of South Lake Tahoe

Company Website
CityofSLT.us

City
SOUTH LAKE TAHOE

State
California

Organization Information

Tell us about your organization.

Organization Name
City of South Lake Tahoe

Employer Identification Number (EIN)
941610868

DUNS
095883476

Authorized Representative
Joe Irwin, City Manager

Business/Finance Representative
Lori Marino, Associate Management Analyst

Organization Address

Address
1901 Airport Road

Address 2
Suite 210

City
SOUTH LAKE TAHOE

State
California

County
El Dorado County

Congressional District/Region
4

Zip
96150

Phone
530-542-7410

Phone Extension

Fax

Authorized Representative (if different from above)

Name

Title

Email

Phone

Business/Finance Contact (if required)

Name

Title

Email

Phone

Program Year

Are you applying on behalf of an additional Jurisdiction?

2 Email

2 Title

2 Company

2 Company Website

2 City

2 State

2 Organization Information

2 Organization Name

2 Tell us about your organization.

2 Employer Identification Number (EIN)

2 DUNS

2 Authorized Representative

2 Business/Finance Representative

2 Organization Address

2 Address

2 Address 2

2 City

2 State

2 County

2 Congressional District/Region

2 Zip

2 Phone

2 Phone Extension

2 Fax

2 Authorized Representative (if different from above)

2 Name

2 Title

2 Email

2 Phone

2 Business/Finance Contact (if required)

2 Name

2 Title

2 Email

2 Phone

Budget: 26691949

Application
City of South Lake Tahoe Bear's Den Inn Rehabilitation

Please use the following link to view the application budget. This link will open in a new window.
https://portal.ecivis.com/#/peerBudget/06015812-63C6-4195-8E94-3DC74742783E

Budget Status
Not Approved

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG-CV2 and 3 Allocation
Stage: Pre-Award

Report Date: 09/24/2021
Requested By: Hilary Roverud
hroverud@cityofslt.us

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Professional Services	Design, Permitting, Bid	0	$0.00	$0.00	$88,000.00	$0.00		$0.00	Direct Cost
	Construction	Construction	0	$0.00	$0.00	$351,900.00	$0.00		$0.00	Direct Cost
Activity Total			**0**	**$0.00**	**$0.00**	**$439,900.00**	**$0.00**		**$0.00**	
General Administration										
City of South Lake Tahoe										
	CSLT GA	CSLT GA & TCH Project Management	0	$0.00	$0.00	$65,732.00	$0.00		$0.00	Direct Cost
General Administration Total			**0**	**$0.00**	**$0.00**	**$65,732.00**	**$0.00**		**$0.00**	
Activity Delivery										
Activity Delivery Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Grant Total			**0**	**$0.00**	**$0.00**	**$505,632.00**	**$0.00**		**$0.00**	

Budget Report, Created by Hilary Roverud, hroverud@cityofslt.us, 09/24/2021
Source: eCivis™ Portal
http://www.ecivis.com/

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Tahoe Daily Tribune** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(530) 541-3880**.

Notice ID: lVambg8C1fRuTb21qRXW | **Proof Updated: Feb. 23, 2026 at 04:42pm PST**
Notice Name: March 10 CC Notice

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
CITY OF SOUTH LAKE TAHOE PLANNING PLANNING jhitchcock@cityofslt.us (530) 542-7417	Tahoe Daily Tribune

Columns Wide:	2	**Ad Class:**	Legals
Total Column Inches:	10.58		
Number of Lines:	53		

02/27/2026: Other	147.25
Internet Flat Fee Charge	40.00
Affidavit flat charge	10.00
Subtotal	$197.25
Tax	$0.00
Processing Fee	$0.00
Total	**$197.25**

NOTICE OF A PUBLIC HEARING

CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on March 10, 2026 at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

- Closeout of Community Development Block Grant Program Coronavirus Response Funding for Tahoe Coalition for the Homeless Bear's Den Inn Rehabilitation

Summary: On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The California Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV2 and 3) funds. The CBDG-CV2 and 3 grant program for the Tahoe Coalition for the Homeless Bear's Den Inn Rehabilitation will close on March 31, 2026. HCD requires closeout activities be noticed and presented at a public hearing. (Jessica Wackenhut Lomeli, jwackenhut@cityofslt.gov)

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City Council page of the City's website www.cityofslt.us or by contacting the City Clerk at (530) 542-6005.

Published: February 27, 2026

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 15

Agenda Item: Follow up report from RSG, Inc. on Development of the Chateau Site

Executive Summary: At the March 11, 2025 City Council meeting, after receiving the presentation, the City Council passed a motion directing staff to take the following actions: 1) Continue discussions with the current developer; 2) Initiate discussions with El Dorado County regarding potential participation in a Tax Increment Financing District and, if a partnership seems feasible, work with RSG to develop more detailed analysis to determine desired district boundaries; 3) Look at creating a TBID to pay for a public purpose in the project area which could include whether there is demand for a convention space or different types of housing; and (4) contact the Washoe Tribe to see if they are interested in being a partner in developing this project site. An update will be provided to City Council.

Requested Action / Suggested Motions: (1) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 1 to Professional Services Agreement C-194-2024 to extend the term to December 31, 2026; (2) and provide direction, if any, to staff on next steps.

Responsible Staff Member: Hilary Roverud, Interim City Manager

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

Attachments:

- 01-Staff Report
- 02-RSG Memo February 27, 2025
- 03-SLT Memo May 13, 2025
- 04-TIF Tools Chart
- 05-Former Redevelopment Project Area
- 06-Quick Reference Handout Developer Proposals
- 08- SLT Chateau Council Mtg 3-10-26.pptx
- 07-RSG Amendment 1

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

Meeting Date: March 10, 2026

Title: Follow Up Report from RSG, Inc. on Development of Chateau Site

Location: 4139 Lake Tahoe Blvd

Responsible Staff Member: Hilary Roverud, Interim City Manager

Background: On August 13, 2024 the City Council passed Resolution 2024-086 appropriating funds and approving a Professional Services Agreement (PSA) with RSG, Inc. for Real Estate and Economic Development Services to conduct a feasibility assessment and recommendations for stimulating development at the Chateau site (4139 Lake Tahoe Blvd).

RSG presented the first two components of the scope of work along with some preliminary analysis of potential tax increment options (Attachment 02) at the March 11, 2025 City Council meeting. After receiving the presentation, the City Council passed a motion directing staff to take the following actions: 1) Continue discussions with the current developer; 2) Initiate discussions with El Dorado County regarding potential participation in a Tax Increment Financing District and, if a partnership seems feasible, work with RSG to develop more detailed analysis to determine desired district boundaries; 3) Look at creating a TBID to pay for a public purpose in the project area which could include whether there is demand for a convention space or different types of housing; and (4) contact the Washoe Tribe to see if they are interested in being a partner in developing this project site.

Issue and Discussion:

<u>Feasibility of Convention/Expo space</u>

RSG, Inc. conducted additional feasibility analysis of including convention center space in the build out of the Chateau project. The analysis included a comparison with five other convention centers as well as the Tahoe Blue Event Center. The analysis found that the local market does not have significant demand for large conferences over 1,000 attendees. For smaller conferences of 300-600 attendees, higher hotel rates and seasonal road accessibility issues may pose barriers to positioning the Chateau site as a competitive and dependable conference destination. The Tahoe Blue Event Center can comfortably support conferences of 500-600 attendees. Additionally, the analysis found that publicly owned convention facilities often operate at a deficit, requiring support from other funding sources, and smaller cities may face difficulty in absorbing general fund subsidies, creating concerns with long term sustainability. A memorandum describing the full analysis is included as Attachment 03.

In the original analysis, RSG projected a marginally feasible project with the current ownership, without convention space, but with a $21 million workforce housing component, to have total

development cost of $490 million (without land costs) and project value of $497 million. If the property sold, a new owner would need to include the cost of purchasing the land (~$50 million) in their analysis of project programming and feasibility.

Without a workforce housing component, the revised project would be feasible if interest rates fell by 3% and room rates increased by 10%. These conditions have not yet been met.

Another scenario evaluated by RSG included the payment of a housing in-lieu fee by the developer in place of constructing housing with the project. This scenario would reduce total costs by $15 million, but a new owner acquiring the land to undertake the development would still require a subsidy of approximately $28 million to make construction feasible.

Native American Tribe Partnership

As part of the initial stakeholder engagement, RSG met with two representatives of the Washoe Tribe and provided a summary in the original report (Attachment 02) along with additional detail in the follow up memorandum (Attachment 03). To participate in development of the site, the Washoe Tribe would likely need to partner with another tribe or development partner with experience in real estate development and casino operation. To realize the benefits of an exemption from the Surplus Land Act, which requires a public agency to make surplus land available for affordable housing developers, the City would need to acquire the property and subsequently select the Washoe or another federally recognized tribe to negotiate a disposition and development agreement. City acquisition of the property would come with great financial risk and require a method of public financing to be established.

Discussions With Current Developer

The City Manager and Assistant City Manager met with Carlson Chan, the property owner's representative, on April 23, 2025 to discuss next steps with developing the project. Mr. Chan proposed, as the next phase of construction, to submit a building permit application to complete the concrete slab to cover the parking garage area and create a surface prepared for developing future phases. He also shared a concept, of future phases of a site build out project (ROAM Tahoe) that would require revisions to the City and TRPA permits, which he proposed to submit to each agency at the same time as the concrete slab building permit is submitted to the City. Mr. Chan indicated that the project would be privately financed and not need additional public subsidy.

Mr. Chan met with the City Development Review Team on May 13, 2025 for a pre-application consultation and City staff followed up with Mr. Chan a few weeks later to see if he needs any additional information. Applications for the concrete slab or revised project have not been submitted. On August 29, 2025, Mr. Chan requested copies of original foundation plans from the Development Services Department, which were provided on September 24th after authorization from the original project design professionals was provided.

On August 25th, Mr. Chan indicated an expected completion of the currently under construction 16 condominium unit phase by Nov 1. As of February 22, 2026 the units have not been occupied.

Tax Increment Financing District Discussions

Tax increment is property tax revenue generated above an established “base year” value. This means that for tax increment to be available, assessed property values must increase over the base year value. The founding principle is that if investments are made into a specific area, assessed property values will increase more rapidly through new development and property sales, which triggers a property tax reassessment of value and generates more revenue for local agencies. Adopted through legislation in 2014 and 2015 respectively, Enhanced Infrastructure Financing Districts (EIFDs) and Community Revitalization Investment Authorities (CRIAs) have emerged as tools for California communities to collaboratively fund regionally significant infrastructure and other public facilities that are needed to catalyze private investment. EIFDs and CRIAs are only able to collect property tax increment from cities, counties, and special districts that voluntarily agree to contribute those funds, and they cannot collect tax increment from K-12 school districts, community college districts, or county offices of education. EIFDs and CRIAs are similar, however CRIAs have more stringent eligibility standards and are typically focused on affordable housing. A chart providing comparison of these two tools is included as Attachment 04.

Cities, counties, and special districts may agree to contribute all or part of their tax increment to the EIFD or CRIA for up to 45 years. However, taxing entity participation in a tax increment financing district is voluntary, therefore the City would need to convince other taxing agencies of the benefit of this investment. Without such participation, the City would essentially be borrowing or bonding solely against its own revenue streams. Successfully negotiating participation with El Dorado County, the agency with the largest property tax share, would be essential to ensure that sufficient additional funds beyond the City’s own tax revenue can be generated and invested. It is important to note that for most tax increment financing districts, it can take many years before a significant level of revenues are collected and available.

RSG analyzed the potential tax increment generated by an EIFD that consists of the area formerly within the Redevelopment Project Area (see Attachment 05 map) where the City would contribute 50% of its tax increment and the County would contribute approximately 29% of their tax increment. This EIFD scenario could generate over $37 million in present value dollars over the next 45 years. However, only $8 million is projected to be generated in the first 10 years. Significant tax increment can only be realized after property improvements that increase assessed property value within the district are completed.

Although TIF districts can be a valuable tool in facilitating redevelopment and property investment, when proposed to provide public financing to a specific project, fiscal prudence requires a reliable partnership with a private developer, or developers, and buy-in from taxing agency partners. City staff have had preliminary discussions with the El Dorado County District 5 Supervisor regarding a potential Tax Increment Financing District. Although the timing should be considered while the County has been adjusting to funding shortfalls in their FY 25/26 budget, if the City Council would like to continue pursuing a TIF, staff is recommending a follow up meeting with County staff and RSG to discuss the potential for a TIF and the long-term advantages of project development.

Public/Private Partnerships

In addition to considerations of long-term benefit to the public, when considering financially partnering with a private developer to fill a project development funding gap, the City should evaluate the financial and legal risk. Public financing exposes the City to potential losses if the project fails or underperforms. Thorough due diligence is required to evaluate the developers track record, financial stability and the project's economic feasibility. Project and Developer characteristics such as those listed in the attached checklist (Attachment 06) should be considered when reviewing developer proposals. Developers seeking a public partnership and public financing, should be transparent and honest with respect to project pro formas to ensure public trust in the outcome.

The current property owner or prospective buyers have not produced proposals specifying the need for public gap financing or any related documentation.

Tourism Business Improvement District (TBID)

A TBID is a way of funding tourism promotion and economic development activities with the specific aim of increasing overall revenue for assessed businesses in the local area. A TBID is a funding mechanism that is controlled by tourism related businesses that agree to assess themselves. TBIDs may also be referred to as Tourism Improvement Districts (TID) or Business Improvement Districts (BID).

There are currently two districts formed within the City, the South Lake Tahoe Tourism Improvement District (SLTTID) and the Ski Run Business Improvement District (BID). Developed by South Lake Tahoe Tourism District Corporation (SLTTDC), the SLTTID is an assessment district formed, pursuant to the Property and Business Improvement District Law of 1994, to provide specific benefits to assessed businesses by funding marketing and sales promotion efforts. SLTTID includes all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of South Lake Tahoe. The SLTTID was renewed in 2019 and will have a ten (10) year life, through December 17, 2029. The Ski Run BID was formed in 2002 pursuant to the Parking and Business Improvement Area Law of 1989, with the purpose of establishing an assessment on commercial property owners to fund maintenance of landscaping along Ski Run Blvd.

The South Tahoe Transportation Management Association (SSTMA) is currently evaluating feasibility of forming a BID to fund transit improvements.

Summary and Next Steps

The originally permitted project and two revised project scenarios evaluated by RSG all require subsidies of $28 million to $125 million. The scenario that included fewer hotel/condo units, more commercial space, reduced meeting space and payment of a fee in-lieu of incorporating housing requires a subsidy of at least $28 million. These scenarios all assumed that there would be no land costs. Estimated cost of purchasing the land would add $50 million to the project development costs and required subsidy.

A feasible project would require:

- Project subsidy of $28 million to $175 million (land cost included)
- Interest rate reduction of 3% and 10% increase in hotel room rates

Establishing a Tax Increment Financing District to provide project subsidy would require:

- El Dorado County participation to contribute ~29% of their tax increment
- Cost to form a TIF district ~$200,000-$400,000
- Potential additional project cost if prevailing wage is required
- Willing, cooperative and transparent development partner
- Potential additional subsidy beyond funds generated by the TIF

As the next step, staff recommends extending the term of the RSG contract to continue engaging their services to discuss potential partnership with the current land owner, provide information to El Dorado County staff regarding participation in a TIF, and monitor project and market conditions for opportunities to develop a more feasible project.

Financial Implications: The City Council previously allocated $129,930 for the contract with RSG. There are approximately $27,000 in unspent funds in the contract amount.

Environmental Considerations: This action is statutorily exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15262 (feasibility and planning studies) because it involves such studies for possible future actions which have not been approved, adopted, or funded.

Policy Implications: This site is within the Tourist Center Core district of the Tourist Core Area Plan, which is described as:

> *This district is the activity center of the Tourist Core Area Plan and intended to become a commercial, tourist and recreation destination with public gathering places, animated streets and intensive retail activity meeting the needs of both tourists and residents of the south shore. This district allows for horizontal and vertical mixed use projects with a focus on street-level active storefronts encouraging pedestrian activity. The sub-district contains complete streets that support multi-modal transportation options. Permissible uses include tourist accommodation, retail commercial, entertainment, restaurants, recreation and mixed-use residential development.*

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

Date: February 27, 2025

To: Joe Irvin, City Manager
Hilary Roverud, Assistant City Manager
City of South Lake Tahoe

From: Jim Simon, President
Mark Sawicki, Director
Jillian Glickman, Senior Analyst
RSG, Inc.

Subject: **Chateau Project A - Phase 4 Feasibility Assessment and Recommendations for Stimulating Development**

EXECUTIVE SUMMARY

- The approved development plan from 2007 is **not financially or market feasible to construct in today's market,** particularly with inclusion of the proposed convention center with no public subsidy.
- **A plan revision is necessary, but will add risk, take time, and incur costs**. Ideally, the plan revision should reduce floor area, reduce the number of Tourist Accommodation Units (TAUs) while increasing their size, add additional Commercial Floor Area (CFA), and include a workforce or affordable housing component.
  - Even with an approved development plan revision, **we do not believe that in the current market such development would be financially feasible (sufficiently profitable) to entice a developer to proceed**.
  - **For a new investor/developer to take over and complete the project, they would require a substantially discounted acquisition cost or a substantial subsidy**.
  - Likewise, if the City were to acquire ownership of the site, it will face **an uncertain holding period** while it seeks to identify a developer that is capable and willing to complete the revised project. Given the current infeasibility of development, **the City may also experience a significant investment loss on a subsequent disposition to a developer**.
- Given that the current owner's investment to date (land, entitlement, predevelopment, and carry costs) is a sunk cost, we expect them to be **uniquely motivated to improve development prospects by gaining approval of a more feasible plan revision**. By doing so, the asset will be positioned as market conditions improve to either obtain financing for construction or be marketed to a new investor as "development-ready."
- Whether it is working with the current owner or a subsequent developer, the **City should consider tools to incentivize and facilitate development activity in the near term**, including any or all of the following:
  - Offer to **provide for an experienced local development consultant** to assist the owner in seeking approvals of a plan revision with the Tahoe Regional Planning Agency (TRPA) and the City.

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- Offer **pre-development funding to assist with the costs of a potential Environmental Impact Statement/Report** (EIS/R), if deemed necessary due to the plan revision.
- Offer to **provide for an engineer to review the integrity of the existing parking structure** to determine if it can support new development.
- **Purchase or license public parking**.
- **Provide assistance for the production of workforce or affordable housing**.

- Any City incentives or assistance, such as those suggested above, should be documented with a **binding memorandum of understanding or other bilateral funding or development agreement**. This would allow the City to **set performance milestones and obligations** that, if unmet, could provide a means for foreclosure, if necessary. However, depending on how assistance is structured, **it could also trigger prevailing wage on the entire project**, which would negatively impact feasibility by a far greater amount than the positive benefits from the public assistance.
- The fiscal impact of successful development of this site would be substantial, generating tax revenues projected to exceed $6 million annually upon stabilized occupancy (which at best would not be expected until 10 years from now). RSG also projected that property tax increment revenue from creation of an Enhanced Infrastructure Financing District (EIFD) could generate over $37 million in present value dollars over the next 45 years. While such outsized returns might justify City investment in development, given current market conditions and uncertainties with the site, there remains outsized risk that development will occur on the timeline or in the manner projected, if at all. As such, RSG would recommend providing only modest amounts of financial assistance at this time, but to continue actively advancing eventual development of the site.

CHATEAU PROJECT HISTORY/BACKGROUND SUMMARY

The Chateau at Heavenly Village project was approved by the City in 2007 with two major components:

- Project A is the northern portion approved for 365 TAUs, spa and recreation uses, a night club, approximately 16,000 sq. ft. of mixed-use commercial space, and over 95,000 square feet of convention space (ballroom/concert/exhibit/meeting). A concrete foundation, below-grade parking, and structural columns were completed before loss of funding in 2007. These initial improvements are now known as Chateau Phase 1.

- Project B on the southern portion was approved for 123 TAUs and 27,057 square feet of commercial space.

Following foreclosures by multiple lenders in 2009, ownership of Project A and B became divided among several new owners. The City subsequently abandoned earlier plans to provide financing assistance through tax allocation bonds supported by property tax increment, establishment of a Community Facilities District (CFD), and Mello-Roos bonds supported by special taxes and transient occupancy taxes. With the dissolution of the South Tahoe Redevelopment Agency in 2012, an Owner Participation Agreement with the original developer was extinguished, and the Successor Agency subsequently released covenants, conditions, and restrictions associated with the inclusion of the convention center component of the project.

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Project B, now known as Zalanta, was partially completed with 30 units in 2015 (Project B – Phase 1). A building permit application was submitted in December 2022 for an additional 60 units (Project B - Phase 2). It is not clear at this time if the owner/developer is committed to beginning construction on Phase 2 in 2025, since they have not sought to finalize the building permit.

Project A (Chateau) Phase 2 - approximately 24,000 sq. ft. of retail/commercial space in 9 separate units on Tahoe Boulevard - was completed by a separate owner (Imperium Blue Tahoe Holdings DE, LLC) in 2014.

Project A (Chateau) Phase 3 – 16 condo units on the 2nd & 3rd floor above the Phase 2 retail – was approved in 2018-19 and is still under construction by the owner of the remaining Phase 4 site, Tahoe Chateau Land Holdings LLC (TCLH). There have been numerous issues with construction including leaking/weatherproofing, scaffolding replacement, a Stop Work Notice, and issuance of citations, fines, and fees for violations under the City Code.

The focus of this report is on the opportunities, constraints, feasibility, and path forward towards completing the remaining Project A (Chateau) Phase 4 development, including potential plan revisions and funding assistance intended to provide incentive and support, in a manner that brings economic and community benefits to the City.

SUMMARY OF RSG ASSIGNMENT

RSG's scope of services to date has included a review of project history, goals and expectations; conducting 12 stakeholder interviews to gather further insights on priorities, goals and vision for the area, and ideas for community benefits and infrastructure improvements to consider in the project; evaluating local economic and market conditions; and identifying public and private investment opportunities and mechanisms to support development.

RSG also conducted market analysis, evaluated the feasibility of development program alternatives, prepared preliminary tax increment analysis, and explored potential financing tools. RSG research included review of planning and permitting documents, sales and leasing data, market trend reports, Marshall and Swift construction cost data, and assessor tax data, among other sources.

FINDINGS

Stakeholder Feedback

Following is a summary of key points and observations gathered from stakeholders:

- While development across the country is affected by labor and material cost issues, interest rates, and relatively tepid demand, development in Tahoe faces added and unique challenges. There have been relatively few projects constructed in recent years.
- Most development in the area involves local developers and owners, rather than large institutions as may typically be found in bigger markets. Successful projects rely on existing relationships and coordination among the local real estate and development community including architects, contractors, and brokers, as well as regional planners and commissioners.
- South Lake Tahoe has a saturation of 3-star hotels and a greater unmet demand for higher-

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end larger-sized luxury accommodations.

- The original development concept for this site was to sell fractional shares in units under a timeshare plan. However, this product type is no longer desirable, and the resort lodging industry has moved towards "amenitized home ownership", in which users/investors have direct ownership of vacation rental units (which owners may occupy or elect to add to vacation rental stock). These are also referred to as "condo hotel' units.
- The original plans had a high proportion of smaller units such as studios and 1-bedrooms. Current market demand now favors resort projects with larger units of 3-, 4-, and 5-bedroom sizes. Demand for large units has increased as a result of the vacation home rental restrictions adopted recently in the City for areas outside of the Tourist Core.
- The management and operation of condo hotel units, and the value proposition for the individual owner/investors, is enhanced by the adjacency of a brand-name resort hotel operation and operator.
- The Tahoe Blue Events Center (TBEC) in Stateline has lessened the demand for an events center in South Lake Tahoe. TBEC has added minor league hockey but still has capacity for more programming activity, including more youth sports and tournaments. This would increase demand for larger accommodations since hotel rooms usually don't fit families.
- TBEC contains over 50,000 sq. ft. of total meeting, convention, and exhibition space, including a 27,000 sq. ft. arena floor for trade shows, general sessions, and other uses, and 10,000 sq. ft. of meeting room space. This is less than 85% of the size of the original Chateau convention space. The Visitors Authority suggested a small amount of additional meeting space would complement TBEC, but a larger space might compete for bookings.
- <u>A plan revision will be necessary to complete the project</u>. To gain approval from the Tahoe Regional Planning Agency (TRPA), the revised building plans will likely need to stay within the floor area coverage of the original plans. Elimination of the convention center space could allow for the addition of more marketable lodging space. A plan revision that includes larger units would likely result in increased building heights to 4-5 stories, but they could be accommodated in the interior of the project site.
- The elimination of the convention space floor area in a plan revision would also allow for more public open space and paseos to access ground floor retail and restaurant offerings, similar to the Marriott Heavenly Village across the street. The elimination of the convention center, which was several stories tall, also allows for reduced building heights at the street level.
- A reduction in the total number of TAUs would allow for an increase in Commercial Floor Area (CFA) at a ratio of 300 square feet per unit. CFA can be either retail or food and beverage businesses with separate marketing, access, and ownership that is independent of a hotel. (Food and beverage spaces within a hotel are referred to as "accessory uses" and do not count towards CFA.)
- The convention center component was expected to have a high impact on traffic, as measured by "vehicle miles traveled" or VMT. Replacing this building use with residential/hotel uses, and retail/food/beverage options serving the Tourist Core population, should lead to a net reduction of VMT from the original plans, and may be viewed favorably by TRPA.
- A plan revision should still include a modest amount of accessible meeting room space

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and/or opportunities to host smaller local events such as weddings and parties. Additional outdoor space could be used for small events, stages, a farmers' market, a climbing wall, or play spaces.

- TRPA approvals for other large Tahoe-area developments (such as Waldorf and Homewood) have included a workforce housing component. To best facilitate TRPA approval, ideally a plan revision should include affordable or workforce housing onsite, or at one or more identified properties in or near the Tourist Core.
- Other community concerns that should be addressed in a plan revision include transit, traffic, and parking. The removal of the convention center and reduction in TAUs would improve impacts compared to the original plan approval. The project should consider a contribution towards the micro transit initiative and including space for a transit stop.
- Purchase offers have been made for the Chateau Phase 4 site, but no sale has resulted. The owner's land acquisition and site improvement costs may exceed what a prospective buyer is willing to offer.
- The seller would need to be willing to cooperate with a prospective buyer and wait 18 months or more for a plan revision process to be completed. A new investor is highly unlikely to complete a purchase without first obtaining entitlements for a more current, market-ready, and feasible development plan.
- Large national resort operators that are not currently represented in South Lake Tahoe may be interested in "planting a flag" and adding this destination to their offerings.
- The Washoe Tribe is interested in the economic development potential of this site and would consider partnering with a developer if the opportunity became available. If the Tribe purchased the land, but did not seek to have it designated as "trust land", it would follow State and local permitting laws and pay taxes. However, it may be exempt from State Surplus Lands Act provisions. If the land were designated as trust land, the City could seek a tax sharing agreement with the Tribe. The Tribe would like to include employee housing on site and may be interested in including a tribal-themed casino operation.

Feasibility of Approved Project and Alternatives

RSG developed a financial model to evaluate the feasibility of development using the existing plan approvals (net of structures that have already been built or are in process), as well as an alternative plan revision intended to reflect and satisfy key stakeholder feedback described above. The RSG financial model uses market data and insights gathered from local brokers and industry sources to project hotel room rates, condo sale prices, occupancy, and development costs, as well as operating revenues, costs, and valuation for the hotel and condo rental business.

The original plans for development were approved as one site and included both Project A and Project B. Therefore, any subsequent revisions to the TRPA approval involves all of the parcels and building area, regardless of the fact that the components now have separate ownership. The following chart shows the project components from the final 2007 approval, divided into Project A (Chateau) and Project B (Zalanta). The chart below details the phases that have subsequently been built or planned under Zalanta Phase 1 and 2 (90 units, retail, and parking), and Chateau Phases 1, 2, and 3 (parking, retail, and 16 units, respectively). The remainder for Project A (Chateau) was used as the basis for assessing the feasibility of developing under the original plans or a plan revision.

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Remainder Project Component Calculation

Project A (Chateau)	Permitted	Built/Planned	Remainder
Hotel/condo (Units/TAU)	268/365	16	349
TAU sf avg	731	1,777	683
Hotel area sf	345,879	36,856	309,023
Parking	535	247	288
meeting facility sf	95,302	-	95,302
conf capacity	1,600	-	1,600
concert capacity	2,700		2,700
Accessory sf (eat/drink)	75,480	-	75,480
Rec and spa sf	16,193	-	16,193
Commercial/food sf	20,415	18,880	1,535
Nightclub	9,035	8,988	47

Project B (Zalanta)	Permitted	Built/Planned	Remainder
Hotel/condo (Units/TAU)	85/112	90	22
Hotel area sf	132,014		
Parking	182	113	69
Accessory uses sf	6,298		6,298
Commercial/food sf	27,057	6,307	20,750

Combined Site	Permitted	Built/Planned	Remainder
Hotel/condo (Units/TAU)	353/477	106	371

Original Plan Feasibility

RSG first evaluated whether development under the original approved plan was financially feasible, should the current or a subsequent owner proceed with construction without seeking a further plan revision. RSG's projection of development feasibility assumes that the lodging units would *not* be marketed as fractional ownership or timeshares but would instead be divided among standard hotel rooms and residential condominiums sold to owner/investors with an opportunity to participate in the vacation home rental market. This development program would still include the large convention meeting space.

RSG projects that development under the original plan would result in costs ($543 million) exceeding value ($418 million) by more than $125 million, largely due to the inclusion of the convention space that alone is estimated to cost approximately $85 million. This does not include the cost of the land and existing site improvements.

The provision of convention center space including exhibit hall, events, and meeting spaces can be beneficial to the local economy, primarily by augmenting seasonal lodging and dining demand with conferences booked during midweek and shoulder seasons. However, the economic benefits would be widely spread among a range of hotels and restaurants (including those outside of the City of South Lake Tahoe), while the costs of developing and operating the convention center would burden the Chateau project. There is also no guarantee that the convention center will be successful in competing with other conference destinations to attract a sufficient volume of business. As an example, the City of Ontario convention center has over 200,000 square feet of convention center space and is next to an international airport, yet it still has difficulty competing with other locations and meeting its business targets.

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Plan Revision Feasibility

RSG prepared a plan revision scenario that would eliminate the convention center while including larger residential condominium units, although fewer of them. Under TRPA guidelines, a reduction of TAUs from the original approved plans could potentially be converted into an increase in Commercial Floor Area (CFA) at a rate of 300 square feet per unit reduction. RSG reduced the total TAUs from the approved remainder of 349 to 285 (of which 125 would be standard hotel units and 160 would be residential condos). The 64 unit difference from the original plan was converted to an additional 19,200 square feet of CFA. The revised plan scenario would reduce meeting space to 10,000 sq. ft. and significantly reduce hotel accessory use space. This plan revision also includes a workforce housing component of 59 Moderate-income units, which equates to 17% of the total units built.

Suggested Plan Revision vs. 2007 Approved Plan

Component	Suggested Plan Revision	2007 Approval Chateau (Project A) Phase 4	Change
Standard Hotel units	125	n/a	
Residential Condominiums	160	n/a	
Total TAUs	285	349	-64
Workforce Housing units	59	0	59
Lodging sq. ft.(gross)	456,793	411,284	45,509
Workforce Housing	50,000	-	50,000
Accessory Eating/Drinking/Retail	10,500	75,480	(64,980)
Rec/Spa	24,700	16,193	8,507
Accessory Use:	35,200	91,673	(56,473)
Commercial Floor Area (CFA)	20,735	1,535	19,200
Meeting Space	10,000	95,302	(85,302)
Total Development sq. ft.	572,728	599,794	(27,066)

RSG projects that development under the plan revision described above would result in a project with a total value ($497 million) that is marginally greater than total costs ($490 million), without accounting for land costs. The total development costs are inclusive of an effective net subsidy of $21 million for the onsite workforce housing component.

In recent years, the cost of development has continued to rise faster than rents and sale values, interest rates and lending requirements have eased somewhat but remain challenging, and insurance costs have continued to rapidly increase, particularly due to wildfire risk. Hotel development in California has been particularly challenging lately, with 2024 resulting in the lowest opening of hotels and rooms in ten years. However, project feasibility can change dramatically with changes in the market and adjustments to the plan revision components. RSG evaluated the sensitivity of interest rates and room rates on a plan revision scenario without the workforce housing component and

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concluded that if interest rates fell by 3% and room rates increased 10%, the project would be feasible.

Workforce or Affordable Housing Alternatives

In the plan revision scenario above, RSG assumed the site would include 59 units restricted to Moderate-income households (up to 120% of Area Median Income or AMI). The units would range from studios to 3-bedroom in size and average 850 sq. ft. The projection does not assume any external subsidy is available.

RSG also evaluated two other options for the project to contribute to affordable housing. One alternative would instead include 33 units restricted to Low-income households. The rents would be based on 30% of income for qualifying households, which can earn up to 80% of AMI. The 33 units would represent 17% of the residential condos, in conformance with the City's inclusionary housing ordinance. The effective net subsidy under this scenario is estimated at $41 million, which would make the project infeasible without any identified external subsidy. Another possibility for reducing internal subsidy would be to build the affordable housing as a separate project, financing it with low income housing tax credit equity and other State funding sources.

A more feasible alternative, which is also in conformance with the City's inclusionary ordinance, would have the project make an affordable housing in-lieu fee payment of $17.65 per square foot of new residential condo space. This would reduce the cost to the project for affordable housing to approximately $6.2 million and the feasibility of the revised plan would increase to $28 million before land costs.

Cost of Existing Land and Improvements

As noted earlier, feasibility results under the previous scenarios do not include land costs. The current assessed value of the parcels that constitute the Phase 4 site land and improvements is $45.8 million. However, this amount likely does not include all of the current owner's costs to date, nor does it represent what an appraiser may conclude as fair market value. We understand the owner has received offers to purchase for more than $50 million and would be seeking substantially more than this if they were to sell.

Based on our feasibility projections, a prospective buyer would not be able to purchase the site and complete development without a discount of the land cost by the seller, or without a substantial subsidy, even under the most favorable of the RSG plan revision scenarios. However, given that the current owner's investment is already a sunk cost, they should be uniquely motivated to profit from development, as long as a more feasible plan revision is approved.

Tax Revenue Projections

RSG projected the General Fund revenues the City could potentially collect from this development if it were to proceed under the plan revision as outlined above. Net of the existing value of the property today, RSG projected four revenue streams: property tax increment (TI), property tax in lieu of vehicle license fees (PTIL), sales tax, and transient occupancy tax (TOT) over a 35 year period, of which the first five years include pre-development work and construction. The future revenues were discounted at 3% per year to approximate 2025 present value dollars.

RSG projected fiscal revenue over 35 years of $84 million in present value dollars. As shown in the table below, 75% of the tax revenue is from TOT. This is a significant amount of TOT – if the project

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is successful, it would generate more than 3x the amount of the current largest TOT generator in the City (Marriott's Timber Lodge). Chateau Phase 4 is assumed to most closely resemble the Zalanta project in terms of high-end style, amenities, location, and larger unit sizes than most of the other offerings in South Lake Tahoe. Our research indicates that condominium vacation rentals at Zalanta are able to charge significantly higher room rates than the market average, and higher than the alternative luxury accommodations we identified.

Chateau Phase 4: Fiscal Impact Projections
Construction Period + 30-Year Recurring Tax Forecast

Year		Property Tax	Property Tax In-Lieu of VLF	Sales Tax (Retail Spending)[2]	Transient Occupancy Tax (TOT)	Total City Tax Revenues
Current	2024-25	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
CY1	2025-26				-	
CY2	2026-27	1,571	-		-	1,571
CY3	2027-28	74,639	18,885		-	93,524
CY4	2028-29	133,994	33,760		-	167,754
CY5	2029-30	451,615	116,571		-	568,186
1	2030-31	675,292	172,877	261,857	2,574,409	3,684,434
2	2031-32	870,563	220,494	269,713	4,255,990	5,616,760
3	2032-33	889,546	224,904	277,804	4,830,431	6,222,685
4	2033-34	908,908	229,402	286,138	4,975,344	6,399,792
5	2034-35	928,657	233,990	294,722	5,124,604	6,581,974
6	2035-36	948,802	238,670	303,564	5,278,342	6,769,378
7	2036-37	969,349	243,443	312,671	5,436,693	6,962,156
8	2037-38	990,308	248,312	322,051	5,599,794	7,160,464
9	2038-39	1,011,685	253,278	331,712	5,767,787	7,364,463
10	2039-40	1,033,490	258,344	341,664	5,940,821	7,574,319
11	2040-41	1,055,731	263,511	351,914	6,119,046	7,790,201
12	2041-42	1,078,417	268,781	362,471	6,302,617	8,012,286
13	2042-43	1,101,557	274,157	373,345	6,491,695	8,240,754
14	2043-44	1,125,159	279,640	384,546	6,686,446	8,475,791
15	2044-45	1,149,234	285,233	396,082	6,887,040	8,717,588
16	2045-46	1,173,790	290,937	407,964	7,093,651	8,966,342
17	2046-47	1,198,837	296,756	420,203	7,306,460	9,222,257
18	2047-48	1,224,385	302,691	432,809	7,525,654	9,485,540
19	2048-49	1,250,444	308,745	445,794	7,751,424	9,756,406
20	2049-50	1,277,024	314,920	459,168	7,983,967	10,035,078
21	2050-51	1,304,136	321,218	472,943	8,223,486	10,321,782
22	2051-52	1,331,790	327,643	487,131	8,470,190	10,616,753
23	2052-53	1,359,997	334,196	501,745	8,724,296	10,920,233
24	2053-54	1,388,768	340,879	516,797	8,986,025	11,232,469
25	2054-55	1,418,115	347,697	532,301	9,255,605	11,553,718
26	2055-56	1,448,048	354,651	548,270	9,533,274	11,884,243
27	2056-57	1,478,581	361,744	564,718	9,819,272	12,224,315
28	2057-58	1,509,724	368,979	581,660	10,113,850	12,574,212
29	2058-59	1,541,489	376,358	599,109	10,417,265	12,934,223
30	2059-60	1,573,891	383,886	617,083	10,729,783	13,304,642
Total (Rounded)		**$ 35,878,000**	**$ 8,896,000**	**$ 12,458,000**	**$ 214,205,000**	**$ 271,436,000**
NPV	**6%**	**$ 12,165,000**	**$ 3,036,000**	**$ 5,040,000**	**$ 63,800,000**	**$ 84,041,000**
Inflation Rate		*2%*	*2%*	*3%*	*3%*	

Tax Increment Financing Potential

There are several property tax increment financing tools, including Enhanced Infrastructure Financing Districts ("EIFDs"), Climate Resilience Districts ("CRDs"), and Community Revitalization and Investment Authorities ("CRIAs"), that assist local governments with generating revenue to invest in economic development, infrastructure, affordable housing, and other development projects. These financing tools could be a way for the City to generate funds necessary to purchase the site, if there

was a feasible opportunity to do so. More than 30 of these districts have been created over the past 10 years and they can be a particularly valuable public financing resource when multiple eligible taxing agencies elect to participate (educational entities are not eligible). However, participation is voluntary and the City would need to convince the other taxing agencies of the benefit of this investment. Without such participation, the City would essentially be borrowing or bonding solely against its own revenue streams. Successfully negotiating participation with El Dorado County, the agency with the largest property tax share, would be essential to ensure that sufficient additional funds beyond the City's own tax revenue can be generated and invested. It is important to note that for most tax increment financing districts, it can take many years before a significant level of revenues are collected and available.

Each property tax increment financing tool involves a distinct formation process that the City would need to consider further if it decided to implement one. CRIAs, for example, offer local governments tax increment financing, in addition to unique powers such as the ability to use eminent domain to pursue community development activities, which can be a useful adjunct to negotiations. However, unlike EIFDs and CRDs, CRIAs must designate revitalization areas in which at least 70 percent of the property within the revitalization area meet the following requirements established by Government Code Section 62001(d):

1. An annual median household income that is less than 80 percent of the State-wide, County-wide, or City-wide annual median income; AND
2. Three of the following four conditions:
    - An unemployment rate 3 percent higher than the Statewide average annual unemployment rate;
    - Crime rates 5 percent higher than the Statewide average crime rate for violent or property crime offenses;
    - Deteriorated or inadequate infrastructure, including streets, sidewalks, water supply, sewer treatment and processing, and parks;
    - Deteriorated commercial or residential structures.

Depending on the census tracts or census block groups included in the potential revitalization area, RSG believes there may be evidence of the site's surrounding census tracts meeting the designated income criteria outlined by Government Code Section 62001(d) above. However, the other conditions would need to be studied and documented further in order to determine whether a potential revitalization area meets the remaining criteria.

It is important to note that if the City pursued the establishment of a CRIA, not less than 25 percent of allocated taxes would need to be deposited into a separate Low- and Moderate-Income Housing Fund for the purposes of increasing, improving, and preserving the community's supply of low- and moderate-income housing available at an affordable housing cost.

EIFDs, on the other hand, have a less stringent formation process and could yield *some* of the revenues needed to purchase the site. It is generally recommended that tax increment financing districts be established up to the maximum duration limit of 45 years in order to generate the full amount of revenue allowed. As a result, RSG prepared a 45-year tax increment forecast that assumes the following:

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1. The EIFD would consist entirely of the former Redevelopment Project Area.
2. Adoption of the EIFD would occur by June 2026 with a FY 2025-26 Base Year.
3. Tax increment collection would begin in FY 2026-27.
4. The City would contribute 50% of its tax increment revenues generated by the former Redevelopment Project Area to the proposed EIFD.
5. The County would match the City contribution in dollar amounts, which results in approximately 29% of their tax increment revenues from the former Project Area being contributed to the EIFD.

RSG projected tax increment revenues of $37 million in present value dollars (at a 6% discount rate) over 45 years, and $8 million in present value dollars over the first 10 years. These figures include both property tax increment (TI) revenues and property tax in lieu of vehicle license fee (PTIL) revenues, in addition to net available revenue from the Successor Agency's Redevelopment Property Tax Trust Fund (RPTTF). The projection assumes the City contributes 50% of its property tax increment to the EIFD and that the County agrees to match this dollar amount (which is roughly 29% of the County's property tax increment). The total amount of tax increment revenues generated will ultimately depend on the City's contribution rate, and the County's participation and contribution rate, towards the creation of a tax increment financing district, as well as the underlying development and assessed value of properties in the district.

SUGGESTIONS FOR FACILITATING DEVELOPMENT PROGRESS

The purpose of providing public assistance to the project (as further described below) is threefold:

1. It can encourage more timely and full development of the site.
2. If it leads to a successful development, the City will reap a very high return on investment through the tax revenue the project will generate.
3. It also would allow the City to set deadlines for performance as a condition of funding. Ideally, a funding agreement with the current owner or a subsequent investor could be accompanied with a recorded lien on the property, such that the threat or pursuit of foreclosure will result in either development progress or a transfer to an entity that is more motivated and capable.

However, **one major downside to the City providing financial assistance is that it could potentially trigger prevailing wage requirements for the entire project**. Depending on the local labor market, this could add 10-20% to the already high cost of development. As such, before making any commitment to provide assistance regarding the development project, the parties should explore if there is a funding structure that may avoid this costly requirement.

<u>Acquisition Offer and Subsequent Developer Solicitation</u>

The City may consider acquiring the site from the current owner and then subsequently seeking another developer to complete the project. RSG would not recommend this approach for several reasons:

- <u>Risk of investment loss</u>. As demonstrated in the analysis of development feasibility, there is both tremendous opportunity for financial gain from developing the site, and great risk that development costs could exceed the value of improvements. Moreover, the positive net value of development may not be greater than the amount the seller is willing to accept for the site.

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- Financing acquisition will likely be complicated, risky, and inadequate. Given the size of the investment, the City would need to borrow the funds necessary to acquire the site. Tax increment projections indicate that bond financing with pledged tax increment, or creation of a financing district, could yield some but not all of the purchase amount. The City's ability to repay such borrowing is predicated on development actually proceeding in the short term and generating the revenue necessary to repay bonds. Although development of the site would yield significant tax revenue, there is significant risk that development can be accomplished that is both timely and profitable.
- Surplus Lands Act. Once the City acquires the site and then seeks to dispose of it for development, the property would become subject to the State's Surplus Land Act, which requires that the land be offered first to affordable housing developers. The City could seek an exemption, but that would require reserving a portion of the site to produce affordable housing that represents 25% of the units built. This would further complicate the development process, add risk, and also burden the site with additional costs that would further diminish feasibility.
- Public Private Partnership process. The City could seek a private partner to invest alongside the City, sharing the risk and returns from development. This would likely be a complicated negotiation and agreement to achieve, particularly if it is attempted before a plan revision is approved and the private partner has completed adequate due diligence to gain confidence that the venture would be profitable. If the City were to participate in development with the private sector, it would need to comply with certain State law requirements (Government Code 52200-52203 and 53083) that include gauging the level of its financial participation and the projected outcomes, including the number of jobs created and other factors.

Public Financial Assistance to the Existing or Subsequent Owner/Developer

The current owner's sunk costs and the projected value of development create challenges for a potential investor/developer wishing to acquire the property. There are also great uncertainties with the site and its current approvals that both the current owner and subsequent interested investors will need to resolve. Perhaps the greatest value the City could add in the short term is helping mitigate some of these uncertainties, so that the site is best positioned to be "development-ready", which would allow for financing and construction as markets improve, or to facilitate a sale to another investor/developer ready and able to proceed with the project.

The primary concerns for any developer/investor considering this project are:

1. Gaining approval of a feasible plan revision.
2. Determining the full cost of development including requests to include community benefits in the project such as affordable or workforce housing, parks and public open space, or other public uses/amenities.
3. Determining if the existing parking structure and improvements are structurally reliable for vertical development.

Given the immediate impediments to potential development, RSG recommends that the City consider any or all of the following incentives or mitigations to spur development of the site:

- **Dedicated Experienced Local Advisor/Consultant**. Several stakeholders have recommended that to gain approval of a plan revision through TRPA and the City, and to successfully manage a development project of this size in a unique market, requires the abilities of a dedicated, experienced, local advisor or consultant to guide, inform, and

represent the owner or their agent through local processes. In this regard, the City could provide pre-development funding assistance for contracting for such services as part of a bilateral commitment to gain approvals for a market-ready plan revision, create more certainty and less risk for the existing or a subsequent owner/investor, and to better facilitate development in a more timely manner. This could also include the cost of architecture, design, and engineering services to prepare a revised set of plans.

