City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, September 10, 2024 at 9:00 am
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Cody Bass, Mayor
Cristi Creegan, Councilmember
Tamara Wallace, Councilmember
Scott Robbins, Councilmember
Vacant

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

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us02web.zoom.us/j/88223857820
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 meeting ID is: 882 2385 7820. Press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

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

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

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

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

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

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

Proclamations

1. Proclamation - Suicide Prevention and Recovery Month
   Requested Action / Suggested Motions: Issue a Proclamation to Access Tahoe recognizing September 2024 as "Suicide Prevention and Recovery Month".
   Item 1- Executive Summary.pdf
   September as Suicide Prevention and Recovery Month.pdf

2. Proclamation - Constitution Week
   Requested Action / Suggested Motions: Issue a Proclamation to the Daughters of the American Revolution recognizing September 17-23, 2024, as "Constitution Week".
   Item 2- Executive Summary.pdf
   Proclamation for September 17-23 as Constitution Week.pdf

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

City Commission Reports

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

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

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

3. City Council Budget Workshop Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the August 27, 2024, City Council Budget Workshop meeting minutes.
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 3- Executive Summary.pdf
08 27 2024 City Council Budget Workshop Meeting Minutes.pdf

4. Amendment to Snow Removal Operations Agreement with Trella Tahoe, Inc.
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a contract extension with Trella Tahoe, Inc. for snow removal services at the Airport, Fire Department, Police Department, Fire Rescue Facility, and sidewalks not maintained by City Park forces, plus on-call service as needed for a term of November 1, 2024 to April 30, 2025 in an amount not to exceed $397,722.00.
CEQA Determination: The action is categorically exempt from review under CEQA Guidelines section 15301 (Existing Facilities).
Responsible Staff Member(s): John Dickinson, Airport Manager and Anush Nejad, Public Works Director
Item 4- Executive Summary.pdf
01-Staff Report Trella.docx
02- Amendment to Trella_PSA.pdf
03- C-180-2023_Trella_Tahoe.pdf

5. Amendment of Custodial Services Agreement with Building Services of CA and NV, LLC, for Bellamy Garage and City Hall/Airport Terminal
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Amendment to Custodial Services Agreement with Building Services of CA and NV, LLC (dba Sunwest), to extend the Agreement for one year for an amount not to exceed $107,168.00, which includes a $5,000.00 contingency.
Responsible Staff Member(s): John Dickinson, Airport Manager
Item 5- Executive Summary.pdf
01- Staff Report Sunwest
02-Amendment to SunWest PSA.pdf
03- C-224-2023 Custodial Services Agreement for Bellamy Garage and City Hall

6. Side Letter to South Lake Tahoe Police Officers' Association Memorandum of Understanding Regarding Sick Leave
Requested Action / Suggested Motions: Pass Resolution approving a Side Letter with the Police Officers' Association (SLTPOA) to increase sick leave accrual limits to one-thousand (1000) hours and allow conversion of sick leave upon retirement to CalPERS service credit.
Responsible Staff Member(s): Ember Buckman, Human Resources Manager
Item 6- Executive Summary.pdf
01-Staff Report SLTPOA Sick Leave Side Letter.docx
02-Resolution POA Sick Leave Side Letter.docx
03 - Sick Leave Side Letter (Exh. A to Reso).pdf

7. Acceptance of FAA Grant and Award of Contract for Airport Pavement Maintenance to Q & D

Construction, LLC
Requested Action / Suggested Motions: (1) Pass a Resolution authorizing the Airport Manager to accept FAA Grants, appropriating Airport Enterprise Funds in the amount not to exceed $426,400.00 for airport pavement maintenance; and (2) Pass a Motion authorizing and directing the Mayor to execute an agreement with Q & D Construction, LLC for Airport Pavement Rehab for $856,300.00, plus a 5% Contingency, in the amount of $42,900.00, with total not-to-exceed amount of $899,200.00.
CEQA Determination: The project is categorically exempt under CEQA Guidelines section 15301(d) (Existing Facilities).
Responsible Staff Member(s): John Dickinson, Airport Manager
Item 7- Executive Summary.pdf
01- Staff Report Pavement Rehab
02- Resolution Pavement Project
03- 2024 TVL AIP Pavement Maintenance Project Q&D Construction Contract Agreement
04- TVL AIP 050 Bid Tab Package.pdf

8. Amendment No. 9 to Professional Services Agreement with Stantec Consulting Services, Inc.
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 9 to the Agreement with Stantec Consulting Services, Inc. for additional bidding and construction support services for the Tahoe Valley Stormwater and Greenbelt Improvement Project for the amount of $20,000.00 for a total not-to-exceed contract amount of $779,100.00.
CEQA Determination: The Planning Commission adopted the CEQA and Mitigated Negative Declaration for the Greenbelt and Stormwater Improvement Project on May 9, 2019, SCH# 20190292152. This action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Jason Burke, Complete Streets Program Manager and Brianna Greenlaw, Associate Civil Engineer
Item 8- Executive Summary.pdf
01-Staff Report - Amendment No. 9 to Stantec Agreement.docx
02-Stantec PSA Amendment 9.pdf

9. Tahoe Regional Planning Agency (TRPA) Water Quality Mitigation Funding and Supplemental Environmental Project (SEP) Funding for the Tahoe Valley Stormwater and Greenbelt Improvement Project
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Director of Finance to appropriate the TRPA Mitigation Funding and SEP Funding to the Tahoe Valley Stormwater and Greenbelt Improvement Project, authorizing and directing the Mayor to execute the Agreement Related to Barton Basin SEP, and authorizing and directing the City Manager to take any further actions necessary for completion of the SEP funding acceptance.
CEQA Determination: The Planning Commission adopted the CEQA and Mitigated Negative Declaration for the Greenbelt and Stormwater Improvement Project on May 9, 2019, SCH# 20190292152. This action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Jason Burke, Complete Streets Program Manager and Brianna Greenlaw, Associate Civil Engineer
Item 9- Executive Summary.pdf
01-Staff Report-TRPA & SEP funding for the TV Stormwater & Greenbelt Project.docx
02-Project Phase 2 Area Map
03-Resolution.doc
04-SEP Side Agreement (Exh. A to Reso).docx

10. Tahoe Regional Planning Agency Stream Environment Zone (SEZ) and Water Quality Mitigation Funding for the Upper Bijou Park Creek Restoration Project
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Director of

Finance to appropriate $400,000 in TRPA Mitigation Funding to the Upper Bijou Park Creek Restoration Project.
CEQA Determination: The Planning Commission adopted the Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020, and on May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration. This action does not require additional review under CEQA Guidelines section 15162.
Responsible Staff Member(s): Jason Burke, Complete Streets Program Manager and Brianna Greenlaw, Associate Civil Engineer
Item 10- Executive Summary.pdf
01-Staff Report - TRPA SEZ Funding for Bijou Park Creek.docx
02-Resolution-TRPA Mitigation Funding for Bijou Park Creek

11. Community Development Block Grant Program Coronavirus Response Allocation of Remaining Funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation
Requested Action / Suggested Motions: Pass a Resolution authorizing an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV) for allocation of remaining funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation.
CEQA Determination: This project is exempt under CEQA Guidelines section 15031 (Existing Facilities).
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 11- Executive Summary.pdf
01-Staff Report-CDGB Bears Den Inn Rehabilitation.docx
02-Resolution_CDBG-CV_Remaining Funding.docx
03-January 09 2024 Staff Report.pdf
04-February 13 2024 Staff Report.pdf

12. Addendum and Amendment #3 to the Subrecipient Agreement with Tahoe Coalition for the Homeless for 2020 Community Development Block Grant Program - Coronavirus Response Round 2 & 3
Requested Action / Suggested Motions: Pass a Motion approving the Duplication of Benefits Policy as an addendum to the Subrecipient Agreement between City of South Lake Tahoe and Tahoe Coalition for the Homeless for 2020 Community Development Block Grant Program - Coronavirus Response Round 2 & 3. It is also recommended that the City Council adopt an amendment (Amendment #3) to the Subrecipient Agreement extending the timeframe from October 28, 2023 to March 31, 2026.
CEQA Determination: This action is categorically exempt under CEQA Guidelines Section 15031 (Existing Facilities).
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 12- Executive Summary.pdf
01- Staff Report_DOB Policy_TCH_Sept10.docx
02-Duplication of Benefits Policy and Process for Bears Den CDBG-CV Funds.docx
03-C-004-2022_Tahoe_Coalition_for_Homeless_Subrecipient_Agreement.pdf
03-Amendment_3_Subrecipient_Agreement_TCH_C.docx

13. Restricted Grant Agreements with the California Department of Transportation Accepting up to $420,517 the South Lake Tahoe Multimodal Mainstreet Corridor Plan
Requested Action / Suggested Motions: Pass a Resolution authorizing the Public Works Director, or designee, to execute all Restricted Grant Agreements and any amendment thereto with the California Department of Transportation for the South Lake Tahoe Multimodal Mainstreet Corridor Plan, and amending Fiscal Year 2023/2024 budget to appropriate grant funds and matching funds totaling $475,000 to the project account.
CEQA Determination: This action is statutorily exempt under CEQA Guidelines section 15262 (Feasibility and Planning Studies) and categorically exempt under section 15305, Class 6 (Information Collection).

Responsible Staff Member(s): Jason Burke, Complete Streets Program Manager, Andra Burnam, Office Manager
Item 13- Executive Summary.pdf
01-Staff Report - CalTrans Grant Agreement.docx
02-Resolution.docx
03-Award Letter.pdf

14. Fiscal Year 2024-2025 Investment Policy and Authority
Requested Action / Suggested Motions: Pass a Resolution delegating investment authority to the City Treasurer and adopting the City Investment Policy for the fiscal year from October 1, 2024 to September 30, 2025.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 14- Executive Summary.pdf
01-Staff Report - Investment Policy 2024-2025.docx
02-Resolution - Investment Policy 2024-2025.docx
03-Investment Policy - 2024-2025 (Exh. A to Reso).pdf
04-Investment Policy - 2024-2025 redline.pdf

15. Permanent Local Housing Allocation (PLHA) Grant Amendment
Requested Action / Suggested Motions: Pass a Resolution authorizing an amendment to the PLHA application that was initially authorized by Resolution 2020-060 and amended in Resolution 2023-095 to be utilized for the Preapproved Accessory Dwelling Unit plans.
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 15- Executive Summary.pdf
01-Staff_Report_-_PHLA (1).docx
02-Resolution PLHA Amendment.pdf

16. Conflict of Interest Code Update
Requested Action / Suggested Motions: Pass a Resolution approving updates to the City's Conflict of Interest Code.
Responsible Staff Member(s): Susan Blankenship, City Clerk, and Michelle Davis, Assistant City Clerk
Item 16- Executive Summary.pdf
01- Staff Report - Conflict of Interest Code.docx
02- Resolution-Conflict of Interest Code Update.docx
03-Appendix A & B Redline.pdf
04-Appendix A & B Clean.docx

17. League of California Cities Annual Conference Voting Delegate and Alternate
Requested Action / Suggested Motions: Pass a Motion selecting Councilmember Robbins as Voting Delegate and Heather Stroud, City Attorney, as Alternate Voting Delegate at the League Annual Conference (Long Beach, October 16-18)
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 17- Executive Summary.pdf
01-Staff Report - League Registration Authorization.docx
02-2024 Voting Delegate Information Packet.pdf

Regular-Unfinished Business

18. Amendment No. 2 to the Funding Agreement with the South Shore Transportation Management Association to Extend Term for One Year at a total Cost of $650,000
Requested Action / Suggested Motions: 1) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 2 to the Funding Agreement with the South Shore Transportation Management Association (SS/TMA) to extend the term for one year; and, 2) Pass a Resolution appropriating $500,000 from General Fund Undesignated Excess Reserves in fiscal year 24/25 to

fund microtransit services through September 30, 2025.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 18- Executive Summary.pdf
01-Staff Report - South Shore Transportation Management Association.docx
02-C-024-2023 SSTMA Funding Agreement and C-247-2023 Amendment No. 1
03-Amendment No.2 to Funding Agreement with SSTMA
04-Resolution - SSTMA Appropriation.docx

19. Mid-Town Area Plan: Priority Topics and Stakeholder Engagement Update
Requested Action / Suggested Motions: Pass a Motion confirming priority topics to be addressed in the Mid-Town Area Plan as: (1) implementation of redevelopment strategies and incentives; (2) creation of arts district; (3) transportation improvements; (4) encouraging housing development; (5) concentration of City services and civic amenities; and (6) enhancement of recreation assets.
Responsible Staff Member(s): Anna Kashuba, Senior Planner
Item 19- Executive Summary.pdf
01-Staff Report - Mid-Town Area Plan Stakeholder Engagement.docx
02-Mid-Town Area Plan Boundary.pdf

Regular-New Business

20. Presentation by California Department of Transportation on Hot Mix Asphalt Concrete and Portland Cement Contract for Roadway Rehabilitation on State Highways
Requested Action / Suggested Motions: Receive and File.
Responsible Staff Member(s): Anush Nejad, Director of Public Work
Item 20- Executive Summary.pdf
01-Staff Report - Asphalt vs Concete.docx
02-Presentation

21. Annual Report on Homelessness
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member(s): Jessica Wackenhut Lomeli, Housing Manager
Item 21- Executive Summary.pdf
01-Annual Homelessness Report_Sept2024.docx
02 - MOU with Tahoe Coalition for Homeless.pdf
03 - MOU with Live Violence Free.pdf

22. Patagonia Product Procurement
Requested Action / Suggested Motions: Pass a Motion directing the City Manager or designee to open a B2B group discount account with Patagonia in compliance with the City's procurement policy.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 22- Executive Summary.pdf
01-Staff Report - Patagonia Procurement.docx

23. Update on City Website Improvements
Requested Action / Suggested Motions: Receive and file
Responsible Staff Member(s): Sheree Juarez, PIO/Communications Specialist
Item 23- Executive Summary.pdf
01-Staff_Report_City_Website_Improvements .docx
02-Presentation.pptx

24. Airport Food & Beverage Lease & Concession Agreement with Flight Deck Grill & Golf Club, LLC
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Airport Food & Beverage Lease & Concession Agreement with Flight Deck Grill & Golf Club, LLC.

CEQA Determination: This action is categorically exempt from under CEQA Guidelines section 15301 (Existing Facilities).
Responsible Staff Member(s): John Dickinson, Airport Manager
Item 24- Executive Summary.pdf
02- Lease and Concession Agreement Flight Deck Golf and Grill
01- Staff Report Flight Deck Golf and Grill
03-Flight Deck Golf and Grill Proposal
04- Presentation

25. Extension to Agreement with Axon for Body Worn Camera and In Car Video Systems
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a five year contract extension with Axon for Body Worn Camera - In Car Video systems with unlimited data storage, enhanced support software, licenses, and a no questions warranty for $980,976.45, payable over five years of the contract, interest free, and appropriating $195,986 from General Fund Undesignated Excess Reserves into FY 2024/2025 budget for the first annual payment.
Responsible Staff Member(s): Jeff Roberson, Lieutenant
Item 25- Executive Summary.pdf
01-Staff Report Axon Agreement.docx
02-Resolution - Axon Purchase 2024-2029.docx
03-Axon Extension Quote (Exh. A to Reso).pdf

Agenda Planning Calendar

26. 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): Joe Irvin, City Manager and Susan Blankenship, City Clerk
Item 26- Executive Summary.pdf
APC - 09 05 2024.pdf

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

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

Adjournment

I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday September 10, 2024, City Council meeting was posted and available for review on Thursday, September 5, 2024, 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 September 5, 2024

//sb// Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 1

Agenda Item: Proclamation - Suicide Prevention and Recovery Month

Requested Action / Suggested Motions: Issue a Proclamation to Access Tahoe recognizing September 2024 as "Suicide Prevention and Recovery Month".

Attachments:

September as Suicide Prevention and Recovery Month.pdf

The City of South Lake Tahoe
Proclamation
Recognizing September 2024 as
"Suicide Prevention and Recovery Month"

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

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

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

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

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

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

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

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

NOW, THEREFORE, the City Council of the City of South Lake Tahoe does hereby proclaim September 2024 as "Suicide Prevention Month and Recovery Month."

_____ _____

Cody Bass, Mayor Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:2

Agenda Item: Proclamation - Constitution Week

Requested Action / Suggested Motions: Issue a Proclamation to the Daughters of the American Revolution recognizing September 17-23, 2024, as "Constitution Week".

Attachments:

Proclamation for September 17-23 as Constitution Week.pdf

The City of South Lake Tahoe
Proclamation
Recognizing September 17-23, 2024 as
"Constitution Week"

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

WHEREAS: September 17, 2024, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

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

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

NOW, THEREFORE: The City Council of South Lake Tahoe in South Lake Tahoe, California do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787, by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

_____ _____

Cody Bass, Mayor Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:3

Agenda Item: City Council Budget Workshop Meeting Minutes

Executive Summary: City Council is asked to formally approve the August 27, 2024, City Council Budget Workshop meeting minutes.

Requested Action / Suggested Motions: Pass a Motion approving the August 27, 2024, City Council Budget Workshop meeting minutes.

Responsible Staff Member: Susan Blankenship, City Clerk

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

08 27 2024 City Council Budget Workshop Meeting Minutes.pdf

City of South Lake Tahoe
City Council Budget Workshop
Meeting Minutes
Tuesday, August 27, 2024 at 9:00 a.m.
City Hall - Council Chambers – 1901 Lisa Maloff Way, South Lake Tahoe

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

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

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

Roll Call
Present were Mayor Bass and Councilmembers Wallace, Creegan, and Robbins.
Mayor Pro Tem Friedrich was present over Zoom.

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

Closed Session Report of August 27, 2024

1. **Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1).**
   Case: *Gildardo Navarro v. City of South Lake Tahoe*, Workers' Compensation Appeals Board Case No. ADJ14589225.
   Action: No reportable action.

Public Communications
1. Stacey Ballard- Arts, Culture, and Tourism Commissioner for the Budget Discussion
2. Shaydar Edelmann- Heavenly Parking Agreement *written public comment also distributed
3. Kenney Curtzwiler- American Legion membership
4. John Messina- Second homeowner voter registration *written public comment also distributed
5. Kelly O'Hare- Hazmat spill on Saddle Road
6. Angie Reagan- Need to address City liveability in the budget and strategic plan

City Commission Reports
None.

Consent Agenda

Action: Moved/Seconded: Wallace/Creegan
Yes: Bass, Friedrich, Creegan, Wallace, Robbins
Action: Passed the Consent Agenda.

1. **City Council and South Tahoe Joint Powers Parking Financing Authority Meeting Minutes**
   Action: Passed **Motion 2024-080** approving the August 13, 2024 Regular City Council and South Tahoe Joint Powers Parking Financing Authority Meeting Minutes.

2. **Fire Department Vehicle Purchase for the Wildfire Fuels Division**
   Action: Passed Motion 2024-081 authorizing the Fire Chief, or theirdesignee, to purchase one Chevy 3500 HD 4x4 Pickup Truck **(C-221-2024)** and associated upfitting as an emergency response vehicle in an amount not to exceed $101,000.

3. **California Tahoe Conservancy Grant Application For $700,000 for Regan Beach Improvements**
   Action: Passed **Resolution 2024-088** authorizing staff to submit an application for the California Tahoe Conservancy Lake Tahoe Science and Lake Improvement Grant Program in the amount of $700,000 to support rehabilitation projects at Regan Beach.

4. **Reimbursement Agreement with South Tahoe Public Utility District and Appropriation of Funds to the 2024 Road Rehabilitation Project**
   Action: Passed **Resolution 2024-089** authorizing and directing the Mayor to execute a reimbursement agreement **(C-222-2024)** with the South Tahoe Public Utility District (STPUD) for adjusting the grade of STPUD utilities, accepting $140,750.00 with a 25% contingency of $35,162.50 to reimburse the City for the STPUD utility work, and amending the 2024 Road Rehabilitation Project Budget.

Regular-New Business

5. **Fiscal Year 2024-2025 Recommended Budget**
   Action: Moved/Seconded: Wallace/Creegan
   Yes: Bass, Friedrich, Creegan, Wallace, Robbins
   Action: (1) Passed **Resolution 2024-090** Approving FY 2024-2025 Municipal Operating and Capital Improvement Program Budget and $1,000,000 Set-Aside from the General Fund Unassigned Undesignated Excess Reserves for the Affordable Housing Project at 3900-3908 Lake Tahoe Boulevard; and (2) Passed Resolution **2024-091** Approving FY 2024-2025 List of Allocated Permanent Positions, including new, eliminated, and reclassified positions.
   Public Comment was heard from the following people:
   1. John Messina
   2. Angie Reagan, Access Tahoe

Agenda Planning Calendar

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

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

City Manager Irvin

1. Upcoming Ski Run Park Ribbon Cutting Ceremony
2. City Offices closed for Labor Day
3. September 17- State of the City Address
4. Responded to public comment regarding hazmat spill

Councilmember Reports and Comments

Creegan

1. Thank you for the warm welcome to Darby Creegan at the last Council meeting

Bass

1. Attended Lake Tahoe Summit
2. Upcoming TRPA meeting

Ajourment

Mayor Bass ajourned the Meeting at 12:19 p.m.

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

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:4

Agenda Item: Amendment to Snow Removal Operations Agreement with Trella Tahoe, Inc.

Executive Summary: Staff is requesting the City Council to approve the amendment to the Professional Services Agreement with Trella Tahoe, Inc. for snow removal operations. This agreement provides snow removal services for the Airport, Fire Department, and Police Department. Also, this agreement removes snow from the Fire Rescue Facility and other areas in the City, plus an on-call portion if needed. The total amount of this contract for the next year, from Nov. 1, 2024 to Apr. 30, 2025, will not exceed $397,722.00. Ater this amendment, there are three additional years remaining at the City's discretion. The contract also includes an allocation of $130,032.00 for sidewalk snow maintenance this winter.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a contract extension with Trella Tahoe, Inc. for snow removal services at the Airport, Fire Department, Police Department, Fire Rescue Facility, and sidewalks not maintained by City Park forces, plus on-call service as needed for a term of November 1, 2024 to April 30, 2025 in an amount not to exceed $397,722.00.

Responsible Staff Member: John Dickinson, Airport Manager and Anush Nejad, Public Works Director

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

Attachments:

01-Staff Report Trella.docx
02- Amendment to Trella_PSA.pdf
03-C-180-2023 Trella Tahoe

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

Meeting Date: September 10, 2024

Title: Agreement with Trella Tahoe, Inc. for Snow Removal Operations

Application Location: Airport, City Hall, Police Department, Fire Department, and Various Other City Facilities Citywide

Responsible Staff Member: John Dickinson, Airport Manager (530) 542-6182 and Anush Nejad, Director of Public Works (530) 542-6182

Background: The City issued a Request for Proposal on June 28th, 2023, for Snow Removal services during the 2023/2024 winter season with a 4-year option to renew. City staff would like to renew the current contract for the 2024/2025 snow season with a CPI increase. The requested services included the following facilities:

- Lake Tahoe Airport: Lisa Maloff Way, including Lisa Maloff Way roadway
- Police Department Facility: 1352 Johnson Blvd.
- Fire Rescue Stations 1, 2, 3 & Fire Training Center: 1252 Ski Run Blvd., 2951 Lake Tahoe Blvd., 2101 Lake Tahoe Blvd., and 1195 Rufus Allen Blvd.
- Recreation Center, Ice Arena, Harrison Parking Lots, Bijou Park, Senior Center, and Museum Area.
- Public Works and Development Services Parking Lots.
- Selected Sidewalks.
- Optional Hourly Services.

This Contract is crucial to the airport and public works departmental needs due to staff needs that must be performed daily. These services will close the resource gap and allow the City to manage the Airport and all other City facilities.

Issue and Discussion: The project was advertised on Planet Bids on June 28, 2023. 408 vendors were notified, and 13 prospective bidders downloaded the bid documents. The bidding period closed on July 19, 2023. The City received one bid from Trella Tahoe, Inc. for a total of $385,390.00.

In addition to the core services, the Contract also allows a not-to-exceed hourly service to provide additional resources to the City, if needed, during heavy storm events or special needs. The Contract break down of cost is listed in Table A below with the CPI increase that will bring the new amount to $397,722.00,:

Site	Location	Bid Amount	Annual 3.2% CPI Increase
Airport Property	1901 Lisa Maloff Way	$104,500.00	$107,844.00
Airport Road	1901 Lisa Maloff Way	$20,500.00	$21,156.00
Police Station	1352 Johnson Blvd.	$9,500.00	$9,804.00
Fire Station 1	1252 Ski Run Blvd.	$6,100.00	$6,295.00
Fire Station 2	2951 Lake Tahoe Blvd.	$6,100.00	$6,295.00
Fire Station 3	2101 Lake Tahoe Blvd.	$6,100.00	$6,295.00
Fire Training Center	1195 Rufus Allen Blvd.	$3,600.00	$3,715.00
Harrison Avenue Parking Lots	3 locations along Harrison Ave	$15,750.00	$16,254.00
Ice Arena, Rec Center, Museum, Ambulance, Senior Center	1176 and 1180 Rufus Allen; 3050, 3058, and 3066 Lake Tahoe Blvd	$31,000.00	$31,992.00
Bijou Park	1201 Al Tahoe Blvd.	$17,750.00	$18,318.00
Community Playfields Parking Lot	1300 Al Tahoe Blvd.	$7,875.00	$8,127.00
Public Works Department	1740 D Street	$8,275.00	$8,540.00
Development Services Department	1052 Tata Lane	$7,340.00	$7,575.00
City Sidewalks	City Sidewalks (9.2 Miles)	$126,000.00	$130,032.00
Optional On-Call Services	Optional On-Call Services per hr/Max $15,000 ($240/hr)	$15,000.00	$15,480.00
	Bid Total	$385,390.00	
		Annual 3.2% CPI Increase	**$397,722.00**

TOTAL $397,722.00

Table A – Contract Breakdown

Financial Implications: The city council approved all budgeting for the snow removal contract on August 27th, 2024. For this contract, $22,000 is budgeted in the Snow Removal account 207-03610-42025 Contract Services, $125,000 in the Airport Airfield Area account 501-05130-43022 Snow Plowing, and the remaining funds in the amount of $250,722 are allocated in the General Fund Maintenance Operations account 100-03310-42025 Contract Services. These funds will be loaded for next year's budget cycle on October 1, 2024.

Environmental Considerations: The Project is considered Categorically Exempt (CE) from review under CEQA under CEQA Guidelines section 15301 (Existing Facilities) because it consists of operating existing public facilities and mechanical equipment involving negligible or no expansion of use.

Policy Implications: Contracting snow operations for City Facilities is consistent with the city-adopted Snow Operations Plan and will maintain a safe and efficient roadway and facilities for public access and use. By contracting this work, the City will have sufficient resources to address the Airport Runway, City Streets, Trails, and City-owned Sidewalks.

CITY OF SOUTH LAKE TAHOE

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and Trella Tahoe Inc. ("Consultant") is entered into and effective as of the 1st day of November 2024, extending and amending the Professional Services Agreement ("Agreement") dated November 1, 2023.

RECITALS

A. On November 1, 2023, the City entered into the Agreement with Consultant to provide snow removal services at various City facilities and sidewalks.

B. The Parties now desire to alter the Agreement's Term and Compensation to extend the Agreement for one year.

AGREEMENT

Section 2 of the Agreement is hereby amended such that the Term is extended for one year to end on April 30, 2025.

Section 3 and Exhibit B of the Agreement is hereby amended such that the Compensation for FY24-25, beginning on November 1, 2024, is set an amount not to exceed $397,722.00, as set forth on the amended Exhibit B attached hereto.

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: _____
Phil Trella, Owner

Business License # 011500

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

CITY SEAL:

LAKE TAHOE airport

July 24th, 2024

Philip Trella
930 Mule Deer Circle
South Lake Tahoe, CA 96150

Re: Professional Services Agreement: Snow Removal CPI Adjustment

Dear Mr. Trella,

Please be advised, the 2024-2025 Professional Services Agreement for snow removal has been updated to include the annual CPI increase. The CPI, All Urban, San Francisco-Oakland-Hayward-CA was used as the basis for calculating the adjustment.

The table provided below outlines the calculation and CPI-U index table in the interest of transparency.

Annual CPI for the period ending June 2024	351.064
Less CPI for previous period ending June 2023	340.094
Equals index point change	11.008
Divided by previous 12-month reporting period	340.056
Equals	0.0323
Result multiplied by 100	3.2
Equals percent change=	3.2% increase (rounded three spaces per contract)

If you have any questions or concerns, please do not hesitate to contact the Airport Manager.

Sincerely,

John Dickinson

John Dickinson, C.M.
Airport Manager
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE
BUDGET

Site	Location	Bid Amount	Annual 3.2% CPI Increase
Airport Property	1901 Lisa Maloff Way	$104,500.00	$107,844.00
Airport Road	1901 Lisa Maloff Way	$20,500.00	$21,156.00
Police Station	1352 Johnson Blvd.	$9,500.00	$9,804.00
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Bijou Park	1201 Al Tahoe Blvd.	$17,750.00	$18,318.00
Community Playfields Parking Lot	1300 Al Tahoe Blvd.	$7,875.00	$8,127.00
Public Works Department	1740 D Street	$8,275.00	$8,540.00
Development Services Department	1052 Tata Lane	$7,340.00	$7,575.00
City Sidewalks	City Sidewalks (9.2 Miles)	$126,000.00	$130,032.00
Optional On-Call Services	Optional On-Call Services per hr/Max $15,000 ($240/hr)	$15,000.00	$15,480.00
	Bid Total	$385,390.00	
		Annual 3.2% CPI Increase	**$397,722.00**

TOTAL $397,722.00

Databases, Tables & Calculators by Subject

Change Output Options: From: 2014 To: 2024 GO

include graphs include annual averages

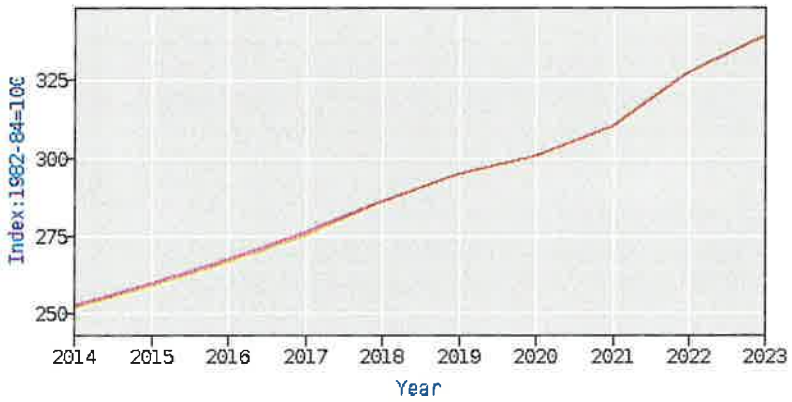
More Formatting Options

Special Notices 4/25/2024

Data extracted on: August 20, 2024 (1:13:55 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURS49BSA0
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
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
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								347.857	

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **1ST** day of **November 2023** by and between the City of South Lake Tahoe, a municipal corporation ("City") and **Trella Tahoe, Inc.** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. **Scope of Services**. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** 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 on November 1, 2023 at 12:01 AM PDT and continue until 11:59 PM PDT April 30, 2024, with the option to renew annually at the sole discretion of the City for four (4) additional years between November 1 and May 1 of each 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 $385,390.00 without additional written authorization from City. Payment by City under this Agreement shall not be

deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is

contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. **Method of Payment**. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

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

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

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

7. **Ownership of Documents.** All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. **Consultant's Books and Records**.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services is 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 such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all 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 insureds under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount, and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract

until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

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

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

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

If to Consultant: Phil Trella, Owner
930 Mule Deer Circle
South Lake Tahoe, CA 96150
Email: Phil@trellatahoe.com
Phone: (530) 318-8537

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to

this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

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

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

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

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

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

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

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

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

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.
25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By:
Cody Bass (Sep 15, 2023 16:11 PDT)

Cody Bass, Mayor Pro Tem

Sep 15, 2023
Date

CONSULTANT:

By: *Phillip Trella*
Phillip Trella (Sep 23, 2023 09:55 PDT)

Phil Trella, Owner

Sep 23, 2023
Date

Business License #: **011500**

APPROVED AS TO FORM:

By:
Heather Stroud (Sep 14, 2023 14:13 PDT)

Heather Stroud, City Attorney

Sep 14, 2023
Date

ATTEST

By:
Sue Blankenship (Sep 14, 2023 11:39 PDT)

Susan Blankenship, City Clerk

Sep 14, 2023
Date

Attachments:

Exhibit A-Scope of Services
Exhibit B-Compensation Schedule
Exhibit C-Anti-Lobbying Certification
Exhibit D- Prevailing Wage
Exhibit E- COI

EXHIBIT A

SCOPE OF SERVICES

INTRODUCTION

1. Background & Scope of Work

The Contractor will provide equipment and manpower necessary to clear snow from certain paved portions of the Lake Tahoe Airport, City Police Station Headquarters, Fire Rescue Station 1, 2, 3, Fire Training Center and various other areas within City jurisdictional boundary based on need. This seasonal snow removal contract is for a six-month contract period. Contracts start on November 1, 2023, and span until April 30, 2024. All contracts with the City of South Lake Tahoe require a contractor to maintain a City of South Lake Tahoe Business License. A City of South Lake Tahoe Business License can be obtained online from the address: https://cityofslt.us/451/Business-Professions-Tax

IMAGE 1
Lake Tahoe Airport Contract Snow Removal Areas Are Shaded.

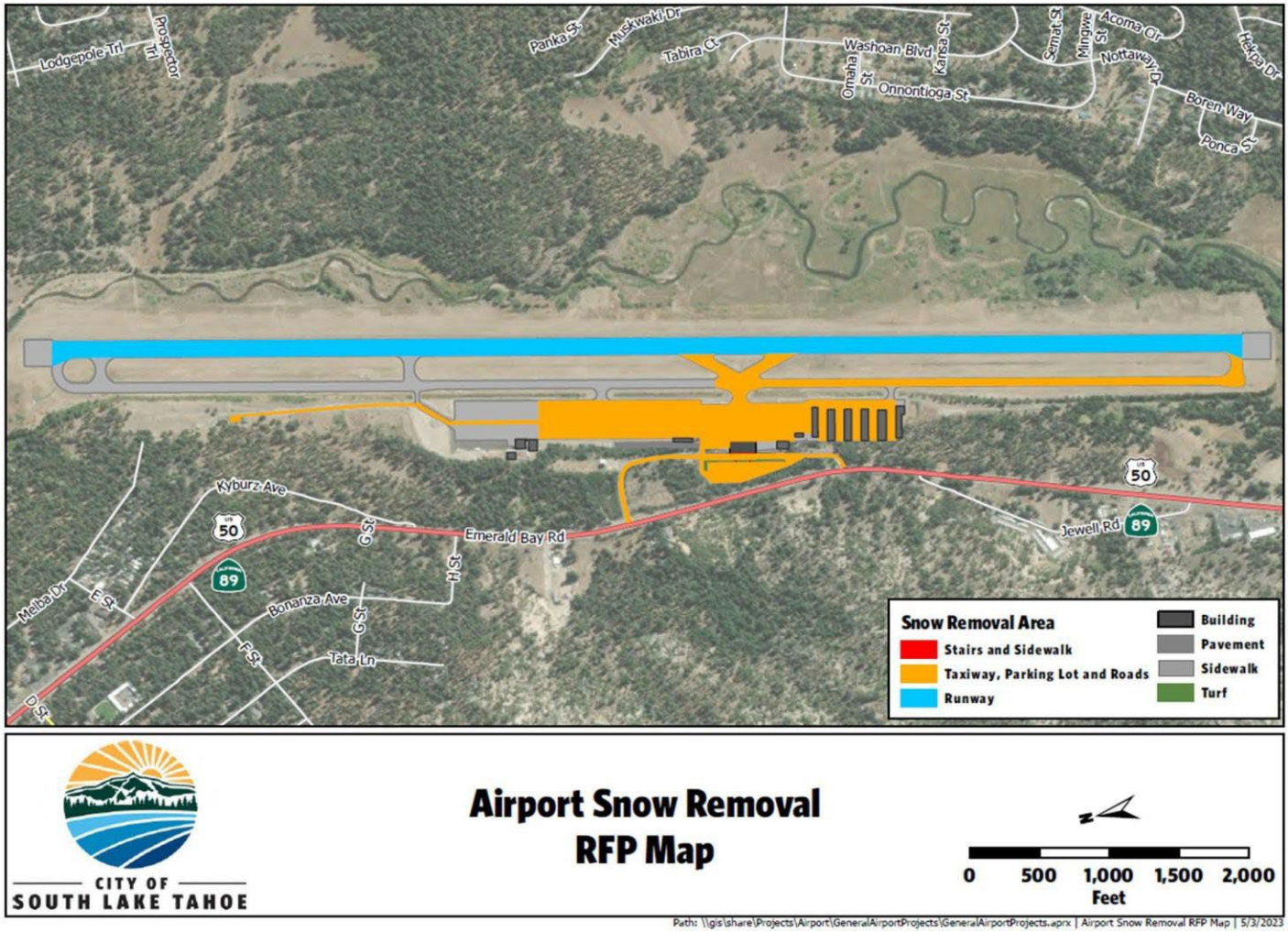


Image 2 Sidewalk and Stairs at Airport



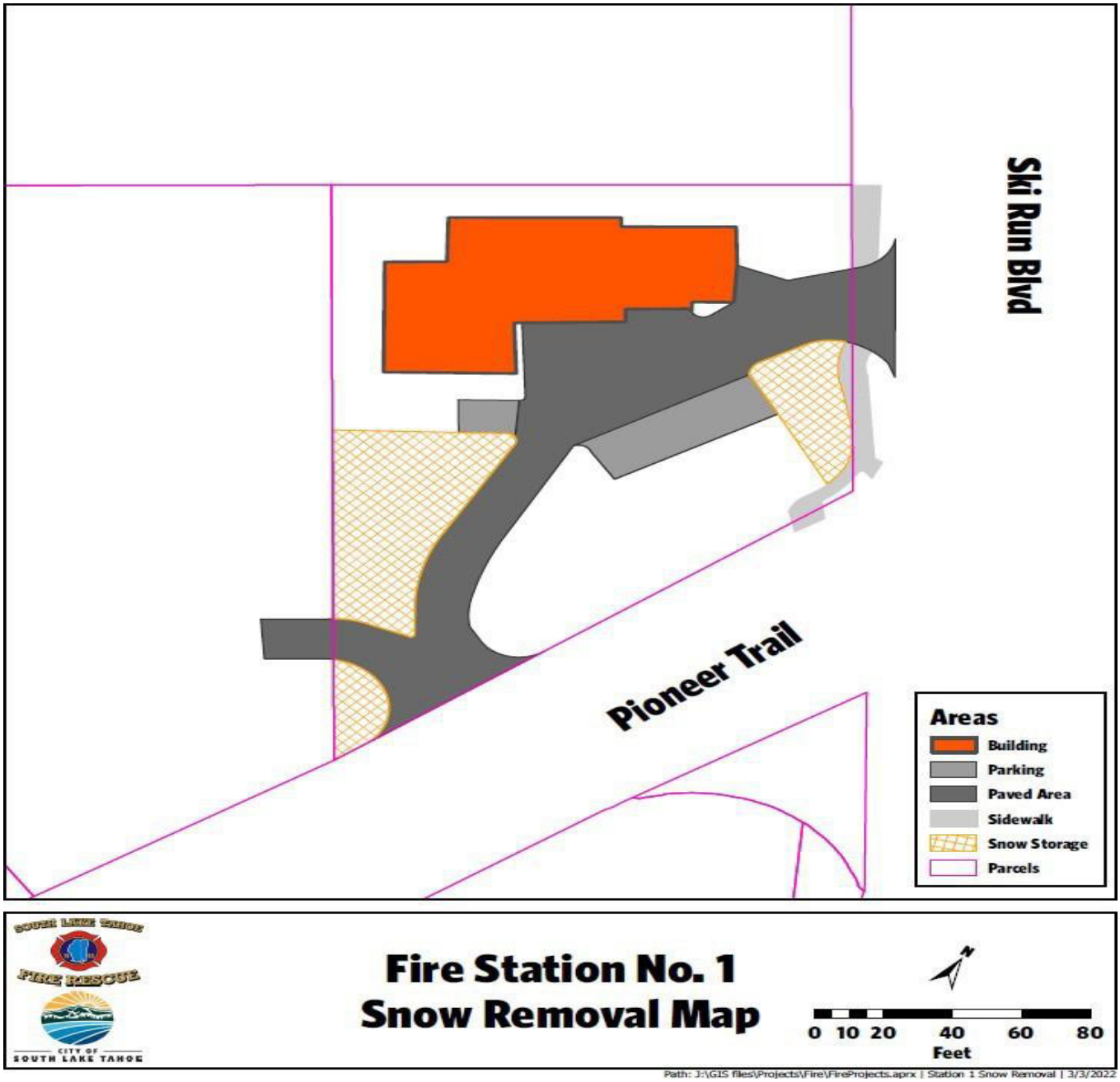
1901 Lisa Maloff Way, South Lake Tahoe, CA 96150

Image 3
City Police Station Headquarters Snow Removal Areas are Shaded.

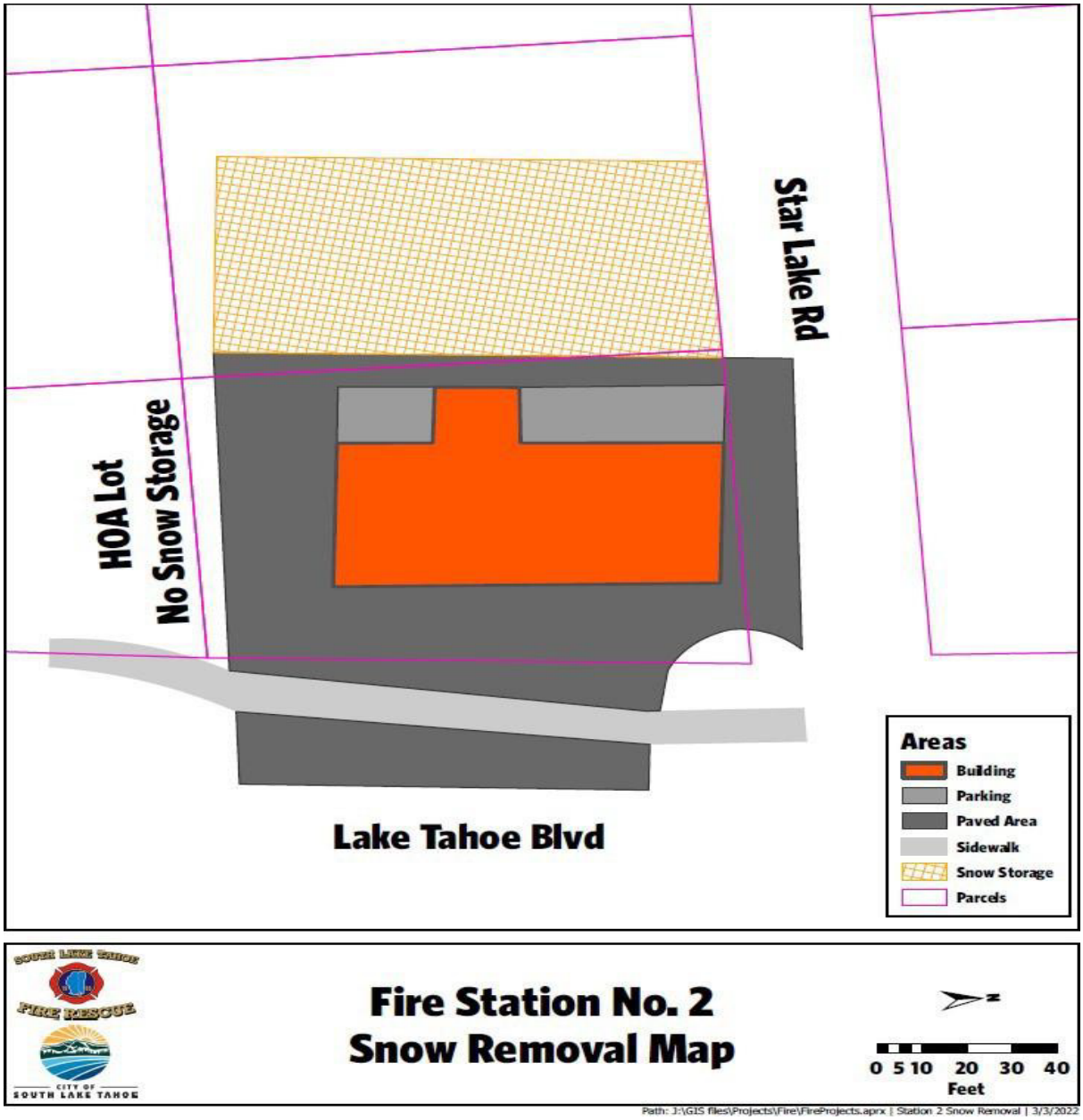


1352 Johnson Blvd., South Lake Tahoe, CA 96150

Image 4
Fire Station 1

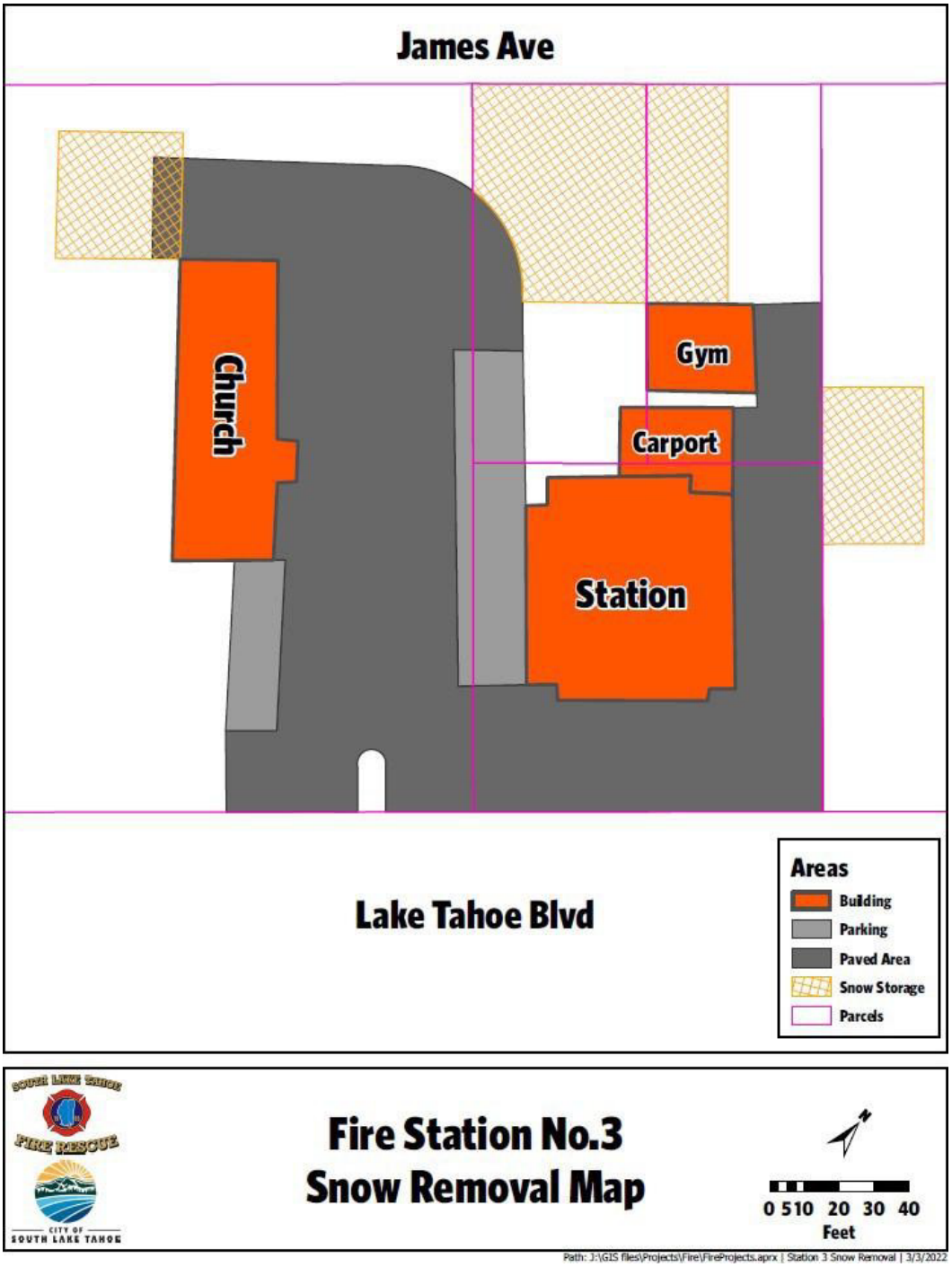


1252 Ski Run Blvd.
IMAGE 5 Fire Station 2



2951 Lake Tahoe Blvd., South Lake Tahoe, CA 96150

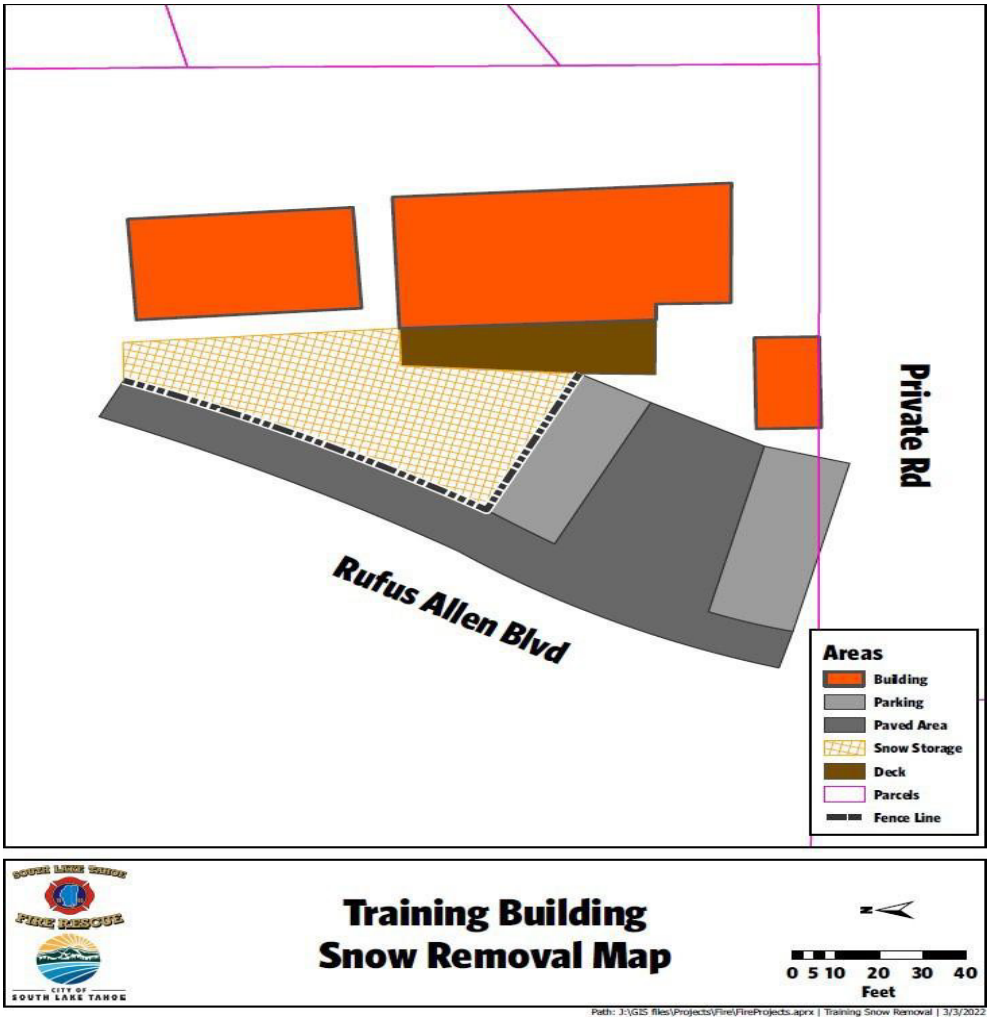
Image 6
City Fire Rescue Station 3 Snow Removal Areas are Shaded.



2101 Lake Tahoe Blvd., South Lake Tahoe, CA 96150

Image 7

City Fire Rescue Training Center Snow Removal Areas are Shaded.



1195 Rufus Allen Blvd., South Lake Tahoe, CA 96150

City Police Station Headquarters

All paved parking Areas inside fence will be cleared, dirt road between two parking areas will be cleared, entrance nearest the cemetery will be cleared.

City Fire Rescue Stations

At the four Fire Rescue Facilities identified the standard to start snow removal operations is when 3" or more of snow is observed on pavements at any one of the facilities. The snow should not be allowed to accumulate more than 3" at any Fire Station as these are mission critical infrastructure to the community. During a prolonged winter storm event, a Contractor should plan on multiple site visits to the Fire Rescue Stations to ensure that snow accumulations remain 3 inches or below during a 24-hour period. Please note these facilities are staffed 24/7/365. Graveyard shift work maybe required. The ramp areas and vacant parking should be cleared for station shift change scheduled at 0600 hours daily. The Fire Rescue Training Facility located at 1195 Rufus Allen Blvd., South Lake Tahoe, CA 96150 can be cleared once a day rather than at the 3-inch snow depth limit. Clearing can occur late morning through early afternoon as Contractor schedule permits. Snow storage locations are depicted on maps provided by Fire Rescue.

All paved parking areas will be cleared at Fire Stations 1, 2, and 3 and the fire station training facility. This contract includes 2101 Lake Tahoe Blvd, 2951 Lake Tahoe Blvd, and 1252 Ski Run Blvd and 1195 Rufus Allen Blvd.

Lake Tahoe Airport

The airport is requesting that a push or tracked snow blower is employed during snow removal operations to clear snow on the North face of the hangars. The snow between the face of the building to a distance of 4-7 feet out from the hangar building face for each hangar. The remaining snow can be removed using a loader or comparable equipment. Mechanical snow removal operations will commence after snow accumulations on airside airport property reaches one inch (1") or greater in accumulated snow depth and three inches (3") on landside airport property. The snow contractor will be expected to dispatch a removal crew when these conditions are observed. The airport will not be required to request service. The airport will only request service if it discovers that a snow removal crew was never dispatched by the contractor.



The date and times of service under this contract are dependent on local winter weather conditions and can require multiple site visits should snow accumulations reach more than one inch (1") more than once in a 24-hour period.

The airport is open seven days a week, 365 days per year. The Snow Removal Contractor agrees to meet its obligations to clear snow from 5:00 am – 10:00 pm when conditions warrant or at the airport manager's discretion.

When snow conditions exist on the ground at a depth of 1" or greater, the Contractor. agrees to clear a route along Lisa Maloff Way (formerly Airport Road) to allow for entry and exiting of vehicles and at minimum of fifteen (15) vehicle spaces at the public airport parking lot by 6:30 a.m. to allow the opening of City/Airport/Tenant offices at 7:00 am daily. Additional vehicle parking spaces can be cleared after the initial 15 spaces are available at 6:30 a.m.

Contractor agrees to adhere to the Lake Tahoe Airport Winter Operations Plan provided (Exhibit A). **Contractor agrees to provide required equipment in all vehicles used on the airfield to include the following:**

- Aviation Radio & Headset
- Snow Tires without chains

Contractor is also required to complete airfield movement area training with the airport maintenance supervisor prior to driving on the airfield.

Responsibilities

1. Clear snow from the surface of Lisa Maloff Way and ensure snow berms created from U.S. Hwy 50 (Caltrans) snow removal operations are removed allowing access into and out from the airport. Clear snow starting at the terminal frontage curbs, steps from the parking lot to the building, and sidewalk in front of the terminal building.

2. Clear fifteen vehicle parking spots along the Eastern row of the public airport parking lot during any storm daily before 6:30 am Pacific Time (Frequency storm to storm when snow accumulation reaches depth of 3" or more. May require more than one visit by Contractor in one day if conditions warrant).