- **Projected cost**: from $100,000 and up to $2 million.

- **Engineer Review of Existing Parking Structure**. Stakeholders expressed concern about the structural integrity of the existing parking structure and site improvements. The current owner or a potential investor would want assurances that vertical structures can rely on the existing foundation. The City could offer pre-development funding to commission a detailed inspection by a structural engineer.
  - **Projected cost**: from $20,000 and up to $150,000.

- **EIS/EIR Preparation**. Depending on the extent of the plan revision, there could be additional studies required to amend and update the Environmental Impact Study that was previously approved for the project. This work can be costly and time consuming and is not something an investor/developer would initiate and absorb without more certainty that a project can be approved and feasibly developed in the near term. The City could offer pre-development funding assistance towards any EIS/EIR studies required as part of the plan revision process.
  - **Projected cost**: from $100,000 and up to $1 million, depending on an assessment of the plan revision elements and applicability of prior studies.

- **Provision of Public Parking**. The City might consider the purchase of the underground parking structure or entering into a license agreement to pay for use of public parking spaces. This would provide another means of providing financial assistance, improve the feasibility of development, and sustain public parking as a community benefit.
  - **Projected cost**: from $500,000 and up to $8 million, depending on a variety of factors including the number of dedicated public spaces.

- **Public-Access Space**. The City might consider providing funding for the provision of publicly-accessible open space or parks facilities within the project site.
  - **Projected cost**: from $100,000 and up to $1 million.

- **Workforce Housing**. Presuming a workforce or affordable housing component is included as part of a plan revision, it will add considerable extra cost to the project. The City should consider providing some public subsidy from its affordable housing funds, as well as seeking how to leverage those funds with other regional, State, or Federal resources.
  - **Projected cost**: at least $1 million and up to $20 million, depending on number of units, affordability levels, and availability of other funding sources.

Other Considerations and Recommendations

Stakeholders expressed to RSG great concerns regarding the commitment, experience, and capacity of the current owner and their representatives to complete the development of the site. This is understandable given the minimal level of activity that has occurred to date, as well as the considerable number of issues that arose with the construction of the Phase 3 units over the retail spaces. Neither the owner or their representatives appear to have the background and experience

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for a development of this type and size, nor do they appear to have any local experience or relationships with the Tahoe area development community. There is also a lack of clarity regarding which individuals have authority to represent the owner, who is known to be an overseas investor.

- **The City should continue to engage with the property owner and seek to obtain assurances and confirmation of their commitment to development**, their plans and ability to execute on them, and who the City can rely on as their representative or agent. The City should request to schedule periodic check in meetings with the owner/rep to keep communication open and troubleshoot issues.
- **The City should consider withholding approval of new building permits** until the owner/rep has an approved plan to complete the full project, including a full set of drawings and TRPA approval. (Note - The TRPA permit may be renewed annually based on an assessment of the level of development activity on any portion of the site, including Chateau, Zalanta, or the retail component.)
- **The City should require the owner to complete a merger of the numerous separate parcels** that constitute the Chateau (Project A) Phase 4 site, perhaps in conjunction with seeking approval of a plan revision.

NEXT STEPS

Discussions with Current Owner and/or Representative/Agent

RSG recommends pursuing active discussion and periodic meetings with the owner/rep that include the following initial topics:

- Obtaining some form of validation from the property owner that confirms who is authorized to represent them in discussions and potential negotiations with the City.
- Clarifying their plans and expectations and explaining what may be preventing them from completing the project at this time. This would include inquiring:
  - What is their assessment of the feasibility of development?
  - Why did they only seek to build 16 units in a Phase 3 at this time?
  - What room rates and sale prices are they seeking for the 16 units of Phase 3 that are being built?
  - What amenities are being provided for the Phase 3 units? How are they being managed?
  - How much are development costs expected to be?
  - How is construction being financed?
  - What are they assuming in terms of a full development program (versus the original approved plans)?
  - Are they willing to seek approval for a plan revision from TRPA? Do they need assistance with redesign?
  - What is their financing plan?
- Asking if they are willing to accept assistance from the City to advance development.

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RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

Date: May 13, 2025

To: Joe Irvin, City Manager
Hilary Roverud, Assistant City Manager
City of South Lake Tahoe

From: Jim Simon, President
Mark Sawicki, Director
Jillian Glickman, Senior Analyst
Hannah Nelson, Research Assistant
RSG, Inc.

Subject: **Chateau Project A - Phase 4**
Follow Up Assessment on Convention Center Feasibility and Potential Tribal Development

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On March 11, 2025, RSG presented its findings and recommendations to the City Council regarding the feasibility of development for the remaining Phase 4 of the Chateau Project at Lake Tahoe Boulevard and Stateline. RSG staff responded to questions from Councilmembers at the meeting, but were also asked to subsequently provide additional information and research regarding two aspects of a potential future development:

1. The marketability and feasibility of including a substantial amount of convention center space in the project, and
2. The potential role that Native American tribes could provide as a partner in development and financing.

ADDITIONAL FINDINGS AND RESEARCH - CONVENTION CENTER SPACE

RSG conducted additional research and analysis regarding convention center marketing and feasibility, including market analysis, operational structures, and financial analysis. RSG also engaged with a representative from the Tahoe Blue Event Center (TBEC) to both verify assumptions and deepen our understanding and findings.

Summary and Key Findings

- According to our research of comparable convention center locations, we found that publicly-owned facilities often operate at a deficit. In other words, their operating revenues—such as event rentals, concessions, and parking—do not fully cover their expenses, which include staffing, maintenance, and utilities. The resulting shortfalls require support from other funding sources, such as a city's general fund. While larger jurisdictions may be able to absorb these subsidies as part of broader economic development initiatives, smaller cities may face difficult financial trade-offs or long-term sustainability concerns.

- While a convention space at the remaining Phase 4 of the Chateau Project site may benefit from a higher concentration of nearby hotel accommodations, the higher hotel rates, and

seasonal road accessibility issues would limit its overall appeal. These factors could pose a barrier to positioning the site as a competitive and dependable conference destination.

- A traditional convention center alone would likely not be viable in the South Lake Tahoe market. The current TBEC operation combines conventions, events, and sports programming to fill gaps that existing venues (e.g., nearby casinos, meeting spaces) cannot accommodate.
- The economics of convention centers can be challenging, especially in smaller or seasonal markets since staffing, utilities, and equipment drive high fixed costs. The TBEC is targeting break-even operations, although it did experience a deficit in its first year of operations.
- The local market does not have significant demand for large conferences that exceed 1,000 attendees. Most conferences are 300–600 attendees, which is currently well-served by the TBEC, in addition to nearby casinos like Harrah's, Bally's, and the Golden Nugget.
- The TBEC benefits from its proximity to Margaritaville as an alternative to casino lodging for conference attendees. There is demand for an additional hotel flag within walking distance to the TBEC given that non-gaming lodging options are in high demand among conference attendees.
- The TBEC cannot comfortably support conferences over 500–600 people. Ideal facilities for conferences above 600 attendees include at least 50,000 sq. ft. of flexible convention space, with at least 10–20 breakout rooms ranging from 2,000–4,000 sq. ft. each.
- While there may be some interest from California-based associations in hosting events in the South Lake Tahoe region, particularly those seeking scenic, non-urban settings, it is not clear that there is sufficient, consistent demand from this group to support a large-scale convention facility.
- There may be market potential to carry sports events at a large convention center space at the Chateau Project site, such as volleyball, pickleball, cheer, gymnastics, especially when paired with the existing facility at the TBEC. The TBEC believes this demand is growing and hotel-reliant.
- In summary, the marketability and feasibility of a large convention space in South Lake Tahoe remains questionable at best and would likely require significant support from a public funding source for both the construction and operation of the facility.

Comparable Convention Centers Researched

RSG conducted research on comparable convention centers to inform its analysis on the marketability and feasibility of the inclusion of a convention center space in the remaining Phase 4 of the Chateau Project site. RSG selected a total of five (5) comparable convention centers with an emphasis on convention spaces of similar scale, location characteristics, and operational structures. The Tahoe Blue Event Center, located in close proximity to the Chateau Project site, is also included for reference:

City	Name	Exhibit Space (SF)	Meeting Space (SF)
Stateline, Nevada	**Tahoe Blue Event Center**	**26,984**	**10,000**
Overland Park, KS	Overland Park Convention Center	58,500	14,100
Sharonville, OH	Sharonville Convention Center	20,500	24,200
Port Huron, MI	Blue Water Convention Center	20,100	4,200
Enid, OK	Stride Bank Center	31,500	6,700
Tacoma, WA	Greater Tacoma Convention Center	50,000	24,000

More specifically, RSG established the following criteria to choose comparable convention centers:

- Existing public-private partnerships
- Moderate distance to airport (over 30 minutes)
- Smaller convention center space (under 300,000 square feet)
- Located outside of a major metropolitan area
- Close to a popular nature-based tourist attraction

In addition to the criteria described above, the Greater Tacoma Convention Center and the Overland Park Convention Center were chosen specifically because of their recent recognitions of excellence.

Market Analysis
To evaluate the potential market demand for a convention space at the Chateau Project site, RSG analyzed the following factors for the selected comparable convention centers:

- Average Daily Room Rates
- 12-month Average Occupancy Rates
- Number of hotel rooms within walking distance (0.5 miles)
- Distance to the airport

Key Findings

- **Hotel Room Availability:** The Chateau Project site benefits from significantly greater nearby hotel rooms, with 4,147 rooms located within a 0.5-mile radius which is substantially higher than the comparable average of 608 rooms.

- **Occupancy Rates:** Occupancy rates for hotels near the Chateau Project site are similar to those near comparable convention centers.

- **Room Rates:** The average daily room rate at the Chateau site is $182—approximately 38% higher than the comparable market average of $132.

- **Airport Proximity:** The drive time to the Chateau Project site from the nearest major airport is 65 minutes, which is close to the comparable average of 62 minutes. However, tire chains were required to drive to the Chateau Project site for 114 days in 2024, which poses additional challenges for visitors traveling to and from the airport.

A summary of this information is provided below:

City	Name	Hotel Rooms (within 0.5 miles)	12 Month Hotel Room ADR	12 Month Hotel Occupancy Rate	Minutes to Airport
South Lake Tahoe, CA	**Chateau Project Site**	**4,714**	**$182**	**60%**	**65**
Overland Park, KS	Overland Park Convention Center	1,055	$134	66%	45
Sharonville, OH	Sharonville Convention Center	793	$97	56%	45
Port Huron, MI	Blue Water Convention Center	149	$133	61%	75
Enid, OK	Stride Bank Center	96	$102	59%	105
Tacoma, WA	Greater Tacoma Convention Center	948	$193	66%	40
	COMPARABLE AVERAGE	**608**	**$132**	**62%**	**62**

Implications
While a convention space at the remaining Phase 4 of the Chateau Project site may benefit from a higher concentration of nearby hotel accommodations, the higher hotel rates, and seasonal road accessibility issues may limit its overall appeal. These factors could pose a barrier to positioning the site as a competitive and dependable conference destination.

Operational Structures
RSG also analyzed the operational structures of comparable convention centers to determine how public-private partnerships may be leveraged to facilitate the operation of a convention center. While all of the comparable convention centers were *owned* by a local jurisdiction, such as a city or county, three out of the five comparable centers were *operated* by a private entity:

Name	Owner	Operator
Tahoe Blue Event Center	**Tahoe Douglas Visitors Authority**	**Private (Oak View Group)**
Overland Park Convention Center	Lancaster County Convention Center Authority	Lancaster County Convention Center Authority
Sharonville Convention Center	City of Overland Park	Private (Global Spectrum)
Blue Water Convention Center	County of St. Clair	Private (ASM Global)
Stride Bank Center	City of Enid	Private (Oak View Group)
Greater Tacoma Convention Center	City of Tacoma	City of Tacoma

Financial Analysis
To assess the financial viability of publicly owned convention centers, RSG conducted a comparative analysis of operating revenues and expenses across the comparable convention center facilities. This evaluation also included the Tahoe Blue Events Center to provide additional context.

Background
Publicly owned convention centers are often funded through a combination of revenue sources, including local general fund dollars, transient occupancy (hotel) taxes, in addition to direct revenues generated by the convention space itself, commonly referred to as charges for services. In some cases, tax increment financing can also be used as a tool to generate a dedicated funding stream for convention space, particularly when a convention center is located within a broader redevelopment area.

More commonly, general fund revenues (including hotel taxes) and tax increment revenues are applied to cover debt service on construction bonds, while charges for services are applied towards

ongoing operational costs. In instances in which operating revenues alone do not cover the full cost of operation, public subsidies are often required to maintain financial viability.

Financial Overview

RSG reviewed the most recent financial data available for the five comparable convention centers to analyze each facility's net operating performance. The analysis focused on annual operating revenues and expenses to evaluate whether facilities were self-sustaining or reliant on public subsidies. The Tahoe Blue Event Center, which opened in 2023, was also included for comparative purposes.

Name	Opening Year	Financials Year	Annual Operating Revenues	Annual Operating Expenses	Surplus/Deficit
Tahoe Blue Event Center	**2023**	**2024**	**$ 10,881,518**	**$ 12,003,398**	**$ (1,121,880)**
Overland Park Convention Center	2002	2023	$ 14,307,774	$ 13,028,210	$ 1,279,564
Sharonville Convention Center	1994	2023	$ 2,076,270	$ 3,157,823	$ (1,081,553)
Blue Water Convention Center	2015	2022	$ 2,586,450	$ 1,689,681	$ 896,769
Stride Bank Center	2013	2023	$ 1,373,993	$ 5,276,617	$ (3,902,624)
Greater Tacoma Convention Center	2004	2023	$ 5,062,840	$ 1,856,340	$ 3,206,500

Key Financial Analysis Findings

- **Net Income:** RSG found mixed results regarding comparable convention centers' ability to maintain a financial surplus. Two of the five convention centers reported operating deficits in FY 2023, with an average shortfall of approximately $2.5 million. The Tahoe Blue Event Center also experienced a deficit of approximately $1.1 million in FY 2024.

- **Impact of Facility Age:** The facilities' year of opening did not appear to have a direct impact on financial performance. While the Tahoe Blue Event Center's first-year deficit may reflect typical ramp-up challenges, other long-established facilities also operated at a loss. For example, the Sharonville Convention Center, which opened in 1994, and the Stride Bank Center, in operation for over a decade, both reported significant deficits in FY 2023. This suggests that operational maturity alone does not guarantee financial sustainability.

- **General Fund Capacity**: RSG also evaluated each jurisdiction's general fund expenditures as a measure of fiscal capacity. Local agencies with larger general funds are typically better positioned to absorb operating shortfalls without compromising other financial priorities. Both convention centers reporting financial losses—Sharonville and Enid—were located in jurisdictions with the smallest general fund budgets, suggesting that smaller cities may be more vulnerable to fiscal pressure from these facilities. However, financial performance is likely not strictly tied to jurisdiction size given both the Blue Water Convention Center and Overland Park Convention Center reported surpluses, despite having significantly different general fund capacities:

City	Name	Surplus/Deficit	Total General Fund Expenditures
South Lake Tahoe, CA	**Chateau Project Site**	**N/A**	**$ 50,435,085**
Overland Park, KS	Overland Park Convention Center	$ 1,279,564	$ 430,660,000
Sharonville, OH	Sharonville Convention Center	$ (1,081,553)	$ 15,288,591
Port Huron, MI	Blue Water Convention Center	$ 896,769	$ 65,513,176
Enid, OK	Stride Bank Center	$ (3,902,624)	$ 60,245,570
Tacoma, WA	Greater Tacoma Convention Center	$ 3,206,500	$ 615,175,286

Implications
Some publicly owned facilities often operate at a deficit, meaning their operating revenues—such as event rentals, concessions, and parking—do not fully cover their expenses, including staffing, maintenance, and utilities. The resulting shortfalls require support from other funding sources, such as a city's general fund. While larger jurisdictions may be able to absorb these subsidies as part of broader economic development initiatives, smaller cities may face difficult financial trade-offs or long-term sustainability concerns.

ADDITIONAL FINDINGS AND RESEARCH ON PARTNERING WITH TRIBE(S)

As part of our initial stakeholder engagement, RSG met with two representatives of the Washoe Tribe regarding potential involvement in the acquisition, development, and operation of the Chateau property. Following is a more extensive summary of our findings regarding their interest and ability, and what potential benefits may be gained from tribal participation in the site's ownership and development.

- The Washoe Tribe expressed interested in the economic development potential of this site and would consider partnering with a developer if the opportunity became available.
- If the Tribe were to purchase the land, they are unlikely to seek to have it designated as "Trust Land". As such, the Tribe would be subject to State and local permitting laws and would pay taxes.
- If the Tribe were to seek designation as "Trust Land", they would be open to negotiating a tax sharing agreement with the City.
- The Tribe does not have significant real estate development and management experience. They do own and manage the Meeks Bay Resort and campground on the western shore of Lake Tahoe. The resort is on Forestry Service land in El Dorado County.
- If the Tribe were to be involved with Chateau, it would most likely do so as part of a business venture that could include another tribe that has development and casino operating experience, or with a more capable and experienced non-tribe real estate development partner, or both.
- The Tribe would be interested in including a tribal-themed casino operation as part of the development.
- The Tribe would like to include employee housing with development on the site. They expect

many of their employees would find it difficult to travel to on-site jobs from distant homes, and that other local housing would be too expensive. The Tribe has a separate Housing Authority that would be involved in this aspect of a development.

- One of the main benefits cited for involving the Washoe tribe in the ownership of the Chateau development has been an exemption that is provided under the State Surplus Lands Act (SLA):
    - The SLA requires that when any City, County, or other local agency owns property that is not being used or disposed of for government purpose, it must be made available for potential acquisition and development for affordable housing or must include up to 25% of residential development to be affordable to lower income households.
    - SLA has a categorical exemption for surplus land that is transferred from a local agency to a “federally recognized California Indian tribe”.
- The SLA exemption and the benefit it provides would only become relevant if: (a) the City were to acquire or otherwise assume ownership of the Chateau property, and (b) the City subsequently selected the Washoe or another federally recognized tribe to negotiate a satisfactory disposition and development agreement. As previously communicated to City Council, the acquisition of the Chateau property would come with great financial risk and would require a method of public financing to be established.
- RSG recommends keeping the Washoe, and other tribes with development interest, apprised of the status of the Chateau site and the potential opportunity to acquire and develop the property, either directly or from the City.

California Association for Local Economic Development

TAX INCREMENT FINANCING TOOLS COMPARISON CHART

This chart was created by CALED's Tax Increment Financing Technical Committee to provide a summary of key similarities and differences between Enhanced Infrastructure Financing Districts (EIFDs), Community Revitalization Investment Authorities (CRIAs), and former Redevelopment Agencies (RDAs). To obtain more information and technical assistance on tax increment financing tools available to California cities and counties, visit www.caled.org.

FORMATION

TOPIC	RDA	EIFD	CRIA
Blight Finding	Yes	No	80% of revitalization area income must be less than 80% statewide median income Must also meet 3 of 4 tests: 1. unemployment rate 3% higher than state rate 2. crime rate 5% higher than state rate 3. deteriorated/inadequate infrastructure 4. deteriorated commercial and residential buildings
Urbanization Finding	Yes	No	No
Relationship with RDA	-	• EIFD may include former redevelopment project area • Successor Agency must have Finding of Completion for RDA project, RDA litigation must be resolved, Controller review must be complete	• CRIA may include former redevelopment project area • Successor Agency must have Finding of Completion for RDA project, RDA litigation must be resolved, Controller review must be complete
Citizen Committee Review	Yes- if residential eminent domain allowed	No	Voter protest hearing
Governing Board	Usually same as City Council/County Board that established RDA	• Governing board is separate public financing authority	• If one taxing entity: 3 members of entity's legislative body + 2 public members

		• If one taxing entity: 3 members of entity's legislative body + 2 public members • If multiple taxing entities: majority of members of each entity's legislative body + 2 public members	• If multiple taxing entities: majority of members of each entity's legislative body + 2 public members
Noticed Public Hearing	Yes	Yes	Yes – 3 hearings
Preparation of Plan	Yes- Redevelopment Plan	Yes- Infrastructure Financing Plan	Yes- Community Revitalization and Investment Plan
Public Agency Vote	Simple Majority	Simple Majority	Simple Majority
Voter Approval of Formation	No	No	Yes, if 25 – 50% of voters protest at public hearing
CEQA	Yes- EIR	Yes (may be covered by CEQA documentation for project)	Yes (may be covered by CEQA documentation for project)

POWERS

TOPIC	RDA	EIFD	CRIA
Infrastructure Financing	Yes, if no other reasonable means of financing available	Yes, for public capital facilities and projects of communitywide significance	Yes
Land Acquisition	Yes (may acquire itself or finance acquisition)	Yes (finance acquisition only)	Yes (may acquire itself or finance acquisition)
Eminent Domain	Yes – 12 year limit	No	Yes – 12 year limit
Land Conveyance	Yes	No	Yes
Environmental Remediation	Yes	Yes	Yes
Affordable Housing	Yes	Yes	Yes
Private Commercial Rehabilitation	Yes, for commercial rehabilitation loans and industrial/manufacturing financing	Yes, for acquisition, construction or repair of industrial structures	Yes

Maintenance, Operations and Services	No	No	No

FINANCING

TOPIC	RDA	EIFD	CRIA
Property Tax Increment	Yes- mandatory for all taxing agencies	Yes- only for consenting taxing agencies; education districts may not consent	Yes- only for consenting taxing agencies; education districts may not consent
Amount of Tax Increment to District	All	All or portions of consenting agencies' share as designated in plan	All or portions of consenting agencies' share as designated in plan
Issuance of Tax Allocation Bonds	Yes	Yes	Yes
Vote for Bond Issuance	RDA Board- Simple majority	IFD Board-simple majority + District Voters- 55% majority	No
Term	Up to 45 years receipt of taxes to repay debt	Up to 45 years from issuance of bonds	Up to 45 years from district formation
Relationship to RDA Debt	-	Subordinate to RDA enforceable obligations	Subordinate to RDA enforceable obligations

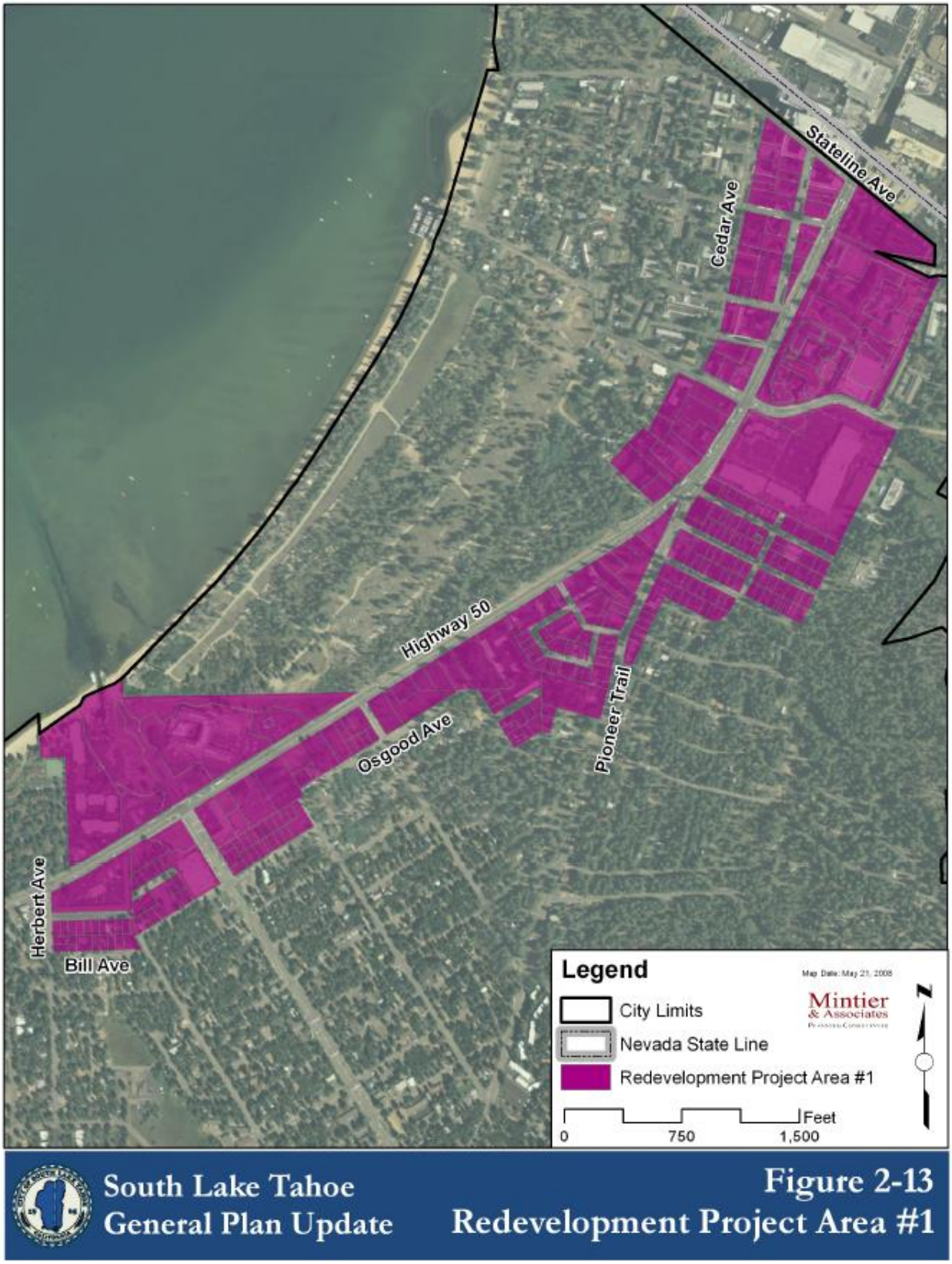
SPECIAL REQUIREMENTS

TOPIC	RDA	EIFD	CRIA
Mandatory Expenditure for Affordable Housing	Yes-20% of funds	No	Yes-25% of funds
Inclusionary Housing	Yes – 15% of privately developed housing, 30% of RDA developed housing	Yes – 100% of EIFD financed housing	Yes – 15% of privately developed housing, 30% of CRIA developed housing

Replacement Housing	Yes	Yes	Yes
Relocation	Yes	Yes	Yes
Owner Participation Rights	Yes	No	No
Restriction on Assistance to Big Box Stores and Auto Dealers	Yes	No	Yes
Prevailing Wages	• Required for RDA's own projects • For assistance to other projects, depends on form of assistance	Depends on form of assistance	Depends on form of assistance
Tax Sharing Payments to Other Taxing Agencies	Yes- Required for 1994-2011 plans, permitted for pre-1994 plans	No	No

California Association for Local Economic Development
550 Bercut Drive, Suite G
Sacramento, CA 95811
www.caled.org
Phone: (916) 448-8252 * Fax: (916) 448-3811

Attachment 05-Former Redevelopment Project Area



Reviewing Developer Proposals

Webinar Quick Reference Guide

Quick Takeaways

- **Trust but verify – check every fact.**
- **Look past the pretty pictures – numbers matter more than renderings.**
- **Systematic review = better decisions – follow your checklist.**
- **You are the safeguard – public trust requires caution and accuracy.**

Key Financial Review Points

Construction Costs:

- Verify with contracts; contingencies
- 5% (new build)
- 10–15% (rehab/historic)

Operating Pro Forma:

- Vacancy allowance reasonable?
- Expenses 25–40% of income
- Property taxes accurate

Debt & Equity:

- Amortization 25–30 years
- DCR 1.20–1.40
- LTV 65–80%

Evaluating the Developer:

- Does the developer (and contractor) have experience with this project type?
- Financial strength: Can they cover overruns or delays?
- Red flags: deferred developer fees, unrealistic assets, past liens.

The 6 Big Questions (The W's + H)

- Who? Who is on the project team? Do they have relevant experience?
- What? What exactly is the project? Budget, scope, resources?
- When? Timeline for development and review deadlines.
- Where? Location and community impact.
- Why? Does it meet an unmet need? Does it align with community goals?
- How? How is it financed? How does it all fit together?

Due Diligence Checklist (Must-Haves)

- ❑ Project description, timetable, site control
- ❑ Sources & Uses Statement + Development Budget
- ❑ 20-year operating pro forma (with reserves)
- ❑ Market study (demonstrates need)
- ❑ Environmental/Title reports & appraisal
- ❑ Developer and contractor experience & capacity
- ❑ Commitment letters from financial participants

Chateau Development Project

City of South Lake Tahoe

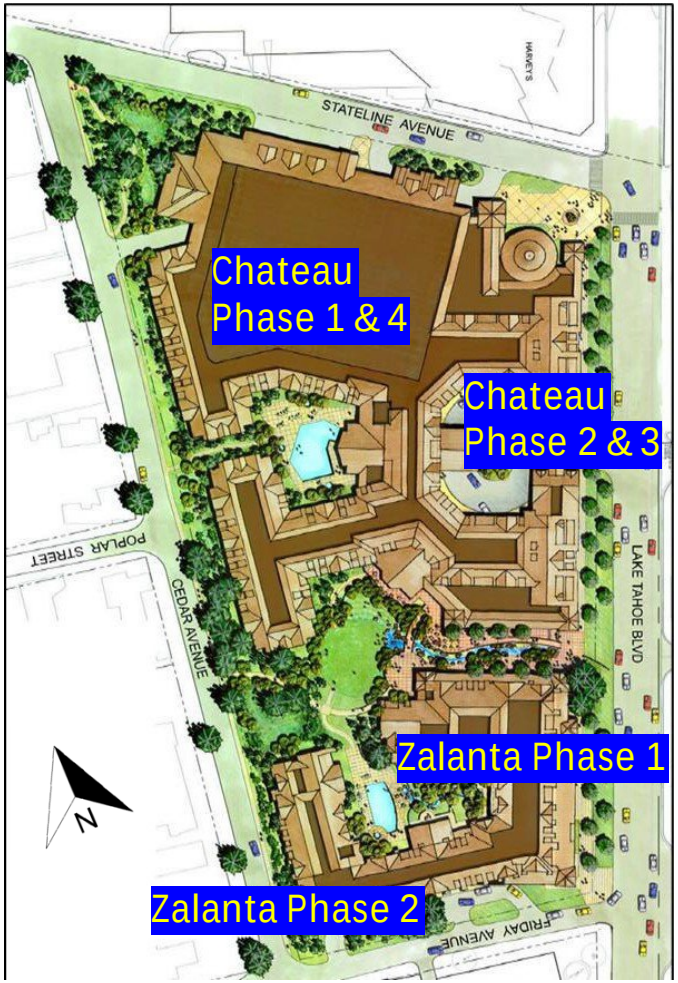
City Council Meeting

March 10, 2026

Agenda

- Recap of Project Background/Details
- Key Findings
  - Stakeholder Feedback
  - Feasibility of Approved Project and Plan Revision Alternatives
  - Tax Revenue Projections and Financing Potential
- Recommended Actions to Facilitate Development

Chateau Project Background/Details



Project Background/Details

- Project A (Chateau) approved for 365 TAUs, spa/recreation and nightclub, 16k sf commercial space, 95k sf convention space
  - Phase 1 – foundation and below-grade parking
  - Phase 2 – 27k sf of retail/bar (separate owner: Imperium Blue Holdings)
  - Phase 3 – 16 condo units over retail (in construction)
  - Phase 4 – remainder of Project A approval
- Project B (Zalanta)
  - Phase 1 – 30 units and 6.3k sf retail (completed)
  - Phase 2 – 60 units (permit application submitted, timeline TBD)

RSG Assignment

- Reviewed project history and site
- Conducted 12+ stakeholder interviews for insight/input on
  - Priorities, goals, vision for the site
  - Community benefit and infrastructure improvement ideas
  - Local economic and market conditions
  - Public and private investment
- Conducted market analysis, evaluated development program feasibility, prepared tax increment analysis, and explored financing tools
- Researched planning and permitting, sales and leasing data, market trends, construction costs, and assessor tax data

Key Findings

Findings – Stakeholder Feedback

- Development remains negatively impacted by labor and material costs, interest rates, tepid demand, unique Tahoe regional challenges
- SLT has a saturation of 3-star hotels; but high demand for “amenitized home ownership” and larger vacation home rentals in tourist core
- Successful convention/conference center destinations may provide diverse economic benefits; however, significant development costs and operating deficits require government subsidy and/or contributions from hotel operators
- Tahoe Blue Events Center has lessened demand for events space, but increased demand for larger accommodations

Stakeholder Feedback (continued)

- The Chateau site has conditions of approval that are 20 years old
- A plan revision is needed for site development to be feasible and marketable, and should
  - eliminate large convention center but keep some meeting space
  - allow for larger units (3- to 5-bedrooms)
  - add more commercial floor area (CFA) for restaurants and retail, and
  - provide publicly accessible indoor and outdoor community space
- A plan revision should address concerns around transit, traffic, and parking, as well as consider a workforce housing component
- The Washoe Tribe would consider partnering with a developer if the opportunity arose

Follow Up Research on Convention Center

- TBEC can support conferences up to 600 people. Larger groups would seek at least 50,000 sq. ft. of flexible convention space, with 10-20 breakout rooms
- There may be market potential to host more sports events, paired with TBEC
- High hotel rates and seasonal road conditions limit SLT's overall appeal and create a barrier to positioning the site as a competitive and dependable conference destination
- Marketability and feasibility of a large convention space in SLT remains questionable at best

Project Feasibility

Feasibility of Original and Revised Project

- A project similar to the approved plan is not financially feasible
- RSG estimates costs would significantly exceed project value
  - Convention center alone may cost approx. $85 million
  - Original plan assumed public financing would be available
- A plan revision is needed to reduce costs and increase revenue potential
- Other community benefits could be considered that enhance the overall project experience and viability given its prime location

Suggested Plan Revision

Component	Suggested Plan Revision	2007 Approval Chateau (Project A) Phase 4	Change
Standard Hotel units	125	n/a	
Residential Condominiums	160	n/a	
Total TAUs	285	349	-64
Workforce Housing units	59	0	59
Lodging sq. ft.(gross)	456,793	411,284	45,509
Workforce Housing	50,000	-	50,000
Accessory Eating/Drinking/Retail	10,500	75,480	(64,980)
Rec/Spa	24,700	16,193	8,507
Accessory Use:	35,200	91,673	(56,473)
Commercial Floor Area (CFA)	20,735	1,535	19,200
Meeting Space	10,000	95,302	(85,302)
Total Development sq. ft.	572,728	599,794	(27,066)

Plan Revision Feasibility

- RSG projects the suggested plan revision would still have a below-market value at this time
- A workforce component may not be possible to include without identifying an external source of subsidy
- Feasibility of development does not include land value (a sunk cost for the current owner). A prospective buyer would not be able to acquire and develop without a substantial subsidy or discount
- Market changes, such as significant increases in room rates and a reduction in interest rates, could make it possible for development to be profitable

Tax Revenue Projections and Financing Potential

Tax Revenue Projections and Financing

- A successful project would generate property tax, sales tax, and transient occupancy tax (TOT) for the City
- Fiscal revenues are projected at $6+ million annually by Year 10, and $84 million over 35 years
- A tax increment financing district (TIFD) could yield $8 million over the first 10 years, or $37 million over 45 years
  - Assumes cooperation from the County
  - Even if successful, a TIFD may not generate enough upfront value to close the development feasibility gap

Recommended Actions to Facilitate Development

Providing Assistance to Owner or a Buyer

- Primary uncertainties for any developer/investor are:
  1. Gaining approval of a feasible plan revision
  2. Determining the full cost of development including community benefits, affordable or workforce housing, parks and public open space, etc.
  3. Determining if the existing parking structure and improvements are structurally reliable for vertical development
- Therefore, the greatest short-term value add is to mitigate project uncertainties and position the site to be "development-ready"
  - Allows for construction to occur quickly when markets improve
  - Can help facilitate a sale to another developer

Potential Incentives

Incentives	Low Range	High Range
1. Engineer review of existing parking structure	$20,000	$150,000
2. Provide for dedicated experienced local advisor/consultant	$100,000	$2 million
3. EIS/EIR preparation	$100,000	$1 million
4. License/purchase parking for public use	$500,000	$8 million
5. Public access space	$100,000	$1 million
6. Workforce housing	$1 million	$20 million
Range	$20,000 - $1.82 million	$32 million

Facilitating Development Progress

- 👍 Encourage more timely and full development of the site
- 👍 If successful, City would yield a high return on investment
- 👍 A funding agreement could allow City and owner/developer to mutually set expectations and performance milestones
- 👎 Public assistance may add ~20% to costs for prevailing wage

Other Considerations and Next Steps

- Continue engaging with property owner to
  - Clarify plans and expectations
  - Seek their assessment on project feasibility and ability to finance
  - Discuss plan revision components
  - Determine if they are willing to accept City assistance
- Work with TRPA regarding plan revision expectations
- Explore TIF District potential with County
- Keep the Washoe and other tribes with interest apprised of the status and any potential opportunity to partner in development

RSG

BETTER COMMUNITIES.
BOLDER FUTURES.

Jim Simon, Principal

jsimon@rsgsolutions.com

714.316.2120

Mark Sawicki, Director

msawicki@rsgsolutions.com

714.316.2194

SAN DIEGO · LOS ANGELES · OAKLAND

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CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT
C-194-2024
Amendment #1

This Amendment is made on March 10, 2026 to the Professional Services Agreement entered into as of August 13, 2024 by and between the City of South Lake Tahoe ("City") and RSG, Inc. The parties hereby agree to the following amended terms.

Section 2 Term/Time of Performance is amended in its entirety as follows:

The services by Consultant are to commence upon the execution of the Agreement and continue until December 31, 2026.

IN WITNESS WHEREOF, the parties have caused this Agreement Amendment #1 to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By _____
Cody Bass, Mayor

Date _____

CONSULTANT:

By _____
Jim Simon, Principal

Date _____

APPROVED AS TO FORM:

By _____
Heather Stroud, City Attorney

Date _____

ATTEST:

By _____
Susan Blankenship, City Clerk

Date _____

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 16

Agenda Item: Ski Run Business Improvement District Annual Report and Budget

Executive Summary: This item completes the first step of the two-step process listed below as required by Streets & Highways Code sections 36533-36534. Step two, required by Streets & Highways Code section 36535, is scheduled for May 5th, 2026. Every year the Ski Run Business Improvement (BID) District Advisory Board is required to submit an Annual Report and proposed budget for approval to the City Council (City Ordinance No. 927, Section 2.9). The Council then adopts a â€œResolution of Intention," which indicates the Councilâ€™s intention to levy an assessment to the BID members and sets a time and place of a future Public Hearing whereby members of the BID can provide written protests on the content of the Annual Report for the upcoming fiscal year.

Requested Action / Suggested Motions: Pass a Resolution approving a letter of intent to levy an assessment to the Ski Run Business Improvement District members and setting a time and place of a future public hearing whereby members of the Ski Run Business Improvement District can provide written protests on the content of the Annual Report for the upcoming fiscal year.

Responsible Staff Member: Ben Hannah - Accountant II

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

Attachments:

- 01 Staff Report Ski Run BID 03-10-2026.docx
- 03 SRBID 2026-2027 Budget Proposal.pdf
- 04 SRBID 2026-2027 Prior Year vs Adopted.pdf
- 05 SRBID 2026-2027 Budget Proposal includes Measure S.pdf
- 06 Ski Run BID Report 2026.pdf
- 07 AB 1572 (Friedman)_Irrigation Mandate.pdf
- 02_SRBID_Resolution_First_Meeting_03.10.2026.docx

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

Meeting Date: March 10, 2026

Title: Ski Run Business Improvement District Annual Report and Budget

Location: Ski Run Blvd

Responsible Staff Member: Ben Hannah, Accountant II (530) 542-6079

Background: On November 19, 2002, City Council formed the Ski Run Business Improvement District (SRBID) by adopting Resolution No. 2002-71. The Ski Run BID was formed under the Parking and Business Improvement Area Law of 1989, which is codified at California Streets & Highways Code 36500-36551. This Staff Report has been composed in accordance with Streets & Highways Code 36533 to satisfy the annual requirements for the Ski Run BID.

Issue and Discussion: This item completes the first step of the two-step process listed below as required by Streets & Highways Code sections 36533-36534. Step two, required by Streets & Highways Code section 36535, is scheduled for May 5th, 2026.

Step 1: Every year the Ski Run BID Advisory Board is required to submit an Annual Report and proposed budget for approval to the City Council (City Ordinance No. 927, Section 2.9). The Council then adopts a "Resolution of Intention", which indicates the Council's intention to levy an assessment to the BID members and sets a time and place of a future Public Hearing whereby members of the BID can provide written protests on the content of the Report for the upcoming fiscal year.

Step 2: The City Council must hold a public hearing and shall consider all protests from business owners within the Ski Run Business Improvement District, received either in writing and submitted to the City Clerk prior to the Public Hearing or presented orally at the Public Hearing. If a majority of businesses (based on their BID assessment) do not provide written protests, the Council may adopt a new Resolution confirming the report as originally filed or as changed. This will allow the Finance department to include the BID assessments with the annual business license renewal billing beginning in May for the 2026/2027 business tax year.

Annual Assessments:

1. There are no changes to the boundaries or areas of benefit in the area.
2. The method of assessment for 2026/2027 remains the same as in previous years and is as follows:
   a. 25% of the annual Business and Professions Tax and, if applicable
   b. $2.00 per lineal foot of property frontage on Ski Run Blvd, if the property is owned by a business license holder.

Revenues: The Ski Run BID receives operating revenues from the annual assessments estimated to be $13,600 for business license year 2026/2027 which is $400 lower than the projection for the previous year 2025/2026. The reduction is due to at least one commercial business having been converted to a vacation home rental which are not required to obtain a City business license, and therefore do not pay SRBID fees. The next year's projections assume that revenues will be lower than 2025/2026 projections but about the same as 2025/2026 actuals due to a relatively stable market.

Expenses: BID assessments will continue to be used for the allowable expenses of landscape maintenance which includes landscape maintenance, water, and electricity. The City Public Works Department performs landscape maintenance for six months beginning May 1st and ending October 31st. Activities include sprinkler repair, weeding, clean-up, and debris removal. Historically, the assessments have not been adequate to fully cover these costs, which would be the case for year 2026/2027 as well.

The proposed budget is based on last year's actual revenues and expenses with exceptions related to California mandate AB1572 which prohibits the use of potable water to irrigate nonfunctional turf on commercial, municipal, institutional, and multifamily residential properties. The City worked with Ski Run BID and Friends of Ski Run to fulfill the mandate requirements by converting the landscaping to a more sustainable and natural turf free environment. While these improvements will likely not reduce labor costs, savings are expected in water usage and machine maintenance reflected in the projected budget for fiscal year 2026/2027.

The proposed budget for the Ski Run BID reflects a projected shortfall of $12,700 compared to $13,500 approved for the prior year General Fund subsidy. Utilities are likely to be lower with reduced water consumption. Landscaping costs and assessment revenues are expected to remain stable with the expenses continuing to exceed BID revenues requiring an ongoing General Fund subsidy.

Financial Implications: The proposed 2026/2027 Ski Run Landscaping (fund 280) Funding Plan is attached and will be brought back for adoption as part of the fiscal year 2026/2027 City budget. The plan includes the BID assessment funded portion for landscaping and maintenance and the City General fund portion from the Parks Department for landscaping and maintenance. For fiscal year 2026/2027, staff recommends budgeting $12,700 to be transferred in from the General Fund in order to reflect a true cost and achieve a balanced budget for the Ski Run Business Improvement District.

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

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

Resolution 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

March 10,2026

Declaring its Intention to Levy an Annual Assessment for the 2026-2027 Fiscal Year Upon the Ski Run Business Improvement District

BACKGROUND

A. California Streets and Highways Code Section 36500 et seq, authorizes cities to establish parking and business improvements areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business, and enhance the business district.

B. City Council established such an area known as the Ski Run Business Improvement District, which is located on Ski Run Blvd between Lake Tahoe Blvd and Pioneer Trail.

C. The annual process for levying assessments in business improvement districts requires that cities adopt a Resolution of Intent that declares their intent to levy such an assessment and set a date for a public hearing where interested parties may be heard on the issue.

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

1. Finds that the recitals set forth herein are true and correct.

2. Approves for consideration the Ski Run Business Improvement Annual Report for the year 2026, which is attached hereto and incorporated herein by reference.

3. Declares that there are no changes to the boundaries of the "Ski Run Business Improvement District" (the "District") as approved by the City of South Lake Tahoe City Council Ordinance 927. The boundaries of the District remain as set forth in the Map and boundary descriptions included in Exhibit A of Ordinance 927. A true and correct copy of the map is on file with the City Clerk of the City of South Lake Tahoe.

4. Declares that the types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District have not changed. The types of improvements and activities are generally described as landscape maintenance, and are delineated in the Annual Report, attached hereto and incorporated herein by reference. A true and correct copy of the Annual Report is on file with the City Clerk of the City of South Lake Tahoe.

5. Intends to levy and collect an annual assessment for 2026/2027 fiscal year on businesses in the District, except where funds are otherwise available, to pay for all

improvements and activities of the District, as set forth in the Annual Report, which is attached hereto and incorporated herein by reference.

6. Directs that all funds of the District shall be expended on improvements and activities within the District.

7. Declares that the method and the basis for levying the assessments on all the businesses within the District are set forth in the Annual Report and attached hereto and incorporated herein by reference.

8. Declares that new businesses shall not be exempt from assessment.

9. Sets a public hearing, consistent with California Streets and Highways Code sections 36524 and 36525, to levy the proposed assessment for 2026/2027 fiscal year for May 5th, 2026 at 9:00 a.m. before the City Council of the City of South Lake Tahoe at the Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe, California.

10. Declares that at the public hearing, the testimony of all interested persons, for or against the levy of the proposed assessment for 2026/2027 fiscal year, the boundaries of the District, the area of benefit within the District and the assessments to be levied, will be heard.

11. Declares that a protest against the levy of the proposed assessment for 2026/2027 fiscal year or any aspect of it may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the levy of the proposed assessment for 2026/2027 fiscal year, a protest must be in writing. A written protest may be withdrawn from writing at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and the business' address, the City business license tax registration number, name of protester, signature of protester, date of protest and the reason(s) the protester is against the levying of the District assessment. If the person signing the protest is not shown on the official records of the City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or evidence of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made. Written protests shall be filed with the City Clerk, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150, at or before the time fixed for the hearing.

12. Declares that if at the conclusion of the public hearing, there are of record, written protests by the owners of the businesses within the District that will pay fifty percent (50%) or more of the total assessments of the entire District, no further proceedings to levy the proposed assessment for 2026/2027 fiscal year shall occur. New proceedings to levy an assessment shall not be undertaken again for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council. If the majority of written protests are only as to an improvement or activity

proposed, then that type of improvement or activity shall not be included in the levy of the proposed assessment for 2026/2027 fiscal year within the District.

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

14. Directs the City Clerk to provide notice of the public hearing as follows:

    a. Publish this Resolution of Intention in a newspaper of general circulation in the City of South Lake Tahoe once, at least seven (7) days before the hearing.
    b. Mail a complete copy of this Resolution of Intention to each and every business owner in the District within seven (7) days of the adoption of this Resolution by the City Council.

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

Adopted by the City of South Lake Tahoe City Council on March 10, 2026, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cody Bass, Mayor

Attest:

_____

Susan Blankenship, City Clerk

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

BID Projected Budget FY 2026/2027			
FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT			
BID Operating Revenue			
BID Assessment		$	13,600
	Total Revenue	$	13,600
BID Operating Expenses			
Water/Sewer Utilities		$	6,300
Landscaping		$	17,000
Electricity for Timers		$	3,000
	Total Expenses	$	26,300
BID Net Operating Revenue (Expense)		$	(12,700)
Other Revenue Funding Sources			
General Fund Subsidy		$	12,700
Ski Run BID Fund Balance		$	-
Net Budgeted Revenue/(Expense) **		$	-

Total General Fund Subsidy $12,700

Provided for reference only. The above budget will be brought back for adoption as part of the fiscal year 2026/2027 City budget.

Water Consumption expected to be reduced due to improvements made under CA Mandate AB1572

Ski Run Landscaping and Bike Trail Maintenance Funding Plan

2025/2026 Adopted Budget and 2026/2027 Projected Budget

Administered and Accounted for by City

BID Adopted Budget FY 2025/2026

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

Total General Fund Subsidy $13,500

Provided for reference only.

BID Projected Budget FY 2026/2027

FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT		
BID Operating Revenue		
BID Assessment		$ 13,600
	Total Revenue	$ 13,600
BID Operating Expenses		
Water/Sewer Utilities		$ 6,300
Landscaping		$ 17,000
Electricity for Timers		$ 3,000
	Total Expenses	$ 26,300
BID Net Operating Revenue (Expense)		$ (12,700)
Other Revenue Funding Sources		
General Fund Subsidy		$ 12,700
Ski Run BID Fund Balance		$ -
Net Budgeted Revenue/(Expense)		$ -

Total General Fund Subsidy $12,700

Provided for reference only. The above budget will be brought back for adoption as part of the fiscal year 2026/2027 City budget.

BID Projected Budget FY 2026-2027			
FUND 280 - SKI RUN BUSINESS IMPROVEMENT DISTRICT			
BID Operating Revenue			
BID Assessment			
	Total Revenue	$	13,600
BID Operating Expenses			
Landscaping		$	17,000
Water/Sewer Utilities		$	6,300
Electricity for Timers		$	3,000
	Total Expenses	$	26,300
BID Net Operating Revenue (Expense)		$	(12,700)
Other Revenue Funding Sources			
General Fund Subsidy		$	12,700
Ski Run BID Fund Balance		$	-
Net Budgeted Revenue/(Expense)		$	-

FUND 281 - MEASURE S RECREATION SKI RUN BIKE TRAIL			
Measure S Operating Revenue			
STAR Ballot Measure (Fund 281)		$	13,000
	Total Revenue	$	13,000
Measure S Operating Expenses			
Employee Compensation		$	3,100
Technical Services		$	4,800
Snow Removal		$	-
Sand and Snow Poles		$	2,000
Electricity for Lights		$	3,900
	Total Expenses	$	13,800
Measure S Net Operating Revenue/(Expenses)		$	(800)

Total General Fund Subsidy $12,700

Provided for reference only.
Note: Fund 281 Deficit is covered by prior year fund balance.

February 12, 2026

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

Subject: 2025 Ski Run Business Improvement District Annual Report

Dear Mr. Hannah,

We thank the City and City Council for their continued support of the Ski Run Business Improvement District (BID), businesses on Ski Run Boulevard, and neighbors who call this area home. Ski Run BID members continue to pay their annual assessment and continue to champion what we think is one of the greatest boulevards in the country.

Community Events
Ski Run continues to host community-focused events during the summer months. Our events promote community and Ski Run businesses.

In 2025, events included:

- *Ski Run Farmers Market* – June through September. To continue to improve this beloved annual market series, the BID looked to partner with a local production company. Sun Snow Event Co was contracted at the beginning of 2025 and elevated the Ski Run Market with more vendors, more music and more dates. The market series remains a community favorite, driving foot traffic to Ski Run businesses in addition to supporting the many local vendors.
- *Longest Dinner Table in Tahoe* - June. More than 200 community members gathered on Ski Run to share a meal and raise funds for a local non-profit. In 2025, the event raised $20,000 for local families in South Lake Tahoe. The Longest Table is growing! They're expanding to three full blocks in 2026. Building on last year's success, they're expanding their partnership with the Marcella Foundation to drive even more funding and

awareness toward the local projects our community needs most. Nearly 1,000 locals will share a meal to celebrate the South Lake Tahoe community.
- *Tahoe Brewfest* – August. For the second year in a row, Ski Run hosted the largest fundraiser event for the Boys and Girls Club of Lake Tahoe. This event celebrates all that is special about South Lake Tahoe's mountain culture: our beer, our crafts, our environment and, most of all, our community.

Landscaping Changes

In July 2025, members of the BID met with city staff regarding the re-landscaping and water conservation project along Ski Run Blvd between the bike path and street curb. For years, the BID has advocated for the conversion of grass to something more environmentally friendly and looked forward to partnering with the city on this statewide initiative.

We understood that the city needed to work within budget and time constraints and appreciated the opportunity to have input on ways to prioritize and stretch the budget. While we fully support the project in its intent, concerns remain regarding the long-term aesthetics and ongoing maintenance. We need to ensure the balance between "natural" landscaping and a "well taken care of" commercial core area.

Transportation and Environment

- We also support expanding bike and pedestrian trails that connect to Ski Run Blvd. including the complete streets and paths on Spruce Ave and path connections to Bijou Elementary School and Stateline.
- We are excited about the planned Ski Run Mountain to Marina Green Infrastructure Plan. We support projects to reduce stormwater pollution from reaching Lake Tahoe,
- Thank you for continuing to work with Heavenly Mountain to address parking management and overflow parking issues. Parking for access to the ski resort in the winter can impact all of Ski Run Boulevard. Long-term solutions will require collaboration between businesses on Ski Run, Heavenly, and the City.

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

Sincerely,

Chris McNamara
Corey Rich
Devin Middlebrook
Jeff Cowen
Rachel Carlson

Date of Hearing: April 18, 2023

ASSEMBLY COMMITTEE ON WATER, PARKS, AND WILDLIFE
Rebecca Bauer-Kahan, Chair
AB 1572 (Friedman) – As Amended April 11, 2023

SUBJECT: Potable water: nonfunctional turf

SUMMARY: Prohibits the use of potable water to irrigate nonfunctional turf on commercial, municipal, institutional, and multifamily residential properties. Begins a phase-in of this ban for specified property types beginning January 1, 2026. Specifically, **this bill**:

1) Defines "nonfunctional turf" as any turf not located in areas designated by a property owner or a government agency for recreational use or public assembly. Excludes cemeteries from this definition.

2) Prohibits the use of potable water to irrigate nonfunctional turf on commercial, industrial, municipal, institutional, and multifamily residential properties and phases this ban in as follows:

    a) Beginning January 1, 2026, for all properties owned or leased by the Department of General Services;

    b) Beginning January 1, 2027, for all municipal and institutional properties, except those in disadvantaged communities (DAC);

    c) Beginning January 1, 2028, for all commercial and industrial properties;

    d) Beginning January 1, 2029, for all multifamily residential properties, except those in DACs; and

    e) Beginning January 1, 3030, for all multifamily residential affordable housing properties and all municipal properties in a DAC.

3) Exempts the use of potable water to ensure the health of trees and other perennial plantings or to address immediate health and safety needs from the prohibition outlined in #2, above.

4) Permits the State Water Resources Control Board (State Water Board) to extend compliance dates outlined in #2, above, by up to three years through regulation.

5) Requires the State Water Board to adopt regulations by July 1, 2025, to develop procedures and criteria for compliance extensions (e.g., for economic hardship) and to establish methods of compliance certification by property owners.

6) Requires public water systems to update their regulations, ordinances, or policies governing water use no later than January 1, 2026, to incorporate the prohibition on the use of potable water on nonfunctional turf established by this bill and to communicate these requirements to their customers on or before January 1, 2026.

7) Requires commercial, industrial, municipal, and institutional property owners with more than 5,000 square feet of irrigated areas to certify to the State Water Board compliance with this bill beginning June 30, 2029 and every three years thereafter through 2038.

8) Requires multifamily residential property owners with more than 5,000 square feet of irrigated areas to certify to the State Water Board compliance with this bill beginning June 30, 2030 and every three years thereafter through 2039.

9) Provides that an entity not in compliance with this bill shall be subject to civil liability of up to $500 per day of violation and any penalties imposed by an urban water supplier.

10) Authorizes a water system, city, county, or city and county to enforce the provisions of this bill.

11) Requires the State Water Board to begin annual compliance audits to track implementation of this bill on July 1, 2030. The State Water Board shall audit two hydrologic regions each year and rotate regions so that every region is audited every five years. The compliance audits shall include visual inspections of specified properties and be posted on the State Water Board's internet web site.

12) Requires the Department of Water Resources to prioritize water conservation and integrated regional water management (IRWM) funding to replace nonfunctional turf for public water agencies serving DACs and to owners of affordable housing.

13) Requests the Division of Agriculture and Natural Resources within the office of the President of the University of California (Division) to consult with the Department of Education to disseminate information on native and climate-appropriate plants in schools serving K through 12 grades. Requires the Vice President of the Division to report to the Legislature on progress implementing this bill no later than June 30, 2026.

14) Defines various terms for the purposes of this bill, including "affordable housing," "multifamily residential housing," "potable water," and "turf."

EXISTING LAW:

1) Imposes a penalty of up to $500 per day for violations of water rights or orders or regulations adopted by the State Water Board (Water Code § 1846).

2) Establishes a standard for indoor residential water use as follows: (a) 55 gallons per capita daily (gpcd) until January 1, 2025; (b) 47 gpcd beginning January 1, 2025; and (c) 42 gpcd beginning January 1, 2030 (Water Code § 10609.4).

3) Requires the State Water Board, in coordination with DWR, to adopt long-term standards for outdoor residential use, outdoor irrigation with dedicated irrigation meters in conjunction with commercial, industrial, and institutional (CII) water use, and a volume for water loss by June 30, 2022 (Water Code § 10609.2).

4) Defines the following terms relative to water conservation law (Water Code § 10608.12):

   a) "Commercial water user" as a water user the provides or distributes a product or service;

b) "Disadvantaged community" as a community with an annual median household income that is less than 80 percent of the statewide average;

c) "Industrial water user" as a water user that is primarily a manufacturer or processor of materials or that is primarily engaged in research and development;

d) "Institutional water user" as a water user dedicated to public service, including higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions;

e) "Large landscape" as a nonresidential landscape as described by performance measures adopted by the State Water Board; and

f) "Urban retail water supplier" as either a public or private water supplier that provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet annually at retail for municipal purposes.

5) Requires each "urban retail water supplier" to calculate its urban water use objective no later than January 1, 2024, and by January 1 every year thereafter. The urban water use objective shall be the sum of the following: (a) aggregate estimated efficient indoor residential water use; (b) aggregate estimated efficient outdoor residential water use; (c) aggregate estimated efficient outdoor CII water use; (d) aggregate estimated efficient water loses; (e) aggregate estimated water use with variances, as appropriate; and (f) bonus incentives for potable reuse (Water Code §10609.20).

6) Declares that the use of potable domestic water for nonpotable uses, including outdoor irrigation, is a waste or unreasonable use of water if recycled water is available for these uses (Water Code § 13550).

FISCAL EFFECT: Unknown. This bill is keyed fiscal.

COMMENTS:

1) **Purpose of this bill**. According to the author, "there is an urgent need for additional efforts to reduce unnecessary water use in urban areas. Although drought conditions from 2014-2017 were said to be the most severe drought since statehood, California saw dry conditions return quickly, with severe curtailments of State Project water deliveries imposed in 2022. At the same time, water supply conditions deteriorated rapidly in the Colorado River Basin, a major source of water for urban Southern California." The author notes efforts currently underway to address the shortfall of water in the Colorado River Basin as further evidence of the need for California to reduce its overall water use and demand on Colorado River water in particular.

   The author notes "a large portion of California's treated drinking water is used to irrigate urban landscapes. In a year without drought restrictions, roughly half of all publicly supplied water is used outdoors, primarily for landscape irrigation…. In a study published in 2005, it was estimated that California had approximately 2.75 million acres of turf grass. Nearly all this turf requires irrigation to survive, and nearly all the irrigation is with treated drinking water."

Finally, the author argues that this bill "is an extension of past and current state policies to reduce unnecessary water consumption in urban landscapes. It would prohibit the use of drinking water for the irrigation of nonfunctional turf located on commercial, industrial, municipal, institutional, and multifamily residential properties, in stages between January 1, 2026 and January 1, 2029. This will help California businesses and communities save both water and money, and transition to sustainable alternatives that can keep landscapes beautiful."

2) **Background**. California, along with other Western states, experienced severe drought conditions from 2021 until this winter. Drought, even extreme drought, is not unusual for this region, but the fact that California experienced such severe dry conditions only a few years after its worst drought on record from 2012-16 has raised alarmed bells across the state and the West. The situation in the Colorado River Basin has led U.S. Bureau of Reclamation Commissioner Camille Touton to call for a reduction in use of Colorado River water of between 2 million acre-feet (AF) and 4 million AF annually to avoid loss of power generation and to ensure water deliveries.

   California drought emergency 2021-23. Fortunately, wetter conditions allowed Governor Newsom to lift the drought emergency for most regions of the state on March 28, 2023, by issuing Executive Order (EO) N-5-23. The relief is welcome, but the previous three years have been severe. The Governor first declared a drought emergency on April 2021, directing various actions to conserve water, and extended the emergency due to ongoing drought conditions seven times. Because of worsening drought conditions in early 2022, the Governor expanded the state's drought response by issuing EO N-7-22 on March 28, 2022. EO N-7-22 directed a suite of actions, including that the State Water Board consider adopting an emergency regulation banning the irrigation of "nonfunctional turf" in the commercial, industrial, and institutional sectors.

   Emergency regulation on nonfunctional turf. Following the Governor's direction, the State Water Board adopted an emergency regulation banning the irrigation of decorative grass, with limited exceptions, that took effect on June 10, 2022. The emergency regulation remains in effect until June 10, 2023. The definition of "nonfunctional turf" in the emergency regulation is slightly narrower than this bill in that it is limited to ornamental turf: "turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events." In contrast, this bill does not narrow its definition of "nonfunctional turf" to turf that is "solely ornamental," but rather defines it by its designated use. The emergency regulation also includes homeowners' associations (HOA) and common interest developments (CID) in the definition of "commercial, industrial and institutional," but does not include actual residences within HOAs or CIDs. This bill in contrast does not cover HOAs and CIDs in its current form.

   Governor's "California's Water Supply Strategy: Adapting to a Hotter, Drier Future" (August 2022). Governor Newsom released this strategy to address a projected 10% decrease in water supply (6 million to 9 million AF of water) by 2040 due to climate change. To address this shortfall, the strategy sets targets and outlines actions for increased water recycling, desalination, stormwater capture, and water conservation as well as an expansion of 4 million AF of surface and underground storage. Achieving the targets laid out in the

strategy would "close the evaporative gap." One action highlighted is the conversion of 500 million square feet of ornamental turf by 2030. The Administration asserts this can be achieved through programs and policies that incentivize turf conversion and that, if this goal is achieved, it could save 66,000 AF of water annually at a cost of $1 billion.

"*The Untapped Potential of California's Urban Water Supply: Water Efficiency, Water Reuse, and Stormwater Capture*." This report by the Pacific Institute released in April 2022 estimates that conversion of turf to less water-intensive landscapes on commercial, industrial, and institutional properties could save up to 400,000 AF of water per year.

Nevada nonfunctional turf ban. In 2021, the Nevada Legislature enacted AB 356 (Committee on Ways and Means) that prohibits the use of Colorado River water to irrigate nonfunctional turf on commercial, multi-family, and institutional properties within the service territory of the Southern Nevada Water Authority (SNWA) or its member agencies beginning January 1, 2027. SNWA serves more than 2.2 million residents in Southern Nevada, including the Las Vegas metropolitan area. AB 356 directed SNWA to define nonfunctional turf and SNWA has, in turn, developed the following definition: "an irrigated grass area not providing functional use;" SNWA indicates that examples include streetscape turf; grass in front of, between, behind or otherwise adjacent to a properties not zoned single-family residential; and turf managed by an HOA that does not provide a recreational benefit to the community. This bill's definition is similar to that used by SNWA.

3) **Arguments in support**. This bill is sponsored by the Natural Resources Defense Council and Heal the Bay (sponsors) that argue this bill "will phase out unnecessary water use in urban areas, support communities in saving both water and money and speed the transition to sustainable alternatives that can keep landscapes beautiful." The sponsors note that California has had policy in place since 1990 to reduce water use for landscape irrigation in urban settings, but that, nonetheless, "a legacy of irrigated decorative grass remains."

4) **Oppose unless amended**. The Association of California Water Agencies (ACWA) and other associations have taken an "oppose unless amended" position on this bill due to concerns over the definition of "nonfunctional turf" in this bill. ACWA et al. support prohibiting the use of potable water on nonfunctional turf in certain sectors, but are concerned that this bill's definition is broader than that in the emergency regulations and that the prohibition applies to multifamily housing. In addition, ACWA et al. argue that it is inappropriate to allow water wholesalers and other entities that do not have a direct relationship with individual customers to enforce the provisions of this bill; for this reason, they seek "language that would require coordination with the local water retailer for any enforcement by an entity that is not the retailer." Finally, ACWA et al. assert that "directing funding intended for IRWM activities to focus on turf replacement is inappropriate" and seek an amendment striking the reference to IRWM funding from this bill.

5) **Opposition**. The El Dorado Irrigation District (EID) opposes this bill arguing that it undermines local agencies' discretion and flexibility to meet their urban water use objective as required by AB 1668 and that it will "impose significant new costs on urban retail water suppliers." EID contends that this bill "is based on a path of scarcity, imposing restrictions and prohibitions on a selective basis. Instead, the Legislature should focus on increasing resilience and enhancing adaptive capacity that will provide opportunities to strengthen water resources management and plan for climate change impacts."

6) **Proposed committee amendments**. Unlike the emergency regulation, this bill does not cover turf in HOAs, CIDs, and community service organizations that do not have a recreational or other civic purpose. The Committee may wish to consider asking the author to amend this bill to include HOA, CID, and community service organization properties in the prohibition. In addition, this bill prohibits the use of potable water to irrigate nonfunctional turf on "municipal" properties along with commercial, industrial, and institutional. Including "municipal" is likely unnecessary as it appears to have the same meaning as "institutional" properties. The Committee may wish to ask the author to consider striking references to "municipal" in this bill as it may be redundant and could create ambiguity or confusion. The following amendments will address both of these issues:

Amendment 1 – Add the following definitions to Section 10608.12 of the Water Code:

(g) *"Common interest development" has the same meaning as in Section 4100 of the Civil Code.*
(h) "Community service organization or similar entity" has the same meaning as in Section 4110 of the Civil Code.
(m) "Homeowners' association" means an "association" as defined in Section 4080 of the Civil Code.

Amendment 2 – Amend Section 10608.14 of the Water Code as follows:

10608.14. (a) The use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, ~~*municipal,*~~ institutional, and multifamily residential properties is prohibited as of the following dates:

(1) All properties owned or leased by the Department of General Services, beginning January 1, 2026.

(2) All ~~*municipal*~~ and institutional properties, except those specified in paragraph (5), beginning January 1, 2027.

(3) All commercial and industrial properties, beginning January 1, 2028.

(4) All multifamily residential properties, and except those specified in paragraph (5), *and all properties of homeowners' associations, common interest developments, and community service organizations or similar entities, but not including the residences of these entities' members or separate interests*, beginning January 1, 2029.

(5) All multifamily residential affordable housing properties and all ~~*municipal*~~ *institutional* properties in a disadvantaged community, beginning January 1, 2030.

(b) Notwithstanding subdivision (a), the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.

(c) The board may extend the compliance date by up to three years for certain persons, institutions, and businesses by regulation.

(d) The board shall develop and adopt regulations no later than July 1, 2025, that shall establish-both of the following:

(1) Procedures and criteria for compliance extensions, including economic hardship, critical business need, and any other categories the board determines are essential to public health and safety.

(2) Methods of compliance certification to the board by property owners.

(e) Public water systems shall revise their regulations, ordinances, or policies governing water service to include the requirements of subdivisions (a) and (b), and any extensions thereto adopted by the board no later than January 1, 2026, and shall communicate the requirements to their customers on or before that date.

(f) (1) An owner of commercial, industrial, ~~*municipal,*~~ and institutional property with more than 5,000 square feet of irrigated area other then a cemetery shall certify to the board, commencing June 30, 2029, and every three years thereafter through 2038, that their property is in compliance with the requirements of this chapter.

7) **Related legislation**. AB 1573 (Friedman) of the current legislative session makes changes to required provisions in the Model Water Efficient Landscape Ordinance developed by DWR, including requiring the use of more native or water efficient plants and a prohibition on the use of nonfunctional turf in new or renovated commercial and industrial areas. AB 1573 is pending before this Committee.

   SB 606 (Hertzberg), Chapter 14, Statues of 2018, requires the State Board and DWR to adopt water efficiency regulations, outlines requirements for water suppliers, specifies penalties for violations, and makes technical, conforming changes.

   AB 1668 (Friedman), Chapter 15, Statutes of 2018, among other provisions, requires DWR, in consultation with the State Water Board and other stakeholders, to identify small water suppliers and rural communities that may be at risk of drought and water shortage vulnerability by January 1, 2020. Further requires DWR by January 1, 2020, to propose recommendations and guidance regarding the development and use of countywide drought contingency plans to address drought planning for small water suppliers and rural communities.

REGISTERED SUPPORT / OPPOSITION:

Support

Heal the Bay (co-sponsor)
Natural Resources Defense Council (co-sponsor)
California Coastal Protection Network
California Institute for Biodiversity
California Water Service Company
Clean Water Action
Defenders of Wildlife
Heal the Bay
Los Angeles Waterkeeper

Mono Lake Committee
Natural Resources Defense Council
Sierra Club California
Sonoma County Water Agency

Oppose unless amended

Association of California Water Agencies
CalChamber
California Municipal Utilities Association
California Special Districts Association
City of Roseville
Mesa Water District
Regional Water Authority
Santa Margarita Water District

Opposition

Desert Water Agency
El Dorado Irrigation District
Elsinore Valley Municipal Water District

Analysis Prepared by: Pablo Garza / W., P., & W. / (916) 319-2096

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 17

Agenda Item: Ordinance Amending Shared Mobility Device Regulations (First Reading)

Executive Summary: On February 11, 2020, City Council adopted Ordinance 2020-1140 adding Chapter 4.185 to the South Lake Tahoe City Code (SLTCC). On March 26, 2024, City Council adopted Ordinance 2024-1184 amending SLTCC Chapter 4.185 to add a requirement that shared mobility devices be parked in corrals and adding additional requirements to implement the corrals. At the City Council meeting on March 11, 2025, City Council directed staff to bring an item back with a presentation of potential options for amending Chapter 4.185 to increase the Cityâ€™s liability protections from shared mobility device accidents, add safety measures for same, and update operator insurance requirements. Staff brought this item back at the City Council meeting on June 3, 2025 at which time Council directed staff to incorporate the proposals into an ordinance. This item brings these amendments back as a first reading of an ordinance for Councilâ€™s consideration.

Requested Action / Suggested Motions:

Pass a Motion to hold a first reading (by title only) of an Ordinance amending Chapter 4.185 of the South Lake Tahoe City Code (Shared Mobility Devices) to increase the City's liability protections from shared mobility device accidents, add safety measures for shared mobility device operations, and revise operator insurance requirements, and refer second reading and adoption to March 24, 2026.

Responsible Staff Member: Jeff Roberson, Chief of Police, and Dan Bardzell, Assistant City Attorney

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

Attachments:

01-Staff Report.docx
02-Ordinance.docx
03-Ordinance (Redline).pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: March 10, 2026

Title: Ordinance Amending Shared Mobility Device Regulations (First Reading)

Location: Citywide

Responsible Staff Members: Dan Bardzell, Assistant City Attorney; Jeff Roberson, Chief of Police

Background: On February 11, 2020, City Council adopted Ordinance 2020-1140 adding Chapter 4.185 to the South Lake Tahoe City Code (SLTCC). This ordinance regulates Shared Mobility Devices (SMDs). For purposes of this ordinance, a "shared mobility device" is defined, in pertinent part, as any wheeled transportation device, other than a bicycle, e-bicycle, automobile or motorcycle, by which a person can be propelled, moved or drawn; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method. On March 26, 2024, City Council adopted Ordinance 2024-1184 amending SLTCC Chapter 4.185 to add a requirement that SMDs be parked in corrals and adding additional requirements to implement the corrals.

At the City Council meeting on March 11, 2025, Council considered and declined to adopt an ordinance to further amend SLTCC Chapter 4.185 which would have caused a 50 percent reduction in SMDs permitted within the City. Instead, City Council directed staff to bring an item back with a presentation of potential options for increasing (1) the City's liability protections from SMD accidents, (2) safety measures for SMD operations, and (3) updating shared mobility device operator insurance requirements.

Staff brought this item back at the City Council meeting on June 3, 2025 at which time Council directed staff to incorporate the proposals into an ordinance and bring it back for Council's consideration. This item brings these amendments back as a first reading of an ordinance.

Issue and Discussion:

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

<u>Liability Protections</u>

End User Agreement Liability Waivers

Both operators already utilize municipal waivers in their end user agreements including generic language in which riders waive liability against public entities for incidents which occur during a

ride. Based on discussions with the operators, staff learned that some public entities require Bird and/or Lime to include waivers *specific* to the public entity. The proposed amendment would add permitting requirements in which operators must require riders to acknowledge waivers specifically waiving claims against the City.

Add a Permitting Requirement that Operators will Pay the City's Attorney's Fees

SLTCC section 4.185.050(C)(2) requires the operator to agree to indemnify, defend, and hold harmless the City from liability for SMD accidents, including "any and all costs and expenses." The proposed amendment would add language which requires the operator to expressly pay the City's attorney's fees for claims, lawsuits and similar matters. Although this section may already potentially cover attorney's fees, adding clarifying language would provide additional protection.

Drivers License Re-Scanning

The proposed amendment would add permit requirements to require operators to make each rider re-scan their ID the first time they ride an SMD in the operator's fleet within the City each calendar year.

Operator Insurance Updates

State law has been amended to revise the insurance requirements for SMD operators. To bring the City's SMD framework into compliance with changes to state law, the proposed Ordinance revises City Code Chapter 4.185.050 as follows:

(1) increases the aggregate amount of liability insurance an operator must carry for all occurrences during the policy period from $4,000,000 to $5,000,000;

(2) requires SMD operators procure insurance from an admitted insurer, or a nonadmitted insurer that is eligible to insure a home state insured;

(3) requires operators to offer or make available, or confirm the rider maintains, insurance coverage for bodily injury or death suffered by a pedestrian when the injury or death involves the negligent conduct of the rider, of $10,000 for each occurrence, and for property damage to an assistive technology device, of $1,000 for each occurrence, and

(4) make additional clarifying changes.

<u>Engagement, Outreach, and Education</u>

Modifications of SLTCC section 4.185.090 require operators to create a parking and safety education plan as part of their permit application. Operators should engage with riders to protect the safety of customers and all roadway users. Operators must educate riders about safety, and riding rules and etiquette at the time of sign-up. Operators must educate customers on how to appropriately park SMD devices. SMD apps must regularly inform and educate

riders when they have ridden into prohibited riding areas such as Geofenced area, public parking facilities, public parks, and about staying off of sidewalks. Operators must inform their riders about special events, operational changes or scheduled and publicly-announced SLTPD enforcement actions through the mobile app. Operators must inform their riders that operating SMDs under the influence of drugs or alcohol is against the law. Operators must regularly deploy ambassadors and/or street teams to inform riders on safety and appropriate device use (including parking). Operators must conduct at minimum six community events or safety workshops per year, half of which must be targeted to less-served community members in multiple languages. Operators must host at minimum two learn to ride education opportunities per year. Engagements shall include a mix of virtual (digital media and in-app communications), physical, and in-person methods. This engagement should consider the needs and concerns of riders as well as non-riders. Operators shall plan for community outreach and engagement that shall include engagement activities and schedules, along with planned presentation, activities, and events with community-based organizations (CBO), business improvement districts (BIDS), and other key stakeholders. Operators must - on a monthly basis - report information from this outreach.

Safety Measures

Vehicle Code Enforcement

To address safety concerns centered on SMDs, staff has modified the following sections of the SLTCC.

4.185.020 (Definitions). Adds the definition of a Class III and Class IV bikeway. Although, CSLT has no Class IV bikeway, it is added to the definitions in the event that this class is subsequently built in the City.

SLTCC section 4.185.060 has been modified to add Class III and IV bikeways. This section identifies permit requirement to prohibit parking an SMD on one of these bikeways.

SLTCC section 4.185.060 (Issuance of Permits), has been modified from “City Manager” to “Chief of Police” wherein the authority sits for determining ride area prohibition (geofences). An additional modification to 4.185.060 includes the addition of larger contrasting serial numbers on the SMDs for the purpose of unit identification in enforcement.

A modification of section 4.185.080 includes a consultation with the Director of Public Works to establish areas for ride and/or parking restrictions as well as parking corrals.

In conversations with the operators, they have agreed to facilitate holding riders accountable for ride violations, including vehicle code violations. Section 4.185.090 has been modified to reflect this agreement, in that the operators will provide rider information to assist with issuing administrative citations to riders.

SLTCC section 4.185.120 (Enforcement) has been modified to reinforce the use of photographic evidence from which to hold the operator and the rider accountable. The

photographic evidence would allow the operator sufficient information with which to provide rider information for the purpose of issuing a notice of violation. Additionally, several SMD-specific sections of the California Vehicle Code have been added to clarify administrative citation through the use of photo enforcement.

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

Financial Implications:

The recommended amendments to increase liability and safety measures would minimize the City's potential financial exposure for Shared Mobility Device accidents. It is not possible to forecast specific savings to the City associated with such measures.

While the amendments would not directly change the cost of permit fees and administrative citations issued under SLTCC Chapter 4.185, the amendments allow City Council the discretion to change such costs in the future by resolution thus making program cost recovery more flexible.

Policy Implications:

The proposed amended Ordinance would support Strategic Priority Three: Enhance Public Safety.

The following is provided for future policy guidance.

2025 Year End Summary:
Bird summarized the 2025 season as follows:

Rides in South Lake Tahoe:	52.221
Avg SMD rides per month	8703
Unique Users:	22,872
Avg ride distance:	1.45 miles (annual report)
Use by locals:	28%*
Peak use month:	17,192 in July (33% of all rides)
Lowest use month:	3,245 in October (6% of all rides)

- Using Bird data to extrapolate the number of riders, as they suggest 28% are local riders finds that 14,621 rides of the total were locals. Additionally, Bird explains that 55.9% of those local riders are from Reno zip codes. Removing these 8173 Reno riders from the local total leaves 6448 rides from zip codes around the basin, including Truckee and North Lake Tahoe. Total rides on Bird from users with zip codes in the Basin, 12%. This is the direct comparison of local ridership percentage with Lime, below.

Lime summarized the 2025 season as follows:

Rides in South Lake Tahoe:	124.212
Avg SMD rides per month:	20702
Unique Users:	37,842
Avg ride distance:	1.14 miles (lifetime impact)
Use by locals:	1.3%
Peak use month:	33,853 in July (27% of all rides)
Lowest use month:	8441 in October (6.8% of all rides)

Ordinance 2026-XXX

Adopted by the City of South Lake Tahoe
City Council

March 24, 2026

An Ordinance Amending Chapter 4.185 of the South Lake Tahoe City Code (Shared Mobility Devices) to Increase the City's Liability Protections and Safety Measures, and Revise Operator Insurance Requirements

FINDINGS

A. On February 11, 2020, City Council adopted Ordinance 2020-1140 (Shared Mobility Devices) adding Chapter 4.185 to the South Lake Tahoe City Code (SLTCC), which established a process for permitting and regulating operators and riders of shared mobility devices to achieve the City's goals of encouraging alternative modes of transportation while protecting public health and safety.

B. On March 26, 2024, City Council adopted Ordinance 2024-1184 amending SLTCC Chapter 4.185 to add a requirement that shared mobility devices be parked in corrals and adding additional requirements to implement the corrals. These requirements were added to address public safety concerns due to improper parking of shared mobility devices.

C. At the City Council meeting on November 19, 2024, Mayor Pro Tem Wallace requested, and Councilmember Creegan seconded, that an item be brought back to City Council to adopt an ordinance to amend SLTCC Chapter 4.185 to reduce the maximum number of shared mobility devices an operator may deploy in the City.

D. At the City Council meeting on March 11, 2025, City Council considered and declined to adopt an ordinance to further amend Chapter 4.185 which would have caused a 50 percent reduction in shared mobility devices permitted within the City. Instead, City Council directed staff to bring an item back with a presentation of potential options for increasing the City's liability protections, adding additional safety measures for shared mobility device operations, as well as updating operator insurance requirements.

E. City staff brought this item back at the City Council meeting on June 3, 2025 at which time City Council directed staff to incorporate the proposals into an ordinance and bring it back for City Council's consideration. City staff prepared the requested item and included City Council's direction on increasing the City's liability protections, adding additional safety measures for shared mobility device operations, as well as updating operator insurance requirements in the present Ordinance.

F. California Vehicle Code section 21225 authorizes cities to regulate the parking and operation of these devices on pedestrian and bicycle facilities and city streets and highways, so long as such regulations are not in conflict with the California Vehicle Code.

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

SECTION 1. Chapter 4.185 (Shared Mobility Devices) of the South Lake Tahoe City Code is amended to read in its entirety as follows:

4.185.010 Purpose.
The purpose of this chapter is to establish a process for permitting and regulating operators and riders of shared mobility devices to achieve the city's goals of encouraging alternative modes of transportation while protecting public health and safety.

4.185.020 Definitions.
For the purposes of this chapter, the following terms, phrases and words shall have the meanings hereinafter set forth:

"Assistive technology device" means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of an individual with a disability.

"Bikeway" means a facility that is provided primarily for bicycle travel as defined by California Streets and Highways Code section 890.4.

"Class I bikeway" means a bike path or shared use path which provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.

"Class II bikeway" means a bike lane which provides a restricted right-of-way designated for the exclusive or semi exclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with vehicle parking and crossflows by pedestrians and motorists permitted.

"Class III bikeway" means a bike route established along a route not served by other classes of bikeways or to connect discontinuous segments of bikeways. Class III bikeways are to be shared with motor vehicles and pedestrians, and shall be designated by signs or permanent markings.

"Class IV bikeway" means a bikeway for the exclusive use of bicycles and includes a separation required between the separated bikeway and the through vehicular traffic. The separation may include, but is not limited to, grade separation, flexible posts, inflexible posts, inflexible barriers, or on-street parking.

"Corral" means an area designated by the chief of police for staging or parking shared mobility devices that is created either by geofencing, or by physical striping, marking or signage.

"Fleet" means all shared mobility devices in the city owned by a specific operator.

"Geofencing" means the creation of a virtual geographic boundary, defined by Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables an operator to regulate speed, issue notifications, and take other actions, when a shared mobility device within its fleet enters or leaves an area.

"Operator" means any individual, firm, association, partnership, or corporation arranging to provide shared mobility devices within the city.

“Permit” means a permit issued to an operator under this chapter.

“Rider” means any person who is riding or is in actual physical control of a shared mobility device.

“Shared mobility device” means any wheeled transportation device, other than a bicycle, e-bicycle, automobile or motorcycle, by which a person can be propelled, moved or drawn; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is displayed, placed or offered for rent in any public area or public right-of-way by an operator for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations.

4.185.030 Shared bicycles prohibited.
Shared bicycles and shared e-bicycles are prohibited.

4.185.040 Permit required.
It is unlawful for any operator to conduct a shared mobility device business without a permit.

4.185.050 Application for permit.
A. An operator shall submit a permit application to the chief of police containing, at a minimum, the following:

1. The operator’s name and business address, and the name and natural person or persons who will serve as a local point of contact for the operator;

2. Proof of a valid city business and professions certificate;

3. The type and number of shared mobility devices the operator intends to deploy with a list of identifying serial numbers designated for each device, and a schedule for phased deployment of the fleet, if applicable;

4. The location of any building or property proposed to be used by the operator for its shared mobility device business operations within the city; and

5. A nonrefundable fee for each shared mobility device in the operator’s fleet for use within the city. If phased deployment of the fleet is proposed, payment for the first phase of deployment is due with the application and payment for any subsequent phases of deployment is due prior to each deployment. The city council may set the fee per resolution.

B. At the time of application, the operator must provide proof of commercial general liability insurance with an admitted insurer, or a nonadmitted insurer that is eligible to insure a home state insured under Chapter 6 (commencing with Section 1760) of Part 2 of Division 1 of the Insurance Code, naming the city of South Lake Tahoe as an additional insured for an amount no less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage, and with an aggregate amount of no less than $5,000,000 for all occurrences during the policy period, and which meets the following requirements:

1. If the operator maintains broader coverage and/or higher limits than the minimums required for all policies, the city requires and shall be entitled to the broader coverage and/or higher limits maintained by the operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the city.

2. The operator's insurance coverage shall be the primary insurance coverage with respect to the city, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the city, its officers, officials, employees, or volunteers shall be excess of the operator's insurance and shall not contribute with it.

3. The operator agrees to waive rights of subrogation which any insurer of operator may acquire from operator by virtue of the payment of any loss. The operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement from the insurer.

4. The operator shall provide immediate written notice to the city if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, the operator shall obtain and submit proof of substitute insurance.

C. The operator must also offer or make available, or confirm the rider maintains, insurance coverage for bodily injury or death suffered by a pedestrian when the injury or death involves, in whole or in part, the negligent conduct of the rider, of $10,000 for each occurrence of bodily injury to, or death of, one pedestrian in any one accident, and for property damage to an assistive technology device, or $1,000 for each occurrence. This paragraph shall not be interpreted to limit or supersede the other insurance requirements set forth pursuant this Section.

D. Each application must bear the operator's signature agreeing to:

1. Provide the city with anonymized data on its fleet trip activity within the city, including the Zip Code of each rider; and

2. Indemnify, defend, and hold harmless the city, its elected and appointed boards, officers, employees, agents, volunteers, contractors, and invitees from any and all liability, for any and all claims, demands, actions, losses, damages, and injuries direct or indirect, including any and all attorneys' fees, costs and expenses, in connection therewith, arising from operator's activities, from and against each and every claim and demand of whatsoever nature made on behalf of or by any person, persons, firm, partnership, corporation or otherwise, including operator's employees, except for claims arising out of the sole negligence or willful misconduct of the city.

3. Require all riders who operate a shared mobility device in the operator's fleet within the City to acknowledge a waiver prior to the rider's initial ride within the City to waive all claims, demands, actions, losses, damages, and injuries direct or indirect, including any and all attorneys' fees, costs and expenses in connection therewith, against the City arising from the rider's operation of a shared mobility device within the City, except for claims arising out of the sole negligence or willful misconduct of the City.

4. Submit to photo enforcement violations of this chapter, including the requirement to effectively prohibit riders under 18 years of age.

4.185.060 Issuance of permits.
A. Each permit shall contain the following:

1. The number and each type of shared mobility devices the operator is authorized to deploy, up to no more than 500 shared mobility devices per operator;

2. A requirement to effectively prohibit shared mobility devices in the operator's fleet from entering or operating on the public walkways and public rights-of-way within the Heavenly Village area, to an extent to be determined by the chief of police, through geofencing or similar technology;

3. A requirement to effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride within any Class I, Class II, Class III, or Class IV bikeway or trail in the city;

4. A requirement to effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride except within a corral if the shared mobility device is within 1,000 feet from a corral; and

5. A requirement that each shared mobility device in the operator's fleet have affixed to it a designated serial number in Arial Bold, font size 130. This serial number will be of contrasting color to the device and placed on both the left and right side of the SMD upright.

6. A requirement to effectively prohibit riders under 18 years of age. The operator shall annually require each rider to re-scan the rider's proof of identification card prior to the first instance the rider operates a shared mobility device in the operator's fleet within the City each calendar year.

B. No permit will be issued prior to the operator obtaining any discretionary and building permits required to occupy any building or property within the city proposed to be used for operations, such as warehouse or office space.

C. Any operator in compliance with this chapter may apply for a permit annually.

4.185.070 Fleet limits.
A. No more than 1,000 shared mobility devices shall be permitted within the city at a time. Once that limit is reached, no more permits will be issued to operators.

B. It is unlawful for an operator to deploy more shared mobility devices than allowed by that operator's permit.

4.185.080 Geofencing and City-designated riding and parking zones.
A. The chief of police, in consultation with the director of public works, may establish special parking, no-ride zones, speed zones, or other areas where riding and/or parking restrictions may apply. These locations may either be permanent or temporary.

B. The chief of police, in consultation with the director of public works, may establish locations of corrals. All corral locations will be published on the city's website.

C. The chief of police may require that an operator mark or geofence these areas and make that information available through the operator's smartphone app.

D. The chief of police may require that operators direct riders to specified designated parking areas (city designated parking zones, or special areas for events). Geofencing must be integrated into the operator's app within one week of notice from the chief of police.

E. The chief of police may adopt additional rules to implement the provisions of this chapter, including geographic restrictions for shared mobility devices.

4.185.090 Operating regulations.
A. Operators shall comply with the following:

1. Each operator is subject to all applicable laws, rules and regulations including those in this code and the California Vehicle Code pertaining to the operation and safety standards of the shared mobility devices in its fleet.

2. Each operator shall limit the motorized-assisted speed of each shared mobility device to no more than 15 miles per hour.

3. Through geofencing or similar technology, each operator shall effectively prohibit riders from entering or operating shared mobility devices on public walkways and public rights-of-way within the Heavenly Village area, as designated in the operator's permit.

4. Through geofencing or similar technology, each operator shall effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride within any Class I, Class II, Class III, or Class IV bikeway or trail in the city.

5. Through geofencing or similar technology, each operator shall effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride except within a corral if the shared mobility device is within 1,000 feet from a corral.

6. The chief of police may require operators, through geofencing or similar technology, to temporarily prevent the operation of shared mobility devices in a specific area during an emergency situation or within the perimeter of a permitted special event, when necessary to maintain public health and safety.

7. When a rider operates a shared mobility device in the operator's fleet within an area subject to geofencing, the operator shall notify the rider of the restricted area.

8. Each operator must effectively prohibit a person and account holder from renting more than one shared mobility device at a time.

9. Each operator must effectively prohibit riders under 18 years of age. Operators shall annually require each rider within the city limits to re-scan the rider's proof of identification card prior to the first instance the rider operates a shared mobility device in the operator's fleet within the city each calendar year.

10. Operators shall ban the accounts of riders with two or more citations under this chapter.

11. Operators shall remove all shared mobility devices from operation within the city during the period of November 1 through April 30 each year.

12. Operators shall agree to provide rider information from the identified date, time, and serial number that would allow identification of any rider allegedly in violation of specified California Vehicle Codes shown in photographic evidence. This information shall only be used to assist the city in issuing administrative invoice(s) to the rider for violation(s) of South Lake Tahoe City Code.

13. Operators shall inform their riders about special events, operational changes, or scheduled and publicly announced South Lake Tahoe Police Department enforcement actions through the mobile app.

14. Operators shall inform their riders that operating shared mobility devices under the influence of drugs or alcohol is against the law.

15. Engagement, Outreach, and Education.

a. Operators shall provide a parking and safety education plan as part of their permit application. Operators shall engage with riders to protect the safety of customers and all roadway users. Engagements shall include a mix of virtual (digital media and in-app communications), physical, and in-person methods. Regular, repeated, and interactive engagement is strongly encouraged, as well as use of effective and creative methods of reaching people. This engagement should consider the needs and concerns of riders as well as non-riders.

b. Operators shall educate riders about safety, riding rules, and etiquette at the time of signup. Messages must include, but are not limited to:
    i. Advise to wear helmets when legally required;
    ii. Sidewalk riding is prohibited;
    iii. Park in appropriate locations including designated corrals;
    iv. Riding age restrictions;
    v. Ride one person per device;
    vi. Obey the rules of the road, and potential penalties;
    vii. Yielding to pedestrians;
    viii. How to report an issue;
    ix. Prohibition on riding under the influence.

c. Operators shall educate riders about safety, riding rules and etiquette at the time a rider commences a SMD rental.