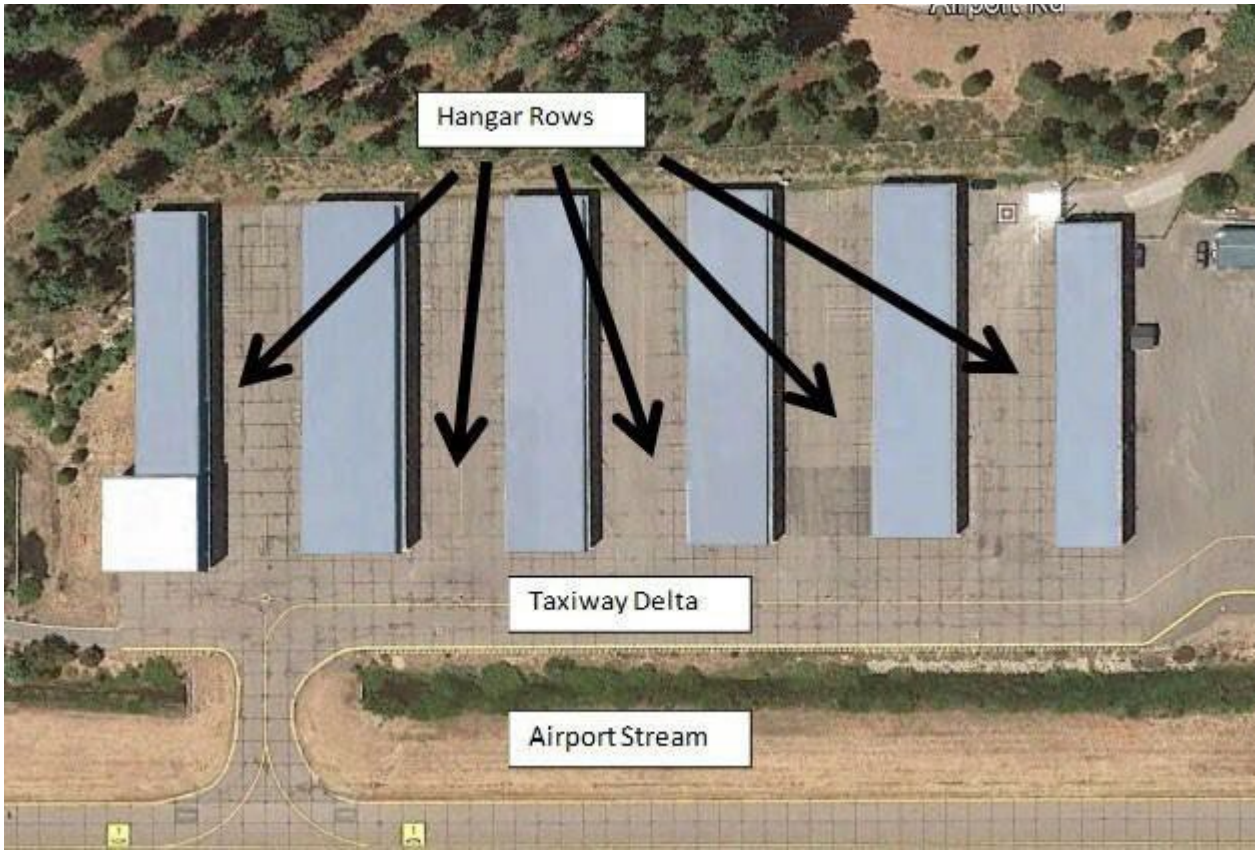
3. Clear the remaining vehicle parking spaces in the public parking lot by pushing snow West towards U.S. Highway 50. Clean up snow on Airport Road providing for two lanes at the entry and exit and the single lane road access to the city owned hangars and the other single lane road access to Gate V1. (Frequency storm to storm when snow accumulation reaches depth of 3" or more. May require more than one visit by the Contractor in one day if conditions warrant)

4. Contractor will clear in between hangar buildings pushing snow east and piling the snow as far East along Taxi Lane Delta. Snow will be piled on Taxi Lane Delta. Contractor is required to remove snow leaving no berms over two feet.

5. Contractor will clear snow on the General Aviation Ramp, Cal Star Ramp, Taxiways Alpha, Bravo, Echo, Foxtrot, and fuel farm road every snowstorm of one inch (1") or more. Also ensuring no berms to exceed two feet high on the movement area.

6. Contractor will be on-call for snow removal on runway 18/36 as needed at the airport managers discretion, which will be at the hourly rate.

8. Contractor agrees to store equipment at the airport in hangar E-8 or if needed two hangars at the airports price, plus $100 in utility costs per month.



The Contractor agrees to clear hangar rows in a timely manner post-storm event or upon request by the airport.

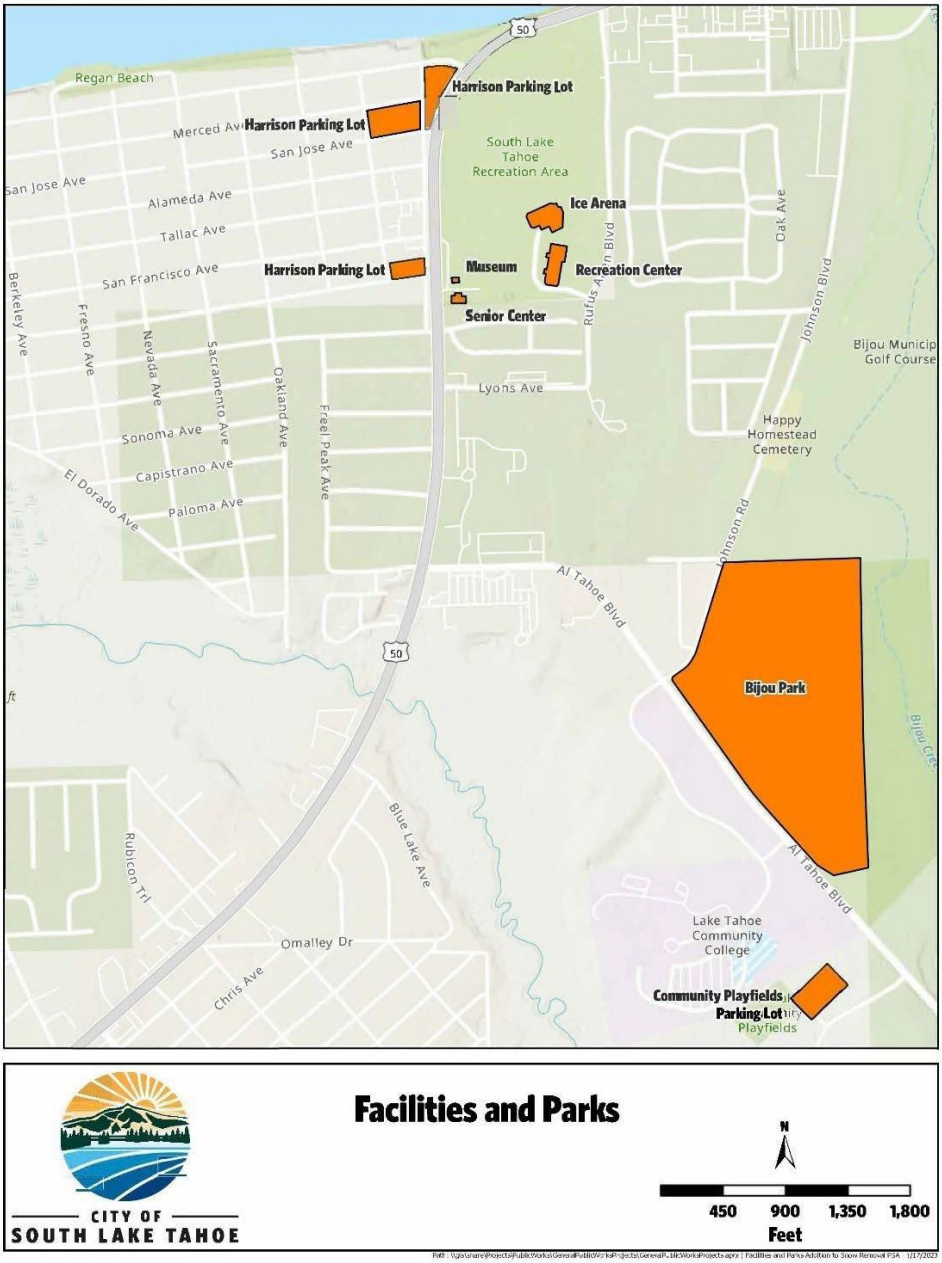
The Contractor is not responsible for the following snow removal activities at the Airport under this contract:

A. Sanding of roadway, parking lot or any paved areas,
B. Clearing of snow from sidewalks and pedestrian areas,
C. Clearing of snow from areas not specified in this contract unless directed by the Airport Manager through on-call services specified in this RFP,
D. Placing any snow melt chemicals on any surfaces at the airport,

At no time and under no circumstances will Snow Removal Contractor equipment or personnel access Runway 18/36 without the expressed permission of the airport manager. The Contractor acknowledges that aircraft, rotorcraft, and emergency vehicles always have the right of way.

Park and Recreation Facilities

The Parks and Recreation Facilities include the public driving lanes and surface parking and access area for the following facilities: Ice Arena, Recreation Center, Senior Center, Museum/Ambulance Area along US 50, Harrison Parking Lots – 3 locations)., Bijou Park, and Community Playfield Parking Lot as shown on the map below.



Public Works and Development Services Parking Lots and City Sidewalks

The Contract will include snow removal at 1740 D Street (Public Works Department) and 1052 Tata Lane (Development Services) Parking Lots. Parking Lots must be plowed starting 6 AM with a 3" snow accumulation.

The sidewalks are typically 4-8 feet wide and must be plowed with walk-behind blowers or other mechanical equipment. ~~The base contract will include **6.7 miles** of City Maintained Sidewalks, see map below.~~ The Contractor shall submit bids for an additive sidewalk maintenance for **20.0 miles** which are shown in non-maintained map of sidewalks shown below. The additive item is subject to future City Council direction.


Lake Tahoe
CITY OF
SOUTH LAKE TAHOE
Sidewalks In South Lake Tahoe, CA
City Boundary
Sidewalks In Contract
Sidewalks Not In Contract
0
0.25
0.5
0.75
Miles

No Show

Failure to provide mechanical snow removal operations after snow accumulations on airside airport property reaches one inch (1") or greater in accumulated snow depth and three inches (3") on landside airport and other City properties will result in a $3000.00 deduction per occurrence from the contract price. City Officials will contact the snow removal contractor if City Fire, Police, Airport or Public Works management observes that a response has not yet been initiated by the snow removal contractor. Failure to respond within a three-hour period after telephone notification from City officials is considered a "no-show" and will be subject to the $3,000 deduction in payment. City Officials will only call the snow removal contractor in the event that 3 inches or more snow is observed on the ground at one of the city facilities identified in this RFP. No show provisions do not apply to on demand call outs made for snow removal services based on City need. These will be coordinated as needed between the Contractor and the City.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE
BUDGET

Site	Location	Bid Amount
Airport Property	1901 Lis Maloff Way	$125,000.00
Police Station	1352 Johnson Blvd.	$9,500.00
Fire Station 1	1252 Ski Run Blvd.	$6,100.00
Fire Station 2	2951 Lake Tahoe Blvd.	$6,100.00
Fire Station 3	2101 Lake Tahoe Blvd.	$6,100.00
Fire Training Center	1195 Rufus Allen Blvd.	$3,600.00
Harrison Avenue Parking Lots	3 locations along Harrison Ave	$15,750.00
Ice Arena, Rec Center, Museum, Ambulance, Senior Center	1176 and 1180 Rufus Allen; 3050, 3058, and 3066 Lake Tahoe Blvd	$31,000.00
Bijou Park	1201 Al Tahoe Blvd.	$17,750.00
Community Playfields Parking Lot	1300 Al Tahoe Blvd.	$7,875.00
Public Works Department	1740 D Street	$8,275.00
Development Services Department	1052 Tata Lane	$7,340.00
~~City Maintained Walkways~~	~~City Maintained Sidewalks (6.7 Miles)~~	~~$42,000.00~~
Optional other City Sidewalks	Optional other City Sidewalks (22.6 Miles)	$126,000.00
Optional On-Call Services	Optional On-Call Services per hr/Max $15,000 ($240/hr)	$15,000.00

TOTAL $385,390.00

Total (Not to Exceed): $385,390.00

TIMELINE

Contract begins at 12:01am on November 1, 2023, and ends on 11:59pm on April 30th, 2023.
Snow response requirements are provided in Exhibit A: Scope of Services.

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:

Phillip Trella

By: Phillip Trella (Sep 23, 2023 09:55 PDT)

Phil Trella, Owner

Date: Sep 23, 2023

EXHIBIT D

Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements of the California Labor Code, including, without limitation, all requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§ 1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

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

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

EXHIBIT E

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2023

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 A to Z Insurance Services, LLC PO Box 1190 Zephyr Cove NV 89448	**CONTACT NAME:** Elizabeth Fenley **PHONE (A/C, No, Ext):** (530) 541-5300 **FAX (A/C, No):** **E-MAIL ADDRESS:** libi@atozins.com
INSURED Trella Tahoe Inc 930 Mule Deer Cir South Lake Tahoe CA 96150	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Northfield Insurance Company — 27987 **INSURER B :** **INSURER C :** State Compensation Insurance Fund — 35076 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23 Master **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		WS493708	01/24/2023	01/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		9282725	08/25/2023	08/25/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of South Lake Tahoe is listed as additional insured with respect to work performed.

CERTIFICATE HOLDER

City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe CA 96150

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2023

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	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
Progressive Insurance PO Box 94739, Cleveland, OH 44101	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive Express Ins	10193
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

TRELLA TAHOE INC
930 MULE DEER CIRCLE
SOUTH LAKE TAHO, CA 96150

COVERAGES **CERTIFICATE NUMBER:** 975357476049940586D082223T183416 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	004149650	02/23/2023	08/23/2023	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

TRELLA TAHOE INC
930 MULE DEER CIRCLE
SOUTH LAKE TAHO, CA 96150

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

Mark Pant

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C-180-2023

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Progressive Insurance	TRELLA TAHOE INC 930 MULE DEER CIRCLE SOUTH LAKE TAHO, CA 96150
POLICY NUMBER 004149650	
CARRIER / **NAIC CODE** Progressive Express Ins / 10193	**EFFECTIVE DATE:** 02/23/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$15,000/$30,000

Liability coverage may not apply to all scheduled vehicles.

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C-180-2023 Trella Tahoe

Final Audit Report 2023-09-23

Created:	2023-09-14
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANMVcS2HHkxGds3E544qsm1vVPpvKhnoL

"C-180-2023 Trella Tahoe" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2023-09-14 - 6:21:55 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-09-14 - 6:23:52 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-09-14 - 6:30:19 PM GMT- IP address: 104.47.64.254

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-09-14 - 6:39:43 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2023-09-14 - 6:39:45 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2023-09-14 - 9:08:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-09-14 - 9:13:36 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to cbass@cityofslt.us for signature
2023-09-14 - 9:13:38 PM GMT

Email viewed by cbass@cityofslt.us
2023-09-15 - 11:11:07 PM GMT- IP address: 174.236.227.92

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2023-09-15 - 11:11:28 PM GMT- IP address: 174.236.227.92

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2023-09-15 - 11:11:30 PM GMT - Time Source: server- IP address: 174.236.227.92

Document emailed to phil@trellatahoe.com for signature

2023-09-15 - 11:11:32 PM GMT

Email viewed by phil@trellatahoe.com

2023-09-16 - 1:48:21 AM GMT- IP address: 108.147.93.60

Email viewed by phil@trellatahoe.com

2023-09-23 - 4:54:02 PM GMT- IP address: 47.25.112.101

Signer phil@trellatahoe.com entered name at signing as Phillip Trella

2023-09-23 - 4:55:29 PM GMT- IP address: 47.25.112.101

Document e-signed by Phillip Trella (phil@trellatahoe.com)

Signature Date: 2023-09-23 - 4:55:31 PM GMT - Time Source: server- IP address: 47.25.112.101

Agreement completed.

2023-09-23 - 4:55:31 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:5

Agenda Item: Amendment of Custodial Services Agreement with Building Services of CA and NV, LLC, for Bellamy Garage and City Hall/Airport Terminal

Executive Summary: Staff is requesting City Council approve the Amendment to the Agreement with Building Services of CA and NV, LLC for Custodial Services at City Hall/Airport and Bellamy Parking Garage. This amendment to the custodial contract will extend the agreement for one year provide the necessary routine cleaning and maintenance needed year-round. The total amount of this contract will not exceed $107,168.00 for year two, to be adjusted annually by the Consumer Price Index. This amendment is for a one-year term with three possible one-year extensions remaining.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Amendment to Custodial Services Agreement with Building Services of CA and NV, LLC (dba Sunwest), to extend the Agreement for one year for an amount not to exceed $107,168.00, which includes a $5,000.00 contingency.

Responsible Staff Member: John Dickinson, Airport Manager

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

Attachments:

01- Staff Report Sunwest
02-Amendment to SunWest PSA.pdf
03- C-224-2023 Custodial Services Agreement for Bellamy Garage and City Hall

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

Meeting Date: September 10, 2024

Title: Amendment to Agreement with Building Services of CA and NV LLC for Custodial Service at City Hall/Airport

Location: City Hall/Airport and Bellamy Parking Garage

Responsible Staff Member: John Dickinson, Airport Manager (530) 542-6182

Background: The City issued a Request for Proposal on August 25th, 2023, for custodial services from October 17, 2023, to September 30, 2024, with the ability to extend up to four years, at the sole discretion of the City. This service includes cleaning, disinfecting, and removing the entry/exit snow from City Hall/Airport and Bellamy Parking Garage. The Project was advertised on Planet Bids. Twenty-three prospective responded to the RFP.

Issue and Discussion: The City awarded Building Services CA and NV LLC the contract in 2023 with four possible one-year extensions. The contract is up on September 30th, 2024, and needs to be amended to extend the term for one year for FY 24-25. This contract has a CPI annual increase at 3.2%, with the total contract values as follows:

- City Hall/Airport Custodial Services: $45,072.00
- Bellamy Parking Garage Custodial Services: $52,764.00
- Snow Removal at Bellamy Parking Garage: $4,332.00.
- Contingency: $5,000.00

Financial Implications: The Custodial Contract with Building Services CA and NV LLC will be funded through the Airport Custodial account 501-05120-43023 with an available FY 2024/2025 budget of $50,000 and Parking Garage Operations Contract Services account 520-05320-42025 with an available FY 2024/2025 budget of $100,000. This contract will not exceed $107,168.00 for the new fiscal year.

Environmental Considerations: Execution of this agreement for janitorial services is not a “project” subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity.

Policy Implications: These services will provide the necessary custodial services to keep these two facilities in an acceptable and professional manner.

CITY OF SOUTH LAKE TAHOE

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement between the City of South Lake Tahoe, a municipal corporation ("City"), and Building Services of CA & NV LLV dba Sunwest ("Consultant") is entered into and effective as of the 1st day of October 2024, extending and amending the Professional Services Agreement ("Agreement") dated October 17, 2023.

RECITALS

A. On October 17, 2023, the City entered into the Agreement with Consultant to provide custodial services at the Lake Tahoe Airport and Bellamy Parking Garage.

B. The Parties now desire to alter the Agreement's Term and Compensation to extend the Agreement for one year.

AGREEMENT

Section 2 of the Agreement is hereby amended such that the Term is extended for one year to end on September 30, 2025.

Section 3 and Exhibit B of the Agreement is hereby amended such that the Compensation for FY24-25, beginning on October 1, 2024, is set an amount not to exceed $102,168.00, as set forth on the amended Exhibit B attached hereto.

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: _____
Alfonso Juarez

Business License # 309976

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

CITY SEAL:

LAKE TAHOE airport

August 20th, 2024

Alfonso Juarez
2560 Fieldcrest Dr.
South Lake Tahoe, CA 96150

Re: Professional Services Agreement: Custodial Services

Dear Mr. Juarez,

Please be advised, the 2024-2025 Professional Services Agreement for snow removal has been updated to include the annual CPI increase. The CPI, All Urban, San Francisco-Oakland-Hayward-CA was used as the basis for calculating the adjustment.

The table provided below outlines the calculation and CPI-U index table in the interest of transparency.

Annual CPI for the period ending June 2024	351.064
Less CPI for previous period ending June 2023	340.056
Equals index point change	11.008
Divided by previous 12-month reporting period	340.056
Equals	0.0323
Result multiplied by 100	3.2
Equals percent change=	3.2% increase (rounded three spaces per contract)

If you have any questions or concerns, please do not hesitate to contact the Airport Manager.

Sincerely,

John Dickinson

John Dickinson, C.M.
Airport Manager
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

EXHIBIT B
SCHEDULE OF CHARGES AND TIMELINE

BUDGET		
Description	**Bid Proposal**	**3.2% Annual CPI Increase**
Airport/City Hall 1901 Lisa Maloff Way	$3,640.00/month	$3,756.00month
City Parking Garage Janitorial 1 Bellamy Court	$4,260.50/month	$4,397.00/month
City Parking Garage Snow Removal 1 Bellamy Court	$350/month	$361/month
Hourly Rate for Optional Services	$35.00/hr	$35.00/hr
• **TOTAL ESTIMATED ANNUAL FEES (NOT TO EXCEED**)	$99,006.00	$102,168.00

Cost for Years 2 to 5 will be escalated by CPI each year, including optional hourly rates and therefore, no additional compensation will be allowed. The undersigned has carefully checked all the above figures and understands that the City Council and the City of South Lake Tahoe will not be responsible for any errors or omissions on the part of the undersigned in making this proposal.

SPECIAL CLEANINGS:

AT THE REQUEST OF THE AIRPORT MANAGER THIS CONTRACT CONTAINS Bl-ANNUAL BATHROOM DEEP CLEANING FEE $1,000.00 PER CLEANING. THIS PRICE REFLECTS CLEANING AIRPORT TERMINAL BUILDING/CITY HALL MAIN LEVEL RESTROOMS AND LOWER-LEVEL RESTROOMS TWICE OVER CONTRACT PERIOD.

TOTAL ANNUAL FIXED PRICE:

$2,000.00 starting October 1st, 2024, through September 30, 2025

Notes: Billing to be invoiced Monthly on the 1st of the month starting the 1st of November 2024

The City reserves the right to amend the contract scope *of work at any time during the contract period to respond to the evolving COVID-19 Pandemic. This includes increasing the* scope *of work, changing cleaning schedules,* or *conversely reducing the* scope *of work depending on conditions and/or recommendation from Federal, State* or *County Public Health officials.*

Databases, Tables & Calculators by Subject

Change Output Options: From: 2014 To: 2024 GO

include graphs include annual averages

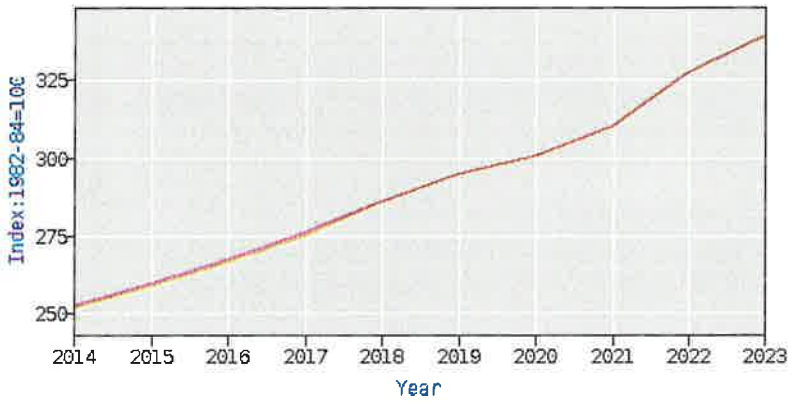
More Formatting Options

Special Notices 4/25/2024

Data extracted on: August 20, 2024 (1:13:55 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURS49BSA0
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
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
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								347.857	

CITY OF SOUTH LAKE TAHOE

CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **17TH** day of **October 2023** by and between the City of South Lake Tahoe, a municipal corporati7on ("City") and **Building Services of CA & NV, LLC. dba: Sunwest** ("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 from **October 17th, 2023, to September 30th, 2024, with the ability to extend up to four (4) additional years, at the sole discretion of the City. This contract will commence on the date the agreement is approved and awarded by City Council. Cost of Years 2 to 5 will be escalated by CPI each year, including optional hourly rates.**

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 **$101,580.00** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

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

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date. Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration.

7. Ownership of Documents. All plans, studies, documents, and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

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

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

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

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

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, or subcontractors hired or retained by Consultant are employees, agents, contractors, or subcontractors of Consultant and not of the City.
City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

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

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

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

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

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

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

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

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance

and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services is 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 such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance

with the laws of the State of California for all 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 insureds under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the

Consultant, including materials, parts or equipment furnished in connection with such work or operations.

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

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

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

If to City:	City of South Lake Tahoe 1901 Lisa Maloff Way South Lake Tahoe, CA 96150
Provide a copy to:	City Attorney's Office 1901 Lisa Maloff Way South Lake Tahoe, CA 96150
If to Consultant:	**Attn:** Alfonzo Juarez, Owner 2560 Fieldcrest Dr. Carson City, NV 89701 **Email**: sunwestca@sbcglobal.net

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By: Cristi Creegan
Cristi Creegan (Nov 15, 2023 15:28 PST)

Cristi Creegan, Mayor

Nov 15, 2023
Date

CONSULTANT:

By: Alfonso Juarez
Alfonso Juarez (Nov 20, 2023 13:42 PST)

Alfonzo Juarez, Owner

Nov 20, 2023
Date

Business License #: 309976

APPROVED AS TO FORM:

By:
Heather Stroud (Nov 15, 2023 14:45 PST)

Heather Stroud, City Attorney

Nov 15, 2023
Date

ATTEST:

By:
Sue Blankenship (Nov 15, 2023 14:35 PST)

Susan Blankenship, City Clerk

Nov 15, 2023
Date

Attachments:

Exhibit A	**Janitorial Agreement Scope of Services**
Exhibit B	**Compensation**
Exhibit C	**Anti-Lobbying Certification**
Exhibit D	**Janitorial Services Agreement Cleaning Schedule**
Exhibit E	**Cleaning Area Location Map**
Exhibit F	**Cleaning Equipment Inventory List**
Exhibit G	**Displaced Janitor Opportunity Act**
Exhibit H	**Payment and Performance Bonds**
Exhibit I	**Proof of Insurance Certificate Documents**
Exhibit J	**Prevailing Wage**

EXHIBIT A

SCOPE OF SERVICES

Re: D. Scope of Work/Implementation

The Building Services Owner did a walkthrough of the airport. It was observed that the bathrooms and public areas need an initial deep cleaning, to bring the airport to the standards the city desires. We are fully committed to doing this initial deep cleaning and maintaining this quality standard throughout the contract period.

Our initial cleaning of the airport will involve deep cleaning of the bathrooms, including walls and edges. Outside of terminal remove cobwebs and clean garbage cans, ashtrays at entry ways.

Upon award of this project, we will assign two employees on rotating schedules to clean the airport terminal and city hall offices. Our working hours will be Monday through Friday 1:00 p.m. to 2:30 p.m. and 8:30 p.m. to 11 p.m., and Saturday and Sunday 7 a.m. to 8 a.m. and 1:00 p.m. to 2:00 p.m. The owner will periodically check work.

If an assigned employee is unavailable, we have more than enough employees to cover the schedule. If this happens to be the supervisor, Alfonso Juarez, the owner will oversee the job.

The employees on this project will do the initial cleaning under direct supervision of our owner or supervisor at both locations. We do this to ensure the employees have a complete understanding of your specific needs.

Upon award of this project, multiple employees on rotating schedules will clean the Bellamy Garage. We will do a thorough cleaning at the onset of this contract, which is much needed. At a minimum a complete walkthrough twice a day to address all the items laid out in the RFP. The owner is also on site at the Village 5 days a week and can address anything on an emergency basis immediately.

The costs as provided in the project budget include Payroll, insurance, bonds, cleaning supplies, and initial deep cleaning of airport. We will be ready to start immediately upon execution of contract. The airport and garage will be cleaned 7 days a week and meet or exceed City requirements.

Re: E. Project Budget

Our estimator broke out the scope of work and determined how many hours were necessary each day, to attain the quality standard you are looking for, in the cleaning of the Airport Terminal/City Hall and the City Garage on Bellamy.

The schedules as provided under D shows that work will be done 7 days a week. We will be utilizing 2 staff members for the airport/city hall and multiple staff for the garage cleaning and for snow removal at garage.

Please see schedules for cleaning details and days of cleaning.

Airport/City Hall Monthly Cost	$3640.00
Bellamy Garage Monthly Cost	$4262.50
Bellamy Garage Snow Removal	$350.00
Hourly Rate for Optional Services	$35.00

Total Annual Not to Exceed Cost for Airport City Hall with Scope of Services Provided:
$43,680.00

Total Annual Not to Exceed Cost for City Parking Garage with Scope of Services Provided:
$51,150

Total Annual Not to Exceed Cost for Garage Snow Removal with Scope of Services Provided: Based on 5 months because of 22/23 winter. Likely will be less.
$1750.00

PROPOSAL PRICING

The undersigned, having become completely familiar with all conditions and specifications affecting this invitation to Proposal as outlined in the proposal SCOPE OF WORK and all other proposal documents attached hereto and incorporated as part of this contract, submit the following proposal:

CITY BUILDING NAME & LOCATION	MONTHLY TOTAL
AIRPORT & CITY HALL 1901 Lisa Maloff Way	$3640.00
CITY PARKING GARAGE JANITORAL 1 Bellamy Court	$4262.50
CITY PARKING GARAGE SNOW REMOVAL 1 Bellamy Court	$350
HOURLY RATE FOR OPTIONAL SERVICES	$35

Cost for Years 2 to 5 will be escalated by CPI each year, including optional hourly rates and therefore, no additional compensation will be allowed. The undersigned has carefully checked all the above figures and understands that the City Council and the City of South Lake Tahoe will not be responsible for any errors or omissions on the part of the undersigned in making this proposal.

Signature	Building Services of CA & NV, LLC Sun West Company Name
Alfonso Juarez Printed Name	309976 Business License Number
Owner/Managing Member Title	9/18/2023 Date

WORKER'S COMPENSTATION CERTIFICATION

City Parking Garage, City Hall/Airport Terminal Janitorial Contract

Proposal No.: 2023-08-21

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:

By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in the State.

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: 9/18/2023

CONTRACTOR'S SIGNATURE:

Signature

Alfonso Juarez

Name

Owner/Partner/Managing Member

Title

(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.)

EXHIBIT B

COMPENSATION

BUDGET	
Site	**Estimate**
Airport/City Hall	$43,680
Bellamy Garage	$51, 150
Bellamy Garage Snow Removal	$1750
Contingency	$5000
Hourly Rate for Optional Services	$35.00/hr

Total (Not to Exceed): $101,580.00

SPECIAL CLEANINGS:

AT THE REQUEST OF THE AIRPORT MANAGER THIS CONTRACT CONTAINS BI-ANNUAL BATHROOM DEEP CLEANING FEE $1,000.00 PER CLEANING. THIS PRICE REFLECTS CLEANING AIRPORT TERMINAL BUILDING/CITY HALL MAIN LEVEL RESTROOMS AND LOWER-LEVEL RESTROOMS TWICE OVER CONTRACT PERIOD.

TOTAL ANNUAL FIXED PRICE:

$2,000.00 starting October 17th, 2023, through September 30, 2024

Notes: Billing to be invoiced Monthly on the 1st of the month starting the 1st of November 2023

The City reserves the right to amend the contract scope *of work at any time during the contract period to respond to the evolving COVID-19 Pandemic. This includes increasing the* scope *of work, changing cleaning schedules,* or *conversely reducing the* scope *of work depending on conditions and/or recommendation from Federal, State* or *County Public Health officials.*

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:

By: Alfonso Juarez
Alfonso Juarez (Nov 20, 2023 13:42 PST)

Alfonso Juarez

Date: Nov 20, 2023

EXHIBIT D

CUSTODIAL SERVICES
FOR
LAKE TAHOE AIRPORT TERMINAL/CITY HALL
AND
BELLAMY GARAGE
CLEANING SCHEDULE

Re: D. Proposed Schedule Airport/City Hall

Area to Clean	SUN	MON	TUES	WED	THURS	FRI	SAT
Cleaning all public restrooms inside the terminal, to include mopping floors, cleaning and sanitizing all restroom fixtures, stocking all paper projects, emptying trash cans, cleaning mirrors, and stocking air fresheners	X	X	X	X	X	X	X
Wipe down chairs in public waiting areas			X				
Emptying all trash bags within receptacles inside and outside terminal	X	X	X	X	X	X	X
Wiping down all trash receptacles in terminal building		X		X		X	
Cleaning trash receptacles located inside and outside the terminal building				X			
Spot clean street level floors, glass surfaces in terminal entry ways, and all public areas of the terminal/city hall to remove salt, dust, and grime from any surface in public areas and restrooms		X	X	X	X	X	
Thoroughly cleaning ground-level glass surfaces in terminal building, entryways, concession space, security checkpoint, and passenger waiting areas in the terminal building				X			
Vacuum all carpeted areas inside the terminal building. (More days as needed)			X		X		
Sweep and mop all public area floors inside the terminal building. (Winter months will be more often due to snow, snowmelt etc).			X		X		
Empty Cigarette cans located outside the terminal building	X	X	X	X	X	X	X
Dusting all surfaces and fixtures inside the airport terminal			X		X		
Clean restroom in Hangar 12	X	X		X		X	X
Cleaning City Administrative Offices on both upper and lower levels, to include vacuuming, emptying all office trash cans			X		X		
Cleaning all office area public restrooms, to include mopping, cleaning, and sanitizing all restroom fixtures, stocking all paper products, cleaning office glass surfaces			X		X		

* Clean light fixtures of dead bugs in all areas (upon request, approx twice per year)

Re: D. Proposed Schedule Bellamy Garage

Area to Clean	SUN	MON	TUES	WED	THUR	FRI	SAT
Provide a minimum of two (2) complete walkthroughs of all Garage Floors, Elevator, Stairs, etc., to perform the following services: Sweep and remove the trash. Wipe down stairwell doors/handles. Clean and sanitize touch surfaces, including the elevator cabin, 4th-floor foyer, glasshouse at the top of the west stairs, etc. Fill and clean sanitizer dispensers adjacent to each kiosk and stairwell access. Remove and dispose of any broken glass or debris from the garage flooring.	X	X	X	X	X	X	X
Pressure wash stairways, around pedestrian pathways at least **once per week, or as necessary** to clean stains or other undesirable materials. Note that during winter months ice may form and the Contractor shall mitigate, and put-up caution signs as required due to conditions.							
Check and clear stairwells before the end of the shift to clear any person sleeping or loitering in the parking garage by calling the CSO officer.	X	X	X	X	X	X	X
Remove graffiti in the parking garage, stairways, etc., **within 48 hours of notification.** In the case of "obscene or hate messages", the contractor must remove the graffiti **as soon as possible**, when notified by the city.							
Snow Removal operation in front of the Parking Garage, along the Bellamy Court sidewalk, and one lane at the entrance and exit to the Garage on Bellamy Court. The snow removal shall be performed when there are more than 3-inches of snow daily as required during the winter season, including holidays and weekends.							

EXHIBIT E

Location of Areas that Require Custodial Services under this Contract

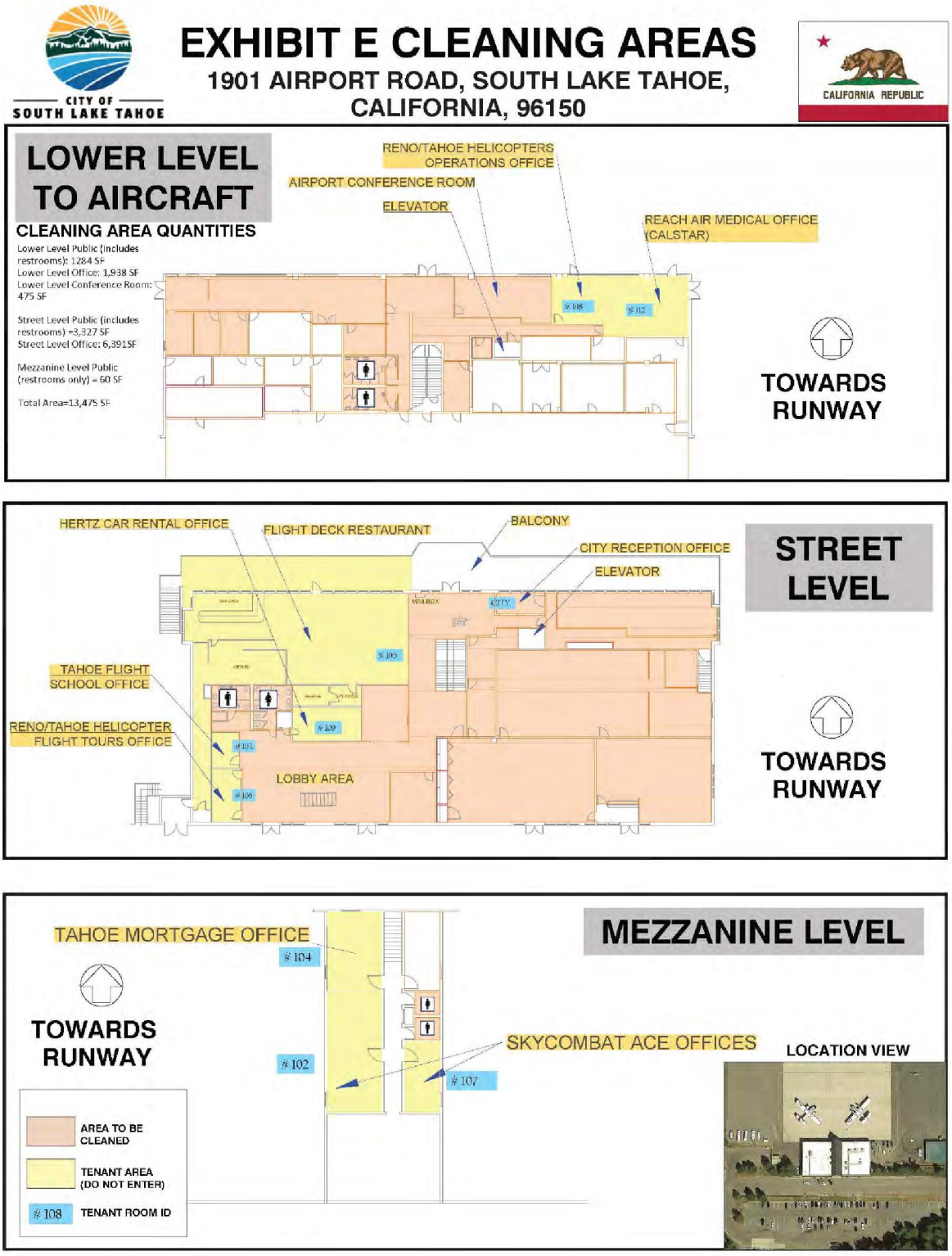


EXHIBIT F

Janitor Equipment List Supplied By
City of South Lake Tahoe

Quantity	Item	Condition
2	Mops and Mop Buckets	Good
2	Small Brooms & Dust Pans	Good
1	Commercial Upright Vacuum Clean	Good
2	Handheld Vacuum	Good
1	Window Washer w/Squeegee	Good
1	Push Dust Broom	Fair
1	Small Squeegee	Good

EXHIBIT G

DISPLACED JANITOR OPPORTUNITY ACT

California Labor Code

Division 2 Employment Regulation and Supervision
Part 3 Privileges and Immunities
Chapter 4.5 Displaced Janitor Opportunity Act

Sections 1060-1065

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the

termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid,
that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

EXHIBIT G

JANITORIAL SERVICES BOND REQUIREMENTS

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE INSURANCE AGENT OR BROKER TO DETERMINE, IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF AN APPARENT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

A. JANITORIAL FIDELITY BOND: Before execution of any Contract entered into by the City, the Contractor shall file with the City, a Janitorial Fidelity Bond. The Contractor shall obtain Fidelity Bonding for all employees performing work under this contract against theft of personal property. Include a copy of bond endorsement affecting such coverage or provide a letter from surety stating that your firm is bondable for the limit required (minimum of $5,000 per occurrence) if awarded the contract. Said bond must be furnished to the City within ten (10) days after notification of award. Such bond shall either name the City as the insured oblige or include an endorsement naming the City as an additional oblige and providing for customary property coverage in favor of the City. If the Contractor does business as an individual, such Blanket Fidelity Bond shall cover himself or herself also as an individual as a protection to the City.

B. UNSATISFACTORY SURETIES: Should any Surety at any time be deemed unsatisfactory by the City notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the City.

C. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY: Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

D. INSUFFICIENCY OF THE BONDS: Should any bond(s) required under this section become insufficient, the Contractor shall renew the bond(s) within ten (10) calendar days after receiving notice from the City of the bond's insufficiency.

E. PROCUREMENT OF BONDS:

1. All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of The United

States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", current on the date of the notice of award.

2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to the City.

F. ATTORNEY-IN-FACT: The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the Surety Company shall attach a notarized copy of their power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

G. HOW BONDS ARE TO BE PAYABLE: All bonds shall be made payable to the City of South Lake Tahoe.

H. SIGNATURES REQUIRED ON BONDS:
1. Each bond required under this section shall incorporate, by reference, the Contract and be signed by both the bidder and the Surety.

2. The signature of the authorized agent of the Surety and the Contractor shall be notarized.

I. COST OF BOND ACQUISITION:
1. The bidder shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.

2. The costs to secure all bonds required under this section shall be included in the Contractor's bid.

Western Surety Company

JANITORIAL SERVICE BOND

Bond No. 69276914

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify James and Millie Russ dba Sunwest Building Services of California of P. O. BOX 9027, SOUTH LAKE TAHOE, CA 96158 (the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being TEN THOUSAND AND NO/100 DOLLARS ($ $10,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 03 day of January, 2002, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS ($100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

Form 1375-2-97

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Obligee or sent by mail. Such date, if the notice be served, shall be not less than ten (10) days after such service, or, if sent by mail, not less than fifteen (15) days after the mailing. The mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by the Surety, shall be not less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to the Obligee the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 12. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligee's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS - NOTICE - PROOF - LEGAL PROCEEDINGS:

SECTION 13. At the earliest practical moment, and at all events not later than fifteen (15) days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four (4) months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twelve (12) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

TEMPORARY EMPLOYEES:

SECTION 14. The Obligee shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such person(s) is/are accompanied by a foreman who is in the regular employ of the Obligee. For purposes of this restriction, any person who works less than the normal working hours established by his employer or otherwise fails to meet the definition of "Employee" above is considered a temporary employee.

EXCLUSIONS:

SECTION 15. This bond does not apply to loss that is an indirect result of any act or loss caused by or involving one (1) or more Employees, whether the result of a single act or series of acts, covered by this insurance including, but not limited to, loss resulting from:

a. The Obligee's inability to realize income that would have been realized had there been no loss covered by this bond.
b. Payment of damages of any type for which the Obligee is legally liable. Compensatory damages arising directly from a covered loss will be paid.
c. Payment of costs, fees, or other expenses incurred by the Obligee in establishing either the existence or the amount of loss under this bond.

This bond does not apply to expenses related to any legal action.

OTHER INSURANCE:

SECTION 16. This bond does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this bond will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the amount of indemnity as stated above.

DATED January 14, 2002

WESTERN SURETY COMPANY

By Stephen T. Pate
President

Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed to read:
Building Services of CA and NV, LLC dba Sunwest

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 20th day of January, 2017, at twelve and one minute o'clock a.m., standard

Attached to and forming part of Bond No. 69276914 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,

Building Services of CA and NV, LLC dba Sunwest

Signed this 20th day of January, 2017.

WESTERN SURETY COMPANY

By _____
Paul T. Bruflat, Vice President

Form 128-1-2015

EXHIBIT I

COPY OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2023

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	CONTACT NAME: Veronica Murguia	
Ferguson-Leavitt Insurance 1662 US Highway 395 N. Ste 101 Lic # 1028838 Minden NV 89423	PHONE (A/C, No, Ext): (775) 782-5489	FAX (A/C, No): (775) 782-3630
	E-MAIL ADDRESS: veronica-murguia@leavitt.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Insurance Company of the West	27847
INSURED Building Services of CA & NV LLC DBA: Sun West PO Box 9027 South Lake Tahoe CA 96158	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WSA506133202	07/01/2023	07/01/2024	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

Proof of Insurance

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2023

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 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	CONTACT NAME: Veronica Vazquez, CISR
California Southwestern Insurance Agency License Number 0443354 25 Orchard, Suite 100 Lake Forest CA 92630	PHONE (A/C, No, Ext): (949)472-6560 FAX (A/C, No): (949)588-8348 E-MAIL ADDRESS: vvazquez@csia-ins.com
INSURED Building Services of CA and NV, LLC DBA Sun West P.O. Box 9027 South Lake Tahoe CA 96158	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Scottsdale Insurance Company 41297 INSURER B: Ohio Security Insurance INSURER C: Evanston Insurance Company 35378 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** GL, AUTO & EXCESS 23-24 **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: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPS7725394	1/30/2023	1/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			BAS57787557	1/30/2023	1/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			EZXS3103745	1/30/2023	1/30/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of South Lake Tahoe it's officers, directors and employees are included as additional insured where required by written contract per the attached endorsement CG 20 38 12 19 with respects to general liability only. Primary & Non-Contributory Wording and Waiver of Subrogation are in favor of the additional insured where required by written contract per the attached endorsements CG 20 01 12 19 and CG 24 04 12 19 with respects to general liability only.

CERTIFICATE HOLDER

City of South Lake Tahoe
1901 Airport Rd
South Lake Tahoe, CA 96150

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

V Vazquez, CISR/VAV

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.;** or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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CPS7725394

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS
UNITED STATES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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EXHIBIT J

Prevailing Wages Required. Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, Consultant, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Consultant must comply with all applicable requirements of the California Labor Code, including, without limitation, all requirements set forth in Division 2, Part 7, Chapter 1. Attention is specifically directed to the following sections of the California Labor Code: Prevailing Wage Requirements (§§ 1771.5 and 1776); Apprentices (§1777.5); Working Hours (§§ 1810 to 1815); Workers' Compensation (§ 1860); and Protection of Workers in Trench Excavations (§§ 6705 and 6707). In accordance with Labor Code section 1771.5, that the Project is subject to monitoring and enforcement by the Department of Industrial Relations pursuant to 8 Cal. Code Reg. §§16450 through 16464, including the obligation to furnish certified payroll records directly to the Division of Labor Standards Enforcement's Compliance Monitoring Unit (CMU), using the CMU's electronic certified payroll reporting (eCPR) system.

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

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

C-224-2023 Custodial Services Agreement for Bellamy Garage and City Hall

Final Audit Report 2023-11-20

Created:	2023-11-15
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkptLcWq4xIPmCAkqEugVrwexn7oAunhi

"C-224-2023 Custodial Services Agreement for Bellamy Garage and City Hall" History

Document created by Michelle Davis (medavis@cityofslt.us)
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Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
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Document emailed to ccreegan@cityofslt.us for signature
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Email viewed by ccreegan@cityofslt.us
2023-11-15 - 11:28:14 PM GMT

Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
2023-11-15 - 11:28:28 PM GMT

Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)
Signature Date: 2023-11-15 - 11:28:30 PM GMT - Time Source: server

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Document e-signed by Alfonso Juarez (sunwestca@sbcglobal.net)
Signature Date: 2023-11-20 - 9:42:50 PM GMT - Time Source: server

Agreement completed.
2023-11-20 - 9:42:50 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:6

Agenda Item: Side Letter to South Lake Tahoe Police Officers' Association Memorandum of Understanding Regarding Sick Leave

Executive Summary: Section 4.4 of the South Lake Tahoe's Police Officers Association (SLTPOA) MOU requires the City to hold discussions with the SLTPOA about sick leave and the sick leave accrual cap. The City of South Lake Tahoe and the South Lake Tahoe Police Officers' Association have met and conferred in good faith and have reached a tentative agreement. The agreement allows for an increase in sick leave accrual from 520 to 1000 hours. Additionally, employees have the option to either convert 100% of the accrued leave to CalPERS service credit upon retirement or to contribute 520 hours into a 401a Retirement Account or Post Employment Health Reimbursement Arrangement (PHRA) and forfeit the rest. This agreement is cost-neutral for the City.

Requested Action / Suggested Motions: Pass Resolution approving a Side Letter with the Police Officers' Association (SLTPOA) to increase sick leave accrual limits to one-thousand (1000) hours and allow conversion of sick leave upon retirement to CalPERS service credit.

Responsible Staff Member: Ember Buckman, Human Resources Manager

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

Attachments:

03 - Sick Leave Side Letter (Exh. A to Reso).pdf
01-Staff Report SLTPOA Sick Leave Side Letter.docx
02-Resolution POA Sick Leave Side Letter.docx

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

Meeting Date: September 10, 2024

Title: South Lake Tahoe Police Officers' Association (SLTPOA) Sick Leave Side Letter

Location: Citywide

Responsible Staff Member: Ember Buckman CGHR-CP, Human Resources Manager

Background: During the 2020-2021 contract negotiations with the Police Officers' Association (SLTPOA), the City of South Lake Tahoe committed to conducting a valuation aimed at evaluating the potential cost of converting sick leave to CalPERS service credit and the consideration of removing the sick leave accrual cap. It was further agreed that the City would meet and confer with the SLTPOA upon completion of the valuation, as stipulated in section 4.4 (Sick Leave Reopener) of the 2021-2023 SLTPOA MOU.

The City employed services of Foster & Foster Actuaries and Consultants firm (formerly Bartel Associates) in 2021 and 2022 to conduct actuarial study of impact of conversion of sick leave to CalPERS service credit. Staff additionally verified calculations internally and confirmed that the proposed modifications to the agreement are fiscally neutral for the City.

Following the completion of the valuation, the SLTPOA approached the City in December 2023 to exercise their right to the meet and confer process regarding Section 4.4 of the SLTPOA MOU. Subsequently, both parties acknowledged a good-faith meeting and conferred, resulting in a tentative agreement. The proposed agreement entails an expansion of sick leave accrual from 520 to 1000 hours. Additionally, it offers the option to convert 100% of the accrued sick leave to CalPERS service credit upon retirement or to allocate 520 hours to a 401a Retirement Account or Post-Employment Health Reimbursement Arrangement, with the forfeiture of the remaining balance.

Issue and Discussion: Action is being requested by the City Council to adopt a resolution approving the SPLTPOA Sick Leave Side Letter.

To complete this process successfully, the terms and conditions proposed herein must be ratified at a public meeting.

Financial Implications: Approving the sick leave side letter of the SLTPOA will not incur additional costs for the city. The changes to the agreement are fiscally neutral and will yield cost savings for the City in the future.

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

Policy Implications: This action is in line with the requirements set forth in the Meyers-Milias-Brown Act.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

September 10, 2024

Approving Sick Leave Side Letter with the South Lake Tahoe Police Officer's Association (SLTPOA)

BACKGROUND

A. During the 2020-2021 contract negotiations with the Police Officers' Association (SLTPOA), the City of South Lake Tahoe committed to conducting a valuation to evaluate the potential cost of converting sick leave to CalPERS service credit and to consider the removal of the sick leave accrual cap. It was also agreed that the City would meet and confer with the SLTPOA upon completion of the valuation, as stipulated in section 4.4 (Sick Leave Reopener) of the 2021-2023 SLTPOA Memorandum of Understanding (MOU).

B. After the completion of the valuation, in accordance with the provisions of the Meyers-Milias-Brown Act (MMBA) of the California Government Code, the City has met and conferred in good faith with representatives of the SLTPOA

C. The agreement entails an expansion of sick leave accrual from 520 to 1000 hours. Additionally, it offers the option to convert 100% of the accrued sick leave to CalPERS service credit upon retirement or to allocate 520 hours to a 401a Retirement Account or Post-Employment Health Reimbursement Arrangement (PHRA), with the forfeiture of the remaining balance.

D. The agreement is fiscally neutral for the City.

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

1. Approve the Sick Leave Side Letter between the City and the South Lake Tahoe Police Officer's Association (SLTPOA), (attached hereto as Exhibit "A"); and

2. Directs the City Manager to take all steps that are proper and necessary to implement this action.

Adopted by the City of South Lake Tahoe City Council on September 10, 2024, 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.

SIDE LETTER
CITY OF SOUTH LAKE TAHOE ("CITY")
AND
SOUTH LAKE TAHOE POLICE OFFICERS' ASSOCIATION (ASSOCIATION)

SIDE LETTER AGREEMENT
TO
OCTOBER 1, 2023 – SEPTEMBER 30, 2026
MEMORANDUM OF UNDERSTANDING (MOU)

WHEREAS, the City of South Lake Tahoe and the South Lake Tahoe Police Officers' Association have met and conferred in good faith, and;

WHEREAS, on May 7th, 2024, the parties agreed to allow for an increase in the sick leave conversion cap upon retirement to one-thousand (1,000) hours.

NOW THEREFORE, the parties agree to the following revisions to Sections 4.1-4.4 of the existing MOU:

4.1 Accrual - Except as otherwise provided for in this section, sick leave will accrue at the rate of eight (8) hours per month for full-time employees and used in accordance with the Personnel Rules. Part-time employees shall accrue sick leave on a prorated basis, given the ratio of the budgeted workweek to full-time status. The maximum amount of sick leave that can be accumulated is one-thousand (1,000) hours.

4.2 Sick Leave Accrual Limit - Employees shall cease to accrue additional sick leave when their accumulated sick leave balance reaches the one-thousand (1,000) hour maximum. Employees will begin accumulating sick leave at the rate specified in 4.1 once their accumulated sick leave drops below one-thousand (1,000) hours. At no time will sick leave accrual exceed the one-thousand (1,000) hour limit.

4.3 Election Upon retirement with Respect to Unused Sick Leave Credit-

a. Plan Default:

If at the time of an employee's retirement there is no alternative employee election on file, 100% of the Unused Sick Leave Credit, to a maximum of the one-thousand (1,000) hours, will be contributed by the City to CalPERS as an automatic sick leave conversion to service credit pursuant to pension contract with the City.

The employee's Unused Sick Leave Credit Value may not be paid to the employee in

cash or in the form of some other taxable benefit.

b. Alternative Employee Election:

An employee may make an alternative election to have sick leave credited towards a PHRA or 401A account. An employee who makes such an election who retires with accumulated and unused sick leave credit shall have such unused sick leave credit, up to a maximum of five hundred twenty (520) hours, converted by the employer into a dollar value based on the employee's then existing "Base Salary." Base salary shall mean an employee's straight time of pay and shall not include overtime, skill pay, or other special salary differential(s)_ or pay (Unused Sick Leave Credit Value). Any hours accumulated beyond five hundred twenty (520) hours shall be forfeited.

The Unused Sick Leave Credit Value will be contributed by the employer to the employee's Post-Employment Health Reimbursement Arrangement (PHRA) or 401A Retirement Account based on the most recent written election of the employee that was provided to the employer for this purpose in a calendar year prior to the calendar year of retirement. Such written election (Election) must be made on a form provided by the employer and will have no effect unless made and delivered to the employer in a calendar year prior to the employee's retirement. All employee elections will be subject to the then applicable Internal Revenue Code or other applicable limits that apply to employer-initiated contributions to such plans. The employee's Election, once made, will become irrevocable for the succeeding calendar year, but may be changed on a timely basis with respect to future calendar years.

The employee's accumulated and unused sick leave may not be paid to the employee in cash or in the form of some other taxable benefit.

SOUTH LAKE TAHOE POLICE OFFICERS ASSOCIATION	CITY OF SOUTH LAKE TAHOE
Jake Herminghaus, President	Cody Bass, Mayor
Stacie Casabian, Labor Consultant	Joe Irvin, City Manager

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:7

Agenda Item: Acceptance of FAA Grant and Award of Contract for Airport Pavement Maintenance to Q & D Construction, LLC

Executive Summary: Lake Tahoe Airport is looking to extend the life of the current pavement through a pavement maintenance grant and local funding. This project will consist of crack seal, seal coat, and paint to help continue the life of the pavement until replacement. The Airport would like to award $899,200.00 to Q and D for this project with a 5% Contingency. The Federal Aviation Administration (FAA), which includes Airport Improvement Program (AIP) money and Infrastructure (BIL) reimbursable amount will be $704,500.00, with the state matching up to 4.5 percent of the AIP money, which will be $9,900.00. Finally, the Airport's total amount out of pocket with contingency will be $426,400.00, which $288,000.00 will be reimbursed after award of future BIL money.

Requested Action / Suggested Motions: (1) Pass a Resolution authorizing the Airport Manager to accept FAA Grants, appropriating Airport Enterprise Funds in the amount not to exceed $426,400.00 for airport pavement maintenance; and (2) Pass a Motion authorizing and directing the Mayor to execute an agreement with Q & D Construction, LLC for Airport Pavement Rehab for $856,300.00, plus a 5% Contingency, in the amount of $42,900.00, with total not-to-exceed amount of $899,200.00.

Responsible Staff Member: John Dickinson, Airport Manager

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

Attachments:

- 02- Resolution Pavement Project
- 03- 2024 TVL AIP Pavement Maintenance Project Q&D Construction Contract Agreement
- 04- TVL AIP 050 Bid Tab Package.pdf
- 01- Staff Report Pavement Rehab

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

Meeting Date: September 10 2024

Title: Acceptance of FAA Grant and Award of Contract for Airport Pavement Maintenance to Q & D Construction, LLC

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

Responsible Staff Member: John Dickinson, Airport Manager

Background: 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. The parallel taxiway, Taxiway A, was initially constructed in 1958, and the last major rehabilitation (overlay) was completed in 1990. The general aviation apron was initially constructed in 1958 and 1974. The apron north of the terminal building was reconstructed in phases from 2010 to 2021. The Pavement Condition Indices (PCIs) for Taxiway A and adjoining taxiway connectors is estimated at 54 (poor), and the PCI for the general aviation apron ranges from 54 to 85 (poor to satisfactory). The current airfield pavements are showing distresses such as alligator cracking, longitudinal cracking, transverse cracking, and joint cracking. Since the reconstruction of Taxiway A and adjoining taxiway connectors is not scheduled for construction until 2030, a pavement maintenance project is recommended to extend the useful life of the airfield pavement sections.