16. Digital Outreach and Education.

a. Each rental messaging must be engaging, easy to understand, and require interactive acknowledgement or confirmation by the rider, such as a “rules quiz” or yes or no questions.

b. Operators shall educate customers on how to appropriately park devices at the time of each rental through in-app or audio messaging. Messages should inform riders that improper parking puts others at risk.

c. Operators shall develop systems to review and link riders to violations.

d. Operator's software and mobile apps shall regularly inform and educate riders when they have ridden into prohibited riding areas such as geofenced areas, public parking facilities, public parks, and sidewalks.

e. Operators shall inform their riders about special events, operational changes, or scheduled and publicly-announced South Lake Tahoe Police Department enforcement actions through the mobile app.

f. Operators shall inform their riders that operating shared mobility devices under the influence of drugs or alcohol is against the law.

17. Physical Outreach and Education.

a. Operators shall regularly deploy ambassadors and/or street teams to inform riders on safety and appropriate device use (including parking). Ambassador teams should be clearly identifiable as operator staff.

b. Operators must conduct at minimum six community events or community/stakeholder safety workshops per year. Operators may host these safety workshops at community events, such as the Live at Lakeview summer concert series**.**

c. Half (per season) of the community events or community/stakeholder meetings must be targeted toward engaging low-income or other disadvantaged community members. Operators shall conduct outreach in multiple languages.

d. Operators must host at least two learn-to-ride education opportunities per year.

e. Operators shall provide, to the city at fleet deployment, a plan for community outreach and engagement that shall include ambassador/street teams' engagement activities and schedules, along with planned presentation, activities, and events with community-based organizations, business improvement districts, and other key stakeholders.

f. Operators shall - on a monthly basis - report information from this outreach to the chief of police to inform problem solving efforts, including, but not limited to, the number of people, time, length, location, and general comments from community members regarding engagement.

B. Riders shall comply with the following:

1. All riders are subject to all applicable laws, rules and regulations including, but not limited to, those in this code and the California Vehicle Code.

2. All riders must be 18 years of age or older with a valid driver's license. All riders shall re-scan their proof of identification card prior to the first instance the rider operates a shared mobility device in an operator's fleet within the city each calendar year.

3. No rider shall operate a shared mobility device with more than one rider per device at a time.

4. Riders must park shared mobility devices on a sidewalk or other hard surface, in a manner that does not impede pedestrian access and provides a minimum of three feet for a pedestrian walkway; does not impede or obstruct access to ADA parking zones, street furniture, curb ramps, entry ways, driveways, sidewalk cafes, bus stops, loading zones, or landscaping; and does not impede or obstruct vehicular traffic on a street or alley.

5. No rider shall lock, park, or end a ride within any Class I, Class II, Class III, or Class IV bikeway or trail in the city.

6. If a rider is within 1,000 feet from a corral, the rider shall only lock, park, or end a ride within a corral.

4.185.100 Impoundment and retrieval of shared mobility devices.
A. Within three hours of notice from the city, an operator shall retrieve a shared mobility device that is in any of the following conditions:

1. Inoperable or not safe to operate and parked on a city street, sidewalk or other city property; or

2. Parked, displayed, offered or made available for rent in violation of this chapter or the California Vehicle Code.

B. The city may impound a shared mobility device that is:

1. Not retrieved within three hours of notice to the operator; or

2. In a condition or parked in a manner that poses an imminent life safety hazard. No notice is required prior to impounding a shared mobility device posing an imminent life safety hazard.

4.185.110 Revocation of permit.
A. The city manager may revoke a permit on any of the following grounds, and shall provide written notice of the reason for the revocation to the operator:

1. The violation by operator of any of the terms, conditions or requirements of the permit or of this chapter.

2. Failure to effectively prohibit riders under the age of 18 from accessing shared mobility devices, which may be established either by multiple administrative citations issued to the operator based on photographic evidence of underage riders, by a city-conducted survey identifying a pattern of underage riders using the operator's shared mobility devices, or any combination thereof.

B. An operator may appeal the city manager's decision to revoke or not renew a permit to the city council under the administrative appeal procedures in Chapter 2.35 SLTCC.

C. Within 10 business days of the revocation of an operator's permit, the operator shall remove its fleet from the city and shall retrieve any shared mobility devices impounded by the city. If the operator fails to remove or retrieve any of its shared mobility devices, the city may remove and dispose of the shared mobility device at the operator's cost.

4.185.120 Enforcement.
A. Any operator or rider violating any provision of this chapter is subject to administrative citations under Chapter 2.30 SLTCC.

B(1) The city may issue an administrative citation with a fine to an operator based on photographic, or other, evidence that includes the serial number of an operator's shared mobility device and demonstrates that a rider is using that shared mobility device in violation of this chapter. City Council may set the amount of the fine per resolution.

B(2) The city may issue an administrative citation with a fine to rider based on photographic, or other, evidence that includes the serial number of an operator's shared mobility device, a date and time stamp or other evidence of a date and time, and demonstrates the rider is using that shared mobility device in violation of this chapter. City Council may set the amount of the fine per resolution.

B(3) By incorporation, photo enforcement for rider violations includes only specific California Vehicle Code (CVC) violations on a shared mobility device as enumerated below:

a. CVC 21228 (must ride as close to the right-hand curb as possible);
b. CVC 21228(b) (left turn must dismount);
c. CVC 21235(e) (no passenger allowed);
d. CVC 21235(g) (cannot ride on a sidewalk);
e. CVC 21235(g) and CVC 275 (cannot ride in a crosswalk);
f. CVC 21230 (use of a scooter on Class I and Class IV bikeways is prohibited).

The above listed violations, when cited, will reference this chapter, section, and subsections of SLTCC, as applicable.

C. Any operator violating, permitting, or assisting the violation of any provisions of this chapter shall be subject to any and all civil remedies, including, without limitation, permit revocation. All remedies provided herein shall be cumulative and not exclusive. Any violation of these provisions shall constitute a separate violation for each and every day during which such violation is committed or continued.

D. In addition to the remedies set forth in this chapter, operating a shared mobility device business in violation of any provision of this chapter is hereby declared to constitute a public nuisance under Chapter 4.40 SLTCC and, as such, may be abated or enjoined from further operation in the city.

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

SECTION 3. The City Council finds that 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.

SECTION 4. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 5. This Ordinance shall become effective 30 days following its adoption.

Adopted by the City of South Lake Tahoe City Council on March 24, 2026 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

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

Chapter 4.185
SHARED MOBILITY DEVICES

Sections:

4.185.010 Purpose.
4.185.020 Definitions.
4.185.030 Shared bicycles prohibited.
4.185.040 Permit required.
4.185.050 Application for permit.
4.185.060 Issuance of permits.
4.185.070 Fleet limits.
4.185.080 Geofencing and City-designated riding and parking zones.
4.185.090 Operating regulations.
4.185.100 Impoundment and retrieval of shared mobility devices.
4.185.110 Revocation of permit.
4.185.120 Enforcement.

4.185.010 Purpose.
The purpose of this chapter is to establish a process for permitting and regulating operators and riders of shared mobility devices to achieve the city's goals of encouraging alternative modes of transportation while protecting public health and safety.

4.185.020 Definitions.
For the purposes of this chapter, the following terms, phrases and words shall have the meanings hereinafter set forth:

"Assistive technology device" means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of an individual with a disability.

"Bikeway" means a facility that is provided primarily for bicycle travel as defined by California Streets and Highways Code section 890.4.

"Class I bikeway" means a bike path or shared use path which provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.

“Class II bikeway” means a bike lane which provides a restricted right-of-way designated for the exclusive or semi exclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with vehicle parking and crossflows by pedestrians and motorists permitted.

“Class III bikeway” means a bike route established along a route not served by other classes of bikeways or to connect discontinuous segments of bikeways. Class III bikeways are to be shared with motor vehicles and pedestrians, and shall be designated by signs or permanent markings.

“Class IV bikeway” means a bikeway for the exclusive use of bicycles and includes a separation required between the separated bikeway and the through vehicular traffic. The separation may include, but is not limited to, grade separation, flexible posts, inflexible posts, inflexible barriers, or on-street parking.

“Corral” means an area designated by the chief of police for staging or parking shared mobility devices that is created either by geofencing, or by physical striping, marking or signage.

“Fleet” means all shared mobility devices in the city owned by a specific operator.

“Geofencing” means the creation of a virtual geographic boundary, defined by Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables an operator to regulate speed, issue notifications, and take other actions, when a shared mobility device within its fleet enters or leaves an area.

“Operator” means any individual, firm, association, partnership, or corporation arranging to provide shared mobility devices within the city.

“Permit” means a permit issued to an operator under this chapter.

“Rider” means any person who is riding or is in actual physical control of a shared mobility device.

“Shared mobility device” means any wheeled transportation device, other than a bicycle, e-bicycle, automobile or motorcycle, by which a person can be propelled, moved or drawn; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is displayed,

placed or offered for rent in any public area or public right-of-way by an operator for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations.

4.185.030 Shared bicycles prohibited.
Shared bicycles and shared e-bicycles are prohibited.

4.185.040 Permit required.
It is unlawful for any operator to conduct a shared mobility device business without a permit.

4.185.050 Application for permit.
A. An operator shall submit a permit application to the chief of police containing, at a minimum, the following:

1. The operator's name and business address, and the name and natural person or persons who will serve as a local point of contact for the operator;

2. Proof of a valid city business and professions certificate;

3. The type and number of shared mobility devices the operator intends to deploy with a list of identifying serial numbers designated for each device, and a schedule for phased deployment of the fleet, if applicable;

4. The location of any building or property proposed to be used by the operator for its shared mobility device business operations within the city; and

5. A ~~$75.00~~ nonrefundable fee for each shared mobility device in the operator's fleet for use within the city. If phased deployment of the fleet is proposed, payment for the first phase of deployment is due with the application and payment for any subsequent phases of deployment is due prior to each deployment. The city council may set the fee per resolution.

B. At the time of application, the operator must provide proof of commercial general liability insurance with an admitted insurer, or a nonadmitted insurer that is eligible to insure a home state insured under Chapter 6 (commencing with Section 1760) of Part 2 of Division 1 of the Insurance Code, naming the city of South Lake Tahoe as an additional insured for an amount no less than $2,000,000 per occurrence for bodily injury, personal injury, and property

damage, and with an aggregate amount of no less than $54,000,000 for all occurrences during the policy period, and which meets the following requirements:

1. If the operator maintains broader coverage and/or higher limits than the minimums required for all policies, the city requires and shall be entitled to the broader coverage and/or higher limits maintained by the operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the city.

2. The operator's insurance coverage shall be the primary insurance coverage with respect to the city, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the city, its officers, officials, employees, or volunteers shall be excess of the operator's insurance and shall not contribute with it.

3. The operator agrees to waive rights of subrogation which any insurer of operator may acquire from operator by virtue of the payment of any loss. The operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement from the insurer.

4. The operator shall provide immediate written notice to the city if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, the operator shall obtain and submit proof of substitute insurance.

C. The operator must also offer or make available, or confirm the rider maintains, insurance coverage for bodily injury or death suffered by a pedestrian when the injury or death involves, in whole or in part, the negligent conduct of the rider, of $10,000 for each occurrence of bodily injury to, or death of, one pedestrian in any one accident, and for property damage to an assistive technology device, or $1,000 for each occurrence. This paragraph shall not be interpreted to limit or supersede the other insurance requirements set forth pursuant this Section.

D. Each application must bear the operator's signature agreeing to:

1. Provide the city with anonymized data on its fleet trip activity within the city, including the Zip Code of each rider; and

2. Indemnify, defend, and hold harmless the city, its elected and appointed boards, officers, employees, agents, volunteers, contractors, and invitees from any and all liability, for any and all claims, demands, actions, losses, damages, and injuries direct or indirect, including any and all attorneys' fees, costs and expenses, in connection therewith, arising from operator's activities, from and against each and every claim and demand of whatsoever nature made on behalf of or by any person, persons, firm, partnership, corporation or otherwise, including operator's employees, except for claims arising out of the sole negligence or willful misconduct of the city.

3. Require all riders who operate a shared mobility device in the operator's fleet within the City to acknowledge a waiver prior to the rider's initial ride within the City to waive all claims, demands, actions, losses, damages, and injuries direct or indirect, including any and all attorneys' fees, costs and expenses in connection therewith, against the City arising from the rider's operation of a shared mobility device within the City, except for claims arising out of the sole negligence or willful misconduct of the City.

4~~3~~. Submit to photo enforcement violations of this chapter, including the requirement to effectively prohibit riders under 18 years of age.

4.185.060 Issuance of permits.

A. Each permit shall contain the following:

1. The number and each type of shared mobility devices the operator is authorized to deploy, up to no more than 500 shared mobility devices per operator;

2. A requirement to effectively prohibit shared mobility devices in the operator's fleet from entering or operating on the public walkways and public rights-of-way within the Heavenly Village area, ~~with~~to an extent to be determined by the ~~city manager~~chief of police, through geofencing or similar technology;

3. A requirement to effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being

locked, parked, or ending a ride within any Class I, ~~or~~ Class II, Class III, or Class IV bikeway or trail in the city;

4. A requirement to effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride except within a corral if the shared mobility device is within 1,000 feet from a corral; and

5. A requirement that each shared mobility device in the operator's fleet have affixed to it a designated serial number in Arial Bold, ~~a~~ font size 130~~and style that may be observed with the naked eye from 50 feet away~~. This serial number will be of contrasting color to the device and placed on both the left and right side of the SMD upright.

6. A requirement to effectively prohibit riders under 18 years of age. The operator shall annually require each rider to re-scan the rider's proof of identification card prior to the first instance the rider operates a shared mobility device in the operator's fleet within the City each calendar year.

B. No permit will be issued prior to the operator obtaining any discretionary and building permits required to occupy any building or property within the city proposed to be used for operations, such as warehouse or office space.

C. Any operator in compliance with this chapter may apply for a permit annually.

4.185.070 Fleet limits.
A. No more than 1,000 shared mobility devices shall be permitted within the city at a time. Once that limit is reached, no more permits will be issued to operators.

B. It is unlawful for an operator to deploy more shared mobility devices than allowed by that operator's permit.

4.185.080 Geofencing and City-designated riding and parking zones.
A. The chief of police, in consultation with the director of public works, may establish special parking, no-ride zones, speed zones, or other areas where riding and/or parking restrictions may apply. These locations may either be permanent or temporary.

B. The chief of police, in consultation with the director of public works, may establish locations of corrals. All corral locations will be published on the city's website.

C. The chief of police may require that an operator mark or geofence these areas and make that information available through ~~its~~ the operator's smartphone app.

D. The chief of police may require that operators direct riders to specified designated parking areas (city designated parking zones, or special areas for events). Geofencing must be integrated into the operator's app within one week of notice from the chief of police.

E. The chief of police~~The city manager, or their designee,~~ may adopt additional rules to implement the provisions of this chapter, including geographic restrictions for shared mobility devices.

4.185.090 Operating regulations.
A. Operators shall comply with the following:

1. Each operator is subject to all applicable laws, rules and regulations including those in this code and the California Vehicle Code pertaining to the operation and safety standards of the shared mobility devices in its fleet.

2. Each operator shall limit the motorized-assisted speed of each shared mobility device to no more than 15 miles per hour.

3. Through geofencing or similar technology, each operator shall effectively prohibit riders from entering or operating shared mobility devices on public walkways and public rights-of-way within the Heavenly Village area, as designated in the operator's permit.

4. Through geofencing or similar technology, each operator shall effectively prohibit, using geofencing or similar technology, any shared mobility devices in the operator's fleet from being locked, parked, or ending a ride within any Class I, ~~or~~ Class II, Class III, or Class IV bikeway or trail in the city.

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ending a ride except within a corral if the shared mobility device is within 1,000 feet from a corral.

6. The chief of police may require operators, through geofencing or similar technology, to temporarily prevent the operation of shared mobility devices in a specific area during an emergency situation or within the perimeter of a permitted special event, when necessary to maintain public health and safety. ~~For permitted special events, the city will provide 10 days' notice to operators of any additional geofencing requirements.~~

7. When a rider operates a shared mobility device in the operator's fleet within an area subject to geofencing, the operator shall notify the rider of the restricted area.

8. Each operator must effectively prohibit a person and account holder from renting more than one shared mobility device at a time.

9. Each operator must effectively prohibit riders under 18 years of age. Operators shall annually require each rider within the city limits to re-scan the rider's proof of identification card prior to the first instance the rider operates a shared mobility device in the operator's fleet within the city each calendar year.

10. Operators shall ban the accounts of riders with two or more citations under this chapter.

11. Operators shall remove all shared mobility devices from operation within the city during the period of November 1 through April 30 each year.

12. Operators shall agree to provide rider information from the identified date, time, and serial number that would allow identification of any rider allegedly in violation of specified California Vehicle Codes shown in photographic evidence. This information shall only be used to assist the city in issuing administrative invoice(s) to the rider for violation(s) of South Lake Tahoe City Code.

13. Operators shall inform their riders about special events, operational changes, or scheduled and publicly announced South Lake Tahoe Police Department enforcement actions through the mobile app.

14. Operators shall inform their riders that operating shared mobility devices under the influence of drugs or alcohol is against the law.

15. Engagement, Outreach, and Education.

a. Operators shall provide a parking and safety education plan as part of their permit application. Operators shall engage with riders to protect the safety of customers and all roadway users. Engagements shall include a mix of virtual (digital media and in-app communications), physical, and in-person methods. Regular, repeated, and interactive engagement is strongly encouraged, as well as use of effective and creative methods of reaching people. This engagement should consider the needs and concerns of riders as well as non-riders.

b. Operators shall educate riders about safety, riding rules, and etiquette at the time of signup. Messages must include, but are not limited to:

i. Advise to wear helmets when legally required;
ii. Sidewalk riding is prohibited;
iii. Park in appropriate locations including designated corrals;
iv. Riding age restrictions;
v. Ride one person per device;
vi. Obey the rules of the road, and potential penalties;
vii. Yielding to pedestrians;
viii. How to report an issue;
ix. Prohibition on riding under the influence.

c. Operators shall educate riders about safety, riding rules and etiquette at the time a rider commences a SMD rental.

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a. Each rental messaging must be engaging, easy to understand, and require interactive acknowledgement or confirmation by the rider, such as a “rules quiz” or yes or no questions.

b. Operators shall educate customers on how to appropriately park devices at the time of each rental through in-app or audio messaging. Messages should inform riders that improper parking puts others at risk.

c. Operators shall develop systems to review and link riders to violations.

d. Operator's software and mobile apps shall regularly inform and educate riders when they have ridden into prohibited riding areas such as geofenced areas, public parking facilities, public parks, and sidewalks.

e. Operators shall inform their riders about special events, operational changes, or scheduled and publicly-announced South Lake Tahoe Police Department enforcement actions through the mobile app.

f. Operators shall inform their riders that operating shared mobility devices under the influence of drugs or alcohol is against the law.

17. Physical Outreach and Education.

a. Operators shall regularly deploy ambassadors and/or street teams to inform riders on safety and appropriate device use (including parking). Ambassador teams should be clearly identifiable as operator staff.

b. Operators must conduct at minimum six community events or community/stakeholder safety workshops per year. Operators may host these safety workshops at community events, such as the Live at Lakeview summer concert series.

c. Half (per season) of the community events or community/stakeholder meetings must be targeted toward engaging low-income or other disadvantaged community members. Operators shall conduct outreach in multiple languages.

d. Operators must host at least two learn-to-ride education opportunities per year.

e. Operators shall provide, to the city at fleet deployment, a plan for community outreach and engagement that shall include ambassador/street teams' engagement activities and schedules, along with planned presentation, activities, and events with community-based organizations, business improvement districts, and other key stakeholders.

f. Operators shall - on a monthly basis - report information from this outreach to the chief of police to inform problem solving efforts, including, but not limited to, the number of people, time, length, location, and general comments from community members regarding engagement.

B. Riders shall comply with the following:

1. All riders are subject to all applicable laws, rules and regulations including, but not limited to, those in this code and the California Vehicle Code.

2. All riders must be 18 years of age or older with a valid driver's license. All riders shall re-scan their proof of identification card prior to the first instance the rider operates a shared mobility device in an operator's fleet within the city each calendar year.

3. No rider shall operate a shared mobility device with more than one rider per device at a time.

4. Riders must park shared mobility devices on a sidewalk or other hard surface, in a manner that does not impede pedestrian access and provides a minimum of three feet for a pedestrian walkway; does not impede or obstruct access to ADA parking zones, street furniture, curb ramps, entry ways, driveways, sidewalk cafes, bus stops, loading zones, or landscaping; and does not impede or obstruct vehicular traffic on a street or alley.

5. No rider shall lock, park, or end a ride within any Class I ~~or~~, Class II, Class III, or Class IV bikeway or trail in the city.

6. If a rider is within 1,000 feet from a corral, the rider shall only lock, park, or end a ride within a corral.

4.185.100 Impoundment and retrieval of shared mobility devices.
A. Within three hours of notice from the city, an operator shall retrieve a shared mobility device that is in any of the following conditions:

1. Inoperable or not safe to operate and parked on a city street, sidewalk or other city property; or

2. Parked, displayed, offered or made available for rent in violation of this chapter or the California Vehicle Code.

B. The city may impound a shared mobility device that is:

1. Not retrieved within three hours of notice to the operator; or

2. In a condition or parked in a manner that poses an imminent life safety hazard. No notice is required prior to impounding a shared mobility device posing an imminent life safety hazard.

4.185.110 Revocation of permit.
A. The city manager may revoke a permit on any of the following grounds, and shall provide written notice of the reason for the revocation to the operator:

1. The violation by operator of any of the terms, conditions or requirements of the permit or of this chapter.

2. Failure to effectively prohibit riders under the age of 18 from accessing shared mobility devices, which may be established either by multiple administrative citations issued to the operator based on photographic evidence of underage riders, by a city-conducted survey identifying a pattern of underage riders using the operator's shared mobility devices, or any combination thereof.

B. An operator may appeal the city manager's decision to revoke or not renew a permit to the city council under the administrative appeal procedures in Chapter 2.35 SLTCC.

C. Within 10 business days of the revocation of an operator's permit, the operator shall remove its fleet from the city and shall retrieve any shared mobility devices impounded by the city. If the operator fails to remove or retrieve any of its shared mobility devices, the city may remove and dispose of the shared mobility device at the operator's cost.

4.185.120 Enforcement.

A. Any operator or rider violating any provision of this chapter is subject to administrative citations under Chapter 2.30 SLTCC.

B(1)~~.~~ The city may issue an administrative citation with a ~~$100.00~~ fine to an operator based on photographic, or other, evidence that includes the serial number of an operator's shared mobility device and demonstrates that a rider is using that shared mobility device in violation of this chapter~~, including a rider under the age of 18, riders operating a shared mobility device with more than one rider per device at one time, and operating or parking a shared mobility device within a restricted area subject to geofencing requirements~~. City Council may set the amount of the fine per resolution.

B(2) The city may issue an administrative citation with a ~~$100.00~~ fine to rider based on photographic, or other, evidence that includes the serial number of an operator's shared mobility device, a date and time stamp or other evidence of a date and time, and demonstrates the rider is using that shared mobility device in violation of this chapter. City Council may set the amount of the fine per resolution.

B(3) By incorporation, photo enforcement for rider violations includes only specific California Vehicle Code (CVC) violations on a shared mobility device as enumerated below:

a. CVC 21228 (must ride as close to the right-hand curb as possible);
b. CVC 21228(b) (left turn must dismount);
c. CVC 21235(e) (no passenger allowed);
d. CVC 21235(g) (cannot ride on a sidewalk);
e. CVC 21235(g) and CVC 275 (cannot ride in a crosswalk);
f. CVC 21230 (use of a scooter on Class I and Class IV bikeways is prohibited).

The above listed violations, when cited, will reference this chapter, section, and subsections of SLTCC, as applicable.

C. Any operator violating, permitting, or assisting the violation of any provisions of this chapter shall be subject to any and all civil remedies, including, without limitation, permit revocation. All remedies provided herein shall be cumulative and not exclusive. Any violation of these provisions shall constitute a separate violation for each and every day during which such violation is committed or continued.

D. In addition to the remedies set forth in this chapter, operating a shared mobility device business in violation of any provision of this chapter is hereby declared to constitute a public nuisance under Chapter 4.40 SLTCC and, as such, may be abated or enjoined from further operation in the city.

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 18

Agenda Item: Presentation of Draft Comprehensive User Fee Study Conducted by Government Consulting Partners, Inc. (GCP) and Policy Direction on Cost Recovery

Executive Summary: The City of South Lake Tahoe collects a variety of fees and charges for its services to reduce the reliance on the City's General Fund. The purpose of the fee study is to provide the City with an analysis of the cost of services it provides and to recommend fee structures that meet the objective of the City's cost recovery objectives by department and fee. The City retained Government Consulting Partners (GCP) in April 2025 to conduct a Comprehensive User Fee Study using 2024 financial and operational data. The Cityâ€™s last full cost-of-service review was completed in 2015. The study evaluated direct staff time, fully burdened hourly rates, overhead, and service demand to determine the reasonable cost of providing fee-related services in compliance with Government Code Sections 66014â€“66018 and Proposition 218. Currently, fee-supported services recover approximately 80% of total costs, resulting in an estimated $1,007,194 annual General Fund subsidy. If the recommended adjustments are implemented, overall cost recovery would increase to approximately 85%, generating an estimated $269,001 in additional annual revenue. Certain services, including EMS and select recreation programs, are proposed to remain partially subsidized based on policy considerations. This item requests Council review of the draft study and policy direction prior to adoption of a final fee resolution.

Requested Action / Suggested Motions: Pass a Motion providing policy-level direction on cost recovery, cost of service, and User Fee Study.

Responsible Staff Member: Olga Tikhomirova, Director of Finance

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

Attachments:

01-Staff Report-Draft User Fee Study Presentation.docx
02-GCP User Fee Study Feb 2026.pdf
03-SF Oakland Hayward Pacific West US Average CPIs.pdf
04-SLT User Fee Study Presentation 03_10_2026.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: March 10, 2026

Title: Presentation of Draft Comprehensive User Fee Study Conducted by Government Consulting Partners, Inc. and Policy Direction on Cost Recovery

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Director of Finance

Background: Local governments provide a wide range of services to the community, many of which are funded in part through user fees. These fees help offset the cost of service delivery and promote fiscal sustainability. Over time, the actual cost of providing services can change due to inflation, changes in staffing, service levels, or regulatory requirements. To ensure the City's fees remain equitable, defensible, and compliant with applicable laws such as Proposition 26 and Government Code Section 66014, it is considered best practice to periodically evaluate and update user fee structures.

Additionally, preparing a comprehensive Cost Allocation Plan enables the City to fairly and accurately distribute indirect costs to various departments and services, and to recover overhead costs where permitted - especially in relation to grants and enterprise funds.

Previous City Councils have emphasized fiscal sustainability as a core strategic priority and directed staff to ensure that the City operates efficiently and minimizes General Fund subsidies where appropriate.

The City last conducted a comprehensive user fee study in 2015. Since that time, Consumer Price Index (CPI) adjustments have been implemented where appropriate; however, no full cost-of-service recalculation has been performed using current staffing, overhead, and operational data.

In 2025, the City retained Government Consulting Partners (GCP) to conduct a comprehensive review of user fees across all departments. The study analyzed:

- Direct staff time required to deliver services
- Fully burdened hourly rates (including benefits and overhead)
- Operating and administrative support costs
- Current cost recovery levels
- Regional fee comparisons
- Recommended structural and policy changes

The purpose of this study is to align fees with actual cost of service, improve transparency, modernize the fee structure, and reduce unintended General Fund subsidies where appropriate.

Issue and Discussion: City staff met with GCP representatives over the course of several months to review departmental operations, current fee structure, department objectives related to fees, and the staff time and effort required to provide services to the public. In some cases, staff recommended deleting fees that are no longer applicable. In other cases, fees were restructured, expanded, or reclassified to better reflect current service delivery realities. In the attached report, proposed

deletions are shown with strikeouts and recommended new or revised fees are reflected in the Proposed Fee column.

As a result of this process GCP developed costs as they relate to providing each of the services listed in the fee schedule. Their methodology followed a series of steps that were used to arrive at the full cost of service. The term "full cost" means the direct and indirect costs borne by the City of South Lake Tahoe to deliver the service. Direct costs are defined by the labor and materials expended specific to that program while indirect costs include City administrative functions such as central support departments that have an indirect role supporting the activities of the departments. The consultant's report provides additional detail regarding the methodology used.

Certain fees were excluded from the consultant's report because they are either set by the State, by contract, or require market analysis beyond the scope of the RFP.

DEPARTMENT HIGHLIGHTS

Building
The Building Division currently operates at approximately 107% cost recovery due to development cycle variability. Over a multi-year period, revenues and costs generally balance.

Recommendation:
No structural fee increase at this time, aside from adjustment to the Technology Fee and Administrative Processing fee.

City Clerk
Current cost recovery is 37%, resulting in a $21,956 annual subsidy.

Recommendation:
Adjust fees to 100% cost recovery and implement four new filming-related fees and a City Council Chambers AV Service fee. Appeals fee recommended increase from $380 to $1,253 based on cost analysis and regional comparison.

Engineering
Currently operating above cost recovery (154%).

Recommendation:
Adjust certain fees to align with 100% cost recovery, resulting in a projected $22,148 revenue reduction.

Finance
Currently at 103% cost recovery.

Recommendation:
Align certain fees to 100% recovery; minor reductions in certain administrative and reporting fees. Business License Technology Fee adjustment to reflect actual system costs.

Fire Rescue
Currently recovering approximately 20% of cost for fee-based services due primarily to under-recovery in EMS reimbursement.

Recommendation:
Increase certain service fees, remove obsolete fees, and restructure others. Projected revenue increase: $47,171. Cost recovery improves to approximately 26%.

Staff notes that EMS services will continue to require General Fund support due to insurance reimbursement limitations.

Parks and Recreation
Excluding the Aquatics Center (previously adopted), Phase II program categories currently recover 66% of cost. Certain fees (facility rentals, golf, campground) are exempt from Proposition 26 cost limitations and may be set at market rate.

Recommendation:
Targeted adjustments including:

- CPI increases for picnic shelters and park rentals
- Golf fee increases (~10%)
- Campground 5% increase (one category)
- Addition of new seasonal pass and program fees

Projected revenue increase: $34,789. Boat Ramp fees remain significantly subsidized due to State caps.

Planning
Current cost recovery: 68%
General Fund subsidy: $157,367

Recommendation:
Adjust fees to align more closely with 100% cost recovery, recognizing the significant private benefit associated with development review. Projected revenue increase: $157,034.

Police
Current cost recovery: 78%

Recommendation:
Adjust to improve cost recovery to approximately 85% while maintaining State-regulated fees where applicable. Projected revenue increase: $11,495.

TECHNOLOGY SURCHARGE

The study recommends increasing the Technology Fee from $13 to $31 per permit/license to reflect actual annual system costs of $180,719. This surcharge supports:

- Community Development permitting systems
- HdL Business License system
- Software licensing and cloud-based services
- Other related technologies

Dedicated funding increases transparency and long-term sustainability.

CITYWIDE POLICY RECOMMENDATIONS

GCP recommends:

1. Annual CPI adjustments (San Francisco-Oakland-Hayward CPI – December release) in non-study years.
2. Monitoring new and restructured fees at six months and one year.
3. Conducting a full cost-of-service review every 3-5 years.

POLICY QUESTIONS FOR COUNCIL

Staff requests direction regarding:

1. Target cost recovery levels by department (100% vs. partial recovery).
2. Whether to phase in certain higher increases (e.g., Planning, Fire).
3. Approach to EMS under-recovery.
4. Continued General Fund subsidy levels for Recreation and community-benefit programs.

CPI COMPARISON

Staff agrees with GCP's recommendation to continue using the San Francisco-Oakland-Hayward (SF-Oakland-Hayward) CPI for non-study years. However, staff is providing additional information comparing this index with the broader West Region CPI (specifically the Pacific Division), as it represents the closest regional alternative.

The primary difference between the two CPIs lies in geographic scope and specificity:

- The **West Region CPI (Pacific Division)** tracks inflation across five states - Alaska, California, Hawaii, Oregon, and Washington, and reflects a blend of multiple metropolitan areas and market conditions. This index captures inflation trends across multiple large metropolitan areas, mid-sized cities, and diverse housing and labor markets.
- The **SF-Oakland-Haward CPI** focuses on five Bay Area counties (Alameda, Contra Costa, Marin, San Francisco, and San Mateo) and reflects price trends within a single large metropolitan area. Following a 2018 revision, it no longer includes the entire Bay Area (e.g., Santa Clara and Napa counties are excluded).

Data Composition and Trend Behavior:

- The West Region (Pacific Division) reflects aggregated price changes across a broader cross-section of western states. In recent periods, this index has produced inflation rates that were often higher than the SF-Oakland-Hayward CPI.
- While the SF-Oakland-Hayward CPI represents a high-cost metropolitan market, CPI measures the rate of change in prices rather than the absolute price level. As a result, a higher-cost area does not necessarily produce a higher inflation rate in any given year. Broader regional pressures, such as housing, energy, and insurance costs across multiple western states, can drive higher percentage increases in the Pacific Division index.

December 2025 CPI (12-Month Change):

- West Region, Pacific division: 3.1%
- SF-Oakland-Hayward: 3.04%

Although the difference is modest, the Pacific Division index was slightly higher than the SF-Oakland-Hayward index for this period, illustrating that broader regional measures may equal or exceed Bay Area inflation rates in certain years.

RECOMMENDATION

The fees recommended in the attached Draft User Fee Report are reflected in the updated Master Fee Schedule presented as the next item on this agenda. Staff recommends that the City Council accept GCP's recommendations and review and approve the fees included in the updated Master Fee Schedule.

ALTERNATIVE OPTION(S)

Alternative Options to the Staff Recommendation:

1. Do not approve staff's recommendation. If the City Council does not support staff's recommendation, the current fee schedule will remain in effect, and the Master Fee Schedule will continue be updated as usual based on existing CPI adjustment formulas. This would result in an ongoing subsidy of project and permitting activities in the approximate amount of $1,007,194.

2. Modify staff's recommendation. If the City Council supports modifying staff's recommendation, clear and specific direction regarding the proposed changes would be required. Staff would incorporate those changes into the User Fee Study and return to the City Council at a subsequent meeting with an updated final Master Fee Schedule, with implementation of the revised fees anticipated on or around May 1, 2026.

Financial Implications: The consultant's report contains an estimated fiscal impact by department if full Cost of Services recovery is adopted. Adoption of full recommended adjustments would reduce General Fund subsidy by approximately $269,001 annually. Council direction may alter fiscal outcomes depending on selected cost recovery targets. Based on Council's direction regarding cost recovery levels, staff will return with updated fiscal impact at a subsequent meeting.

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: This item supports the City's Financial Policy "Strengthening Financial Position" and aligns with the 2025-2030 Strategic Plan, specifically the Core Value of "Sustainability" and the Strategic Priorities of "Efficient Government" and "Recreation and Equitable Access for All".

GCP

GOVERNMENT CONSULTING PARTNERS, INC.

South Lake Tahoe

COMPREHENSIVE USER FEE STUDY

February 2026

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Government Consulting Partners, Inc (GCP) is a Sacramento-based consulting firm specializing in cost and revenue studies for state and local government.

1 BACKGROUND & OBJECTIVES

The City of South Lake Tahoe delivers many services to the public for a fee. This report focuses on "user fees", which are assessed in order to recover the cost of labor-based services or use of city facilities. A comprehensive review of user fees was last conducted in 2015. Since that time fees have been reviewed and increased annually by CPI where and when it was appropriate. The City engaged GCP to conduct a comprehensive review of user fee costs and associated revenues using 2025 financial and operational data.

User fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218 and the California Code of Regulations, including Government Code 66000 et seq. By law, user fees may not exceed the estimated reasonable cost of providing the services for which they were levied, unless approved by a two-thirds vote of the electorate.

As more fiscal limitations are imposed on local government, user fees have become an increasingly important source of revenue. A user fee is a payment made by an individual or business that primarily benefits the individual or business rather than the community at large. Government agencies can charge a user fee for a service when 1) the individual's decision to use a service is voluntary, and 2) the fee charged is reasonably related to the level of service rendered and cost of providing the service.

This report presented GCP's comprehensive review of South Lake Tahoe's user fees with the goal of aligning fees with current fiscal policy and Council priorities.

The study covered user fees charged by the following departments/divisions:

- Building
- City Clerk
- Engineering
- Finance
- Fire
- Parks and Recreation
- Planning
- Police

AQUATIC CENTER FEES – GCP also reviewed the City's new Aquatic's Center. GCP accelerated this portion of the study to accommodate the Center's grand opening in early 2026. Aquatic Center fees were approved by Council in November 2025 under a separate report.

VACATION HOME RENTAL FEES - GCP reviewed staff's internally prepared Vacation Home Rental (VHR) annual and inspection fee calculations and provided feedback. Updated VHR fees were adopted by Council in June, 2025 under a separate report.

GCP's project's scope included calculating the cost of each fee-related service, conducting a survey of fees charged by regional agencies, and recommending fee adjustments aligned with established Council policy.

SOUTH LAKE TAHOE EXISTING FEE POLICY

GCP reviewed established Council user fee policy for setting fees and fee structures. The City's Financial Policy was last revised in 2013. Section D provides the following guidance regarding the imposition of user fees:

D. User Fee Cost Recovery

The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services; the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund. The following policies shall be implemented to ensure that User Fees keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery.

1. General Principles

   a. Revenues derived from User Fees shall not exceed the reasonable cost of providing the service.

   b. Cost recovery goals shall be based on the total cost of delivering the service, including all direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, building and/or vehicle maintenance, and insurance.

   c. The method of assessing and collecting fees shall be as simple as possible in order to reduce the administrative cost of collection. Although a high cost of recovery may be appropriate for specific services, if it is impractical or costly to charge the user, a lower level of cost recovery shall be appropriate.

   d. Fee levels shall be sensitive to the "market" for similar services, including the provision of services by private sector service or program providers. User Fees shall not be set so high that services shall not be used. Conversely, User Fees shall not be set so low that the City is stimulating a demand by artificially low prices. Specifically, the City shall carefully consider whether it is appropriate to provide services at a subsidized cost (or a cost that does not include all cost of services, such as room rental costs, building maintenance or personnel charges) if such services are available through the private sector.

   e. Fee levels shall be sensitive to smaller, infrequent users of the service, for example, small businesses that may have less of an opportunity to recover the cost of User Fees through ordinary business income.

f. The level of cost recovery should consider the community-wide versus special benefit of the program or activity that is the subject of the User Fee. The use of general-purpose revenues shall be appropriate for community-wide services, while User Fees at some level shall be appropriate for services that are of special benefit to easily identified individuals or groups. (For example, it would be unusual to charge a User Fee for a community-wide event such as an Easter Egg Hunt, while it would be appropriate to charge a User Fee at some level for an adult recreational program with a limited number of participants.)

g. The level of cost recovery shall consider the financial benefit to the service user, and whether the user is a service driver or a service recipient. In cases where there user benefits financially from the provision of the service, and the service would not be provided but for the expanded business or revenue opportunities, the level of User Fee should more closely approximate 100% cost recovery. (For example, a developer receives financial benefit at the conclusion of the development review process, and the City would not provide the review of development applications but for the expanded business or revenue opportunity for the developer. While the community may be the actual service recipient of the review of development applications, the developer is the service driver.)

Key user fee principles from the City's policy include:

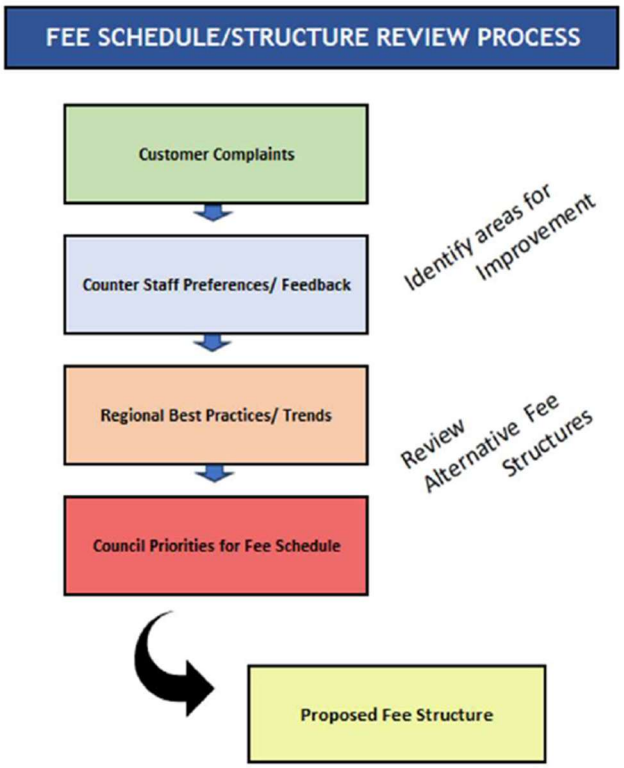
- *Revenues from user fees shall not exceed the cost of providing the service.*
- *Cost recovery goals shall be based on the total cost of delivering the service.*
- *The method of assessing and collecting fees shall be as simple as possible.*
- *Fee levels shall be sensitive to the market for similar services.*
- *Fee levels shall be sensitive to smaller, infrequent users of the service.*
- *The level of cost recovery shall consider community-wide versus special benefit.*
- *The level of cost recovery shall consider the financial benefit to the service users.*

The goal of this report is to present the study's findings in a relevant and concise format that allows City leadership to make informed user-fee pricing decisions consistent with existing fee policy.

2 STUDY METHODOLOGY

Upon project commencement -GCP met with Finance staff to better understand the goals and priorities for the new fee schedule. A workplan was then developed to ensure that the proposed fee schedule resulting from the study reflects these priorities.

FEE STRUCTURE REVIEW



A key component of the workplan included restructuring of existing fees. In collaboration with GCP, City staff reviewed the existing fee structure and identified areas where fees could be realigned to more accurately reflect the City's processes and the services being provided. Every proposed change is designed to accomplish one of several things: streamline the fee calculation process; increase user-friendliness; or increase equity across the customer base.

As part of the restructuring process, GCP surveyed fee schedules from comparison agencies to better understand regional best practice fee structures and trends. GCP shared this compiled data with staff as well as the actual fee schedules themselves.

TRANSPARENT	All flat and tiered fees are supported by average processing times and staffing fully burdened hourly rates.
PREDICTABLE	Reducing reliance on deposit-based fees in favor of flat or tiered structures increases predictability for customers.
CUSTOMER-FRIENDLY	The City recently instituted a customer portal enabling electronic plan submittals and payment services, greatly reducing wait times at the public counter.

Streamlining the fee schedule was a significant focus of the study. A streamlined fee schedule saves valuable time for both City counter staff and the City's customers.

After GCP and City staff discussed and reviewed all available fee structure options a final consensus was reached for each group of fees. Table 1 summarizes the proposed fee structure changes.

Table 1: Proposed Fee Structure Changes and New Fees

CITY CLERK

11	Public Property Use Fee (for filming only)	Change to See Facility Rental Fee Schedule	See Facility Rental Fee Schedule
13	City Council AV Service Fee	NEW	Per Hour (1 hour minimum)
14	Film Application Fee Special	NEW	Applications that require additional City Clerk, Fire, Police or Public Works, review will be charged the hourly rate of the Department Head reviewing the Permit Application.
15	Film Appliation Fee Rush (less than 7 business days)	NEW	Base Fee x 1.5
16	Film Permit Change Fee	NEW	Flat Fee

FINANCE

16	Business License Label Report	$63	Flat Fee	Remove

DEVELOPMENT SERVICES - BUILDING

21	Re-check fee (4th + each additional check)	NEW	$256 each
22	Fees for Work not Specifically Identified Elsewhere	NEW	$177 hourly

DEVELOPMENT SERVICES - PLANNING

17	Negative Declaration Review	Flat Fee	Contractor Invoice + 25% Admin Markup
18	Negative Declaration Preparation	Flat Fee	Contractor Invoice + 25% Admin Markup
48	New Vendor Permit	Flat Fee	REMOVE
49	Mobile Vending Renewal Permit	Flat Fee	REMOVE
52	Technology Fee	New for Planning	Flat Fee

FIRE RESCUE

2	EMS: Advanced/Basic Life Support, incident response	Per Hour	Flat Fee
3	EMS: Advanced/Basic Life Support - with standby to support air ambulance transport, incident response	Flat Fee	Remove
4	EMS: Advanced/Basic Life Support - with engine standby for CPR, incident response	Flat Fee	Remove
6	County Fire Services: Lake Valley Fire District Contract	Per Hour	Remove
7	County Fire Services: Fallen Leaf Fire District Contract	Per Hour	Remove
11	Wild Land Suppression: Ladder Truck	CA OES Hourly Rate	Remove
25	Pipeline/Power Lines: Fire Hydrant Flow Test	Flat Fee	Remove
26	Pipeline/Power Lines: Witnessed Acceptance Test	Flat Fee	Remove
28	Pipeline/Power Lines: Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control)	Hourly	Flat Fee
37	Open Burning and Recreational Fires	Flat Fee	Remove
38	Ceremonial/Special Permit		New Fee
43	Photographs	Flat Fee	Remove
44	Video Tape Duplication	Flat Fee	Remove
47	Per Event Inspection	Per Hour	Remove
50	Tree Removal Permit		New Fee
51	Special Event / Fire Inspections (3 hour min if conducted outside regular work hours)	Hourly	Remove
55	Auto Alarm/~~Ext~~ Supression System - ~~100~~ 1-99	Per Inspection	Remove
56	Auto Alarm/~~Ext~~ Supression- 100+	Per Inspection	Remove
57	Suppression Sys-50 hds/Dry Chem sys	Flat Fee	Remove
58	Suppression Sys-200 hds	Flat Fee	Remove
62	Board 7 Care Facility 7-50	Flat Fee	Remove
63	Board 7 Care Facility 50+	Flat Fee	Remove
70	Basic Fire Inspection - Hourly, after 4 hours		New Fee
76	Fire Processing Permit Fee		New Fee

PUBLIC WORKS - ENGINEERING

4	Large Multi-Family Residential PW plan review	Flat Fee	$145 hourly
9	Grading: 8-350 cubic yards	Flat Fee	REMOVE
10	Grading: 251+ cubic yards	Flat Fee	REMOVE
26	Street Name Change	Actual Cost	REMOVE
29	PW Inspections/ Re-inspections	Per Inspection	Per Hour
30	Third Party Plan Reviews	NEW	Actual cost

POLICE

46	Reposession Fee	NEW; Set by State	$15 hourly

COSTING METHODOLOGY

Most fees in this study were calculated via a per-unit analysis approach. Commonly called a "bottom-up" approach, this method analyzes direct staff time required to deliver one unit of service. Indirect rates are then applied to reflect services and supplies, administrative and all overhead costs required to deliver each service. Resulting in a detailed, fully burdened cost per-unit assessment.