This project will consist of constructing asphalt pavement maintenance activities on parallel Taxiway A, connector taxiways, and the general aviation apron. The proposed maintenance for these asphalt pavement areas includes, but is not limited to, the filling of cracks greater than ¼" in width with crack sealant, most of which are existing and need to be resealed, application of asphalt-based surface treatment, and application of pavement markings. The proposed periodic maintenance will mitigate pavement cracking, provide a surface treatment resistant to UV rays, water, and oxidation, and extend the existing airfield pavement's useful life. The pavement maintenance project was designed by Consultant Woolpert and will be constructed in accordance with current requirements, regulations, rules, policies, grant assurances, and Advisory Circulars (ACs).

Issue and Discussion: The pavement rehab project was advertised on Planet bids on March 20, 2024 after City Council approval to apply for the grants was given on January 9, 2024 by unanimous decision 5-0. The City received Three (3) bids. Bids were opened and publicly read on April 9, 2024 and the lowest responsive and responsible bidder was Q&D Construction, Inc. for $802,400.00 for Base Bid and $137,600.00 for Add Alternate Bid Items. Several areas of the apron and taxiway pavement were removed due to FAA funding.

Upon execution of FAA grant awards, the Lake Tahoe Airport recommends awarding the Construction Contract to Q&D Construction, Inc. for the base bid and bid alternates and accept the federal and

state grant applications for a total contract amount of $856,300.00, plus 5% contingency $42,900.00 for a total amount of $899,200.00.

The Federal Aviation Administration, under Title 49 § 47171, et seq., allows general aviation airports to appropriate 90% Federal share for Airport Improvement Program grants and requires the airport sponsor to contribute a 10% match from a combination of state or local sources. The California Transportation Commission, pursuant to the Public Utilities Code section 21683.1, provides 4.5% of Federal Aviation Administration grants to airports as matching funds, certifying local funding availability of 5.5% of total project costs.

The Airport Manager recommends accepting a grant application from the FAA for $196,900.00 of Non-primary Entitlement of FY 2023/2024 AIP funding, $229,500 of AIG funds (BIL allocation) for FY 2022-2024 and accepting $288,000.00 of AIG funds (BIL allocation) for FY 2025-2026 when available.

Staff also plans to submit and accept a matching grant application to CALTRANS for the update of the Lake Tahoe Airport Pavement Maintenance in the amount of $9,900 (4.5%). The application for federal and state grants has already been approved by the council, as well as the authorization to contract with the Consultant Woolpert for design, bidding, and construction management.

Staff Recommendation:

Pass a Resolution approving and authorizing the Airport Manager to accept all FAA grants (AIP and BIL) for the construction of pavement maintenance project. Also, allow the Airport Manager to accept the Caltrans grant for the same project and award the construction contract to Q&D Construction, Inc. upon execution of all grant funding and budget appropriation.

Financial Implications: This project has been approved by the FAA and is looking for acceptance of award and for authorization of the Finance Director to appropriate the budget in account# 50180050 as follows:

2022-2026 AIP Grants: Lake Tahoe Airport Pavement Maintenance
Project cost: $899,200.00 and $192,000.00 Jviation (budgeted already)
-FAA AIP and BIL=426,400.00
-State= $9,900.00
-Cash Balance Airport= 462,900.00

The Airport will be reimbursed $288,000.00 in future BIL money 25FY,26FY.

Total Airport cost after reimbursement of all monies is $330,900.00

The entire project will be funded by federal, state and Airport Enterprise funds.

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 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

September 10, 2024

Authorizing the Airport Manager to Accept FY 2024 Federal Aviation Administration Airport Improvement Program (AIP) Grant (3-06-0249-0XX-2024) in the amount of $218,800, upon award accept FY 2024 Caltrans AIP Matching Grant for Lake Tahoe Airport in the amount of $9,900, and FY 2023/2024 Federal Aviation Administration Bipartisan Infrastructure Law (BIL) Grant in the amount of $255,000 and Award Construction Contract

BACKGROUND

A. The Airport Manager is requesting to accept a 2024 AIP grant in the amount of $218,800 to fund the Pavement Maintenance Project with the FAA. This project will be funded 90% from the FAA ($196,900) and 4.5 % from Caltrans ($9,900), which will leave the City's contributions at 5.5% ($12,100).

B. The Airport Manager is requesting to accept the 2023/2024 BIL grant in the amount of $255,000 to fund the Pavement Maintenance Project with the FAA. This project will be funded 90% from the FAA ($229,500), which will leave the City's contributions at 10.0% ($25,500).

C. The Airport Manager is requesting to accept the 2025/2026 BIL grant in the amount of $320,000 to fund the Pavement Maintenance Project with the FAA. This project will be funded 90% from the FAA ($288,000), which will leave the City's contributions at 10.0% ($32,000).

D. The Airport Manager requests authority to submit a California Department of Transportation Airport Improvement Program Matching Grant application in the amount of $9,900, execute a grant agreement with the California Department of Transportation Aeronautics Division, accept the allocation of grant funds, and certify the availability of the City's 5.5% share of total AIP project cost matching funds.

E. The California Transportation Commission has adopted the 2024 Aeronautics Program for airport improvement projects and the Federal Aviation Administration San Francisco Airports District Office has accepted the 2024 Lake Tahoe Airport Capital Improvement Program.

F. The California Department of Transportation, pursuant to the Public Utilities Code and California Aid to Airports Program (CAAP) regulations, requires local government approval authorizing the application and certifying the availability of 5.5% total AIP project matching funds and 10.0% total BIL project matching funds, a sum from other than state or federal sources.

G. The Federal Aviation Administration under Title 49 § 47171, et seq. allows for general aviation airports to appropriate a 90% Federal share for Airport Improvement Program and

Bipartisan Infrastructure Law grants and requires the airport sponsor to contribute 10% match from a combination of state or local sources.

H. The Airport Manager recommends that the City of South Lake Tahoe, California submit an application for South Lake Tahoe Airport Pavement Maintenance Project, which is included in the 2024 Caltrans Aeronautics Program and 2024 FAA Airport Capital Improvement Plan at the Lake Tahoe Airport.

I. The pavement rehab project was advertised on Planet bids on March 20, 2024. The city received Three (3) bids. Bids were opened and publicly read on April 9, 2024 and the lowest responsive and responsible bidder was Q&D Construction, Inc. for $802,400.00 for Base Bid and $137,600.00 for Add Alternate Bid Items. Several areas of the apron and taxiway pavement were removed from the project since bid due to the availability of FAA funding. Upon execution of grant awards, the Lake Tahoe Airport recommends award the Construction Contract to Q&D Construction, Inc. for the base bid and bid alternates and accept the federal and state grant applications for a total contract amount of $856,300.00, plus 5% contingency in the amount of $42,900.00, for a total of $899,200.00.

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

1. Authorizes the Airport Manager to accept the allocation of Airport Improvement Plan and Bipartisan Infrastructure Law funds for the Project at the Lake Tahoe Airport not to exceed $426,400.00.

2. Authorizes the Airport Manager to accept the allocation of State AIP Matching funds for the project in the amount of not to exceed $9,900.00 and Authorizes execution of an AIP Matching Grant Agreement for this project.

3. Authorizes the Airport Manager to sign any documents required to apply for and accept these subject funds on behalf of the City of South Lake Tahoe.

4. Authorizes the Finance Director to appropriate the budget in account 301 80035 as follows:
   33112 FAA Revenue: $426,400
   33214 State DOT Match: $9,900
   Transfer in from Airport Cash Balance: $462,900
   48030 Construction Expense: $899,200

5. City's Match of 5.5% for AIP and Other Cost, not to exceed $462,900.00 will be fronted by the Airport Cash Balance until reimbursement from the FAA BIL Allocation of $288,000 in FY2025 and FY2026 is awarded.

Adopted by the City of South Lake Tahoe City Council on September 10, 2024 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.

AGREEMENT

DOCUMENT 00500 - AGREEMENT

City Of South Lake Tahoe

DEPARTMENT OF PUBLIC WORKS

AGREEMENT

for

2024 TVL AIP PAVEMENT MAINTENANCE PROJECT
PWC NO. 50180050-BN1
CITY BID NO. AIRPORT03202024
FEDERAL AID PROJECT NO. 3-06-0249-050-2023

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and Q&D Construction LLC, 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 **2024 TVL AIP PAVEMENT MAINTENANCE PROJECT**, as required pursuant to the Contract Documents.

ARTICLE 2 — COMMENCEMENT AND COMPLETION

The Work to be performed under this Agreement shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents to achieve Final Completion of the Work (as defined at Section 9.9 Special Provisions) within **15 working days** after the date commencement of the Work is authorized as set forth in the Notice to Proceed (the "Contract Time"). ***No grading or excavation or other land disturbance will be allowed between October 15th and May 1st; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Bid Documents.***

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, and pursuant to the Contract Documents, the City and the Contractor agree that as liquidated damages (but not as a penalty), the Contractor shall pay the City the sum of $2,500.00 for each working day in Schedule I and II and the sum of $5,000.00 for each working day in Schedule III beyond that portion of the Contract Time for each schedule and phase as set forth in Document 01400 Section 80-08 within which the Bidder is required to achieve Final Completion as set forth in Document 00100, Article 1.04.A.1 and the Document 01400, Section 80-08.

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 one thousand dollars ($1,000.00), the amount set forth by Contractor in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (i.e., payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project. Delay costs that may arise from Compensable Delay, if any, beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

ARTICLE 3 — CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept, in current funds for the performance of the Work pursuant to the Contract Documents, the Contract Sum for the completion of the Work in accordance with the Contract Documents as follows:

Base Bid Schedule I (Federal): Taxiway A Pavement Maintenance						
Item No.	Spec. No.	Description	Unit of Measure	Est. Qty	Unit Cost ($)	Total Cost ($)
1	C-105a	Mobilization (10% Max)	LS	1	39,356.25	39,356.25
2	P-605a	Reseal Existing Crack Seal	LF	85,000	2.75	233,750.00
3	P-605b	Routed Crack Seal	LF	5,000	9.50	47,500.00
4	P-608a	Asphalt Seal Coat Without Sand	SY	61,000	1.50	91,500.00
5	P-620b	Permanent Pavement Markings	SF	20,500	1.65	33,825.00

Base Bid Schedule II (Federal): General Aviation Apron Pavement Maintenance						
Item No.	Spec. No.	Description	Unit of Measure	Est. Qty	Unit Cost ($)	Total Cost ($)
1	C-105a	Mobilization (10% Max)	LS	1	30,000.00	30,000.00
2	P-605a	Reseal Existing Crack Seal	LF	30,000	2.50	75,000.00
3	P-605b	Routed Crack Seal	LF	2,500	9.50	23,750.00
4	P-608a	Asphalt Seal Coat Without Sand	SY	35,000	1.50	52,500.00
5	P-620a	Temporary Pavement Markings	SF	2,000	1.40	2,800.00
6	P-620b	Permanent Pavement Markings	SF	4,000	1.40	5,600.00
7	P-620c	Surface Preparation (Obliteration)	SF	705	16.75	11,808.75

Add Bid Alternate Schedule III (Non-Federal): Taxiways B, E, F, H, J, and K Pavement Maintenance						
Item No.	Spec. No.	Description	Unit of Measure	Est. Qty	Unit Cost ($)	Total Cost ($)
1	C-105a	Mobilization (10% Max)	LS	1	5,000.00	5,000.00
2	P-605a	Reseal Existing Crack Seal	LF	20,000	2.50	50,000.00
3	P-605b	Routed Crack Seal	LF	5,000	9.50	47,500.00
4	P-608a	Asphalt Seal Coat Without Sand	SY	19,500	1.50	29,250.00
5	P-620b	Permanent Pavement Markings	SF	9,400	1.40	13,160.00

Add Bid Alternate Schedule IV (Non-Federal): Procurement of Lighted Runway Closure Marker						
Item No.	Spec. No.	Description	Unit of Measure	Est. Qty	Unit Cost ($)	Total Cost ($)
1	C-105b	Lighted Runway Closure Marker (Purchase and Transfer of Ownership to Airport and Final Fuel)	EA	2	32,000.00	64,000.00

TOTAL BASE BID (SCHEDULES I AND II) AND ADDED BID ALTERNATES (SCHEDULES III AND IV) AND 5% CONTINGENCY CONTRACT SUM $ 899,200.00.

For the Total Contract Sum of **EIGHT HUNDRED AND NINETY NINE THOUSAND, ONE HUNDRED AND FIFTEEN 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) Buy American Certification (Document 00476)

(s) Certificate of Buy American Compliance-Manufactured Product (Document 00477)

(t) Buy American Waiver Request (Document 00478)

(u) Buy American Conformance Listing (Document 00479)

(v) Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions (Document 00490)

(w) Agreement (Document 00500);

(x) Payment Bond Form (Document 00610);

(y) Performance Bond Form (Document 00620);

(z) Sample Escrow Agreement for Security Deposits In Lieu of Retention (Document 00630);

(aa) Warranty/Guaranty Form (Document 00635);

(bb) Acknowledgment of City Code (Document 00640);

(cc) Bid Document Certification (Document 00650);

(dd) 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);

(ee) Construction Progress Documentation (Document 01300);

(ff) General Provisions (FAA) (Document 01400);

(gg) Special Provisions (Document 01500)

(hh) Construction Safety and Phasing Plan (CSPP) (Appendix A)

(ii) Wage Rates (Appendix B)

(jj) Technical Specifications (Appendix C)

(kk) Contract Drawings;

(ll) Addenda (numbers 1 to 6, inclusive); and

(mm) Permits from other agencies as 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.
- Payment Bond & Performance Bond as Exhibit D.

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 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:	**Notices required to be given to Contractor:**
Airport Manager	Q&D Construction LLC
Lake Tahoe Airport	
1901 Lisa Maloff Way, Suite 100	P.O. BOX 10865, Reno, NV 89510
South Lake Tahoe, CA 96150-7004	

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,
State of California

Contractor: Q&D Construction LLC

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

Exhibit A

Contractor's Accepted Bid

Q&D CONSTRUCTION
est. 1964

CONSENT OF MANAGER
OF Q&D CONSTRUCTION LLC

The undersigned, Lance Semenko ("Manager"), in his capacity as the sole Manager of Q&D Construction LLC, a Nevada limited liability company (the "Company"), hereby consents to the following resolutions and actions of the Company:

WHEREAS, Section 5.6 and Section 5.7 of the Company's Revised and Restated Operating Agreement, dated January 31, 2018, as amended by that certain First Amendment to the Revised and Restated Operating Agreement of the Company, dated January 1, 2023 (collectively, the "Operating Agreement"), provides that the Manager may authorize by written action any person to enter into and perform any agreement on behalf of the Company, subject to the other limitations set forth the Operating Agreement.

WHEREAS, the Manager believes it is in the best interests of the Company to authorize certain persons to execute certain agreements on behalf of the Company.

NOW THEREFORE, it is hereby:

RESOLVED, that the Manager hereby authorizes Lance Semenko, Duane Boreham, Jeff Bean, and Kevin Linderman to execute RFP's, RFQ's, Bid Proposal Forms, Bid Bonds, Preconstruction Contracts, Construction Contracts, Owner Agreements, Performance and Payment Bonds and any subsequent documents and agreements related thereto, on behalf of the Company.

IN WITNESS WHEREOF, the undersigned Manager adopts, ratifies, and approves the forgoing resolution as an action of the Company.

Effective January 1, 2024

Lance Semenko, Manager

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

Q&D CONSTRUCTION LLC

License Number 427988

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C-8 - CONCRETE
D06 - CONCRETE RELATED SERVICES

Witness my hand and seal this day,

December 20, 2019

Issued September 10, 1982

Reissued September 11, 2018

Johnny Simpson, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 143668
AUDIT NO: 687714

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

Q&D CONSTRUCTION LLC

License Number 427988

to engage in the business or act in the capacity of a contractor in the following classifications:

C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

December 20, 2019

Issued September 10, 1982

Reissued September 11, 2018

Johnny Simpson, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 143868
AUDIT NO: 687715

Contractor Information

Legal Entity Name
Q&D CONSTRUCTION LLC
Legal Entity Type
LLC
Status
Active
Registration Number
1000061144
Registration effective date
07/01/23
Registration expiration date
06/30/24
Mailing Address
PO BOX 10865 RENO 89510 NV United States of America
Physical Address
1050 S 21ST STREET SPARKS 89431 NV United States of ...
Email Address
ksalitrero@qdconstruction.com
Trade Name/DBA
License Number (s)
CSLB:427988
CSLB:427988

Registration History

Effective Date	Expiration Date
10/01/18	06/30/19
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23
07/01/23	06/30/24

Legal Entity Information

Corporation Entity Number: 201818010177
Federal Employment Identification Number: 880101010

Member name(s):
Member Legal Name: Lance Semenko
Member Legal Entity Type: LLC

Agent for service:
Agent of Service Name: CT Corporation System
Agent of Service Mailing Address: 808 W Seventh, 2nd Floor Los Angeles 90017 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Self Insured
Workers' Compensation Cert/Policy Number: MWC31654623
Workers' Compensation Certification Date: 05/31/23

California Environmental Protection Agency

Air Resources Board

January 1, 2024

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

Q&D CONSTRUCTION LLC

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 2/28/2025**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1265

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

ADDENDUM 1

TVL Pavement Maintenance (Seal Coat/Crack Seal/Pavement Markings)

FORMAL BID No. AIRPORT03202024

Amend RFB Question and Answers:

Response to this RFB Question and Answers is due on or before **04/05/2024** no later than 5:00 p.m. (Pacific Time), electronically via Planet Bids. Responses received after the deadline will not be accepted; there are no exceptions.

End of Addendum 1

ADDENDUM 2

TVL Pavement Maintenance (Seal Coat/Crack Seal/Pavement Markings)

FORMAL BID No. AIRPORT03202024

Amend Special Provisions Part C – Airport Requirements Item 11 Sales and Use Tax in Document 01500 Page 334:

11. SALES AND USE TAXES:

Construction and building materials sold to the contractors and subcontractors for use on public works owned by City of South Lake Tahoe, are **not exempt** from State Sales and Use Taxes.

End of Addendum 2

ADDENDUM 3

TVL Pavement Maintenance (Seal Coat/Crack Seal/Pavement Markings)

FORMAL BID No. AIRPORT03202024

Pre-Bid Meeting Agenda and Sign-In Sheet (Attached)

End of Addendum 3

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

BID PROPOSAL TO THE CITY OF SOUTH LAKE TAHOE

DOCUMENT 00400 – BID PROPOSAL

LAKE TAHOE AIRPORT
PAVEMENT MAINTENANCE
PUBLIC WORKS CONTRACT NO. 50180050-BN1
CITY FORMAL BID NO. AIRPORT031202024
FEDERAL AID PROJECT NO. 3-06-0249-050-2023

NAME OF BIDDER Q&D Construction LLC

BUSINESS P.O. BOX 10865, Reno, NV 89510

BUSINESS STREET ADDRESS 1050 S. 21st Street

CITY, STATE, ZIP Sparks, NV 89431

TELEPHONE NO: (775) 786-2677 FAX NO: (775) 786-5136

CONTRACTOR LICENSE NO. 427988

THIS BID PROPOSAL IS SUBMITTED TO THE CITY ON April 11 , 20 24

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 applicable.

2.0 BIDDER ACCEPTANCE OF TERMS AND CONDITIONS

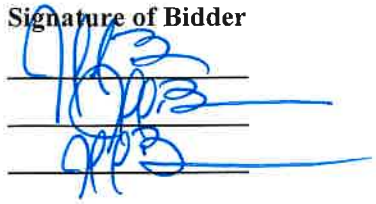
The undersigned Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bidder agrees that its Bid will remain open and subject to acceptance for at least one hundred twenty (120) calendar days after the Bid opening, or for such longer period of time that City and Bidder may agree to in writing.

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	3/20/2024	
2	3/28/2024	
3	3/28/2024	



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

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
4	4/1/2024	
5	4/2/2024	
6	4/5/2024	

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 SCHEDULE

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 (Schedules I and II) 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 Bid Alternate Price is the sum total of all required bid amounts for Schedule III, if awarded, and Schedule IV, if awarded. All, one of, or none of the Bid Alternate Schedules may be awarded dependent on funding.

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 (Article 4.1) plus any awarded Bid Alternate Schedules.**

BASE BID SCHEDULE

1. TAXIWAY A PAVEMENT MAINTENANCE - SCHEDULE I (FEDERAL)

Item No.	Description	Unit of Measure	Est.Qty	Unit Cost	Total Cost
1	Mobilization (10% Max)	LS	1	39,356.25	39,356.25
2	Reseal Existing Crack Seal	LF	85,000	2.75	233,750.00
3	Routed Crack Seal	LF	5,000	9.50	47,500.00
4	Asphalt Seal Coat Without Sand	SY	61,000	1.50	91,500.00
5	Permanent Pavement Markings	SF	20,500	1.65	33,825.00

BID ITEMS I (Item Nos. 1 through 5): $ 445,931.25

BID ITEMS I PRICE (in words): Four hundred forty five thousand nine hundred thirty one ~~thousand~~ dollars & twenty five cents

2. GENERAL AVIATION APRON AND TAXIWAYS E, F, AND G PAVEMENT MAINTENANCE - SCHEDULE II (FEDERAL)

Item No.	Description	Unit of Measure	Est.Qty	Unit Cost	Total Cost
1	Mobilization (10% Max)	LS	1	30,000.00	30,000.00
2	Reseal Existing Crack Seal	LF	50,000	2.50	125,000.00
3	Routed Crack Seal	LF	7,500	9.50	71,250.00
4	Asphalt Seal Coat Without Sand	SY	65,500	1.50	98,250.00
5	Temporary Pavement Markings	SF	5,400	1.40	7,560.00
6	Permanent Pavement Markings	SF	9,000	1.40	12,600.00
7	Surface Preparation (Obliteration)	SF	705	16.75	11,808.75

BID ITEMS II (Item Nos. 1 through 7): $ 356,468.75

BID ITEMS II PRICE (in words): Three hundred fifty six thousand four hundred sixty eight dollars & seventy five cents

BID ALTERNATE SCHEDULE

3. TAXIWAYS B, H, J, AND K PAVEMENT MAINTENANCE - SCHEDULE III (NON-FEDERAL)

Item No.	Description	Unit of Measure	Est.Qty	Unit Cost	Total Cost
1	Mobilization (10% Max)	LS	1	5,000.00	5,000.00
2	Reseal Existing Crack Seal	LF	10,000	2.50	25,000.00
3	Routed Crack Seal	LF	2,500	9.50	23,750.00
4	Asphalt Seal Coat Without Sand	SY	9,500	1.50	14,250.00
5	Permanent Pavement Markings	SF	4,000	1.40	5,600.00

BID ITEMS III (Item Nos. 1 through 5): $ 73,600.00

BID ITEMS III PRICE (in words): Seventy three thousand six hundred dollars & zero cents

4. PROCUREMENT OF LIGHTED RUNWAY CLOSURE MARKER - SCHEDULE IV (NON-FEDERAL)

Item No.	Description	Unit of Measure	Est.Qty	Unit Cost	Total Cost
1	Lighted Runway Closure Marker (Purchase and Transfer of Ownership to Airport and Final Fuel)	EA	2	32,000.00	64,000.00

BID ITEMS IV (Item No. 1): $ 64,000.00

BID ITEMS IV PRICE (in words): Sixty four thousand dollars & Zero cents

TOTAL – SUM OF BASE BID (SCHEDULES I AND II): $ 802,400.00

TOTAL – SUM OF BASE BID (SCHEDULES I AND II) IN WORDS: Eight hundred two thousand four hundred dollars & zero cents

TOTAL – SUM OF ALTERNATE BID (SCHEDULE III): $ 73,600.00

TOTAL – SUM OF ALTERNATE BID (SCHEDULE III) (in words): Seventy three thousand six hundred dollars & zero cents

TOTAL – SUM OF ALTERNATE BID (SCHEDULE IV): $ 64,000.00

TOTAL – SUM OF ALTERNATE BID (SCHEDULE IV) (in words): Sixty four thousand dollars & 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", "Bid Alternate Schedule Price" listed and the actual sum of all item total prices, the individual item totals will prevail and the "Base Bid Schedule Price", and " Bid Alternate 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.

4.1 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 (Schedule I and II) 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) <u>DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAY FOR CONTRACTOR AND ALL SUBCONTRACTORS/SUPPLIERS</u> (include the amount in words as well as numbers):

$ 1,000.00 **per calendar day (amount).**

One thousand dollars and zero cents **(words).**

(2) <u>DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAY FOR CONTRACTOR AND ALL SUBCONTRACTORS/SUPPLIERS MULTIPLIED BY 60</u> (include the amount in words as well as numbers):

Daily Amount (above): $ 1,000.00 **x 60 calendar days = $** 60,000.00 **(amount)**

Sixty thousand 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.

4.2 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 Schedules I and II (Federal) Price" (Article 4.1)** plus **"Daily Rate of Compensation for Compensable Delay for Contractor and All Subcontractors/Suppliers Multiplied by 60" (Article 4.2(2))** = **"Total Base Bid".**

TOTAL BASE BID PRICE:

$ 862,400.00 **(amount)**

TOTAL BASE BID PRICE (in words): Eight hundred sixty two thousand four hundred dollars & zero cents.

In the event the addition of the "Base Bid Schedule (Schedules I and II) 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).

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.

5.0 BID ALTERNATE ITEMS

The Base Bid includes Schedules I and II (Federal). Bid Schedules Alternatives consist of Schedule III and IV to be awarded at the City's sole discretion. It is the intention of the City to award the contract to the bidder submitting the lowest responsible and responsive bid (based on unit prices and estimated quantities) within the funds available for work included in the **Base Bid which is a combination of Schedules I and II (Federal)**. Depending on fund availability, the County may choose to award the **Bid Alternate Schedule III, and/or Bid Alternate Schedule**

IV as well. Bidders must offer pricing on all items in all Schedules and Bid Alternate Schedules. The project award is contingent on the availability of funding.

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 the Contract Documents 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	
00420	Designation of Subcontractors	
00423	Verification of DIR Compliance	
00424	CARB CRC Compliance	
00425	Self-Performance Declaration	
	(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	
00432	Non-Collusion Declaration	
00435	Worker's Compensation Certification	
00440	Business and Professions Code Sections 7028.15 and 7031 Statement	
00450	Bidder's Statement of Financial Responsibility, Technical Ability and Experience	
00460	Equal Employment Opportunity Certification	
00465	Non-Lobbying Certification	
00466	Disclosure of Lobbying Activities	
00471	Construction Contract DBE Commitment	
	(If not submitted with the Bid, Document 00471 shall be submitted no later than 4:00 p.m. on the 5th calendar 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 no later than 4:00p.m. on the 5th calendar days after bid opening.)	
00476	Buy American Certification	
00477	Certificate of Buy American Compliance for Manufactured Products	
00478	Buy American Waiver Request	
00479	Buy American Conformance Listing	
00490	Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Conviction	
00635	Warranty/Guaranty Form	
00640	Acknowledgment of City Code	
00650	Bid Document Certification (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 ("Local Agency Bidder"), 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. 427988 ;Class A, B, C-8, C-61/D06, C12; Expiration Date: 9/30/2024 ; Bidder has contracted under this license number for 6 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: Q&D Construction LLC (SEAL)

By: _____

(Signature of general partner or member -- attach evidence of authority to sign)

Name (typed or printed): Jeff Bean

Business address: 1050 S. 21st Street, Sparks, NV 89431

Phone Number: (775) 786-2677 FAX Number: (775) 786-5136

Email Address of Authorized Representative: jbean@qdconstruction.com

A Corporation:

Corporation Name: N/A

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Date of Qualification to do business is _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

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: _____

(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: 4/9/2024

Sign Here

Jeff Bean

President - Heavy/Civil

Signature and Title of Bidder's Authorized Representative

END OF DOCUMENT 00400

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT
BIDDER'S BOND

DOCUMENT 00410 – BIDDER'S BOND

WHEREAS, we, Q & D Construction LLC as Principal, and Western Surety Company 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: **Pavement Maintenance** Lake Tahoe Airport Pavement Maintenance Public Works Contract No. 50180050-BN1/ Formal Bid No. AIRPORT03202024/Federal Aid Project No. 3-06-0249-050-2023

for which Bids are to be opened on April 11, 2024, 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 (120) 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 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' fee 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 5th day of April, 2024.

PRINCIPAL: Q & D Construction LLC

Signature

Jeff Bean
Name

President - Heavy/Civil
Title

1050 S 21st St., Sparks, NV 89431
Address

SURETY: Western Surety Company

Signature

Andrea Cantlon
Name

Attorney-In-Fact
Title

151 N. Franklin St., Chicago, IL 60606
Address

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF Nevada)
COUNTY OF Washoe) ss.
)

On April 5, 2024, before me, the undersigned, a Notary Public in and for the State, personally appeared Andrea Cantlon, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL) SHELLY DEMARAY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 22-8289-02 - Expires January 10, 2026

Shelly Demaray

Notary Public for the State of Nevada.

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00410

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Peter Kitowski, Carey Morgan, Shelly Demaray, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of April, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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)
31.2%	Sierra Nevada Construction Inc.	593393	Sparks, NV	Y	N

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: 4/9/2024 Bidder's Signature: _____

Bidder's Name and Title (Print): Jeff Bean President - Heavy/Civil

END OF DOCUMENT 00420

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

VERIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIR REGISTRATION

DOCUMENT 00423 – VERIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIR REGISTRATION

I am the President - Heavy/Civil (Title/Position) of Q&D Construction LLC (Bidder Name) ("Bidder")

Submitting the accompanying Bid Proposal for the Work described as **Pavement Maintenance**

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: 1000061144. The expiration date of the Bidder's DIR Registration is June 30, 20 24.
3. 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.
4. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List is a DIR registration contractor.
5. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
6. 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.
7. 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.
8. 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 9th day of April, 2024 at Sparks, NV (City and State).

Signature: _____ Name (typed or printed): Jeff Bean

END OF DOCUMENT 00423

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

CALIFORNIA AIR QUALITY CONTROL BOARD (CARB) CERTIFICATE OF REPORTED COMPLIANCE (CRC)

DOCUMENT 00424 – CARB CERTIFICATES OF REPORTED COMPLIANCE

I am the President (Title/Position) of Q&D Construction LLC (Bidder Company Name) ("Bidder")

Submitting the accompanying Bid Proposal for the Work described as **Pavement Maintenance**

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/are causes 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 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 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 9th day of April, 2024 at Sparks, NV (City and State).

Signature: _____ Name (typed or printed): Jeff Bean

END OF DOCUMENT 00424

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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: 4/9/2024 Bidder's Signature: _____

Bidder's Name and Title (Print): Jeff Bean

END OF DOCUMENT 00425

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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 ____✓____

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

N/A

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 ____✓____

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

N/A

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 Q&D Construction LLC) certifies to the best of his or her knowledge and belief, that the President - Heavy/Civil, 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: 4/9/2024 Bidder's Signature: _____

Bidder's Name and Title (Print): Jeff Bean President - Heavy/Civil

END OF DOCUMENT 00430

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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 - Heavy/Civil **[TITLE]** of Q&D Construction LLC **[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 4/9/2024 **[DATE]**, at Sparks **[CITY]**, Nevada **[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: 4/9/2024

Bidder's Signature: _____

Bidder's Name and Title (Print): Jeff Bean President - Heavy/Civil

END OF DOCUMENT 00432

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

WORKER'S COMPENSATION CERTIFICATION

DOCUMENT 00435 – CONTRACTOR'S WORKERS COMPENSATION CERTIFICATION

PROJECT NAME: **PAVEMENT MAINTENANCE**

PROJECT NO.: **PWC NO. 50180050-BN1** **AIP No.: 3-06-0249-050-2023**

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: 4/9/2024

CONTRACTOR'S SIGNATURE:

_____
Signature

Jeff Bean
Name

President - Heavy/Civil
Title

_____

(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
LAKE TAHOE AIRPORT

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. 427988, Classification(s) A - General Engineering, B - General Building C-8 - Concrete, C-61/D06 - Concrete Related Services C12 - Earthwork and Paving 9/30/2024

Expiration Date 9/30/2024

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: 4/9/2024 Bidder's Signature: _____

Bidder's Name and Title (Print): Jeff Bean President - Heavy/Civil

END OF DOCUMENT 00440

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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.]

Oroville Municipal Airport Crack Seal Runway 2-20	$380,972.50	Damon Brandley (916) 652-4725	Crack seal & remark runway
Silver Springs Airport Improvements	$1,078,935.00	Nadine Burgard (775) 346-3010	Reconfiguration & expansion
Truckee Airport Taxiways A (West), B, C, D, E, L	$3,686,000.00	Damon Brandley (916) 652-4725	Reconstruct taxiways
Fallon Municipal Airport - Rehabilitate Airport Pavement	$589,000.00	Brian Fitzgerald (775) 848-4252	Crack seal, seal coat and stripe airport pavement
Watsonville Airport Crack Seal, Slurry seal & Remarkings	$728,220.00	Damon Brandley (916) 652-4725	Seal runway cracks, seal coat runway & remarkings
Carson City Airport Rehab Taxiways Taxilanes & Access Road	$372,289.52	Brian Fitzgerald (775) 848-4252	Taxiway rehabilitation

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: 4/9/2024 Bidder's Signature: _____

Bidder's Name and Title (Print): Jeff Bean President - Heavy/Civil

END OF DOCUMENT 00450

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

DOCUMENT 00460 – EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Q&D Construction LLC, inclusive of its proposed subcontractor(s), as appropriate, hereby certifies as follows:

- Bidder/proposed subcontractor(s) have ✓, 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 ✓, 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 ✓, 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

Jeff Bean
Name

President - Heavy/Civil
Title

END OF DOCUMENT 00460

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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

Jeff Bean
Name

President - Heavy/Civil
Title

END OF DOCUMENT 00465

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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:

N/A

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 semi-annually 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: Jeff Bean

Print Name: Jeff Bean

Title: President - Heavy/Civil

Telephone No.: (775) 786-2677 Date: 4/9/2024

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

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)

DOCUMENT 00471 – CONSTRUCTION CONTRACT DBE COMMITMENT

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of South Lake Tahoe Department of Public Works
2. Contract DBE Goal: 1.54%
3. Project Description: Rehabilitation of general aviation apron, parallel taxiway, and taxiway connector, including , seal coat, crack seal, and pavement marking.
4. Project Location: South Lake Tahoe, CA
5. Bidder's Name: Q&D Construction LLC
6. Prime Certified DBE: ☐
7. Bid Amount: $802,400.- + $60,000.- = $862,400.00
8. Total Dollar Amount for **ALL** Subcontractors:
9. Total Number of **ALL** Subcontractors:

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
2, 3, 4	Provide Construction Related Materials	40197	K&K Construction Supply, Inc. 11400 White Rock Rd. Rancho Cordova, CA 95742 Tracy Loveland (916) 851-0965	$20,000.00

Local Agency to Complete this Section

21. Local Agency Contract Number:
22. Federal-Aid Project Number:
23. Bid Opening Date:
24. Contract Award Date:

15. TOTAL CLAIMED DBE PARTICIPATION

$20,000.00

2.31 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative's Signature	26. Date	16. Preparer's Signature	17. Date
		Jeff Bean	4/9/2024
27. Local Agency Representative's Name	28. Phone	18. Preparer's Name	19. Phone
		President - Heavy/Civil	(775) 786-2677
29. Local Agency Representative's Title		20. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654- 3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

END OF DOCUMENT 00471

CONSTRUCTION SUPPLY, INC.
11400 White Rock Road
Rancho Cordova, CA 95742
Phone - (916) 851-0965

April 8, 2024

Q&D Construction, LLC.
1050 S. 21st Street
Sparks, NV
775-302-6495

Re: DBE Commitment Letter – Tahoe Valley Airport

Attn: Marc Leone,

K&K Construction Supply, Inc. 11400 White Rock Road, Rancho Cordova, CA, is a certified DBE in the State of California. Our DBE Certification number is 40197. K&K Construction Supply, Inc. will provide construction-related materials, equipment, and signage for the Tahoe Valley Airport. The total DBE contribution for this project will be $20,000. We are committed to providing the stated materials to Q&D for this project.

If you have any questions or comments, please do not hesitate to contact me.

Tracy Loveland
tracy@kkconstructionsupply.com
President
916-804-4631 Cell
916-851-0965 Office

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

DBE INFORMATION - GOOD FAITH EFFORTS

DOCUMENT 00475 - DBE INFORMATION – GOOD FAITH EFFORTS

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. 3-06-0249-050-2023 Bid Opening Date 4/11/2024

The City of South Lake Tahoe established a Disadvantaged Business Enterprise (DBE) goal of 1.54% Race-Neutral for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
DBE goal was exceeded	

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
DBE goal was exceeded		

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
DBE goal was exceeded				

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

DBE goal was exceeded

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

DBE goal was exceeded

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

DBE goal was exceeded

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
DBE goal was exceeded		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

DBE goal was exceeded

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

END OF DOCUMENT 00475

BUY AMERICA CERTIFICATION
(Title 49 U.S.C. Section 50101)

Project name: Pavement Maintenance
Airport name: Lake Tahoe Airport
AIP number: 3-06-0249-050-2023

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

(a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -

(1) Applying subsection (a) would be inconsistent with the public interest;

(2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107,and 48110) of this title –

A. The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components of the facility or equipment; and

B. Final assembly of the facility or equipment has occurred in the United States; or

(4) Including domestic material will increase the cost of the overall project by more than 25%.

(c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * * * *

Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

* * * * * * *

The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS

(Non-building construction projects,)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.

b) To faithfully comply with providing U.S. domestic products.

c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
f)

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/9/2024	
Date	Signature
Q&D Construction LLC	President - Heavy/Civil
Company Name	Title

BUY AMERICA WAIVER REQUEST
Title 49 U.S.C Section 50101 (b)

FOR AIRFIELD DEVELOPMENT PROJECTS FUNDED UNDER THE AIRPORT IMPROVEMENT PROGRAM

Instructions for Permissible Waivers

Nationwide Waivers: The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Section 50101(b)(1) & (b)(2) Waivers:
The bidder may request a waiver based upon the best interests of the public, Section 50101 (b)(1) or request a waiver based upon insufficient supply of U.S. manufactured products, Section 50101 (b)(2), however approval is rare and waivers may only be approved by the FAA Office of Airports in Washington DC.

Section 50101(b)(3) Waiver:
The bidder may request a waiver if 60% or more of the components and subcomponents in the facility or equipment are produced in the United States and final assembly occurs in the U.S. Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval.

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver referenced above do not require further review.
2. The bidder must base the U.S. percentage upon the value that results from completing the following Content Percentage Calculation Worksheet. The Bidder must submit the content percentage calculation worksheet as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product. Final assembly location is the location where the equipment is assembled, not the project site itself.
5. All steel used in the "Equipment" must be produced in the United States.

6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.
8. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Content Percentage Calculation Worksheet is not necessary for equipment listed on the FAA national listing:

http://www.faa.gov/airports/aip/buy_american/

Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the Nationwide Buy American conformance list.

10. In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not Labor.

Instructions for Section 50101(b)(4) Waiver:

1. The bidder may request a waiver if application of Buy America preferences results in a 25% cost increase in the overall project. This waiver is rarely applicable. Consult the Owner before making this request.

N/A

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Buy American Project/Product
Content Percentage Calculation – Worksheet

Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):

☐ Prime Contractor ☐ Manufacturer ☐ Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone: Extension:

Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total **U.S.** Material Content Cost: Percentage: %

Total **Non-U.S.** Material Content Cost: Percentage: %

N/A

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☐ No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:		Percentage:	%
Iron	Cost:		Percentage:	%
Non-ferrous metals	Cost:		Percentage:	%
Plastic and polymer-based products	Cost:		Percentage:	%
Glass (including optic glass)	Cost:		Percentage:	%
Lumber	Cost:		Percentage:	%
Drywall	Cost:		Percentage:	%

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

N/A

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Project Material Structure Worksheet

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials
0			1	Each						

N/A

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____ **Date:** _____

Name: _____

Title: _____

Submit by Email

FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

Applicable FAA Waiver Type

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature: _____

End of FAA-Use Only Section

N/A

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Buy American Project/Product
Content Percentage Calculation – Worksheet

Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):

☐ Prime Contractor ☐ Manufacturer ☐ Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone: Extension:

Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total **U.S.** Material Content Cost: Percentage: %

Total **Non-U.S.** Material Content Cost: Percentage: %

N/A

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

-- CONFIDENTIAL –
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4
OF THE FREEDOM OF INFORMATION ACT

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: Date:

FAA Eligible Item: FAA Item Number (if applicable):

Address of Final Assembly Location:

1. Provide a description of the assembly process occurring at the specified final location in the United States.
   a. Describe the final assembly process and its various operations.
   b. How long does the final assembly process take to complete?
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
   a. How many employees are involved in the final assembly process and what is the general skill level of those employees?
   b. What type of equipment is used during the final assembly process?
   c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

Submit by Email

FAA Form 5100-137 (8/20) SUPERSEDES PREVIOUS EDITION

BUY AMERICA CONFORMANCE LISTING

Title 49 U.S.C Section 50101 (b)

FOR AIRFIELD DEVELOPMENT PROJECTS FUNDED UNDER THE AIRPORT IMPROVEMENT PROGRAM

- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/buy_american/

- Bidder shall submit a listing of equipment it proposes to install on the project that is included on the current National Buy American conformance list.

Equipment Type	Name of Manufacturer	Product Number
Runway Closure Marker	Hali-Brite	RCM-D L-893(L)

Certification Signature:
Bidder hereby certifies that the above listed equipment, which we propose for installation on the subject project, is on the current National Buy America Conformance list as established at: http://www.faa.gov/airports/aip/buy_american/

I hereby certify the above information is accurate and complete.

Q&D Construction LLC
Bidder's Firm Name

4/9/2024
Date

Signature

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

WARRANTY/GUARANTEE FORM

DOCUMENT 00635 – WARRANTY/GUARANTEE FORM

In accordance with the Contract Documents, Contractor must sign and submit to City the following Guarantee in the form shown below:

Q&D Construction LLC [Contractor's Name] hereby unconditionally Guarantees that the project commonly known as Pavement Maintenance [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.

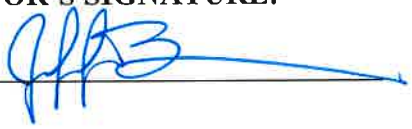
The Guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing City's rights to enforce all terms of the Contract Documents referenced hereinabove or the time for enforcement thereof. This Guarantee is provided in addition to, and not in lieu 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:



Signature

Jeff Bean

Name

President - Heavy/Civil

Title

4/9/2024

Date

END OF DOCUMENT 00635

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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: 4/9/2024 Bidder's Signature: _____

Bidder's Name and Title (Print): Jeff Bean President - Heavy/Civil

END OF DOCUMENT 00640

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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: 4/9/2024

Bidder's Signature: _____

Bidder's Name and Title Jeff Bean President - Heavy/Civil

INDEX OF BID ESCROW DOCUMENTS

[Note: Use additional sheets if necessary.]

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END OF DOCUMENT 00650

Exhibit B

Escrow Bid Document Certification

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

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: 4/9/2024

Bidder's Signature: _____

Bidder's Name and Title Jeff Bean President - Heavy/Civil

INDEX OF BID ESCROW DOCUMENTS

[Note: Use additional sheets if necessary.]

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END OF DOCUMENT 00650

Exhibit C

Insurance Certificates and Endorsements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2024

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 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
L/P Insurance Services LLC
300 East 2nd Street
Suite 1300
Reno NV 89501

CONTACT NAME: Mary Hearron
PHONE (A/C, No, Ext): (775)996-6000 **FAX (A/C, No):** (775)473-9288
E-MAIL ADDRESS: mary.hearron@lpins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Imperium Ins Co	35408
INSURER C : Starr Indemnity & Liability Co.	38318
INSURER D : Berkley National Insurance Company	38911
INSURER E : Berkley Assurance Company	39462
INSURER F : Travelers Property Cas. Co. of America	25674

INSURED
Q&D Construction, LLC
Q&D Group Invesco, LLC
P.O. Box 10865
Reno NV 89510

COVERAGES **CERTIFICATE NUMBER:** CL2353182995 **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 X Electronic Data Liability X X.C.U. Coverage GEN'L AGGREGATE LIMIT APPLIES PER: E [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: Pollution/Professional			MWZY31654723 PCAB50238510124	5/31/2023 1/20/2024	5/31/2024 1/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Poll Prof Retention $25,000	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 5,000,000	
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			MWTB31654823	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Pollution Liability Broadened Cov	$ 2,000,000 $ $ $ $ Included	
B	[ ] UMBRELLA LIAB [X] OCCUR			ARUIICCX000005801 1st $5M	5/31/2023	5/31/2024	EACH OCCURRENCE	$ 25,000,000	
CD	X EXCESS LIAB [ ] CLAIMS-MADE			1000587803231 2nd $15M Layer	5/31/2023	5/31/2024	AGGREGATE	$ 25,000,000	
	[ ] DED [X] RETENTION $ 0			CEX0960401403 3rd $5M Layer	5/31/2023	5/31/2024		$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (N/A) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AZ, CA, CO, FL, ID, IL, IN, KS, MO, MT, NM, NV, OH, OR, PA, TX, UT, VA, WI, SD MWC31654623	5/31/2023	5/31/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000	
F	Contractors Equipment			QT6303E976182TIL24	1/1/2024	1/1/2025	Scheduled Equipment Leased/Rented Equipment	59,451,678 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached Additional Comments/Remarks page for information regarding additional coverage terms and Additional Insured status.

CERTIFICATE HOLDER
jdickinson@cityofslt.us
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

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
Mary Hearron/MARY

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COMMENTS/REMARKS

Continued from Description of Operations Section:

NAMED INSURED: Q&D GROUP INVESCO, LLC; Q&D CONSTRUCTION, LLC

When Named Insureds operations are performed for Certificate Holder and/or entities listed in Description of Operations on the Acord 25 form pursuant to a valid written contract or agreement executed by Named Insured prior to loss, in accordance with the noted policy(ies): Additional Insured Status is determined by attached GL Form #CG20 10 12 19, CG 20 37 12 19, CG 20 11 12 19, CG 20 18 12 19, CG 20 34 12 19,CG 20 38 12 19, CG 20 40 12 19 and Auto Form #PCA 048 09 19 and Pollution PERFORM-10002 (Section IV O.5); Waiver of Subrogation Status is determined by GL Form CG 24 04 12 19, Auto Form PCA 024 10 13 and Workers Compensation Form # WC 00 03 13; Primary and Non-Contributory status is determined by GL Form CG 20 01 12 19, Pollution Form PERFORM-10002 and Auto #PCA 048 0919. Electronic Data Liability as per CG 04 37 04 13, attached. Equipment Loss Payee form CM U6 18 05 21 applies per attached. Hired auto physical damage applies per form PCA 169 04 17. Auto additional insured and loss payee applies per form CA 20 01 10 13.

Hired auto physical damage and scheduled auto deductibles are $1,000 deductible comprehensive and $1,000 deductible collision, Actual Cash Value, limited to $500,000.

Equipment Deductibles: Equipment Valued $100,000 and under: $10,000 Deductible/ Equipment Valued $101,000 to $350,000: $25,000 Deductible/ Equipment Valued $351,000 to $750,000: $50,000 Deductible/ Equipment Valued $751,000 and Higher and Plants: $100,000 Deductible Crane Deductible: 2% Deductible subject to $25,000 Minimum Deductible

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Additional Named Insureds

Other Named Insureds	
Battle Born Materials LLC	Limited Liability Company, Additional Named Insured
Dianda Construction Inc.	Additional Named Insured
Holder Q&D, a Joint Venture	Additional Named Insured
Mustang Assets Company LLC	Additional Named Insured
Mustang Assets LLC	Additional Named Insured
Plenium Builders	S Corporation, Additional Named Insured
Q&D Construction, Inc.	Additional Named Insured
Q&D RHB, a Joint Venture	Additional Named Insured
Swank Enterprises Q&D Construction, LLC a Montana	Limited Liability Company, Additional Named Insured

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any persons or organizations requiring a waiver of transfer of rights of recovery pursuant to the terms of any contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract or agreement.

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).

B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: MWC31654623 Q&D Group Invesco, LLC

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE: 5/31/2023

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Loss Of Electronic Data Limit: $ 2,000,000.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Exclusion **2.p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

B. The following paragraph is added to **Section III – Limits Of Insurance:**

Subject to **5.** above, the Loss of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage **A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

C. The following definition is added to the **Definitions** section:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the **Definitions** section is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Any premises or part thereof leased to you
Name Of Person(s) Or Organization(s) (Additional Insured): Any and all persons or organizations contractually requiring additional insured status as the manager or lessor of premises
Additional Premium: **$** Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization contractually requiring additional insured status as the mortgagee, assignee or receiver	Any premises or part thereof leased to you
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO PHYSICAL DAMAGE
LIMITS OF INSURANCE AND DEDUCTIBLE AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO DECLARATIONS
BUSINESS AUTO COVERAGE FORM

SCHEDULE

Limit of Insurance: $500,000

A. The following provisions apply to **ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS** on the Business Auto Declarations.

Physical Damage Comprehensive Coverage and Physical Damage Collision Coverage Deductibles are changed as shown below:

PHYSICAL DAMAGE COMPREHENSIVE COVERAGE

ACTUAL CASH VALUE OR COST OF REPAIR OR THE LIMIT OF INSURANCE SHOWN IN THE ABOVE SCHEDULE, WHICHEVER IS LESS, MINUS
$ 1,000
DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.

PHYSICAL DAMAGE COLLISION COVERAGE

ACTUAL CASH VALUE OR COST OF REPAIR OR THE LIMIT OF INSURANCE SHOWN IN THE ABOVE SCHEDULE, WHICHEVER IS LESS, MINUS
$ 1,000
DEDUCTIBLE FOR EACH COVERED AUTO.

The Declarations are changed to conform with the above.

B. Only with respect to covered “autos” that are leased, hired, rented or borrowed, **SECTION III – PHYSICAL DAMAGE COVERAGE**, **C. Limits of Insurance**, Paragraph **1.a.** is replaced by the following:

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

(3) The Limit of Insurance shown in the above Schedule.

POLICY NUMBER: MWTB31654823

COMMERCIAL AUTO
CA 20 01 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Q&D Group Invesco, LLC

Endorsement Effective Date: 5/31/2023

SCHEDULE

Insurance Company: Old Republic Insurance Company	
Policy Number: MWTB31654823	**Effective Date:** 5/31/2023
Expiration Date: 5/31/2024	
Named Insured: Q&D Group Invesco, LLC	
Address: P.O. Box 10865 Reno, NV 89510	
Additional Insured (Lessor): As required by written contract	
Address:	
Designation Or Description Of "Leased Autos": Leased Autos required by written contract	

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Coverages	Limit Of Insurance
Covered Autos Liability	**$** 2,000,000 **Each "Accident"**
Comprehensive	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus** **$** 1,000 **Deductible For Each Covered "Leased Auto"**
Collision	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus** **$** 1,000 **Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus** **$** **Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

a. You;

b. Any of your "employees" or agents; or

c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the

COMMERCIAL INLAND MARINE COVERAGE PART

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

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L. **First Party Claim** means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

M. **Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

N. **Information Technology Services** means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;

2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;

3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;

4. storage of, warehousing of, mining of and processing of data by you;

5. managing, operating, administering and hosting **Information Technology Products** for your clients; or

6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

O. **Insured** means:

1. the **Named Insured**; or

2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or

3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or

4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services**, **Contractor Activities**, **Media Activities** or **Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or

5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or

6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or

7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or

8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or

As a condition precedent to coverage under this Policy, in the event of a **Claim** or **First Party Claim**, you must do the following:

1. Report the **Claim** or **First Party Claim** to us in writing as soon as reasonably possible, which (except for a **Pollution Claim**) must be during the **Policy Period**, the Automatic Extended Reporting Period, or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and

2. Promptly provide a copy of the **Claim** or **First Party Claim**, if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim**, the persons or entities making the **Claim** or **First Party Claim**, and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim**; and any other relevant facts or allegations known to you.

B. Reporting a Circumstance

If during the **Policy Period**, you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy Period**, provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss**;

then any **Claim** (except for a **Pollution Claim**) or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense**, will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

XI. CONDITIONS

A. Territory

The coverage afforded by this Policy applies worldwide.

B. Audit and Inspection

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period**, the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy, to the extent such a waiver is required by a written contract with you executed prior to the **Claim**, against any of the following that is not a **Responsible Entity**: your clients, their parents or other affiliates, and your client's designees; and your co-participants in an entity for which your

participation is insured under Definition O.4. of this Policy.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

D. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

E. Action Against Us

Only you can make claims against us under Coverages A and F, and the Supplemental Coverages, of this Policy.

No action shall be taken against us with respect to Coverage A unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount the **Responsible Entity** is legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No action shall be taken against us with respect to Coverage B, C, D or E unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount you are legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No person or organization shall have any right under this Policy to join us in any action against you. No **Responsible Entity** shall be an **Insured** under this Policy.

F. Assignment of Interest

It is agreed that the insurance provided herein and your interests hereunder cannot be transferred or assigned to another party without our express written consent.

G. Cancellation and Termination

1. The premium paid for this Policy shall be fully earned in the first twelve months of the **Policy Period**.

2. This Policy may only be cancelled by us for one or more of the following reasons:

   a. non-payment of premium; or

   b. a material misrepresentation or concealment of facts; or

   c. a material breach of any provision of this Policy.

   If this Policy is cancelled by us, notice of cancellation will be sent in writing to the first **Named Insured** (except as modified by any Endorsement to this Policy, either electronically or at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days prior to the date such cancellation is to take effect; except that, in the event of cancellation for non-payment of premium, we will provide only fifteen (15) days written notice. If the premium is paid by a premium financing company and the premium financing company, acting under a valid premium finance agreement with you, requests cancellation of the Policy due to non-payment of premium from you in the first twelve (12) months of the **Policy Period**, the earned premium shall be computed short-rate of the twelve-month policy term premium and the unearned premium shall be returned to the premium finance company.

   The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and any Optional Extended Reporting Period; the **Policy Period**, the Automatic Extended Reporting Period, and any Optional Extended Reporting Period will end on that date. If we cancel for the reason specified in Subparagraph (a), there shall be no return premium. If we cancel for reasons stated in Subparagraphs (b) or (c) in the first twelve (12)

Exhibit D

Payment Bond & Performance Bond

Bond No. 30223728

Premium is included in the performance bond and subject to adjustments based on final contract price.

CITY OF SOUTH LAKE TAHOE
Lake Tahoe Airport

PAYMENT BOND FORM

DOCUMENT 00610 – PAYMENT BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and Q & D Construction LLC hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to: 2024 TVL AIP Pavement Maintenance Project; PWC NO. 50180050-BNI; CITY BID NO. AIRPORT03202024; FEDERAL AID PROJECT NO. 3-06-0249-050-2023 pursuant to the said Agreement dated _____, 20__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required by California law, including, without limitation, Part 6 (commencing at §8000), Division 4 of the California Civil Code to furnish a Bond in connection with said Agreement.

NOW THEREFORE, we, the Principal and Western Surety Company as Surety, are held and firmly bound unto the City of South Lake Tahoe in the penal sum of: Eight Hundred Ninety-Nine Thousand Two Hundred and 00/100 Dollars ($ 899,200.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in §9100 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the total sum herein above specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment

pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall the Surety be released from its obligations hereunder by reason of any breach of contract between the City of South Lake Tahoe and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in §9100 of the California Civil Code and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the 28th day of August, 2024.

PRINCIPAL: Q & D Construction LLC

Signature

Jeff Bean

Name

President - Heavy/Civil

Title

1050 S. 21st St. Sparks, NV 89431

Address

SURETY: Western Surety Company

Signature

Shelly Demaray

Name

Attorney-In-Fact

Title

151 N. Franklin St., Chicago, IL 60606

Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT
STATE OF ~~XXXXXXXXX~~ NEVADA)
COUNTY OF ~~XXXXXXXXX~~ WASHOE) ss.
)

On August 28, 2024, before me, the undersigned, a Notary Public in and for the State, personally appeared Shelly Demaray, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

CAREY MORGAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 00-65183-2 - Expires September 22, 2025

Carey Morgan

Notary Public for the State of ~~XXXXXX~~ Nevada

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00610

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Peter Kitowski, Carey Morgan, Shelly Demaray, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of August, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Bond No. 30223728

Premium is subject to adjustments based on final contract price.

Premium: $3,497.00

CITY OF SOUTH LAKE TAHOE
LAKE TAHOE AIRPORT

PERFORMANCE BOND FORM

DOCUMENT 00620 – PERFORMANCE BOND FORM

WHEREAS, the City Council of the City of South Lake Tahoe, State of California, and Q & D Construction LLC hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to: 2024 TVL AIP Pavement Maintenance Project;

PWC NO. 50180050-BNI; CITY BID NO. AIRPORT03202024; FEDERAL AID PROJECT NO. 3-06-0249-050-2023

pursuant to the said Agreement dated _____,20__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and Western Surety Company as Surety, are held and firmly bound unto the City of South Lake Tahoe in the penal sum of: Eight Hundred Ninety-Nine Thousand Two Hundred and 00/100 Dollars ($899,200.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Agreement and any alterations made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of South Lake Tahoe, its employees, council members and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

If the City of South Lake Tahoe shall provide notice that it considers the Principal to be in default, Surety, upon receipt of such written notice, shall, within thirty (30) days, conduct any and all investigations that it deems necessary and appropriate to perform. Surety agrees to do so in order to be in a position to respond timely and efficiently, with the best interests of the overall completion of the Project as the primary goal, and without detriment to the Project or the City of South Lake Tahoe, should the City of South Lake Tahoe elect to exercise its right to terminate the Principal's right to proceed due to default.