GCP's per-unit methodology includes the following five steps to build the individual per unit costs:

1. Define the fees to be analyzed.
2. Analyze direct staff time spent on the fee-related services.
3. Develop fully burdened hourly rates for direct staff.
4. Compare total costs to the current fee schedule.
5. Annualize results by extrapolating per-unit results by typical volume demand.

1. Define the fees to be analyzed

GCP worked with staff to identify any proposed new fees, obsolete fees and fee structure changes to establish a final list of fee-related services to be analyzed.

2. SME Focus Groups: Identifying time requirements by task

Once all fee structure decisions were finalized, GCP interviewed subject matter experts (SME) to estimate the average time spent by task on each fee category. Each fee was reviewed individually, and City staff worked collaboratively with GCP to identify the specific tasks associated with each service. Table 2 below provides an example of the time/task documentation for a major sign review within Planning.

Table 2: Sample of Time / Task detail: Planning

Analyzing fee services at this level of granularity provides higher confidence in study results. Accurate and detailed time estimates, multiplied by staff FBHR's form the maximum the City may legally charge by fee category.

Fee #23 Major Sign Review and Approval	Staff Planner Hours	Staff Planner Cost
Application review, confirm payment in eTRAKiT	0.50	$85
Review propose sign and renderings for consistency with sign standards	0.25	$43
Run sign formula calculation	0.50	$85
Review redesign (if needed)	0.25	$43
Draft sign permit and upload to eTRAKiT. Notify applicant	0.50	$85
Miscellaneous communications	0.50	$85
Inspections and drive time	1.00	$170
Project file maintenance: update status in eTRAKiT, organize digital files, delete working drafts.	0.50	$85
TOTAL COST	4.00	$680

Current Fee: **$400**
Proposed Fee: **$680**

Table 3: Methods used to evaluate reasonableness

GCP performed a series of checks to ensure the reasonableness of data inputs. After several rounds of reasonableness checks and data refinement final time figures were then entered into the fee model along with associated cost and demand data.

REASONABLENESS CHECKS
- Compare the cost of one service against others
- Percentage increase from existing fee
- Percentage of staff positions devoted to fees
- Comparison to other fees charged in the region

These checks were used to focus GCP and staff's internal quality control reviews on fees that are outliers in one way or another. Where possible, the City's data systems were queried to provide data to either inform or corroborate staff's efforts.

3. Develop fully burdened hourly rates (FBHR's)

Establishing FBHR's is essential to any user fee study engagement because these rates lay the foundation to calculating the full cost of providing services. FBHR's can be used to determine how much it costs the City to deliver any labor-based service. Reliable FBHR's ensure the study's findings, recommendations and resulting fee schedules are based on real defensible costs. This promotes both transparency and financial sustainability.

Calculate the Annual Full Cost of Direct Staff: The FBHR calculation process incorporated data from the following sources:

- Staffing costs were calculated using the City's budgeted compensation data, including salaries and benefits, for employees responsible for performing the fee-related services.

- **Operating costs** directly associated with service delivery—such as materials, supplies, and contracted services—were incorporated into the fully burdened rate to ensure a comprehensive reflection of total service costs.
- **Overhead costs** were included and applied to the division's direct salary and benefit expenses to calculate the fully burdened hourly rates.
    - *Division overhead*: Division overhead includes indirect costs such as labor from managers, supervisors and support staff, internal meetings, training, general counter time and shared supplies that support overall service delivery within the division.
    - *Citywide overhead*: represents the allocation of indirect costs from the City's cost allocation plan, covering central support service departments such as Human Resources, Information Technology, and Finance that provide essential resources and support to all departments throughout the organization.

Identify Annual Available Work Hours per FTE: This becomes the denominator in the rate. Conceptually, the idea is to reflect the average number of hours in a year that an FTE is typically available to deliver services. By including only available work hours in the denominator, instead of the traditional 2,080, the rates are "fully burdened" sufficient to recover the full annual cost of one FTE, assuming normal construction demand levels. For this study GCP used the industry-standard staffing available hours figure of 1,800.

4. Compare total service cost to the current fee charged

Once the fully burdened hourly rate is applied to the time estimates for each fee category, this creates the "total cost" per unit. GCP compared the total cost for each fixed-fee service to the fee currently charged. This provided the initial results on the percentage of current cost recovery under the City's existing fees.

If the current cost recovery for a particular service is under 100%, this implies the fee does not cover the cost of providing the service and can be increased. If the current cost recovery is over 100%, then the fee is set too high and must be lowered to comply with State laws prohibiting the making of a profit on user fee activities.

5. Annualization of the Per Unit results

GCP projected the annual fiscal impact by multiplying current and proposed fees by annual demand figures. Demand figures were estimated based on the following assumptions:

ANNUAL DEMAND FOR SERVICES
FY 2024 demand is the best predictor of short-term demand for each service.
Estimates are used for new or restructured fee categories.

- Estimates of demand are used for any new or restructured fee categories.
- Revenue produced by deposit-based fee categories is often difficult to predict. These fees are based on the type and complexity of the project. Deposit based fees are seen as revenue neutral since they are based on actual time spent multiplied by the hourly rate and therefore are assumed to be 100% cost recovery.

3 FISCAL IMPACT

SUMMARY RESULTS BY DEPT/DIVISION

In cooperation with city staff, GCP developed cost and revenue projections for each area under study. Costs and revenues were primarily projected by extrapolating individual per-unit results for an entire year of demand activity. The combined findings result shows an overall $269,001 net revenue increase on an annual basis, assuming historic demand levels. The table below summarizes the fiscal impact of our findings and recommendations for each fee area under study.

Fiscal Impact of Proposed Fee Adjustments

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
Building	$2,152,802	$2,294,906	107%	-$142,104	$2,322,392	107%	$27,486
City Clerk	$34,971	$13,015	37%	$21,956	$34,971	100%	$21,956
Engineering	$40,685	$62,816	154%	-$22,131	$40,668	100%	-$22,148
Finance	$333,263	$342,045	103%	-$8,782	$333,263	100%	-$8,782
Fire Rescue	$785,699	$159,490	20%	$626,209	$206,661	26%	$47,171
Parks and Recreation	$993,730	$656,249	66%	$337,481	$691,038	70%	$34,789
Planning	$497,592	$340,225	68%	$157,367	$497,259	100%	$157,034
Police	$171,158	$133,960	78%	$37,198	$145,455	85%	$11,495
TOTAL	$5,009,900	$4,002,706	80%	$1,007,194	$4,271,707	85%	$269,001

The study's fiscal projections are approximations and should be approached conservatively. It is recommended that staff monitor actual fiscal impacts beginning with the first six months of actual revenue data.

The fiscal impact table shows the current annual fee revenue of $4,002,706. With associated costs of $5,009,900 for an overall cost recover rate of 80%. Leaving $1,007,194 (20%) in unrecovered or subsidized costs.

If the recommended fee adjustments are adopted, annual revenues are projected to increase to $4,271,707 representing a $269,001 revenue increase.

Staff made careful considerations when developing these recommendations. While many fees are projected to increase, several are proposed at less than full cost recovery at this time. Moving to full cost would result in significant impacts to users. GCP recommends gradually monitoring these fees over the coming years to ensure they remain aligned with actual staff time and service delivery costs.

TECHNOLOGY SURCHARGE

The City assesses a flat $13 transaction fee to cover the cost of technology related to business licenses and building permits. The technology fee provides a dedicated revenue stream for the acquisition, update and regular maintenance of the City's HdL and Community Development data licensing and permitting systems and other related technologies required to provide advanced cloud-based services to its customers.

ANNUAL TECHNOLOGY COSTS		
ANNUAL SOFTWARE	**Maintenance**	**Annual Cost**
Central Square Bldg Permit Software	$72,600	
Central Square Modifications	$10,000	
Bluebeam	$6,000	
ParcelQuest - Planning Licenses	$7,500	
HdL Business License Software	$22,944	
Modifications	$5,000	
Subtotal	$124,044	$124,044
2024 SOFTWARE UPGRADE	**Total Cost**	**5 Year Amortized Cost**
Central Square Bldg Permit Software	$206,875	
HdL Business License Software	$76,500	
Subtotal	$283,375	$56,675
TOTAL COST TO BE FUNDED		**Total**
To be Funded by Surcharge		$180,719

FEE CALCULATION	
Building, Planning and Engineering Permit Demand	1,900
Business License Permit Demand	4,000
Technology Permit Fee Volume:	5,900
Fee Calculation:	
($180,719 / 5,900 permits)	$31

The City's projected cost of providing technology services to permit-holders is $180,719 annually, or $31 per business license or development permit issued in a typical year.

Having a dedicated revenue source for technology costs improves transparency and facilitates future cost/fee alignments.

Chapter 6 of this report compares the proposed Technology Fee against similar fees charged by regional cities and counties.

4 ANALYSIS AND HIGHLIGHTS

The User Fee program chapter summarizes findings and recommendations for each department reviewed in the study. They present key financial results, including cost-of-service calculations, current cost recovery rates, and anticipated changes in revenue based on proposed fee updates. This section also highlights recommended adjustments to each of the fee schedules, such as eliminating outdated fees, introducing new ones, and combining similar charges to enhance transparency and consistency. The full list of the proposed fees can be found in section 5 of this report.

BUILDING

The Building division's mission is to enforce minimum building code requirements to safeguard the public health, safety and general welfare through structural strength, means of egress, stability, sanitation, adequate light and ventilation, energy conservation and green building systems.

The Building division provides these services at the request of property owners and developers seeking to build or enhance and change the current use of their property.

GCP used a variety of methods to test whether the division's fees meet the cost vs revenue standards of Government Code 66014 et seq. which states that revenue received in return for a service must not exceed reasonable related costs.

South Lake Tahoe's building division operates in an environment that has complexities beyond most other departments, including:

- A limited five-month development window.
- Additional TRPA regulations and requirements add an additional layer of complexity to the City's review and approval processes.

Building permits are charged based on the construction valuation (market value, less land costs and profit) of the proposed project. A flat 2% fee is applied against construction valuation to cover the cost of inspecting projects for adherence to the California Building Code. The division charges separate flat fees for individual electrical, plumbing and mechanical permits.

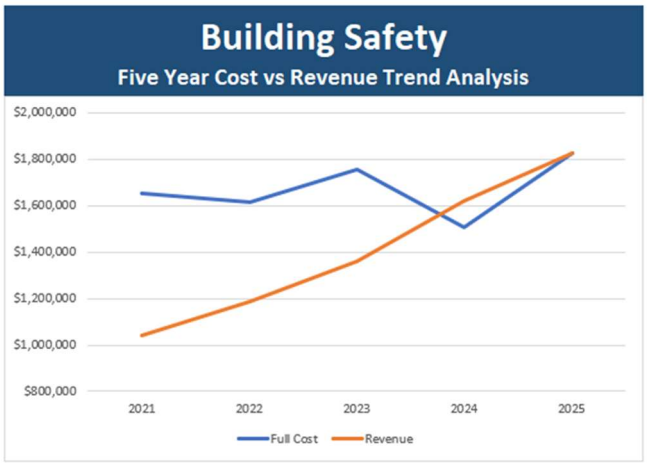
GCP prepared a total cost vs total revenue matchup for the Building division.

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
Building	$2,152,802	$2,294,906	107%	-$142,104	$2,322,392	107%	$27,486

The analysis for the Building division projects an overall cost of $2,152,802 with associated revenues of $2,294,906, for a $142,104 revenue surplus. GCP recommends no adjustments to Building division fees in light of the fiscal analysis (aside from an increase in the Technology Fee as discussed on page 13 of this report, which would add $27,486 revenue). Building fees and costs are intended to even out over the course of a development cycle. GCP reviewed South Lake Tahoe's Building revenues over a five-year period and finds revenue generated by current fee levels offsets the average cost of operating the Building division.

Multi-Year Trend Analysis

It is important to analyze a Building division over a period of years because building revenues are highly dependent on demand levels and where we fall within the current construction-cycle. The Table to the right presents Building's cost vs revenue picture over a 5-year history. Figures reflect budgeted costs and revenues. The full cost line reflects internal costs (inspection, plan-check, public counter) as well as support from Planning, Public Works and Fire. Future revenue depends heavily on construction demand, while staffing and other costs remain relatively stable over time to ensure projects are plan checked and inspected within acceptable timeframes.



CITY CLERK

The City Clerk's department is directly responsible to the public and serves as a direct link between the residents and their government. While a majority of the duties performed by the City Clerk's department are non-fee related, there are a handful of user fees that the department is responsible for providing.

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
City Clerk	$34,971	$13,015	37%	$21,956	$34,971	100%	$21,956

The user fee cost analysis for the City Clerk's department shows an overall cost recovery of $13,015 (37%) with $21,971 (63%) unrecovered. GCP is recommending that all fees on the City Clerk's fee schedule be set at 100% cost recovery. If the recommendations are adopted, the estimated annual revenue would increase to $34,971 for an increase of $21,956.

New Fees Added

There are four new fees that are proposed to add to the fee schedule:

- City Council AV Service Fee
- Film Application Fee Special
- Film Application Fee Rush (less than 7 business days)
- Film Permit Change Fee

In addition to the four new fees, the department is recommending setting the appeals fee at 100% cost recovery. Based on the comparison survey results below, the recommendation is to increase the current appeals fee from $380 to $1,253.

City/Municipality	Appeals Fee	Type of Appeal
Douglas County, NV	$ 898	Appeal of staff decision To Planning Commission (PC)
Douglas County, NV	$ 1,047	Appeal PC decision to Board of County Commission
Placer County, CA	$ 688	Appeal
Nevada County, CA	$ 1,976	Planning Agency Appeals
Nevada County, CA	$ 1,976	Planning Commission Appeals
Nevada County, CA	$ 1,976	Zoning Administrator Appeals
Tahoe Regional Planning Agency	$ 1,235	Appeal of Executive Director Decisions
Tahoe Regional Planning Agency	$ 1,668	Appeal of Local Government Decision Pursuant to Area Plan MOU
Peer Average	$ 1,433	
South Lake Tahoe (Current)	$ 380	
South Lake Tahoe (Proposed)	$ 1,253	

Note – fees used in a comparison survey are subject to change and present a snapshot in time.

The full list of the proposed fees can be found in section 5 of this report.

ENGINEERING

Engineering is charged with the task of safeguarding life, health, property, and public welfare through review, design, bid and construction of public improvement projects constructed on City property and within the City's right-of-way. The division implements water quality programs to reduce the pollutant loads which flow into, and are discharged from the City's storm water infrastructure to Lake Tahoe.

Engineering is also responsible for inspecting construction in the public right-of-way processing plans, permits and applications for land development. These services were the primary focus of GCP's analysis.

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
Engineering	$40,685	$62,816	154%	-$22,131	$40,668	100%	-$22,148

Engineering expended a total of $40,685 on providing fee-related services while generating $62,816 revenue, for an over recovery of $22,131. GCP recommends all fees be adjusted to 100% cost recovery. If the fee recommendations are adopted, the estimated annual revenue would decrease by $22,148.

FINANCE

The Finance department is responsible for protecting the City's fiscal health and sustainability. Although many of the Finance department's duties are non-fee related, there are a handful of user fees that the department is responsible for providing.

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
Finance	$333,263	$342,045	103%	-$8,782	$333,263	100%	-$8,782

The user fee cost analysis for the Finance department shows an overall cost recovery of $342,045 (103%) with an over recovery of $8,782. GCP is recommending that all fees on the Finance department fee schedule be set at 100% cost recovery. For those fees currently experiencing more than 100% cost recovery, the fee would need reduced to 100%. Fees currently experiencing less than 100% cost recovery would need to increase to 100%. If the fee recommendations are adopted, the estimated annual revenue would decrease to $333,263.

There are eight fees that are proposed to decrease. The decreases are a direct result of efficiencies in the process to provide services in addition to shifting work to a lower position title to perform.

Business and Professions Tax Rates

- Administrative Fee - New Business One Time 6 Month License Application
- Administrative Fee - Annual Renewal (Including $31 Business License Technology Fee)
- Business License Certificate - duplicate copy

TOT and Business License Reports

These four reports will not have an impact on revenue. The was no volume associated with these fees in the past year.

- Motel Tax Master (name/address listing)
- Individual TOT Report
- Vacation Home Rental Master Report
- Vacation Home Rental Label Report

Miscellaneous

Return Check (NSF) Processing – 1st check was increased by CPI but is set by statue and should be reduced to $25.

The full list of the proposed fees can be found in section 5 of this report.

F I R E

The South Lake Tahoe Fire Rescue Division provides essential life-safety services, including emergency medical response, fire suppression, rescue, hazardous-materials mitigation, wildfire prevention, and community risk-reduction. Because these services require highly trained staff, specialized equipment, and constant readiness, service fees must be reviewed and updated regularly to reflect the true cost of service, meet the City's cost-recovery goals, and sustain reliable emergency response in a community with significant seasonal demand and unique public-safety risks.

The cost analysis results for Fire Rescue fees is shown below.

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
Fire Rescue	$785,699	$159,490	20%	$626,209	$206,661	26%	$47,171

The cost analysis for the Fire Recue shows an overall cost recovery of $159,490 (20%) current fee revenue with a cost of $785,699 leaving (80%) uncollected costs.

If staff fee recommendations are adopted, estimated annual revenue would increase to $206,661, an increase of $47,171 These projections are estimates only; actual revenues depend on activity levels, compliance, billing and collection practices, and any future changes to fee structures or City policies.

A significant portion of uncollected revenue is attributable to Fire Advanced and Basic Life Support services, which are rarely reimbursed at full cost. Insurance providers typically cover only a portion of actual expenses, creating a gap between true service costs–including personnel, equipment, supplies, and overhead–and amounts recovered. City staff estimate that only 25–30% of actual service costs are currently collected.

Updates to the Fee Schedule

GCP collaborated with the division's staff to align fees with the services provided, confirming that the existing structure was well organized and effectively serving the City. Only a few minor adjustments were made to the overall layout of the fee schedule.

The current Fire Rescue fee schedule includes 60 fees, encompassing flat fees, actual cost, hourly rates, and fines. Following this study, 15 obsolete fees are recommended for removal, resulting in a proposed schedule of 45 fees.

The proposed Fire Rescue fees changes include:

New Fees:

- Ceremonial/Special Permit – Flat Fee
- Tree Removal Permit – Flat Fee
- Basic Fire Inspection, after hours – Per Hour
- Fire Processing Permit Fee – Flat Fee

Fee Removal:

- Following a comprehensive review, select fees are being removed to better align the fee schedule with current service delivery practices, cost recovery principles, and legal requirements. This update helps simplify the fee structure while ensuring fees are applied only where a clear and supportable relationship exists between the service provided and the fee charged. Below is a consolidated list of those services and a brief description of why it's being removed.

Fee	Removal Reason
EMS: Advanced/Basic Life Support – with standby to support air ambulance transport, incident response	Not charged separately. EMS services are billed under a flat-rate structure, making an additional standby fee unnecessary.
EMS: Advanced/Basic Life Support – with engine standby for CPR, incident response	Not charged separately. EMS services are provided under a flat-rate fee regardless of the level or type of medical response.
County Fire Services: Lake Valley Fire District Contract	Fees are not charged to other fire agencies. Services are addressed through interagency agreements or invoicing as needed, not user fees.
County Fire Services: Fallen Leaf Fire District Contract	Fees are not charged to other fire agencies. Services are handled through interagency agreements or invoicing as needed, not user fees.
Wild Land Suppression: Ladder Truck	Ladder trucks are not deployed on wildland incidents.
Pipeline/Power Lines: Fire Hydrant Flow Test	Hydrant flow testing is no longer performed by the Fire Department; hydrants are owned and maintained by STPUD.
Pipeline/Power Lines: Witnessed Acceptance Test	The Fire Department does not perform witnessed acceptance testing.
Open Burning and Recreational Fires	Open burning and recreational fires are not permitted within city limits.
Photographs	No fee is charged. Public records requests are processed through the City Clerk's Office, which may assess fees as applicable.
Video Tape Duplication	No fee is charged. Public records requests are processed through the City Clerk's Office, which may assess fees as applicable.
Per Event Inspection	Per-event inspections are not required for fire dancers holding a valid annual permit, as safety requirements are already demonstrated and approved.
Suppression Sys – 50 hds / Dry Chem Sys	Consolidated into the automatic alarm/suppression system fee.
Suppression Sys – 200 hds	Consolidated into the automatic alarm/suppression system fee.
Board & Care Facility (7–50)	Consolidated into the daycare facility fee.
Board & Care Facility (50+)	Consolidated into the daycare facility fee.
Special Event / Fire Inspections (3 hour min if conducted outside regular work hours)	Already Covered in Fire Inspection Fee
Auto Alarm/~~Ext~~ Supression System - ~~100~~ 1-99	Duplicate Fee - Already covered
Auto Alarm/~~Ext~~ Supression- 100+	Duplicate Fee - Already covered

Fee Restructuring

- Eleven fees are proposed to be converted from hourly rates to flat fees, as staff were unaware, they were listed as hourly and they were never intended or charged as such.

The full list of the proposed fees can be found in section 5 of this report.

PARKS AND RECREATION

In phase I of the Parks and Recreation fee analysis, GCP focused on the fees for the new Recreation and Aquatics Center that is scheduled to open in spring 2026. On November 4, 2025, the City Council adopted the new Recreation and Aquatics Center fee schedule which is referenced in Appendix A of this study.

Phase II of the Parks and Recreation fee study represents the analysis of the remaining fee related program categories listed below:

- Outdoor Park Facility Rentals: Picnic Shelters and Picnic Areas
- Outdoor Park Facility Rentals: Regan Beach West
- Special Event Facility Rentals (large scale events): Lakeview Commons; Bijou Park (entire park), Regan Beach
- Bijou Golf Course
- Campground
- Boat Ramp

The revenues for these program categories have been updated since the phase I report was issued. The results for the phase II service category analysis are shown below:

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
Parks and Recreation	$993,730	$656,249	66%	$337,481	$691,038	70%	$34,789

The user fee cost analysis for the remaining Parks and Recreation program categories show an overall cost recovery of $656,249 (66%) with $337,481 (34%) unrecovered. If staff recommendations are adopted, projected revenue would be $691,038 (70%) for an increase of $34,789.

Part of the unrecovered costs comes directly from the state capped fees for the Boat Ramp which shows an overall cost recovery of $36,464 (21%) with a cost of $169,971, leaving $133,507 (79%) unrecovered or subsidized by the city.

The individual program category results are listed below:

City of South Lake Tahoe Parks and Recreation				
	Service Category Name	CURRENT REVENUE	TOTAL ANNUAL COST	CURRENT COST RECOVERY %
29	Outdoor Park Facility Rentals: Picnic Shelters and Picnic Areas	$ 5,091.00	$ 28,102.93	18%
30	Outdoor Park Facility Rentals: Regan Beach West	$ 25,902.00	$ 28,102.93	92%
31	Special Event Facility Rentals (large scale events): Lakeview Commons; Bijou Park (entire park), Regan Beach	$ 6,504.00	$ 25,756.16	25%
39	Bijou Golf Course	$ 203,765.00	$ 437,754.38	47%
40	Campground	$ 378,524.00	$ 304,042.63	124%
41	Boat Ramp	$ 36,464.00	$ 169,970.56	21%

Many of the fees within the phase II categories represent facility rentals or use of government property. In 2010, Proposition 26 was adopted and states that user fees are limited to the "estimated reasonable cost of providing a service" by Government Code section 66014(a) and other supplementary legislation. In particular, Proposition 26 established that fees charged for the use of government property are exempt from Proposition 26. These include fees for parks and facility rentals as well as green fees, carts, and other equipment rental fees. All of these fees may be set at a price the market will bear.

Based on the overall results, GCP performed a comparison survey of various outdoor park facility rentals, 9-hole golf courses, and campgrounds. It is common for agencies to want to compare their fees to other agencies, however, it is important to note that not all facilities may be an apples-to-apples comparison. For example, a straight comparison of a 9-hole golf course does not take into account the quality or condition of the course or whether or not the facility offers a club house or other amenities. A comparison survey can provide some guidance when looking at the key considerations but ultimately staff's comments were heavily considered when making the final recommendations.

Other key considerations that were taken into account when setting the recommendations included:

- Price Elasticity of Demand: When proposing fee recommendations, the elasticity of demand for the service should be considered. For example, will raising the fee result in a loss of participants or number of rentals or is the demand there to sustain participation levels.

- **Competition:** Certain services, such as facility rentals, may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available.

The following represent some of the highlighted fee changes:

Outdoor Park Facility Rentals: Picnic Shelters and Picnic Areas and Regan Beach West - GCP recommends that the fees under this program category increase by CPI.

Special Event Facility Rentals (large scale events): Lakeview Commons; Bijou Park and Regan Beach

Currently there are two tiers for the Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental: attendance up to 500 persons and attendance 501-1,000 persons. Staff recommend adding a third tier for attendance 1,001-2,000 persons and adjusting the fees for the three tiers. (see below)

Fee Name	Current Fee		Proposed Fee		Comments
Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance up to 500 persons	$1,091	Per Day	$800	Per Day	Reduced by 27%
Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 501-1,000 persons	$1,364	Per Day	$1,364	Per Day	Increase by CPI
Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 1,001-2,000 persons	*New*	Per Day	$1,900	Per Day	Increase fee from $1,364 to $1,900 which is a 39% increase

Other fee changes under this program category include:

- Increase in the Bijou Community Park Parking Lot Rental and the Community Playfield Parking Lot Rental fee
- New fee added for the Bijou Community Park Lawn Space (up to 100 persons)
- Bijou Bike Park or Skate Park Rental and Disc Golf Course Rental for Tournaments & Special Events (Bijou Park) to increase by CPI.
- Facility Rental Setup Fee increase to match newly adopted fee on the Recreation and Aquatic Center fee schedule.

Bijou Golf Course

Fees are recommended to increase by 10% resulting in $18,872 in additional revenue.

Two new fees are recommended:

- Individual Senior Season Pass (no restrictions)
- Individual Junior Season Pass (no restrictions)

Campgrounds

All but one fee is recommended to stay the same with no increase. The one exception is listed below:

- Campground Site Fee - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee). This fee is recommended to increase 5%, resulting in $15,917 in additional revenue.

In addition to the phase II fees reviewed, staff recommend adding two new fees to the new Recreation and Aquatics Center fee schedule.

a. Family Dance
b. Gym Sports Event (per team)
c. Family Annual Pass (1 adult and 1 child)
d. Stage Rental Fee (Gym Rental, Pool Rental, Dance Fitness, Community Room and Event Space

The full list of the proposed fees can be found in section 5 of this report.

PLANNING

The City's planning, land use and zoning services are intended to protect, maintain and develop an attractive, safe, and healthy community by providing planning services to the general public, project applicants, and other City Departments.

The Planning division is responsible for reviewing and processing permits and applications for development

The cost analysis for Planning shows an overall cost of processing development projects of $497,592 while generating associated revenue of $340,255, for a 68% cost recovery rate.

If proposed fee adjustments are adopted, annual revenue will increase to approximately $497,259 for an increase of $157,034. These projections are estimates only; actual revenues depend on activity levels, compliance, billing and collection practices, and any future changes to fee structures or City policies.

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
Planning	$497,592	$340,225	68%	$157,367	$497,259	100%	$157,034

POLICE

The Police department is primarily responsible for maintaining community quality of life by providing contemporary police response systems to meet the community's expectations for service. The majority of services provided are not user fee related. However, the department does provide specific services which directly benefit an individual or business rather than the community as a whole and where a user fee charge is appropriate.

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
Police	$171,158	$133,960	78%	$37,198	$145,455	85%	$11,495

Several of the departments fees are restricted by the State of California. These fees have been proposed at the State prescribed amount. The remainder of fees are proposed for 100% cost recovery. The total cost of providing fee-eligible services annually is $171,158, while related revenue generated is $133,960 for a $37,198 subsidy. A combination of fee increases and decreases are proposed for a net $11,495 revenue increase.

5 FEE ANALYSIS AND RECOMMENDATIONS

CITYWIDE RECOMMENDATIONS

1. GCP recommends the department update its user fees in non-study years by an annual inflation index to keep fees more closely aligned with staffing costs. We recommend the following index be applied as part of the regular budget cycle:

    - Bureau of Labor Statistics Consumer Price Index (CPI), San Francisco-Oakland-Hayward, December release.

    Certain fees are exempt from these annual indexed adjustments, such as percentage-based fees or those limited by the State or Federal government to a specific dollar amount.

2. GCP recommends the City monitor the revenue generated by new and adjusted fees and performing a check at both six months and one year to ensure that new and restructured fees are performing the way they were intended.

3. GCP recommends that South Lake Tahoe conduct a detailed analysis at least every three to five years, with minor adjustments, such as new fees arising from new legislation, be incorporated as needed.

ANALYSIS AND RECOMMENDATIONS BY DEPARTMENT/DIVISION

The following pages present GCP's analysis and proposed fee for each user-fee related service.

Building

City of South Lake Tahoe Building	PER UNIT ANALYSIS					
Fee Category	Current Fee	Fee Description	Cost Per Unit	Cost Recovery	Proposed Cost Recovery	Proposed Fee
1 Building Permit Fee	2%	% of valuation	2%	100%	100%	2% valuation
2 Administrative Processing	$128	per hour/ 1 hr min.	$128	100%	100%	$151 per hour / 1 hr min.
3 Active Building Permit Extension	$191	each	$191	100%	100%	$191 each
4 Building Plan Review Extension	$191	each	$191	100%	100%	$191 each
5 Building Plan Review	$128	per hour / 1 hr min.	$128	100%	100%	$128 per hour / 1 hr min.
6 Stop Work Notice of Violation	$428	each	$428	100%	100%	$428 each
7 Stop Work/Red Tag Permit Fee	2x pmt	each	n/a	n/a	n/a	2x pmt
8 Special Building Inspections	$177	per hour / 1 hr min.	$177	100%	100%	$177 per hour / 1 hr min.
9 Building Inspection/Reinspection Fee	$177	each	$177	100%	100%	$177 each
10 Document Printing & Copying	$0.10	per page	$0.10	100%	100%	$0.10 per page
11 Permit Technology Fee	$13	each permit	$31	42%	100%	$31 each permit
12 Illegal Unit Review	$1,107	each	$1,107	100%	100%	$1,107 each
13 Admin Fee for Cost of Collection on Liens, Nuisance, etc.	25%	% of collection costs	25%	100%	100%	25% of collection costs
14 Temporary Certificate of Occupancy Application	$177	each	$177	100%	100%	$177 each
15 Demolition Permit	$440	each	$440	100%	100%	$440 each
16 Resid. Fire Sprinkler Insp: 1-50 heads	$248	per inspection	$248	100%	100%	$248 per insp
17 Resid. Fire Sprinkler Insp: 51+ heads	$604	per inspection	$604	100%	100%	$604 per insp
18 Resid. Fire Plan Review	$128	hourly	$128	100%	100%	$128 hourly
19 General Plan/ Community Plan/Area Plan Maint Fee	$1.15	construction valuation	$1.15	100%	100%	$1.15 const val
21 Re-check Fee (4th + each add'l check)	NEW	each	NEW	100%	100%	$256 each
22 Fees for work not specifically identified elsewhere	NEW	hourly	NEW	100%	100%	$177 hourly

BUILDING DIVISION

Total Cost vs Total Revenue Matchup

2024 ACTUALS

REVENUE

10003110 BUILDING & SAFETY REVENUE	ALL SOURCES	USER FEE
33132 Federal ARP Act Funding	$9,408	$9,408
34008 TRPA MOU	$134,428	$134,428
34140 Building Fees	$1,538,398	$1,538,398
34180 Printing & Duplicating	$19	$19
34230 Fire-Prev Special Inspect Fees	$153,184	$153,184
36322 Trans in From Bldg Permits (271)	$250,000	$250,000
10003112 MFD REVENUE	**ALL SOURCES**	**USER FEE**
32900 Penalty & Interest	$31,549	
34151 MFD Annual Fee	$160,481	$160,481
34154 SRO Fee	$48,988	$48,988
27103110 REVENUE	**ALL SOURCES**	**USER FEE**
34140 Building Fees	$502,076	
35310 Interest/Dividends	$70,354	
2024 ACTUAL USER FEE REVENUE		**$2,294,906**

EXPENSES

10003110 BUILDING & SAFETY EXPENSES	ALL SOURCES	USER FEE
STAFFING	$489,092	$489,092
BENEFITS	$220,316	$220,316
CONTRACT SERVICES	$416,306	$416,306
OTHER EXPENSES	$20,544	$20,544
CITYWIDE INDIRECT COST	$222,659	$222,659
10003112 MFD EXPENSES	**ALL SOURCES**	**USER FEE**
STAFFING	$154,251	$154,251
BENEFITS	$57,323	$57,323
OTHER EXPENSES	$435	$435
CITYWIDE INDIRECT COST	$32,707	$32,707
27103110 EXPENSES	**ALL SOURCES**	**USER FEE**
CITYWIDE INDIRECT COST	$5,334	$227,993
TRANSFER IN FROM LR PLANNING	**ALL SOURCES**	**USER FEE**
PLANNING SUPPORT TO BUILDING		$211,176
TRANSFER IN FROM FIRE	**ALL SOURCES**	**USER FEE**
FIRE SUPPORT TO BUILDING		$50,000
TRANSFER IN FROM PUBLIC WORKS	**ALL SOURCES**	**USER FEE**
PW SUPPORT TO BUILDING		$50,000
2024 ACTUAL EXPENSES		**$2,152,802**
NET REVENUE SURPLUS		**$142,104**

City Clerk

City of South Lake Tahoe - City Clerk	PER UNIT ANALYSIS						
Fee Category	Current Fee	Fee Description	Current Cost Per Unit	Current Cost Recovery	Recommended Cost Recovery	Proposed Fee	
1 Appeals	$380	Per appeal	$1,253	30%	100%	$1,253	Per appeal
2 Document Printing and Copying - .10 per page plus postage	$0.10	Per document page	$0.10	100%	100%	$0.10	Per document page
3 City Council Chambers Use Application Fee	$28	Per application	$35	80%	100%	$35	Per application
4 City Council Chambers Rental, M-F, 8-5 p.m.	$44	Per Hour	$50	88%	100%	$50	Per Hour
5 Video Meeting Electronic File Transfer, 1 per Drive	$5	Per Thumb Drive	$5	100%	100%	$5	Per Thumb Drive
6 Verbatim Transcript Service	$0	Hourly or Actual Outsource Cost	$0	0%	100%		Hourly or Actual Outsource Cost
7 Notary Service	$15	Per form	$15	100%		$15	Per form
8 Notary Service - Providing California Notary Acknowledgement or Jurat Form	$1	Per form	$1	100%		$1	Per form
9 Agenda Mailing Service, .10 per page plus postage	$0.10	Per page plus postage	$0	100%		$0.10	Per page plus postage
10 Filming Application Fee Basic	$197	Fixed Fee	$164	120%	100%	$164	Fixed Fee
11 Public Property Use Fee (for filming only)	$767	Change to See Facility Rental Fee Schedule	$0	0%			See Facility Rental Fee Schedule
12 Temporary Sign Deposit (yard signs)	$174	Refundable Deposit (Campaign)	$0	0%		$174	Refundable Deposit (Campaign)
13 City Council AV Service Fee	$0	New Fee: Per Hour (1 hour minimum)	$99	0%	100%	$99	New Fee: Per Hour (1 hour minimum)
14 Film Application Fee Special	$0	New Fee: Applications that require additional City Clerk, Fire, Police or Public Works, review will be charged the hourly rate of the Department Head reviewing the Permit Application.	$192	0%	100%	$192	New Fee: Applications that require additional City Clerk, Fire, Police or Public Works, review will be charged the hourly rate of the Department Head reviewing the Permit Application.
15 Film Appliation Fee Rush (less than 7 business days)	$0	New - Base Fee x 1.5	$0	0%		$0	New - Base Fee x 1.5
16 Film Permit Change Fee	$0	New - Fixed Fee	$132	0%	100%	$132	New - Fixed Fee
17 Airport Commercial Filming	$0	Airport Commercial Filming will be processed by Airport Manager	$0	0%		$0	Airport Commercial Filming will be processed by Airport Manager

Engineering

City of South Lake Tahoe
Public Works - Engineering

PER UNIT ANALYSIS

	Fee Category	Current Fee	Fee Description	Cost Per Unit	Cost Recovery	Proposed Cost Recovery	Proposed Fee	
1	Street/Property Abandonment	$3,277	flat	$2,855	115%	100%	$2,855	flat
2	Single-Family Residential PW plan review	$128	per hour	$145	88%	100%	$145	per hour
3	Multi-Family Residential PW plan review (6 units or less)	$128	per hour	$145	88%	100%	$145	per hour
4	Large Multi-Family Residential PW plan review (7 or more units)	$1,711	flat	$145	n/a	100%	$145	per hour
5	Commercial Development/Redev PW plan review	$128	per hour	$145	88%	100%	$145	per hour
6	GIS Fee (special requests for information/maps)	$347	flat	$309	112%	100%	$309	flat
7	Grading: <10 cubic yards (no fee)	$0	free	$0	n/a	n/a	$0	free
8	Grading: 10+ cubic yards	$566	flat	$754	75%	100%	$754	flat
9	~~Grading: 8 - 350 cubic yards~~	$957	REMOVE	n/a	n/a	n/a		REMOVE
10	~~Grading: 351+ cubic yards~~	$2,468	REMOVE	n/a	n/a	n/a		REMOVE
11	Parcel Merger/Lot Line Adjustment/ Parcel Maps	$128	per hour	$145	88%	100%	$145	per hour
12	Final Subdivision Map	$128	per hour	$145	88%	100%	$145	per hour
13	Tentative Subdivision Map	$128	per hour	$145	88%	100%	$145	per hour
14	Obstruction Permit	$307	flat	$340	n/a	n/a	$340	flat
15	Encroachment (street cut) Permit/Minor	$766	flat	$340	226%	100%	$340	flat
16	Encroachment (street cut) Permit/Major	$766	plus 1.5% of Val over $20k	$503	100%	100%	$503	plus 1.5% of Val over $20k
17	Transportation Yearly Permit	$148	Set by State	n/a	n/a	n/a	$90	Set by State
18	Transportation Single Permit	$105	Set by State	n/a	n/a	n/a	$16	Set by State
19	Permit Violation/ Stop Work Fee	$1,532	flat	n/a	n/a	n/a	$1,532	flat
20	Storm Water Inspection Fee: Commercial	$262	flat	$293	90%	100%	$293	flat
21	Storm Water Inspection Fee: Commercial Reinspection	$131	flat	$293	45%	100%	$293	flat
22	Storm Water Inspection Fee: Industrial	$327	flat	$400	82%	100%	$400	flat
23	Storm Water Inspection Fee: Industrial Reinspection	$131	flat	$400	33%	100%	$400	flat
24	Easement Request/ Review	$1,417	flat	$4,368	32%	100%	$4,368	flat
25	Reproduction Fee	$4	per 23x26"	$13	31%	100%	$13	per 23x26"
26	Street Name Change	actual cost	actual cost	n/a	n/a	n/a		actual cost

City of South Lake Tahoe
Public Works - Engineering

PER UNIT ANALYSIS

	Fee Category	Current Fee	Fee Description	Cost Per Unit	Cost Recovery	Proposed Cost Recovery	Proposed Fee	
27	Unapproved Work (ROW)/ Correction Fee/ Inspections or Repairs to City Infrastructure	$946	flat	n/a	n/a	n/a	$946	flat
28	PW Condominimization of Existing Resid. Development	$128	per hour	$145	88%	100%	$145	per hour
29	PW Inspections/ Re-inspections	$177	per insp	$145	122%	100%	$145	per hour
30	Third Party Plan Reviews	New Fee	Actual Cost	n/a	n/a	n/a		actual cost
31	Technology Fee	$13	per permit	$31	$1		$31	per permit

Finance

City of South Lake Tahoe
Finance

PER UNIT ANALYSIS

	Fee Category	Current Fee	Fee Description	Cost Per Unit	Cost Recovery	Proposed Fee	
1	Administrative Fee - New license application (Including $31 Business License Technology Fee)	$86	application	$108	80%	$108	application
2	Administrative Fee - New Business One Time 6 Month License Application	$42	application	$32	131%	$32	application
3	Administrative Fee - Annual Renewal (Including $31 Business License Technology Fee)	$68	application	$63	108%	$63	application
4	AB1379 (amended SB1186; ADA info and access fee - State of CA mandated; effective 1/1/2018	$4	per business certificate	$4	100%	$4	per business certificate
5	Business License Technology Fee; collected with admin fee	$13	business application	$31	42%	$31	business application
6	Business License Certificate - duplicate copy	$19	certificate	$12	158%	$12	certificate
7	Lien Release Fee	$0	lien: Passed on to Seller through Escrow	$372	0%	$372	lien: Passed on to Seller through Escrow
8	Administrative Fee for Delinquent Refuse Collections	$87	lien	$87	100%	$87	lien
9	Delinquent Tax Analysis	$0	per project: At cost using fully burdened hourly rate	$0			per project: At cost using fully burdened hourly rate
10	Motel Tax Master (name/address listing)	$63	per report	$40	158%	$40	per report
11	Individual TOT Report	$18	per motel/per year	$17	106%	$17	per motel/per year
12	Vacation Home Rental Master Report	$68	per report	$40	170%	$40	per report
13	Vacation Home Rental Label Report	$63	per report plus cost of labels	$40	158%	$40	per report plus cost of labels
14	Business License Master Report, Standard Format	$63	per report	$79	80%	$79	per report
15	Business License Master Report Requiring Specific Formatting Due to Information Request	$63	per report plus fully burdened hourly rate	$79	80%	$79	per report plus fully burdened hourly rate
17	Returned Check (NSF) Processing - 1st check	$28	per check	$25	112%	$25	per check
18	Returned Check (NSF) Processing - Subsequent checks	$35	per check	$35	100%	$35	per check

City of South Lake Tahoe Finance		PER UNIT ANALYSIS				
	Fee Category	Current Fee	Fee Description	Cost Per Unit	Cost Recovery	Proposed Fee
19	Geobase Information Service, Research	$0	At cost using fully burdened hourly rate per project	$112	0%	$112 At cost using fully burdened hourly rate per project
20	Stop Payment Fee	$0	At cost using actual bank charge per check	$0		At cost using actual bank charge per check

Fire Department

City of South Lake Tahoe Fire Department	PER UNIT ANALYSIS					
Fee Category	Current Fee	Fee Description	Current Cost Per Unit	Current Cost Recovery	Proposed Cost Recovery	Proposed Fee
2 EMS: Advanced/Basic Life Support, incident response	$532	Hourly --> Flat Rate	$646	82%	93%	$598
3 ~~EMS: Advanced/Basic Life Support - with standby to support air ambulance transport, incident response~~	$1,032	Remove Fee				Remove
4 ~~EMS: Advanced/Basic Life Support - with engine standby for CPR, incident response~~	$1,032	Remove Fee				Remove
6 ~~County Fire Services: Lake Valley Fire District Contract~~		Remove Fee				Remove
7 ~~County Fire Services: Fallen Leaf Fire District Contract~~		Remove Fee				Remove
9 Wild Land Suppression: Support Vehicle	CA OES Rate	CA OES Hourly Rate		100%	100%	CA OES Rate
10 Wild Land Suppression: Pumping Engine	CA OES Rate	CA OES Hourly Rate		100%	100%	CA OES Rate
11 ~~Wild Land Suppression: Ladder Truck~~		CA OES Hourly Rate - Remove				Remove
13 Motor Vehicle Accident: Level 1 Basic Response	$1,159	Hourly --> Flat Rate	$1,406	82%	100%	$1,406
14 Motor Vehicle Accident: Level 2 Extrication	$1,757	Hourly --> Flat Rate	$1,879	94%	100%	$1,878
15 Motor Vehicle Accident: Level 3 Multi Casualty	$2,577	Hourly --> Flat Rate	$3,337	77%	100%	$3,337
17 Hazmat Cleanup: Level 1 Basic Response	$771	Hourly --> Flat Rate	$1,233	63%	100%	$1,232
18 Hazmat Cleanup: Level 2 Full Alarm Response	$2,577	Hourly --> Flat Rate	$3,342	98%	100%	$3,341
20 Bomb Squat Response: Level 1 Full Alarm Response	$1,159	Hourly --> Flat Rate	$1,233	94%	100%	$1,232
21 Bomb Squat Response: Level 2 Full Alarm Engine Response plus TD Bomb Unit	$2,577	Hourly --> Flat Rate	$2,816	92%	100%	$2,816
23 Pipeline/Power Lines: Level 1 Single Engine	$1,159	Hourly --> Flat Rate	$1,175	99%	100%	$1,174
24 Pipeline/Power Lines: Level 2 Full Alarm Engine Response	$2,577	Hourly --> Flat Rate	$2,643	97%	100%	$2,643
25 ~~Pipeline/Power Lines: Fire Hydrant Flow Test~~	$337	Remove Fee				Remove
26 ~~Pipeline/Power Lines: Witnessed Acceptance Test~~	$337	Remove Fee				Remove
27 Pipeline/Power Lines: Fire Watch Service	Actual Cost	Actual Cost	Actual Cost	100%	100%	Actual Cost
28 Pipeline/Power Lines: Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control)	$2,577	Hourly --> Flat Rate	$2,861	90%	100%	$2,860
31 Level 1 Single Engine - Water Indicents	$1,159	per incident	$1,237	94%	100%	$1,237
33 Level 1 in City - Search and Rescue	$819	Per incident	$1,233	66%	100%	$1,232
35 False Alarm Responses 1st Offense	$164	Fine	$526	31%	31%	$164
36 False Alarm Responses 2nd Offense +	$274	Fine	$526	52%	52%	$274
37 ~~Open Burning and Recreational Fires~~	$273	Remove Fee				Remove
38 Ceremonial/Special Permit	$0	New Fee	$70	0%	100%	$70
39 Arson Investigation - Includes scene safety, investigation, source ID, Arson dog, equipment use, mobile detection and report	Actual Cost	Actual Cost	Actual Cost	100%	100%	Actual Cost
40 Fire Investigation Reports	$0	No Fee	$41	0%	0%	$0
41 Fire Incident Report	$0	No Fee	$41	0%	0%	$0
42 Copies	$0	Per Page --> No Fee	$0	0%	0%	$0
43 ~~Photographs~~	$0	Remove				Remove
44 ~~Video Tape Duplication~~	$0	Remove				Remove
45 Fireworks/Pyrotechnical Display Permit	$448	flat	$247	181%	100%	$247
46 Fire Dance Permit Annual Fee	$225	flat	$189	119%	100%	$189
47 ~~Per Event Inspection~~	Per Hour	Remove Fee				Remove