If the City of South Lake Tahoe issues a written notice of termination for default, Surety

shall, within fifteen (15) calendar days, tender a written program to City of South Lake Tahoe which comprehensively details Surety's proposed completing contractor, its personnel and the manner in which the Surety will immediately honor its performance bond obligations. The time for completion of the Project shall not be extended as a result of the notice to the Surety, the election by City of South Lake Tahoe to terminate Principal's right to proceed for default, and/or the time it takes Surety to act as required hereunder.

Surety agrees that in responding to any such notice of default of its Principal, Surety shall not be entitled to tender as its completion contractor the Principal or any entity owned, controlled or affiliated with Principal. The response by Surety to City of South Lake Tahoe shall include whether the Surety intends to use the key project personnel of Principal as part of the staff of the Completing Contractor, and the consent by City of South Lake Tahoe of the right to use some, any or all of those proposed individuals shall be at the sole and absolute discretion of the City of South Lake Tahoe. No claim shall be made arising from the good faith exercise by City of South Lake Tahoe of the discretion denying any such request.

As a condition precedent to the satisfactory completion of the said Agreement, the above obligation shall hold good for the maximum period of time allowed by applicable law (including all statutes of limitation or repose) and commensurate with the obligations owed by the Principal to the City of South Lake Tahoe, during which time, if the Principal, Principal's heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the City of South Lake Tahoe from loss or damage made evident during said period, the above obligation shall be and remain in full force and effect.

The terms and conditions of the Agreement between the Principal and the City of South Lake Tahoe are expressly incorporated into this Performance Bond as though set forth in full.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the terms of the said Agreement, or to the Work to be performed thereunder, shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or deletion to the terms of the said Agreement or to the Work. And the said Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845.

In the event suit is brought upon this Bond by the City of South Lake Tahoe and judgment is recovered, Surety shall pay all costs incurred by the City of South Lake Tahoe in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the 28th day of August, 2024.

PRINCIPAL: Q & D Construction LLC

Signature

Jeff Bean

Name

President - Heavy/civil

Title

1050 S. 21st St. Sparks, NV 89431

Address

SURETY: Western Surety Company

Shelly Demaray

Signature

Shelly Demaray

Name

Attorney-In-Fact

Title

151 N. Franklin St., Chicago, IL 60606

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF ~~CALIFORNIA~~ NEVADA)
COUNTY OF ~~LOS ANGELES~~ WASHOE) ss.
)

On August 28, 2024, before me, the undersigned, a Notary Public in and for the State, personally appeared Shelly Demaray, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)
CAREY MORGAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 00-65183-2 - Expires September 22, 2025

Carey Morgan
Notary Public for the State of ~~California~~ Nevada.

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00620

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Peter Kitowski, Carey Morgan, Shelly Demaray, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of August, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WOOLPERT

Lake Tahoe Airport
South Lake Tahoe, CA
AIP PROJECT NUMBER: 3-06-0249-050-2024
Public Works Contract No. 50180050-BN1, Formal Bid No. AIRPORT03202024

BID OPENING
DATE: April 11, 2024
TIME: 10:00 A.M. (LOCAL TIME)
Base Bid Schedule I: Taxiway A Pavement Maintenance
Base Bid Schedule II: Apron Pavement Maintenance
Bid Alternate Schedule III: Taxiway Connector Pavement Maintenance
Bid Alternate Schedule IV: Runway Closure Marker Procurement

	Engineer's Estimate	American Road Maintenance Inc.	Maxwell Asphalt Inc.	Q&D Construction
Document 00400 - Bid Proposal	√	√	√	√
Document 00410 - Bidder's Bond	√	√	√	√
Document 00420 - Designation of Subcontractors	√	√	√	√
Document 00423 - Verification of DIR Compliance	√	√	√	√
Document 00424 - CARB CRC Compliance	√	√	√	√
Document 00425 - Self-Performance Declaration	√	√	√	√
Document 00430 - Debarment and Suspension Certifications	√	√	√	√
Document 00432 - Non-Collusion Declaration	√	√	√	√
Document 00435 - Worker's Compensation Certification	√	√	√	√
Document 00440 - Business and Professions Code Sections 7028.15 and 7031 Statement	√	√	√	√
Document 00450 - Bidder's Statement of Financial Responsibility, Technical Ability and Experience	√	√	√	√
Document 00460 - Equal Employment Opportunity Certification	√	√	√	√
Document 00465 - Non-Lobbying Certification	√	√	√	√
Document 00466 - Disclosure of Lobbying Activities	√	√	√	√
Document 00471 - Construction Contract DBE Commitment	√	√	√	√
Document 00475 - DBE Information - Good Faith Efforts	√	√	√	√
Document 00476 - Buy American Certification	√	√	√	√
Document 00477 - Certificate of Buy American Compliance for Manufactured Products	√	√	√	√
Document 00478 - Buy American Waiver Request	√	√	√	√
Document 00479 - Buy American Conformance Listing	√	√	√	√
Document 00490 - Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Conviction	√	√	√	√
Document 00635 - Warranty/Guaranty Form	√	√	X	√
Document 00640 - Acknowledgement of City Code	√	√	X	√
Document 00650 - Bid Document Certification	√	√	X	√
Addendum No. 1	√	√	√	√
Addendum No. 2	√	√	√	√
Addendum No. 3	√	√	√	√
Addendum No. 4	√	√	√	√
Addendum No. 5	√	√	√	√
Addendum No. 6	√	√	√	√
Schedule I	$ 484,280.00	$ 515,250.00	$ 310,250.00	$ 445,931.25
Schedule II	$ 375,870.00	$ 453,625.00	$ 270,510.00	$ 356,468.75
Total Base Bid Cost (Schedules I and II)	$ 860,150.00	$ 968,875.00	$ 580,760.00	$ 802,400.00
Compensable Delay	-	$ 6,000.00	$ 60,000.00	$ 60,000.00
Total Base Bid Cost (Schedules I and II) plus Compensable Delay	-	$ 974,875.00	$ 640,760.00	$ 862,400.00
Schedule III	$ 71,780.00	$ 78,500.00	$ 47,000.00	$ 73,600.00
Schedule IV	$ 70,000.00	$ 60,000.00	$ 45,000.00	$ 64,000.00
Total Cost (Base Bid and Schedules III and IV)	$ 1,001,930.00	$ 1,107,375.00	$ 672,760.00	$ 940,000.00

Denotes missing or incomplete information
Denotes responsible low bidder
Denotes apparent low bidder

WOOLPERT

Apparent Low Bidder
Irregular Proposal

Responsive and Responsible Low Bidder

Base Bid Schedule I: Taxiway A Pavement Maintenance				Engineer's Estimate		American Road Maintenance Inc.		Maxwell Asphalt Inc		Q&D Construction	
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Max)	1	LS	$44,030.00	$ 44,030.00	$35,000.00	$ 35,000.00	$20,000.00	$ 20,000.00	$39,356.25	$ 39,356.25
P-605a	Reseal Existing Crack Seal	85,000	LF	$3.25	$ 276,250.00	$2.00	$ 170,000.00	$1.50	$ 127,500.00	$2.75	$ 233,750.00
P-605b	Routed Crack Seal	5,000	LF	$3.25	$ 16,250.00	$3.00	$ 15,000.00	$2.00	$ 10,000.00	$9.50	$ 47,500.00
P-608a	Asphalt Seal Coat without Sand	61,000	SY	$1.75	$ 106,750.00	$4.00	$ 244,000.00	$2.00	$ 122,000.00	$1.50	$ 91,500.00
P-620b	Permanent Pavement Markings	20,500	SF	$2.00	$ 41,000.00	$2.50	$ 51,250.00	$1.50	$ 30,750.00	$1.65	$ 33,825.00
TOTAL SCHEDULE I					**$ 484,280.00**		**$ 515,250.00**		**$ 310,250.00**		**$ 445,931.25**
Engineer's Estimate Percentage Difference					N/A		6.40%		-35.94%		-7.92%

Denotes responsible low bidder
Denotes apparent low bidder

BY: John Dickinson — Airport Manager

04/16/2024 — DATE

WOOLPERT

						Apparent Low Bidder Irregular Proposal				*Responsive and Responsible Low Bidder*	
Base Bid Schedule II: Apron Pavement Maintenance				**Engineer's Estimate**		**American Road Maintenance Inc.**		**Maxwell Asphalt Inc**		**Q&D Construction**	
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Max)	1	LS	$34,170.00	$ 34,170.00	$35,000.00	$ 35,000.00	$10,000.00	$ 10,000.00	$30,000.00	$ 30,000.00
P-605a	Reseal Existing Crack Seal	50,000	LF	$3.25	$ 162,500.00	$2.00	$ 100,000.00	$1.50	$ 75,000.00	$2.50	$ 125,000.00
P-605b	Routed Crack Seal	7,500	LF	$3.25	$ 24,375.00	$3.00	$ 22,500.00	$2.00	$ 15,000.00	$9.50	$ 71,250.00
P-608a	Asphalt Seal Coat without Sand	65,500	SY	$1.75	$ 114,625.00	$4.00	$ 262,000.00	$2.00	$ 131,000.00	$1.50	$ 98,250.00
P-620a	Temporary Pavement Markings	5,400	SF	$1.50	$ 8,100.00	$1.50	$ 8,100.00	$3.25	$ 17,550.00	$1.40	$ 7,560.00
P-620b	Permanent Pavement Markings	9,000	SF	$2.00	$ 18,000.00	$2.50	$ 22,500.00	$1.50	$ 13,500.00	$1.40	$ 12,600.00
P-620c	Surface Preparation (Obliteration)	705	SF	$20.00	$ 14,100.00	$5.00	$ 3,525.00	$12.00	$ 8,460.00	$16.75	$ 11,808.75
TOTAL SCHEDULE II					**$ 375,870.00**		**$ 453,625.00**		**$ 270,510.00**		**$ 356,468.75**
Engineer's Estimate Percentage Difference					N/A		20.69%		-28.03%		-5.16%

Denotes responsible low bidder
Denotes apparent low bidder

BY: John Dickinson — Airport Manager

04/16/2024 — DATE

WOOLPERT

Apparent Low Bidder
Irregular Proposal

Responsive and Responsible Low Bidder

Bid Alternate Schedule III: Taxiway Connector Pavement Maintenance				**Engineer's Estimate**		**American Road Maintenance Inc.**		**Maxwell Asphalt Inc**		**Q&D Construction**	
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Max)	1	LS	$6,530.00	$ 6,530.00	$3,000.00	$ 3,000.00	$2,000.00	$ 2,000.00	$5,000.00	$ 5,000.00
P-605a	Reseal Existing Crack Seal	10,000	LF	$3.25	$ 32,500.00	$2.00	$ 20,000.00	$1.50	$ 15,000.00	$2.50	$ 25,000.00
P-605b	Routed Crack Seal	2,500	LF	$3.25	$ 8,125.00	$3.00	$ 7,500.00	$2.00	$ 5,000.00	$9.50	$ 23,750.00
P-608a	Asphalt Seal Coat without Sand	9,500	SY	$1.75	$ 16,625.00	$4.00	$ 38,000.00	$2.00	$ 19,000.00	$1.50	$ 14,250.00
P-620b	Permanent Pavement Markings	4,000	SF	$2.00	$ 8,000.00	$2.50	$ 10,000.00	$1.50	$ 6,000.00	$1.40	$ 5,600.00
TOTAL SCHEDULE III					**$ 71,780.00**		**$ 78,500.00**		**$ 47,000.00**		**$ 73,600.00**
Engineer's Estimate Percentage Difference					N/A		9.36%		-34.52%		2.54%

Denotes responsible low bidder
Denotes apparent low bidder

BY: John Dickinson — Airport Manager

04/16/2024 — DATE

WOOLPERT

Apparent Low Bidder
Irregular Proposal

Responsive and Responsible Low Bidder

Bid Alternate Schedule IV: Runway Closure Marker Procurement				Engineer's Estimate		American Road Maintenance Inc.		Maxwell Asphalt Inc		Q&D Construction	
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105b	Lighted Runway Closure Marker (Purchase and Transfer of Ownership to Airport and Final Fuel)	2	EA	$35,000.00	$ 70,000.00	$30,000.00	$ 60,000.00	$22,500.00	$ 45,000.00	$32,000.00	$ 64,000.00
TOTAL SCHEDULE IV					**$ 70,000.00**		**$ 60,000.00**		**$ 45,000.00**		**$ 64,000.00**
Engineer's Estimate Percentage Difference					N/A		-14.29%		-35.71%		-8.57%

Denotes responsible low bidder
Denotes apparent low bidder

BY: John Dickinson — Airport Manager

04/16/2024 — DATE

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:8

Agenda Item: Amendment No. 9 to Professional Services Agreement with Stantec Consulting Services, Inc.

Executive Summary: The Tahoe Valley Stormwater and Greenbelt Improvement Project (Project) is a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the project has been developed to provide the benefits requested by the community and stakeholders, including drainage, water quality, public space, new naturalized play structures, and improved active transportation paths. Due to the size and diversity of the overall project, the City split it into two phases to secure funding from a variety of eligible and applicable funding sources. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd. This phase is currently under construction. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street. This phase is anticipated to begin construction in 2025. With Phase 2 of the Project to be released for bidding in the next month with anticipated construction to begin in 2025, additional funds will need to be allocated to Stantecâ€™s Agreement to allow them to provide general bidding assistance and construction engineering support as the project Engineer of Record for Design to the City for Phase 2 Project construction.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 9 to the Agreement with Stantec Consulting Services, Inc. for additional bidding and construction support services for the Tahoe Valley Stormwater and Greenbelt Improvement Project for the amount of $20,000.00 for a total not-to-exceed contract amount of $779,100.00.

Responsible Staff Member: Jason Burke, Complete Streets Program Manager and Brianna Greenlaw, Associate Civil Engineer

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

Attachments:

01-Staff Report - Amendment No. 9 to Stantec Agreement.docx
02-Stantec PSA Amendment 9.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: September 10, 2024

Title: Amendment No. 9 to Professional Services Agreement between Stantec Consulting Services, Inc. and the City of South Lake Tahoe

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

Responsible Staff Member: Jason Burke, Complete Streets Program Manager, Brianna Greenlaw, Associate Civil Engineer

Background: The Tahoe Valley Stormwater and Greenbelt Improvement Project (Project) is a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the project has been developed to provide the benefits requested by the community and stakeholders, including drainage, water quality, public space, new naturalized play structures, and improved active transportation paths.

Due to the size and diversity of the overall project, the City split it into two phases to secure funding from a variety of eligible and applicable funding sources.

1. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd. This phase is currently under construction.
2. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street. This phase is anticipated to begin construction in 2025.

Issue and Discussion: Tasks 9 and 10 (Bid Assistance and Construction Support, respectively) were set up by the original Stantec Consulting Services, Inc. (Stantec), previously Cardno, Professional Services Agreement (Agreement) but were not allocated any funds at the time. Amendment No. 4 to the Stantec Agreement added $11,840 to Task 9 and $7,830 to Task 10. These funds were almost entirely expended during the bidding and construction of Phase 1.

With Phase 2 of the Project to be released for bidding in the next month with anticipated construction to begin in 2025, additional funds will need to be allocated to Stantec's Agreement to allow them to provide general bidding assistance and construction engineering support as the project Engineer of Record for Design to the City for Phase 2 Project construction.

Financial Implications: Amendment No. 9 to the Stantec Agreement proposes an additional $20,000 budget to compensate Stantec for the increased Scope of Services in bidding assistance and construction support. The attached Agreement amendment includes the expanded Scope of Services and corresponding fees. The Project budget accounted for in the project account 301-40030 Tahoe Valley SWIP is being augmented with $160,000 in TRPA Water Quality Mitigation Funds as part of another item on today's agenda, to accommodate consultant design-related services, construction services, required construction-related surveys, and construction of the improvements.

Environmental Considerations: The Planning Commission adopted the CEQA and Mitigated Negative Declaration for the Greenbelt and Stormwater Improvement Project on May 9, 2019, SCH# 20190292152. The Project TRPA and Lahontan permitting is completed and ready for construction of the Project improvements.

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

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

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

City of South Lake Tahoe
Amendment No. 9 to Tahoe Valley Stormwater and Greenbelt Improvement Project, Professional Services Agreement with Stantec Consulting Services, Inc. (C-007-2020)

The Professional Services Agreement entered into on January 14, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Stantec Consulting Services, Inc., previously Cardno, ("CONSULTANT") is hereby amended as set forth below.

The Contract is hereby revised to add the following,

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated January 14, 2020, and Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8 with this ninth Amendment to the Agreement adds the work described within **Exhibit A, Scope of Services,** attached hereto and incorporated herein by reference.

2. Compensation. Compensation to be paid to the CONSULTANT, as defined within the original Agreement and as augmented by Amendment Nos. 1, 2, 3, 4, 5 6, 7, and 8 is hereby increased with this Amendment No. 9 by the sum of $20,000.00 as described within **Exhibit A, Scope of Services** attached hereto. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $759,100.00 plus the additional fee of $20,000.00 for an amended total fee of $779,100.00, without written authorization from the CITY. Payment by the CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

   IN WITNESS WHEREOF, the parties have caused this Amendment No. 9 to Professional Services Agreement with Stantec Consulting Services, Inc. to be executed on September 10, 2024.

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor

Date: _____

CONSULTANT

By: _____
Stephen Peck, PE
Senior Consultant/Principal
Stantec Consulting Services, Inc.

Date: _____

Business License # 0080171

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

EXHIBIT A

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

The Professional Services Agreement entered into on January 14, 2020 between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Stantec Consulting Services Inc.** (formerly Cardno - "Consultant") is amended to include additional scope of services as described below. The City authorized amendment to the base agreement includes additional bid assistance and construction engineering support services.

Pursuant to the project tasks identified in the professional services base agreement, between City and Consultant, the following selected tasks/scope of services is included with the project work.

Note all project tasks listed for clarity.

Task 1 Project Management, Meetings, and Public Outreach

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

Task 2 Supplemental Site Surveying and Basemap Updates

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

Task 3 Permitting

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

Task 4 60% Design Documents

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

Task 5 90% Design Documents

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

Task 6 100% Design Documents

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

Task 7 Hydrologic and Hydraulic Analysis

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

Task 8 Easement and Real Property Services

- NO ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: $0.00

Task 9 Bid Assistance (as directed, phase 2 project)

ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: **$5,000.00**

Stantec will support the City in the public bidding process for the phase 2 construction project. It is assumed that the bidding efforts will be led by the City and that Stantec will be in a supporting role. Bid assistance associated with this task may include the following efforts, on an as-directed basis within available budget allocations.

- Responses to bidders questions on the plans, specifications, and technical aspects of the project
- Addendum to phase 2 bid documents, if necessary, as directed
- Development of phase 2 Conformed Plans and Specifications to be issued for construction

Task 9 Deliverables (if necessary, as directed):

> Written responses to bidder questions
> Revised plan sheets and technical specifications
> Conformed Plans and Specifications (electronic files)

Task 9 Assumptions:

> City is responsible for all public notifications, plan sales, production, etc.
> City will respond to any bidder comments related to contractual and non-technical questions

Task 10 Construction Support (as directed)

ADDITIONAL WORK/SERVICES IDENTIFIED FOR THIS PROJECT TASK: **$15,000.00**

Stantec will provide general construction engineering support assistance, as the project Engineer of Record for Design, to the City for the project construction. Construction engineering support associated with this task may include the following efforts, on an as-directed basis within available budget allocations.

- Attendance at pre-construction meeting
- Attendance at (designated) contractor coordination weekly status meetings
- Contractor RFI response assistance
- Contract plan revisions, support of approved change orders
- Permitting clarifications and agency coordination (as directed)
- Site visits/observations of construction work to provide as-requested support to City RE/RI for engineering design related field questions and design plan interpretations.
- Record Drawings

Task 10 Deliverables:

> Written response assistance for Contractor RFIs
> Contract Plan Revisions (as directed, electronic files)
> Record Drawings (as directed, electronic files)

Task 10 Assumptions:

- Upon request from the City, Stantec will attend construction meetings in a supporting role for engineering design and technical input
- City is responsible for all Resident Engineer/Resident Inspector and material testing duties (Stantec is not acting in an RE/RI role)
- City will provide contractor as-built/redline drawings and other RE/RI supporting construction records/information to Stantec for development of a project Record Drawing set of plans in AutoCAD (electronic files to be provided).

Stantec Consulting Services Inc.
for
City of South Lake Tahoe

Field Technician	$75
Project Assistant	85
Project Coordinator	105
Senior Project Coordinator	115
Production Specialist	140
Technical Editor	150
CADD/Drafting/GIS Consultant 1	105
CADD/Drafting/GIS Consultant 2	125
Assistant Staff Consultant	100
Staff Consultant 1	110
Staff Consultant 2	120
Senior Staff Consultant 1	130
Senior Staff Consultant 2	140
Project Consultant 1	150
Project Consultant 2	160
Senior Project Consultant 1	175
Senior Project Consultant 2	190
Senior Consultant 1	205
Senior Consultant 2	225
Senior Consultant 3	250
Director	300

Consultant and Director positions include professional Scientist, Ecologist, Economist, Engineer, Hydrogeologist, Geologist, Planner, and other technical and non-technical staff positions. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times regular billing rate. Rates will be escalated annually on January 1 at a rate of 3% or CPI for Western Wage Earners, the higher of the two.

Expenses

Use of a personal vehicle will be at the current IRS allowable rate. Subconsultant fees and all other direct costs (ODC) will be billed at cost.

Payment

Stantec invoices will be submitted monthly. Payment is due on or before the thirtieth (30th) day following the date of the invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

Conditions

Stantec specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the engineering consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:9

Agenda Item: Tahoe Regional Planning Agency (TRPA) Water Quality Mitigation Funding and Supplemental Environmental Project (SEP) Funding for the Tahoe Valley Stormwater and Greenbelt Improvement Project

Executive Summary: The Tahoe Valley Stormwater and Greenbelt Improvement Project (Project) is a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the project has been developed to provide the benefits requested by the community and stakeholders, including drainage, water quality, public space, new naturalized play structures, and improved active transportation paths. Due to the size and diversity of the overall project, the City split it into two phases to secure funding from a variety of eligible and applicable funding sources. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd. This phase is currently under construction. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street. This phase is anticipated to begin construction in 2025. The TRPA Water Quality and Water Quality Interest Mitigation Funds requested for the Project will fund outstanding design-related services, required construction-related surveys (i.e. migratory bird and forestry surveys), bidding and construction support services for Phase 2, and Project construction. On February 27, 2024, City Council ratified the submission of the SEP Grant Application (Resolution 2024-024). In May 2024, the City was advised that a Settlement Agreement was reached between Deacon Construction, LLC and Lahontan Regional Water Quality Control Board (Lahontan). Under the Stipulated Order, Lahontan authorized part of the imposed Administrative Civil Liability penalty amount to be used to fund the SEP proposed by the City for Phase 2 of the Project. Deacon Construction, LLC requested a side agreement with the City to ensure actions required by the City on behalf of the Settlement Agreement are completed as agreed upon.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Director of Finance to appropriate the TRPA Mitigation Funding and SEP Funding to the Tahoe Valley Stormwater and Greenbelt Improvement Project, authorizing and directing the Mayor to execute the Agreement Related to Barton Basin SEP, and authorizing and directing the City Manager to take any further actions necessary for completion of the SEP funding acceptance.

Responsible Staff Member: Jason Burke, Complete Streets Program Manager and Brianna Greenlaw, Associate Civil Engineer

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

Attachments:

01-Staff Report-TRPA & SEP funding for the TV Stormwater & Greenbelt Project.docx
02-Project Phase 2 Area Map
03-Resolution.doc
04-SEP Side Agreement (Exh. A to Reso).docx

City of South Lake Tahoe
Report to City Council

Meeting Date: September 10, 2024

Title: Tahoe Regional Planning Agency (TRPA) Water Quality Mitigation Funding and Supplemental Environmental Project (SEP) Funding for the Tahoe Valley Stormwater and Greenbelt Improvement Project

Location: Tahoe Valley drainage watershed, inclusive to the "Greenbelt" area located behind The Crossing (AKA "factory stores"), specifically the proposed water quality basin at Barton Avenue and 4th Street (see Attachment 02 – Project Area Map)

Responsible Staff Member: Jason Burke, Complete Streets Program Manager, and Brianna Greenlaw, Associate Civil Engineer

Background: The Tahoe Valley Stormwater and Greenbelt Improvement Project (Project) is a vital community and environmental improvement project. Based on feedback from the public received during the Area Plan process, and subsequent design meetings and public survey for the Greenbelt area, the project has been developed to provide the benefits requested by the community and stakeholders, including drainage, water quality, public space, new naturalized play structures, and improved active transportation paths.

Due to the size and diversity of the overall project, the City split it into two phases to secure funding from a variety of eligible and applicable funding sources.

1. Phase 1 consists of stormwater and water quality improvement work within the Bonanza neighborhood and downstream of James Avenue at 3rd Street to Tahoe Keys Blvd. This phase is currently under construction.
2. Phase 2 consists of the Central Greenbelt Area (behind the Crossings) spanning between Emerald Bay Road at B Street down to Highway 50 at 4th Street. This phase is anticipated to begin construction in 2025.

Issue and Discussion: TRPA collects permit fees from development applications throughout the Tahoe Basin. Development fees acquired on properties located within the city limits are available for use on City Environmental Improvement Program (EIP) projects which include the Tahoe Valley Stormwater and Greenbelt Improvement Project. The mitigation fees TRPA collects are intended to offset environmental impacts to Air Quality, Stream Environment Zone (SEZ), and Water Quality. The TRPA Water Quality and Water Quality Interest Mitigation Funds requested for the Project will fund outstanding design-related services, required construction-related surveys (i.e. migratory bird and forestry surveys), bidding and construction support services for Phase 2, and Project construction. The TRPA Governing Board approved the mitigation fund release on August 28, 2024.

On January 26, 2024, Public Works submitted an application to the Lahontan Regional Water Quality Control Board (LRWQCB) for Phase 2 Project construction funding, specifically targeting the proposed water quality basin at the corner of Barton Avenue and 4th Street. LRWQCB allows a settling party that has committed a violation, to satisfy part of the monetary assessment imposed in an administrative civil liability order as the result of a settlement by funding SEPs. A SEP is defined as "an environmentally beneficial project that a person subject to an enforcement action voluntarily agrees to undertake in settlement of the action and to

offset a portion of a civil penalty". To receive funding for a project through this mechanism, an application is submitted to LRWQCB where it is evaluated to ensure it has environmental value and will further the enforcement goals and policies of LRWQCB.

On February 27, 2024, City Council ratified the submission of the SEP Grant Application (Resolution 2024-024). In May 2024, the City was advised that a Settlement Agreement was reached between Deacon Construction, LLC and LRWQCB. Under the Stipulated Order, the Lahontan Water Board authorized part of the imposed Administrative Civil Liability penalty amount to be used to fund the SEP proposed by the City for Phase 2 of the Project.

Deacon Construction, LLC requested a side agreement with the City to ensure actions required by the City on behalf of the Settlement Agreement are completed as agreed upon. Items required of the City include meeting the SEP timeline, providing quarterly reports to Lahontan Water Board's Enforcement Coordinator, and providing completion certification. (See side agreement in Attachment 04 for more details.)

Actions defined within the accompanying resolution include the acceptance of TRPA Mitigation Funds for design and construction expenses, acceptance of the SEP funding for Phase 2 construction, and approval of the side agreement between Deacon Construction, LLC and the City.

Financial Implications: Public Works recently requested the release of an additional $95,000 of Water Quality Mitigation Funds and $65,000 Water Quality Interest Mitigation Funds. At their August Governing Board meeting, TRPA approved the City's request for the release of TRPA Mitigation Funding in the sums listed in Table 1.

Table 1 – TRPA Mitigation Funding

Mitigation Account	Description	Amount
Water Quality	Unspent Construction Budget Release	$95,000.00
Water Quality Interest	Unspent Design Budget Release	$65,000.00
	Total Funding Release Request:	**$160,000.00**

(Approved by the TRPA Governing Board August 28, 2024)

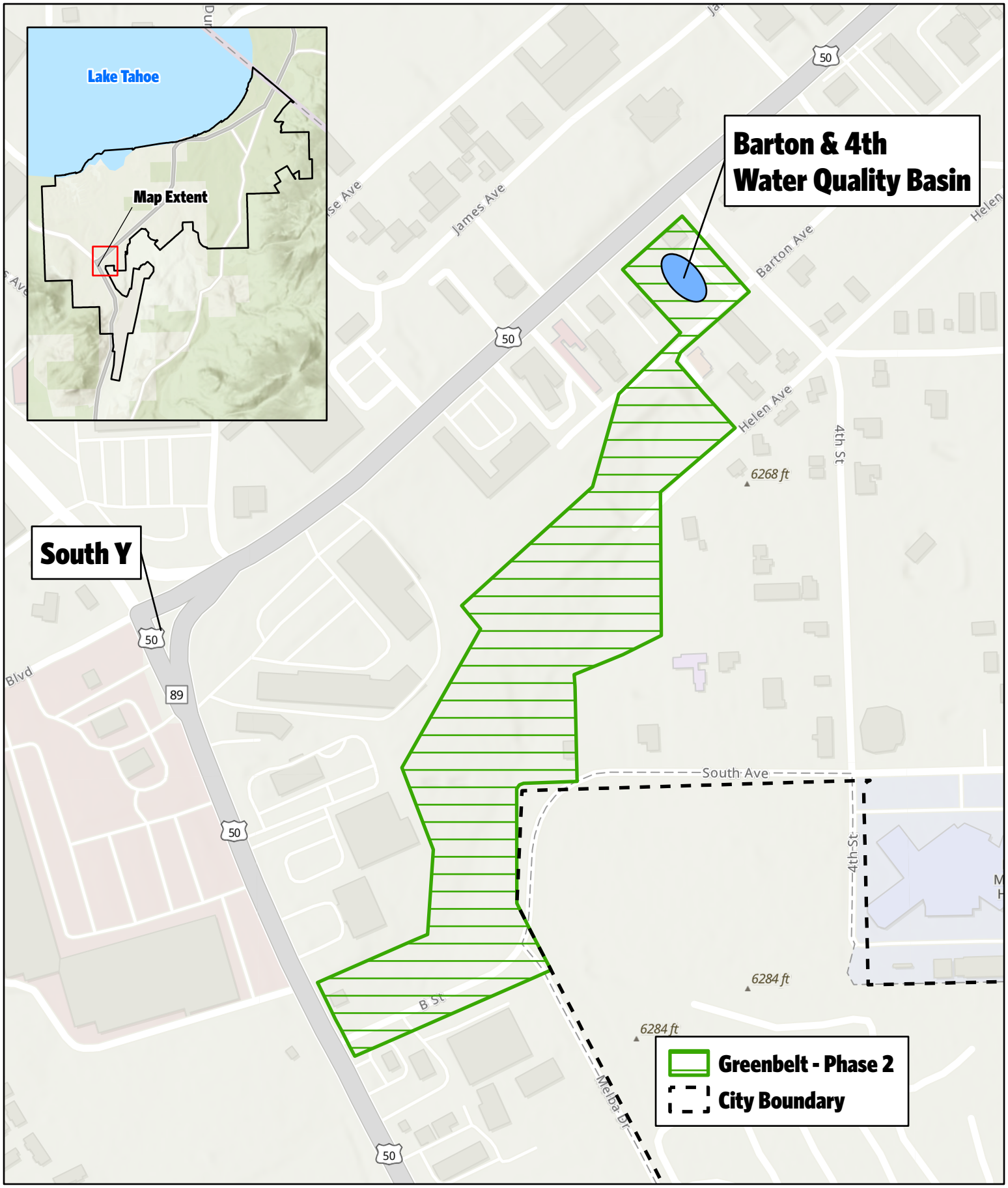
The addition of the $75,000 in SEP funding will pay for the excavation of the water quality basin at Barton Avenue and 4th Street.

Environmental Considerations: The Planning Commission adopted the CEQA, Mitigated Negative Declaration on May 9, 2019, SCH# 20190292152. All environmental permitting required for constructing Phase 1 is complete.

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

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

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



CITY OF SOUTH LAKE TAHOE

Tahoe Valley Stormwater Improvement Project
Phase 2 - Greenbelt Area Map

Public Works Department - Engineering

N

0 100 300 400 500
Feet

Path: \\gis\share\Projects\PublicWorks\Engineering\TahoeValleyGreenbelt\TahoeValleyGreenbelt.aprx | Project Area Phase 2 | Date Exported: 2/2/2024

Resolution 2024-XXX

Adopted by City of South Lake Tahoe City Council

September 10, 2024

Accepting and Appropriating Tahoe Regional Planning Agency (TRPA) Water Quality Mitigation Funding and SEP Funding for Tahoe Valley Stormwater and Greenbelt Improvement Project

BACKGROUND:

A. The City of South Lake Tahoe (City) is engaged in a collaborative interagency partnership to meet the Tahoe Regional Planning Agency thresholds and install Best Management Practices for the multi-benefit Tahoe Valley Stormwater and Greenbelt Improvement Project (Project).

B. The Project (EIP# 01.01.01.0033) is included on the priority list for watershed and water quality improvement projects within the Lake Tahoe basin.

C. The Department of Public Works requested TRPA release $95,000.00 in TRPA Water Quality Mitigation Funds and authorize those funds for construction-related costs of the Project.

D. The Department of Public Works requested TRPA release $65,000.00 in TRPA Water Quality Interest Mitigation Funds and authorize those funds for design-related costs of the Project.

E. At the August TRPA Governing Board meeting, the City's request to release and authorize TRPA Mitigation Funds as described in items C and D, herein, were approved.

F. Public Works staff submitted a Supplemental Environmental Project (SEP) grant application on January 26, 2024, to the Lahontan Regional Water Quality Control Board (LRWQCB) for implementation funding for Phase 2 of the Project. City Council ratified that application on February 27, 2024 (Resolution 2024-024).

G. In May 2024, the City was advised that a Settlement Agreement was reached between Deacon Construction, LLC and LRWQCB. Under the Stipulated Order, LRWQCB authorized part of the imposed Administrative Civil Liability penalty amount to be used to fund the SEP proposed by the City for Phase 2 of the Project.

H. Deacon Construction, Inc. requested a side agreement with the City to ensure actions required by the City on behalf of the Settlement Agreement are completed as agreed upon.

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 $95,000 in TRPA Water Quality Mitigation Funding and $65,000 in Water Quality Interest Mitigation Funding for the Tahoe Valley Stormwater and Greenbelt Improvement Project.

2. Authorizes the acceptance of $75,000 in SEP Funding for the Tahoe Valley Stormwater and Greenbelt Improvement Project.

3. Authorizes the Director of Finance to appropriate the accepted funding to the following Project accounts.

301-40030	Revenue (33312) TRPA Water Quality Mitigation Funds	(+)	$95,000.00
301-40030	Revenue (33324) TRPA Water Quality Interest Mitigation Funds	(+)	$65,000.00
301-40030	Revenue (36278) Legal – Reimbursements/Settlements	(+)	$75,000.00

301-40030	Expenditure (48030) Tahoe Valley, Construction	(+)	$170,000.00
301-40030	Expenditure (48020) Tahoe Valley, Design	(+)	$ 65,000.00

4. Authorizes and Directs the Mayor to execute the "Agreement Related to Barton Basin Supplemental Environmental Project" (Side Agreement) between Deacon Construction LLC and the City of South Lake Tahoe, attached hereto as Exhibit "A."

5. Authorizes and Directs the City Manager to take any further actions necessary for completion of the Supplemental Environmental Project funding acceptance.

Adopted by the City Council of the City of South Lake Tahoe on September 10, 2024 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

AGREEMENT RELATED TO BARTON BASIN SUPPLEMENTAL ENVIRONMENTAL PROJECT

This Agreement Related to Barton Basin Supplemental Environmental Project ("Agreement") is made by and between Deacon Construction, LLC ("Deacon"), on the one side, and the City of South Lake Tahoe ("City") on the other side. Deacon and the City are hereinafter each referred to as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, Deacon, along with other parties (collectively with Deacon, the "Permittees"), anticipates entering into a Settlement Agreement and Stipulated for Entry of Administrative Civil Liability Order ("Stipulated Order") with the Regional Water Quality Control Board for the Lahontan Region ("Lahontan Water Board") in May of 2024 to settle alleged violations of the *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* ("General Permit"), Order No. R6T-2016-0010.

B. WHEREAS, under the Stipulated Order, the Lahontan Water Board authorized part of the imposed Administrative Civil Liability penalty amount to be used to fund a Supplemental Environmental Project ("SEP") proposed by the City called the Barton Basin Excavation portion of the Tahoe Valley Stormwater and Greenbelt Improvement Project ("Barton Basin SEP"). The approved amount ("SEP Amount") was seventy-five thousand dollars ($75,000).

C. WHEREAS, the Barton Basin SEP, part of a larger project designed to help meet the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load ("TMDL") program, is designed to allow storm water to spread out, infiltrate, and reduce sediment and nutrients, thus improving the quality of the storm water that enters Lake Tahoe. The Barton Basin SEP was determined to have sufficient nexus to the alleged violations because the project is located in the same watershed as the Sugar Pine Village construction site. This SEP would specifically fund the excavation of the Water Quality Basin at Barton Avenue and 4th Street.

D. WHEREAS, the City, as the SEP Recipient, will implement the Barton Basin SEP on behalf of the Permittees. The Lahontan Water Board will provide oversight of the Barton Basin SEP, which may include, but is not limited to, updating regulatory and records databases, reviewing and evaluating progress, conducting site inspections, reviewing the final completion report, and verifying appropriate expenditure of the SEP Amount. The Permittees are responsible for any charged costs for any reasonable and necessary Lahontan Water Board staff oversight, which is not included in the SEP Amount.

E. WHEREAS, the Barton Basin excavation portion is estimated to cost $82,000. Any shortfall in funding for the Barton Basin excavation construction will be supplemented with City or by grant funding for the Tahoe Valley Stormwater and Greenbelt Improvement

Project ("TVSGI Project"). If any SEP funds remain after final excavation construction is complete, these funds will be utilized for construction of additional infrastructure necessary to connect the Barton Basin to the remaining TVSGI Project. The suspended penalty will be considered permanently suspended after the Barton Basin is excavated and connected to the TVSGI Project and approved by the Lahontan Water Board.

NOW, THEREFORE, for good and valuable consideration through the execution of this Agreement and the releases, satisfactions, and promises made herein, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Parties Bound By This Agreement**. This Agreement, and each of its provisions, including all representations, warranties, and promises contained herein, binds, and inures to the benefit of the Deacon and the City and each of their respective successors in interest, whether by merger, consolidation, or amalgamation, as well as their respective representatives, agents, members, officers, and administrators, past, present, and future. The Parties expressly agree and acknowledge that there are no third-party beneficiaries to this Agreement, nor do the Parties intend for there to be any third-party beneficiaries to this Agreement.

2. **Term of Agreement**. The "Effective Date" of this Agreement is the later of (i) last date on which the signature of a Party to this Agreement is executed, or (ii) the date the Stipulated Order becomes effective. The "Termination Date" shall be upon the Lahontan Water Board's acceptance of the SEP Completion Certification required under Section 4.d. below, evidenced by Lahontan Water Board's issuance of a "Satisfaction of Order" under Paragraph 17 of the Stipulated Order.

3. **Actions Required by Deacon**. In exchange for the delivery, execution, and performance of this Agreement, Deacon shall provide funding in the SEP Amount of seventy-five thousand dollars ($75,000) to the City for the sole use of funding the Barton Basin SEP. Said payment to the City shall be made by the Permittees in the form of a certified or cashier's check made payable to "City of South Lake Tahoe" within thirty (30) calendar days after the City approves and executes this agreement, and forwarded by overnight mail with tracking to the address listed below:

   City of South Lake Tahoe
   1740 D St.
   South Lake Tahoe, CA 96150
   c/o Jason Burke, Complete Streets Program Manager

4. **Actions Required by the City**.

   a. Meeting SEP Timeline. The City shall use good faith efforts to complete excavation and construction of the Barton Basin within thirty-six (36) months of the Stipulated Order becoming effective ("SEP Completion Date"). Phase 2 of the TVSGI Project, including the SEP Project, is currently estimated to occur in the Summer 2025 field season.

b. Reporting Schedule. The City must submit Quarterly reports to the Lahontan Water Board's Enforcement Coordinator with copies sent to Deacon. The first report must be submitted on **November 1, 2024** and will cover the period of July 1 to September 30, 2024. Reports must be submitted each quarter in each year in accordance with the schedule below until the SEP Project is completed:

Reporting Period	Report Submittal Due Date
January - March	**May 1**
April - June	**August 1**
July - September	**November 1**
October - December	**February 1**

c. Report Contents. The Quarterly Reports must comply with Paragraph 8(a) of the Stipulated Order, including by describing the tasks completed and funds expended during the previous quarter, and proposed work for the following quarter. In addition, the Quarterly Reports must describe whether the milestones and deadlines contained in Attachment B have been met, and if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Quarterly Reports may also include descriptions and photos of activities completed during the previous quarter and an analysis of the Barton Basin SEP's progress. Quarterly reports shall be submitted to Shelby Barker at Shelby.Barker@waterboards.ca.gov.

d. SEP Completion Certification. No later than **four months** after the SEP Completion Date, the City must submit a final report that satisfies Paragraph 8(b) of the Stipulated Order, which requires documentation of completion of the SEP and provides a certified statement (SEP Completion Certification), signed under penalty of perjury, that documents the following:

i. Certification of completion in accordance with the terms of the Stipulated Order's SEP requirements, addressing how the expected outcome(s) for the Barton Basin SEP project were met,

ii. Certification documenting the expenditures by the City during the completion period for the Barton Basin SEP, and

iii. Certification that the City of South Lake Tahoe followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act, Porter-Cologne Water Quality Control Act, and federal Clean Water Act.

Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Lahontan Water Board to evaluate completion of the SEP and the costs incurred.

e. Site Inspections. The City shall permit Lahontan Water Board staff to inspect the Barton Basin SEP implementation locations during normal business hours as well as

review any documents associated with Barton Basin SEP implementation at any time without notice.

f. Request for Extension of Completion Date: If the City, as SEP Recipient, cannot complete the Barton Basin SEP by the SEP Completion Date due to circumstances beyond its or its agents' control and which could not have been reasonably foreseen and prevented or minimized by the exercise of due diligence, the City shall notify the Executive Officer and the Permittees in writing within thirty (30) days of the date that the City first knew of the event or circumstance that caused or would cause the City to be unable to complete the Barton Basin SEP by the SEP Completion Date. The notice shall describe the reason for the delay and specifically refer to Paragraph 14 of the Stipulated Order.

The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken to minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of completion. The City shall adopt all reasonable measures to avoid and minimize such delays. Extensions shall be approved as described in the Paragraph 14 of the Stipulated Order.

5. **Breach of Payment.** If any payment owed under this Agreement is not remitted on or before its due date, the City shall provide written notice to Deacon in accordance with Section 8 herein. If Deacon fails to pay within ten (10) business days of such notice, then interest shall accrue starting the first day after the payment is due per Section 3, computed at 10% per year, and the City shall notify the Lahontan Water Board of the situation.

6. **Failure to Expend All Suspended Funds or Complete the Approved SEP.** If the Permittees become liable to pay back any portion of the SEP Amount to the Lahontan Water Board under Paragraph 15 of the Stipulated Order, the City agrees to reimburse Deacon such amount within ten (10) business days of the Lahontan Water Board's determination of the suspended liability amount.

7. **No Admission**. This Agreement shall not, for any purpose, be considered as an admission of liability or of any violation of the General Permit, the Clean Water Act or applicable California law by Deacon or any other party, nor shall the payment of any sum of money in consideration for the execution of this Agreement constitute or be construed as an admission of liability or of any violation of the General Permit, the Clean Water Act or applicable California law by Deacon or any other party, and such alleged liability, and any alleged wrongdoing is expressly denied.

8. **Notices.** All notices, consents, approvals, requests, demands and other communications (collectively, "Notices") which the Parties are required or desire to serve upon or deliver to the other Party shall be in writing and shall be given by nationally recognized overnight courier (USPS, FedEx or UPS); by certified United States mail, or by electronic mail, addressed as set forth below:

If to the City:

City of South Lake Tahoe
1740 D St.
South Lake Tahoe, CA 96150
Jason Burke, Complete Streets Program Manager
(530) 542-6038
jburke@cityofslt.us
and
Brianna Greenlaw, Associate Civil Engineer
(530) 542-6042
bgreenlaw@cityofslt.us

with a copy to:

City Attorney
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150
(530) 542-6046
hstroud@cityofslt.us

If to Deacon Construction, LLC:

Brett Mykrantz
Deacon Construction, LLC
745 Greenback Ln, Ste 250
Citrus Heights, CA, 95610
(916) 417-9138
brett.mykrantz@deacon.com

and to:

Melissa Thorme
Downey Brand LLP
621 Capitol Mall, 18th Fl.
Sacramento, CA 95814
Telephone: 916-520-5376
Email: mthorme@downeybrand.com

The foregoing addresses may be changed by Notices given in accordance with this Section. Any Notices sent by mail shall be deemed received two (2) calendar days after the date of mailing. Any Notices sent by electronic mail shall be deemed received upon electronic transmission thereof provided sender does not receive electronic notice of non-delivery. Any Notices sent by overnight courier service shall be deemed received on the day of actual delivery as shown by the confirmation of delivery by the messenger or courier service. If the date of receipt of any Notices to be given hereunder falls on a weekend or legal holiday, then

such date of receipt shall automatically be deemed extended to the next business day immediately following such weekend or holiday for purposes of calculating time periods commencing upon the date of service.

9. **Attorney Fees**. Each Party shall bear its own attorney fees and costs relating to the negotiation, subject matter, and execution of this Agreement.

10. **Parties' Acknowledgment of Terms.** Each Party hereby represents that it has carefully and fully read and reviewed this Agreement and that it has had an opportunity to consult with its respective counsel, and hereby represents that the contents of this Agreement are understood and accepted. The Parties acknowledge they have negotiated this Agreement and agree that the terms shall not be construed against the Party preparing it, but instead shall be construed as if the Parties jointly prepared this Agreement. Any uncertainty or ambiguity shall not be interpreted against any one Party.

11. **Interpretation and Applicable Law**. The language in all parts of this Agreement shall be construed according to its plain and ordinary meaning, and construed and interpreted in accordance with the laws of the State of California without regard to conflicts of law.

12. **Assignment**. Subject only to the express restrictions contained in this Agreement, all the rights, duties and obligations contained in this Agreement shall inure to the benefit or detriment of and be binding upon the Parties and their successors and assigns.

13. **Counterparts.** This Agreement may be executed in one or more identical counterparts, all of which together shall constitute one original agreement. Electronic, and/or facsimile copies of original signature shall be deemed to be originally executed counterparts of this Agreement.

14. **Headings**. The headings used in this Agreement are for convenience of reference and shall not be used to define any provision.

15. **Entire Agreement In Writing**. This is an integrated agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter set forth herein and supersedes all previous or contemporaneous negotiations, commitments (oral or written), and writings with respect to the subject matter set forth herein.

16. **Modification or Amendment**. This Agreement and each of its provisions may be modified or amended only by express written agreement executed by all Parties to this Agreement.

17. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

18. **Authority.** Each of the persons signing this Agreement on behalf of a Party represents and warrants that he or she has actual authority and capacity to execute this Agreement on behalf of the entity and to bind it to all the terms of this Agreement.

19. **Computing Time**. In computing any period of time under this Agreement, where the last day of such period falls on a Saturday, Sunday, or Federal or State Holiday, the period runs through the close of business on the next calendar day that is not a Saturday, Sunday, or Federal or State Holiday.

IN WITNESS, WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives.

DEACON CONSTRUCTION, LLC

By: _____ Dated: _____, 2024
Brett Mykrantz
Vice President

CITY OF SOUTH LAKE TAHOE

By: _____ Dated: _____, 2024

Cody Bass, Mayor

APPROVED AS TO FORM:

By: _____ Dated: _____, 2024
Heather Stroud
City Attorney

By: _____ Dated: ___May 22_____, 2024

Melissa A. Thorme
Downey Brand LLP
Attorneys for Deacon Construction, LLC

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 10

Agenda Item: Tahoe Regional Planning Agency Stream Environment Zone (SEZ) and Water Quality Mitigation Funding for the Upper Bijou Park Creek Restoration Project

Executive Summary: The Upper Bijou Park Creek Watershed Restoration Project (Project) is a watershed-scale project seeking to address water quality and flooding issues in a phased approach to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The City completed Phase 1 in 2018 with the redevelopment of the Knights Inn hotel, replacing the failing storm drainpipe with new stormwater treatment basins and conveyance system integrated into the new Whole Foods/Southwest Corner redevelopment project. The City is currently in Phase 2 of the project, focused on the large upper watershed area subject to historic flooding, development impacts in SEZ areas, and water quality issues. The upper watershed project includes plans to restore Stream Environment Zone (SEZ) and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe. One piece of the upper watershed project is the Rockwood to Blackwood Drainage Improvements Project, which will reduce flooding on Woodbine Road, Rockwood Road, Blackwood Road, and in the Heavenly Valley Estates Mobile Home Park. On July 16, 2024, the Department of Public Works held a bid opening for the Rockwood to Blackwood Drainage Improvements Project. Only one bid was received that far exceeded the Cityâ€™s available budget for the Project construction. On August 13, 2024, the City Council rejected the bid and advised Staff to rebid the Project. In anticipation of re-releasing the Project for bidding, allocating TRPA Mitigation funds to this Project will assist in resulting in a successful award of a construction contract for 2025.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Director of Finance to appropriate $400,000 in TRPA Mitigation Funding to the Upper Bijou Park Creek Restoration Project.

Responsible Staff Member: Jason Burke, Complete Streets Program Manager and Brianna Greenlaw, Associate Civil Engineer

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

Attachments:

01-Staff Report - TRPA SEZ Funding for Bijou Park Creek.docx
02-Resolution-TRPA Mitigation Funding for Bijou Park Creek

City of South Lake Tahoe
Report to City Council

Meeting Date: September 10, 2024

Title: Tahoe Regional Planning Agency Stream Environmental Zone and Water Quality Mitigation Funding for the Upper Bijou Park Creek Restoration Project

Location: Bijou Park Creek Watershed, specifically Rockwood Drive to Blackwood Drive

Responsible Staff Member: Jason Burke, Complete Streets Program Manager, Brianna Greenlaw, Associate Civil Engineer

Background: The Upper Bijou Park Creek Watershed Restoration Project (Project) is a watershed-scale project seeking to address water quality and flooding issues in a phased approach to provide treatment for urban runoff from roadways, commercial and residential areas in an approximately 850-acre watershed that discharges to Lake Tahoe via the Ski Run Marina. The city completed Phase 1 in 2018 with the redevelopment of the Knights Inn hotel, replacing the failing storm drainpipe with new stormwater treatment basins and conveyance system integrated into the new Wholefoods/Southwest Corner redevelopment project. The City is currently in Phase 2 of the project, focused on the large upper watershed area subject to historic flooding, development impacts in SEZ areas, and water quality issues. The upper watershed project includes plans to restore SEZ and floodplain areas, provide drainage solutions to support future active transportation improvements, and include distributed natural treatment systems to reduce sediment and nutrient loads in urban runoff that have the potential to impact Lake Tahoe. One piece of the upper watershed project is the Rockwood to Blackwood Drainage Improvements Project, which will reduce flooding on Woodbine Road, Rockwood Road, Blackwood Road, and in the Heavenly Valley Estates Mobile Home Park.

Issue and Discussion: TRPA collects permit fees from development applications throughout the Tahoe Basin. Development fees acquired on properties located within the city limits are available for use on City Environmental Improvement Program (EIP) projects which include the Upper Bijou Park Creek Restoration Project. The mitigation fees TRPA collects are intended to offset environmental impacts to Air Quality, Stream Environment Zone (SEZ), and Water Quality. The TRPA SEZ, Water Quality, and Water Quality Interest Mitigation Funds requested for the Project will fund Project construction. The TRPA Governing Board approved the mitigation fund release on August 28, 2024.

On July 16, 2024, the Department of Public Works held a bid opening for the Rockwood to Blackwood Drainage Improvements Project. Only one bid was received that far exceeded the City's available budget for the Project construction. On August 13, 2024, the City Council rejected the bid and advised Staff to rebid the Project. In anticipation of re-releasing the Project for bidding, allocating these TRPA funds will assist in resulting in a successful award of a construction contract for 2025.

Financial Implications: Public Works recently requested the release of $189,374 of SEZ Mitigation Funds, $82,551 of Water Quality Mitigation Funds and $128,075 of Water Quality Interest Mitigation Funds. At their August Governing Board meeting, TRPA approved the City's request for the release of TRPA Mitigation Funding in the sums listed in Table 1.

Table 1 – TRPA Mitigation Funding

Mitigation Account	Description	Amount
Water Quality	Unspent Construction Budget Release	$82,551.00
Water Quality Interest	Unspent Construction Budget Release	$128,075.00
SEZ	Unspent Construction Budget Release	$189,374.00
	Total Funding Release Request:	**$400,000.00**

(Approved by the TRPA Governing Board August 28, 2024)

Environmental Considerations: After completing all public noticing and review period required by relevant state laws, the Planning Commission adopted the CEQA Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020 (SCH # 202090564). Addendum No. 1 was completed April 23, 2024 to document minor changes for staging and access, and other minor adjustments to the footprint of the channel improvements and drainage designs. On May 16, 2024, the Planning Commission adopted an addendum to the CEQA Initial Study/Mitigated Negative Declaration for the Project.

Policy Implications: The Project is consistent with City Council Strategic Policies and Goals, specifically:

- Action Item 5.3 (Infrastructure and Maintenance) by developing sustainable infrastructure projects, based on the prioritized capital improvement project list.
- Action Item 5.5 (Fiscal Sustainability, Resiliency & Transparency) by utilizing grant funding to implement this important drainage project.

Resolution 2024-XXX

Adopted by City of South Lake Tahoe City Council

September 10, 2024

Accepting and Appropriating Tahoe Regional Planning Agency (TRPA) SEZ and Water Quality Mitigation Funding for Upper Bijou Park Creek Restoration Project

BACKGROUND:

A. The City of South Lake Tahoe (City) is engaged in a collaborative interagency partnership to meet the Tahoe Regional Planning Agency thresholds and address water quality and flooding issues in the Bijou Park Creek Watershed.

B. The Project (EIP# 01.01.01.0184) is included on the priority list for watershed and water quality improvement projects within the Lake Tahoe basin.

C. The Department of Public Works requested TRPA release $82,551.00 in TRPA Water Quality Mitigation Funds and authorize those funds for construction-related costs of the Project.

D. The Department of Public Works requested TRPA release $128,075.00 in TRPA Water Quality Interest Mitigation Funds and authorize those funds for construction-related costs of the Project.

E. The Department of Public Works requested TRPA release $189,374.00 in TRPA SEZ Mitigation Funds and authorize those funds for construction-related costs of the Project.

F. At the August TRPA Governing Board meeting, the City's request to release and authorize TRPA Mitigation Funds as described in items C, D, and E herein, were approved.

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 $82,551 in TRPA Water Quality Mitigation Funding, $128,075 in TRPA Water Quality Interest Mitigation Funding, and $189,374 in SEZ Mitigation Funding for the Upper Bijou Park Creek Restoration Project.
2. Authorizes the Director of Finance to appropriate the accepted funding to the following Project accounts.

301-40051	Revenue (33312) TRPA Water Quality Mitigation Funds	(+)	$82,551.00
301-40051	Revenue (33324) TRPA Water Quality Interest Mitigation Funds	(+)	$128,075.00
301-40051	Revenue (33323) TRPA SEZ Mitigation Funds	(+)	$189,374.00
301-40051	Expenditure (48030) Upper Bijou Park Creek, Construction	(+)	$400,000.00

Adopted by the City Council of the City of South Lake Tahoe on September 10, 2024 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

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 11

Agenda Item: Community Development Block Grant Program Coronavirus Response Allocation of Remaining Funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation

Executive Summary: On November 15, 2023, the California Department of Housing and Community Development (HCD) informed current CDBG-CV grantees that a small amount of unclaimed funding is available for construction projects that have experienced unanticipated cost increases that can be substantiated and documented. On January 9, 2024, City Council approved Resolutions 2024-005 and 2024-020 approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV) to request additional funding. The amounts were changed by HCD of up to a twice. 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 August 8th, the City was notified by HCD 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. This action is consistent with the updated HCD stipulations and increases the potential funding to be provided to TCH through the subrecipient agreement.

Requested Action / Suggested Motions: Pass a Resolution authorizing an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV) for allocation of remaining funding for Tahoe Coalition for the Homeless Bears Den Inn Rehabilitation.

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-CDGB Bears Den Inn Rehabilitation.docx
02-Resolution_CDBG-CV_Remaining Funding.docx
03-January 09 2024 Staff Report.pdf
04-February 13 2024 Staff Report.pdf

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

Meeting Date: September 10, 2024

Title: Community Development Block Grant Program Coronavirus Response Allocation of Remaining 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, 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 (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 is available for construction projects that have experienced unanticipated cost increases that can be substantiated and documented. Funding is not guaranteed but unclaimed funds will 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.

Issue and Discussion: On January 9, 2024, City Council approved 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 approved 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. The staff report from January 9th and February 13th are attached for the full context on this Resolution (Attachment 3 and Attachment 4).

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.

It is recommended that the City Council adopt a Resolution approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV).

Financial Implications: The total grant funds spent by TCH are $305,885.11, with a remaining balance of $199,746.89. It is unknown at this time the total amount that HCD will release in unencumbered CDBG-CV funds to grantees with active CDBG-CV Standard Agreements and how much will be awarded to the City.

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 1.3.6 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

Action Item 3.1.3 Work with local partners to support permanent supportive housing/transitional homeless shelter resources and provide more services to mitigate existing homeless camps.

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.

Resolution of the Governing Body

RESOLUTION NO. __2024 - XXX___

A RESOLUTION APPROVING AN AMENDMENT TO THE STANDARD AGREEMENT ISSUED UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE (CDBG-CV)

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 ("State") of a Request for Additional Funds to fill gaps created by documented unanticipated cost increases. The funds would be added to its existing CDBG-CV Standard Agreement(s) with the State numbered 20-CDBG-CV2-3-00274 (the "Standard Agreement(s)") pursuant to the State's June 2020 CDBG-CV1 Notice of Funding Availability; December 2020 CDBG-CV2 and CV3 Notice of Funding Availability (NOFA); and/or the CDBG Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Second Substantial Amendment and the CDBG-CV Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Fifth Substantial Amendment.

List of Activity Funding:

Current Authorized amount(s) under Standard Agreement # 20-CDBG-CV2-3-00274

- CDBG-CV: $505,632.00
- Program Income: $0
- Total: $505,632.00

Amount of new CDBG-CV funds to be added to Standard Agreement # 20-CDBG-CV2-3-00274

- CDBG Not to exceed $1,286,038.00
- Program Income: $0
- Total: $1,286,038.00

Total amount of amended Standard Agreement # 20-CDBG-CV2-3-00274

- CDBG Grant Not to exceed $1,791,670.00
- Program Income: $0
- Total: $1,791,670.00

(*Add as many tables as necessary to document the requested amendment. Include associated budget changes, if any.*)

SECTION 2:

The City of South Lake Tahoe acknowledges compliance with all state and federal public participation requirements with respect to the proposed amendments to the Standard Agreement described in Sections 1 above.

SECTION 3:

The City of South Lake Tahoe hereby authorizes and directs the City Manager, or designee*, to execute and deliver all application(s), “Request(s) for Additional Funds,” and/or amendments to the Standard Agreement and act on the City’s behalf in all matters pertaining to all such application(s), “Request(s) for Additional Funds,” and/or amendments.

SECTION 4:

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager, or designee*, is authorized to enter into, execute, and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

SECTION 5:

If an amendment to the Standard Agreement is approved, the City Manager, or designee*, 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 this grant.

* *Important Note: If the designee is signing any application, agreement, amendment, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement or any subsequent amendments thereto.*

PASSED AND ADOPTED at a regular meeting of the *City Council* of the City of South Lake Tahoe held on

September 10, 2024 by the following vote:

[*Instruction: Fill in all four (4) vote-count fields below. If none, indicate "0" for that field.*]

AYES: _____ NOES: _____

ABSENT: _____ ABSTAIN: _____

_____
Cody Bass, Mayor
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 that (i) the above and foregoing is a full, true, and correct copy of a resolution duly adopted by said City Council, as applicable on this 10th day of September, 2024; (ii) such resolution has not been amended, modified, repealed or rescinded since the date of its adoption; and (iii) such resolution remains in full force and effect."

_____

Susan Blankenship, City Clerk of the City of South Lake Tahoe, State of California

(*Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.*)

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

Meeting Date: January 9, 2024

Title: Community Development Block Grant Program Coronavirus Response Allocation of Remaining 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, Interim 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, 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 (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.

Issue and Discussion: On November 15, 2023, HCD informed current CDBG-CV grantees that a small amount of unclaimed funding is available for construction projects that have experienced unanticipated cost increases that can be substantiated and documented. Funding is not guaranteed but unclaimed funds will 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.

TCH has encountered several challenges that have impacted the original scope of work, which include various unforeseen challenges and damage related to property upgrades and lack of labor that qualify for participation in a federally funded rehabilitation grant. These issues coupled with the relative the small scale of the project have made it challenging to secure a qualified contractor. Additionally, like many other properties this past winter, the project experienced extensive damage to the existing circa 1960s galvanized plumbing system, damage to the exterior paint, and extensive issues to the already aging asphalt in the parking lot due to freeze and thaw cycles. The bids received in 2022 and 2023 are close to double the cost estimates for the original scope of work in addition to the extensive work discovered through initial rehabilitation work. Attachment 4 contains the full list of remaining work for full rehabilitation with the cost according to bids received (Attachment 5).

As such, TCH has submitted a revised Scope of Remaining Work for full rehabilitation of the Bear's Den (Attachment 4) showing the documentation of new, increased project costs and the gap in CDBG funds being requested since the original application submitted for this program. Grantees with qualifying CDBG-CV construction projects may request up to a 25 percent increase to their award resulting in a maximum award of 125 percent of their original application.

It is recommended that the City Council adopt a Resolution approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV). It is also recommended that the City Council adopt an amendment (Amendment #2) to the Subrecipient Agreement between City of South Lake Tahoe and Tahoe Coalition for the Homeless for any additional funds allocated from the 2020 Community Development Block Grant Program – Coronavirus Response Round 2 & 3 authorized by Resolution 2022-003.

Financial Implications: The total grant funds spent by TCH are $109,780.33 with a remaining balance of $385,851.67. The total amount that HCD will release in unencumbered CDBG-CV funds to grantees with active CDBG-CV Standard Agreements and how much will be awarded to the City is unknown at this time.

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 1.3.6 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

Action Item 3.1.3 Work with local partners to support permanent supportive housing/transitional homeless shelter resources and provide more services to mitigate existing homeless camps.

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.

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

Meeting Date: February 13, 2024

Title: Community Development Block Grant Program Coronavirus Response Allocation of Remaining 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, 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 (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 is available for construction projects that have experienced unanticipated cost increases that can be substantiated and documented. Funding is not guaranteed but unclaimed funds will 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.

Issue and Discussion: On January 9, 2024, City Council approved 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. The staff report from January 9th is attached for the full context on this Resolution (Attachment 6).

The revised Scope of Remaining Work for full rehabilitation of the Bear's Den (Attachment 3) showing the documentation of new, increased project costs and the gap in CDBG funds being requested since the original application submitted for this program and the bids for the Scope of Remaining Work supporting the increased costs are attached (Attachment 4). The total amount requested is $1,169,124.88 to complete the rehabilitation of the Bear's Den property. Grantees with qualifying CDBG-CV construction projects may request this entire amount as of January 8th, 2024.

It is recommended that the City Council adopt a Resolution approving an amendment to the Standard Agreement issued under the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV). It is also recommended that the City Council adopt an amendment (Amendment #2) to the Subrecipient Agreement between City of South Lake Tahoe and Tahoe Coalition for the Homeless for any additional funds allocated from the 2020 Community Development Block Grant Program – Coronavirus Response Round 2 & 3 authorized by Resolution 2022-003.

Financial Implications: The total grant funds spent by TCH are $145,760.80, with a remaining balance of $349,871.20. It is unknown at this time the total amount that HCD will release in unencumbered CDBG-CV funds to grantees with active CDBG-CV Standard Agreements and how much will be awarded to the City.

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 1.3.6 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

Action Item 3.1.3 Work with local partners to support permanent supportive housing/transitional homeless shelter resources and provide more services to mitigate existing homeless camps.

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.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 12

Agenda Item: Addendum and Amendment #3 to the Subrecipient Agreement with Tahoe Coalition for the Homeless for 2020 Community Development Block Grant Program - Coronavirus Response Round 2 & 3

Executive Summary: On June 6, 2024, the Department of Housing and Community Development made a request for a Duplication of Benefits policy for the CDBG CV-2/3 funded project at Bearâ€™s Den. A Duplication of Benefits policy requires that grantees include documentation that a grant funded project is essentially not double-dipping funds for the same costs. In addition, The Subrecipient Agreement expires on October 1 , 2024 (Amendment #1), and the recommended amendment will increase the timeframe to March 31, 2026.

Requested Action / Suggested Motions: Pass a Motion approving the Duplication of Benefits Policy as an addendum to the Subrecipient Agreement between City of South Lake Tahoe and Tahoe Coalition for the Homeless for 2020 Community Development Block Grant Program - Coronavirus Response Round 2 & 3. It is also recommended that the City Council adopt an amendment (Amendment #3) to the Subrecipient Agreement extending the timeframe from October 28, 2023 to March 31, 2026.

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:

02-Duplication of Benefits Policy and Process for Bears Den CDBG-CV Funds.docx
03-C-004-2022 Tahoe Coalition for Homeless Subrecipient Agreement - signed.pdf
01- Staff Report_DOB Policy_TCH_Sept10.docx
03-Amendment_3_Subrecipient_Agreement_TCH_C.docx

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

Meeting Date: September 10, 2024

Title: Addendum of the Duplication of Benefits Policy and Amendment #3 to the Subrecipient Agreement between City of South Lake Tahoe and Tahoe Coalition for the Homeless for 2020 Community Development Block Grant Program – Coronavirus Response Round 2 & 3

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, authorizing the Subrecipient Agreement (Attachment 3) 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. This timeframe will need to be extended with the potential award of additional CDBG CV-2/3 funds.

Issue and Discussion: On June 6, 2024, the Department of Housing and Community Development made a request for a Duplication of Benefits policy for the CDBG CV-2/3 funded project at Bear's Den. A Duplication of Benefits policy requires that grantees include documentation that a grant funded project is essentially not double-dipping funds for the same costs. In the Duplication of Benefits policy (Attachment 2), there are documents for TCH to sign to ensure they maintain accounting principles to allow for tracking and separation of costs, in addition to clients signing that move to the property that they are documenting other assistance they have/are receiving.

City staff receive monthly disbursement requests from Tahoe Coalition for the Homeless that are thoroughly reviewed for accuracy and all invoices are accounted for. Staff also have a bi-monthly

call with TCH for updates related to other grants received to ensure there and controls and there is no duplication of benefits.

It is recommended that the City Council make a motion approving the Duplication of Benefits Policy as an addendum to the Subrecipient Agreement between City of South Lake Tahoe and Tahoe Coalition for the Homeless for 2020 Community Development Block Grant Program – Coronavirus Response Round 2 & 3.

It is also recommended that the City Council adopt an amendment (Amendment #3) to the Subrecipient Agreement extending the timeframe from October 1, 2024 (Amendment #1) to March 31, 2026.

Financial Implications: This grant is accounted for in CDBG Economic Development fund and account 256-06021. The total grant funds spent by TCH are $305,885.11. Of that amount $279,507.87 has been paid by the City to TCH and $130,856.47 has been reimbursed by HCD to the City. There is a balance of $199,746.89 remains unspent in the grant. It is unknown at this time the total amount that HCD will release in unencumbered CDBG-CV funds to grantees with active CDBG-CV Standard Agreements and how much will be awarded to the City.

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:

<u>City Strategic Plan</u>

Action Item 1.3.6 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

Action Item 3.1.3 Work with local partners to support permanent supportive housing/transitional homeless shelter resources and provide more services to mitigate existing homeless camps.

<u>City General Plan Housing Element</u>

Policy 1-1 The City shall adopt programs, ordinances, incentives, land use plans and other regulatory mechanisms that provide opportunities for the private sector to address the housing needs of citizens of all economic levels.

Policy 4-2 The City shall work with surrounding jurisdictions to address the causes of homelessness and the needs of transient homeless persons on a regional basis. The City shall support TCH and El Dorado County Community Services and in its countywide programs address the needs of homeless persons.

Policy 4-4 The City shall provide priority permit processing of projects that are targeted toward special-needs groups, such as seniors, the disabled (including the developmentally disabled), and the homeless, including priority for building plan check, subdivision map review, improvement plans for roadways and utilities, and environmental impact analysis.

City of South Lake Tahoe

Duplication of Benefits Policy and Process for Bears Den CDBG-CV Funds

City of South Lake Tahoe Duplication of Benefits Policy

The Rehabilitation of the Bear's Den Rehabilitation affordable housing project is funded through CDBG-CV funds allocated under the 2020 CARES Act and governed by the Federal Register Notice FR-6218-N-01-CDBG-CV, dated August 7, 2020.

All CDBG-CV grantees are required to complete a duplication of benefits analysis for assisted activities to demonstrate that no financial assistance has been received or is available to pay costs charged to a CDBG-CV grant. To comply with this requirement, the City of South Lake Tahoe, and its subrecipient Tahoe Coalition for the Homeless will demonstrate that no other funds are available for an activity by maintaining records of compliance with mandatory duplication of benefits requirements described in the Federal Register Notice of August 7, 2020.

A CDBG-CV grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee's policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably by evaluating need and the resources available to meet that need. It is the intent of this document to set forth the City of South Lake Tahoe's policy to uphold, enforce and document conformance with the duplication of benefit requirements which cover use of its CDBG-CV funds.

City of South Lake Tahoe Duplication of Benefits Process

The City of South Lake Tahoe is responsible for ensuring that the CDBG-CV funds awarded by HUD comply with all federal, state, and local requirements. In situations where funds are disbursed to subrecipients determined to be duplicative, the subrecipients, meaning those benefitting entities or persons from the program may be required to repay all or a portion of the funds received. This statement acknowledges the City of South Lake Tahoe's requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative.

To meet HUD's requirements, the City has developed a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably in evaluating need and the resources available to meet that need.

CITY OF
SOUTH LAKE TAHOE

Agency:

On an agency level, the Tahoe Coalition for the Homeless (TCH) is required to complete a Duplication of Benefits Affidavit, a copy of which is attached. This affidavit acknowledges the City's requirement that The Tahoe Coalition for the Homeless does not receive duplicative assistance for this project and maintain a separation of funds, and they must agree to repay assistance that is determined to be duplicative.

To meet HUD's requirements, TCH must develop and maintain a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably in evaluating need and the resources available to meet that need.[1] The subrecipient (TCH) is managing funds and reimbursements correctly.

Beneficiary:

During intake, beneficiaries of this program or individuals moving into the affordable housing project are required to complete a Duplication of Benefits Affidavit, a copy of which is attached. This certifies that the beneficiary does not have alternative housing options, are receiving other subsidies, or other duplicative assistance.

The steps in place to ensure compliance with Duplication of Benefits requirements are:

1. Upon receiving a referral in HMIS, case manager must ensure that the beneficiary is not already housed or has alternative housing options.

2. During intake, the case manager will review DOB policy and ensures the client completes a Duplication of Benefit Affidavit/Certification (attached).

3. The beneficiary must sign the policy and list any other income or housing sources that may be deemed potentially duplicative (FEMA, HUD, private funding, CDBG-DR, ESG, etc.

4. The City may document the lack of a duplication of benefits utilizing the HCD individual DOB Tracking Form and the HCD Project Tracking Forms.
5. The Tahoe Coalition for the Homeless will be required to sign a Subrogation Statement or Agreement to address concerns around the potential for future duplication.

6. When an application is approved in part, the City will also include in the funding documents specific information

[1] The City anticipates additional guidance in this regard will be forthcoming from HUD and will review its process to ensure compliance at that time.

CITY OF SOUTH LAKE TAHOE

7. In the event that an application is approved in part, the City will also include in the funding documents specific information around what the funds may be spent on so as to avoid duplication of benefits.
8. The City will require all successful applicants to provide documentation as to how funds are actually expended and will review this documentation to ensure no duplication has taken place.

Recapture Policy Components:

1. Prioritization
   The City of South Lake Tahoe has the authority and shall consider recapturing the full amount of ineligible assistance, regardless of City staff or recipient responsibility in errors.

   Recapture priority levels are based on ineligible amounts of funds received. In all cases, the City will assess the recovery amount, recipient's ability to repay, cost effectiveness, and other mitigating circumstances, to make a determination.

   Each priority level has a progressively higher threshold for waiver consideration. Recipient case files shall include documentation noting consideration factors and results.

Grant Recovery Amount	Priority Level
>$5,000	High Priority
$1,000 - $5,000	Medium Priority
<$1,000	Low Priority

2. Notification
   All grant fund subrecipients have an obligation to notify the City of South Lake Tahoe upon the award and/or receipt of any funds that may be a duplication of benefits for funds awarded through the CDBG-CV program.

   If the City of South Lake Tahoe identifies a duplication of benefits or payment of ineligible funds, the City of South Lake Tahoe will notify the recipient(s) via email. The notice will include the amount of ineligible assistance to be repaid, the reason for ineligibility, and a timeline for recipients' response (up to 30 days at the discretion of the City of South Lake Tahoe).

3. Method of recapture and repayment
   If recipients cannot repay ineligible grant funds, compromise settlements may be negotiated. If reached, the contract must state that if default occurs, recipient will owe the entire amount of the distribution, not simply the negotiated amount. Compromise should consider recipients finances and ability to pay. Recipients can repay in a lump-sum payment of the entire amount due or enter into a

repayment agreement. This formal document prepared by the City of South Lake Tahoe, signed by both parties, and stored in the City record system. Accrued interest may be waived from the repayment agreement if City of South Lake Tahoe determines interest is “against equity and good conscience”. The recipient will pay a set fee each payment period equaling the repayment amount plus processing costs of collection. For Rehabilitation or Reconstruction grants, a lien will be placed on the property for the duration of the payment schedule.

If no agreement can be reached, the City of South Lake Tahoe may use the fullest extent of the law to seek repayment of all ineligible assistance received plus the collection costs. The City of South Lake Tahoe’s efforts to collect ineligible assistance may include repayment agreements, court orders, garnishment of wages and/or income tax returns, the use of private or public collection agents, and any other remedies available, on a case-by-case basis.

The City of South Lake Tahoe retains rights to resolve disputes, compromise debts (negotiate settlement amounts less than the full amount), suspend or terminate collection, and refer debt for litigation.

CITY OF
SOUTH LAKE TAHOE

CDBG – CV 2/3: Rehabilitation of the Bear's Den Affordable Housing Project
Duplication of Benefits Affidavit

Duplication of Benefits (DOB) are prohibited under the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) and are required per HUD Community Development Block Grant (CDBG) guidelines.

By executing this Affidavit, the Applicant acknowledges and signifies that the undersigned did not receive additional assistance from COVID 19 relief funding provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Any information provided that proves undersigned received said benefits will lead to forfeiture of any funds granted and cause for termination from receiving CDBG – CV 2/3 funds from the City of South Lake Tahoe for the rehabilitation of the Bear's Den Affordable Housing Project.

I understand that this affidavit is appended to and part of the Subrecipient Agreement that Tahoe Coalition for the Homeless executed with the City for CDBG-CV funds and is a condition of the receipt of such funds.

I certify that the information that I have provided above is an accurate and complete disclosure. I understand that to perjure myself in order to obtain assistance is a fraudulent offence for which I can be prosecuted.

Date:_____

Name of Organization: _____

Name of Agency Representative & Title: _____

Agency Representative Signature:_____

CITY OF SOUTH LAKE TAHOE

CDBG – CV 2/3: Rehabilitation of the Bear's Den Affordable Housing Project
Duplication of Benefits Affidavit

Duplication of Benefits (DOB) are prohibited under the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) and are required per HUD Community Development Block Grant (CDBG) guidelines.

By executing this Affidavit, the I acknowledge and signify that the undersigned did not receive additional assistance from COVID 19 relief funding provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

Please identify any other rental/housing assistance funds that the individual has received or anticipates receiving. Sources of funds include but are not limited to: Federal, state, and local government, church, or nonprofit assistance programs.

I have received the following recovery assistance funds:

Assistance	Amount	Use of Funds
	$	
	$	
Other (please name):	$	

☐No members of the household have received any type of rental and/or housing assistance in the last three months.

I hereby certify that:

1. I have received no other rental and/or housing assistance funds other than that set forth above.
2. If I receive duplicated benefits, I will repay the duplicated benefits.
3. I certify under penalty of perjury that all information provided as part of this application is true and correct to the best of My knowledge.

Date _____

Print Name _____ *Signature* _____

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN CITY OF SOUTH LAKE TAHOE
AND
TAHOE COALITION FOR THE HOMELESS
FOR
2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-
CORONAVIRUS RESPONSE ROUND 2 & 3

THIS AGREEMENT, entered this 4th day of January, 2022 by and between the City of South Lake Tahoe (herein called the "Grantee") and Tahoe Coalition For The Homeless (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and been awarded funding from the United States Government under 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.; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2020 Coronavirus Response Round 2/3 grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Rehabilitation of the Bears Den Inn (2250 Lake Tahoe Blvd)
CDBG-CV 2 & 3 funding will support completion of all improvements listed in the Physical Needs Assessment (Attachment A) described for Tiers 1 and 3 as the minimum improvements necessary to satisfy current building code standards and allow Interim Housing with occupancies 30 days or longer. This work includes:

- 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 (1) 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.

General Administration

Subrecipient will ensure completion of the activity described above in compliance with all applicable laws and regulations. Subrecipient will provide all project and contract management and administration associated with completion of the activity in a manner consistent with the funding source and will maintain documents and records necessary to demonstrate compliance. Subrecipient will provide the Grantee with documentation and information necessary to complete all grant reporting.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the low and moderate income persons National Objective by implementing rehabilitation efforts on property purchased with Homekey Program funds in order to provide long-term housing for persons experiencing or at risk of homelessness who are at high risk for serious illness and are impacted by COVID-19.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity	Total Units
Activity #1	Rehabilitation of property located at 2250 Lake Tahoe Blvd (Bears Den Inn) as described in Paragraph I.
Activity #2	Subrecipient will provide housing units for at least 21 low-income persons experiencing homelessness or at imminent risk of homelessness

D. Staffing

Subrecipient commits the following staffing to delivery of the described activity:

- Executive Director (currently Cheyenne Purrington)
- Director of Housing (currently Kimberly Peterson)
- Project Manager (currently Angela Clark)
- Maintenance Technician/Design Technician/Engineer (Richard Chilcott)
- Director of Administration (Jennifer Goode)

Subrecipient shall notify Grantee of any changes in the Key Personnel assigned or their general responsibilities under this project.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start upon execution of this Agreement and end on October 28, 2023. The Scope of Service described in Paragraph I shall be completed in accordance with the following milestones:

- Within 120 days of execution: Design work procurement and contract(s) executed (Architectural, structural, civil, mechanical, electrical, etc.)
- Within 180 days of execution: Construction work procurement and contract executed (general contractor and subs)
- Within 180 days from date of execution: Building Permit application submittal to City
- Within 400 days of execution: Commence construction
- Within 600 days of execution: Construction complete and final inspection sign off from City achieved

III. BUDGET

Line Item	Amount:
Professional Services	$88,000
Construction	$351,900
General Administration	$55,732
TOTAL	$**495,632**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $495,632. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance milestones as specified in Paragraph II. It is agreed and understood that payment for work inconsistent with the performance milestones and scope of services described in this agreement shall not be provided.

Subrecipient shall submit quarterly progress reports to Grantee along with reimbursement requests which include a cover letter describing the reimbursement request as it relates to the scope of work and performance milestones along with an invoice, receipts, cancelled checks, and any other documentation necessary to support compliance with this agreement. Grantee shall provide reimbursement payments to Subrecipient quarterly upon receipt and review of reimbursement requests. Grantee is not responsible for direct payment of any goods or services procured by the Subrecipient. Grantee reserves the right to deny a request or request additional documentation to verify eligibility of an expense.

Payment will not be provided if performance milestones have not been met. Payment will also not be provided if any reimbursement requests that Grantee has submitted to the Department of Housing and Community Development (HCD) have been denied, until payment by HCD is resolved. Grantee shall make every effort to expeditiously resolve any reimbursement issues and communicate to Subrecipient the delay in reimbursement. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Subrecipient
Joseph Irvin, City Manager	Cheyenne Purrington, Executive Director
City of South Lake Tahoe 1901 Lisa Maloff Way South Lake Tahoe, CA 96150 (530) 542-6043	Tahoe Coalition For The Homeless PO Box 13514 South Lake Tahoe, CA 96151 (530) 600-2822

VI. SPECIAL CONDITIONS

If the existing tenant (Heavenly Valley, Limited Partnership) fails to vacate the premises prior to June 1, 2022, such that Subrecipient fails to gain access to the premises to conduct the repair work, then this agreement will automatically terminate and no payments will be made to Subrecipient

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Reports

The Subrecipient shall submit quarterly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with City and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

1. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

2. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be

inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that 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 low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work

undertaken in connection with a 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 low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. 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;

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; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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.C. 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, 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).

C. Lead-Based Paint

The Subrecipient 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 undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) 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.

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 property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date Jan 5, 2022

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee] [Subrecipient]

By Devin Middlebrook (Jan 6, 2022 09:19 PST) By Cheyenne Purrington (Jan 5, 2022 23:31 PST)

Devin Middlebrook, Mayor Cheyenne Purrington, Executive Director

Attest

Susan Blankenship, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # 94-1610868

Heather Stroud
Heather Stroud (Jan 5, 2022 16:37 PST)

Heather Stroud, City Attorney

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

C-004-2022 Tahoe Coalition for Homeless Subrecipient Agreement

Final Audit Report 2022-01-06

Created:	2022-01-06
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYk3iKhzcWkCNa_3_h0pz76h8cqWkCiS0

"C-004-2022 Tahoe Coalition for Homeless Subrecipient Agreement" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
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Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)

Signature Date: 2022-01-06 - 5:19:19 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.

2022-01-06 - 5:19:19 PM GMT

CITY OF SOUTH LAKE TAHOE

Development Services Department

Amendment #3 to Subrecipient Agreement between the City of South Lake Tahoe and Tahoe Coalition for the Homeless

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.

This Amendment is made on September 10, 2024 to the Subrecipient Agreement entered into as of January 5, 2022 (C-004-2022) by and between the City of South Lake Tahoe, a municipal corporation ("Grantee") and Tahoe Coalition for the Homeless ("Subrecipient"). The parties ("Grantee" and "Subrecipient") hereby agree to the following amended terms:

Section II is hereby amended as follows:

Services of the Subrecipients shall start upon execution of this Agreement and end on March 31, 2026.

All other provisions of the Subrecipient Agreement shall remain in full force and effect.

_____	_____
Joseph Irvin, City Manager	Kimberly Peterson, Executive Director
_____	_____
Date	Date

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 13

Agenda Item: Restricted Grant Agreements with the California Department of Transportation Accepting up to $420,517 the South Lake Tahoe Multimodal Mainstreet Corridor Plan

Executive Summary: This item includes authorization of a resolution including specific language required by the Sustainable Transportation Planning grant program and designation of the Public Works Director to execute the required grant agreement documents necessary to receive up to $420,517 in grant funds to develop the Corridor Plan.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Public Works Director, or designee, to execute all Restricted Grant Agreements and any amendment thereto with the California Department of Transportation for the South Lake Tahoe Multimodal Mainstreet Corridor Plan, and amending Fiscal Year 2023/2024 budget to appropriate grant funds and matching funds totaling $475,000 to the project account.

Responsible Staff Member: Jason Burke, Complete Streets Program Manager, Andra Burnam, Office Manager

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

Attachments:

01-Staff Report - CalTrans Grant Agreement.docx
02-Resolution.docx
03-Award Letter.pdf

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

Meeting Date: September 10, 2024

Title: Restricted Grant Agreements with the California Department of Transportation for the South Lake Tahoe Multimodal Mainstreet Corridor Plan

Location: U.S. Highway 50 and State Route 89, Citywide.

Responsible Staff Member: Jason Burke, Complete Streets Program Manager, Andra Burnam, Office Manager

Background: On November 21, 2023, the City Council approved Resolution 2023-108, authorizing the application for the South Lake Tahoe Multimodal Mainstreet Corridor Plan grant be submitted to the Caltrans Sustainable Transportation Planning Grant program requesting a grant and commitment of the 11.47% grant match and allocated $80,000 in cash match (recently updated to the required $54,483) from the City General Fund. On July 9, 2024, the City was notified that the Sustainable Transportation Planning grant had been award to the Corridor Plan project.

Issue and Discussion: As a part of the conditions for obtaining the Sustainable Transportation Planning grant, the City Council is required to adopt the attached resolution before September 13, 2024 in order to stay on track with the grant schedule. The attached resolution will authorize City staff to negotiate and execute the required agreements and move on to acceptance of the grant funding and issuance of a request for proposals (RFP) for consultant services to assist with the development of the Corridor Plan.

Financial Implications: City Council Resolution 2023-108 committed the city to setting aside up to $80,000 in grant matching funds for the grant application. The project total in the grant is $475,000, with a required 11.47% match in the amount of $54,483, well under the previously authorized amount of $80,000. The $54,483 in undesignated General Fund Reserves will leverage $420,517 in grant funds for this initiative.

Environmental Considerations: The authorization to enter into a grant agreement and complete a planning study and corridor plan is Statutorily Exempt from CEQA under section 15262 (Feasibility and Planning Studies) and Categorically Exempt under section 15305, Class 6 (Information Collection).

Policy Implications: Authorizing City staff to enter a grant agreement will provide funding to complete the necessary community outreach, technical analysis and development of a plan will define improvements to the highways in the City for all types of multi-modal transportation in a manner that is safe and accessible to all. The Project advances the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.4 (Transportation):** Building on the US 50 Safety project, develop a corridor plan for Highway 50 from the “Y” to “Stateline”, including major connecting arterials, while identifying options to prioritize alternative modes of transportation such as dedicated bus lanes, bike and pedestrian enhancements and the city-wide gondola.

- **Action Item 2.3 (Connectivity):** Enhance the connectivity of the community for those on foot and bike, while promoting a car-free culture.
- **Action Item 5.3 (Infrastructure and Maintenance):** Actively seek funding to develop sustainable infrastructure projects, based on the prioritized capital improvement project list.

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

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

September 10, 2024

Authorization to Execute Agreements with the California Department of Transportation for the South Lake Tahoe Multimodal Mainstreet Corridor Plan

BACKGROUND

A. The City of South Lake Tahoe is eligible to receive Federal and/or State funding for certain transportation planning-related plans, through the California Department of Transportation.

B. A Restricted Grant Agreement is needed and will be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program.

C. On November 21, 2023, The City Council approved Resolution 2023-108, authorizing the application for the South Lake Tahoe Multimodal Mainstreet Corridor Plan grant application be submitted to the Caltrans Sustainable Transportation Planning Grant program and allocated up to $80,000 (actual needed is $54,483) in grant match from the City General Fund Undesignated Excess Reserve.

D. The grant acceptance authorization, request to delegate authorization to execute the Restricted Grant Agreement and any amendments thereto; the Director of Public Works.

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

1. Authorizes the Public Works Director, or designee, to execute all Restricted Grant Agreements and any amendment thereto with the California Department of Transportation for the South Lake Tahoe Multimodal Mainstreet Corridor Plan.
2. Amends Fiscal Year 2023/2024 budget to allocate up to $420,517 in grant funds to project account 301-50050-33220, transfer $54,483 in City grant matching funds to account 301-50050-36300 and make expenditure appropriations up to $475,000 into account 301-50050-42020 Professional Service in the US HWY 50 Sustainable Transportation project account.

Adopted by the City of South Lake Tahoe City Council on September 10, 2024, 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.

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS–32 SACRAMENTO, CA 94273–0001
(916) 261-3326 | TTY 711
www.dot.ca.gov

July 9, 2024

SENT VIA E-MAIL

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Sustainable Transportation Planning Grant award.

Sustainable Transportation Planning Grant Program					
Grant Award Fiscal Year	24-25	**Grant Category**	Sustainable Communities Competitive	**Grant Fund Source**	SHA
Project Title	South Lake Tahoe Mulitmodal Mainstreet Corridor Plan				
Grantee/Agency	City of South Lake Tahoe				
Executive Director	Joe Irvin				
Grantee/Agency Contact	Anush Nejad				
Sub-Recipient(s)					
Caltrans District Contact(s)	Catherine Chiu				
Caltrans District Contact(s) E-mail	catherine.chiu@dot.ca.gov				

Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
$420,512	$54,483	N/A	$54,483	11.47%	$475,000

Conditions of Award Due to Caltrans	Grant Expiration Date	Final Invoice Due
8/16/24	6/30/27	8/29/27

*** The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.**

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Meeting with your agency soon.
    - The attached specific and general conditions and project revisions necessary to accept grant funding will be discussed at this meeting.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
    - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the attached specific and general conditions.
4. Once the required conditions are met and the agreement is executed, the Caltrans District Grant Manager will:
    - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). *Grant work cannot begin until the Notice to Proceed letter is received by your agency.*
    - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,

ERIN THOMPSON
Chief, Office of Regional and Community Planning

Attachments:
Specific and General Conditions

Sustainable Transportation Planning Grant Program

Grant Award Specific and General Conditions

Specific Conditions

If Specific Conditions have been identified for this grant, they will be listed below. Please make all necessary revisions to the Grant Application Cover Sheet, Scope of Work (SOW), and/or the Cost and Schedule, and complete the right column to indicate where the specific conditions were addressed.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)
1. Include an administrative kick-off meeting with Caltrans as a deliverable for Task 01.	
2. Identify the methodology used to create the prioritized list of infrastructure improvements.	
3. For Task 3, ensure outreach efforts are coordinated with tribal communities and address potential language barriers to maximize public input.	
4. Identify the authorized signer(s) and email address(s) for the grant agreement that will be routed via Adobe Acrobat Sign	
5. Complete form STD 1000 - Generative Artificial Intelligence (GenAI) Disclosure & Factsheet	

Specific Conditions	Conditions Addressed List Document, Section & Page(s)

General Conditions

Please review the General Conditions below and complete them, as necessary. Most of these items are outlined in the Grant Application Guide, Ch. 6 and Appendix B.

- **Board Resolution** – A current (less than one year old) Local Board Resolution, signed by the governing board that includes the grant project title and job title of the person authorized to enter into a contract with Caltrans, is required to be submitted to Caltrans by September 13, 2024.
- **Government Entity Taxpayer ID Form** is now required in place of the previously required STD-204. It is required by Caltrans Accounting to ensure payments are sent to the correct recipient and address.
- **Generative Artificial Intelligence (GenAI) Disclosure (STD 1000)** is a new form now required by Caltrans for all contract submittals. The Solicitation Number field can be left blank.
- **Scope of Work (SOW) and Project Cost and Schedule** (Refer to Grant Application Guide, Appendix B Checklists) These are frequently missed requirements:
  - Project Management stand-alone tasks, staff and/or consultant coordination are not allowed. Project Management activities must be charged to the tasks in which they are accrued.
  - Include tasks for a kick-off meeting with Caltrans, invoicing, quarterly reporting, and Board adoption or acceptance.
  - Ensure the deliverable for the consultant procurement task includes: Request for Proposal (RFP), executed consultant contract, and a copy of your agency's procurement procedures.
  - The earliest project start date is November 4, 2024, with an end date of June 30, 2027. The Project Cost and Schedule will need be updated to reflect your proposed start date. At least one task must extend to the grant expiration date on June 30, 2027.
  - Indirect Costs - For Local Government Agencies requesting to bill for indirect costs: Indirect costs must be identified in the SOW and Project Cost and Schedule, and the indirect cost rate included at the bottom of the Project Cost and Schedule.
- **Grant Application Cover Sheet and Project Cost and Schedule**
  - Ensure the grant award, local match, and total project costs are consistent with the award letter amounts.
- **Grant Application Cover Sheet** - Must identify the specific source of cash and in-kind local match funds; and must identify the agency providing the local match.
  - If your agency is using staff time as a cash match, the application cover sheet must identify the source of local match funds for staff time (e.g., General Fund).
  - Direct grantee staff time is not an allowable in-kind match and must be identified as cash match.
- **Third Party In-Kind Valuation Plan, if applicable** - Third-party in-kind contributions consist of goods and services donated from outside the grantee's agency (e.g., printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). If utilizing third-party in-kind contributions to satisfy the local match requirement:
  - Ensure in-kind contribution information is identified on the Grant Application Cover Sheet and Project Cost and Schedule.
  - To clarify, sub-recipient staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.

- Submit a Third-Party In-kind Valuation Plan. The district can provide a copy of the valuation plan checklist and template.

- **Ensure Consistency** - All changes made to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule are made consistently in all documents.

Grant Administrative Requirements

Refer to the Grant Application Guide, Ch. 6, and the Restricted Grant Agreement boilerplate for a detailed overview of the Grant Administrative Requirements that must be adhered to over the life of the project. In summary:

- **Third Party Contracts** - Competitive consultant procurement, i.e., Request for Proposals (RFP) is required for all grant projects.
  - If there is a consultant on-board, ensure the process to procure the consultant was a competitive process (documentation must be provided to Caltrans); the grant work must have been part of the original RFP.
  - If using an on-call consultant list, the process for establishing the list must be competitive and less than five years old (documentation must be provided to Caltrans)
  - If the consultant helped to prepare the Project Scope of Work or grant application, they shall not be considered in the consultant procurement.

- **Quarterly Reporting** – Quarterly Progress Reports (a narrative of completed project activities) are submitted on a quarterly basis.

- **Invoicing and Financial Requirements** –
  - Maintain a proper accounting system (MS Excel is unacceptable).
  - Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly.
    - One-time, lump sum invoices are not allowed.
    - If requesting reimbursement of indirect costs, a copy of the ICAP/ICRP acceptance letter must be submitted with the first invoice.
    - Local match commitments must be satisfied with every RFR/invoice, including any local match amount above the minimum amount. If you are unable to meet this commitment, coordinate with your district Contract Manager.
    - All work must be completed by June 30, 2027.
    - Final RFR/invoice and the final product are due no later than August 29, 2027.
    - The final RFR/invoice will not be processed without the final product.
  - An Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) must be submitted each year to the Inspector General Independent Office of Audits and Investigations for approval. Instructions for submitting an ICAP/ICRP are available at the following webpage: https://ig.dot.ca.gov/resources

- **Grant Amendments** - Proposed changes to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule (e.g., local match amount, fund source, movement of funds) will require an Amendment and Caltrans approval. Please contact Caltrans for guidance on this process.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 14

Agenda Item: Fiscal Year 2024-2025 Investment Policy and Authority

Executive Summary: City Council will formally consider the City's Investment Policy, and reaffirm the use of this policy for fiscal year 2024-2025. California law requires all public agencies to annually present a formal investment policy to City Council approval. The fiscal year 2024-2025 policy is submitted with several changes which are explained in the staff report and are identified in the attached Exhibit A. The policy formally delegates investment authority to the City Treasurer, and grants the City Manager the formal authority to assign a second official (Finance Director) to perform investment management during absences of the City Treasurer. The policy prioritizes safety, liquidity, and then yield, and establishes various limits on the term, percentage of the City's portfolio authorized in various instruments and caps on investments in various instruments, and prohibits certain types of investments deemed to carry greater risk. City staff presents a report on the status of the City's investments on a quarterly basis. The most recent, June 30, 2024 report will be presented at September 24, 2024 council meeting with the next report scheduled for December. The City's primary investment instrument is the Local Agency Investment Fund (LAIF), a California state pool (approximately 50% of the City's portfolio as of the quarter ended June 30, 2024). LAIF is highly liquid, safe, and typically generates a competitive yield (4.48% as of the end of the June 30, 2024 quarter). The City's other primary investment instruments are Government Agency funds and certificates of deposit.

Requested Action / Suggested Motions: Pass a Resolution delegating investment authority to the City Treasurer and adopting the City Investment Policy for the fiscal year from October 1, 2024 to September 30, 2025.

Responsible Staff Member: Olga Tikhomirova, Director of Finance

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

Attachments:

01-Staff Report - Investment Policy 2024-2025.docx
02-Resolution - Investment Policy 2024-2025.docx
03-Investment Policy - 2024-2025 (Exh. A to Reso).pdf
04-Investment Policy - 2024-2025 redline.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: September 10, 2024

Title: Fiscal Year 2024-2025 Investment Policy

Location: Citywide

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

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

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

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

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

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

Added **COVER PAGE** and **TABLE OF CONTENTS.**

I. POLICY – Changed opening paragraph to better explain the City's policy.

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS – Created preferable explanation of the City's broker/dealers and investment services they are to provide.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS – Updated the list to add money market mutual funds to types of securities the City can invest in.

XII. DIVERSIFICATON – Minor clean up and clarifying changes.

XV. PERFORMANCE STANDARDS – Changed within lines from “to augment returns above the market” to “returns in the range of the average rate of return” which more fittingly represents the City’s goals.

ATTACHMENT B – Removed. It is not required by Californian Government Code section 53601.

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

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

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

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

September 10, 2024

Delegating investment authority to the City Treasurer and reconfirming and adopting the City Investment Policy for the fiscal year October 1, 2024 through September 30, 2025

BACKGROUND

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

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

C. The Fiscal Year 2024-2025 policy presented for Council review and approval is submitted with several changes which are explained in the staff report and are incorporated in the attached Exhibit A.

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

1. Hereby reconfirms and adopts the Fiscal Year 2024-2025 Investment Policy (attached hereto as Exhibit A).
2. Delegates formal investment authority to the City Treasurer and the Finance Director (as designated by the City Manager, in the absence of the City Treasurer).

Adopted by the City of South Lake Tahoe City Council on September 10, 2024 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

CALIFORNIA

Investment Policy
Fiscal Year 2024-2025

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I. POLICY

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

II. SCOPE

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

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

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

III. PRUDENCE

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

IV. OBJECTIVE

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

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

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

V. DELEGATION OF AUTHORITY

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

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

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

VI. ETHICS AND CONFLICT OF INTEREST

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

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

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

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

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

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

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

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

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

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

Attachment A: Investment Guidelines Summary Table

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

IX. INVESTMENT POOLS/MUTUAL FUNDS

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

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

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

X. COLLATERIZATION

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

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

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

XI. SAFEKEEPING AND CUSTODY

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

XII. DIVERSIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. MAXIMUM MATURITIES

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

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

XIV. INTERNAL CONTROL

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

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

XV. PERFORMANCE STANDARDS

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

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

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

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

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

XVI. REPORTING

The City Treasurer shall provide investment information to City Council.

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

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

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

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

XVII. INVESTMENT POLICY ADOPTION

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

XVIII. GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A:

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

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

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

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

GLOSSARY

AGENCIES: Federal agency securities.

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

ASKED: The price at which securities are offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PORTFOLIO: Collection of securities held by an investor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~City of South Lake Tahoe~~

CITY OF
SOUTH LAKE TAHOE
CALIFORNIA

Investment Policy
Fiscal Year ~~2023~~ 2024-2025

~~I. POLICY~~

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I. POLICY

This policy is intended to provide guidelines for the prudent investment of the City of South Lake TahoeTahoe's (City) to invest public funds in a manner whichand to enhance the economic status of the City while protecting its pooled cash. Funds will provide the highest investment returnbe invested in accordance with the maximum security while meeting the daily cash flow demands of the entity and conforming to all statethis policy and local statutes governing the investmentwith applicable sections of public fundsthe California Government Code.

II. SCOPE

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

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

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

III. PRUDENCE

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The standard of prudence to be used for managing the City's investments shall be California Government Code Section 53600.3, the prudent investor standard, which states "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing,

including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

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IV. OBJECTIVE

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

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

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

V. DELEGATION OF AUTHORITY

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

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

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

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VI. ETHICS AND CONFLICT OF INTEREST

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

VII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

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

1. ~~On an annual basis, the Treasurer shall recommend a list of at least three~~ The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution;

~~broker/dealers who are authorized to provide investment services. The list shall be approved by the City Council. All broker/dealers who wish to be considered for the list must meet the following minimum requirements;~~

1.1 Must certify that they have read and agree to comply with the investment policies of the City.

1.2 Must be a "primary" or regional dealer that qualifies under the Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).

1.3 Must be experienced in institutional trading practices and familiar with the California Government Code as related to investments for local governmental agencies.

1.4 Must have been in business for at least three years.
1.5 Must provide current audited financial statements.
1.6 Must provide proof of Financial Industry Regulatory Authority certification.

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

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

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

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

1. Certificates of Deposit (or Time Deposits) placed with commercial banks and or savings and loan institutions.
2. Bankers' Acceptances.
3. Securities of the U.S. Government or its agencies.
4. Commercial Paper.
5. Medium-Term Corporate Notes.
6. Local Agency Investment Fund (State Pool) Demand Deposits, (LAIF).
7. Negotiable Certificates of Deposit.
8. Passbook Savings Account Demand Deposits.
9. Government Security Mutual Funds.
10. ~~Bonds, Notes or California State and Local Agencies~~ Money Market Mutual Funds.

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~~11~~ 11. Bonds, Notes or California State and Local Agencies.
12. Bond proceeds may be invested as authorized by California Government Code 53601(m) but may also be invested in authorized investments as outlined in bond covenants and agreements.
~~12~~13. Notes, Bonds and other securities of all fifty United States.
~~13~~14. Supranationals

Attachment A: Investment Guidelines Summary Table

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

IX. INVESTMENT POOLS/MUTUAL FUNDS

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

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

X. COLLATERIZATION

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

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

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

XI. SAFEKEEPING AND CUSTODY

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

XII. DIVERSIFICATION

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

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

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

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

1. Certificate of Deposit: Certificates of deposit ~~or "time deposits"~~ of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 25 percent of the portfolio (GC 53601(i)). In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating equivalent to FDIC rating of "One" or "Two" or a Sheshunoff performance rating of A or better.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Bond Proceeds: Section 53601 (m) allows greater flexibility with respect to the types of investments that may be made with bond proceeds. Specifically, the law permits money from

bond proceeds, obligations under a lease, installment sales, or other agreements of a local agency to be invested in any security that meets the statutory provisions governing the issuance of the bond or other agreements made by the issuing agency. In doing so, this section of the code recognizes that outstanding contracts between issuers and bond holders may not comply with the investment statutes and gives local agencies greater discretion in how to invest bond proceeds.

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

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

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

XIII. MAXIMUM MATURITIES

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

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

XIV. INTERNAL CONTROL

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

The Finance department shall establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial

markets, or imprudent actions by employees and officers of the City. Controls deemed most important include; control of collusion, separation of duties, separating transition authority from accounting and record keeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and ethical standards.

XV. PERFORMANCE STANDARDS

The investment portfolio will be designed to attain at least a market-average rate of return during budgetary and economic cycles. Whenever possible, and consistent with risk limitations as defined herein and prudent investment principles, the Treasurer shall seek to augment returns abovein the marketrange of the average rate of return as shown onof the average2-year CMT (Constant Maturity Treasury) whose maturity most closely matches the average maturity of the portfolio. In addition, the City portfolio will be compared with LAIF and the goal is to maintain a higher positive annual yield than LAIF's annual yield.

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

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

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

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

XVI. REPORTING

The City Treasurer shall provide investment information to City Council.

Periodic Reports – If any, the City Treasurer will provide a monthly transaction report of all investments including any pooled investment fund portfolio to the City Council, City Manager, Chief Financial Officer and City Clerk. Also, within thirty days of the end of each quarter a full report of the City's operational cash investment portfolio report will be provided

with additional information such as market pricing. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund (LAIF), the report shall also include a current market value as of the date of the report and shall include the source of this same valuation.

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

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

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

XVII. INVESTMENT POLICY ADOPTION

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

XVIII. GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A:

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

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

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

The Investment Policy sets forth minimum credit ratings for each type of permitted security.

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

Attachment B:

The City's approved and active broker/dealers are shown below:

Douglas Robinson – Osaic, Inc. (RCM Robinson Capital)
27 Reed Blvd.
Mill Valley, CA 94941
(415) 771-9421

John R. Williams – Wells Fargo Bank
333 Market St.
San Francisco, CA 94105
(415) 644-9026

Rene Molina – Mutual Securities
807-A Camarillo Spring Rd.
Camarillo, CA 93012
(866) 899-5544

Possible new broker/dealer – applied for:

Don Collins – Wedbush Securities
500 Newport Center Dr. #850
Newport Beach, CA 92660
(949) 719-3237

GLOSSARY

AGENCIES: Federal agency securities.

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

ASKED: The price at which securities are offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PORTFOLIO: Collection of securities held by an investor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 15

Agenda Item: Permanent Local Housing Allocation (PLHA) Grant Amendment

Executive Summary: On March 12th, staff anticipated the use of $140,000 in funds from the Community Development Block Grant (CDBG) Program Income Fund 255 for this project. However, the California Department of Housing and Community Development (HCD) denied the use of funds for ADUs which changed since City staff originally requested the use. Staff identified the use of Permanent Local Housing Allocation (PLHA) Formula funds to be used since $223,018 does not yet have a designated use. To use PLHA formula funds, staff must submit another amendment to HCD to the following additional eligible activity.

Requested Action / Suggested Motions: Pass a Resolution authorizing an amendment to the PLHA application that was initially authorized by Resolution 2020-060 and amended in Resolution 2023-095 to be utilized for the Preapproved Accessory Dwelling Unit plans.

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:

02-Resolution PLHA Amendment.pdf
01-Staff_Report_-_PHLA (1).docx

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

Meeting Date: September 10, 2024

Title: Amendment to Permanent Local Housing Allocation (PLHA) Grant Eligible Activities

Location: Citywide

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

Background: The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for $195 million for the Permanent Local Housing Allocation (PLHA) program. Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 363, Statues of 2017). SB 2 established a Fund and authorized HCD to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet needs of their communities. Under the Formula PLHA program, the City of South Lake Tahoe is eligible to receive up to $994,219 over five years. The City has been awarded with the first, second, and third year-allocation totaling $729,776. Staff responded to the fourth round NOFA in June 2024. There is also a competitive PLHA grant in which Sugar Pine Village was awarded $5,000,000 in both 2021 and 2022 totaling $10,000,000.

On July 14, 2020, the City Council adopted Resolution No. 2020-060 to authorize an application for, and receipt of, PLHA funds to fund a first-time homebuyer down payment assistance program. The City was awarded, and the Standard Agreement was executed on June 21, 2021.

On November 7, 2023, the City Council adopted Resolution 2023-095 authorizing the amendment to the PLHA application that was initially authorized and expanded the eligible activities per the PLHA Final Guidelines to include the following:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, Low-, or moderate-income households, including necessary operating subsidies.

6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

9. Homeownership opportunities, including, but not limited to, down payment assistance.

Issue and Discussion: On March 12, 2024 the City Council directed staff to develop a Request for Proposal (RFP) to procure a consultant to develop Preapproved Accessory Dwelling Unit (ADU) plans. A Request for Proposals (RFP) was released on June 14, 2024 with proposals due on July 19, 2024.

On March 12th, staff anticipated the use of $140,000 in funds from the Community Development Block Grant (CDBG) Program Income Fund 255. However, The California Department of Housing and Community Development (HCD) denied the use of funds for ADUs which changed since City staff originally requested the use. Staff identified the use of Permanent Local Housing Allocation (PLHA) Formula funds to be used since $223,018 does not yet have a designated use. To use PLHA formula funds, staff must submit another amendment to HCD to the following additional eligible activity.

It is recommended that the City Council adopt the resolution (Attachment 2) authorizing an amendment to the PLHA application that was initially authorized by Resolution 2020-060 and amended in Resolution 2023-095. To provide the greatest flexibility of uses, the expanded eligible activities per the PLHA Final Guidelines include the following:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, Low-, or moderate-income households, including necessary operating subsidies.

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 days.

6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

9. Homeownership opportunities, including, but not limited to, down payment assistance.

Financial Implications: On March 12 City Council directed to establish a potential Preapproved ADU design program, it is anticipated that additional financial resources, including staff time, would be required. The anticipated $140,000 in funds available from Community Development Block Grant (CDBG) Program Income Fund 255 rejected the use for Preapproved ADUs. Staff identified the use of Permanent Local Housing Allocation (PLHA) Formula funds to be used since $223,018 does not yet have a designated use. To use PLHA formula funds, staff must submit another amendment to HCD to the following additional eligible activity and the PLHA funds have been received and appropriated in the budget. The anticipated Professional Services Agreement with Workbench will contain a not to exceed amount of $125,000 to allow for flexibility in the scope of work and will be brought to city council once HCD's approval is obtained for the expanded eligible activities for the use of PLHA funds.

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: Exploring the feasibility of a local discretionary funding source to leverage access to and increase competitiveness for outside funds is identified as an action item within the City Council's Strategic Plan.

The discussed action would be consistent with the following adopted General Plan Housing Element policies and programs:

Program 1-4 The City shall work with affordable, workforce, and other multifamily housing proponents to direct them to Community Plan or Area Plan areas where incentives are already in place to allow for the additional coverage that could enable achievement of the densities necessary to make a project “pencil out.” The City will also seek opportunities to incentivize the construction of new housing to serve large renter households.

Policy 1-10 The City shall actively seek opportunities to obtain federal, state, and local funding for affordable housing and community development and implementation of General Plan policies and programs to support housing affordability, community development and safety.

Policy 2-1 The City shall ensure a stable community by helping tenants to become homeowners and preserving the ability for residents to afford housing in the community where they grew up.

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.

Policy 2-9 The City shall strive to provide housing opportunities that are affordable for workers earning between 60 and 180 percent of the area median income. The City recognizes that police and fire personnel, schoolteachers, nurses, and other public service employees are an essential component of the local workforce.

City Council of South Lake Tahoe

AUTHORIZING RESOLUTION OF City Council of South Lake Tahoe

AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

A necessary quorum and majority of the City Council Members of the City of South Lake Tahoe City Council of South Lake Tahoe hereby consents to, adopts, and ratifies the following resolution:

A. WHEREAS, the Department is authorized to provide up to $296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

B. WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA) Program;

C. WHEREAS, City Council of South Lake Tahoe is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

D. WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA $994,219.00 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules, and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. **Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant's PLHA Plan Amendment for the 2020-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan Amendment and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**

5. **If applicable**: Applicant certifies that it was delegated by City Council Members to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).

10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

12. The City Manager is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City Council of South Lake Tahoe this 10 day of, September 2024, by the following vote:

AYES: _____ ABSTENTIONS: _____ NOES: _____ ABSENT: _____

Signature of Approving Officer: _____

_____

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor.

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of the City of South Lake Tahoe does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of South Lake Tahoe City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____
Signature of Attesting Officer

Susan Blankenship, City Clerk
Print Name and Title of Attesting Officer

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 16

Agenda Item: Conflict of Interest Code Update

Executive Summary: The Political Reform Act, Government Code Sections 87300 and 87306 and 2 Cal. Code of Regulations Section 18730 requires government agencies to review and update their Conflict of Interest Codes every two years. Designated employees are the persons holding positions listed in Appendix A who have been determined to make or participate in the making of decisions which may foreseeably have a material effect on economic interests. These designated employees are required to file Statements of Economic Interest (Form 700) annually and upon assuming and leaving office with the California Fair Political Practices Commission (FPPC).

Requested Action / Suggested Motions: Pass a Resolution approving updates to the City's Conflict of Interest Code.

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

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

Attachments:

01- Staff Report - Conflict of Interest Code.docx
02- Resolution-Conflict of Interest Code Update.docx
03-Appendix A & B Redline.pdf
04-Appendix A & B Clean.docx

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

Meeting Date: September 10, 2024

Title: Conflict of Interest Code Update

Location: Citywide

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

Background: The Political Reform Act, Government Code Sections 87300 and 87306 and 2 Cal. Code of Regulations Section 18730 requires government agencies to review and update their Conflict of Interest Codes every two years.

The last update to the City's Conflict of Interest Code was approved by Council on October 4, 2022 (Resolution 2022-124). It is necessary at this time to update the City's Conflict of Interest Code, Appendix A, to reflect new positions and reclassifications over the past two years.

Designated employees are the persons holding positions listed in Appendix A who have been determined to make or participate in the making of decisions which may foreseeably have a material effect on economic interests. These designated employees are required to file Statements of Economic Interest (Form 700) annually and upon assuming and leaving office with the California Fair Political Practices Commission (FPPC). Form 700 identifies employee conflicts of interest and serves as a reminder for them to abstain from decision-making processes that involve these conflicts. Form 700 provides transparency and accountability by providing necessary information to the public about an official's personal financial interests to ensure they are making decisions in the best interest of the public.

The City Clerk and City Attorney have reviewed the City's Conflict of Interest Code and set forth proposed amendments (02- Appendix A - Redline).

Financial Implications: The fiscal impacts associated with this State unfunded mandate for the administration of the program by the City Clerk's Department are included in the annual staff budget.

Environmental Considerations: These policy additions and amendments are not a "project" subject to review under CEQA Guidelines Section 15378(b)(2) (continuing administrative or maintenance activities, such as general policy and procedure making).

Policy Implications: Adoption of this resolution is consistent with the regulations set forth by the FPPC which are mandated upon public agencies, and advances the public interest in transparency and accountability of the City's decisionmaking.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

September 10, 2024

Updating the City's Conflict of Interest Code

(Replaces Resolution 2022-124)

BACKGROUND

A. The Political Reform Act of 1974, Government Code Section 87300, et seq., requires state and local government agencies to adopt and promulgate conflict interest codes.

B. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code.

C. Such standard terms can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act.

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

1. Incorporates by reference the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, and adopts the conflict of interest code comprised of the attached Appendix A, in which officials, boards and commission members and employees are designated, and Appendix B, in which disclosure categories are set forth.

2. Directs designated employees to file statements of economic interests with the City Clerk, all of which will be made available for public inspection and reproduction (upon request) pursuant to Government Code 81008.

Adopted by the City of South Lake Tahoe City Council on September 10, 2024 by the following vote:

_____ 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.

Appendix A

Position	**Disclosure Category**
Accountant I/II	1
Airport Land Use Commissioner	1
Airport Manager	1
Arts, Culture and Tourism Commissioner	1
Assistant City Attorney	1
Assistant ~~to the~~ City Manager	1
Associate Architect	1
Assistant/Associate Civil Engineer	1
Assistant/Associate/Principal Management Analyst	1
Assistant/Associate/Senior Planner	1
Building / ADA Board of Appeals Commissioner	1
Building Inspector/Official	1
Capital Program and Facilities Program Manager	1
Chief of Police	1
City Clerk	1
Code Compliance Investigator	1
Communications and Projects Specialist	1
Community Services Officer/Senior/Supervisor	1
Community Services Officer Supervisor	1
Complete Streets Program Manager	1
Director of Development Services	1
Director of Finance	1
Director of Parks & Recreation	1
Director of Public Works	1
Engineering Manager	1
Events Coordinator	1

Executive Assistant (Police)	1
Fire Chief	1
Fire Battalion Chief	1
Fire Safety Inspector I/II	1
Fire Marshal	1
~~Fleet Supervisor~~	1
GIS Analyst	1
~~Housing Inspector~~ Housing Program Coordinator	1
Housing Manager	1
Human Resources Manager	1
Independent Citizens Oversight Board Member	1
Information Systems ~~Technology~~ Supervisor	1
Maintenance Manager- Fleet, Streets, Facilities, Parks	1
~~Management Analyst~~	1
Network Systems Administrator	1
Office Manager	1
Parks and Recreation Commissioner	1
Planning Manager/Environmental Planner	1
Police Lieutenant	1
Police Sergeant (Code Enforcement)	1
Principal Human Resources Analyst	1
Recreation Manager	1
Resident Engineer/Inspector	1
Risk Manager	1
Senior/Primary Building Inspector	1
Sustainability Coordinator	1
*Consultants	1

Appendix B

Disclosure Category 1: Must report all interests in real property located within the jurisdiction, as well as investments, business positions and sources of income, including gifts, loans and travel payments.

*Consultants shall be included in the list of designated employees and may be required to file a State of California, Fair Political Practices Commission, Statement of Economic Interests form. If a consultant participates in making financial decisions, said consultant is required to disclose certain types of information so that the public can be made aware of any potential conflict of interest. This form must be filed each year and is a public document. However, the following limitation may apply:

The City Manager may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

The following positions are NOT covered by this code, because they are required to file full disclosure with the Fair Political Practices Commission under Section 87200, and therefore, are listed for informational purposes only:

City Councilmembers

City Attorney

City Manager

City Treasurer

City Planning Commissioners

Appendix A

Position	**Disclosure Category**		
Accountant I/II	1		
Airport Land Use Commissioner	1		
Airport Manager	1		
Arts, Culture and Tourism Commissioner	1		
Assistant City Attorney		1	
Assistant City Manager	1		
Associate Architect			1
Assistant/Associate Civil Engineer	1		
Assistant/Associate/Principal Management Analyst	1		
Assistant/Associate/Senior Planner	1		
Building / ADA Board of Appeals Commissioner	1		
Building Inspector/Official	1		
Capital Program and Facilities Program Manager	1		
Chief of Police	1		
City Clerk	1		
Code Compliance Investigator		1	
Communications and Projects Specialist	1		
Community Services Officer/Senior/Supervisor	1		
Community Services Officer Supervisor	1		
Complete Streets Program Manager	1		
Director of Development Services	1		
Director of Finance	1		
Director of Parks & Recreation		1	
Director of Public Works	1		
Engineering Manager	1		
Events Coordinator	1		
Executive Assistant (Police)			1

Fire Chief	1	
Fire Battalion Chief	1	
Fire Safety Inspector l/II	1	
Fire Marshal		1
GIS Analyst	1	
Housing Program Coordinator		1
Housing Manager	1	
Human Resources Manager	1	
Independent Citizens Oversight Board Member	1	
Information Systems Supervisor	1	
Maintenance Manager- Fleet, Streets, Facilities, Parks	1	
Network Systems Administrator	1	
Office Manager	1	
Parks and Recreation Commissioner	1	
Planning Manager/Environmental Planner	1	
Police Lieutenant	1	
Police Sergeant (Code Enforcement)	1	
Principal Human Resources Analyst	1	
Recreation Manager	1	
Resident Engineer/Inspector	1	
Risk Manager	1	
Senior/Primary Building Inspector	1	
Sustainability Coordinator	1	
*Consultants	1	

Appendix B

Disclosure Category 1: Must report all interests in real property located within the jurisdiction, as well as investments, business positions and sources of income, including gifts, loans and travel payments.

*Consultants shall be included in the list of designated employees and may be required to file a State of California, Fair Political Practices Commission, Statement of Economic Interests form. If a consultant participates in making financial decisions, said consultant is required to disclose certain types of information so that the public can be made aware of any potential conflict of interest. This form must be filed each year and is a public document. However, the following limitation may apply:

The City Manager may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

The following positions are NOT covered by this code, because they are required to file full disclosure with the Fair Political Practices Commission under Section 87200, and therefore, are listed for informational purposes only:

City Councilmembers

City Attorney

City Manager

City Treasurer

City Planning Commissioners

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 17

Agenda Item: League of California Cities Annual Conference Voting Delegate and Alternate

Executive Summary: Councilmember Robbins is the City Council Appointee to the League of California Cities and is registered to attend the Annual Conference in October. City Attorney Stroud will also be attending the conference and has offered to be the alternate voting delegate in the event Councilmember Robbins cannot attend. City Council action is required to select the voting delegate and alternate.

Requested Action / Suggested Motions: Pass a Motion selecting Councilmember Robbins as Voting Delegate and Heather Stroud, City Attorney, as Alternate Voting Delegate at the League Annual Conference (Long Beach, October 16-18)

Responsible Staff Member: Susan Blankenship, City Clerk

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

Attachments:

01-Staff Report - League Registration Authorization.docx
02-2024 Voting Delegate Information Packet.pdf

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

Meeting Date: September 10, 2024

Title: League of California Cities Annual Conference Voting Delegate and Alternate

Location: Long Beach, CA

Responsible Staff Member: Susan Blankenship, City Clerk

Background: Councilmember Robbins is the City Council Appointee to the League of California Cities and is registered to attend the Annual Conference in October. City Attorney Stroud will also be attending the conference and has offered to be the alternate voting delegate in the event Councilmember Robbins cannot attend. City Council action is required to select the voting delegate and alternate.

Financial Implications: There are no financial obligations associated with this selection.

Environmental Considerations: The approval of City Council Voting Delegate and Alternate is not a project requiring review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in direct or indirect physical changes in the environment.

Policy Implications: The discussion of Councilmember appointees conforms to City Council Protocols.

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

LEAGUE OF CALIFORNIA CITIES

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 18

Agenda Item: Amendment No. 2 to the Funding Agreement with the South Shore Transportation Management Association to Extend Term for One Year at a total Cost of $650,000

Executive Summary: The Funding Agreement with the South Shore Transportation Management Association (SS/TMA) for microtransit services expires on September 30, 2024. The City Council will consider an amendment to the agreement to extend the term by one year and consider an additional appropriation of $500,000 in fiscal year 24/25 to fund the microtransit services, for a total cost of $650,000. $150,000 had been appropriated previously.

Requested Action / Suggested Motions: 1) Pass a Motion authorizing and directing the Mayor to execute Amendment No. 2 to the Funding Agreement with the South Shore Transportation Management Association (SS/TMA) to extend the term for one year; and, 2) Pass a Resolution appropriating $500,000 from General Fund Undesignated Excess Reserves in fiscal year 24/25 to fund microtransit services through September 30, 2025.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

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

Attachments:

01-Staff Report - South Shore Transportation Management Association.docx
02-C-024-2023 SSTMA Funding Agreement and C-247-2023 Amendment No. 1
04-Resolution - SSTMA Appropriation.docx
03-Amendment No.2 to Funding Agreement with SSTMA

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

Meeting Date: September 10, 2024

Title: Amendment No. 2 to the Funding Agreement with the South Shore Transportation Management Association and Budget Appropriation

Location: Citywide

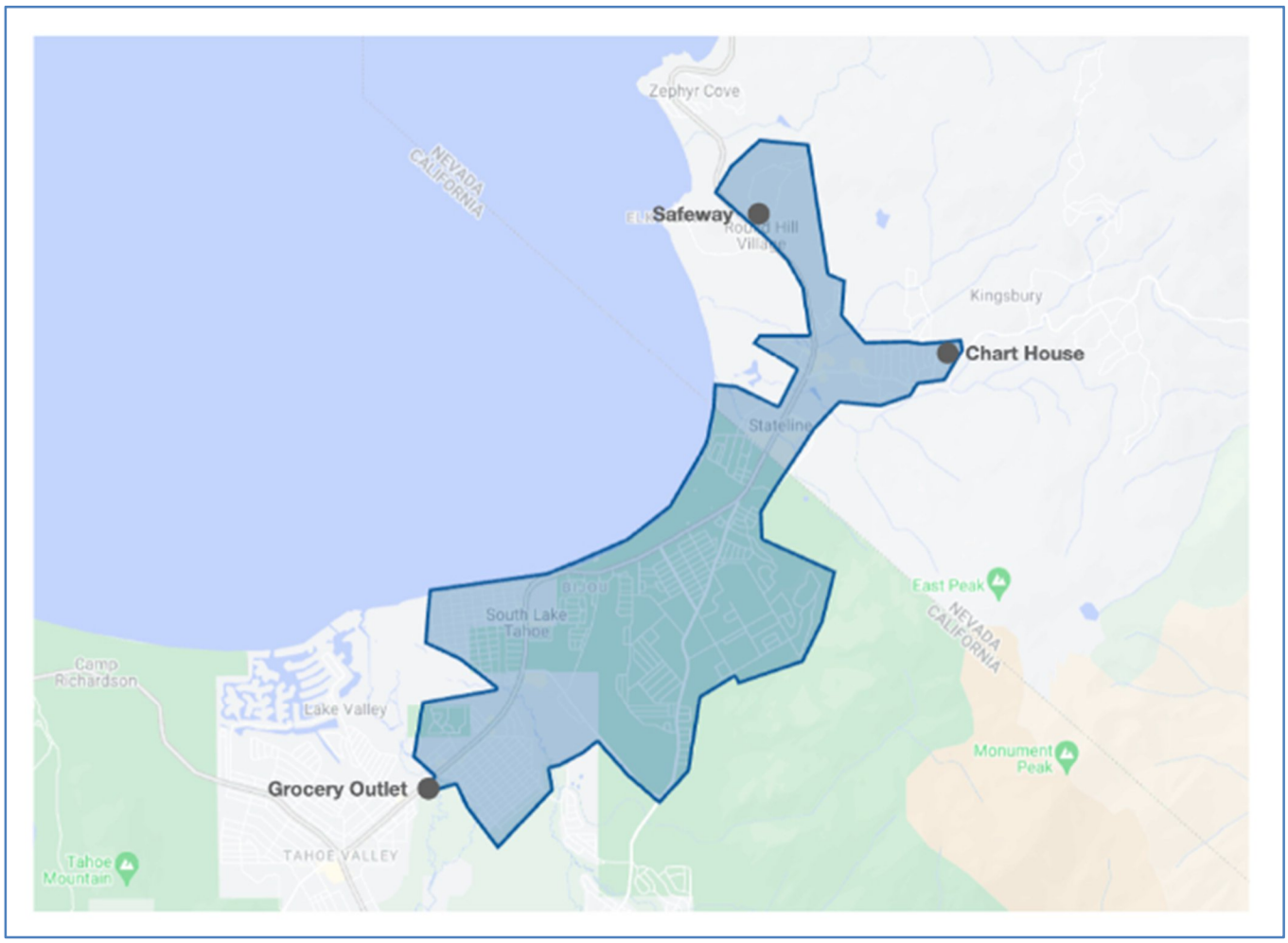
Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: The South Shore Transportation Management Association (SS/TMA) is a public/private partnership governed by a local Board of Directors comprised of public and private entity representatives. It is a non-profit corporation whose mission is to provide support and a unified leadership voice for public/private partnerships and to advocate for improved mobility to meet visitor and resident transportation needs. SS/TMA has received funding for microtransit from El Dorado County, the South Lake Tahoe Tourism Business Improvement District, Lake Tahoe Visitors Authority, Tahoe Douglas Visitors Authority, Douglas County, the Tahoe Blue Event Center and private businesses, including Heavenly Resort. SS/TMA continues to seek additional long term sustainable funding to maintain and expand the microtransit services and to electrify the microtransit fleet.

City Council originally approved an agreement with the SS/TMA to provide microtransit services on May 3, 2022. SS/TMA has contracted with South Tahoe Downtowner, LLC to operate the Lake Link system, a turnkey on-demand pilot microtransit service. The Lake Link service was formally launched in July 2022 and has seen continuous increase in ridership and service area. Lake Link currently provides service Sunday through Thursday 7:00am-9:00pm and Friday through Saturday 7:00am-11:00pm.

On November 21, 2023, City Council approved an amendment to the funding agreement to increase the FY 23/24 contribution to $650,000 to facilitate the expansion of the Lake Link service area to the west and the Friday and Saturday operation to 11:00pm (Attachment 02).

In the month of July, Lake Link provided 18,347 rides, an increase of 80% over July 2023, with 89% of those rides as shared rides, an increase of 16% over last year. Although the service area has expanded and there is a wide variation in wait times across the month, the monthly average wait time has reduced slightly (3%) primarily in the center of the service area. The experience rating provided by riders has consistently been above 4.8 out of 5.



Lake Link Microtransit Service Area

Issue and Discussion: City staff continues to work with SS/TMA and funding partners to secure sustainable funding to expand microtransit services citywide and provide longer service hours. SS/TMA has engaged the consulting firm Civitas to conduct stakeholder engagement, compile data and analyze the feasibility of a Transportation Improvement District as a tool to establish long term sustainable funding for transportation.

As long-term sustainable funding for microtransit is being developed, SS/TMA is also supporting the planning work necessary to integrate the fixed route and microtransit systems to provide more efficient and improved service to riders by preparing a service transition plan that can provide guidance on the operations, capital and financial requirements for the potential South Shore Transit Joint Powers Authority to become eligible for state and federal funding and to operate transit, if the JPA chooses to do so after it is formed.

The current Funding Agreement (C-247-2023 as amended) expires on September 30, 2024 with the option to renew for one (1) one-year term upon written mutual agreement. The adopted FY 24/25 budget already includes $150,000 base amount for contributions to SS/TMA. Due to the success of the microtransit service and the opportunities to expand and improve the service with fixed route integration in the foreseeable future, it is recommended

that the City Council approve Amendment #2 to renew and extend the agreement to September 30, 2025 and appropriate an additional $500,000, for a total of $650,000 in fiscal year 24/25.

Financial Implications: If approved by the City Council, the additional $500,000 would be allocated from General Fund Undesignated Excess Reserves into account 100-01951-44032, Non-Departmental Contributions/Sponsorships to fund the amended City and SS/TMA funding 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 funding agreement with the SS/TMA for Microtransit Service would advance Goal 1.4 (Transportation) in the 2023-2028 Strategic Plan, by addressing Action Item 4: Partner with South Shore Transportation Management Association, Tahoe Transportation District, Tahoe Regional Planning Agency and other partners to identify new and existing funding sources to expand and electrify micro-transit service from its initial footprint to the entire city limits, as based on the 2022 South Shore Transportation Analysis.

FUNDING AGREEMENT
Annual Contribution
South Shore Transportation Management Association (SS/TMA)
South Shore Microtransit Service

This Funding Agreement ("Agreement") is dated and effective 2/14/2023 between the South Shore Transportation Management Association ("SS/TMA") and the City of South Lake Tahoe ("City"). In this Agreement, City is referred to as a South Shore Microtransit Service "Funding Partner." The SS/TMA and Funding Partner are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, SS/TMA is a non-profit corporation organized under the laws of the State of Nevada whose mission is to support the economic vitality of the South Shore of Lake Tahoe, providing support and a unified leadership voice for public/private partnerships. SS/TMA advocates for improved mobility with innovative solutions to meet visitor and resident transportation needs by fostering collaboration, education, and sustainable funding; and

WHEREAS, consistent with its mission, the SS/TMA Board of Directors has approved the SS/TMA's role as the contracting entity for the South Shore Microtransit Service, an interstate and intrastate service connecting the South Shore; and

WHEREAS, SS/TMA has contracted with South Tahoe Downtowner, LLC (ridedowntowner.com) (" Operator") to operate the South Shore Microtransit Service ("Microtransit Service"); and

WHEREAS, the Microtransit Service is designed to improve non-auto mobility options throughout its service area, and provide connections to other transit services, including fixed route transit; and

WHEREAS, the City entered into an agreement for $150,000 for Microtransit Service for 2022-23; and

WHEREAS, the City and SS/TMA desire to continue the Microtransit Service and the current partnership in 2023-2024; and

WHEREAS, the Microtransit Service funded through this agreement between City and SS/TMA is above and beyond the service required as a condition of the Tahoe South Event Center (TSEC) permit; and

WHEREAS, the Board of Directors has also approved the SS/TMA's role as the facilitator and collector of contributions to support the Microtransit Service from the Funding Partners herein named; and

WHEREAS, the South Shore Microtransit Service will continue to operate under the direction of the SS/TMA Board of Directors, on which the City holds an at-large voting seat under this Agreement to be filled by City staff.

NOW, THEREFORE BE IT RESOLVED, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

1. **EFFECTIVENESS AND TERM.** This Agreement shall be effective upon the expiration of the 2022-2023 agreement of June 20, 2023 for one year and three months to align with the City's fiscal year, and shall expire on September 30, 2024 with the option to renew for one (1) one-year term upon written mutual agreement. The City of South Lake Tahoe shall continue to be granted one (1) voting seat on the Board of Directors of the SS/TMA to be filled by a City staff person/non-elected official.

2. **SERVICE.** SS/STMA shall contract with the Operator to operate the Microtransit Service pursuant to the routes and schedules as determined by the SS/TMA Board of Directors, which includes a representative of the City, with the option to expand service to the remainder of the city limits. SS/TMA has discretion to amend the routes and schedules of the service current as of the execution of this agreement at any time as deemed necessary by SS/TMA for operational or funding related purposes provided that no such amendments shall increase the financial obligations of the Funding Partner, which shall be binding on the execution of this Agreement. A supermajority vote of the Board of Directors of the SS/TMA shall be required to amend service parameters. SS/TMA has the discretion to replace the Operator with another operator. A supermajority vote of the Board of Directors of the SS/TMA shall be required to replace the Operator.

3. **FUNDING.** The estimated operating costs for the pilot program are $1.2 million. The Funding Partner agrees to provide one payment of $50,000 for the months of June, July, August, and September 2023 payable to the South Shore Transportation Management Association; and $150,000 for the months of October 2023 through September 2024, paid quarterly in equal amounts, payable to the South Shore Transportation Management Association.

4. **INVOICING.** SS/TMA shall provide one (1) invoice to Funding Partner at least 30 days in advance of the payment due date specified in Section 3 of this Agreement. Invoices shall reference the South Shore Microtransit Service, the payment due date, and the relevant period of service.

5. **USE OF FUNDS**. SS/TMA shall deposit all funding amounts received into a separate account held solely for the South Shore Microtransit Service. SS/TMA shall use all funds solely for the purpose of paying the costs of the Microtransit Service (above and beyond the TSEC permit requirement) which shall include funds for service operation, SS/TMA management, accounting, and marketing.

6. **RESERVE FUNDS.** Any funds remaining unspent at the end of a fiscal/operating year after all costs of the Microtransit Service have been paid, including allocated funds for management, accounting, marketing and promotion, and audits, will be held in a restricted reserve fund. Reserve funds held within this account are to be used for the sole purpose of the South Shore Microtransit

Service. The maximum Reserve Fund balance will cover 12 months of operations and management services to be determined by a subsequent fiscal year budget to ensure a funding source is available in the event of a funding shortage in any future year of operation. Any additional funds will be used for service expansion or returned to the Funding Partner by a pro rata share.

7. RETURNS. Amounts paid by the Funding Partner will be returned to the Funding Partner if the microtransit service is canceled and/or those amounts are not needed to pay for the service in future years. Any amounts returned to the Funding Partner will be determined on a pro-rata basis according to the amount contributed.

8. REPORTS. SS/TMA will provide monthly reports on the South Shore Microtransit Service to Funding Partner.

9. SS/TMA MICROTRANSIT COMMITTEE. The SS/TMA Board of Directors shall maintain a Microtransit Committee to provide oversight of the Operator and Microtransit service through a contracted Program Manager or Executive Director to ensure the performance and accountability of the Microtransit Service.

10. RECORDS. SS/TMA shall maintain satisfactory account statements, records, and other documents related to the South Shore Microtransit Service for the life of the program. Account statements, records, and other documents relating to the microtransit service shall be retained by SS/TMA for three (3) years following the completion or termination of this Agreement and shall be subject to examination and audit by the Funding Partner.

11. SS/TMA MANAGEMENT TASKS AND COMPENSATION. Through its Microtransit Committee and contracted Program Manager or Executive Director, SS/TMA shall oversee the day-to-day management and operation of the Microtransit Service and provide accounting, marketing, advertising and promotional support, as well as South Shore orientation, reporting, and other services for the Microtransit Service as set forth in Exhibit A, including auditing of the contract consistent with the provisions of the Agreement between SS/TMA and the Microtransit Service Operator.

12. INDEMNIFICATION. SS/TMA hereby agrees to and shall indemnify and hold harmless Funding Partner, its elected and appointed boards, officers, agents, employees, and volunteers from and against all 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 SS/TMA's negligent performance of this agreement or breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the Funding Partner. SS/TMA agrees to defend Funding Partner against any and all losses, damages, claims, costs, and fees arising out of SS/TMA's negligent acts, errors, or omissions regarding this Agreement.

Funding Partner does not, and shall not, waive any rights against SS/TMA which it may have by reasons of the aforesaid hold harmless agreement, because of the acceptance by Funding Partner, or the deposit with Funding Partner by SS/TMA, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by SS/TMA shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of SS/TMA 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.

SS/TMA further waives any and all rights to any type of express or implied indemnity or right of contribution from the Funding Partner for any liability, claims, demands, costs, charges, and expenses and causes of action whatsoever arising out of or in any way connected with this Agreement.

13. INSURANCE REQUIREMENTS. SS/TMA, at its own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies.

a. Commercial General Liability Coverage. SS/TMA 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 Funding Partner. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of SS/TMA. 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.

b. Automobile Liability Coverage. SS/TMA shall maintain automobile liability insurance covering bodily injury and property damage for all activities of SS/TMA arising out of or in connection with 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.

Endorsements. The insurance required by this Agreement 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:

a. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds under SS/TMA's General Liability policy with respect to liability arising out of this Agreement.
b. 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.
c. This insurance shall act for each insured and additional insured as though a separate policy had been written for each.
d. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, or agents.

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

Deductibles and Self-Insured Retentions. SS/TMA shall be responsible for all deductibles in all of SS/TMA's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

Certificates of Insurance. SS/TMA shall provide certificates of insurance with original endorsements to Funding Partner as evidence of the insurance coverage required herein. SS/TMA shall not allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

14. DISPUTES AND TERMINATION. The Parties shall meet and confer in an attempt to resolve any dispute arising from this Agreement. If the dispute cannot be resolved, any party may terminate this Agreement upon 60 days written notice to the other party. In the event of termination, the Funding Partner shall not be entitled to any reimbursement of funding amounts already provided except as provide in Section 7 of this Agreement.

15. NOTICE: Written notice under this Agreement shall be provided via U.S. Mail, electronic mail, or in person, as follows:

for City
Joseph Irvin
City Manager
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

for SS/TMA
Steve Teshara
Chair, SS/TMA Board of Directors
PO Box 1875
Zephyr Cove, NV 89448

16. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and nothing contained herein shall be construed as granting, vesting, creating, or conferring any right or cause of action on any third party. Nothing in this Agreement is intended to create, nor shall it be deemed to create any contractual relationship with any third party and SS/TMA or the Funding Partner.

17. GOVERNING LAW; JURISDICTION. This Agreement will be governed by, interpreted under; and construed and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, with venue in the Superior Courts in the County of El Dorado, South Lake Tahoe Division. Each of the Parties acknowledges and agrees that the laws of the State of California and the selection of venue in the foregoing city and county were freely chosen by the Parties.

18. **ENTIRE AGREEMENT.** This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties relating to the South Shore Microtransit Service and may not be modified except by an instrument in writing signed by the signatories to this Agreement. If any provision, or portion thereof, of the Agreement is or becomes invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and is dated and effective as of the date written above.

FOR CITY OF SOUTH LAKE TAHOE

Cristi Creegan
Cristi Creegan (Feb 23, 2023 08:26 PST)

Cristi Creegan
Mayor

Date

FOR SOUTH SHORE TRANSPORTATION MANAGEMENT ASSOCIATION

Steve Teshara
Steve Teshara (Feb 24, 2023 11:13 PST)

Steve Teshara
Chair, SS/TMA Board of Directors

Date

Approved as to Form:

Heather Stroud (Feb 17, 2023 09:39 PST)

Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Feb 17, 2023 09:18 PST)

Susan Blankenship, City Clerk

Feb 17, 2023

Date

Attachments:
Exhibit A: SS/TMA Scope of Services

EXHIBIT A
SCOPE OF SERVICES

1.1 BACKGROUND

The fundamental goal of the South Shore Microtransit Service is to provide a demand-responsive mobility option for residents and visitors wanted to travel within the defined bi-state service area of the South Shore of Lake Tahoe (Zone identified in Exhibit A, Attachment 1), including to and from the Tahoe South Events Center, or trying to connect with the regional transit system. The micro transit service will be responsive to customer demand by providing riders the ability to reserve a ride in real-time through a smartphone application and software platform. The service will perform like a continuous vanpool and will dynamically route vehicles to meet riders demand, saving riders time and replacing single-occupancy vehicle trips.

1.2 OBJECTIVES

- Provide a microtransit option within the defined service area: 1) to meet the TRPA mitigation requirements related to the Tahoe South Events Center; and, 2) overall, provide a viable option to use of personal vehicles or traditional single occupancy transportation network companies through competitive or reduced travel times, convenience, cost effectiveness and an improved overall trip experience.
- Reduce congestion and improve traffic flow by reducing vehicles on the road.
- Better understand demand and willingness to use a rideshare service.
- Acquire data to allow for detailed analysis of service performance and opportunities for improvements.

1.3 REQUIREMENTS

A. Turnkey solution provided through this Agreement to include the following items:

- Real-time, dynamic service
- Software application/platform necessary for scheduling, dispatch, user interface, data collection, reporting, backend dashboard.
- Vehicles – owned or leased by vendor
- Drivers
- Operation of service
- Customer service
- Storage for vehicles provided at the Douglas County Parking Structure, or equivalent.
- Maintenance of vehicles
- Marketing of service in partnership with SS/TMA

B. SS/TMA has identified one zone for the Mobility on Demand South Shore micro transit service

- All trips must begin and end within the identified zone (Zone identified in Exhibit A, Attachment 1)
- Ability for riders to seamlessly make connections between micro-transit service and the TTD fixed route service.
- All trips will be free to the rider.
- Data sharing and ownership by SS/TMA as described in Section **1.5.3.**
- On-site manager must be available during all hours when service is operational
- Ability to request an ADA accessible vehicle on-demand using the same technology as other patrons.
- Service option for those without a smart phone or internet access
- Ability to scale service based on demand

- Implement COVID-19 cleaning and capacity measures per current CDC Guidelines
- Contractors shall comply with all current applicable federal, state, and municipal laws, codes, and regulations aimed at employers to protect the safety and health of employees and the public.

1.4 SERVICE DAYS AND HOURS

The initial years' service days and hours will be

- Fall / Spring: 7am – 9pm, Daily
- Summer / Winter: 7am – 9pm, Sun – Thu and 7am – 10pm, Fri - Sat

Average wait times shall be no more than 15 minutes. Riders should always be able to travel within proposed service area.

1.5 DETAILED SCOPE OF WORK

The SS/TMA requests the development and implementation of an innovative and dynamic demand response rideshare model. The key components of the South Shore Microtransit Service as envisioned by the SS/TMA are outlined below.

1.5.1. SERVICE IMPLEMENTATION PLAN

Contractor shall submit a Service implementation plan for SS/TMA review and approval, detailing all tasks necessary to deploy the South Shore Micro Transit Service. Include timelines and indicate responsible parties. Tasks may include but are not limited to:

- Work elements separated into tasks and phases
- Identification of key staff by work activity and proposed location
- Identification of schedule start and stop dates for each activity
- Expected deliverables/results
- Key milestones (i.e., Pilot deployment, Performance Monitoring)
- Vehicle Procurement and Branding
- Driver Procurement and Training
- Administrative Processes
- Zone Familiarization Trips
- Promotional Events & Marketing
- Full-Service Deployment

The work plan for services through June 30 of the following year must be submitted to the SS/TMA by June 1 of the current year. The SS/TMA will review the Implementation Plan and collaborate with the Contractor on any needed changes.

1.5.2. PROJECT MANAGEMENT

Project management will be a key responsibility of the Contractor and a continuous function.
The SS/TMA designates its Program Manager to coordinate all project activities with the Contractor.

In the area of Project Management, the Contractor shall:

- Schedule and facilitate a kick-off meeting and meetings at key milestones, field reviews, SS/TMA Micro Transit Committee and/or stakeholder group meetings, and other project-related meetings.
- Maintain and update the work plan as approved by the SS/TMA.
- Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
- Ensure that individuals performing tasks have appropriate skill levels and credentials.

- Coordinate all required deliverables including, operations, vehicle acquisition, hiring of Contractors, vehicle wrapping or decals/branding, installation and configuration of software and hardware, documentation and training, performance monitoring and reporting.
- Be available and responsive to requests for information, inspections, or meetings

1.5.3. PERFORMANCE MONITORING AND REPORTING

A. Contractor shall provide regular reporting, as follows:

- Provide bi-weekly briefings to SS/TMA on completed tasks, deliverables, and all issues experienced and/or resolved during the 2-week period, with an explanation and new date for unmet tasks and deliverables. The briefing will also provide a forecast of activities and expected deliverables for the upcoming 2-week period. The bi-weekly briefing shall contain, at a minimum:
    - Summary of Work Completed To-Date
    - Updates to Project Schedule
    - Status of Operations and Deliverables
    - Activities and expected deliverables for the upcoming month
    - Red-flag issues
    - All complaints, whether written, verbal, or app-based
    - Any public app or SS/TMA platform errors or downtime

B. Accident/Incident Reporting should be provided as follows:

- Contractor shall develop, implement and maintain formal procedures for response to accidents, incidents, service interruptions, and complaints, subject to SS/TMA review and approval prior to initiating services under this AGREEMENT.

- Accident reports are to be submitted to SS/TMA within one (1) business day for injury accidents, and within two (2) business days for non-injury accidents. Telephone notification on all injury accidents shall be provided to SS/TMA thirty (30) minutes of occurrence.

- Contractor will be responsible for completing incident reports for vehicle and non-vehicle incidents, accidents, and collisions during performance of this contract. Incident reporting will be completed on a form prescribed by the SS/TMA.

C. Provide Performance Reports as follows:

- *Regular Performance Monitoring:* Reporting and analysis tools shall be built into the technology platform and open to the SS/TMA for regular use. All data collected as part of the South Shore Micro Transit Project must be openly shared with the SS/TMA and is the property of the SS/TMA The Contractor shall create custom reports as requested by the SS/TMA. Reports shall allow for daily, weekly, monthly assessment of the Service so that changes can be made to improve service and ridership if deemed necessary by the SS/TMA.
- *Performance Evaluation Reports:* Contractor shall provide a Performance Evaluation Report at the end of each month of Rideshare Service. At the end of the seasonal pilot, a Summary Performance Evaluation Report shall be submitted that includes all past performance measures and reporting to give a comprehensive overview of the success of the South Shore Micro Transit Service to date.
- *Report Content:* Monthly Performance Evaluation Reports shall summarize the performance of the Project, using clear and measurable criteria that could include but are not limited to the list below, subtotaled for each zone:

- Vehicle Revenue Hours/Miles: The hours (miles) that a vehicle is available to the general public and for demand response service includes all travel and time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the garage or dispatching point. In addition, VRH and VRM include the distance and time to pick-up the next passenger. This does not include deadhead distance and time. This definition is consistent with the National Transit Database definition.
- Total Vehicle Hours/Miles: The hours (miles) that a vehicle is scheduled to or actually travels from the time it pulls out from its garage or dispatching point to go into revenue service to the time it pulls in from revenue service. It is often called platform time. This includes deadhead distance and time. This definition is consistent with the National Transit Database definition.
- Passenger Miles: The cumulative sum of the distances ridden by each passenger. This definition is consistent with the National Transit Database definition.
- Unlinked Passenger Trips (ridership): The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.
- Total number of unduplicated riders; both monthly and cumulative
- Demand summary (Total number of ride requests, origin/destination, time of use, boarding's per revenue hour, total ridership, type of rider)
- Trip data per zone (travel times, number of shared rides, average wait time, trip denial rate, booking abandonment rates, percentage of time expected wait times are not met, passenger no-shows, missed trips)
- Hardware performance and reliability
- Vehicle maintenance, performance, and reliability
- Status and success of marketing efforts (number of events, attendance, audience reach, etc.)
- Customer Service

1.5.4. Performance Metrics and Incentive

Metrics assume ride sharing is on.
Rides that were delayed for reasons outside of the Contractor's control (such as road closures or severe weather) will be documented by Contractor and not penalized.

A. Metric 1- Wait Time

The monthly penalty will be reflected as an invoice credit in any month where the goal is not met.
Wait time Goals

Zone	90% picked up in <= 20 min	90% picked up in <= 30 min	Monthly Penalty
1	Up to 250 passengers	Up to 300 passengers	$1,000

B. Metric 2- Trip Duration

The monthly penalty will be reflected as an invoice credit in any month where the goal is not met.
Trip Duration Goals
90% of trips in each zone will have a maximum trip duration of no more than thirty minutes.

Zone	Monthly Penalty
1	$1,000

C. Metric 3 – Missed Trips

A missed trip is defined as any occurrence when the driver does not arrive at the pickup location of a ride request, and there are no circumstances beyond the Contractor's control such as a safety concern or a physical constraint outside of the driver's control. Each missed trip will result in a $500 penalty reflected in the variable rate of the contracted amount.

1.5.5. SOFTWARE, HARDWARE & EQUIPMENT PLANNING

Contractor shall provide all software, installation, training, and technical assistance, hardware and equipment required to deploy and manage the Rideshare Service.

A. Backend Technology Platform Characteristics and Documentation

- The SS/TMA desires full access to and ownership of all data associated with the Pilot to inform strategic transportation planning efforts. The SS/TMA envisions a backend technology platform that can be used to, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization and maintaining excellent quality of customer experience. The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, and mobile application. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, passenger breakdowns, driver performance, and other relevant trip details. The SS/TMA's backend platform should be accessible via standard web browsers and from any commonly used internet-enabled device and should provide options to generate reports and extract operational data for analysis.

B. Vehicle Hardware and Equipment

- The Contractor shall provide all necessary hardware required to deploy the South Shore Micro Transit Service. If any transfer of equipment is required between vehicles, transfer should be simple and efficient. The Contractor user interface should be safe, easy to use, and include audible and clear messaging indicating passenger updates and stop changes. Driving instructions should be available in list, map, and turn-by-turn voice instructions to ensure safe operation.

  a. Vehicle Acquisition & Operations Plan:

  The SS/TMA expects the Contractor to supply and maintain all necessary vehicles for the South Shore Micro Transit Service. This service will be operated utilizing vehicles designed, used, or maintained for carrying **NO** more than ten passengers (including the driver), with a weight rating of less than (GVWR) of 26,001. At a minimum, two vehicles shall be wheelchair lift equipped on order to meet the equivalent service standards under 49 CFR Part 37 Americans With Disabilities Act transit requirements.

  If Contractor does not own the necessary vehicles for the Service as determined in the Service Model, vehicle acquisition by way of purchase, leasing, or other agreement will be required by the Contractor. The SS/TMA desires vehicles that accommodate mobility limited users and bicycle storage, as feasible. Vehicles used in the performance of this Agreement shall be no more than five (5) years old and/or have no more than 150,000 miles during any time during the initial term or subsequent renewals of this Agreement. Vehicle registration and vehicle

identification numbers will serve as proof of age. Vehicles must meet all EPA and California emission standards.

b. Vehicle Operations:
The Contractor is responsible for ensuring that all relevant federal, state, and local regulations are complied with. The Contractor shall clearly demonstrate that insurance and liability coverage will be provided for drivers.

1.5.6. SYSTEM AND USER TRAINING

This South Shore Micro Transit Service is expected to be provided by the Contractor as a turnkey solution with minimal SS/TMA personnel resources needed to implement the service. However, the Contractor shall provide training and manuals for SS/TMA personnel needed to monitor, assess, access data, and develop reports using the dashboard and other tools provided by the Contractor. The Contractor shall also ensure adequate and complete training of drivers.

1.5.7. TECHNICAL SUPPORT

The Contractor shall provide ongoing technical support to both the public and the SS/TMA for the duration of the South Shore Micro Transit Service. The Contractor should indicate the level of technical support and ongoing monitoring that will be provided to ensure the system is functioning properly. Software upgrades should be provided as soon as they are available. Technical support could include but is not limited to:

A. Public Application and User Support:

- Phone and email responses to software failures or questions within 24 business hours
- Assistance with questions on use of approved software configuration and software version
- Availability of experts to confer on software new release installation and fixes to bugs
- Software upgrades

B. Vehicle Hardware Support:

- Troubleshooting hardware or network failure
- Assistance with technical recommendations focused on improving system performance

1.5.8. CUSTOMER SERVICE

Customer service shall be available to riders anytime the South Shore Micro Transit Service is in operation. The SS/TMA expects this service as part of the overall turnkey approach and will not have staff available to respond to customer service requests.

- Riders shall have immediate access to customer service assistance via mobile application or phone call at any point in time when service is in operation. Customer service will be provided during service hours via the app.
- Customer service concerns related to safety shall be addressed immediately and reported to the SS/TMA within two (2) hours.
- SS/TMA shall have access to all customer service comments, questions, requests, or complaints.

1.5.9. DRUG AND ALCOHOL TESTING

The Contractor shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the applicable oversight agency of the State of Nevada, or SS/TMA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing

process. The Contractor shall certify as soon as possible upon award of the resulting Agreement. After the Agreement award date and initial certification, the Contractor shall certify annually its compliance with Part 655 before March 15 of each Agreement year and shall submit the Management Information System (MIS) reports before March 15 of each Agreement year to (TBD). To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees to carry out pre-employment and other drug testing as to all safety-sensitive employees and sub-contractors performing safety-sensitive functions related to this service. The Contractor agrees to NOT hire or contract with any persons who test positive for substances prohibited under the approved contract or drug and alcohol policy to perform any services under this Agreement.

1.5.10. Americans With Disabilities Act Service Requirements

Access Requirements for Individuals with Disabilities**:** The Contractor agrees to comply with, and assure that any sub-contractor or, or third-party contract or under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). Language from the Federal Transit Administration (FTA) Circular dated November 4, 2015 is included below for reference. Contractor is required to comply with any applicable updates:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities Act (ADA)," 49 CFR Part 37;
    a. The following sections are relevant to the service provided by Contractor under this Agreement:

49 CFR Part 37 section 37.77(c)
"For purposes of this section, a demand responsive system, when viewed in its entirety, shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:
(1) Response time;
(2) Fares;
(3) Geographic area of service;
(4) Hours and days of service;
(5) Restrictions or priorities based on trip purpose;
(6) Availability of information and reservations capability; and
(7) Any constraints on capacity or service availability"
In addition to ensuring equivalent service, a transit agency must also ensure applicable ADA transit requirements are being met. FTA Circular 4701.1, Section 7.5 states: "With these services, agencies have the same obligations to ensure, for example, that service animals are allowed to accompany riders with disabilities and that portable oxygen is accommodated. The training requirements in section 37.173[(1)] can be particularly important. Vehicle Contractors, including taxi drivers and volunteer vanpool drivers, must be trained to proficiency on safely operating vehicles and equipment and on properly assisting and treating riders with disabilities".

> **§37.173 Training requirements.** Each public or private entity which operates a fixed route or demand responsive system shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat

individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

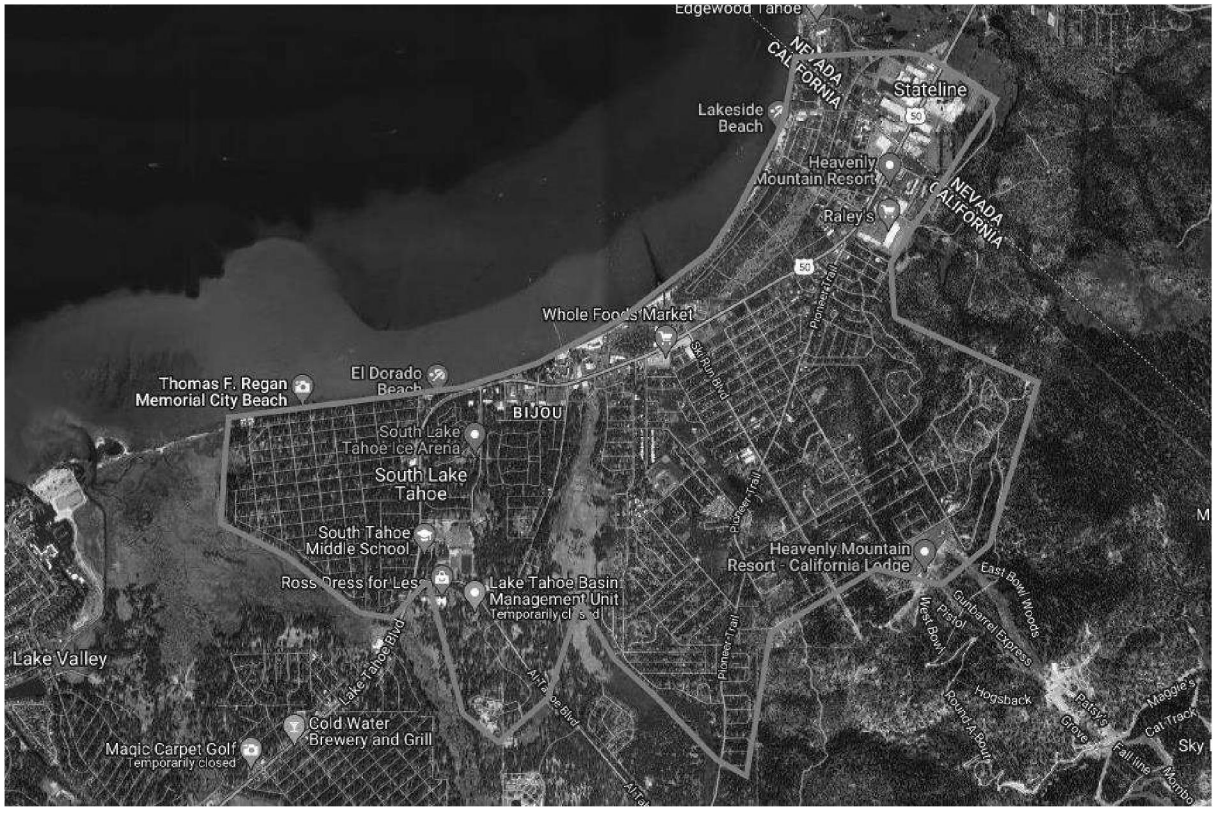
2. U.S. DOT regulations “Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles”, 49 CFR Part 38;
3. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities

Receiving or Benefitting from Federal Financial Assistance," 49 CFR Part 27;

Exhibit A - Scope of Services

Attachment 1

(South Shore Micro Transit Service Area – Zone 1)



FUNDING AGREEEMNT
Annual Contribution
South Shore Transportation Management Association (SS/TMA)
South Shore Microtransit Service
Amendment #1

This Amendment #1 is made on November 21, 2023 to the Funding Agreement entered into as of February 14, 2023 (C-024-2023) by and between the South Shore Transportation Management Association ("SS/TMA") and the City of South Lake Tahoe ("City"). The parties hereby agree to the following amended terms.

Section 3 FUNDING is amended in its entirety as follows:

The Funding Partner agrees to provide one payment of $50,000 for the months of June, July, August, and September 2023 payable to the South Shore Transportation Management Association; $150,000 for the months of October 2023 through September 2024; and $500,000 for the months of December 2023 through September 2024. Beginning in December 2023 payments will be paid quarterly in advance of services, in equal amounts, payable to the South Shore Transportation Management Association.

Exhibit A: SS/TMA Scope of Services
All provisions of Exhibit A remain in effect except as noted below.

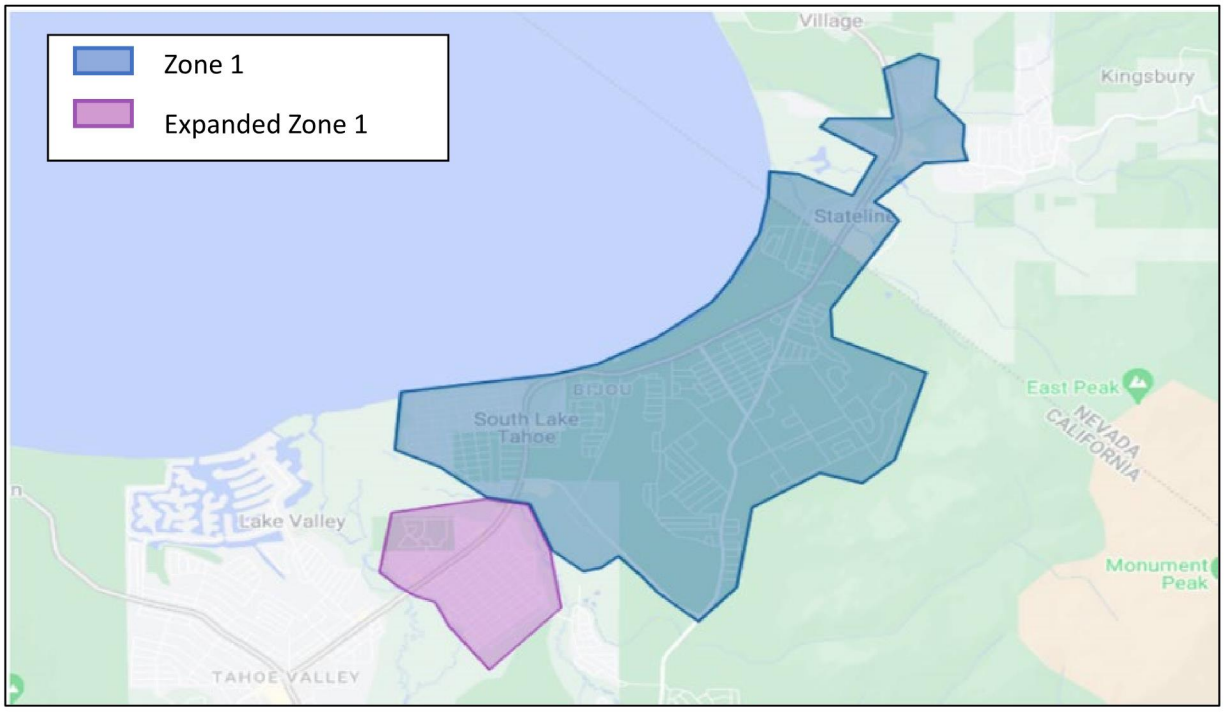
Section 1.4 SERVICE DAYS AND HOURS is amended in its entirety as follows:
South Shore Microtransit Service Hours:

Sunday – Thursday: 7:00am-9:00pm
Friday - Saturday: 7:00am-11:00pm

Average wait times shall be no more than 15 minutes. Riders should always be able to travel within proposed service area.

Exhibit A: Attachment 1 is amended in its entirety as follows:

(South Shore Micro Transit Service Area – Expanded Zone 1)



IN WITNESS WHEREOF, this Amendment has been executed by the partis and is dated and effective as of the date written above.

FOR CITY OF SOUTH LAKE TAHOE

Cristi Creegan
Cristi Creegan (Nov 27, 2023 09:48 PST)

Cristi Creegan
Mayor

Nov 27, 2023
Date

FOR SOUTH SHORE TRANSPORTATION MANAGEMENT ASSOCIATION

Steve Teshara
Steve Teshara (Dec 4, 2023 14:40 PST)

Steve Teshara
Chair, SS/TMA Board of Directors

Dec 4, 2023
Date

Approved as to Form:

Heather Stroud (Nov 27, 2023 10:47 PST)

Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Nov 27, 2023 09:17 PST)

Susan Blankenship, City Clerk

FUNDING AGREEEMNT

Annual Contribution

South Shore Transportation Management Association (SS/TMA) South Shore Microtransit Service

Amendment No. 2

This Amendment No. 2 is made on September 10, 2024 to the Funding Agreement entered into as of February 14, 2023 (C-024-2023) by and between the South Shore Transportation Management Association ("SS/TMA") and the City of South Lake Tahoe ("City"). The parties hereby agree to the following amended terms.

Section 1 EFFECTIVENESS AND TERM, is amended in its entirety as follows:

This Agreement shall expire on September 30, 2025. The City of South Lake Tahoe shall continue to be granted one (1) voting seat on the Board of Directors of the SS/TMA to be filled by a City staff person/ non-elected official.

Section 3 FUNDING, is amended to add the following language:

The City agrees to provide $650,000 in Fiscal Year 24/25 (October 1, 2024 - September 30, 2025) for the operation of microtransit service.

IN WITNESS WHEREOF, this Amendment has been executed by the partis and is dated and effective as of the date written above.

FOR CITY OF SOUTH LAKE TAHOE	FOR SOUTH SHORE TRANSPORTATION MANAGEMENT ASSOCIATION
_____	_____
Cody Bass, Mayor	Chris Proctor Chair, SS/TMA Board of Directors
Date:	Date:

Approved as to Form:

_____

Heather Stroud, City Attorney

ATTEST:

_____

Susan Blankenship, City Clerk

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe City Council

September 10, 2024

Appropriating additional $500,000 from General Fund Undesignated Excess Reserves for Funding Agreement Amendment 2 with the South Shore Transportation Management Association (SS/TMA) for a total of $650,000 in Fiscal Year 24/25 Contribution for South Shore Microtransit Service

BACKGROUND

A. The City entered into a Funding Agreement (C-247-2023) on February 14, 2023 with Amendment 1 approved on November 21, 2023. The Funding Agreement expires on September 30, 2024 with the option to renew for one (1) one-year term upon written mutual agreement.

B. Lake Link, a turnkey on-demand pilot microtransit service operated by Downtowner, LLC, formally launched in July 2022, with a soft launch late June 2022, and has seen a steady increase in ridership.

C. This item includes a City Council motion to approve an amendment to the agreement to extend the term by one year and continue to provide an additional $500,000 in fiscal year 24/25, for a total of $650,000, for continued microtransit service.

D. This funding agreement with the SS/TMA for Microtransit Service continues to advance Goal 1.4 (Transportation) in the 2021-2026 Strategic Plan, by addressing Action Item 7: Partner with the new South Shore Events Center and South Shore Transportation Management Association to expand and electrify microtransit service.

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. Appropriates $500,000 from General Fund Undesignated Excess Reserves into account 100-01951-44032 Non-Departmental Contributions / Sponsorships for Fiscal Year 2024/2025 consistent with Funding Agreement Amendment 2 with SS/TMA.

Passed and adopted by the City of South Lake Tahoe City Council on September 10, 2024 by the following vote:

Yes:

No:
Absent:

Abstain:

_____ _____
Cody Bass, Mayor Date:

Attest:

_____
Susan Blankenship, City Clerk

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #: 19

Agenda Item: Mid-Town Area Plan: Priority Topics and Stakeholder Engagement Update

Executive Summary: Before beginning widespread community engagement, staff is requesting City Council's input on topics that should be prioritized in development of the Mid-Town Area Plan. Staff will be presenting recommendations that have been identified through recent City efforts such as amendments to the Tourist Core Area Plan and Tahoe Valley Area Plan; development of the 56-Acres Master Plan; development of the ADA Transition Plan; and community forums on housing.

Requested Action / Suggested Motions: Pass a Motion confirming priority topics to be addressed in the Mid-Town Area Plan as: (1) implementation of redevelopment strategies and incentives; (2) creation of arts district; (3) transportation improvements; (4) encouraging housing development; (5) concentration of City services and civic amenities; and (6) enhancement of recreation assets.

Responsible Staff Member: Anna Kashuba, Senior Planner

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 - Mid-Town Area Plan Stakeholder Engagement.docx
02-Mid-Town Area Plan Boundary.pdf

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

Meeting Date: September 10, 2024

Title: Mid-Town Area Plan: Initial Council Priorities Discussion and Stakeholder Engagement Update

Location: Mid-Town (see attachment 02, Mid-Town Area Plan Boundary)

Responsible Staff Member: Anna Kashuba, Senior Planner

Background: The City Council's Strategic Plan Priority 1, Built Environment, Action Item 1.2 is to revitalize the Mid-Town area. The city is initiating development of the Mid-Town Area Plan to guide future land uses and development to meet the needs of residents, businesses, visitors, and the environment. The Mid-Town Area Plan (Area Plan) will leverage the adopted 56-acre master plan and existing infrastructure at Lakeview Commons and Harrison Avenue to further transform mid-town into a recreation, arts, and community hub.

Development of the Area Plan kicked off at the May 7, 2024, City Council Meeting and a professional services agreement was entered on June 4, 2024, for consultant assistance.

Issue and Discussion: Before beginning widespread community engagement, staff is requesting City Council's input on topics that should be prioritized in plan development. Staff has prepared the recommended items below, in no specific order, based on feedback received on other recent projects, including but not limited to, amendments to the Tourist Core Area Plan and Tahoe Valley Area Plan; development of the 56-Acres Master Plan; development of the ADA Transition Plan; community forums on housing; and other City efforts.

Potential Policy Priority Topics

Implementation of Redevelopment Strategies and Incentives

One identified priority for the Mid-Town area, highlighted by the Vacant and Underused Sites Inventory, is economic activity and redevelopment. Seventeen (17) of the 40 sites identified in the report are located within the Mid-Town Area Plan's proposed boundary. To address these sites and prevent further instances of abandon, a concerted effort will be made to incorporate implementation strategies to achieve the plan's goals in a timely manner. Specific focus areas may include the Tahoe Center shopping complex, containing the former Denny's and Rite Aid sites, or area between Fremont Avenue and Takela Drive.

Arts District

In 2022 the City adopted a resolution approving policy for publicly visible art on private property. This has opened a new pathway for artists to display their work and has increased visual interest of the built environment. An arts district would build on the interest of publicly visible art to create a concentrated area that provides an interactive, cohesive, cultural, and educational experience.

Transportation

Creating a safe and interconnected active transportation network is a Citywide priority. Within the Mid-Town Area Plan a specific effort will be made to increase safety for students and youth traveling between South Tahoe Middle School, Boys and Girls Club, playing fields, Bijou Park, and residences. The plan will identify proposed and ongoing transportation improvements.

Housing

Staff anticipates that many of the housing topics that were discussed with the Tourist Core Area Plan and Tahoe Valley Area Plan amendments will also be applicable to the Mid-Town Area Plan, such as increases in density, modifications to existing parking standards, and expansion of housing as a permissible use. This includes expanding the Town Center designation so that more parcels can take advantage of additional coverage and higher residential densities as allowed by TRPA Code. Much of this area is already developed with commercial uses, making mixed use developments an attractive and likely path forward to increase residential uses.

Concentration of City Services and Civic Amenities

The preferred design concept of the 56-Acres Master Plan identifies City facilities, a civic center/city hall, and civic amenities (recreation center, library, open space, etc.) within the site. Concentrating services has the potential to increase efficiency of City operations; better facilitate public participation at City Council and commission meetings; and create vibrant community gathering spaces.

Enhancements of Recreation Assets

While the recreation assets within the plan area are some of the City's finest, there is always room for improvement. Staff will meet with community groups to identify shortfalls of parks, beaches, and facilities, and receive feedback on where improvements can be made. These will consider recommendations made by the ADA Self-Evaluation and Transition Plan, which places the ice arena, Lakeview Commons, and senior center as top priorities, followed by Bijou Park and Campground by the Lake.

Confirmation from City Council regarding priorities will inform staff and consultants in leading outreach efforts, as detailed below.