City of South Lake Tahoe Fire Department	PER UNIT ANALYSIS					
Fee Category	Current Fee	Fee Description	Current Cost Per Unit	Current Cost Recovery	Proposed Cost Recovery	Proposed Fee
48 Defensible Space Inspections for AB38 (Real Estate Sale)	$32	Hourly	$148	22%	66%	$98
49 Defensible Space Inspections for Homeowners (includes tree marking)	$32	flat	$148	22%	66%	$98
50 Tree Removal Permit	$0	New Fee	$173	0%	43%	$75
51 ~~Special Event / Fire Inspections (3 hour min if conducted outside regular work hours)~~	$177	Remove Fee				Remove
53 Misc. Event Standby	$0	CA OES Hourly Rate	$338	0%	100%	$337
55 ~~Auto Alarm/Ext Supression System - 100 1-99~~	$248	Per Inspection				Remove
56 ~~Auto Alarm/Ext Supression- 100+~~	$445	Per Inspection				Remove
57 ~~Suppression Sys 50 hds/Dry Chem sys~~	$248	Remove Fee				Remove
58 ~~Suppression Sys 200 hds~~	$604	Remove Fee				Remove
59 Underground Main Inspection <2”	$121	Per Inspection	$222	54%	100%	$222
60 Underground Main Inspection >2”	$248	Per Inspection	$222	112%	100%	$222
62 ~~Board 7 Care Facility 7-50~~	$138	Remove Fee				Remove
63 ~~Board 7 Care Facility 50+~~	$343	Remove Fee				Remove
64 Day Care Facility 6+	$128	Per Inspection	$222	58%	89%	$198
65 Fire Plan Review - Commercial, MFD, Special Event	$263	Per Hour	$199	132%	100%	$199
66 Basic Fire Inspection, <1k k sq. ft.	$96	flat	$173	56%	100%	$173
67 Basic Fire Inspection, 1k - 4k sq. ft.	$134	flat	$222	60%	100%	$222
68 Basic Fire Inspection, 4k - 9k sq. ft.	$161	flat	$272	59%	100%	$271
69 Basic Fire Inspection, >9 k sq. ft.	$204	flat	$346	59%	100%	$345
70 Basic Fire Inspection - Hourly, after 4 hours	$0	New Fee	$99	0%	100%	$99
71 Child Care Inspection Occupancy Permit Non-Home	$109	flat	$173	63%	100%	$173
72 Child Care Inspection Occupancy Permit Home	$109	flat	$173	63%	100%	$173
73 Miscellaneous Fire Services	Actual Cost	Actual Cost	Actual Cost	100%	100%	Actual Cost
74 Fire Inspection/Re-Inspection (Including Special Events)	$177	Per Hour	$177	100%	100%	$177
75 Operational Permit and Inspection CFC 105.6 - not including inspection	$254	flat	$247	103%	100%	$247
76 Fire Processing Permit Fee		New	$151		100%	$151

Parks and Recreation

City of South Lake Tahoe Parks and Recreation

PER UNIT ANALYSIS

Fee Category	Current Adopted Fee 3/25/2025	Fee Description	Program Recovery Percentage	Proposed Fee	Current Revenue	Projected Revenue
Outdoor Park						
Outdoor Park Facility Rentals						
Alcohol Use Permit, City Sanctioned Public/Private Outdoor Facilities	$66	Each		$66	$576	$576
Bijou Park, Kiwanis Picnic Shelter (4 Hours)	$173	4 Hour Block		$173	$2,096	$2,096
Bijou Park, Rotary Picnic Shelter (4 Hours)	$173	4 Hour Block		$173	$2,419	$2,419
Recreation Complex Group Picnic Areas (4 Hours)	$173	4 Hour Block		$173	$0	$0
Gazebos and Picnic Areas beyond 4 hour minimum rental	$46	Hourly After 4 Hours		$46	$0	$0
Private Rental: Regan Beach West (Per Hour; 2-Hour Minimum) (Rents for Wedding and special events)	$222	Mon-Thur $/hr		$222	$738	$738
	$287	Fri & Sun $/hr		$287	$7,200	$7,200
	$349	Sat $/hr		$349	$17,964	$17,964
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due		10% of total rental fee due		
Public Special Event Park Rentals						
Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance up to 500 persons	$1,091	Per Day		$800	$0	$0
Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 501-1,000 persons	$1,364	Per Day		$1,364	$0	$0
Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 1,001-2,000 persons	*New*	Per Day		$1,900	$0	$0
Bijou Community Park Lawn Space (up to 100 persons)	*New*	Per Hour		$50	$0	$0
Bijou Bike Park or Skate Park Rental	$254	Per Day		$254	$2,381	$2,381
Disc Golf Course Rental for Tournaments & Special Events (Bijou Park)	$267	Per Day		$267	$801	$801
Bijou Park Concession (absent lease agreement)	$299	Per Day		$299	$1,637	$1,637
Bijou Community Park Parking Lot Rental	$105	Per Day		$215	$0	$0
Community Playfield Parking Lot Rental	$105	Per Day		$215	$0	$0

City of South Lake Tahoe Parks and Recreation

PER UNIT ANALYSIS

Fee Category	Current Adopted Fee 3/25/2025	Fee Description	Program Recovery Percentage	Proposed Fee	Current Revenue	Projected Revenue
Facility Rental Setup Fee	$43	Per Hour Per Staff		$48	$0	$0
Special Event Vendor Fee	Not to Exceed $125 per event	Not to Exceed $125 per event		Not to Exceed $125 per event	$1,575	$1,575
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate		25% Off Base Rate		
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due		10% of total rental fee due		
Group Rentals may be subject to $500 minimum or $1500 maximum security deposit and/or cleaning fees at the discretion of the City of South Lake Tahoe	$500	$500 (Security Deposit)		$500 minimum or $1,500 Maximum security deposit and/or cleaning fees		
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 Minimum or $50 Maximum	$15 (Cancellation Fee)		$15 Minimum or $50 Maximum	$110	$110
Golf Course						
9 Hole	$20	Each		$22	$77,765	$85,542
9 Hole Senior	$18	Each		$20	$36,990	$40,689
9 Hole Junior (17 and under)	$11	Each		$12	$1,408	$1,549
9 Hole Family (1 adult & 1 Junior (17 and under)	$24	Each		$26	$9,000	$9,900
Add 9 Holes	$13	Each		$14	$2,184	$2,402
Twilight (last 2 hours of tee times)	$17	Each		$19	$18,258	$20,084
Cart Rental	$5	Each		$6	$16,540	$18,194
Club Rental	$17	Each		$17	$15,045	$15,045
Golf Course Passes						
20 Use	$280	Each		$308	$26,575	$29,232
10 Use	$155	Each		$171		
10 Use Twilight (last 2 hours of daylight)	$130	Each		$143		
10 Use Senior	$140	Each		$154		
10 Use Family (1 Adult & 1 Junior (17 and under)	$180	Each		$198		

City of South Lake Tahoe Parks and Recreation

PER UNIT ANALYSIS

Fee Category	Current Adopted Fee 3/25/2025	Fee Description	Program Recovery Percentage	Proposed Fee	Current Revenue	Projected Revenue
10 Use Junior (17 and under)	$85	Each		$94		
Individual Adult Season Pass (no restrictions)	$450	Each		$495		
Individual Senior Season Pass (no restrictions)	*New*	Each		$450		
Individual Junior Season Pass (no restrictions)	*New*	Each		$450		
Administrative Fee for replacement of annual passes only	$10	Each		$10		
Bijou Golf Course use in partnership with Boys and Girls Club	No Charge	No Charge		No Charge		
Campground						
Campground Site Fee - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee)	$45	Per Day		$47	$318,340	$334,257
Standard Cabin (includes $10 infrastructure fee)	$90	Per Day		$90	$0	$0
Reservation Fee (non-refundable)	$10	Each		$10	$32,805	$32,805
Cancellation Fee (Inside 30 days from arrival date)	$50	One night rental fee		$50	$7,747	$7,747
Cancellation Fee (Outside 30 days of arrival date)	$10	Each		$10	$1,480	$1,480
Dump Fee (charged to campers not staying in our campground)	$15	Each		$15	$1,911	$1,911
Extra person	$6	Each		$6	$3,138	$3,138
Visitor Day Use	$5	Each		$5	$5	$5
Pets	$2	Each		$2	$5,112	$5,112
Extra Vehicle (no holding tanks)	$6	Each		$6	$7,650	$7,650
Motorcycles and Electric Scooters	$3	Each		$3	$6	$6
Late Checkout Fees	$10	Per Site		$10	$330	$330
Boat Ramp*						
Day Use	$17	Per Day		$17	$36,464	$36,464
Annual Pass	$138	Each		$138		

City of South Lake Tahoe Parks and Recreation

PER UNIT ANALYSIS

Fee Category	Current Adopted Fee 3/25/2025	Fee Description	Program Recovery Percentage	Proposed Fee	Current Revenue	Projected Revenue
***The Division of Boating and Waterways currently limits these fees to $17 for Day Use and $138 for an Annual Pass.**						
Recreation and Aquatic Center						
Family Dance	*New*	Per Person (Adults and Children)		$15	$0	$0
	New	Children under 2 are free		Free	$0	$0
Gym Sports Event	*New*	Per Team		$40	$0	$0
Family Annual Pass (1 adult & 1 child)	*New*	Each		$560	$0	$0
Stage Rental Fee (Gym Rental, Pool Rental, Dance Fitness, Community Room and Event Space)	*New*			$150	$0	$0

Planning

City of South Lake Tahoe
Planning

	Fee Category	PER UNIT ANALYSIS					
		Current Fee	Fee Description	Cost Per Unit	Cost Recovery	Proposed Cost Recovery	Proposed Fee
1	Deposit - Building Permit	$1,000	Deposit	n/a	n/a	n/a	$1,000 Deposit
2	~~Residential Permit Processing~~	$784	REMOVE	n/a	n/a	n/a	REMOVE
3	Allocation Application Processing	$784	Flat	$951	82%	100%	$950 Flat
8	Inclusionary Housing Plan Check Process	NEW	Flat	$152	n/a	100%	$150 Flat
13	Major General Planning Application	$3,219	Flat	$5,785	56%	100%	$5,780 Flat
14	Minor General Planning Application	$1,019	Flat	$4,301	24%	100%	$4,300 Flat
15	Permit Revision and/or Extension	$600	Flat	$1,294	46%	100%	$1,290 Flat
16	Categorical Exemption	$82	Flat	$190	43%	100%	$190 Flat
17	Negative Declaration Review	$4,414	Flat	n/a	n/a	100%	Contract +25%
18	Negative Declaration Preparation	$7,991	Flat	n/a	n/a	100%	Contract +25%
19	EIR/ EIS	25%	Contract +25%	n/a	n/a	100%	Contract +25%
20	Fence Permits (Commercial Only)	$291	Flat	$381	76%	100%	$380 Flat
21	Home Occupation Permit	$146	Flat	$228	100%	100%	$225 Flat
22	Minor Sign Review and Approval	$161	Flat	$457	100%	100%	$455 Flat
23	Major Sign Review and Approval	$400	Flat	$609	100%	100%	$605 Flat
24	Sign Permit Revision Application and Review	$161	Flat	$381	100%	100%	$380 Flat
25	Locally Unique Sign Application	$3,219	Flat	$4,339	100%	100%	$4,335 Flat
26	Minor Special Event Permit	$231	Flat	$1,028	100%	100%	$1,025 Flat
27	Major Special Event Permit	$459	Flat	$1,028	100%	100%	$1,025 Flat
28	Non-Profit Producer and Free Special Event	$0	Free	$1,028	0%	0%	Free
29	Temporary Use Permit	$689	Flat	$913	100%	100%	$910 Flat
30	Certificate of Compliance	$888	Flat	$913	100%	100%	$910 Flat
31	Tentative Subdivision Map	$5,850	Flat	$6,584	100%	100%	$6,580 Flat
32	Condominimization of Existing Resid Dev.	$6,016	Flat	$6,432	100%	100%	$6,430 Flat
33	Cannabis Use Permit	$5,816	Flat	$5,556	100%	100%	$5,555 Flat
36	Cannabis Annual Inspection Fee	$2,100	Flat	n/a	n/a	n/a	$2,100 Flat
37	Cannabis Re-Inspection Fee	$894	Flat	n/a	n/a	n/a	$894 Flat
38	Zoning Letter	$253	Flat	$343	100%	100%	$340 Flat
39	Document Copying	$0.10	Flat	$0.10	100%	100%	$0.10 Flat
40	Planning Review of Building Permits	$128	Flat	$152	100%	100%	$150 Flat

City of South Lake Tahoe Planning	PER UNIT ANALYSIS					
Fee Category	Current Fee	Fee Description	Cost Per Unit	Cost Recovery	Proposed Cost Recovery	Proposed Fee
41 Admin Fee for Cost of Collection on Leins and other remedies	25%	Admin %	n/a	n/a	n/a	25% Admin
42 Public Notice Label Preparation	$234	Flat	$190	100%	100%	$190 Flat
44 General Plan Amendment	$8,855 dep	Deposit	$0	100%	100%	$10,000 dep
45 Community Plan Amendment/Area Plan/ Plan Area Stateme	$8,855 dep	Deposit	$0	100%	100%	$10,000 dep
46 Annexation	Hourly	Hourly	$0	100%	100%	$10,000 dep
47 Mobile Vending: Location Permit	$586	Flat	$837	100%	100%	$835 Flat
48 ~~New Vendor Permit~~	$177	Flat	n/a	n/a	n/a	REMOVE
49 ~~Mobile Vending: Renewal Permit~~	$88	Flat	n/a	n/a	n/a	REMOVE
50 Publicly Visible Art on Private Property: Public Murals	$0	Free	$799	100%	100%	Free
51 Publicly Visible Art on Private Property: Non-Mural	$257	Flat	$951	100%	100%	$950 Flat
52 Technology Fee	$0	NEW for Planning	$31	0%	100%	$31 Flat

Police Department

City of South Lake Tahoe Police Department	PER UNIT ANALYSIS					
Fee Category	Current Fee	Fee Description	Cost per Unit	Cost Recovery	Proposed Cost Recovery	Proposed Fee
1 Other Permits - New	$474	each	$533	89%	100%	$533 each
2 Other Permits - Renewal	$235	each	$277	85%	100%	$277 each
3 Pedicab Permit - Owner/Operator New	$263	each	$273	96%	100%	$273 each
4 Pedicab Permit - Owner/Operator Renewal	$92	each	$91	101%	100%	$91 each
5 Pedicab Permit - Driver New	$156	each	$197	79%	100%	$197 each
6 Pedicab Permit - Driver Renewal	$61	each	$50	122%	100%	$50 each
7 Sidewalk Vending Permit - New	$165	each	$227	73%	100%	$227 each
8 Sidewalk Vending Permit - Renewal	$28	each	$80	35%	100%	$80 each
9 Letter of Public Convenience or Necessity	$459	each	$458	100%	100%	$458 each
10 Misdemeanor Booking	$44	per booking	$46	97%	100%	$46 per booking
11 Fingerprinting	$27	each	$71	38%	100%	$71 each
12 Live Scan Fingerprinting	$18	each	$85	21%	100%	$85 each
13 Local Criminal Clearance Letter	$10	each	$45	22%	100%	$45 each
14 Towed Vehicle Release	$165	each	$242	68%	100%	$242 each
15 Special Police Service	$0	actual cost	actual cost	n/a	n/a	actual cost
16 DUI Incident Response - Police & Fire	$0	actual cost	actual cost	n/a	n/a	actual cost
17 Copy of Dispatch Event	$0.11	per page	$0.11	100%	100%	$0.11 per page
18 Restitution Rate	$0	actual cost	actual cost	n/a	n/a	actual cost
19 Govt. Code Controlled Activities	$0	actual cost	actual cost	n/a	n/a	actual cost
20 Other Special Activities	$0	actual cost	actual cost	n/a	n/a	actual cost
21 Special Police Boat Service	$0	actual cost	actual cost	n/a	n/a	actual cost
22 Equipment Reimbursement	$0	actual cost	actual cost	n/a	n/a	actual cost
23 Firearm(s) Release (by appointment only)	$44	per firearm	$46	n/a	n/a	$46 per firearm
24 Ski Run Blvd. Vehicle Control	$0	actual cost	actual cost	n/a	n/a	actual cost
25 Tape Duplication - Audio	$23	tape	$23	100%	100%	$23 tape
26 Tape Duplication - Video	$23	tape	$23	100%	100%	$23 tape
27 Crime Scene/Police Photo Reproduction (CD photo)	$23	CD	$23	100%	100%	$23 CD
28 Taxicab Company Permit	$5	annual	$12	42%	100%	$12 annual
29 Taxicab Vehicle Permit	$5	annual per vehicle	$27	19%	100%	$27 annual
30 Taxicab Driver Permit	$28	annual	$51	55%	100%	$51 annual

City of South Lake Tahoe Police Department	PER UNIT ANALYSIS					
Fee Category	Current Fee	Fee Description	Cost per Unit	Cost Recovery	Proposed Cost Recovery	Proposed Fee
31 False Alarm: 1st and 2nd	$0	free	free	n/a	n/a	free
32 False Alarm: 3rd	$50	penalty	$161	n/a	n/a	$50 penalty
33 False Alarm: 4th	$100	penalty	$161	n/a	n/a	$100 penalty
34 False Alarm: 5th	$150	penalty	$161	n/a	n/a	$150 penalty
35 False Alarm: 6th	$250	penalty	$161	n/a	n/a	$250 penalty
36 False Alarm: Additional	$25	penalty	$161	n/a	n/a	$25 penalty
37 Non Permitted False Alarm	Penalty equal to Pmt Fee	penalty	n/a	n/a	n/a	Penalty equal to Pmt Fee
38 Initial Alarm Permit Application - Resident, 3 yr	$41	permit	$60	68%	100%	$61 permit
39 Renewal Alarm Permit - Resident, 3 yr	$19	permit	$38	50%	100%	$38 permit
40 Initial Alarm Permit Application - Business, 1 yr	$41	permit	$60	68%	100%	$61 permit
41 Renewal Permit - Business, 1 yr	$19	permit	$38	50%	100%	$38 permit
42 Public Safety License Fee	$1,190	each	$1,190	100%	100%	$1,190 each
43 Public Safety License Renewal Fee	$1,190	each	$1,190	100%	100%	$1,190 each
44 Public Safety License Amendment Fee	$300	each	$304	99%	100%	$304 each
45 Shared Mobility Device Fee	$83	per device	$113	73%	100%	$113 per device
46 Reposession Fee	$0	State Fee	$15	n/a	n/a	$15 Set by State

Fee Comparison Survey

DEPARTMENT/DIVISION	South Lake Tahoe Current Fee	South Lake Tahoe Proposed Fee	Auburn	El Dorado County	Folsom	Mammoth Lakes	Placerville	Placer County	Truckee
BUILDING									
Building Permit	2% of valuation	2% of valuation	$2k val: $122 $100k val: $1,400 $1M val: $9,000	1.3% of valuation	$2k val: $138 $100k val: $1,104 $1M val: $7,360	$2k val: $225 $100k val: $2,153 $1M val: $14,495	$2k val: $95 $100k val: $1,200 $1M val: $7,500	SFD < 3,000 sq ft $265 SFD > 3,000 sq ft $193	Square Footage Resid 2,500sf $2,767 Restaurant 5,000sf $
Plan Review	$128/ hour	$128/ hour	65% of bldg pmt fee	$167/ hour	80% of bldg pmt fee	included in permit	$2k val: $95 $100k val: $600 $1M val: $3,300	50% of bldg pmt fee	no information
Temporary Certificate of Occupancy	$177	$177	$1,500 + $500 each 30 day extension	no information	$942	$225	no information	no information	no information
Re-check fee	n/a	$256 for 4th + each additional check	no information	Review of 2nd corrections $247	no information	$90/ hour	no information	$156/ hour	no information
Technology Fee	$13/ permit	$31/ permit	4% of development fee	5.65% of development fee	no information	no information	no information	3.5% of development fees ($560 max fee)	no information
CITY CLERK									
Appeals	$380	$1,253	$1,455	$494	Owner Occupied: $264 Others: $536	Staff decision: $2,310 PC decision: $1,942	no information	$774	no information
Document Printing & Copying	$0.10 per page	no information	$0.15 per page	$0.15 per page	$0.10/ page (1st 10 pages free)	no information	no information	1st Page $2 Each Add'l $1	B&W $0.10 per page Color: $0.15/page
Notary Service	$15	no information	no information	$15 per signature	no information	no information	no information	$15	$15
Filming Application - Basic Service	$197	$164	no information	1-20 ppl: $255 21-50 ppl: $510 51+ ppl: $1,615	no information	no information	no information	Free	no information

DEPARTMENT/DIVISION	South Lake Tahoe Current Fee	South Lake Tahoe Proposed Fee	Auburn	El Dorado County	Folsom	Mammoth Lakes	Placerville	Placer County	Truckee
ENGINEERING									
Street/ Property Abandonment	$3,277	$2,855	ROW Vacation $2,075	$595	$5,750	no information		$688	$2,000 deposit
Parcel Merger/ Lot Line Adjustment/ Parcel Map	$128/ hour	$145/ hour	Resid: $1,758 Comm: $2,636 Merger: $732	LLA: $935 Merger: $340	$8,050	no information	$500	Minor Land Division $1,993	$3,000 deposit
Final Subdivision Map	$128/ hour	$145/ hour	$3,342 + $63/lot	$6,175	$11,500 + $144/ lot	no information		$3,856 + $20/lot deposit	
Encroachment Permit/ Minor	$766	$340	$296 + $141/year	Application $167	$200	no information	No dig $104 Other $336	no information	$357
Encroachment Permit/ Major	$766 + $1.5% of val over $20k	$766 + $1.5% of val over $20k	Per estimated value x LET rate set by State	Application $167 Inspection: On improved rd $251 Non improv rd $418 Non improved rd and unstamped plans $585	$200 + $5/LF	no information	Up to $100k ENR: 2.5% '$101k+ ENR 1.5%	ENR Cost Estimate: Under $78k $3,927 $78k-$150k $3,927 + 5% over $78k $150k-$250k $7,500 + 4% over $150k	ENR Cost Estimate: Inspection: $1-50k 6% $50-250k 4% Plan Check: $1-50k 5% $50-250k 3%
Easement Request/ Review	$1,417	$4,368	no information	$595	$3,450	no information	$650	no information	no information
FINANCE									
Administrative Fee -New License	$86	$108	no information	no information	$29	no information	no information	no information	no information
Administrative Fee - License Renewal	$42	$32	no information	no information	$29	no information	no information	no information	no information
Lien Release Fee	$0	$372	Utility lien filing fee $90	Actual Cost assessed by Revenue Recovery	$125	no information	no information	Levy on real property $2,000 Earnings witholding order $45	no information
Returned Check (NSF)	$28 1st $35 subsequent	$25 1st $35 subsequent	no information	$25	$25 1st $35 subsequent	no information	no information	no information	$25 1st $35 subsequent

DEPARTMENT/DIVISION	South Lake Tahoe Current Fee	South Lake Tahoe Proposed Fee	Auburn	El Dorado County	Folsom	Mammoth Lakes	Placerville	Placer County	Truckee
PLANNING									
Major General Planning Application	$3,219	$5,780	Comprehensive Plan Amendment $8,524	Variance $6,175	Rezone Request $6,000	Variance and Zone Code Amendment $6,000 deposit	General Plan Amend $2,100 Zone Change $2,000	General Plan Amendment $5,227	Annexation $11,500
Home Occupation Permit	$146	$225	$364	no information	$31	no information	no information	no information	no information
Temporary Use Permit	$689	$910	Minor: $257 +$66/ extension Major: $668 + $66/ extension	$1,112	$65	no information	$200	no information	$1,250 deposit
Certificate of Compliance	$888	$910	no information	$1,000 deposit Revision: $2,470	no information	$500 deposit	Regular $600 Conditinoal $1,950	$1,094	1-2 parcels $2,250 deposit 3+ parcels $3,750 deposit
Tentative Subdivision Map	$5,850	$6,580	$3,213 + $60/lot	$1,000 deposit	$6,718 + $34/ lot	$6,000 deposit	$3,000 + $50/lot up to 4 lots $30/lot over 5 lots	$1,961 deposit	$10,000 deposit
POLICE DEPARTMENT									
Live Scan Fingerprinting	$18	$85	As set by FBI. No fee if required by City	$17	$50	$40 + State and DOJ fees	$20	no information	$20 + DOJ fees
Local Criminal Clearance Letter	$10	$45	no information	$30	$25		$50	no information	Background Clearance Letter $33
Towed Vehicle Release	$165	$242	no information	$100 admin fee to contest abatement	$200	$150	$241	no information	$199
Taxicab Driver Permit	$28/year	$51/year	no information	$32/ license	no information	$45 per vehicle	$60	no information	$68
Renewal Alarm Permit - Business	$19/year	38/year	$24	$25	$20	no information	$85	no information	no information

Fire Rescue Comparison Survey			Peer Agencies				
Fee Category	Current Fee	Proposed Fee	City of Auburn	City of Folsom	City of Lincoln	City of Rocklin	Placer County
BLS Fee, incident response	532	TBD	$658 per occurance $13.50 per mile	$525 $39 per mile	Actual Cost		Transport - $2,294 Treat-no transport - $328 Mileage - $47/mile
Motor Vehicle Response: Level 1 Basic Response	$1,159	TBD	Actual Cost - usual customary and reasonable	Actual Cost	Actual Cost		Actual Cost - usual customary and reasonable
Motor Vehicle Response: Level 2 Extrication	$1,757	TBD	Actual Cost - usual customary and reasonable	Actual Cost	Actual Cost		Actual Cost - usual customary and reasonable
Motor Vehicle Response: Level 3 Multi Casualty	$2,577	TBD	Actual Cost - usual customary and reasonable	Actual Cost	Actual Cost		Actual Cost - usual customary and reasonable
Fireworks/Pyrotechnical Display Permit	$448	TBD	Prohibited	$370 + Fire Safety Officer Standby (actual cost)	Plan Review - $305 Inspection - $457		$456.00
Basic Fire Inspection, <1k k sq. ft.	$96	TBD	0-3k sq. ft. - $211	$110	$197/hour	$246.00	$156.00
Basic Fire Inspection, 1k - 4k sq. ft.	$134	TBD		$110	$197/hour	$246.00	$156.00
Basic Fire Inspection, 4k - 9k sq. ft.*	$161	TBD	over 3K sq. ft. - $309	$210	$197/hour	$399.00	$298.00
Basic Fire Inspection, >9 k sq. ft.*	$204	TBD		$259	$197/hour	$476.00	$596.00
Alarm/Suppression System 1-99	$248	TBD	1-9 devices - $211 10-29 - $260 30+ devices - $309	$210/hour	New Installation - $1,671 Tenant Imp - $688 Large Project (50+ dev) - $2,851	$450.00	$412.00
Alarm/Suppression System 100+	$604	TBD		$210/hour		$690.00	$674.00
Fire Plan Review - Commercial, MFD, Special Event	$236/hour	TBD	$114/hour	$210/hour	$246	$245/hour	$307.00
False Alarm, 1st offense	$250	TBD	False Alarm Response $750 each occurance	$0	$0	$0.00	$0.00
False Alarm, 2nd offense and thereafter	$500	TBD		$103	$304	$65.00	$350.00
Tree Removal Permit	NEW	TBD	$112 residential	$210/hour	N/A	N/A	N/A

Appendix A

Adopted Recreation and Aquatic Center Fee Schedule

City of South Lake Tahoe Parks and Recreation

PER UNIT ANALYSIS

Fee Category	Current Adopted Fee 3/25/2025	Fee Description	Program Recovery Percentage	Proposed Fee	Current Revenue	Projected Revenue
Outdoor Park						
Outdoor Park Facility Rentals						
Alcohol Use Permit, City Sanctioned Public/Private Outdoor Facilities	$66	Each		$66	$576	$576
Bijou Park, Kiwanis Picnic Shelter (4 Hours)	$173	4 Hour Block		$173	$2,096	$2,096
Bijou Park, Rotary Picnic Shelter (4 Hours)	$173	4 Hour Block		$173	$2,419	$2,419
Recreation Complex Group Picnic Areas (4 Hours)	$173	4 Hour Block		$173	$0	$0
Gazebos and Picnic Areas beyond 4 hour minimum rental	$46	Hourly After 4 Hours		$46	$0	$0
Private Rental: Regan Beach West (Per Hour; 2-Hour Minimum) (Rents for Wedding and special events)	$222	Mon-Thur $/hr		$222	$738	$738
	$287	Fri & Sun $/hr		$287	$7,200	$7,200
	$349	Sat $/hr		$349	$17,964	$17,964
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due		10% of total rental fee due		
Public Special Event Park Rentals						
Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance up to 500 persons	$1,091	Per Day		$800	$0	$0
Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 501-1,000 persons	$1,364	Per Day		$1,364	$0	$0
Lakeview Commons, Bijou Community Park or Regan Beach Special Event Rental, Attendance 1,001-2,000 persons	*New*	Per Day		$1,900	$0	$0
Bijou Community Park Lawn Space (up to 100 persons)	*New*	Per Hour		$50	$0	$0
Bijou Bike Park or Skate Park Rental	$254	Per Day		$254	$2,381	$2,381
Disc Golf Course Rental for Tournaments & Special Events (Bijou Park)	$267	Per Day		$267	$801	$801
Bijou Park Concession (absent lease agreement)	$299	Per Day		$299	$1,637	$1,637
Bijou Community Park Parking Lot Rental	$105	Per Day		$215	$0	$0
Community Playfield Parking Lot Rental	$105	Per Day		$215	$0	$0

City of South Lake Tahoe Parks and Recreation

PER UNIT ANALYSIS

Fee Category	Current Adopted Fee 3/25/2025	Fee Description	Program Recovery Percentage	Proposed Fee	Current Revenue	Projected Revenue
Facility Rental Setup Fee	$43	Per Hour Per Staff		$48	$0	$0
Special Event Vendor Fee	Not to Exceed $125 per event	Not to Exceed $125 per event		Not to Exceed $125 per event	$1,575	$1,575
Non-Profit Organizations	25% Off Base Rate	25% Off Base Rate		25% Off Base Rate		
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due		10% of total rental fee due		
Group Rentals may be subject to $500 minimum or $1500 maximum security deposit and/or cleaning fees at the discretion of the City of South Lake Tahoe	$500	$500 (Security Deposit)		$500 minimum or $1,500 Maximum security deposit and/or cleaning fees		
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 Minimum or $50 Maximum	$15 (Cancellation Fee)		$15 Minimum or $50 Maximum	$110	$110
Golf Course						
9 Hole	$20	Each		$22	$77,765	$85,542
9 Hole Senior	$18	Each		$20	$36,990	$40,689
9 Hole Junior (17 and under)	$11	Each		$12	$1,408	$1,549
9 Hole Family (1 adult & 1 Junior (17 and under)	$24	Each		$26	$9,000	$9,900
Add 9 Holes	$13	Each		$14	$2,184	$2,402
Twilight (last 2 hours of tee times)	$17	Each		$19	$18,258	$20,084
Cart Rental	$5	Each		$6	$16,540	$18,194
Club Rental	$17	Each		$17	$15,045	$15,045
Golf Course Passes						
20 Use	$280	Each		$308	$26,575	$29,232
10 Use	$155	Each		$171		
10 Use Twilight (last 2 hours of daylight)	$130	Each		$143		
10 Use Senior	$140	Each		$154		
10 Use Family (1 Adult & 1 Junior (17 and under)	$180	Each		$198		

City of South Lake Tahoe Parks and Recreation

PER UNIT ANALYSIS

Fee Category	Current Adopted Fee 3/25/2025	Fee Description	Program Recovery Percentage	Proposed Fee	Current Revenue	Projected Revenue
10 Use Junior (17 and under)	$85	Each		$94		
Individual Adult Season Pass (no restrictions)	$450	Each		$495		
Individual Senior Season Pass (no restrictions)	*New*	Each		$450		
Individual Junior Season Pass (no restrictions)	*New*	Each		$450		
Administrative Fee for replacement of annual passes only	$10	Each		$10		
Bijou Golf Course use in partnership with Boys and Girls Club	No Charge	No Charge		No Charge		
Campground						
Campground Site Fee - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee)	$45	Per Day		$47	$318,340	$334,257
Standard Cabin (includes $10 infrastructure fee)	$90	Per Day		$90	$0	$0
Reservation Fee (non-refundable)	$10	Each		$10	$32,805	$32,805
Cancellation Fee (Inside 30 days from arrival date)	$50	One night rental fee		$50	$7,747	$7,747
Cancellation Fee (Outside 30 days of arrival date)	$10	Each		$10	$1,480	$1,480
Dump Fee (charged to campers not staying in our campground)	$15	Each		$15	$1,911	$1,911
Extra person	$6	Each		$6	$3,138	$3,138
Visitor Day Use	$5	Each		$5	$5	$5
Pets	$2	Each		$2	$5,112	$5,112
Extra Vehicle (no holding tanks)	$6	Each		$6	$7,650	$7,650
Motorcycles and Electric Scooters	$3	Each		$3	$6	$6
Late Checkout Fees	$10	Per Site		$10	$330	$330
Boat Ramp*						
Day Use	$17	Per Day		$17	$36,464	$36,464
Annual Pass	$138	Each		$138		

City of South Lake Tahoe Parks and Recreation

PER UNIT ANALYSIS

Fee Category	Current Adopted Fee 3/25/2025	Fee Description	Program Recovery Percentage	Proposed Fee	Current Revenue	Projected Revenue
***The Division of Boating and Waterways currently limits these fees to $17 for Day Use and $138 for an Annual Pass.**						
Recreation and Aquatic Center						
Family Dance	*New*	Per Person (Adults and Children)		$15	$0	$0
	New	Children under 2 are free		Free	$0	$0
Gym Sports Event	*New*	Per Team		$40	$0	$0
Family Annual Pass (1 adult & 1 child)	*New*	Each		$560	$0	$0
Stage Rental Fee (Gym Rental, Pool Rental, Dance Fitness, Community Room and Event Space)	*New*			$150	$0	$0

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Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURS49BSA0,CUUSS49BSA0
Not Seasonally Adjusted
Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022		320.195		324.878		330.539		328.871		332.062		331.222	327.060	323.408	330.711
2023		337.173		338.496		340.056		340.094		341.219		339.915	339.050	337.689	340.411
2024		345.151		351.247		351.064		349.290		349.370		348.001	348.417	347.857	348.977
2025		354.432		355.707		356.460		357.992		-(X)		358.568	356.005	354.522	357.786

X : Data unavailable due to the 2025 lapse in appropriations

12-Month Percent Change
Series Id: CUURS49BSA0,CUUSS49BSA0
Not Seasonally Adjusted
Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015		2.5		2.4		2.3		2.6		2.6		3.2	2.6	2.5	2.7
2016		3.0		2.7		2.7		3.1		3.6		3.5	3.0	2.8	3.2
2017		3.4		3.8		3.5		3.0		2.7		2.9	3.2	3.6	2.9
2018		3.6		3.2		3.9		4.3		4.4		4.5	3.9	3.4	4.3
2019		3.5		4.0		3.2		2.7		3.0		2.5	3.3	3.7	2.9
2020		2.9		1.1		1.6		1.6		1.1		2.0	1.7	2.0	1.4
2021		1.6		3.8		3.2		3.7		3.8		4.2	3.2	2.5	3.9
2022		5.2		5.0		6.8		5.7		6.0		4.9	5.6	5.4	5.8
2023		5.3		4.2		2.9		3.4		2.8		2.6	3.7	4.4	2.9
2024		2.4		3.8		3.2		2.7		2.4		2.4	2.8	3.0	2.5
2025		2.7		1.3		1.5		2.5		(X)		3.0	2.2	1.9	2.5

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Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0490SA0,CUUS0490SA0
Not Seasonally Adjusted
Series Title: All items in Pacific, all urban consumers, not seasonally adjusted
Area: Pacific
Item: All items
Base Period: DECEMBER 2017=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2017												100.000			
2018	100.521	101.070	101.499	101.831	102.214	102.439	102.619	102.831	103.090	103.553	103.299	103.083	102.337	101.596	103.079
2019	103.401	103.727	104.100	104.967	105.336	105.347	105.397	105.382	105.701	106.238	106.048	105.744	105.116	104.480	105.752
2020	106.076	106.583	106.411	105.963	105.988	106.277	106.914	107.309	107.292	107.525	107.535	107.471	106.779	106.216	107.341
2021	107.680	108.262	108.947	109.951	110.731	111.751	112.297	112.489	112.710	113.530	114.103	114.454	111.409	109.554	113.264
2022	115.521	116.323	117.774	118.546	119.543	121.046	121.095	121.024	121.439	122.266	121.695	121.105	119.781	118.126	121.437
2023	122.406	122.935	123.395	124.019	124.642	125.169	125.304	125.901	126.283	126.382	125.904	125.743	124.840	123.761	125.920
2024	126.632	127.230	128.341	129.096	129.216	128.979	128.807	128.796	129.242	129.400	129.323	129.276	128.695	128.249	129.141
2025	130.217	130.940	131.689	132.336	132.702	132.826	133.014	133.288	133.724	-(X)	133.461	133.311	132.501	131.785	133.360
2026	133.966														
X : Data unavailable due to the 2025 lapse in appropriations															

12-Month Percent Change
Series Id: CUUR0490SA0,CUUS0490SA0
Not Seasonally Adjusted
Series Title: All items in Pacific, all urban consumers, not seasonally adjusted
Area: Pacific
Item: All items
Base Period: DECEMBER 2017=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2018												3.1			
2019	2.9	2.6	2.6	3.1	3.1	2.8	2.7	2.5	2.5	2.6	2.7	2.6	2.7	2.8	2.6
2020	2.6	2.8	2.2	0.9	0.6	0.9	1.4	1.8	1.5	1.2	1.4	1.6	1.6	1.7	1.5
2021	1.5	1.6	2.4	3.8	4.5	5.2	5.0	4.8	5.0	5.6	6.1	6.5	4.3	3.1	5.5
2022	7.3	7.4	8.1	7.8	8.0	8.3	7.8	7.6	7.7	7.7	6.7	5.8	7.5	7.8	7.2
2023	6.0	5.7	4.8	4.6	4.3	3.4	3.5	4.0	4.0	3.4	3.5	3.8	4.2	4.8	3.7
2024	3.5	3.5	4.0	4.1	3.7	3.0	2.8	2.3	2.3	2.4	2.7	2.8	3.1	3.6	2.6
2025	2.8	2.9	2.6	2.5	2.7	3.0	3.3	3.5	3.5	(X)	3.2	3.1	3.0	2.8	3.3
2026	2.9														
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Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0400SA0,CUUS0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, all urban consumers, not seasonally adjusted
Area: West
Item: All items
Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2016	244.600	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.250	249.161
2017	250.814	252.252	252.949	253.806	254.380	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365
2018	258.638	259.986	260.994	262.037	263.240	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089
2019	265.624	266.215	267.370	269.522	270.880	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.350	268.428	272.272
2020	273.340	274.412	273.995	272.913	273.062	274.155	275.597	276.443	276.422	276.876	276.875	276.593	275.057	273.646	276.468
2021	277.238	278.702	280.625	283.507	285.793	288.263	289.863	290.393	291.053	293.397	294.986	296.102	287.494	282.355	292.632
2022	298.705	301.158	305.082	307.145	309.645	313.496	313.951	314.013	315.094	317.299	315.919	314.599	310.509	305.872	315.146
2023	317.477	319.130	320.715	322.187	323.525	324.448	324.865	326.234	327.491	327.708	326.299	325.932	323.834	321.247	326.422
2024	328.053	329.339	332.202	334.050	334.292	333.662	333.174	333.442	334.265	334.558	334.218	334.084	332.945	331.933	333.957
2025	335.989	337.868	339.627	341.159	342.343	342.613	343.234	344.096	345.294	-(X)	344.339	343.789	341.850	339.933	344.150
2026	345.152														
X : Data unavailable due to the 2025 lapse in appropriations															

12-Month Percent Change
Series Id: CUUR0400SA0,CUUS0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, all urban consumers, not seasonally adjusted
Area: West
Item: All items
Base Period: 1982-84=100

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Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2016	2.6	2.1	1.5	1.8	1.5	1.6	1.4	1.5	2.0	2.3	2.3	2.5	1.9	1.9	2.0
2017	2.5	3.0	3.1	2.9	2.6	2.5	2.5	2.7	2.9	2.9	3.1	3.1	2.8	2.8	2.9
2018	3.1	3.1	3.2	3.2	3.5	3.6	3.6	3.6	3.4	3.5	3.3	3.1	3.3	3.3	3.4
2019	2.7	2.4	2.4	2.9	2.9	2.7	2.7	2.6	2.6	2.8	2.8	2.8	2.7	2.7	2.7
2020	2.9	3.1	2.5	1.3	0.8	1.2	1.7	1.9	1.6	1.2	1.4	1.5	1.7	1.9	1.5
2021	1.4	1.6	2.4	3.9	4.7	5.1	5.2	5.0	5.3	6.0	6.5	7.1	4.5	3.2	5.8
2022	7.7	8.1	8.7	8.3	8.3	8.8	8.3	8.1	8.3	8.1	7.1	6.2	8.0	8.3	7.7
2023	6.3	6.0	5.1	4.9	4.5	3.5	3.5	3.9	3.9	3.3	3.3	3.6	4.3	5.0	3.6
2024	3.3	3.2	3.6	3.7	3.3	2.8	2.6	2.2	2.1	2.1	2.4	2.5	2.8	3.3	2.3
2025	2.4	2.6	2.2	2.1	2.4	2.7	3.0	3.2	3.3	(X)	3.0	2.9	2.7	2.4	3.1
2026	2.7														
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Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	288.347	296.963
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	302.408	306.996
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605	312.145	315.233
2025	317.671	319.082	319.799	320.795	321.465	322.561	323.048	323.976	324.800	-(X)	324.122	324.054	320.229	324.000
2026	325.252													
X : Data unavailable due to the 2025 lapse in appropriations														

12-Month Percent Change
Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.1	1.5
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.2	2.0
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.7	1.9
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.3	7.7
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4	4.9	3.4
2024	3.1	3.2	3.5	3.4	3.3	3.0	2.9	2.5	2.4	2.6	2.7	2.9	3.2	2.7
2025	3.0	2.8	2.4	2.3	2.4	2.7	2.7	2.9	3.0	(X)	2.7	2.7	2.6	2.8
2026	2.4													
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Comprehensive User Fee Study

March 10, 2026

CITY OF SOUTH LAKE TAHOE

Project Background

- Fee Structure History
  - Comprehensive fee studies conducted and implemented in 2005 and 2015. Individual fees added for new services as needed.
  - Fee schedule updated annually by CPI since the 2015 study.
  - Aquatics and Short Term Rental fees recently studied/adopted in 2025.
- Study Preparation
  - 2024/25 operating budgets, staffing and demand data.
  - RFP distributed in beginning half of 2025.
  - Consultant selected and project kick-off in summer of 2025.

Existing South Lake Tahoe Fee Policy

1. General Principles

   a. Revenues derived from User Fees shall not exceed the reasonable cost of providing the service.

   b. Cost recovery goals shall be based on the total cost of delivering the service, including all direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, building and/or vehicle maintenance, and insurance.

   c. The method of assessing and collecting fees shall be as simple as possible in order to reduce the administrative cost of collection. Although a high cost of recovery may be appropriate for specific services, if it is impractical or costly to charge the user, a lower level of cost recovery shall be appropriate.

Government Consulting Partners, Inc.

Consultant Presentation

Government Consulting Partners, Inc.

PRESENTATION OUTLINE

- Project Objectives
- Study Methodology
- Analysis & Recommendations
- Discussion

PROJECT OBJECTIVES

- Modern, user-friendly and transparent fee structure
- Streamlines fee calculation methods
- Emphasizes fee structures that are less costly to administer/maintain
- Simplifies future updates

METHODOLOGY

- Project Methodology

  The analysis to determine the cost of providing fee-for-service activities is comprised of two basic elements:

  1. Hourly rates from new Fully-Burdened Hourly Rate (FBHR) schedule. Also to be used for general staff cost-recovery purposes. Includes a indirect markup for centralized overhead from the City's cost allocation plan (CAP).
  2. Time required to perform each fee-related service.

  The product of the hourly rate calculation x average time requirement yields the reasonable estimated cost of providing each service.

METHODOLOGY

- Project Methodology
  - GCP's Standard Cost Calculation Process
    1. Identify staff members involved with specific services
    2. Develop time requirement estimates for each service with City subject matter experts
    3. Include tasks such as drive time and project specific meetings
    4. Include standard number of reviews and re-inspections
  - Assessment of Current Level of Cost Recovery
  - Annualize Cost & Revenue Data
  - Development of Proposed Changes to Fees

ANALYSIS / RECOMMENDATIONS

Fiscal Impact of Proposed Fee Adjustments

FEE AREA	COST OF FEE RELATED SERVICES	CURRENT USER FEE REVENUE	COST RECOVERY RATE	GENERAL FUND SUBSIDY	PROJECTED REVENUE FROM PROPOSED FEES	COST RECOVERY RATE AT PROPOSED FEES	PROJECTED REVENUE INCREASE
Building	$2,152,802	$2,294,906	107%	-$142,104	$2,322,392	107%	$27,486
City Clerk	$34,971	$13,015	37%	$21,956	$34,971	100%	$21,956
Engineering	$40,685	$62,816	154%	-$22,131	$40,668	100%	-$22,148
Finance	$333,263	$342,045	103%	-$8,782	$333,263	100%	-$8,782
Fire Rescue	$785,699	$159,490	20%	$626,209	$206,661	26%	$47,171
Parks and Recreation	$993,730	$656,249	66%	$337,481	$691,038	70%	$34,789
Planning	$497,592	$340,225	68%	$157,367	$497,259	100%	$157,034
Police	$171,158	$133,960	78%	$37,198	$145,455	85%	$11,495
TOTAL	$5,009,900	$4,002,706	80%	$1,007,194	$4,271,707	85%	$269,001

ILLUSTRATION OF FEE STRUCTURE IMPROVEMENTS

- Planning Division Fees
  - Reserved deposit account fees for services where the required staff time is unpredictable or varies significantly by project.
    - Increases transparency and predictability for Planning's customers.
    - Reduces administrative burden on customers and staff.