Stakeholder Engagement Process

A technical advisory group has been formed to guide the project progress and provide key input. Four (4) meetings will be held: 1) project kick off, 2) existing conditions summary and feedback, 3) recommendations summary and feedback, and 4) draft document review and comments. The first meeting of this group occurred on August 8, 2024. Participants include:

- City staff
    - Development Services
    - Parks and Recreation
    - Public Works
- Tahoe Regional Planning Agency staff
- El Dorado County staff

- South Tahoe Unified School District representative
- South Tahoe Public Utility District representative

Three (3) meetings will be held with the Bijou Park Community Advisory Group to explore Bijou Park, the golf course, and LTCC to address events, parking and best uses in balance with open space and natural stream environment zones. The kickoff meeting for this groups occurred on August 8, 2024. Over August 19 and 20, a two-day charette was held during which the group discussed programming and concepts for Bijou Park, followed by a discussion at the August 21, 2024, Parks and Recreation Commission. Participants include:

- City Parks and Recreation Staff
- City Parks and Recreation Commission, Mid-Town Subcommittee
- South Tahoe Parks Foundation
- Lake Tahoe Community College and field user groups
    - South Tahoe Futbol Club
- Boys and Girls Club
- Bijou Park User Groups
    - South Tahoe Disc Golf Association
    - South Tahoe Parks Foundation
    - Skate Park
    - Tahoe Area Mountain Biking Association

At least one listening session on each of the topics below will be held to hear struggles, concerns, priorities, and opportunities. Follow up stakeholder meetings will be held as deemed necessary. Below are the discussion topics, followed by anticipated participants.

Priority Pedestrian and Bike Routes

- Lake Tahoe Bike Coalition
- Bicycle Advisory Committee
- South Lake Tahoe Public Works Department
- Tahoe Area Mountain Biking Association
- Tahoe Regional Planning Agency recreation/transportation staff
- California Tahoe Conservancy
- Tahoe Transportation District
- South Shore Transportation Management Association

General Development, Commercial Focus

- Harrison Avenue Business District
- Fremont Avenue Business Owners
- Sierra Tract Commercial businesses
- Property owners and owners' representatives
- Lake Tahoe Visitors Authority
- South Tahoe Association of Realtors
- South Lake Tahoe Lodging Association
- South Tahoe Chamber of Commerce
- Tahoe Chamber

General Development, Housing Focus

- Tahoe Prosperity Center
- St. Joseph Community Land Trust
- South Tahoe Association of Realtors
- Tahoe/Truckee Contractors Association
- Tahoe Coalition for the Homeless
- Residential developers

Arts District

- Tahoe Art League
- Lake Tahoe Historical Society
- Washoe Tribe
- South Tahoe High School
- Lake Tahoe Community College

Community Wellness and Resources

- El Dorado County Behavioral Health
- El Dorado County Library, South Lake Tahoe Branch
- El Dorado County Health and Human Services
- St. Joseph Community Land Trust
- Tahoe Coalition for the Homeless
- Boys' and Girls' Club
- Advance
- Barton Hospital
- Live Violence Free
- Marcella Foundation
- Lake Tahoe Unified School District
- South Lake Tahoe Police Department

In addition to the meetings outlined above, three (3) community workshops will be held that are open to the public, followed by a two-day open house to show and discuss drafted recommendations. One workshop will be held at the Family Resource Center where materials and presentations will be available in Spanish. Additional meetings are anticipated with specific stakeholders such as El Dorado County, STPUD, LTCC, LTUSD, and the Al Tahoe Post Office so that staff can anticipate unique circumstances the plan may need to consider. City staff will also be available to discuss the plan at community events such as farmers markets and the Multicultural Celebration.

Communication methods used thus far include posts to the City's social media accounts; publication of a dedicated webpage that will be updated with times, dates, and locations of public meetings; and the option to sign up for notifications when new meeting dates are posted.

Financial Implications: Beyond staff time, there are no financial implications associated with receiving this report.

Environmental Considerations: Reporting the status of a planning process has no possibility of causing a direct physical change or a reasonably foreseeable indirect physical change to the

environment. This activity is not a project as defined in CEQA Guidelines Section 15778 and is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Possible environmental impacts will be considered as goals, policies, and standards are developed to create a self-mitigating plan to the extent feasible. A programmatic Initial Study and Initial Environmental Checklist (IS/IEC) is envisioned to be the appropriate environmental document for evaluation of the Area Plan pursuant to CEQA and TRPA Code of Ordinances and Rules of Procedures.

Policy Implications: Preparing an Area Plan for the Mid-Town is consistent with the following General Plan policies:

Policy LU-1.2 Smart Growth: The City shall implement Smart Growth principles to create walkable, mixed-use centers, compact and complete neighborhoods, and enhanced gateways and places. Smart Growth Principles include:

- Creating a range of housing opportunities and choices
- Creating walkable neighborhoods
- Encouraging community and stakeholder collaboration
- Fostering distinctive, attractive communities with a strong sense of place
- Making development decisions predictable, fair, and cost-effective
- Providing a mix of land uses
- Preserving open space, natural beauty, and critical environmental areas
- Providing a variety of transportation choices
- Strengthening and directing development to existing communities
- Taking advantage of compact building design

Policy LU-2.2 Community Plan Preparation, Adoption, and Implementation: The City shall periodically update and implement the four Community Plans as a way to focus development commodities and revitalization efforts.

Policy LU-2.5 Bijou/Al Tahoe Community Plan Area: The City shall encourage the creation of a viable residential neighborhood with appropriate neighborhood amenities and compatible high-quality family-oriented recreation and public facilities, including government offices.

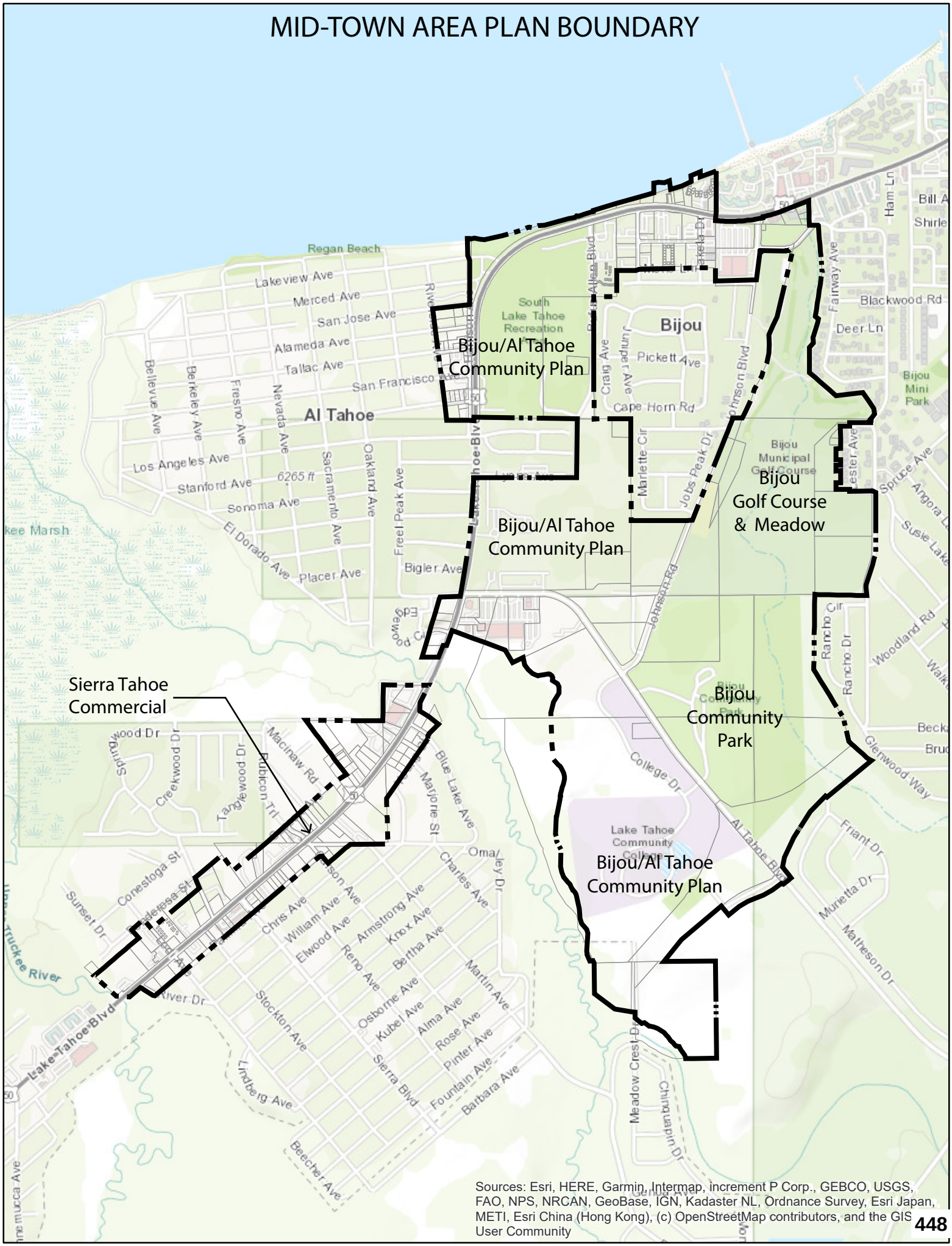
Policy LU-2.8 Community Plan Incentives: The City shall provide permit streamlining, commodity increases, coverage increases, and other similar incentives to encourage the implementation of General Plan goals and policies.

Policy LU-5.3 Commercial Center Enhancement: The City shall encourage the upgrade and/or expansion of existing commercial centers, including improvements to parking and landscaping areas; redesigns to accommodate bicycle, pedestrians, and transit facilities; and remodeling to include "green" technology and improve energy efficiency.

Policy LU-8.14 Art in Public Places: The City shall promote art in public places such as pedestrian areas, tourist accommodation areas, social gathering places, and commercial shopping centers in conformance with a Cultural Arts Master Plan.

Policy LU-11.2 Equal Public Participation: The City shall ensure that all community residents have meaningful opportunities to participate in the decision-making process.

MID-TOWN AREA PLAN BOUNDARY



City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:20

Agenda Item: Presentation by California Department of Transportation on Hot Mix Asphalt Concrete and Portland Cement Contract for Roadway Rehabilitation on State Highways

Executive Summary: On March 14, 2023, Councilmember Cody Bass (seconded by Councilmember Scott Robbins) requested a report from Caltrans to discuss pavement options between Hot Mix Asphalt and Portland Concrete Cement for State maintained roadways. Based on this request, staff has been coordinating with the California Department of Transportation to provide a presentation for roadway construction and rehabilitation options.

Requested Action / Suggested Motions: Receive and File.

Responsible Staff Member: Anush Nejad, Director of Public Work

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

Attachments:

01-Staff Report - Asphalt vs Concete.docx
02-Presentation

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

Meeting Date: September 10, 2024

Title: Presentation by Caltrans on Hot Mix Asphalt and Portland Cement Contract for Roadway Rehabilitation on State Highways

Location: US 50/89

Responsible Staff Member: Anush Nejad, Director of Public Work (530) 542-6031

Background: On March 14, 2023, Councilmember Cody Bass requested a report from Caltrans to discuss pavement options between Hot Mix Asphalt and Portland Concrete Cement for state-maintained roadways. Councilmember Robbins seconded this item. Based on this request, staff has been coordinating with the California Department of Transportation to provide a presentation for roadway construction and rehabilitation options.

Issue and Discussion: There are several types of pavement construction and rehabilitation methods. Hot Mix Asphalt Concrete (HMA) and Portland Cement Concrete (PCC) are the most commonly used methods.

- Hot Mix Asphalt (HMA) is a combination of approximately 95% stone, sand, or gravel bound together by asphalt cement, a product of crude oil. Asphalt cement is heated aggregate combined with the aggregate at an asphalt facility. This is the most commonly used pavement material. However, there are several mix design and other additives can be added for different applications. In most cases, the HMA is placed over the aggregate base and/or subbase. HMA can be placed quickly, and the roadway can be opened to traffic quickly.
- Portland Cement Concrete Pavement (PCCP) consists of cement, sand, aggregate (rocks) and water. There are also admixtures – materials often added to the concrete mix to alter its properties. These admixtures can do several things to the concrete mix. Depending on the need, they may be added to reduce water, slow the setting rate, accelerate the setting time, or add color to concrete. The PCC is reinforced with rebars to provide tensile strength. The PCC slab may sometimes be overlaid with a layer of asphalt concrete. PCC requires time for curing before it can be opened to traffic, typically between 7-28 days, depending on the cement concrete type.

Financial Implications: This is a California Department of Transportation presentation regarding alternative pavement construction methods. At this time, there are no financial implications for receiving this report.

Environmental Considerations:
Receiving this report is not a project requiring environmental review under the California Environmental Act (CEQA) under CEQA Guidelines section 15378(a) because it does not have the potential to result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Policy Implications:
Receiving the report Policies are consistent with:

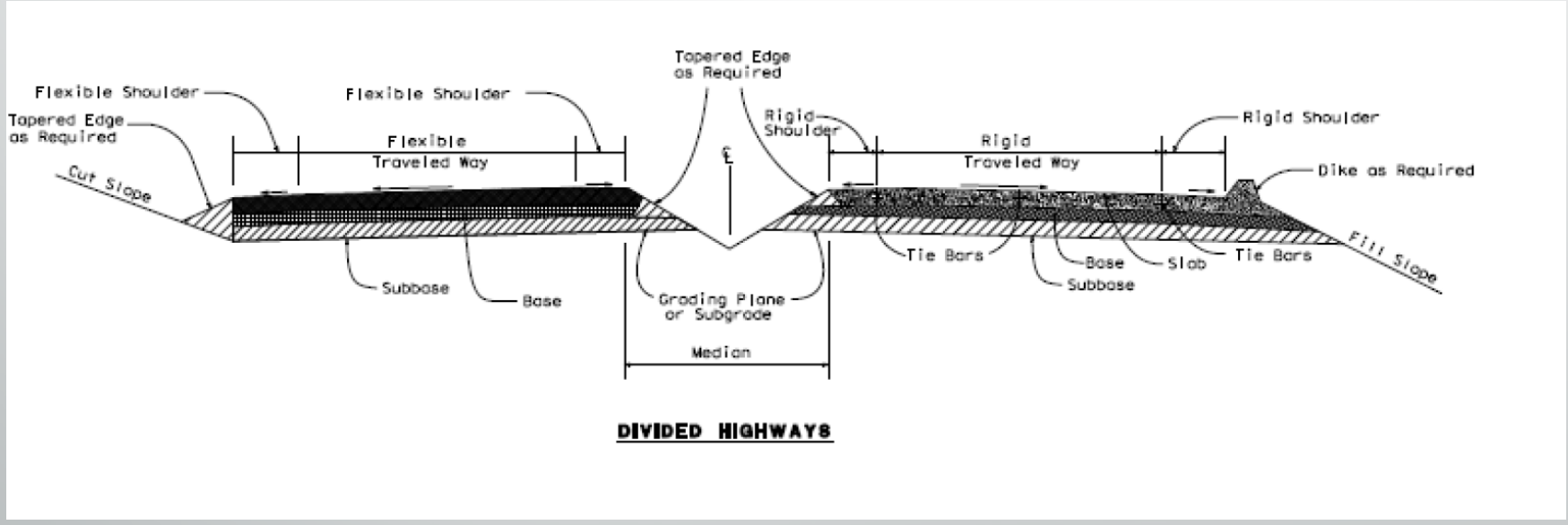
> **General Plan Policy TC-1.5:** Street Repair Program. The City shall maintain and implement the Pavement Management Plan and maintain a street repair program that ensures sufficient funding for the maintenance of South Lake Tahoe's Street System.
>
> **General Plan Policy PQP-1.8**: Financing and Prioritizing Maintenance of Existing Infrastructure. The City shall identify operations and maintenance costs and priorities for existing infrastructure, and identify and develop a fair, equitable, and stable fiscal program to finance the ongoing maintenance of infrastructure.

Asphalt vs. Concrete

Types of Caltrans Pavement Projects

- New Construction
  - New roadways, alignments, interchanges, or grade separation crossings
- Widening
- Pavement Preservation
  - Preventive Maintenance (HM1/field maintenance)
  - Capital Preventive Maintenance (CAPM)
  - Roadway Rehabilitation
    - 2R (Resurfacing and Restoration)
    - 3R (Resurfacing, Restoration, and Rehabilitation)
- Reconstruction

Basic Pavement Layers



DIVIDED HIGHWAYS

Widening

- Construct additional pavement width to improve traffic flow
- Increase capacity on an existing highway facility
- Adding lanes (to accommodate for multimodal transportation i.e. transit & bicycles)
- Shoulder
- Turnouts or pullouts for maintenance/transit traffic
- Widening existing lane, shoulder or pullouts

Pavement Preservation

- Preventive Maintenance (HM1/Field Maintenance)
  - Construct preventive treatments to preserve pavements in good condition
  - Nonstructural preventive and corrective strategies
- Capital Preventive Maintenance (CAPM)
  - Cost effective repairs on existing roadways with considerable remaining service life (15 to 30 years)
  - Repair pavement exhibiting minor distress
  - Timely application of CAPM treatments delay the need for major roadway rehabilitation
  - Improve the cost-effectiveness of the pavement life cycle

Pavement Preservation

- Roadway Rehabilitation
  - Return roadways that exhibit major structural distress to good condition
    - Failure of the surface course
    - Failure of the underlying base layers
  - Major non-routine work engineered to restore service life
    - Restore damaged structural capacity
    - Providing upgrades to enhance safety

Reconstruction

- Replaces the entire existing pavement structure
- Rebuilds adjacent operational and roadside features
- Typically include significant change to the horizontal and vertical alignment of the highway

Types of Pavement

- Types of pavement considered for new construction, widening, reconstruction, and rehabilitation
  - Rigid (Concrete)
  - Flexible (Asphalt)
  - Composite
    - Asphalt/Concrete
    - Concrete/asphalt

Pavement Selection Criteria

- Pavement design life
- Traffic considerations
- Soils characteristics
- Climate
- Existing Pavement type and condition
- Existing drainage type and condition
- Availability of Materials
- Recycling
- Maintainability
- Constructability
- Life-cycle cost analysis
- Life-cycle assessment

Advantages

Concrete Pavement

- Durability
  - Suitable for high truck volumes
- Less prone to rutting
- Fewer repairs
- Last longer

Asphalt Pavement

- Less expensive to install ($1 million/lane mile)
- Less road noise
- Better traction/skid resistance
- Black asphalt utilizes heat
- Ease of maintenance/repair
- Cheaper to maintain (estimated about $111,000/lane mile/year)

Disadvantages

Concrete Pavement

- Costly/difficult to repair
- Smooth/slippery roadways
- Expensive to install ($1.8million/lane mile)
- Expensive to maintain ($154,000/lane miles/year)
- More prone to cracking/breaking
- More road noise compared to asphalt pavement

Asphalt Pavement

- Prone to rutting
- Lower life expectancy than concrete

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:21

Agenda Item: Annual Report on Homelessness

Executive Summary: Homelessness is a nuanced issue, driven in large by shortfalls in housing supply and affordable housing throughout the region, the state of California and the United States. Responding to homelessness requires nuanced approaches making the coordination of a strategic approach challenging but facilitates better outcomes. This report is meant to inform on the current landscape and coordination of City departments and regional partners addressing homelessness.

Requested Action / Suggested Motions: Receive and file.

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:

02 - MOU with Tahoe Coalition for Homeless.pdf
03 - MOU with Live Violence Free.pdf
01-Annual Homelessness Report_Sept2024.docx

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

Meeting Date: September 10, 2024

Title: Annual Report on Homelessness

Location: Citywide

Responsible Staff Member: Jessica Wackenhut Lomeli, Housing Manager

Background: Homelessness is a nuanced issue, driven in large part by shortfalls in housing supply and affordable housing throughout the region and the state of California. In 2019, the Point in Time count for El Dorado County showed there was a total of 613 people experiencing homelessness with 78% of those being unsheltered. In 2022, there was a total of 511 people experiencing homelessness with 86% of those unsheltered. In the 2022 count, 79% of people experiencing homelessness had their permanent residence prior to homelessness in El Dorado County. The 2024 Point in Time count data for El Dorado County should be available in the next three months.

Responding to homelessness contains nuanced approaches making the coordination of a strategic approach challenging but facilitates better outcomes.

Individuals with certain vulnerabilities, those with a history of trauma, and/or those from racially minoritized groups, are at higher risk of experiencing homelessness. In addition, those who are experiencing homelessness have higher rates of substance abuse and mental health issues than the general population. Those experiencing homelessness are an aging population and we now that most people experiencing homelessness in California are overwhelmingly from California[1]. In El Dorado County, we know that this data trend is also similar.

Research shows that the trauma of experiencing homelessness can cause people to develop mental health problems for the first time and can worsen existing behavioral health challenges. Ever experiencing homelessness is related to higher levels of reported alcohol use, and the amount of time spent homeless is related to lower perceived recover from mental illness[2].

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[1] Margot Kushel, MD and Tiana Moore, PhD, et. al. "Toward a New Understanding: The California Statewide Study of People Experiencing Homelessness." *Benioff Homelessness and Housing Initiative, University of California San Francisco* (June 2023).

[2] Castellow J, Kloos B, Townley G. "Previous Homelessness as a Risk Factor for Recovery from Serious Mental Illnesses." Community Ment Health J. 2015 Aug;51(6):674-84. doi: 10.1007/s10597-014-9805-9. Epub 2015 Jan 8. PMID: 25566947.

In addition to negatively impacting South Lake Tahoe residents experiencing homelessness, there are other direct and indirect impacts on the community. People experiencing homelessness generate a significant number of calls for services from the South Lake Tahoe Fire and Police Departments, as well as frequent and high utilization of emergency medical services administered at Barton Health. These calls may delay response time to other non-homeless related calls. In addition, unsheltered homelessness may negatively impact the environment, the local economy and quality of life in the community.

Issue and Discussion: The City is becoming more engaged with El Dorado County on homelessness, primarily through the El Dorado Opportunity Knocks Continuum of Care (EDoK CoC), and the city has agreements with Tahoe Coalition for the Homeless and Live Violence Free. There are nuanced and collaborative approaches to addressing homelessness in the community which require strategic responses that are documented in shared systems. Below is an overview of the regional infrastructure to reducing homelessness in addition to roles played by the city and external partners.

Regional Collaboration to Reduce Homelessness

El Dorado Opportunity Knocks Continuum of Care (EDOK CoC)

The Continuum of Care (CoC) Program was created through the McKinney-Vento Homeless Assistance Act as Amended by S.896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. This rule became effective August 30, 2012. The CoC is a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC Board has representatives from local jurisdictions, education, law enforcement, healthcare, domestic violence providers, individuals with lived experience, social service providers, housing developers, and more. Jessica Wackenhut Lomeli, Housing Manager, is the current board member representing the City of South Lake Tahoe on the CoC board. Kimberly Peterson, Executive Director of Tahoe Coalition for the Homeless, and Chelcee Thomas, Executive Director of Live Violence free also serve on the CoC board.

The CoC exists as a coordinated way for housing and homelessness providers to submit a single application to HUD in a more structural and strategic approach to both housing and homelessness services.

HUD requires four aspects to a CoC:

- Outreach, intake, and assessment in order to identify service and housing needs and provide a link to the appropriate level of both;
- Emergency shelter to provide an immediate and safe alternative to sleeping on the streets;
- Transitional housing with supportive services to allow for the development of skills that will be needed once permanently housed;
- Permanent and permanent supportive housing to provide individuals and families with an affordable place to live with services if needed.

CoCs track and manage the homeless community in their area. In addition, CoCs manage the biannual Point in Time Count of the homeless population and track emergency systems, transitional housing units, and beds.

Within CoC's there is also Coordinated Entry (CE) that serves as the "front door" to the homelessness response system. It is designed to assess, prioritize and match people experiencing homelessness to housing opportunities efficiently and consistently. This includes prioritization and a "by name" list of clients. Tahoe Coalition for the Homeless was awarded CoC funds to serve as the Coordinated Entry provider for El Dorado County. TCH provides quarterly updates on the Coordinated Entry System (CES) for the county at these board meetings.

Roles & responsibilities in Responding to Homelessness

Roles within the City

South Lake Tahoe Policy Department - South Tahoe Area Collaborative Services (STACS)

Chief Stevenson created the STACS program to improve the Police Department's response to homelessness, substance use issues, and mental health related calls while collaborating with regional partners. The goal of STACS is to find long term solutions for those experiencing homelessness and/or mental health issues in South Lake Tahoe. SLTPD works with South Tahoe Fire Rescue, Barton Health, El Dorado County Sherriff's office, El Dorado County District Attorney's Office, Cal-Tahoe JPA Ambulance, Tahoe Coalition for the Homeless, El Dorado County Behavioral Health, Clean Tahoe and others.

Officer Hazelet was assigned as the new STACS officer in 2023. There is a joint response by Officer Hazelet in conjunction with El Doado County Behavioral Health. Resources offered through this program include: El Dorado County Navigation Shelter, Drug/Alcohol rehabilitation, family reunification, and Tahoe Coalition for the Homeless. All referrals for Domestic Violence go to Live Violence Free and all referrals for homelessness go to Tahoe Coalition for the Homeless. STACS also deals with environmental considerations in regard to illegal camping. In 2023, the STACS program partners conducted a massive cleanup in the meadow behind Motel 6 in which 200 cubic yards of trash and 101 propane tanks were removed from the area. In 2024, there has not been a single mass cleanup since several of the individuals from the camps are now housed or staying in the shelter with TCH. Officer Hazelet works closely with Clean Tahoe when cleanup is needed around encampments.

Development Services Department

Development Services Department works closely with Tahoe Coalition for the Homeless and other community partners to increase efforts to prevent and reduce homelessness

in the community. The department is providing priority permit processing of projects that are targeted towards special-needs groups, such as individuals and/or families experiencing homelessness, seniors, and populations with disabilities. The Department works on solution-oriented investment which includes increasing affordable housing, engaging on the Continuum of Care Board, and implementation of prevention programs for people at-risk of homelessness and living with housing insecurity.

The Housing Division currently implements the following programs and projects to prevent and reduce homelessness:

- Rental Assistance Program: Security Deposit Assistance and Application Fee 0% interest loans from the City to the landlord for the applicant.
- Housing Hotline: Provide information to tenants and landlords about substandard housing issues and informational documents through the State of California.
- Community Development Block Grant CV 2-3 Funding for Bear's Den Affordable Housing Rehabilitation project: Conversion of motel into residential units for individuals making 0% to 30% of Area Median Income.
- Sugar Pine Village and 3900 Lake Tahoe Blvd Affordable Housing Projects – represent 323 affordable housing units that have a percentage of units for individuals that do not require intensive case management services from Tahoe Coalition for the Homeless and can live in independent living locations.

Roles of External Partners

El Dorado County

El Dorado County serves as the administrative entity for the CoC. This means all grants, contracts, go through El Dorado County Board of Supervisors. The Departments in El Dorado County related to homelessness include Health and Human Services (includes public health, behavioral health, and access to supportive services), El Dorado County Housing Authority, El Dorado County Sheriff - Homeless Outreach Team (HOT). As mentioned above, El Dorado County Behavioral Health is a collaborative partner in the STACS program. Several staff members from El Dorado County serve on the CoC and staff some of the committees for the CoCs. In addition, El Dorado County and the Continuum of Care, in partnership with Volunteers of America, operate a 60 bed shelter in Placerville for adults experiencing homelessness along with case management and housing assistance. Participants can only enter the shelter through the coordinated entry system.

Barton Health

Individuals experiencing homelessness, especially those who are unsheltered, can be devastating to the individual's health and well-being. Many individuals lack access to healthcare, and therefore, often, have high rates of acute care and emergent health services utilization. Barton Health holds a board position on the CoC, works closely on STACS, and as an emerging program in addiction treatment. Barton provided data in

which they average three referrals from their Inpatient and Emergency Department settings to TCH on a weekly basis or 150+ annually as a conservative estimate. If TCH does not have shelter immediately, Barton sends referrals to the Nevada Cares Campus in Reno in which Barton pays for all costs associated with the transfer, medication, and clothing.

Tahoe Coalition for the Homeless

The City of South Lake Tahoe entered into a Memorandum of Understanding (MOU) with Tahoe Coalition for the Homeless (TCH) on September 23, 2020 (Attachment 2). This MOU serves to memorialize a cooperative and working relationships between TCH and the City to share data regarding homelessness, coordination between City departments, commitment to funding opportunities, and coordination in the local Continuum of Care (CoC).

TCH staff provide supportive services to clients and also individuals experiencing housing insecurity. As mentioned previously, they collaborate with various partners in the region. TCH operates a year-round sixteen bed shelter that is located at the Red Lodge property. Individuals are placed in the shelter based on their intake and vulnerability assessment. Some of these individuals may be placed in permanent housing with TCH or may be housed in other properties in the area. As discussed previously, Barton Health and SLTPD make many referrals to TCH for shelter and housing.

In 2020, TCH purchased three SRO properties which currently being converted into permanent housing for some of the most vulnerable members in our community. When the Bear's Den is completely rehabilitated, TCH will own 72 units of permanent housing for individuals between 0% and 30% of the Area Median Income and does not include the shelter beds.

TCH was awarded a grant to support housing and services to victims of domestic violence in which they partner and collaborate closely with Live Violence Free.

Live Violence Free

Live Violence Free (LVF) offers shelter, counseling, housing assistance, legal support, and advocacy for victims of domestic violence, sexual assault and child abuse. While domestic violence, sexual assault, and child abuse does not discriminate against socioeconomic status, intimate partner violence increases the risk of homelessness for survivors, particularly those with lower incomes.

LVF and South Lake Tahoe Police Department (SLTPD) have a MOU to collaborate on emergency response, referrals, transportation of victims to safe locations, and coordinate and participate in Eastern El Dorado County Sexual Assault Response Team (SART) meetings. SLTPD received 192 Domestic Violence Reports in 2023 and 100 in 2024, as of July. Of these reports in 2023, 5 of the Domestic Violence reports included

homelessness and 0 reports of Domestic Violence with Homelessness as of July 2024. The Domestic Violence Response Team, referred to LVF by SLTPD include 72 clients. LVF provides has had seven responses to Barton medical responses.

Conclusion

Staff would like to highlight some of the financial concerns we see with two critical partners, LVF and TCH. Funding at the Federal and State levels have significantly shifted which create challenges for general operating costs such as finance and executive staff not working directly with clients.

Live Violence Free is 85% grant funded and 40% of their budget was funded by the Federal Victim of Crimes Act. This funding source has dipped drastically in the past several years and in this current fiscal year, the State of California backfilled funding for state nonprofits who received these funds in the past for one year. This grant is used for programs, operations, client expenses such as the shelter operated by LVF, utilities at the shelter, transitional housing, rental assistance, utility assistance, among others. The operating reserves are

Tahoe Coalition for the Homeless is eligible for various grants but the funding typically is capped only for capital projects and services, leaving no amount available for operations unless you directly work with clients. Most of the funds TCH receives is for rehabilitation of projects which are hard and soft capital costs or client-based services through CalAIM.

Many grants only allow for less than 10% for indirect costs (operating) which include accounting, executive staff, and grant oversight. TCH and LVF actually use about 15-20% in indirect costs for each grant, leaving a gap between operations costs and grants received. Both organizations have small operating reserves which can be challenging since most grants are on a reimbursement basis. Reimbursement based grants have a significant lag time due to review of grant documentation and processing to send checks for reimbursement.

Homelessness contains a web of stakeholders that must collaborate in a unified approach to ensure the nuanced issues are addressed and resolved. As summarized in this report, nonprofit partners such as Live Violence Free and Tahoe Coalition for the Homeless are essential to reducing the impact of homelessness to the overall region while also reducing the impact to City resources and departments.

Staff recommends that City Council receive and file the report.

Financial Implications: At this time, there are no financial implications for receiving this report.

Environmental Considerations: The recommendation in this report is not a project under CEQA, because it does not involve any commitment to a specific project which

may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The following adopted policies and programs are applicable to this discussion:

City General Plan Housing Element

Action Item 1.3.6 Continue to work with the Tahoe Coalition for the Homeless to rehabilitate properties purchased through Project Homekey.

Action Item 3.1.3 Work with local partners to support permanent supportive housing/transitional homeless shelter resources and provide more services to mitigate existing homeless camps.

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.

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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

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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.

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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.

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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.

LIVE VIOLENCE FREE
AND
SOUTH LAKE TAHOE POLICE DEPARTMENT

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

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

SLTPD agrees to:

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

Live Violence Free agrees to:

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

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

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

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

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

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:22

Agenda Item: Patagonia Product Procurement

Executive Summary: On August 13, 2024 Mayor Cody Bass, with a second from Councilmember Wallace requested that a discussion regarding procurement of Patagonia clothing for things that the City logo is printed on due to the environmental sustainability practices of Patagonia. The City Code directs the purchase of environmentally preferable products that minimize environmental impacts and the Patagonia company maintains rigorous commitments to reducing greenhouse gas emissions. City Council will consider three options to address clothing procurements that meet the operational and safety needs while also having minimal environmental impact.

Requested Action / Suggested Motions: Pass a Motion directing the City Manager or designee to open a B2B group discount account with Patagonia in compliance with the City's procurement policy.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

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

Attachments:

01-Staff Report - Patagonia Procurement.docx

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

Meeting Date: September 10, 2024

Title: Patagonia Clothing Procurement

Location: Citywide

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: On August 13, 2024 Mayor Cody Bass, with a second from Councilmember Wallace requested that a discussion regarding procurement of Patagonia clothing for things that the City logo is printed on due to the environmental sustainability practices of Patagonia.

Issue and Discussion: The City Council is responsible for adopting the City's Purchasing Ordinance and Procurement Policy and for approving significant policy revisions. The City's procurement policy includes the following provision regarding environmentally preferrable products:

Pursuant to SLTCC § 3.45.080; the city desires to purchase environmentally preferable products that minimize environmental impacts, reduce waste by increasing product efficiency, contain recycled content, and contain U.S. Environmental Protection Agency Energy Star-certified materials whenever economically feasible.

The Patagonia company has made the following commitments to GHG reductions:

- Reduce absolute Scope 1* and Scope 2* GHG emissions 80% by FY2030 from a FY2017 base year.
- Reduce absolute Scope 3* GHG emissions from purchased goods and services, upstream transportation and distribution, business travel and downstream transportation and distribution 55% by FY2030 from a FY2017 base year.
- Reduce absolute Scope 1*, 2*, and 3* GHG emissions 90% by FY2040 from a FY2017 base year.
- Commit to reach Net-Zero GHG emissions across the value chain by FY2040 from a FY2017 base year.

*Scope 1 & 2: Global owned and operated stores, offices and distribution centers. Scope 3: Employee travel, transportation, finished goods manufacturing, and raw materials manufacturing.

To reach these carbon emission reduction goals, Patagonia utilizes environmentally preferred materials such as organic cotton and recycled polyester and nylon, reducing reliance on virgin petroleum fibers. Patagonia is a certified B Corp, meeting certain social and environmental responsibility standards with the goal to create value for the broader society versus just traditional shareholders. In addition, Patagonia's self-imposed Earth tax, 1% for the Planet, provides support to environmental nonprofits working to defend our air,

land and water around the globe. Patagonia carries a variety of clothing and outerwear items that could be utilized by City departments (i.e. T-shirts, hats, sweaters, jackets, vests, gloves, etc.).

City purchase of clothing and outerwear is required to be the best priced products that meets the need and typically falls within the spending limit of Department Directors without a solicitation of quotes. However, if multiple orders utilize a single vendor and the combined total exceeds $10,000, solicitation for bids from three vendors would be required. With a 10 unit minimum to qualify for the Patagonia bulk discount (30-40% off), there is a realistic potential for total single vendor expenses to exceed the $10,000 limit. Purchase of a jacket for every employee would certainly exceed that limit.

- One option is for staff to prepare a request for quotes that includes criteria necessary to meet the clothing and outerwear needs of participating departments and meet specified standards to minimize environmental impacts, invite at least three vendors to submit and evaluate the quotes based on purchasing policy criteria.

- A second option is for the City Council to adopt a specific policy requiring clothing and outerwear purchases to be made through Patagonia due to their unique and unmatched environmental sustainability standards.

- A third option is to open a B2B account with Patagonia for departments to voluntarily make bulk orders for their specific purpose, however, the Finance Department would need to monitor total spending to ensure the $10,000 limit is not exceeded without following current procurement procedures. As an example, with current discounted pricing and order of 50 outerwear shell jackets would likely exceed this limit.

Additional considerations with this request include ensuring that departments have some flexibility to purchase products from another vendor when there is not a Patagonia product that meets their operational or safety needs. Patagonia also has Responsible Branding Guidelines that would need to be adhered to when putting the City logo or embroidery on these products. For these reasons, staff is recommending the third option, which makes the Patagonia group discount available for departments to utilize when a product is available that meets the need of that clothing item. This option would not require formal City Council action.

Financial Implications: Depending on direction from City Council on the options above there may be fiscal impacts associated with clothing and outerwear purchases being more expensive through Patagonia than other vendors.

Environmental Considerations: Adoption of the proposed procurement policy 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 action is consistent with Strategic Plan priority 1.5, Carbon Neutrality and Grid Reliability, goal to “Implement a variety of projects to reach the City’s 100% renewable energy and Climate Action Plan goals, eventually achieving carbon neutrality.”

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:23

Agenda Item: Update on City Website Improvements

Executive Summary: As a part of the 2023-2028 Strategic Plan, City Council requested to redesign or revamp the Cityâ€™s website with an emphasis on mobile responsiveness. The last redesign to the Cityâ€™s website was completed approximately six years ago in 2018. City staff is recommending a redesign incorporating an ADA software solution. A redesign focuses on updating the design, functionality, and content of a website to improve the userâ€™s experience without undergoing a complete overhaul or reimagining of the entire website structure. A redesign takes approximately six to eight months and will have limited impact on staff resources.

Requested Action / Suggested Motions: Receive and file

Responsible Staff Member: Sheree Juarez, PIO/Communications Specialist

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

Attachments:

01-Staff_Report_City_Website_Improvements .docx
02-Presentation.pptx

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

Meeting Date: September 10, 2024

Title: Update on City Website Improvements

Location: Citywide

Responsible Staff Member: Sheree Juarez, PIO/Communications Specialist (530) 542-7950

Background: As a part of the 2023-2028 Strategic Plan, City Council requested to redesign or revamp the City's website with an emphasis on mobile responsiveness. This action item found under Strategic Priority 5.2 Digital Government and is slated for the 2024-2025 fiscal year.

The City's website has been managed by Civic Plus since 2010 via a Content Management System (CMS). A CMS is designed to simplify the publication of web content while users do not need to have knowledge of HTML or other technical skills.

Issue and Discussion:

Website Improvements

A Website Redesign Team of City staff from each department has been established and has already been working to update content on the website in preparation for a redesign. For the past few months, this team has been working on fixing broken links, updating keywords and descriptions to increase Search Engine Optimization, removing old documents and outdated information, updating the staff directory, and ensuring that data is ADA accessible. The website redesign committee will be essential to continued improvements since they will play a vital role in how their department's webpage is structured.

City staff have also been working with CivicPlus to improve the mobile responsiveness of the website. Mobile responsiveness is when the content, layout, and functionality of the website automatically adapts to fit the screen size, orientation, and resolution of devices such as a smartphone or tablet. On the City's website, mobile responsiveness becomes an issue when an iframe is being used to share content. An iframe allows websites to display HTML elements from other sources, such as videos, maps, or social media feeds, directly on a web page. An example of this can be seen on the meeting agenda page. The meeting agendas, generated through the Granicus platform, are in an iframe which is embedded on our website. Adjustments to the meeting agenda iframe were made by CivicPlus earlier this year to allow viewers to scroll within the iframe to the agenda packet links on the right side. Although the need to scroll within the window is still not optimal, it does provide access to the content and is the only option for a CMS where content from other sources is displayed.

Website Redesign

A redesign is recommended approximately every four years by means of updating the design, functionality, and content of a website to improve the user's experience. A redesign focuses on improving specific aspects of the website without undergoing a complete overhaul or reimagining of the entire website structure. The new design can feature a new layout/structure, new color palette, as well as different use of modules and widgets on the homepage. The redesigned site will also be highly compliant with ADA as well as mobile responsive. The last redesign to the City's website was completed approximately six years ago in 2018.

The redesign can take anywhere from six to eight months based on staff time and involvement from the CMS provider.

Other areas of importance for the City's website include changing the City's domain name to ".gov" or ".ca.gov" domain. On October 8, 2023, Governor Gavin Newsom signed Assembly Bill ("AB") 1637 into law. AB 1637 requires all cities and counties, including charter cities, to transition all public-facing websites, employee websites, and employee email addresses to a ".gov" or ".ca.gov" domain by January 1, 2029. With the redesign, the CMS provider will assist with the domain change to be compliant with this law.

In addition, government websites must comply with Web Content Accessibility Guidelines (WCAG) 2.1 levels A and AA by April 26, 2027. On April 8, 2024, the Department of Justice issued a Final Rule under Title II of the American with Disabilities ACT, which requires local government websites and mobile applications to comply with WCAG 2.1 Levels A and AA. Some of these guidelines include having text alternatives, time-based media, proper headings, lists, and tables so screen readers can interpret the content, and sufficient contrast between text and background colors. It is recommended that we include an ADA solution going forward to comply with WCAG guidelines.

Lastly, we recommend continuing annual training for the City's website to ensure that staff can effectively navigate through the content management system, utilize all tools, and to keep abreast of new features. The training would include new and advanced users training as well as ADA training.

Website Redesign	
Implementation	$14,000
ADA	$600
Total	**$14,600**

Annual	**Cost Estimate**
Host and Support	$9,700
Mass Notification Alerts	$12,000
ADA	$11,000
Training	$2500
Total	**$35,200**

Financial Implications: $50,000 was approved in the fiscal year 2024/2025 budget adoption for City website upgrades and no additional funding is anticipated to be needed.

Environmental Considerations: This discussion is not a project requiring review under the California Environmental Quality Act (CEQA) under 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: City Council direction is consistent with Strategic Plan Priority 5.2, Digital Government, and Action Item 5.2.3, Update or Revamp City Website including mobile friendliness.

Update on
City Website Improvements

CITY OF
SOUTH LAKE TAHOE

Background

- The City's website has been managed by Civic Plus since 2010 via a Content Management System (CMS).
- Last redesign to the City's website was completed approximately six years ago in 2018.
- As a part of the 2023-2028 Strategic Plan, City Council requested to redesign or revamp the City's website with an emphasis on mobile responsiveness.
- Action item is found under Strategic Priority 5.2 Digital Government and is slated for the 2024-2025 fiscal year.

Website Improvements

- Website Redesign Team established to update/clean-up content on the City's website in preparation for the redesign
- Responsibilities include:
  - Ensure proper formatting is utilized for all webpages
  - Update keywords and descriptions to increase Search Engine Optimization
  - Remove outdated documents and information
  - Keep staff directory up-to-date
  - Ensure that links and content are ADA friendly
- Website Redesign Team is essential to redesign
  - Provide input on the design and layout of their department's webpage as well as the City's website

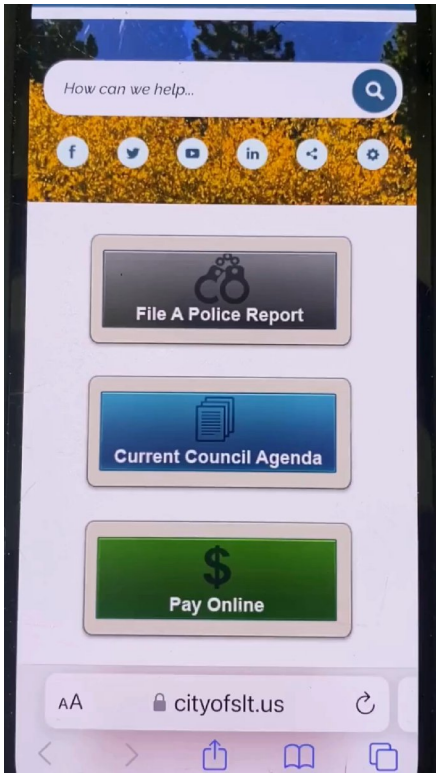


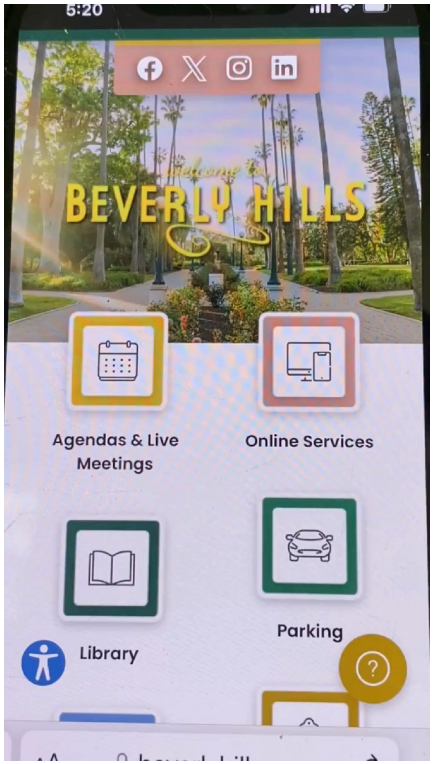
Mobile Responsiveness



CITY OF SOUTH LAKE TAHOE

Mobile Responsiveness (continued)







CITY OF SOUTH LAKE TAHOE

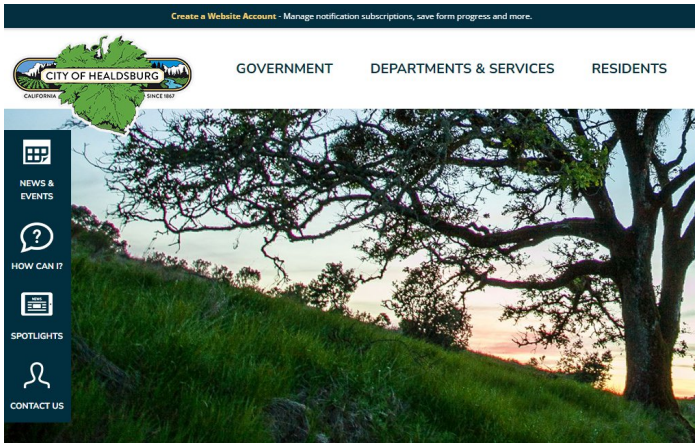
Website Redesign

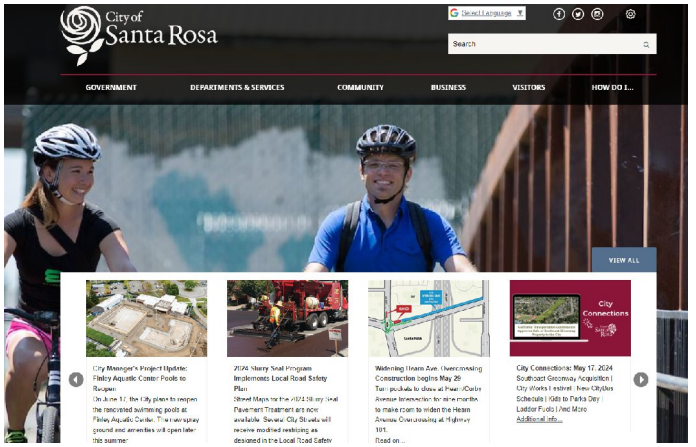


- A redesign focuses on improving specific aspects of the website without undergoing a complete overhaul or reimagining of the entire website structure.
- Redesign may consist of the following:
  - New layout/structure
  - New color palette
  - Different use of modules and widgets on the homepage
  - ADA Compliancy
  - Mobile responsiveness

CivicPlus Redesign Examples







CITY OF SOUTH LAKE TAHOE

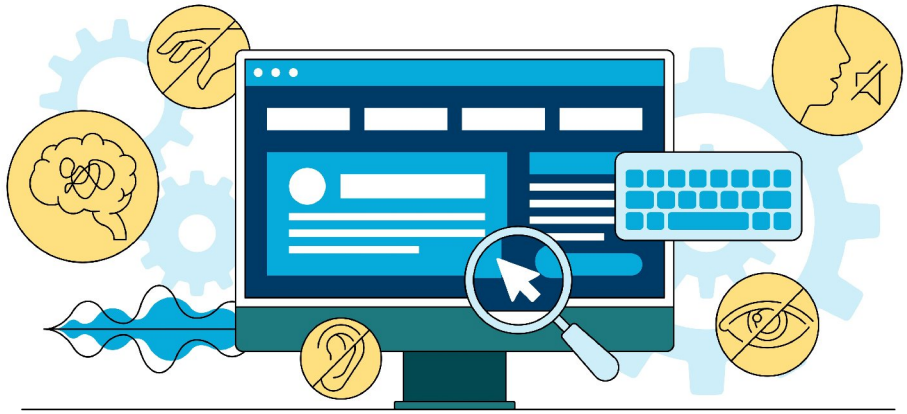
.GOV Domain

On October 8, 2023, Governor Gavin Newsom signed Assembly Bill ("AB") 1637 into law. AB 1637 requires all cities and counties, including charter cities, to transition all public-facing websites, employee websites, and employee email addresses to a ".gov" or ".ca.gov" domain by January 1, 2029.



CITY OF SOUTH LAKE TAHOE

ADA Website Compliance Software



CITY OF
SOUTH LAKE TAHOE

ADA Compliancy



Government websites must comply with Web Content Accessibility Guidelines 2.1 levels A and AA by April 26, 2027.

CITY OF SOUTH LAKE TAHOE

Website Redesign Costs Plus Annual Fees

Website Redesign	
Implementation	$14,000
ADA	$600
Total	$14,600

Annual	Cost Estimate
Host and Support	$9,700
Mass Notification Alerts	$12,000
ADA	$11,000
Training	$2500
Total	$35,200

CITY OF SOUTH LAKE TAHOE

Questions



CITY OF SOUTH LAKE TAHOE

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:24

Agenda Item: Airport Food & Beverage Lease & Concession Agreement with Flight Deck Grill & Golf Club, LLC

Executive Summary: Suite 105 has operated as an airport restaurant/bar since 1970. The Flight Deck, LLC terminated its lease effective February 16, 2024 and the Airport Manager issued an RFP on January 24, 2024. Flight Deck Grill & Golf Club, LLC submitted a proposal, and the Airport is looking to award the space to the concessionaire. This area is vital to the Airport's revenue stream and helps keep the Airport self-sustaining.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the Airport Food & Beverage Lease & Concession Agreement with Flight Deck Grill & Golf Club, LLC.

Responsible Staff Member: John Dickinson, Airport Manager

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

Attachments:

- 02- Lease and Concession Agreement Flight Deck Golf and Grill
- 03-Flight Deck Golf and Grill Proposal
- 04- Presentation
- 01- Staff Report Flight Deck Golf and Grill

FOOD & BEVERAGE LEASE AND CONCESSION AGREEMENT

The Lake Tahoe Airport Food and Beverage Lease and Concession Agreement ("Agreement") effective as of **September 10, 2024** ("Effective Date"), is entered into by and between the CITY OF SOUTH LAKE TAHOE, a California municipal corporation ("CITY"), and Flight Deck Grill & Golf Club LLC, a Nevada Limited Liability Company, as ("LESSEE").

RECITALS

A. CITY owns, controls, and operates the Lake Tahoe Airport ("AIRPORT") located in the City of South Lake Tahoe, El Dorado County, State of California; and

B. The CITY desires to grant the LESSEE an exclusive non-aeronautical right to operate a food and beverage concession, catering and food service at the airport. This includes a right to operate food and beverage vending machines on AIRPORT property and a right of first refusal to provide catering services to special events at the AIRPORT; and

C. CITY desires to make such services available at the AIRPORT and LESSEE is qualified, ready, willing, and able to provide such services; and

D. In consideration of the premises described in Exhibit "A" and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

AGREEMENT

1. TERM

The term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date, and continuing through September 9, 2029 unless earlier terminated under the provisions of this Agreement. The parties may agree to one (1) five (5) year lease extension upon mutual agreement in writing by both parties. LESSEE has no right to retain possession of the Premises beyond the expiration or termination of this Agreement. The failure of LESSEE to timely surrender the Premises shall constitute a holdover and in the event of such holdover, rent shall be immediately increased to amount equal to 150 percent of the rent applicable during the month immediately preceding the expiration or termination.

2. LEASED PREMISES

CITY hereby leases to LESSEE, and LESSEE hereby leases from CITY, the following premises, identified and shown on Exhibit A, and made a part hereof as the exclusively leased areas ("Premises"), together with the right of ingress and egress:

A. Real property as described on Exhibit "A."

B. The following personal property belonging to the CITY as described in Exhibit "B"; personal property is generally described as restaurant fixtures and equipment ("CITY Fixtures"). LESSEE shall be entitled to use CITY Fixtures during the term of this Agreement and shall return the same to the CITY at the end of the term in good working order.

C. Thirty (30) square feet of public space in the airport terminal building is made available to the LESSEE to install automated food & beverage vending machines. Locations for any vending machines will be established by mutual agreement between both parties. LESSEE is provided right to operate, maintain, and collect revenues from vending machines that do not exceed 30 square feet of area on common use areas of airport property.

3. PAYMENTS

A. Rent. In consideration of the rights and privileges granted by this Agreement, beginning on November 1, 2024, LESSEE agrees to pay to CITY during the term of this Agreement rent in the sum of ***$2000.00*** per month for the first Six (6) months until May 1, 2025. Monthly rent shall be adjusted annually as follows: On May 1st of each year of the Agreement, the monthly rent shall be computed by applying the new rental amount in Exhibit "C".

B. Time of Payment and Late Charge. LESSEE shall pay CITY at its Airport offices without reduction, abatement, deduction, offset or any prior demand therefor, commencing on the first day of the month following the Effective Date, all monthly payments provided for in the Agreement. LESSEE shall pay the rent for the first month of this Agreement, prorated to the day of the month when the Agreement is executed, upon execution of the Agreement. Any payment after the tenth (10^{th}) of each month shall be considered late and will be assessed a late fee of $100.

All sums payable to CITY on the first day of each month in the form of a check, cash or credit card to the City's Finance Department located at 1901 Lisa Maloff Way, Suite 210, South Lake Tahoe CA 96150, and made out to: City of South Lake Tahoe. If LESSEE shall fail to pay any amounts due pursuant to the terms of this Agreement late fees will continue to accrue monthly until the balance is paid in full and the account is made current.

C. Security Deposit. LESSEE shall deposit $5,000 with CITY upon execution of this Agreement, which sum shall be held by CITY as security for the faithful performance by LESSEE of all of the terms, covenants, and conditions of this Agreement to be kept and performed by LESSEE. If at any time the rent herein reserved shall be overdue and unpaid, or any other sum payable to CITY by LESSEE hereunder shall be overdue and unpaid, CITY may, at its option,

appropriate and apply all or any portion of said deposit to the payment of any such overdue rent or other sum. If LESSEE fails to keep and perform all of the terms, covenants, and conditions of this Agreement to be kept and performed by the LESSEE, then CITY may, at its option, appropriate and apply the deposit to the amount of losses or damage sustained or suffered by CITY by reason thereof. Should the entire deposit or any portion thereof be appropriated and applied by CITY as herein provided, then LESSEE shall, upon written demand of CITY, forthwith remit to CITY a sufficient payment to restore said security to the original amount. LESSEE'S failure to do so within five business (5) days after receipt of such demand constitutes a material breach of this Agreement. The LESSEE further agrees to pay a security deposit for each Airport Gate Card Key and Airport Office Key in accordance with the currently approved City Master Fee Schedule.

Rent/Security Deposit:	**$5,000.00 (refundable based on condition)**
Gate Card:	**$50.00 (per card refundable upon return)**
Office Key:	**$25.00 (per key refundable upon return)**

D. Taxes. The LESSEE shall pay all taxes, licenses, fees, and other lawfully levied monies imposed as a result of this tenancy to the appropriate government entity, including any real estate taxes and personal property taxes levied upon the Premises. **NOTICE IS HEREBY GIVEN THAT PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION §107.6, THAT THIS LEASE MAY CREATE A POSSESSORY INTEREST AND, IN THAT EVENT, OCCUPANT IS HEREBY OBLIGATED TO PAY ANY AND ALL REAL PROPERTY TAXES LEVIED ON SAID POSSESSORY INTEREST.**

E. Common Area Maintenance Fee. A Common Area Maintenance Fee in the amount of $400.00 per month (the "CAM Fee") is provided as the Airport restaurant/bar attracts the second largest customer base after the CITY to common areas of the airport terminal. These include restrooms, parking lots, and common lobby areas. As certain common areas are shared, the LESSEE agrees to pay the CITY a share of costs for the CITY providing the following services: restroom janitorial service in common area restrooms inside the airport terminal building, non-leasehold common area janitorial service inside the terminal building, replacement of HVAC intake filters, annual fire extinguisher service (excluding the kitchen hood suppression system) and exterior parking lot/access road snow removal. The CAM Fee shall increase at a rate of three percent (3.0%) annually commencing each May 1st of the Agreement.

F. Utilities. LESSEE Agrees to pay the CITY for prorated share of gas for lease area heating on CITY meter as indicated in Exhibit C and LESSSEE will pay for restaurant trade fixture gas usage on a separate gas meter, LESSEE will pay for electricity to the CITY through a submeter installed for the leasehold based on rate methodology found in Exhibit D. CITY agrees to pay for all water and sewer charges on the CITY meter. For all other utilities, LESSEE agrees to

create account in LESSEE's name in accordance with Section 7.A.