Deposit Accounts Best Practices	
Scatter graph time data history that doesn't correlate with any metric	Keep as Deposit Account
Scatter graph time data history that correlates with size of project or # of pages	Base fee + Incremental or Tiered Structure
Bell Curve time data history	Convert to flat fee

Fiscal Impact and Recommendation

CITY OF
SOUTH LAKE TAHOE

Fiscal Impact

- Reasonable cost recovery fees tied to each service offered to the South Lake Tahoe community.
- $269,001 projected increased revenue to the General Fund to fund other discretionary services.
- Fees were right-sized on an individual fee-category level to match fees charged with service levels.

CITY OF
SOUTH LAKE TAHOE

Recommendation

- Adopt the Comprehensive User Fee Report prepared by Government Consulting Partners.

- Amend the 2025/26 Staff cost recovery rates and Master Fee Schedule related to User Fees.

CITY OF
SOUTH LAKE TAHOE

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 19

Agenda Item: 2025-2026 Master Fee Schedule

Executive Summary: The proposed updates to the 2025-2026 Master Fee Schedule incorporate the comprehensive user fee study conducted in 2025, which is being presented at this meeting. The updates also include Consumer Price Index (CPI) adjustments, reflecting the City's continued efforts to promote full cost recovery where applicable. The Master Fee Schedule has been thoroughly reviewed by departments and Finance staff to ensure it appropriately balances the City's cost recovery objectives, current market conditions, and overall policy considerations. City Council will consider formal adoption of the 2025-2026 Master Fee Schedule at the subsequent meeting.

Requested Action / Suggested Motions: Pass a Motion directing staff to make changes, if any, to the 2025-2026 Master Fee Schedule for final adoption at the subsequent meeting.

Responsible Staff Member: Akemi Nishimura, Accountant I

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

Attachments:

01-Staff_Report_2526_Master_Fee_Schedule.docx
02-Master Fee Schedule 25_26 (Red-Lined).pdf
03-Strengthening Financial Position Feb 2013.pdf
04-Public Notice

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

Meeting Date: March 10, 2026

Title: 2025-2026 Master Fee Schedule (Public Hearing)

Location: Finance Department

Responsible Staff Member: Akemi Nishimura, Accountant I, (530) 542-6061;
Olga Tikhomirova, Director of Finance, (530) 542-7431

Background:
Immediately prior to this item, the City Council received the Draft 2025 Comprehensive User Fee Study conducted by Government Consulting Partners (GCP). The study evaluated the full cost of service across departments, including direct staff time, fully burdened labor rates, overhead allocation, operating costs, and current cost recovery levels. The purpose of the study was to align user fees with the actual cost of providing services, improve transparency, ensure compliance with Proposition 26 and Government Code Section 66014, and reduce unintended General Fund subsidies where appropriate.

The attached Master Fee Schedule reflects the fee adjustments recommended by GCP as presented in the User Fee Study. Certain fees were excluded from the consultant report because they are set by contract or require market analysis beyond the scope of the RFP. Those fees are included in the Master Fee Schedule presented for City Council review and approval.

User fees in California are required to conform to the California Constitution (including Proposition 26) and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, or for entrance to or use of city property are generally excluded from the definition of "tax" under Proposition 26. Section 1(e) of article XIIIC of the California Constitution describes these exceptions. One of these exceptions is regarding fees for the use of City property such as the campground. These fees are not limited to cost-recovery and the City can charge whatever the market will bear.

Issue and Discussion:
The attached Master Fee Schedule compares existing fees with the adjustments recommended in the Draft 2025 User Fee Study. Each department reviewed their respective fee schedule adjusted as part of the User Fee Study and further evaluated whether the adjusted fees could reasonably be increased by the Consumer Price Index (CPI).

Consistent with the GCP's recommendation, staff is using the San Francisco-Oakland-Hayward Urban All Items index (formerly the San Francisco-Oakland-San Jose Urban All Items index). This index has historically been utilized to adjust fees that are not restricted by local market forces or otherwise dictated by state or local laws and ordinances. The CPI based increase for 2025-2026 is 3.04%. Fees excluded from the increase include those bound by agreement or limited by State or City Code.

Other considerations for fee adjustments include:

- Revenue derived from User Fees shall not exceed the cost of providing the overall service
- The method of collecting and assessing fees shall be as simple as possible
- Fee levels shall be sensitive to the market for similar services
- The cost recovery shall consider the community-wide benefit versus special benefit
- The cost recovery shall consider the financial benefit to the service user
- Consideration has been made for Proposition 26 requirements

The City Council's consideration of the User Fee Study immediately preceding this item will determine whether the recommended fee adjustments should be implemented as proposed. If the City Council directs staff to modify or partially implement the consultant's recommendations, staff will return at a subsequent meeting with a revised Master Fee Schedule reflecting that direction prior to implementation.

This update supports the City's Financial Policies: Strengthening Financial Position (adopted in 2013), which call for regular review of user fees to promote fiscal sustainability and minimize General Fund subsidies where appropriate. The policy states:

> *The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services, the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund.*
>
> *…fees shall be adjusted by no less than the amount of the annual change in the Consumer Price Index.*

The attached Master Fee Schedule shows existing fees, updates proposed by GCP, and the proposed fees after the 3.04% CPI increase is applied. Fees excepted from the increase or any other changes are noted below.

AREAS OF EXCEPTION TO THE PROPOSED 3.04% INCREASE AND OTHER CHANGES

Recreation Services: Recreation Facility Rental fees are market-based, and the Recreation Program fees are tied to community benefit and subsidy level (level of cost recovery). Staff applied the CPI increase selectively, accepting it for programs and rentals below market or cost recovery levels.

Facility Rentals, Facility Day Use, and programs related to the existing Recreation Complex will be discontinued upon opening of the new Recreation and Aquatic Center. Complementing the fee schedule adopted on November 4, 2025, staff proposed additional fees for the Recreation and Aquatic Center, which provide more options for families and youth organizations. Ice Arena fees will remain unchanged at this time.

Development Services-Building: Staff accepts all CPI increases except the fees that are increased by the user fee study. Permit Technology Fee is increased in conjunction with Finance Department. Residential Suppression System fees are renamed as Residential Fire Sprinkler fee and charged based on the construction valuation to reflect the current service delivery practices. Re-check Fee for 4th and subsequent re-inspections is introduced at a higher rate than the regular re-inspection fee to discourage frequent re-inspection requests without appropriate improvements. Notice of Violation (City Code 6.55.550) is added for clarification (it has been listed as other code violations in the Police Department section).

Development Services-Housing: Staff accepts all CPI increases for the current year.

Development Services-Planning: In addition to the fee adjustment recommended to achieve 100% cost recovery, staff accepted most CPI increases for the current year except Inclusionary Housing Requirement, which is not subject to the CPI increase per Ordinance 2023-1180. Inclusionary Housing Plan Check Process fee is added to recover the staff cost of reviewing the plan process.

Residential Permit Processing is renamed as Allocation Application Processing for clarification. Negative Declaration Review and Negative Declaration Preparation fees are updated from a flat rate to the actual specialist cost plus 25% administrative fee. Permit Technology Fee is added to recover the cost of maintaining cloud-based services. Special Plan Inspections fee is introduced to reflect the demand for the services after hours and on weekends.

Plan Amendment Deposit is increased from $8,855 to $10,000 per user fee study. Also, $10,000 deposit is added to Annexation review. Mobile Vending - New Vendor Permit and Renewal Permit are removed as they are included in the Location Permit. Public Murals review has no fee per Res 2022-104.

Public Works: Staff accepts all CPI increases for the current year except Transportation Permit, which are set by the State.

Per user fee study, the unit for the Large Multi-Family Residential Public Works plan review fee (7 or more units) is updated from the fixed amount to an hourly rate. Grading fees are also streamlined. To accommodate the need to outsource plan reviews, Third Party Plan Reviews is added to the Master Fee Schedule. Technology Fee is added to recover the cost of maintaining cloud-based services.

Fire Department: Staff accepts all CPI increases where applicable for 2025-2026. According to the user fee study, redundant or obsolete fees are removed, simplifying the fee schedule. Many fees also move away from the hourly rate and offer a rate per incident as originally intended.

Ceremonial/Special Permit, Tree Removal Permit, Misc. Event Standby, and Basic Fire Inspection hourly rate after 4 hours are added to reflect the service demand. Fire Administrative Processing fee is also added to recover the administrative staff cost.

Police Department: Per Res 2025-030, Parking Citation for Illegal Parking in an Electric Vehicle Charging Space (City Code 4.25.435) is added to the Master Fee Schedule. Per Resolution 2025-054, Qualified Vacation Home Rentals are no longer permitted and removed from the Master Fee Schedule. Per Resolution 2025-093, Public Safety Mitigation Fees are eliminated effective the cycle starting in 2026 calendar year.

Repossession Fee is added in accordance with Government Code Section 41612.

An increase in Shared Mobility Device fee is recommended to achieve 100% cost recovery, pending adoption of Ordinance 2020-1140 amendments. Along with the fee increase, Shared Mobility Device Operator Violation and Shared Mobility Device Rider Violation penalties of $100 each are proposed.

Airport: Staff accepts all CPI increases for 2025-2026 except GA Ramp Fee for A/C under 5,000 lbs, Fuel Flowage Fee, and Hangars. No increase is proposed for those fees as they are already comparable to fair market rates.

Gratuitous Transportation is removed, and Advertising "Paper" Pick-Up Ads is replaced by Advertising Digital to reflect the market demand. Special Event Fee (Celebrity Golf, A/C under 5,000 exempt) is added to recover the cost of air traffic control services during a large event such as Celebrity Golf.

City Clerk: The user fee study recommends Appeals fee to be tripled to achieve 100% cost recovery. Staff proposed to opt out of the CPI increase for 2025-2026. Notary Service fees are determined by California Government Code Section 8211. Public Property Use Fee for filming is replaced with 4 new fees that better align with the services provided.

Finance: The passage of Measure B on June 5, 2012 precludes any CPI changes to the tax rate per $1,000 of gross receipts and sets the maximum annual tax of $20,000; therefore, no changes to the Business and Professions Tax Rates are proposed. Based on the user fee study, several fees are adjusted to 100% cost recovery except Return Check (NSF) Processing, which is set by California Civil Code 1719. Staff proposed to opt out of the CPI increase for 2025-2026.

Financial Implications:
Fees that are less than full cost recovery will be required to be subsidized by other General Fund revenues.

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:
Implementation of the recommended fees for Fiscal Year 2025-2026 is consistent with the City's adopted Financial Policies of cost recovery for City provided services where applicable.

Recreation Complex

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
FACILITY RENTALS						
Building Rental:						
Gymnasium	hourly	$71	No Change Until Discontinued with the Opening of Aquatic Center			
Meeting Rooms, Recreation Complex	hourly	$39	No Change Until Discontinued with the Opening of Aquatic Center			
Kitchen, Recreation Complex	hourly	$33	No Change Until Discontinued with the Opening of Aquatic Center			
Senior Center Large Multi-Purpose Room	hourly	$64	n/a	n/a	$0	$64
Senior Center, Conference Room	hourly	$46	n/a	n/a	$0	$46
Senior Center, Arts & Crafts Room	hourly	$46	n/a	n/a	$0	$46
Public Shower Adult/discount for senior, disabled, youth	each	$3/$2	No Change Until Discontinued with the Opening of Aquatic Center			
Non-Profit Organizations	25% off base rate	25% discount	No Change Until Discontinued with the Opening of Aquatic Center			
Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation Complex	No Charge	No Charge	No Change Until Discontinued with the Opening of Aquatic Center			
Facility Rental Setup Fee	hourly	$43	No Change Until Discontinued with the Opening of Aquatic Center			
Single Court Reservation	hourly	$20	No Change Until Discontinued with the Opening of Aquatic Center			
Double Court Reservation	hourly	$40	No Change Until Discontinued with the Opening of Aquatic Center			
Mini Mountain Movers Party Package	Session Rental	$299	No Change Until Discontinued with the Opening of Aquatic Center			
Group Rentals May Be Subject to $500 minimum or $1,500 maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	No Change Until Discontinued with the Opening of Aquatic Center			
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	No Change Until Discontinued with the Opening of Aquatic Center			
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	No Change Until Discontinued with the Opening of Aquatic Center			
Pool Rental (Per Hour):						
Swimming Pool Hourly Rental Rate	hourly	$84	No Change Until Discontinued with the Opening of Aquatic Center			
Lifeguard Hourly Rate (Rental)	hourly	actual cost at fully burdened rate + overhead	No Change Until Discontinued with the Opening of Aquatic Center			
Pool Party Package	Session Rental	$199	No Change Until Discontinued with the Opening of Aquatic Center			
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	No Change Until Discontinued with the Opening of Aquatic Center			
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	No Change Until Discontinued with the Opening of Aquatic Center			
Outdoor Park Facility Rentals:						
Alcohol Use Permit, City Sanctioned Public/Private Outdoor Facilities	each	$66	$0	$66	$2	$68
Bijou Park, Kiwanis Picnic Shelter (4 Hours)	hourly	$173	$0	$173	$5	$178
Bijou Park, Rotary Picnic Shelter (4 Hours)	hourly	$173	$0	$173	$5	$178
Recreation Complex Group Picnic Areas (4 Hours)	hourly	$173	$0	$173	$5	$178
Gazebos and Picnic Areas beyond 4 hour minimum rental	hourly	$46	$0	$46	$1	$47
Private Rental: Regan Beach West (Per Hour; 2-Hour Minimum)	Mon-Thur $/hr	$222	$0	$222	$7	$229
	Fri & Sun $/hr	$287	$0	$287	$9	$296
	Sat $/hr	$349	$0	$349	$11	$360
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	$0	10% of total rental fee due	$0	10% of total rental fee due
Public Special Event Park Rentals:						
Lakeview Commons or Bijou Community Park Special Event Rental, Attendance up to 500 persons	day	$1,091	($291)	$800	$0	$800
Lakeview Commons or Bijou Community Park Special Event Rental, Attendance 501-~~2,000~~ 1,000 persons	day	$1,364	$0	$1,364	$41	$1,405
Lakeview Commons or Bijou Community Park Special Event Rental, Attendance 1,001-2,000 persons	day	n/a	n/a	$1,900	$0	$1,900

Recreation Complex (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Public Special Event Park Rentals (Cont.)						
Bijou Community Park Lawn Space (up to 100 persons)	hourly	n/a	n/a	$50	$0	$50
Bijou Bike Park or Skate Park Rental	day	$254	$0	$254	$8	$262
Disc Golf Course Rental for Tournaments & Special Events (Bijou Park)	day	$267	$0	$267	$8	$275
Bijou Park Concession (absent lease agreement)	day	$299	$0	$299	$0	$299
Bijou Community Park Parking Lot Rental	daily	$105	$110	$215	$0	$215
Community Playfield Parking Lot Rental	daily	$105	$110	$215	$0	$215
Facility Rental Setup Fee	hourly	$43	$5	$48	$0	$48
Special Event Vendor Fee	Not to Exceed $125 per event	Not to Exceed $125 per event	$0	Not to Exceed $125 per event	$0	Not to Exceed $125 per event
Non-Profit Organizations	25% off base rate	25% discount	$0	25% discount	$0	25% discount
Late Payment Penalty Fee	10% of total rental fee due	10% of total rental fee due	$0	10% of total rental fee due	$0	10% of total rental fee due
~~Facility Rental Setup Fee~~	~~hourly~~	~~$43~~	~~$5~~	~~$48~~		
Group Rentals May Be Subject to $500 Minimum or $1,500 Maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500	$0	$500 Minimum or $1,000 Maximum	$0	$500 Minimum or $1,000 Maximum
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	$0	$15 Minimum or $50 Maximum	$0	$15 Minimum or $50 Maximum
Facility Day Use (Includes Pool, Weight Room, Gym, Ping Pong, Foosball, Traversing Wall):						
Adult: 18-54 Year	each	$6	No Change Until Discontinued with the Opening of Aquatic Center			
Youth: 18 Years and Under	each	$4	No Change Until Discontinued with the Opening of Aquatic Center			
Senior 55 Years and Up or Permanent Disability	each	$5	No Change Until Discontinued with the Opening of Aquatic Center			
Daily Day Rate for Medi-Cal, WIC , and Veteran Participants:						
Adult: 18 and Over	each	$3	No Change Until Discontinued with the Opening of Aquatic Center			
Youth: 18 Years and Under	each	$2	No Change Until Discontinued with the Opening of Aquatic Center			
Multi-Use Passes:						
Adult - 20 Use	each	$80	No Change Until Discontinued with the Opening of Aquatic Center			
Adult - 90 Day	each	$160	No Change Until Discontinued with the Opening of Aquatic Center			
Senior or Permanent Disability - 20 Use	each	$50	No Change Until Discontinued with the Opening of Aquatic Center			
~~Senior or Permanent Disability - 90 Day~~	~~each~~	~~$120~~				
Youth - 20 Use	each	$45	No Change Until Discontinued with the Opening of Aquatic Center			
~~Youth - 90 Day~~	~~each~~	~~$95~~				
Individual Annual Pass	each	$225	No Change Until Discontinued with the Opening of Aquatic Center			
Family Annual Pass (up to 4 people)	each	$825	No Change Until Discontinued with the Opening of Aquatic Center			
Administrative Fee for replacement of annual passes only	each	$10	No Change Until Discontinued with the Opening of Aquatic Center			
Non-Profit Organizations	25% off base rate	25% discount	No Change Until Discontinued with the Opening of Aquatic Center			
Swimming Programs:						
H2O Exercise: Adult 18-54 years	each	$7	No Change Until Discontinued with the Opening of Aquatic Center			
H2O Exercise: Senior or Permanent Disability	each	$6	No Change Until Discontinued with the Opening of Aquatic Center			
H2O Exercise: Adult 18-54 years - 10 Use Pass	each	$50	No Change Until Discontinued with the Opening of Aquatic Center			
H2O Exercise: Senior or Perm Disability - 10 Use Pass	each	$40	No Change Until Discontinued with the Opening of Aquatic Center			
H2O Exercise: Individual Annual Pass	each	$295	No Change Until Discontinued with the Opening of Aquatic Center			
Swimming Lessons (Group) 8 Class Session	each	$49	No Change Until Discontinued with the Opening of Aquatic Center			
Swimming Lessons (Group) 6 Class Session	each	$39	No Change Until Discontinued with the Opening of Aquatic Center			
Swimming Lessons (Group) 4 Class Session	each	$29	No Change Until Discontinued with the Opening of Aquatic Center			

Recreation Complex (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Swimming Programs (Cont.)						
Private Lessons (25 minutes) 1 Student	each	$33	No Change Until Discontinued with the Opening of Aquatic Center			
Private Lessons (25 minutes) 2 Students	each	$44	No Change Until Discontinued with the Opening of Aquatic Center			
Private Lessons (25 minutes) 3 Students	each	$55	No Change Until Discontinued with the Opening of Aquatic Center			
Children 3 years and Under Are Free with a Paying Adult for Recreation Swim Only	each	$0	No Change Until Discontinued with the Opening of Aquatic Center			
Master Swim Drop In	each	$10	No Change Until Discontinued with the Opening of Aquatic Center			
Master Swim Session 10 Use Punch Card	each	$60	No Change Until Discontinued with the Opening of Aquatic Center			
Float Fit Aquatics Fitness Class 30 minutes	each	$10	No Change Until Discontinued with the Opening of Aquatic Center			
Float Fit Aquatics Fitness Class 60 minutes	each	$20	No Change Until Discontinued with the Opening of Aquatic Center			
Float Fit Aquatics Fitness Class 90 minutes	each	$30	No Change Until Discontinued with the Opening of Aquatic Center			
Pool Special Events	per participant	$15	No Change Until Discontinued with the Opening of Aquatic Center			
Non-Profit Organizations	25% off base rate	25% discount	No Change Until Discontinued with the Opening of Aquatic Center			
Youth and Teens:						
Star Camp Care (pre- and post-camp child care, per hour)	each	$8	No Change Until Discontinued with the Opening of Aquatic Center			
Youth Adventure Camps	each	Fee based on production costs	No Change Until Discontinued with the Opening of Aquatic Center			
Kid's Summer Day Camp	each	$35	No Change Until Discontinued with the Opening of Aquatic Center			
Kid's Summer Day Camp (Weekly Fee)	each	$150	No Change Until Discontinued with the Opening of Aquatic Center			
Kid's Summer Day Camp Multi-Child Discount	10% off base fee	10%	No Change Until Discontinued with the Opening of Aquatic Center			
Youth Basketball League	per season participant	$65	No Change Until Discontinued with the Opening of Aquatic Center			
Youth Flag Football League	per season participant	$95	No Change Until Discontinued with the Opening of Aquatic Center			
After School Enrichment Program	per session participant	$120	No Change Until Discontinued with the Opening of Aquatic Center			
Tiny Tots Sports League	per session participant	$60	No Change Until Discontinued with the Opening of Aquatic Center			
Youth Volleyball League	per season participant	$75	No Change Until Discontinued with the Opening of Aquatic Center			
Youth Soccer League	per season participant	$65	No Change Until Discontinued with the Opening of Aquatic Center			
Parents Night Out	per participant	$40	No Change Until Discontinued with the Opening of Aquatic Center			
Multi Child Discount	10% off base fee	10% discount	n/a	n/a	$0	10% discount
Late Payment Registration for Youth League Play	10% increase to base fee	10%	No Change Until Discontinued with the Opening of Aquatic Center			
Adult Programs:						
Adult Volleyball League Team	per season per team	$400	No Change Until Discontinued with the Opening of Aquatic Center			
Adult Volleyball League Individual	per season participant	$66	No Change Until Discontinued with the Opening of Aquatic Center			
Adult Basketball League Team	per season per team	$550	No Change Until Discontinued with the Opening of Aquatic Center			
Adult Basketball League Individual	per season participant	$75	No Change Until Discontinued with the Opening of Aquatic Center			
Adult Cornhole League Individual	per season participant	$30	No Change Until Discontinued with the Opening of Aquatic Center			
Adult Cornhole One Day Event	per participant	$10	No Change Until Discontinued with the Opening of Aquatic Center			
Late Payment Registration for Adult League Play	10% increase to base fee	10%	No Change Until Discontinued with the Opening of Aquatic Center			
Adult Fitness Classes 30 minutes	each	$10	No Change Until Discontinued with the Opening of Aquatic Center			
Adult Fitness Classes 60 minutes	each	$15	No Change Until Discontinued with the Opening of Aquatic Center			
Adult Fitness Classes 90 minutes	each	$20	No Change Until Discontinued with the Opening of Aquatic Center			

Golf Course

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
9 Hole	each	$20	$2	$22	$0	$22
9 Hole Senior	each	$18	$2	$20	$0	$20
9 Hole ~~Youth~~ Junior (~~14~~ 17 and under~~, fee valid after 12 pm daily~~)	each	$11	$1	$12	$0	$12
9 Hole Family (1 adult & 1 ~~youth~~ Junior (~~14~~ 17 and under~~), after 12pm daily~~)	each	$24	$2	$26	$0	$26
Add 9 Holes	each	$13	$1	$14	$0	$14
Twilight (last 2 hours of tee times)	each	$17	$2	$19	$0	$19
Cart Rental	each	$5	$1	$6	$0	$6
Club Rental	each	$17	$0	$17	$0	$17
Passes:						
20 Use	each	$280	$28	$308	$0	$308
10 Use	each	$155	$16	$171	$0	$171
10 Use Twilight (~~after 3 pm~~ last 2 hours of tee times)	each	$130	$13	$143	$0	$143
10 Use Senior	each	$140	$14	$154	$0	$154
10 Use Family (1 adult & 1 ~~youth~~ Junior (~~14~~ 17 and under~~), after 12pm daily~~)	each	$180	$18	$198	$0	$198
10 Use ~~Youth~~ Junior (~~14~~ 17 and under~~, fee valid after 12 pm daily~~)	each	$85	$9	$94	$0	$94
Individual Adult Season Pass (no restrictions)	each	$450	$45	$495	$0	$495
Individual Senior Season Pass (no restrictions)	each	n/a	n/a	$450	$0	$450
Individual Junior Pass (no restrictions)	each	n/a	n/a	$450	$0	$450
Administrative Fee for replacement of annual passes only	each	$10	$0	$10	$0	$10
Bijou Golf Course use in partnership with Boys and Girls Club	No Charge	No Charge	$0	No Charge	$0	No Charge

Campground

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Campground Site Fee - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee)	per day	$45	$2	$47	$0	$47
Standard Cabin (includes $10 infrastructure fee)	per day	$90	$0	$90	$0	$90
Reservation Fee (non-refundable)	each	$10	$0	$10	$0	$10
Cancellation Fee (Inside 30 days from arrival date)	One night rental fee	$50	$0	$50	$0	$50
Cancellation Fee (Outside 30 days of arrival date)	each	$10	$0	$10	$0	$10
Dump Fee (charged to campers not staying in our campground)	each	$15	$0	$15	$0	$15
Extra person	each	$6	$0	$6	$0	$6
Visitor Day Use	each	$5	$0	$5	$0	$5
Pets	each	$2	$0	$2	$0	$2
Extra Vehicle (no holding tanks)	each	$6	$0	$6	$0	$6
Motorcycles and Electric Scooters	each	$3	$0	$3	$0	$3
Late Checkout Fees	per site	$10	$0	$10	$0	$10

Boat Ramp*

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Day Use	per day	$17	$0	$17	$0	$17
Annual Pass	each	$138	$0	$138	$0	$138

***The Division of Boating and Waterways currently limits these fees to $17 for Day Use and $138 for an Annual Pass.**

Recreation and Aquatic Center

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Gym Rentals						
Stage Rental Fee	each	n/a	n/a	$150	$0	$150
Meeting Room Rentals						
Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation & Aquatics Center	No Charge	n/a	n/a	No Charge	$0	No Charge
Youth Organization Meetings	hourly	n/a	n/a	$15	$0	$15
Community Room Rentals						
Stage Rental Fee	each	n/a	n/a	$150	$0	$150
Dance/ Fitness Room Rental						
Stage Rental Fee	each	n/a	n/a	$150	$0	$150
Event Space Rentals						
Stage Rental Fee	each	n/a	n/a	$150	$0	$150
Pool Rental						
Stage Rental Fee	each	n/a	n/a	$150	$0	$150
Party Room						
Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation & Aquatics Center	No Charge	n/a	n/a	No Charge	$0	No Charge
Youth Organization Meetings	hourly	n/a	n/a	$15	$0	$15
Facility Multi-Use Day Passes: Includes Gym, Natatorium, Exercise Room, Walking Track						
Family Annual Pass (1 adult + 1 child): Includes 20% discount on party packages and access to special member days	each	n/a	n/a	$560 (resident) $700 (non-resident)	$0	$560 (resident) $700 (non-resident)
Rec Center Special Events						
Family Dance	per participant (adults and children age 2 and older)	n/a	n/a	$15	$0	$15
Family Dance (Childred Under 2 Years Old)	No Charge	n/a	n/a	No Charge	$0	No Charge
Gym Sports Event	per team	n/a	n/a	$40	$0	$40

Ice Arena**

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
ICE ARENA:						
Learn to Play	n/a	Free	n/a	n/a	$0	Free
Morning School Skate	n/a	Free	n/a	n/a	$0	Free
School Skate Week (PE program)	n/a	Free	n/a	n/a	$0	Free
Military Discount (Served In combat area)	n/a	Free	n/a	n/a	$0	Free
Wounded Warriors (military event)	n/a	Free	n/a	n/a	$0	Free
Charity Events (i.e. St. Baldrick's), fees subject to review	n/a	Ice free all day	n/a	n/a	$0	Ice free all day
Ice Sheet Rental See schedule for rates by time	per hour	$491	n/a	n/a	$0	$491
Party Room Full (hourly - 1 hour minimum)	per hour	$125	n/a	n/a	$0	$125
SKATING PROGRAMS:						
Public Skate: 11 years & up	per person	$20	n/a	n/a	$0	$20
Public Skate: Youth (10 & under)	per person	$10	n/a	n/a	$0	$10
Public Skate: Child (3 & under)	per person	Free	n/a	n/a	$0	Free
Public Skate: Senior 55 & up	per person	$7	n/a	n/a	$0	$7
Blue Card (available to frequent users/members)	each	n/a	n/a	n/a	n/a	n/a
Skate Rental	each	n/a	n/a	n/a	n/a	n/a
Free Style - Drop - In	each	$15	n/a	n/a	$0	$15
Hockey - Drop - In	per person	$20	n/a	n/a	$0	$20
Hockey League: Adult 18-54 years, 10 games	each	$250	n/a	n/a	$0	$250
Hockey League: Single Game	each	$25	n/a	n/a	$0	$25
Hockey League: Youth	each	$113	n/a	n/a	$0	$113
SKATING LESSONS:						
Skate/Hockey School: per lesson	per lesson	$20	n/a	n/a	$1	$21
Private Skate lessons (1 student, 2 student, 3 or more)	per lesson	Varies by instructor	n/a	n/a	n/a	Varies by instructor
City Sponsored Ice Programs:						
Partnerships with City recreation programs	fee determined by program type and need	Fee determined by program type and need	n/a	n/a	n/a	Fee determined by program type and need
Facility Rentals (various use agreements):						
Year Round Rentals for Rec Programs/Rec Center typically billed monthly	Refer to contract	Refer to contract	n/a	n/a	n/a	Refer to contract

****The listed Ice Arena Fees represent the maximum allowable charges.**

Development Services - Building

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Building Permit & Inspection:						
Building Permit Fee (25% plan review deposit due with application) Valuation shall be determined at the discretion of the Building Official utilizing the most current square foot valuation based on the proposed use and type of construction as published by the International Code Council or construction contract value submitted by the applicant	% of valuation	2% of valuation - $263 minimum	$0	2% of valuation - $263 minimum	$8	2% of valuation - $271 minimum
Administrative Processing	per hour/ 1 hr min.	$128	$23	$151	$0	$151
Active Building Permit Extension	each	$191	$0	$191	$6	$197
Building Plan Review Extension	each	$191	$0	$191	$6	$197
Building Plan Review	per hour / 1 hr min.	$128	$0	$128	$4	$132
Stop Work Notice of Violation	each	$428	$0	$428	$13	$441
Stop Work/Red Tag Permit Fee	each	2x the Building Permit Fee	n/a	2x the Building Permit Fee	n/a	2x the Building Permit Fee
Special Building Inspections	per hour / 1 hr. min. regular working hours per hour / 3 hr. min. outside of regular working hours	$177	$0	$177	$5	$182
Building Inspection/Reinspection Fee	each	$177	$0	$177	$5	$182
Document Printing & Copying	per page	$0.10	$0	$0.10	$0	$0.10
Permit Technology Fee	each permit	$13	$18	$31	$0	$31
Illegal Unit Review	each	$1,107	$0	$1,107	$34	$1,141
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	25%	$0	25%	$0	25%
Temporary Certificate of Occupancy Application	each	$177	$0	$177	$5	$182
Demolition Permit	each	$440	$0	$440	$13	$453
~~**Fire Sprinkler Fees and Inspections:**~~						
~~Residential Suppression Sys 1-50 hds~~	~~per inspection~~	~~$248~~	~~$0~~	~~$248~~		
~~Residential Suppression Sys 50+ hds~~	~~per inspection~~	~~$604~~	~~$0~~	~~$604~~		
Residential Fire Sprinkler	% of valuation	2% of valuation - $263 minimum	$0	2% of valuation - $263 minimum	$8	2% of valuation - $271 minimum
Residential Fire Plan Review	hourly	$128	$0	$128	$4	$132
Notice of Violation (City Code 6.55.550)	each	n/a	n/a	n/a	n/a	$250
General Plan/Community Plan/Area Plan Maint. Fee	each	$1.15 per $1,000 valuation	$0	$1.15 per $1,000 valuation	$0.03	$1.18 per construction valuation
Re-check Fee (4th + Each Add'l Check)	each	n/a	n/a	$256	$0	$256
Fees for Work Not Specifically Identified Elsewhere	hourly	n/a	n/a	$177	$5	$182
Vacation Home Rental Fees:						
Vacation Home Rental Permit Inspection Fee (Adopted 6/17/2025)	each	$177	n/a	n/a	$108	$285
Vacation Home Rental Permit Re-Inspection Fee (Adopted 6/17/2025)	each	$104	n/a	n/a	$61	$165

Development Services - Housing

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Loan Subordination Fee	each	$2,161	$0	$2,161	$66	$2,227
Multi-Family Dwelling Inspection Fee	each unit	$104	$0	$104	$3	$107
Single Room Occupancy Inspection Fee	each unit	$104	$0	$104	$3	$107
Reinspection Service	per hour / 1 hr. min.	$177	$0	$177	$5	$182
Substandard Condition Inspection	each	$656	$0	$656	$20	$676

Development Services - Planning

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Allocations:						
Deposit - Building Permit	per application	$1,000	$0	$1,000	$0	$1,000
~~Residential Permit Processing~~ Allocation Application Processing	~~per living unit~~ each	$784	$167	$951	$29	$980
Single-Family Allocation Acceptance	per allocation					
	Under 2,000 sq. ft.	$0	$0	$0	$0	$0
	2,001-2,500 sq. ft.	$2,101	$0	$2,101	$64	$2,165
	2,501-3,000 sq. ft.	$5,253	$0	$5,253	$160	$5,413
	3,001-5,000 sq. ft.	$10,506	$0	$10,506	$319	$10,825
	>/=5,001 sq. ft.	$15,759	$0	$15,759	$479	$16,238
Inclusionary Housing Plan Check Process	each	n/a	n/a	$152	$5	$157
Inclusionary Housing Requirement	each nonexempt unit					
	Under 2,000 sq. ft.	exempt	$0	exempt	$0	exempt
	2,001-2,500 sq. ft.	$5.29/Sq. Ft.	$0	$5.29/Sq. Ft.	$0	$5.29/Sq. Ft.
	2,501-3,000 sq. ft.	$5.84/Sq. Ft.	$0	$5.84/Sq. Ft.	$0	$5.84/Sq. Ft.
	3,001-5,000 sq. ft.	$16.77/Sq. Ft.	$0	$16.77/Sq. Ft.	$0	$16.77/Sq. Ft.
	>/=5,001 sq. ft.	$17.65/Sq. Ft.	$0	$17.65/Sq. Ft.	$0	$17.65/Sq. Ft.
General Permits:						
Major General Planning Application (variance, special use permit, major design review, wireless communications facilities, small wireless communications facilities)	application	$3,219	$2,566	$5,785	$176	$5,961
Minor General Planning Application (minor variance, minor design review, eligible facilities request)	application	$1,019	$3,282	$4,301	$131	$4,432
Permit Revision and/or Permit Extension	each	$600	$694	$1,294	$39	$1,333
Categorical Exemption	each	$82	$108	$190	$6	$196
Negative Declaration Review	each	$4,414	n/a	Cost of consultant + 25%	$0	Cost of consultant + 25%
Negative Declaration Preparation	each	$7,991	n/a	Cost of consultant + 25%	$0	Cost of consultant + 25%
EIR/EIS	each	Cost of consultant + 25%	n/a	Cost of consultant + 25%	$0	Cost of consultant + 25%
Other Permits:						
Non Residential Fence Permits	each	$291	$90	$381	$12	$393
Home Occupation Permit	each	$146	$82	$228	$7	$235
Minor Sign Review and Approval	each	$161	$296	$457	$14	$471
Major Sign Review and Approval	each	$400	$209	$609	$19	$628
Sign Application Revision	each	$161	$220	$381	$12	$393
Locally Unique Sign Application	each	$3,219	$1,120	$4,339	$132	$4,471

Development Services - Planning (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Other Permits (Cont.):						
Minor Special Event Permit	each	$231	$797	$1,028	$31	$1,059
Major Special Event Permit	each	$459	$569	$1,028	$31	$1,059
Non-Profit Producer and Free to the Public - Special Event	each	$0	$0	$0	$0	$0
Temporary Use/Structure Permit	each	$689	$224	$913	$28	$941
Certificate of Compliance (Subdivision Map Act)	each	$888	$25	$913	$28	$941
Tentative Subdivision Map	each	$5,850	$734	$6,584	$200	$6,784
Condominiumization of Existing Residential Dev.	each	$6,016	$416	$6,432	$196	$6,628
Permit Technology Fee	each permit	n/a	n/a	$31	$0	$31
Cannabis Use Permit:						
Cannabis Use Permit	each	$5,816	($260)	$5,556	$169	$5,725
Cost Recovery Deposit Amounts for Cannabis Use Permit and Development Agreement						
a) Retailer / Cultivator / Testing Lab/ Manufacturing/ Distribution	each	$24,021	$0	$24,021	$730	$24,751
b) Microbusiness	each	$25,288	$0	$25,288	$769	$26,057
Annual Inspection Fee	each	$2,100	$0	$2,100	$64	$2,164
Re-Inspection Fee	each	$894	$0	$894	$27	$921
Other Services:						
Zoning Letter	each	$253	$90	$343	$10	$353
Document Copying	page	$0.10	$0	$0.10	$0	$0.10
Planning Review of Building Permits	~~per hour/1 hr. min.~~ each	$128	$24	$152	$5	$157
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	25%	$0	25%	$0	25%
Public Notice Label Preparation	each	$234	($44)	$190	$6	$196
Special Plan Inspections	per hour / 1 hr. min. regular working hours per hour / 3 hr. min. outside of regular working hours	n/a	n/a	$177	$5	$182
Planning Documents:						
General Plan Amendment	each	Fully burdened hourly staff cost and/or cost of consultant - ~~$8,855~~ $10,000 deposit	$1,145	$10,000	$0	$10,000
Community Plan Amendment/Area Plan/Plan Area Statement	each	Fully burdened hourly staff cost and/or cost of consultant - ~~$8,855~~ $10,000 deposit	$1,145	$10,000	$0	$10,000
Annexation:						
Annexation	~~each~~ hourly	Fully burdened hourly staff cost - $10,000 deposit	$10,000	$10,000	$0	$10,000
Mobile Vending:						
Location Permit	each	$600	$237	$837	$25	$862
~~New Vendor Permit~~	~~each~~	~~$181~~				
~~Renewal Permit~~	~~each~~	~~$90~~				
Publicly Visible Art On Private Property:						
Public Murals	each	$0	$0	$0	$0	$0
Non-mural Publicly Visible Art	each	$263	$688	$951	$29	$980

Public Works

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Street/Property Abandonment	each	$3,277	($422)	$2,855	$87	$2,942
Single-Family Residential Public Works plan review fee	per hour	$128	$17	$145	$4	$149
Multi-Family Residential Public Works plan review fee (6 units or less)	per hour	$128	$17	$145	$4	$149
~~Large Multi-Family Residential Public Works plan review fee (7 or more units)~~	~~each~~	~~$1,711~~				
Large Multi-Family Residential Public Works plan review fee (7 or more units)	per hour	n/a	n/a	$145	$4	$149
Commercial Development/Redevelopment Public Works plan review fee	per hour/1 hr min.	$128	$17	$145	$4	$149
GIS Fee (special requests for information/maps)	each	$347	($38)	$309	$9	$318
Grading Fee < ~~3~~ 10 cubic Yards (no fee)	project	$0	$0	$0	$0	$0
Grading Fee ~~3 – 7~~ 10+ Cubic Yards	project	$566	$188	$754	$23	$777
~~Grading Fee 8 - 350 Cubic Yards~~	~~project~~	~~$957~~				
~~Grading Fee 350+ Cubic Yards~~	~~project~~	~~$2,468~~				
Parcel Merger/Lot Line Adjustment/Parcel Maps (does not include county fees paid directly to El Dorado County)	per hour/5 hr min.	$128	$17	$145	$4	$149
Final Subdivision Map (does not include county fees paid directly to El Dorado County)	per hour/5 hr min.	$128	$17	$145	$4	$149
Tentative Subdivision Map (does not include county fees paid directly to El Dorado County)	per hour	$128	$17	$145	$4	$149
Obstruction Permit	each	$307	$33	$340	$10	$350
Encroachment (Street Cut) Permit/Minor	each	$766	($426)	$340	$10	$350
Encroachment (Street Cut) Permit/Major; base + 1.5% of Construction value >$20,000	each	$766	($263)	$503	$15	$518
Transportation Yearly Permit	each	$148	($58)	$90	$0	$90
Transportation Single Permit	each	$105	($89)	$16	$0	$16
Permit Violation/Stop Work Fee	each	$1,532	$0	$1,532	$47	$1,579
Storm water Inspection Fee: Commercial	each	$262	$31	$293	$9	$302
Storm water Inspection Fee: Commercial Reinspection	each	$131	$162	$293	$9	$302
Storm water Inspection Fee: Industrial	each	$327	$73	$400	$12	$412
Storm water Inspection Fee: Industrial Reinspection	each	$131	$269	$400	$12	$412
Easement Request/Review	each	$1,417	$2,951	$4,368	$133	$4,501
Reproduction Fee	per 23x26 sheet file plans and record maps	$4	$9	$13	$0	$13
Street Name Change; actual costs of City staff, equipment, and materials	each	Actual	$0	Actual	$0	Actual
Unapproved Work (ROW)/Correction Fee/Inspections of Repairs to City Infrastructure; deposit plus actual time and materials of various city staff	each	$946	$0	$946	$29	$975
Public Works Condominiumization of Existing Residential Dev.	per hour/5 hr min.	$128	$17	$145	$4	$149
Public Works Inspections/Re-Inspections	each	$177	($32)	$145	$4	$149
Third Party Plan Reviews	each	n/a	n/a	actual cost	n/a	actual cost
Permit Technology Fee	each permit	n/a	n/a	$31	$0	$31

Fire Department

Fee Description	Recovery USA	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Emergency Medical Service:							
Advanced/Basic Life Support, incident response*		~~hourly~~ incident	$532 + Medicare Mileage factor	$66	$598 + Medicare Mileage factor	$18	$616 + Medicare Mileage factor
~~Advanced/Basic Life Support - with standby to support air ambulance transport, incident response~~		~~hourly~~	~~$1,032/hr~~				
~~Advanced/Basic Life Support - with engine standby for CPR, incident response~~		~~hourly~~	~~$1,032/hr~~				
County Fire Services:							
~~Lake Valley Fire District Contract~~			~~Per agreement (with CPI)~~				
~~Fallen Leaf Fire District Contract~~			~~Per agreement (with CPI)~~				
Wild Land Fire Suppression Fee:							
Support Vehicle		hourly	CA OES rate	n/a	CA OES rate	n/a	CA OES rate
Pumping Engine		hourly	CA OES rate	n/a	CA OES rate	n/a	CA OES rate
~~Ladder Truck~~		~~hourly~~	~~CA OES rate~~				
Motor Vehicle Accident:							
Level 1 Basic Response	X	~~hourly~~ incident	$1,159	$247	$1,406	$43	$1,449
Level 2 Extrication	X	~~hourly~~ incident	$1,757	$121	$1,878	$57	$1,935
Level 3 Multi Casualty	X	~~hourly~~ incident	$2,577	$760	$3,337	$101	$3,438
Hazardous Materials Clean-Up:							
Level 1 Basic Response	X	~~hourly~~ incident	$771	$461	$1,232	$37	$1,269
Level 2 Full Alarm Response	X	~~hourly~~ incident	$2,577	$764	$3,341	$102	$3,443
Bomb Response/Bomb Squad:							
Level 1 Full Alarm Response	X	~~hourly~~ incident	$1,159	$73	$1,232	$37	$1,269
Level 2 Full Alarm Engine Response plus TD Bomb Unit	X	~~hourly~~ incident	$2,577	$239	$2,816	$86	$2,902
Pipeline Breakage/Power Line Incidents:							
Level 1 Single Engine	X	~~hourly~~ incident	$1,159	$15	$1,174	$36	$1,210
Level 2 Full Alarm Engine Response	X	~~hourly~~ incident	$2,577	$66	$2,643	$80	$2,723
~~Fire Hydrant Flow Test~~		~~hourly~~	~~337~~				
~~Witnessed Acceptance Test~~		~~hourly~~	~~337~~				
Fire Watch Service	X		Actual costs	n/a	Actual costs	n/a	Actual costs
~~Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control)~~	~~X~~	~~hourly per engine~~	~~$2,577~~				
		~~hourly per ladder truck~~	~~$2,577~~				
Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control)	X	incident	n/a	n/a	$2,860	$87	$2,947
Emergency Assistance to Boats/Water Incidents: Includes boat responses, swift water and ice rescues, etc.							
Level 1 Single Engine	X	incident	$1,159	$78	$1,237	$38	$1,275

***As it pertains to "Advanced Basic Life Support Fee" also known as a First Responder Fee, the Fire Chief's office has discretionary authorization to waive fees under the following criteria:**

- **Patients relying on government sponsored insurance plans such as Medicare, Medicaid and Medi-Cal.**
- **Patients demonstrating a financial burden such as those on fixed income.**
- **Patients who petition for a fee waiver for other exigent circumstances may request a waiver with final decision by the Fire Chief.**

Fire Department (Cont.)

Fee Description	Recovery USA	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Rescue: Includes working with Search & Rescue for victim recovery, Rope Rescue, etc.							
Level 1 in City	X	incident	$819	$413	$1,232	$37	$1,269
Miscellaneous Fees:							
False Alarm Responses 1st Offense	X	response	$164	$0	$164	$5	$169
False Alarm Responses 2nd Offense	X	response	$274	$0	$274	$8	$282
~~Open Burning and Recreational Fires~~		~~inspection~~	~~$273~~				
Ceremonial/Special Permit		each	n/a	n/a	$70	$2	$72
Arson Investigation - Includes scene safety, investigation, source ID, Arson dog, equipment use, mobile detection and report	X	investigation	At cost using fully burdened rate	n/a	At cost using fully burdened rate	n/a	At cost using fully burdened rate
Fire Investigation Reports		report	$0	$0	$0	$0	$0
Fire Incident Report		report	$0	$0	$0	$0	$0
Copies		~~page~~ no fee	$0.10	($0.10)	$0	$0	$0
~~Photographs~~		~~See police fee~~	~~See police fee~~				
~~Video Tape Duplication~~		~~See police fee~~	~~See police fee~~				
Fireworks/Pyrotechnical Display Permit		permit	$448	($201)	$247	$8	$255
Fire Dance Permit Annual Fee		permit	$225	($36)	$189	$6	$195
~~Per Event Inspection~~		~~each~~	$58				
Defensible Space Inspections for AB38 (Real Estate Sale)		per hour	$32	$66	$98	$3	$101
Defensible Space Inspections for Homeowners (includes tree marking)		~~per hour~~ inspection	$32	$66	$98	$3	$101
Tree Removal Permit		each	n/a	n/a	$75	$2	$77
~~Special Event / Fire Inspections~~		~~per hour / 1 hr. min. regular working hours~~ ~~per hour / 3 hr. min. outside of regular working hours~~	~~$177~~				
Misc. Event Standby		per event	n/a	n/a	$338	$10	$348
Fire Plan Review & Inspection Fees:							
~~Auto Alarm/Ext System - 10~~		~~per inspection~~	~~$248~~				
~~Auto Alarm/Ext System - 100~~		~~per inspection~~	~~$604~~				
~~Suppression Sys 50 hds/Dry Chem sys~~		~~per inspection~~	~~248~~				
~~Suppression Sys 200 hds~~		~~per inspection~~	~~604~~				
Underground Main Inspection <2"		per inspection	$121	$101	$222	$7	$229
Underground Main Inspection >2"		per inspection	$248	($26)	$222	$7	$229
~~Board 7 Care Facility 7-50~~		~~per inspection~~	~~138~~				
~~Board 7 Care Facility 50+~~		~~per inspection~~	~~343~~				
Day Care Facility 6+		per inspection	$128	$70	$198	$6	$204
Fire Plan Review - Commercial, MFD, Special Event		~~each~~ per hour	$263	($64)	$199	$0	$199
Basic Fire Inspection, <1k k sq. ft.		each	$96	$77	$173	$5	$178
Basic Fire Inspection, 1k - 4k sq. ft.		each	$134	$88	$222	$7	$229
Basic Fire Inspection, 4k - 9k sq. ft.		each	$161	$110	$271	$8	$279
Basic Fire Inspection, >9 k sq. ft.		each	$204	$141	$345	$10	$355
Basic Fire Inspection - hourly, after 4 hours		per hour	n/a	n/a	$99	$3	$102
Child Care Inspection Occupancy Permit Non-Home		each	$109	$64	$173	$5	$178
Child Care Inspection Occupancy Permit Home		each	$109	$64	$173	$5	$178

Fire Department (Cont.)

Fee Description	Recovery USA	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Fire Plan Review & Inspection Fees (Cont.)							
Miscellaneous Fire Services		each	actual cost	n/a	actual cost	n/a	actual cost
Fire Inspection/Re-Inspection (incl. Special Events)		~~each~~ per hour / 1 hr. min. regular working hours per hour / 3 hr. min. outside of regular working hours	$177	$0	$177	$5	$182
Operational Permit and Inspection CFC 105.6		each	$254	($7)	$247	$8	$255
Fire Administrative Processing		per hour/ 1 hr min.	n/a	n/a	$151	$0	$151

Police Department

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Special Business Regulation:						
Other Permits - New	each	$474	$59	$533	$16	$549
Other Permits - Renewal	each	$235	$42	$277	$8	$285
Pedicab Permit - Owner/Operator New	each	$263	$10	$273	$8	$281
Pedicab Permit - Owner/Operator Renewal	each	$92	($1)	$91	$3	$94
Pedicab Permit - Driver New	each	$156	$41	$197	$6	$203
Pedicab Permit - Driver Renewal	each	$61	($11)	$50	$2	$52
Sidewalk Vending Permit - New	each	$165	$62	$227	$7	$234
Sidewalk Vending Permit - Renewal	each	$28	$52	$80	$2	$82
Letter of Public Convenience or Necessity	each	$459	($1)	$458	$14	$472
Other Police Functions:						
Misdemeanor Booking	per booking	$44	$2	$46	$1	$47
Fingerprinting	each	$27	$44	$71	$2	$73
Live Scan Fingerprinting	each	$18	$67	$85	$3	$88
Local Criminal Clearance Letter	each	$10	$35	$45	$1	$46
Towed Vehicle Release	each	$165	$77	$242	$7	$249
Special Police Service	each	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
DUI Incident Response - Police & Fire	incident	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Copy of Dispatch Event	report	$0.11	$0	$0.11	$0	$0.11
Restitution Rate	each	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Govt. Code Controlled Activities	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Other Special Activities	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Special Police Boat Service	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Equipment Reimbursement	each	Actual cost	n/a	Actual cost	n/a	Actual cost
Firearm(s) Release (by appointment only)	weapon	$44	$2	$46	$1	$47
Ski Run Blvd. Vehicle Control	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Tape Duplication - Audio	tape	$23	$0	$23	$1	$24
Tape Duplication - Video	tape	$23	$0	$23	$1	$24
Crime Scene/Police Photo Reproduction (CD photo)	CD	$23	$0	$23	$1	$24
Repossession Fee	each	n/a	n/a	$15	$0	$15

Police Department (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Taxicab Fees:						
Taxicab Company Permit	Annual	$5	$7	$12	$0	$12
Taxicab Vehicle Permit	Annual per vehicle	$5	$22	$27	$1	$28
Taxicab Driver Permit	Annual	$28	$23	$51	$2	$53
Police False Alarm Response:						
1st & 2nd False Alarm		No charge	n/a	No charge	$0	No charge
Excessive > 3 False Alarms	alarm	Per city code	n/a	Per city code	$0	Per city code
Non Permitted False Alarm		Per city code	$0	Per city code	$0	Per city code
Initial Permit Application - Resident, 3 year period	permit	$41	$20	$61	$2	$63
Renewal Permit - Resident, every 3 years	permit	$19	$19	$38	$1	$39
Initial Permit Application - Business, 1 year period	permit	$41	$20	$61	$2	$63
Renewal Permit - Business, every year	permit	$19	$19	$38	$1	$39
Vacation Home Rentals - Tourist Core:						
Vacation Home Rental Application fee	each	$548	n/a	n/a	$17	$565
Vacation Home Rental Permit - Late Fee On Renewal	violation	Counted as violation	n/a	n/a	n/a	Counted as violation
Vacation Home Rental Permit Master Report	report	$68	n/a	n/a	$2	$70
Vacation Home Rental Permit Label Report	report	$63 + cost of labels	n/a	n/a	$2	$65 + cost of labels
Vacation Home Rental Permit - Annual Fee - Tourist Core	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more occupants Fractional	$200 $350 $650 $850 $19.23 to $850	n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a	$0 $0 $0 $0 $0	$200 $350 $650 $850 $19.23 to $850
Vacation Home Rentals - Non-Tourist Core:						
Vacation Home Rental Application fee	each	$548	n/a	n/a	$17	$565
Vacation Home Rental Permit - Annual Fee - Non-Tourist Area (Adopted 6/17/2025)	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more occupants	$250 $500 $1,000 $1,325	n/a n/a n/a n/a	n/a n/a n/a n/a	$420 $840 $1,680 $2,160	$670 $1,340 $2,680 $3,485
Vacation Home Rental Permit Master Report	report	$68			$2	$70
~~**Qualified Vacation Home Rentals:**~~						
~~Qualified Vacation Home Rental Application fee~~	~~each~~	~~$548~~				
~~Qualified Vacation Home Rental Permit - Annual Fee~~	~~4 or less occupants~~ ~~5 to 8 occupants~~ ~~9 to 12 occupants~~ ~~13 or more occupants~~	~~$100~~ ~~$150~~ ~~$200~~ ~~$250~~				
Hosted Rental Fees:						
Hosted Rental Permit	each	$288	n/a	n/a	$9	$297
Hosted Rental Annual Renewal Fee	each	$288	n/a	n/a	$9	$297
Parking Program:						
Parking Garage	per 20 min/daily max	$1.25/$25	n/a	n/a	$0	$1.25/$25
Monthly Garage Pass April 1-Oct 31	each month	$125	n/a	n/a	$0	$125
Winter Full Week Pass Nov 1-Mar 31	each month	$175	n/a	n/a	$0	$175
6 Month Pass	per 6 months	$500	n/a	n/a	$0	$500
5 p.m. until 3 a.m.	$.50 per 20 min/up to $5	$.50 per 20 min/up to $5	n/a	n/a	$0	$.50 per 20 min/up to $5

Police Department (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Parking Program (Cont.):						
Holiday Rates (can include days before/after Holiday)	Double Regular Rates	$2.50/$50	n/a	n/a	$0	$2.50/$50
Parking validations - 1 packet of 50 - 1 hr validations	each packet of 50	$50	n/a	n/a	$0	$50
Electric Car Charging Electricity Fee	each	Rate as determined by STJPPFA	n/a	n/a	$0	Rate as determined by STJPPFA
Electric Car Charging Overstay Fee	each	Rate as determined by STJPPFA	n/a	n/a	$0	Rate as determined by STJPPFA
Parking - Bellamy/Transit Way	per 20 min/2 hr max	$2	n/a	n/a	$0	$2
Parking - Upper Ski Run (identified in map)	per contract	per contract	n/a	n/a	$0	per contract
Cannabis:						
Public Safety License Fee	each	$1,190 + $85 x's # of employees (fingerprint/background)	$0	$1,190 + $85 x's # of employees (fingerprint/background)	$0	$1,190 + $85 x's # of employees (fingerprint/background)
Public Safety License Renewal Fee	each	$1,190 + $85 x's # of employees (fingerprint/background)	$0	$1,190 + $85 x's # of employees (fingerprint/background)	$0	$1,190 + $85 x's # of employees (fingerprint/background)
Public Safety License Amendment Fee	each	$300	$4	$304	$9	$313
~~**Public Safety Mitigation Fee Amounts:**~~						
~~Retailer~~	~~each~~	~~$13,750~~				
~~Microbusiness with Retail~~	~~each~~	~~$21,250~~				
~~Testing Lab/Manufacturer, Cultivator, Distributor, Microbusiness without Retail~~	~~each~~	~~$7,500~~				
~~Delivery Component~~	~~each~~	~~$5,000~~				
Shared Mobility:						
Shared Mobility Device Fee	per device	$83	$30	$113	$3	$116
Shared Mobility Device Operator Violation	per incident	n/a	n/a	n/a	n/a	$100
Shared Mobility Device Rider Violation	per incident	n/a	n/a	n/a	n/a	$100
Parking Citations:						
City Code:						
4.25.300 - Parking, Restricted Parking	Occurrence	$75	n/a	n/a	$0	$75
4.25.330 - No Stopping Zone	Occurrence	$75	n/a	n/a	$0	$75
4.25.360 - Time Limited Parking Zone	Occurrence	$55	n/a	n/a	$0	$55
4.25.370 - Parked in Excess of 72 Hours	Occurrence	$75	n/a	n/a	$0	$75
4.25.410 - Parked Wrong Side of Street	Occurrence	$25	n/a	n/a	$0	$25
4.25.435 - Parked in an Electric Vehicle Charging Space	Occurrence	n/a	n/a	n/a	$0	$75
4.25.440 - Designated Taxi Zone / Bus Stop	Occurrence	$75	n/a	n/a	$0	$75
4.25.590 - Parking Garage Payment Required	Occurrence	$75	n/a	n/a	$0	$75
4.25.600 - Parking Garage Parked within Parking Space	Occurrence	$55	n/a	n/a	$0	$55
4.25.620 - Use of Entrance and Exit	Occurrence	$75	n/a	n/a	$0	$75
4.25.740 - Paid Parking - No Ticket	Occurrence	$75	n/a	n/a	$0	$75
4.25.750 - Paid Parking Time Expired	Occurrence	$75	n/a	n/a	$0	$75
4.25.840 - Residential Parking / Permit Zone	Occurrence	$75	n/a	n/a	$0	$75

Police Department (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Parking Citations (Cont.):						
City Code:						
4.95.050 - Private Property - Restrictions	Occurrence	$200	n/a	n/a	$0	$200
7.05.420 - Area restricted-Snow Removal	Occurrence	$205	n/a	n/a	$0	$205
All other City Parking Codes	Occurrence	$75	n/a	n/a	$0	$75
California Vehicle Codes:						
21113 - Parking on Public Grounds	Occurrence	$75	n/a	n/a	$0	$75
21113(a) - Unauthorized parking on public grounds	Occurrence	$75	n/a	n/a	$0	$75
21211(b) - Park in bike path	Occurrence	$75	n/a	n/a	$0	$75
21211a - Blocking designated bicycle path	Occurrence	$75	n/a	n/a	$0	$75
22500.1 - Parked In Fire Lane	Occurrence	$105	n/a	n/a	$0	$105
22500a - Park Within Intersection	Occurrence	$75	n/a	n/a	$0	$75
22500b - Park on Crosswalk	Occurrence	$75	n/a	n/a	$0	$75
22500d - Park Within 15ft Fire Station driveway	Occurrence	$105	n/a	n/a	$0	$105
22500e - Block Driveway	Occurrence	$75	n/a	n/a	$0	$75
22500f - Park on a Sidewalk	Occurrence	$75	n/a	n/a	$0	$75
22500g - Obstructing Traffic/HWY Construction	Occurrence	$105	n/a	n/a	$0	$105
22500h - Double Parking	Occurrence	$75	n/a	n/a	$0	$75
22500i - Park in Bus Loading Zone	Occurrence	$75	n/a	n/a	$0	$75
22507 (a) - Heavenly Valley No Parking/RPP Area	Occurrence	$300	n/a	n/a	$0	$300
22507 (a) - Lakeside Residential Neighborhood No Parking/RPP Area	Occurrence	$300	n/a	n/a	$0	$300
22507.8(a) - Handicap Disabled Only	Occurrence	$455	n/a	n/a	$0	$455
22507.8(b) - Block Disabled Stall/Space	Occurrence	$455	n/a	n/a	$0	$455
22507.8c - Parked in Handicap Crosshatch	Occurrence	$455	n/a	n/a	$0	$455
22514 - Within 15ft of Fire Hydrant	Occurrence	$105	n/a	n/a	$0	$105
22515 - Unattended Running Vehicle	Occurrence	$75	n/a	n/a	$0	$75
22523(b) - Abandoned Vehicle	Occurrence	$250	n/a	n/a	$0	$250
4000a - Expired Registration	Occurrence	$75	n/a	n/a	$0	$75
5204(a) - No Tabs	Occurrence	$75	n/a	n/a	$0	$75
All other California Vehicle Codes	Occurrence	$75	n/a	n/a	$0	$75
Administrative Citations*						
City Code:						
2.30.060 (E) - Administrative Fee for Administrative Citations	Occurrence	$20	n/a	n/a	$0	$20
2.30.080 (A) - Administrative Hearing Fee for Administrative Citations	Occurrence	$100	n/a	n/a	$0	$100
3.35.040 - No Business License	Occurrence	$100	n/a	n/a	$0	$100
3.50.380 (B) - Unpermitted VHR - Owner/Agent Responsible	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (B) - Vacation Home Rental (Parking Space Availability - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (C)- Vacation Home Rental (Commercial Activity Prohibited - Occupant and Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (D) - Vacation Home Rental (Compliance with SLTCC - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000

Police Department (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Administrative Citations (Cont.)*						
City Code:						
3.50.440 (E) - Vacation Home Rental (Posting of Permit - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (F) - Vacation Home Rental (Marketing/Advertising Requirements - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (G) - Vacation Home Rental (Authorization to Inspect - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (H) - Vacation Home Rental (Outdoor Spas/Hot Tubs prohibited between 10 p.m.-8 a.m. - Occupant and Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (I) - Vacation Home Rental (Interior Signage - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (J) - Vacation Home Rental (Exterior Signage - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (K) - Vacation Home Rental (Parking Requirements - Occupant and Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (L) - Vacation Home Rental (Noise and Amplified Music Prohibited between 10 p.m. - 8 a.m. - Occupant and Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (M) - Vacation Home Rental (Emergency Lighting - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (N) - Vacation Home Rental (Lighting Design - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (O) - Vacation Home Rental (Parking of Commercial Vehicle - Occupant and Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (P) - Vacation Home Rental (Records Relating to VHR - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (Q) - Vacation Home Rental (Camping Prohibited - Occupant and Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.440 (R) - Vacation Home Rental (Trash/Bear Boxes Required - Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
3.50.450 (D) Vacation Home Rental (Operating without a Permit) (Owner/Agent Responsible)	First occurrence Second occurrence within year Subsequent occurrence within year	$1,500 $3,000 $5,000	n/a	n/a	$0	$1,500 $3,000 $5,000
4.150 - Refuse and Garbage	Occurrence	$150	n/a	n/a	$0	$150

Police Department (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Administrative Citations (Cont.)*						
City Code:						
4.35.020 - No Operator License - Mobile Vending	Occurrence	$100	n/a	n/a	$0	$100
4.40.020 - Nuisances Generally	Occurrence	$50	n/a	n/a	$0	$50
4.40.030 - Outdoor Display	Occurrence	$100	n/a	n/a	$0	$100
4.40.040 - Nuisances Generally - Noise	Occurrence	$100	n/a	n/a	$0	$100
4.45.040 - Abandoned Vehicle	Occurrence	$150	n/a	n/a	$0	$150
4.50.030 - Illegal Dumping	Occurrence	$1,000	n/a	n/a	$0	$1,000
4.50.050 - Unsuitable Trash Container - Commercial	Occurrence	$300	n/a	n/a	$0	$300
4.50.050 - Unsuitable Trash Container - Residential	Occurrence	$150	n/a	n/a	$0	$150
4.55 - Graffiti	Occurrence	$50	n/a	n/a	$0	$50
4.60 - Abandoned or Damaged Structure	Occurrence	$1,000	n/a	n/a	$0	$1,000
4.135.010 Police Service	Occurrence	$500	n/a	n/a	$0	$500
4.140.100 Private Patrols	Occurrence	$25	n/a	n/a	$0	$25
6.05 - Handbills	Occurrence	$100	n/a	n/a	$0	$100
6.10.160 - Exterior Lighting	Occurrence	$100	n/a	n/a	$0	$100
6.15 - Building Code Violation	Occurrence	$100	n/a	n/a	$0	$100
6.40.050 - Noncompliant Sign	Occurrence	$100	n/a	n/a	$0	$100
6.55.280 - No Home Occupation Permit	Occurrence	$100	n/a	n/a	$0	$100
7.05 - Sidewalk Snow Removal	Occurrence	$100	n/a	n/a	$0	$100
7.05.500 - Placing Snow in Right-of-Way	Occurrence	$100	n/a	n/a	$0	$100
7.05.560 - Sidewalk Snow Removal	Occurrence	$100	n/a	n/a	$0	$100
All Code Violations Not Listed Above or Specified in the Code	Occurrence	$250	n/a	n/a	$0	$250

***The fines for a second and any subsequent violation within a 12-month period for all violations with the exception of Vacation Home Rental violations will be double that of the previous fine assessed. The above penalties shall not supersede fines and penalties listed in the current City Code for specific violations. Except for Vacation Home Rental violations, under no circumstances shall a penalty be greater than $1,000.**

Airport

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee 3.04%
Offices	square foot or agreement	$2.30	$0.07	$2.37
Ground Lease Rate	square foot or agreement	$0.35	$0.01	$0.36
~~Gratuitous Transportation~~	~~vehicle~~	~~$61~~		
Conference/Meeting Room hourly rental	hour	$33	$1	$34
Conference/Meeting Room daily rental	day	$325	$10	$335
Restaurant Facilities	Per agreement	Per agreement	n/a	Per agreement
Airport Terminal Lobby (upper/lower) hourly rental	hour	$64	$2	$66
Airport Terminal Lobby (upper/lower) daily rental	day	$391	$12	$403
Advertising	Negotiated	Negotiated	n/a	Negotiated
~~Advertising "Paper" Pick-Up Ads~~	~~monthly~~	~~$83~~		
Advertising Digital	monthly	n/a	n/a	$90
Rental Car Ground Lease Area	Negotiated / Market Rate Conditions	Negotiated / Market Rate Conditions	n/a	Negotiated / Market Rate Conditions
Other Use of Terminal	Negotiated	Negotiated	n/a	Negotiated
Commercial Filming:				
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/winter	$472	$14	$486
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/summer	$786	$24	$810
Large Scale Film Production (film crew larger than 50 persons) - Prep / Strike Location	per day	$352	$11	$363
Large Scale Film Production (film crew larger than 50 persons) - Filming Days	per day	$5,857	$178	$6,035
Airport Escort Required on Filming Days	per day	$293	$9	$302
Movement Area Filming (Runway and/or Taxiway)*	per day*	$2,500*	$0	$2,500*
Large Scale Filming (more than 50 persons) Security Deposit	Negotiated	Based on Location Agreement	n/a	Based on Location Agreement
Large Scale Film Production (film crew larger than 50 persons) - City Film Support for Permits, Police, Fire, etc.	Per Hour	Fully Burdened Rate of Employee Used	n/a	Fully Burdened Rate of Employee Used
***Any filming conducted on runways or taxiways defined as the Movement Area by the Federal Aviation Administration will have a $2,500 per day additional fee on top of other rates.**				
Aviation Use of Airfield				
GA Ramp Fee for A/C under 5,000 lbs (First 15 minutes free)	day	$10	$0	$10
GA Ramp Fee for A/C over 5,001 lbs (paid with landing fee)	day	$26	$1	$27
Special Event Fee (Celebrity Golf, A/C under 5,000 exempt)	day	n/a	n/a	$50
Monthly Tie Down Fee	Flat Rate	$79	$2	$81
Landing Fee	Helicopter Takeoff Weight 3,001+	$50.00 flat rate	$0	$50.00 flat rate
Landing Fee	FixedWingTakeoffWeightPer1,000lbs. 5,501 - 19,000 20,000 - 49,000 50,000+	 $8 $10 $12	 $0 $0 $0	 $8 $10 $12
Fuel Flowage Fee	per gallon/per agmt	$0.20	$0	$0.20

Airport (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee 3.04%
Building:				
All Hangars (Box and Tee)	per square foot	$0.96	$0	$0.96
All Storage Units (Aeronautical Use)	per square foot	$0.96	$0	$0.96
All Storage Units (Non-Aeronautical Use)	Aeronautical use fee plus 10%	Aeronautical use fee plus 10%	n/a	Aeronautical use fee plus 10%
Other Fees:				
Parking	per space	$105	$3	$108
Airport Parking Lot Rental 100 Spaces	1/2 Parking Lot	$1,171/day	$35	$1,217/day
Ground Transportation - Limousine; yearly	per company	$777	$24	$801
Gratuitous Transportation - Taxi Cab; yearly, negotiable	vehicle	$39	$1	$40
GA Ramp; hourly, 300 linear feet full width	hourly	$325	$10	$335
GA Ramp; day, 300 linear feet full width	day	$3,901	$119	$4,020
Taxiway A between H and J - North End; hourly	hourly	$325	$10	$335
Taxiway A between H and J - North End; daily	day	$3,901	$119	$4,020
Local Emergency Agency Training Ramp Use (Non Airport Emergency)	yearly	$5,000	$0	$5,000
Airport Technician	Fully burdened hourly rate	Fully burdened hourly rate	n/a	Fully burdened hourly rate
Dump Truck, Sander, Grader, Loader	hourly	$222	$7	$229
Carpet Cleaning; includes equipment use +actual costs of City staff	hourly + actual	Fully burdened hourly rate	n/a	Fully burdened hourly rate
Airport Hangar Waitlist Fee	each	$250	$0	$250
Airport Lease Security Deposit (refundable deposit)	each	$750	$0	$750
Airport Key Card (refundable deposit)	each	$50	$0	$50
Lost/Stolen Key Card Replacement (non- refundable)	each	$50	$0	$50
Airport Hangar Key (refundable deposit)	each	$25	$0	$25
Lost/Stolen Hangar Key Card Replacement (non- refundable)	each	$25	$0	$25

****Local Emergency Agency Partners conducting training exercises to improve interagency airport emergency response is exempted from use fees.**

City Clerk

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Appeals	per appeal	$380	$873	$1,253	$0	$1,253
Document Printing and Copying - .10 per page plus postage	document page	$0.10	$0	$0.10	$0	$0.10
City Council Chambers Use Application Fee	per application	$28	$7	$35	$0	$35
City Council Chambers Rental, M-F, 8-5 p.m.	per hour	$44	$6	$50	$0	$50
Video Meeting Electronic File Transfer, 1 per Drive	thumb drive	$5	$0	$5	$0	$5
Verbatim Transcript Service	actual outsource cost	hourly or actual outsource cost	n/a	hourly or actual outsource cost	$0	hourly or actual outsource cost
Notary Service	per signature	$15	$0	$15	$0	$15
Notary Service - Providing California Notary Acknowledgement or Jurat Form	per form	$1	$0	$1	$0	$1
Agenda Mailing Service, .10 per page plus postage	agenda	.10 per page plus postage	$0	.10 per page plus postage	$0	.10 per page plus postage
Filming Application Fee	application	$197	($33)	$164	$0	$164
~~Public Property Use Fee (for filming only)~~	~~use~~	~~$767~~				
Temporary Sign Deposit (yard signs)	campaign	$174	$0	$174	$0	$174
City Council AV Service Fee	each	n/a	n/a	$99	$0	$99
Film Application Fee Special	per application	n/a	n/a	$192	$0	$192
Film Appliation Fee Rush (less than 7 business days)	per application	n/a	n/a	150% base fee	$0	150% base fee
Film Permit Change Fee	each	n/a	n/a	$132	$0	$132

Finance

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee 3.04%
Business and Professions Tax Rates:						
Schedule A (per $1,000 gross receipts)	per 1,000 gross receipts	$1.07	n/a	n/a	$0	$1.07
Schedule B (per $1,000 gross receipts)	per 1,000 gross receipts	$1.62	n/a	n/a	$0	$1.62
Schedule C (per $1,000 gross receipts)	per 1,000 gross receipts	$2.14	n/a	n/a	$0	$2.14
Schedule D (per $1,000 gross receipts)	per 1,000 gross receipts	$2.69	n/a	n/a	$0	$2.69
Schedule E (per $1,000 gross receipts)	per 1,000 gross receipts	$3.22	n/a	n/a	$0	$3.22
Schedule N (non-profit 501(c)(3); veterans; etc.)	n/a	$0.00	n/a	n/a	$0	$0.00
Maximum Annual Amount of Tax (Measure B, June 2012)	application	$20,000.00	n/a	n/a	$0	$20,000.00
Administrative Fee - New license application (Including $~~13~~ 31 Business License Technology Fee)	application	$86	$22	$108	$0	$108
Administrative Fee - New Business One Time 6 Month License Application	application	$42	($10)	$32	$0	$32
Administrative Fee - Annual Renewal (Including $~~13~~ 31 Business License Technology Fee)	application	$68	($5)	$63	$0	$63
AB1379 (amended SB1186; ADA info and access fee - State of CA mandated; effective 1/1/2018 through 12/31/2023)	per business certificate	$4	$0	$4	$0	$4
Business License Technology Fee; collected with admin fee	business application	$13	$18	$31	$0	$31
Business License Certificate - duplicate copy	certificate	$19	($7)	$12	$0	$12
Lien Release Fee	lien	Passed on to Seller through Escrow	n/a	Passed on to Seller through Escrow	n/a	Passed on to Seller through Escrow
Administrative Fee for Delinquent Refuse Collections	lien	$87	$0	$87	$0	$87

Finance (Cont.)

Fee Description	Unit	Adopted Fee 3/25/2025	$ Change	Proposed Fee per GCP	$ Change	Proposed Fee Proposed Fee
TOT and Business License Reports:						
Delinquent Tax Analysis	per project	At cost using fully burdened hourly rate	n/a	At cost using fully burdened hourly rate	n/a	At cost using fully burdened hourly rate
Motel Tax Master (name/address listing)	per report	$63	($23)	$40	$0	$40
Individual TOT Report	per motel/per year	$18	($1)	$17	$0	$17
Vacation Home Rental Master Report	per report	$68	($28)	$40	$0	$40
Vacation Home Rental Label Report	per report	$63 + cost of labels	($23)	$40 + cost of labels	$0	$40 + cost of labels
Business License Master Report, Standard Format	per report	$63	$16	$79	$0	$79
Business License Master Report Requiring Specific Formatting Due to Information Request	per report	$63 + fully burdened hourly rate	$16	$79 + fully burdened hourly rate	$0	$79 + fully burdened hourly rate
~~Business License Label Report~~	~~per report~~	~~$63 + cost of labels~~				
Miscellaneous Fees:						
Returned Check (NSF) Processing 1st Check	per check	$28	($3)	$25	$0	$25
Returned Check (NSF) Processing Subsequent Checks	per check	$28	$7	$35	$0	$35
Geobase Information Service, Research	per project	At cost using fully burdened hourly rate	n/a	At cost using fully burdened hourly rate	n/a	At cost using fully burdened hourly rate
Stop Payment Fee	per check	At cost using actual bank charge	n/a	At cost using actual bank charge	n/a	At cost using actual bank charge

Financial Policies:
Strengthening Financial Position

To preserve General Fund revenues, the City will take proactive steps to strengthen its financial condition. The following policies shall guide those efforts.

A. Diversified Economy and Revenues

1. Preservation of Commercial and Industrial Development Opportunities

The City shall diversify its economic base by encouraging a broad range of private sector commercial and industrial employment. While it is important to maintain an inventory of land zoned for residential use, the City shall carefully consider economic impacts before rezoning any commercial or industrial land to residential use. The City Council shall be presented with an analysis of trend data comparing percentages of residential development to commercial/industrial development.

2. Jobs/Housing Balance

The City shall promote an equal ratio of jobs to housing, and shall encourage the expansion of businesses that will provide opportunities for residents to work in the community.

3. Effect of Fees/Charges/Rates on Commercial and Industrial Development

In setting fees, charges, and/or rates on commercial and industrial development, the City shall evaluate the comparative fee structure of other neighboring jurisdictions. The City shall strive to implement fees, charges and/or rates that are competitive with other jurisdictions and that shall not have a negative impact on sales tax or other valuable sources of revenue.

B. Economic Incentives for Commercial and Industrial Development

The City shall provide economic incentives for commercial and/or industrial development when such incentives shall lead to a positive economic return for the City in terms of jobs, workforce housing opportunities, enhanced revenues, a more diversified economic base, or enhanced transportation or other public services. Any economic incentive policies shall be attached as an Appendix to this document.

C. Intergovernmental Revenues

1. Grants

   Grants from federal, state or private organizations are an appropriate and desirable means of enhancing available revenues. However, grant funding is rarely a long-term, stable economic base. Grant applications and subsequent grant awards shall be approved by the City Council. The City shall ensure that grant funding is appropriately leveraged to enhance City services as set forth in its Grant Funding and Compliance Policy. (See separate policy document).

2. State Shared Revenues

   To protect against fluctuations in intergovernmental revenues, the City shall maintain 25 percent General Fund Committed fund balance as a reserve against unanticipated or uncontrollable reductions in state subventions.

D. User Fee Cost Recovery

The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services; the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund. The following policies shall be implemented to ensure that User Fees keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery.

1. General Principles

   a. Revenues derived from User Fees shall not exceed the reasonable cost of providing the service.

   b. Cost recovery goals shall be based on the total cost of delivering the service, including all direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, building and/or vehicle maintenance, and insurance.

c. The method of assessing and collecting fees shall be as simple as possible in order to reduce the administrative cost of collection. Although a high cost of recovery may be appropriate for specific services, if it is impractical or costly to charge the user, a lower level of cost recovery shall be appropriate.

d. Fee levels shall be sensitive to the "market" for similar services, including the provision of services by private sector service or program providers. User Fees shall not be set so high that services shall not be used. Conversely, User Fees shall not be set so low that the City is stimulating a demand by artificially low prices. Specifically, the City shall carefully consider whether it is appropriate to provide services at a subsidized cost (or a cost that does not include all cost of services, such as room rental costs, building maintenance or personnel charges) if such services are available through the private sector.

e. Fee levels shall be sensitive to smaller, infrequent users of the service, for example, small businesses that may have less of an opportunity to recover the cost of User Fees through ordinary business income.

f. The level of cost recovery should consider the community-wide versus special benefit of the program or activity that is the subject of the User Fee. The use of general-purpose revenues shall be appropriate for community-wide services, while User Fees at some level shall be appropriate for services that are of special benefit to easily identified individuals or groups. (For example, it would be unusual to charge a User Fee for a community-wide event such as an Easter Egg Hunt, while it would be appropriate to charge a User Fee at some level for an adult recreational program with a limited number of participants.)

g. The level of cost recovery shall consider the financial benefit to the service user, and whether the user is a service driver or a service recipient. In cases where there user benefits financially from the provision of the service, and the service would not be provided but for the expanded business or revenue opportunities, the level of User Fee should more closely approximate 100% cost recovery. (For example, a developer receives financial benefit at the conclusion of the development review process, and the City would not provide the review of development applications but for the expanded business or revenue opportunity for the developer. While the community may be the actual service recipient of the review of development applications, the developer is the service driver.)

2. Factors Favoring High Levels of Cost Recovery. High cost recovery levels are especially appropriate in the following circumstances:

   a. The service is similar to services provided through the private sector.

   b. Other private or public sector alternatives could or do exist for the delivery of the service.

   c. The demand for the service is high and cost of service is needed as a mechanism to help control demand.

   d. The cost of service can be used as a mechanism for encouraging compliance with the law. (For example, police response to false burglary alarm calls.)

   e. The service is regulatory and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. (For example, building permit, plan checks and subdivision review services.)

3. Factors Favoring Low Levels of Cost Recovery. In addition to the general policy considerations noted above, low cost recovery levels are appropriate in the following circumstances:

   a. The program or services falls within the range of general public services which are provided to the community to promote the general safety, health and well-being of the community, and there is no intended relationship between the amount paid and the benefit received. (For example, police and fire services, general access to park facilities.)

   b. The service is not generally available through private sources and is necessary to promote the general safety, health and well-being of the community. (For example, teen after school programs.)

   c. The service is generally non-recurring, delivered on a “peak demand” or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. (For example, police and fire services in response to emergencies.)

   d. Collecting fees would discourage compliance with regulatory requirements and adherence to regulatory requirements is not

readily identified by the City. (For example, home-based business licenses.)

4. Periodic Adjustment of User Fees. A comprehensive analysis of User Fees shall be made at least every three years. In the interim, if applicable, fees shall be adjusted by no less than the amount of the annual change in the Consumer Price Index. Fees may also be adjusted more frequently based on supplemental analysis whenever there has been significant change in the method, level or cost of service delivery. A schedule reporting the rate of all User Fees shall be included as an Appendix to the budget, and the City Council may direct adjustment in User Fees as part of the annual budget process.

5. Development Review Programs. Cost recovery for development review programs shall be very high, and in most cases the goal for cost recovery should be 100%. The City shall also impose clear performance standards to ensure that there is high value for services rendered. This cost recovery principle applies to the following types of development review programs:

   a. Planning (planned development permits, tentative and parcel maps, rezonings, general plan amendments, variances, use permits, etc.)

   b. Building and safety inspections (building permits, structural plan checks, fire inspections, etc.)

   c. Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments, etc.)

E. Enterprise Fund Rates

Each of the enterprise funds shall be operated in a manner to fully cover the total direct and indirect costs (including operations, capital outlay and debt service) for operating such functions so as to avoid General Fund subsidies for enterprise operations.

1. Rates shall be reviewed on an annual basis and shall be adjusted as appropriate and equitable.

2. Rates charged for enterprise activities shall be compared periodically against rates charged by other public agencies for purposes of benchmarking cost of service and operations. Private contracting opportunities shall be evaluated as appropriate as a means of reducing expenses, while remaining in compliance with the City's Purchasing Policies.

F. Collections

The City shall implement a uniform collection program. The costs of this collection program shall be reviewed annually to ensure the total direct and indirect costs are fully covered. The costs shall be passed on to the delinquent customers as a penalty in the collection process.

The City's options for collection are:

a. Property Liens. A lien shall be placed on the property should the owner fail to pay charges, penalties and interest charges. Enforcement of liens shall be made in accordance with the applicable section of the City Code subject to delinquent payment, and may be initiated through a court ruling. Collections against property liens are typically done by issuing a warrant for enforcement or foreclosure proceeding in the case where a deed of trust has been secured by the City against the property, and may result in a sale pursuant to a writ of execution.

b. Special Assessments. A resolution must be presented to the City council to declare a special assessment on a delinquent customer's real property. Upon passage and adoption a certified copy shall be recorded with the County Recorder's office. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes. Special assessments are typically levied as a result of delinquent property assessments, non-payment of nuisance abatement costs or refuse fees.

c. Withholding Entitlements. The City may withhold issuing any licenses, permits and other entitlements until payment for charges due, including penalties and interest is received.

d. Collection Agency (other enforcement procedures). The City can take other actions allowed for enforcement of a civil judgment. Collection agency fees shall be passed on to the customer through penalty and interest charges therefore avoiding gifting of public funds.

e. Closure of Business
The City Code allows for closure of a business for failure to comply with any provision of the Business Tax or Occupancy Tax chapters relating to the payment of monies due. Proper notice and due process shall be given to the business operator before closure.

Tribune TAHOE DAILY

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Tahoe Daily Tribune now is, and during all times herein named, was a corporation duly organized and existing under the laws of the State of California, and now is, and during all times herein named was the printer of **Tahoe Daily Tribune**, a newspaper of general circulation, as defined by section 6000 of the Government Code of the State of California, printed and published daily (Sundays excepted) in the City of South Lake Tahoe, County of El Dorado, State of California, and that affiant is the principal clerk of said Nevada County Publishing Co.
That the printed advertisement hereto annexed was published in the said Tahoe Daily Tribune, for the full required period of **1** time(s) commencing on **Feb. 20, 2026,** and ending on **Feb. 20, 2026,** all days inclusive.

PUBLICATION DATES: Feb. 20, 2026

NOTICE ID: bueKmDFxBfSBOXT0bdpu
PUBLISHER ID: 394220
NOTICE NAME: 8CD09 Master Fee Schedule
Publication Fee: $162.36

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

Anjana Bhadoriya

(Signed)_____

VERIFICATION

State of Florida
County of Broward

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

Subscribed in my presence and sworn to before me on this: 02/24/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

Notice of Public Hearing
City of South Lake Tahoe City Council
Considering updates to the Master Schedule of Fees
and
Charges for City Services 2025-2026

NOTICE IS HEREBY GIVEN that the City Council will conduct a PUBLIC HEARING on Tuesday, March 10, 2026, at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way., South Lake Tahoe, California.

The purpose of the public hearing will be to receive public input on the 2025/2026 fiscal year update to the Master Schedule of Fees and charges for City services. Council will review, discuss, receive public comments and will consider adoption of the proposed schedule of fees and charges at this meeting.

All interested persons are invited to attend or to write their comments to the City Council in care of the City Clerk PublicComment@cityofslt.gov or at the address listed below.

A copy of the proposed schedule will be available for public review by no later than Thursday, March 5, 2026. A public agenda packet will be available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.gov , or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.gov .

Susan Blankenship
Susan Blankenship
Elected City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way, Ste 206
South Lake Tahoe, CA 96150
(530) 542-6005
Published: February 20, 2026

City of South Lake Tahoe

Agenda Item Executive Summary

Hilary Roverud, Interim City Manager

Meeting Date: March 10, 2026
Agenda Item #: 20

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: Susan Blankenship, City Clerk, and Hilary Roverud, Interim City Manager

Attachments:

APC 03 05 2026.pdf

2026 Agenda Planning Calendar (Updated 03 05 2026)

		Agenda Item	Agenda Section
March 24, 5:30 p.m	**Airport**	Contract Amendment with Woolpert for Runway Project	Consent
	City Attny	VHR Ordinance (Second Reading)	Consent
	City Manager	Economic Development Program Update/Commission Need	UB
		Immigrant Support Resolution	NB
	CM/Parks & Rec	Recreation JPA Amendment #3 to Agreement	NB
	CM/CA	Old Recreation Center Re-Use	NB
	Dev Services	Annual Planning Report	Consent
		Third Party Contract Amendments	Consent
		El Dorado Transit AHSC Grant Subrecipient Agreement	Consent
	Finance	Fiscal Year 2025-2026 Mid-Year Budget Review	NB
	Police	SMD Ordinance (Second Reading)	Consent
	Public Works	Stantec contract amendment for El Dorado Beach Project	NB
	Public Works	Contract Amendments-JKAE & SierraCon for the Rec Center Project	Consent
		UES Contract Extension	Consent
		Ratification of USFS Participating Agreement for SEZ Enhancement Project	Consent

2026 Agenda Planning Calendar (Updated 03 05 2026)

March 31, 2026 1-4 p.m., City Hall,	**Special City Council Meeting-Protocols + Ethics**		
April 18, 2026, 10 a.m., Rec Center,	**Special City Council Meeting- Recreation and Aquatic Center Grand Opening Ceremony**		
April 21, 5:30 p.m.	**City Clerk**	Lions International Presentation	Presentation
	City Manager	LTCC Fire Training Center Coverage Agreement	NB
	Finance	2025 Annual Comprehensive Financial Report (ACFR)	Consent
		2025-2026 Master Fee Schedule Adoption	Consent
	Fire	RFP Contract Award Cole Property project	Consent
		Fuels Division Report Presentation	NB
	Police	Ca State Boating & Enforcement Aid Program Grant Acceptance	Consent
		Bear Report	NB
	Dev Services	CTC Land Exchange	Consent
	Public Works	Acceptance of Tahoe Fund Grant and Award of Bid Alt C for Lighting	Consent
		Amendment to Stantec's PSA - Tahoe Valley Phase 2	Consent
May 5, 9 a.m.	**City Manager**	Legislative Agenda	UB
		Media Production Contract Award	Consent
	Dev Services	Quarterly Housing Report	Consent

2026 Agenda Planning Calendar (Updated 03 05 2026)

		Terminology workforce, affordable, employee housing by City/TRPA	Consent
		Inclusionary Housing Ordinance Annual Report	Consent
		Tahoe Living Housing and Mobility Fees	UB
		Evaluate Feasibility - Res. Area Plan/SB9 & Remove Tourist Accomodation	NB
	Finance	Ski Run BID to Levy Assessment for Business License year 2026/2027	PH
	Fire	LVFD MOU update for data sharing	Consent
	Parks & Rec	Ice Arena Concessionaire Agreement	NB
May 19, 5:30 p.m.	**Finance**	Quarterly Budget and Financial Status Report as of March 2026	Consent
		Investment Portfolio Report as of March 2026	Consent
	Fire	Right of Entry Agreements for EVAC route fuels work	Consent
	Parks & Rec	Future of Senior Center	NB
	Pub Works	El Dorado Beach Update	NB
June 2, 9 a.m.	**City Clerk**	Pride Resolution Update	Consent
	City Manager	2026 National Community Survey Report	NB
		Informational item - Check Cashing + Bill Pay Services Options	NB
	Dev Services	Mid Town Area Plan Adoption	PH

2026 Agenda Planning Calendar (Updated 03 05 2026)

		Sign Ordinance Amendments (Sub Committee Recos)	UB
		STR Delinquency Report	PH
June 16, 5:30 p.m. CC-STRSA	**City Clerk**	Resolution Consolidating Election with EDC	Consent
	Finance	Direct Charge of Mello-Roos Special Tax for CFD 1995-1 for FY 2026-27	Consent
		Annual Special Tax for CFD 2001-1 Series 2015 Special Tax Refunding Bo	Consent
	Police	SRO Agreement for 2026-2027 School Year	Consent
June 18, 2026, 5 p.m., LTCC, Special City Council Meeting-State of the City Address			
Unscheduled/Pending			
	City Attorney	Ethics Policy Revisions	
	City Clerk	Ordinance Increasing City Council Compensation (October 2026)	
		City Council Protocols Special Meeting	
	City Manager	Grants/Funding for Undergrounding Utilities	
		Discussion Immigration Legal Fee Reduction or Assistance Program	
	Dev Services	Performance Bond as a Condition of Demolition	
		Discussion: Second Home Cap/Permit Options	
	Finance	Disolution STJPPFA	

2026 Agenda Planning Calendar (Updated 03 05 2026)

Fire	MOU Ratification of Auto Aid with TDFD	Consent
	CTC Land Access Agreement for Airport project	Consent
Parks & Rec	Events and Facitilies Naming Rights Discussion	
	South Tahoe Parks Foundation Fundraiser Donation Agreement Update	
	Purchase of Parks Equipment and Additional Funds Request	
	Regan Beach Environmental & Design RFP	
	Regan Beach Statewide Park Program Grant Application	
	El Dorado Boat Ramp Replacement Purchase	
Police	Barton Community Health Needs and Harm Reduction Update	
	AB109 MOU	
	Heavenly Village Employee Discount Parking Passes	
	Ratification of Application for CalOES DVRT	
	Massage Ordinance Update/Amendments	
	Parking Garage Rate Increase	
Police/PW	Bike Paths/Speed Bumps, Bike Parking, Vehicle Parking	
	2026 Update to Parking Fees in the Bellamy Parking Garage	

2026 Agenda Planning Calendar (Updated 03 05 2026)

Public Works	Geothermal Use Discussion Item
	Paving Policy Prioritixation of Total Users
	Award of PD Roof Replacement
	Eloise Bike Path Enhancements
	Adjustment to 2026 Paving Program
	TTD US 50 Plans Presentation
	Award Lakeview and Ski Run Electrical Upgrades
	Facilities Condition Assessment
	Award PS&E for Sugar Pine Bike Path Project