4. RIGHTS AND OBLIGATIONS OF LESSEE

A. Required Restaurant Concession Services. LESSEE is hereby granted the exclusive privilege to engage in, and LESSEE agrees to engage in, the business of providing on premises: prepared food, and alcohol service. LESSEE agrees that it will use its good faith effort to be open and available for business between 11:30 a.m. and 9:00 p.m. daily, for the number of days per week, during the time periods set forth as follows:

1. Seven (7) days per week: with the exception of the following holidays: Christmas Eve, Christmas Day, Thanksgiving Day, and Veterans Day.
2. If the CITY declares an emergency (blizzard conditions, flooding, fire) premises may close early, open late or remain closed until said CITY emergency declaration is lifted.
3. Special private party events maybe held in the restaurant no more than once per month (12 times per year)
4. LESSEE shall open for business to the public in the Premises within sixty (60) days of the Effective Date.

B. Authorized Services. In addition to the services required to be provided by LESSEE pursuant to Paragraph 4.A, LESSEE is authorized, but not required, to provide the following services and to engage in the following activities: food catering (in-flight aircraft), food catering (event & party), live entertainment, food delivery and airport food/beverage vending services. LESSEE shall have the right of first refusal to provide special event catering services at the AIRPORT. If LESSEE does not respond to a catering services request by providing a proposal within 48 hours, then AIRPORT may arrange to have a different vendor provide those services.

C. Operating Standards. In providing any of the required and/or authorized services or activities specified in this Agreement, LESSEE shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. LESSEE shall provide for both prepared cooked food and beverage services. LESSEE shall have sole discretion on food menu items and pricing for said menu items. The LESSEE must provide for cooked, prepared food offerings to the public at large and cannot operate solely as a bar-beverage only establishment. Beverage service should offer a choice of alcoholic and non-alcoholic offerings.

2. LESSEE shall furnish service on a fair, reasonable, and nondiscriminatory basis to all users of the Airport. LESSEE shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service; provided, however, that LESSEE shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions.

3. LESSEE shall have at least one employee staffed at its operations at the Airport during the hours set forth in Paragraph 4(A). Such employee shall be qualified and experienced, and vested with full power and authority to act in the name of LESSEE with respect to the method, manner and conduct of the operation provided under this Agreement. Such employee shall be available at the Airport during the hours set forth in Paragraph 4(A).

4. LESSEE shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently, the services required or authorized by this Agreement.

5. LESSEE shall control the conduct, demeanor, and appearance of its employees, who shall be trained by LESSEE and shall possess such technical qualifications and hold such certificates required by any government authority in carrying out assigned duties. It shall be the responsibility of LESSEE to maintain close supervision over its employees to assure a high standard of service to customers of LESSEE.

6. LESSEE shall comply with all federal, state, and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by CITY, including the prohibitions on use of polystyrene food containers and single-use plastic utensils and single-use water bottles in Chapter 4.175 of the South lake Tahoe City Code, and LESSEE shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits including a California Liquor License.

7. LESSEE shall accept customer payment via cash, Visa, and Master Card at a minimum.

8. LESSEE must obtain a California Liquor License before serving any beverages for which a liquor license is required.

9. LESSEE shall be responsible for the maintenance and repair of the Premises and shall keep and maintain the Premises in good condition, order, and repair, and shall surrender the same upon expiration of this Agreement, in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by LESSEE'S negligence excepted.

10. It is expressly understood and agreed that, in providing required and authorized services pursuant to this Agreement, LESSEE shall have the right to choose, in its sole discretion, its vendors and suppliers.

11. LESSEE shall not store materials or supplies at the Airport outside of any buildings. LESSEE is responsible to provide for its own restaurant trash removal by setting up a commercial account with South Tahoe Refuse and is responsible to clean out the restaurant grease interceptor when full over the duration of the Agreement. The grease interceptor should be returned cleaned out at the termination of this Agreement.

12. LESSEE shall make no unlawful use of the Airport, nor commit or suffer or permit waste, excessive noise, obnoxious odors, excessive dust, or any other nuisance at the Airport.

13. LESSEE agrees to keep the Premises clear and free of all litter, garbage, debris, and refuse, and to keep such premises and area in an orderly and sanitary condition at all times.

14. LESSEE shall make a good faith effort to mitigate any and all impacts on CITY and CITY'S employees, guests, invitees, and other Tenants from LESSEE'S activities, including but not limited to noise, vibration, odor, steam, or other emissions. If CITY determines, in the reasonable exercise of its discretion, that LESSEE has failed to mitigate the impact of LESSEE'S activities after reasonable attempts, it is understood that CITY may reasonably restrict LESSEE'S activities that negatively impact others.

15. LESSEE agrees to complete Tenant Improvements described in Exhibit "E" within 3 months of the Effective Date.

D. Maintenance of Books and Records; CITY's Right to Audit. LESSEE shall prepare and maintain for inspection tax records related to the business(es) granted under this Agreement. LESSEE shall make tax records and accounting records available for inspection by the CITY and its designated representatives within reasonable notice by CITY. Tax records and accounting records related to the LESSEE's business activities on Premises shall be maintained for the full duration of the Agreement. The CITY and its designated representatives shall have the right to inspect the same when notice is provided in writing. City shall have the right, but not the obligation, to cause an annual audit to be conducted by an auditor selected by CITY, including any employee or contractor of CITY, of LESSEE's books, records and accounts relating to the Premises including, without limitation, all federal, state, county, or city reports and income and other tax returns, bank statements, operating manuals and procedures, sales receipts, active and inactive files, general ledgers, invoices, rental orders and check registers. LESSEE shall cooperate with and shall provide all information requested by such auditor and shall make LESSEE's employees available to cooperate with and provide all information requested by that auditor. All LESSEE financial records and documents will remain confidential to the extent allowable under the California Public Records Act.

5. USE OF AIRPORT FACILITIES.

LESSEE shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are appurtenant to the Airport. LESSEE's employees and customers have use of the main public parking lot directly West of the airport terminal building. There is no overnight parking or long-term storage of vehicles allowed by LESSEE's employees or patrons. Abusing vehicle parking privileges may result in removal and impounding of offending vehicle(s).

6. MAINTENANCE, ALTERATIONS, LEASEHOLD IMPROVEMENTS, SIGNS AND TRADE FIXTURES

A. Maintenance and Repairs. LESSEE has had the opportunity to inspect the Premises and accepts the Premises, as well as the improvements thereon, "as-is" in their present condition and acknowledges that the Premises and the improvements are in good, clean, safe, and tenantable condition as of the date of the Lease. CITY owns CITY Fixtures. The LESSEE may, but is not required, to use the CITY Fixtures in the conduct of the LESSEE's business at the Premises. The LESSEE acknowledges the condition of all CITY Fixtures are operational and provided "as-is" and "where-is" without warranty. The CITY shall have no obligation to maintain, repair, or replace any of the CITY Fixtures and it shall be the LESSEE's responsibility to provide its own furniture, fixtures, and equipment in the operation of its business. If the LESSEE elects to use CITY Fixtures, LESSEE shall use care in operating the equipment, the LESSEE shall keep clean CITY Fixtures, and shall be responsible for and pay the costs of any damage to CITY Fixtures caused by the LESSEE occurring during the term of the Lease. There shall be no abatement, offset or reduction of rent related to the maintenance or upkeep of any of the CITY Fixtures by the LESSEE or the LESSEE's choice to purchase any of its own Restaurant Trade Fixtures. CITY, at CITY's cost and expense, shall maintain in good condition and repair the exterior roof, exterior walls, plumbing systems, HVAC systems, structural supports, and foundations of the Premises, provided that CITY shall not be liable for any damage to LESSEE or the property of LESSEE resulting from CITY's failure to make any repairs required by this section unless written notice of the need for such repairs has been given to CITY by LESSEE and CITY has failed for a period of thirty (30) days after the receipt of such notice to make such repairs. Except as otherwise expressly provided herein, LESSEE shall, at LESSEE'S own cost and expense, keep and maintain all portions of the Premises, as well as all improvements on said Premises, in good order and repair and in a safe and clean condition as they were when received from CITY, reasonable wear and tear excepted. CITY shall have no obligation to repair, maintain or restore the Premises or to maintain any security or policing against theft, vandalism, malicious

mischief, riot, social disorders, or other public offenses. Notwithstanding anything to the contrary herein, CITY will provide the following minimum services during the term of the Lease: Restroom janitorial service to all publicly available facilities inside the airport terminal building (excluding leasehold) at least once daily with the exception of City Holidays and during a City emergency declaration, non-leasehold area public common area janitorial service including litter removal in parking lot, replacement of HVAC intake filters, annual fire extinguisher service (excluding the kitchen hood suppression system) and snow removal in the parking lot and walkways as set forth in Paragraph 6H. Such services shall be provided at such times CITY deems necessary.

B. CITY Repairs Caused by LESSEE Actions. LESSEE shall repair any area damaged by LESSEE, LESSEE's agents, employees, invitees, and visitors whether through active or passive negligence. Should LESSEE fail, neglect or refuse to do so, the CITY shall have the right, but not the obligation, to perform such maintenance or repairs for the LESSEE's account, and the LESSEE agrees to promptly reimburse the City for the reasonable, out-of-pocket cost thereof (plus an additional twenty percent (20%) for overhead), provided, however, that the CITY shall first give LESSEE ten (10) days' written notice of its intention to perform such maintenance or repair. City shall not be obligated to make any repairs to or maintain any improvements on the Premises unless otherwise required by this Agreement. LESSEE shall be given reasonable notice when any such work may become necessary and will reasonably adjust operations to permit CITY to proceed expeditiously with such work. Subject to CITY's maintenance and repair obligations as expressly set forth above, CITY shall not be liable to LESSEE for injury or damage that may result from any defect in the construction or condition of the Premises, nor for any damage that may result from interruption of LESSEE's use of the Leased Premises during any repairs by CITY. LESSEE waives any right to repair the Premises at the expense of City under any applicable law.

C. Alterations; Removal of Lessee-Installed Property. Except for the Tenant Improvements described in Exhibit "E," LESSEE shall make no alterations, decorations, additions, or improvements in the Premises or otherwise at the Airport without CITY'S prior written consent. All alterations, additions or improvements made by LESSEE at the Airport shall, unless CITY elects otherwise, as hereinafter provided, be the property of LESSEE and shall be removed by LESSEE, at LESSEE'S expense upon the expiration or termination of this Agreement. If CITY elects (upon written notice to LESSEE of such election given prior to the expiration or termination of this Agreement) that all or a designated portion of the alterations, additions, or improvements made by LESSEE shall remain on the Premises at expiration or termination of this Agreement, then said alteration, additions or improvements shall become CITY's property at no cost to CITY. Notwithstanding the foregoing; however, it is understood and agreed that LESSEE is entitled to any and all tax benefits associated with the use or relinquishment of such additions or improvements. Machinery, equipment, and trade fixtures installed by LESSEE in the Premises shall not be considered "alterations, additions or improvements" subject to the foregoing provisions and shall be removed from the Airport by LESSEE on or before expiration or termination of this Agreement, provided any damage to

CITY's property resulting from such removal shall be repaired or restored at LESSEE'S expense. All alterations, additions and improvements made by LESSEE shall be done in a workmanlike manner, with good materials, and in full compliance with all applicable CITY building codes, laws, ordinances, regulations, and directions of public agencies having jurisdiction, and free and clear from any and all liens, claims and demands for work performed, materials furnished, or operations conducted on the Premises.

a. **Compliance with Prevailing Wage Laws.** LESSEE acknowledges and agrees that LESSEE shall be responsible for complying with the California Prevailing Wage Law, including Labor Code sections 1720 et seq, for any construction, alteration, demolition, installation, and repair work as follows: (a) LESSEE to cause such work to be performed as a "public work," including, but not limited to, the payment of applicable prevailing wages to the all persons or entities subject to the California Prevailing Wage Law; (b) LESSEE shall cause all persons and/ or entities performing "public work" under the Agreement to comply with all applicable provisions of the California Prevailing Wage Law; (c) CITY is not responsible for LESSEE's failure to comply with any applicable provisions of the California Prevailing Wage Law; (d) LESSEE's alleged or actual violations of the California Prevailing Wage Law shall constitute an event of default under the Agreement; and (e) LESSEE shall defend and indemnify City and its officers, employees, council members and agents from and against any and all claims, assessments, back-wages, penalties, change orders, suits, liability, judgments, damages, proceedings, orders, directives, costs, including reasonable attorneys' fees, arising from or relating to any actual or alleged violations of the California Prevailing Wage Law, or other application of laws, ordinances or regulations, by any person or entity, including but not limited to LESSEE, performing construction, alteration, demolition, installation, repair and/ or any other type of work contemplated under the Agreement.

D. Signs. LESSEE shall be entitled to maintain signs advertising its services in accordance with Tahoe Regional Planning Agency and CITY sign standards. CITY reserves the right to remove any sign erected by LESSEE and provided, further, that such signs maintained by LESSEE shall be at such locations as CITY Development Services shall designate in advance in writing through a permit application and shall be of such type, design, color, size, composition, and material acceptable to and approved by the CITY Development Services Department in its sole discretion. All of LESSEE'S signs shall be maintained in good order, condition, and appearance during the term of this Agreement and shall be removed from the Airport by LESSEE at LESSEE'S sole expense on or before the expiration or other termination of this Agreement. LESSEE shall restore the premises to its pre-sign installation condition when it removes any sign.

E. LESSEE Owned Trade Fixtures. During the term of this Agreement, LESSEE shall have the right, at its expense, to place in or on the Premises trade fixtures, furnishings, personal

property, equipment, and materials necessary to perform any services required or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment, and materials shall remain the property of LESSEE. Any LESSEE owned trade fixtures must be removed from the Premises at the termination of the Agreement pursuant to Paragraph 18.b.1.

F. CITY Owned Trade Fixtures. CITY owned personal property and trade fixtures are fully described in Exhibit "B" attached to this Agreement and have reoccurring service requirements. These trade fixture specific service schedules are listed on Exhibit "B". All required servicing is the financial responsibility of the LESSEE. The LESSEE must use a licensed and bonded professional contractor to perform servicing and repair of CITY owned personal property described in Exhibit "B". LESSEE must maintain records of servicing CITY owned personal property fully described on Exhibit "B" for the duration of this Agreement. The CITY reserves the right to inspect service records for CITY owned personal property described in Exhibit "B". Failure of LESSEE to adhere to service schedule or repair CITY owned personal property may result in the CITY requiring LESSEE to purchase new replacement property of similar nature**.**

G. Restaurant Grease Interceptor/Trap. The CITY shall initially deliver to the LESSEE the Airport restaurant grease interceptor cleaned out and serviced for immediate use. After the initial delivery of possession of the Premises to LESSEE, LESSEE shall contract for routine servicing of the grease interceptor exclusively serving the Premises by a licensed contractor for such work in California. Repair and/or replacement of the grease interceptor during the term of this Agreement shall be the responsibility of LESSEE.

H. Snow Removal. CITY shall provide snow removal for the outside areas contained within the Premises. Such snow removal shall be provided on an as-available basis subject to the CITY priority schedule based on 3 inches or more observed snow depth. Snow removal will not occur when observed snow levels are less than 3 inches deep. The CITY agrees to remove snow from the main public parking lot, pedestrian access to/from main public parking lot, Lisa Maloff Way, and airport curb including ADA compliant parking stalls. LESSEE understands and agrees that CITY snow removal equipment (snowplows, snow blowers, shovels, etc.) is not available for LESSEE use.

I. Refuse Removal. LESSEE agrees to contract with South Tahoe Refuse to lease a dumpster for exclusive use by the LESSEE. The LESSEE may not use CITY owned dumpsters or recycling bins for LESSEE waste streams. Furthermore, the LESSEE acknowledges that there is brown bear activity in the area and that LESSEE refuse must be secured in a bear proof dumpster to prevent unwanted access. LESSEE is responsible to clean up waste when LESSEE fails to secure LESSEE dumpster from infiltration by wildlife.

J. Pest Control Services. LESSEE is responsible for all costs related to continual or event specific pest and rodent control services in the Premises. The CITY provides for on-going rodent control services in common use areas and CITY specific areas of the airport terminal building.

7. UTILITIES

A. Utilities. LESSEE agrees to pay the cost of all utilities serving the Premises, including but not limited to a prorated share of natural gas on the CITY meter, the share of electricity from the CITY meter as measured monthly from a sub-meter installed for the leasehold area specifically, telephone services, and internet, cable including connection charges. LESSEE shall place said utilities in its own name where they are not sharing a CITY meter. LESSEE shall pay its pro-rata share of such utilities which remain in the name of the CITY. Premises utilities are connected in the following manner: Rooftop Air Conditioning is on CITY Meter, Restaurant Gas Furnace is on CITY Meter, Restaurant Electrical Outlets and Premises Lighting is on CITY sub-electrical meter, Restaurant Fixtures (Kitchen Gas for Stove, Oven, Fryer) is on LESSEE Gas Meter. LESSEE hereby expressly waives any and all claims for damage against CITY arising from failure or interruption of utility services, including but not limited to, electricity, gas, water, plumbing, sewage, heat, ventilation, or air conditioning, or from construction activities at the Airport. Provided, that such interruption is not caused by the intentional act or omission of CITY or its authorized representative. This Agreement shall continue in full force and effect despite any such interruptions.

i. LESSEE Agrees to Pay the CITY Monthly for Gas provided on CITY Meter for Premises Gas Furnace Heating. Monthly charges are fixed and outlined in Exhibit C.
ii. LESSEE Agrees to Pay the CITY monthly for electricity provided on CITY Sub-Meter for Premises based on usage. Monthly rates during contract period are outlined in Exhibit D.
iii. The CITY agrees to provide water and sewer service at no additional charge to LESSEE and is inclusive in the rent consideration.
LESSEE Agrees to Pay for Gas charges for restaurant trade equipment on a separate meter.

8. HAZARDOUS SUBSTANCES

Hazardous Substances. The provisions of this Section, which govern LESSEE'S obligations with regard to hazardous substances, as defined below, shall survive termination of this Agreement.

A. Definition of Hazardous Substance. For purposes of this Agreement, "Hazardous Substances" is defined to mean any substance, material, or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified, or regulated as being "toxic", "hazardous", a "pollutant", or similar designation under any federal, state or local law, regulation or ordinance.

B. Indemnity Regarding Hazardous Substances. LESSEE agrees to indemnify and hold CITY harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of LESSEE'S counsel) or loss directly or indirectly arising out of or resulting from the presence of any Hazardous Substances as a result of LESSEE'S or any sub-LESSEE'S activities, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any of their parties or to any natural resources. Upon demand by CITY, LESSEE shall defend any investigation, action or proceeding alleging the presence of any Hazardous Substances in any such location, which affects the property, or which is brought or commenced against CITY, whether alone or together with LESSEE or any other person, all at LESSEE'S own cost and by counsel to be approved by CITY in the exercise of its reasonable judgment. In the alternative, CITY may elect to conduct its own defense at the expense of LESSEE.

C. Compliance Regarding Hazardous Substances. LESSEE shall comply and cause all occupants of the Leased Premises to comply, with all laws, regulations, and ordinances governing or applicable to Hazardous Substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the Premises. LESSEE acknowledges that Hazardous Substances may permanently and materially impair the value and use of the Premises.

LESSEE shall not allow the installation or release of hazardous substances in, on, under or from the Premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substance.

D. Notice Regarding Hazardous Substances. LESSEE shall promptly notify CITY if it knows, suspects, or believes, there may be any Hazardous Substances in or around the Premises, or in the soil, groundwater, or soil vapor on or under the property, or that LESSEE or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substances.

LESSEE shall give written notice to the CITY within five (5) days of receipt of such knowledge or cause for belief. Provided, however, if LESSEE knows, or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the CITY promptly upon receipt of this knowledge or belief and shall take all acts necessary to alleviate such danger. LESSEE will notify the CITY promptly of any notice of violation received or initiation of environmental action or private suits relative to the Premises.

E. Site Visits, Observations, and Testing. CITY and its agents and representatives shall have

the right at any reasonable time to enter and visit the Premises for the purposes of observing the Premises, taking, and removing solid or liquid samples, and conducting tests on any part of the Premises. Such entry shall be during normal business hours except for emergencies. CITY is under no duty, however, to visit or observe the Premises or to conduct tests. No site visit, observation or testing by CITY shall result in a waiver of any default of LESSEE or impose any liability on CITY. In no event shall any site visit, observation or testing by CITY be a representation that Hazardous Substances are or are not present in, on or under the Premises, or that there has been compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither LESSEE nor any other party is entitled to rely on any site visit, observation or testing by the CITY. CITY shall not be obligated to disclose to LESSEE or any other party any report or finding made as a result of, or in connection with, any site visit, observation or testing by CITY. In each instance, CITY shall give LESSEE reasonable notice before entering the Premises or any other place CITY is permitted to enter under this Section. CITY shall make reasonable efforts to avoid interfering with LESSEE'S use of the Premises or any other property in exercising any right provided in this Section.

9. INDEMNIFICATION AND INSURANCE

A. Indemnification. LESSEE covenants and agrees to indemnify, protect, defend, and hold harmless CITY and its agents, employees, officers, affiliates, and representatives (collectively, "CITY Parties") from and against any and all losses, claims, demands, damages, liabilities, actions, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from (a) the negligent or willful acts or omissions of LESSEE, its agents, contractors, subcontractors, or employees, (b) any breach of any obligation, covenant, representation, or warranty of LESSEE under this Agreement, or (c) the use and operation of the Premises during the term of this Agreement. The foregoing shall not apply to any loss, claim, damage, liability, action, judgment, cost, or expense to the extent arising out of or resulting from any negligence or willful misconduct of any CITY Party. LESSEE's obligations under this section shall survive the expiration or termination of this Agreement.

B. Required Insurance. LESSEE shall obtain and maintain continuously in effect at all times during the term of this Agreement, at LESSEE'S sole expense, the following insurance:

1. **Workers' Compensation Coverage**. LESSEE 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, LESSEE 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. LESSEE 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 LESSEE for CITY.

2. **Automobile Liability Coverage**. LESSEE shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the LESSEE 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.

3. **Commercial Liability Coverage.** LESSEE shall maintain in full force and effect for the period covered by this Agreement, commercial general liability insurance. This insurance shall include, but shall not be limited to, comprehensive general liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of LESSEE's operations in the performance of this Agreement. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and Property damage in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000.00) per aggregate. The insurance shall include coverage for the following: (i) Premises/Operations; (ii) Contractual; (iii) Broad Form Property Damage and (iv) Personal Injury.

4. **Leasehold Improvements**. During the Term, LESSEE shall maintain in full force and effect on all leasehold improvements installed by LESSEE after the Effective Date, interior and exterior signage, fixtures, merchandise, and other personal property from time to time in, on or upon the Premises, fire and extended coverage insurance in the amount of the full replacement value thereof containing sprinkler leakage, replacement cost and inflation endorsements, and providing for no deductible in excess of two thousand dollars ($2,000) per loss. All proceeds from the insurance required pursuant to this subsection shall be used for the repair or replacement of the property damaged or destroyed. Both CITY and LESSEE shall be named as co-insured's as to coverage of leasehold improvements, and alterations, though not as to LESSEE's personal property. CITY shall maintain similar fire and extended coverage insurance upon the building presently located upon the Premises in the amount of the full replacement value thereof containing sprinkler leakage, replacement cost and inflation endorsements.

5. **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 insureds with respect to LESSEE's operations under LESSEE'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 LESSEE, 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 LESSEE.

iv. The insurer waives all rights of subrogation against CITY except for LESSEE's Commercial 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 Lessee shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City (10 days' notice in case of non-payment of premium).

6. **Deductibles and Self-Insured Retentions.** The LESSEE shall be responsible for all deductibles in all of LESSEE's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable in keeping with LESSEE's general operations.

7. **Certificates of Insurance**. LESSEE shall provide certificates of insurance with original or copies of endorsements to CITY as evidence of the insurance coverage required herein. LESSEE shall not commence work under this Agreement until all insurance required under this section has been approved by CITY as to form, amount, and carrier, nor shall LESSEE 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.

10. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A. As the facility where the Premises is located primarily serves as a public airport, the LESSEE shall comply with the following procedures adopted by the City of South Lake Tahoe which comply with the Federal Aviation Administration's requirements:

i. Lake Tahoe Airport Rules and Regulations
ii. Lake Tahoe Airport Minimum Standards
iii. Lake Tahoe Airport Policies and Procedures
iv. Airport Security Plan (if required for commercial air operations)

11. NOTICES

A. 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:
Airport Manager
City of South Lake Tahoe
1901 Lisa Maloff Way.
South Lake Tahoe, CA 96150
Tel: (530) 542-6182
Email: jdickinson@cityofslt.us

Provide a copy to:
City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150
Tel: (530) 542-7478
Email: hstroud@cityofslt.us

If to Lessee:
Thomas McMurray
P.O. Box 6210
Stateline, NV 89449
Tel: (949) 322-4276
Email: wes@statelinemanagement.com

12. CASUALTY

A. Damage or Destruction of CITY Premises. In the event that any fixed improvements erected on the Airport by CITY are damaged or destroyed by fire or other casualty, the rent hereunder shall not abate provided the Premises are not rendered untenantable by such damage. If the Premises are rendered untenantable, and CITY elects to repair the Premises, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by acts or omissions of LESSEE, its employees, agents, or invitees, in which case the rent shall not abate. If the Premises are rendered untenantable and CITY elects not to repair the Premises this Agreement shall terminate.

A. Damage or Destruction of LESSEE Premises. In the event of damage to or destruction caused by the negligent or intentional act of LESSEE, of LESSEE-constructed improvements located within the Premises or in the event LESSEE-constructed improvements located within the Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, LESSEE shall, within ninety (90) days of such damage, destruction or declaration commence and diligently pursue to completion the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Premises for the purposes required by this Agreement. Repair, replacement or reconstruction of improvements within the Premises shall be accomplished in a manner and according to plans approved by CITY.

13. CONDEMNATION

A. Power of Eminent Domain. If all or any part of the Premises is taken by any public or quasi-public agency or entity under the power of eminent domain during the term of this Agreement:

- **i.** Either CITY or LESSEE may terminate this Agreement by giving the other thirty (30) days' written notice of termination; provided, however, that LESSEE cannot terminate this Agreement unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the uses permitted by this Agreement.
- **ii.** If only a portion of the Premises is taken by eminent domain and neither CITY nor LESSEE terminates this lease, the rent thereafter payable under this Agreement shall be reduced by the same percentage that the floor area of the portion taken by eminent domain bears to the floor area of the entire Premises.
- **iii.** If any portion of the Airport other than the Premises is taken by eminent domain, CITY may, at its option, terminate this Agreement by written notice to LESSEE.
- **iv.** Any and all damages and compensation awarded or paid because of a taking of the Premises shall belong to CITY, and LESSEE shall have no claim against CITY or the entity exercising eminent domain power for the value of the unexpired term of this Agreement or any other right arising from this Agreement.

14. LESSEE AS INDEPENDENT CONTRACTOR

A. In conducting its business, LESSEE acts as an independent contractor and not as an agent, partner, or joint venture of the CITY. The selection, retention, assignment, direction, and payment of LESSEE'S employees shall be the sole responsibility of LESSEE, and CITY shall not attempt to exercise any control over the daily performance of duties by LESSEE'S employees.

15. [RESERVED]

16. ASSIGNMENT AND SUBLETTING

A. Assignment and Subletting. Without CITY's written consent, with such consent not to be unreasonably withheld or delayed, LESSEE shall not assign, transfer, sublease, pledge, surrender, or otherwise encumber, or dispose of this Agreement or any estate or right created by this Agreement, or any interest in any portion of the same, or permit any other person or persons, company, or corporation to occupy the Premises except to a subsidiary, affiliate, or other entity where the beneficial ownership is substantially similar to that of LESSEE. This Agreement is non-transferable. Except as provided above, any attempt to transfer this Agreement from LESSEE by merger, consolidation, or liquidation, or the sale, conveyance, transfer by bequest or inheritance, or other transfer of a controlling interest in LESSEE shall constitute a default and termination of the Agreement.

17. PERMITS AND REGULATIONS

A. Permits.

1. LESSEE shall be solely responsible for, obtain and pay for any and all permits required by all federal, state, and local governmental entities for any and all work on alterations, additions modifications, installations, or improvements accomplished by LESSEE or by others on behalf of or for the benefit of LESSEE, or caused or allowed to be accomplished by LESSEE on the Premises. Any consent of CITY required under this Agreement shall be separate from any other consents or approvals required by any federal, state, or other governmental agency.
2. It is expressly agreed that LESSEE allowing a subcontractor, independent contractor or other third party not an employee of LESSEE to utilize the Premises for LESSEE'S permitted business obligations shall not constitute an assignment or subletting but that allowing such person to utilize the Premises for other than LESSEE'S permitted business obligations on the Premises shall constitute a sub-lease and is prohibited.

B. Acceptance of Leased Premises. CITY is not obligated to make any improvements to the Premises. LESSEE acknowledges having inspected the Premises, including plumbing, electrical, and mechanical systems and those fixtures, furniture and equipment set forth in Exhibit "B"

attached hereto, and accepts the same AS-IS, WHERE-IS in their current condition as being suitable for the uses intended of the Premises as set forth herein. No representation, statement, or warranty, expressed or implied, is or shall be made by or on behalf of CITY as to the Premises' condition, or as to the use that may be made of the Airport Terminal Building unless specifically set forth in writing. LESSEE releases CITY from any responsibility for any representation that may have been made to the LESSEE about the Premises and the Airport Terminal facility that is not specifically set out in this Agreement.

C. Compliance with Governmental Requirements. LESSEE shall, at LESSEE'S sole cost and expense, comply with all rules, regulations, ordinances, statutes, and laws of all counties, municipal, state, local, federal and other governmental authorities, now or hereafter in effect pertaining to the Airport, the Premises, or LESSEE'S use thereof. LESSEE shall specifically ensure that all of LESSEE'S employees have proper Worker's Compensation coverage in effect at all times.

Compliance with City Regulations. LESSEE shall at LESSEE'S sole cost and expense at all times during the term of this Agreement or any renewal or extension thereof comply with and observe all rules, regulations, ordinances, and laws which have been or may be promulgated by CITY relating to the Premises and the use of the facilities of the Airport including all fire regulations, safety regulations, noise control regulations and security regulations. Such rules and regulations are hereby made a part of this Agreement and LESSEE'S failure to keep and observe the rules and regulations shall constitute a breach of the terms of this Agreement in like manner as if the same were contained herein as covenants and conditions. CITY reserves the right to amend or supplement the rules and regulations and to adopt additional rules and regulations applicable to the Premises, to LESSEE'S use of the Premises, and the use of the facilities of the Airport. CITY shall have no obligation to LESSEE as a result of the violation of any such rules by any other person.

18. DEFAULT AND TERMINATION

A. General. This Agreement may be terminated by CITY or LESSEE immediately for cause or without cause upon thirty days (30) days written notice of termination. Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation, or expiration. Upon termination, revocation or expiration of this Agreement, LESSEE shall discontinue the use of the Premises and, upon written notice from CITY, remove from the Premises all personal property. LESSEE shall restore the Premises as nearly as possible to the condition in which they existed immediately prior to the execution of this Agreement reasonable wear and tear or maintenance required to be made by CITY hereunder, damage by casualty, or taking by condemnation excepted. Property of LESSEE not removed from the Premises within 60 days after the termination, revocation, or expiration of this Agreement, shall become the property of the CITY. If this Agreement is terminated, CITY shall have all of the rights and remedies of a landlord provided by Civil Code section 1951.2, in addition to any other rights and remedies CITY may have. The damages which CITY may recover shall include without limitation; (i) the

worth at the time of award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of the rental that LESSEE proves could have been reasonably avoided; (iii) the worth at the time of award computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%) of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; (iv) all reasonable out-of-pocket legal expenses and other related costs incurred by CITY following LESSEE's default; (v) all reasonable costs incurred by CITY in restoring the Premises in good order and condition to re-lease the Premises; and (vi) all reasonable costs, including without limitation, any brokerage commissions incurred by CITY in re-leasing the Premises.

B. Surrender.

1. **Trade Fixtures.** Except for the items listed in Exhibit E, which are to remain on the Premises, LESSEE shall, at the termination of this Agreement, remove all LESSEE's equipment, inventory, personal property, trade fixtures, and the like from the Premises and the Airport Terminal Building, repair any damage caused by such removal and shall deliver to CITY the Premises and all Improvements thereto, in the same condition they were at the commencement of the term, or as they were added pursuant to this Agreement during the term of this Agreement, reasonable wear and tear excepted. In the event of LESSEE's failure to remove any of LESSEE's equipment, inventory, personal property, trade fixtures and the like at LESSEE's expense within ten (10) days after expiration or termination hereof, Airport may retain the same under CITY's control, or sell at private or public sale, without notice, any or all of such property and retain the net proceeds of such sale or destroy such property.

2. **Improvements.** Except for the items listed in Exhibit E, which are to remain on the Premises, all alterations, additions or improvements made by LESSEE at the Airport shall, unless CITY elects otherwise, as hereinafter provided, be the property of LESSEE and shall be removed by LESSEE, at LESSEE'S expense upon the expiration or termination of this Agreement. If CITY elects (upon written notice to LESSEE of such election given prior to the expiration or termination of this Agreement) that all or a designated portion of the alterations, additions, or improvements made by LESSEE shall remain on the Premises at expiration or termination of this Agreement, then said alteration, additions or improvements shall become CITY's property at no cost to CITY.

3. **Amortization Schedule.** LESSEE has agreed to make Tenant Improvements to the Premises as set forth in Exhibit E. If CITY terminates the agreement within initial five-year Term, CITY shall compensate LESSEE for the value of the Tenant Improvements based on the following amortization schedule, upon LESSEE's production of receipts to verify the total amount spent on the Tenant Improvements in Exhibit E met or exceeded $593,000. If receipts total less than this amount, compensation to LESSEE shall be prorated accordingly. CITY shall provide no compensation to LESSEE under this amortization schedule if LESSEE terminates the agreement.

Year 1 (Sept. 10, 2024-Sept. 9, 2025)	**$593,000.00**
Year 2 (Sept. 10, 2025-Sept. 9, 2026)	**$474,400.00**
Year 3 (Sept. 10, 2026-Sept. 9, 2027)	**$355,800.00**
Year 4 (Sept. 10, 2027-Sept. 9, 2028)	**$237,200.00**
Year 5 (Sept. 10, 2028-Sept. 9, 2029)	**$118,600.00**

19. MISCELLANEOUS PROVISIONS

A. 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.

B. 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.

C. Headings. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

D. Access by CITY. LESSEE shall permit CITY and its agents to enter the Premises at all reasonable times upon reasonable notice for any appropriate purpose, including, without limitation, the following purposes:

1. To inspect the Premises:
2. To maintain the Airport;

3. To maintain or make such repairs to the Premises as CITY is obligated or may elect to make;
4. To make repairs, alterations, or additions to any other portion of the Airport;
5. To post notices of non-responsibility for alterations, additions, or repairs;
6. To access any areas reserved to the CITY herein;
7. To show the Premises to prospective LESSEES.

In case of an emergency, CITY may access the Premises without prior notice. CITY shall have such right of entry and the right to fulfill the purpose thereof without any rebate of rent to LESSEE for any loss of occupancy or quiet enjoyment of the Premises thereby occasioned.

E. Americans with Disabilities Act. By signing this Agreement, LESSEE 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.

F. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between the CITY and the United States or the State of California relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the State of California.

G. Aerial Approaches. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the reasonable opinion of CITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

H. Title. Title to the building upon which the LESSEE shall enjoy use shall remain with the CITY and shall not be transferable.

I. Force Majeure. Any prevention, delay or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substance therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except for the obligation imposed with regard to rental and other charges to be paid by LESSEE pursuant to this Agreement.

J. Waiver of Relocation Benefits. LESSEE waives any and all relocation benefits defined in the California Relocation Assistance Law (Government Code section 7260, et seq.) in connection with this Agreement.

K. Non-Discrimination. The LESSEE, as a part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the t Premises or LESSEE's Improvements.

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

3. The LESSEE shall use the Premises and LESSEE's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

L. Exhibits Incorporated. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement by reference as though fully set forth herein, whether or not actually attached.

M. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

N. LESSEE'S Authority. LESSEE warrants that it has all requisite power and authority to execute, deliver, and perform under this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

P. 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.

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

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

FLIGHT DECK GRILL & GOLF CLUB LLC

By _____
Thomas McMurray, CEO
Business License # _____

APPROVED AS TO FORM:

By _____
Heather Stroud, City Attorney

ATTEST:

By _____
Susan Blankenship, City Clerk

Attachments:

Exhibit A – Description of the Premises
Exhibit B – City Owned Personal Property & Trade Fixtures
Exhibit C – Annual Rental Rate for Term of Agreement
Exhibit D – Suite 105 Sub-Meter Electrical Rates
Exhibit E – Tenant Improvements

Exhibit A

DESCRIPTION OF PREMISES

AIRPORT TERMINAL/CITY HALL

1901 Lisa Maloff Way, SOUTH LAKE TAHOE, CALIFORNIA, 965150

EXHIBIT "A" LOCATION MAP

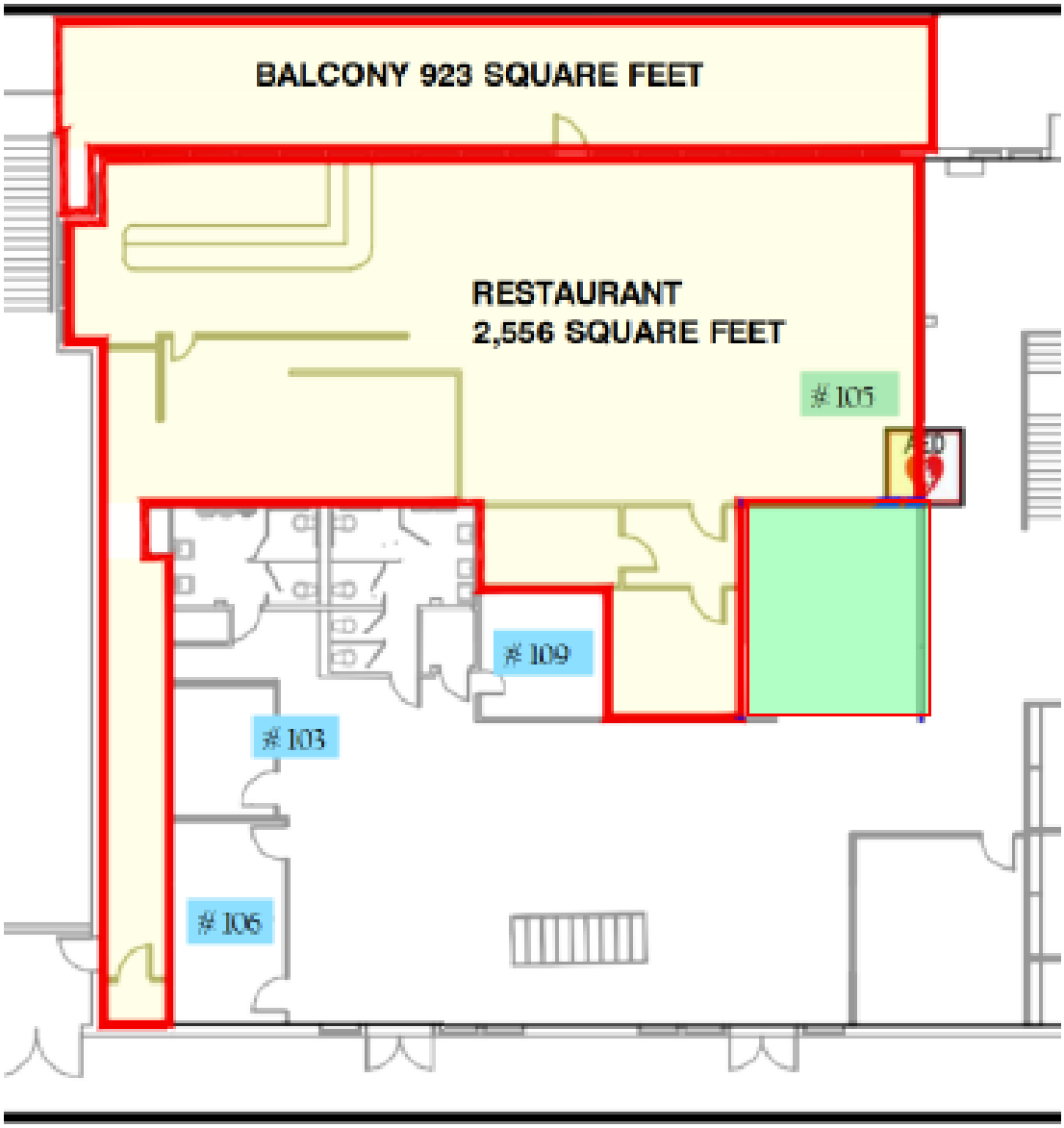


Exhibit B

CITY OWNED PERSONAL PROPERTY & RESTAURANT TRADE FIXTURES

Existing Lake Tahoe Airport Trade Fixutres

Quantity	Item	Manufacturer	Material Type	Description	Location	Minimum Service Schedule	Date Installed/ Purchased/ Leased
1	built In bar counter	Custom Wood Work	wood	"L" Shaped Bar Mounted to floor	bar area	None	May-98
1	bar sink	Toppo	stainless	3 wash sinks & bottle ice chest	bar area	None	May-93
1	kegerator	Micromatic	stainless top	3 keg / 5 tap	refrigerated	annual disinfection of all surfaces inside and outside. drain any liquids from inside fridge area.	Aug-18
2	electric ceiling fans	Unknown	painted metal	ceiling fan	bar ara	None	unknown
1	Walk-in Cooler	McQuay PaceMaker refridge unit	stainless	large, Inside 6' x 10'	walk in fridge / dry goods pantry	Annual removal of food storage and deep clean. Annual inspection of refridgeration unit	unknown
1	Stove / Oven/ Griddle	Imperial	steel	6 burner/ 2 over with flat grill top	kitchen	quaterly remove burners and degrease all surfaces inside and out	May-93
1	Grille/Broiler	Superior	steel	stand alone grille unit next to 6 burner oven	kitchen	quaterly remove grill and degrease all surfaces inside and out	unknown
1	Deep Fryer	Avantco FF300	stainless	stand alone gas fryer	kitchen	quarterly drain and clean all surfaces with degreaser	21-Jul
1	Deep Fryer	Avantco FF300	stainless	stand alone gas fryer	kitchen	quarterly drain and clean all surfaces with degreaser	Mar-19
1	Refrigerator	Unknown	custom built	Built into Bar Storage Unit	east wall bar area	annual disinfection of all surfaces inside and outside. drain any liquids from inside fridge area.	unknown
1	Refrigerator	Unknown	custom built	Built into Bar Storage Unit	east wall bar area	annual disinfection of all surfaces inside and outside. drain any liquids from inside fridge area.	unknown
1	Refrigerator	Unknown	custom built	Built into Bar Storage Unit	east wall bar area	annual disinfection of all surfaces inside and outside. drain any liquids from inside fridge area.	unknown
1	Built in wash station tables, and drying shelf	Swisher Hygeine	stainless	L - shape w/ sink	kitchen	None	Apr-93
1	wash sink with long prep table	Unknown	stainelss	opposite stove in kitchen	kitchen	None	unknown
1	3 tub sink and spigot	Regency	stainless	3 sink wash basin	kitchen	None	May-93
1	Refrigerator	Everest Refridgeration	stainless	double door rolling cooler with shelves	kitchen	annual disinfection of all surfaces inside and outside. drain any liquids from inside fridge area.	unknown
1	Table	Avantco	stainless	prep county with cooler storage & 2 door fridge under prep area	opposite stove in Kitchen	annual disinfection of all surfaces inside and outside. drain any liquids from inside fridge area.	unknown
3	Fire Extiguishers	Buckeye	steel	hand held fire extinguishers	various locations	None serviced by City	unknown
1	Extraction Hood	Unknown	stainless, 6 filters	large	Over stove & fryers in kitchen	Bi-annual cleaning and service by licensed contractror	Sep-96
1	Fire Extinguisher System	ProChem	PCL-350		hood fire suppression system	Bi-annual cleaning and service by licensed contractror	Oct-96
1	kegerator	Micromatic	Pro-Line E-Series 5 Keg	Alcholic Beverage Cooler with Beer Tap	Bar Area	Bi-annual cleaning and service by licensed contractror	Mar-18

Exhibit C

ANNUAL FIXED RATE AT SUITE 105 FOR TERM OF THE AGREEMENT
(Per Month Fixed Fees)

Year	Rent Amount	Base $/SF	CAM Fee	$/SF including CAM	Share of Natural Gas Utilities Paid to City	Total Fees Payable to city	Total $/SF
2024-2025	$2,000.00	$0.53	$400.00	$0.64	$174.15	$2,574.15	$0.68
2025-2026	$2,300.00	$0.61	$412.00	$0.72	$179.37	$2,891.37	$0.77
2026-2027	$2,600.00	$0.69	$424.00	$0.80	$184.75	$3,208.75	$0.85
2027-2028	$2,900.00	$0.77	$437.00	$0.88	$190.30	$3,527.30	$0.93
2028-2029	$3,300.00	$0.87	$450.00	$0.99	$196.00	$3,946.00	$1.04

*Lessor agrees to pay for water and sewer charges in monthly "Lease Fee". Lessee pays a prorated share of natural gas. Lessee has a sub-meter installed to account for Lessee share of electricity for leasehold. Section 7. provides more explanation regarding utilities.

**Common Area Maintenance Fee (CAM Fee) As certain common areas are shared the Lessee agrees to pay the City a share of costs for the City providing the following services: restroom janitorial service in common area restrooms inside the airport terminal building, non-leasehold common area janitorial service, replacement of HVAC intake filters, annual fire extinguisher service (excluding the kitchen hood suppression system) and snow removal. The CAM Fee shall increase at a rate of three percent (3.0%) annually commencing each May 1st of the Agreement. The CAM and other fees will not be charged until November 1, 2024.

Exhibit D

SUITE 105 SUB-METER ELECTRICAL RATES (Based on Usage kWh)

Payments will be reflected on invoices one month in arrears.

Rates for Suite 105

5/7/2024	May	$0.1407		0	$0.00
	June	$0.1407		0	$0.00
	July	$0.1407		0	$0.00
	August	$0.1407		0	$0.00
	September	$0.1407		0	$0.00
	October	$0.1407		0	$0.00
	November	$0.1407		0	$0.00
	December	$0.1407		0	$0.00
	January	$0.1407		0	$0.00
	February	$0.1407		0	$0.00
	March	$0.1407		0	$0.00
	April	$0.1407		0	$0.00
5/7/2025	May	$0.1435		0	$0.00
	June	$0.1435		0	$0.00
	July	$0.1435		0	$0.00
	August	$0.1435		0	$0.00
	September	$0.1435		0	$0.00
	October	$0.1435		0	$0.00
	November	$0.1435		0	$0.00
	December	$0.1435		0	$0.00
	January	$0.1435		0	$0.00
	February	$0.1435		0	$0.00
	March	$0.1435		0	$0.00
	April	$0.1435		0	$0.00
5/7/2026	May	$0.1464		0	$0.00
	June	$0.1464		0	$0.00
	July	$0.1464		0	$0.00
	August	$0.1464		0	$0.00
	September	$0.1464		0	$0.00
	October	$0.1464		0	$0.00
	November	$0.1464		0	$0.00
	December	$0.1464		0	$0.00
	January	$0.1464		0	$0.00
	February	$0.1464		0	$0.00
	March	$0.1464		0	$0.00
	April	$0.1464		0	$0.00
5/7/2027	May	$0.1493		0	$0.00
	June	$0.1493		0	$0.00
	July	$0.1493		0	$0.00
	August	$0.1493		0	$0.00
	September	$0.1493		0	$0.00
	October	$0.1493		0	$0.00
	November	$0.1493		0	$0.00
	December	$0.1493		0	$0.00
	January	$0.1493		0	$0.00
	February	$0.1493		0	$0.00
	March	$0.1493		0	$0.00
	April	$0.1493		0	$0.00

5/7/2028	May	$0.1523		0	$0.00
	June	$0.1523		0	$0.00
	July	$0.1523		0	$0.00
	August	$0.1523		0	$0.00
	September	$0.1523		0	$0.00
	October	$0.1523		0	$0.00
	November	$0.1523		0	$0.00
	December	$0.1523		0	$0.00
	January	$0.1523		0	$0.00
	February	$0.1523		0	$0.00
	March	$0.1523		0	$0.00
	April	$0.1523		0	$0.00
5/6/2029	March	$0.1554		0	$0.00
	April	$0.1554		0	$0.00
	May	$0.1554		0	$0.00
	June	$0.1554		0	$0.00
	July	$0.1554		0	$0.00
	August	$0.1554		0	$0.00
	September	$0.1554		0	$0.00

EXHIBIT E
TENANT IMPROVEMENTS

Area	Category	Item	EST Cost
Kitchen	Asset	Materials Kitchen & Bar	$75,000.00
Entertainment	Asset	Sim Units	$130,000.00
Entertainment	Start-up Expense	Clubs Full Sets	$3,000.00
Construction	Asset	Build Out	$307,000.00
Bar	Asset	Point of Sale System	$33,000.00
Entertainment	Start-up Expense	AV/Audio/Alarm	$25,000.00
Clerical	Start-up Expense	Design	$20,000.00
		Total	**$593,000**

ARCHITECTURE
DESIGN+BUILD
CONSTRUCTION
PLANNING

8.22.2024

City of South Lake Tahoe
Attn: Airport Manager: John Dickinson
1901 Lisa Maloff Rd.
South Lake Tahoe Ca 96150

RE: Project Description
1909 Lisa Maloff Rd.
South Lake Tahoe, Ca 96150

To Whom It May Concern,

Our firm: Monarch Architecture has been hired to provide tenant improvement - architecture design services to Tom McMurray for the vacant restaurant located within the City of South Lake Tahoe Airport.

As we are working through the process of the schematic design phase. The following improvements are being proposed.

1. Rebuilding the existing bar; including reconfiguring the bar equipment.
2. Adding an additional bar to the right side of the restaurant.
3. Build out dining room seating, including banquet seating.
4. Provide space and build out 2 golf simulators.
5. Expand the restaurant footprint into the existing pamphlet room and add an additional 4' into the lobby.
6. Create a new entrance to the restaurant via the front lobby area; new entrance to include host counter and gold club storage.
7. Move the existing walk-in fridge closer to the existing kitchen.
8. The interior finishes in the restaurant and bar to be updated to fit owners branding, including flooring and ceiling treatments.
9. Existing kitchen to remain as close to what is existing except for improvements dictated by the Health Department or necessary for menu items as deemed appropriate by owner.
10. Provide necessary wiring for AV – TV's throughout restaurant.

Thank you very much for your review and please feel free to call or email me if you need any further information or have any questions.

Best,
Brooke Martone
ARCHITECT || LEED AP



CA Licensed Architect: 34236
CA Licensed General Contractor: 947910

MONARCH
ARCHITECTURE

2264 Lake Tahoe Blvd. STE 13
South Lake Tahoe,
CA. 96150
530.542.2919
brookemartone@gmail.com

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

Meeting Date: September 10, 2024

Title: Airport Food & Beverage Lease & Concession Agreement with Flight Deck Grill & Golf Club, LLC

Location: Airport, 1901 Lisa Maloff Way, Suite 105 (Restaurant), South Lake Tahoe, CA 96150

Responsible Staff Member: John Dickinson, Airport Manager (530) 542-6182

Background:

The Airport Restaurant is located in Suite 105 encompassing an area of 3,781 SF of which 923 SF is an outdoor observation deck. Suite 105 has operated as an airport restaurant/bar since 1970.

Effective February 16th, 2024, the Flight Deck Bar and Grill LLC, contract was terminated, and an RFP went out to replace the restaurant. The RFP was advertised for 45 days and had two bidders submitted proposals for the restaurant. Initially, Southern Hospitality was selected by the panel as the top ranked firm. However, they terminated negotiations.

After Southern Hospitality withdrew, and the Airport Manager started negotiations with the next qualified bidder, Flight Deck Grill & Golf Club, LLC.

Issue and Discussion:

The Airport is seeking a new lease with the Flight Deck Grill & Golf Club, LLC, operated by CEO Thomas McMurray. This lease is crucial to the Airport's revenue stream and will keep the Airport self-sustaining.

The concessionaire has also provided a 3D imaging of the facility:
https://oceaninteriors.shapespark.com/mcmurray_tahoe_airport/

The new tenant of the property is planning a significant upgrade to the facility as shown in the following table:

Table A – Financial Commitment

Area	Category	Item	EST Cost
Kitchen	Asset	Materials Kitchen and Bar	$75,000.00
Entertainment	Asset	Sim units	$130,000.00
Entertainment	Asset	Clubs Full sets	$3,000.00
Construction	Start-Up Expense	Build out	$307,000.00
Bar	Asset	Point of Sale System	$33,000.00
Bar	Asset	Liquor Beer startup inventory	$50,000.00
Bar	Start-Up Expense	Internet	$1,500.00
Entertainment	Start-Up Expense	AV/Audio/Alarm	$25,000.00
Clarical	Start-Up Expense	Waivers/Attorney fees	$20,000.00
Clarical	Start-Up Expense	Design	$20,000.00
Bar	Start-Up Expense	Liquor License	$150,000.00
Clarical	Start-Up Expense	Insurance	$20,000.00
Clarical	Start-Up Expense	Marketing	$15,000.00
Kitchen	Start-Up Expense	Food Startup Inventory	$20,000.00
Total			**$869,500.00**

The lease term will begin on September 10th, 2024, for an initial five-year term, ending September 9th, 2029. There is an option to extend the lease for one additional five-year term upon mutual consent. The new tenant plans to update the restaurant with new menu offerings and entertainment. The new tenant has demonstrated they have the financial capability to operate a restaurant of this size in the South Lake Tahoe market. The proposed new tenant included a business proposal and a description of how they will operate the space.

Staff recommends the following action(s) for City Council:

Pass a motion authorizing and directing the Mayor to execute the Airport Food & Beverage Lease & Concession Agreement with Flight Deck Grill & Golf Club, LLC.

Financial Implications:

If the lease is approved by City Council, the Airport Enterprise Fund will continue to receive monthly rents in the amounts shown in the table below:

Table B – Annual Revenue

Year	Rent Amount	Base $/SF	CAM Fee	$/SF including CAM	Share of Natural Gas Utilities Paid to City	Total Fees Payable to city	Total $/SF
2024-2025	$2,000.00	$0.53	$400.00	$0.64	$174.15	$2,574.15	$0.68

2025-2026	$2,300.00	$0.61	$412.00	$0.72	$179.37	$2,891.37	$0.77
2026-2027	$2,600.00	$0.69	$424.00	$0.80	$184.75	$3,208.75	$0.85
2027-2028	$2,900.00	$0.77	$437.00	$0.88	$190.30	$3,527.30	$0.93
2028-2029	$3,300.00	$0.87	$450.00	$0.99	$196.00	$3,946.00	$1.04

With the new lease and concession agreement, the City is no longer responsible for the maintenance and replacement of City owned restaurant trade fixtures.

Environmental Considerations:
The proposed action is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (Existing Facilities) because it involves the leasing of existing public facilities involving negligible or no expansion of existing or former use.

Policy Implications:
The restaurant is a continuing conforming use of the airport terminal building. This lease will continue to provide revenue to the Airport and will provide additional convenience to the visitors to the Airport.

Thomas McMurray
PO Box 6210
Stateline NV 89449
(949) 322-4276
wes@statelinemanagement.com

March 11, 2024

Attn: John Dickinson
Airport Manager, City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

RE: 2024-2029 AIRPORT SUITE 105 LEASE | RFP# 2024-01-24

Dear Mr. Dickinson:

We are pleased to present our response and proposal for management, operation, and promotion of the Lake Tahoe Airport restaurant. It is our mission to develop and implement a revitalization project that will provide the airport with an updated dining experience and installation of state-of-the-art entertainment equipment. We are fully committed to the opportunity as outlined in RFP# 2024-01-24.

As a resident established in South Lake Tahoe, it's understood the need for a responsive local organization to provide service and support to the surrounding community for years to come. We wish to form a long-term relationship with the Airport and City of South Lake Tahoe and develop your project specifications to the best possible result. We have reviewed this request and are prepared to meet this challenge with a wide range of resources to support and implement our project plan.

The proposal submitted here will remain valid until Tuesday July 11th, 2024, **or** a minimum of 120 days from the date of submittal.

Thank you for your consideration.

Sincerely,



Thomas McMurray

Section 2. Rent

2,556 SF interior space
923 SF exterior patio
300 SF Optional interior space - vestibule

Total of 3,779 Square Feet

Total proposed monthly rent for year 1 $2,500.00/month (Exceeding previous owner terminated contract referenced below)

• % of gross sales (excluding alcoholic beverages) Due to the nature of project we are unable to determine details regarding this item. We are open to discussing this further as the project develops and the success of the business is determined so that all parties may benefit.

Year New Rate Effective Aug 1	Rent Amount	Base $/SF	CAM Fee	$/SF including CAM	Share of Natural Gas Utilities Paid to City	Total Fees Payable to city	Total $/SF
2024-2025	$2,500.00	$0.66	$400.00	$0.77	$174.15	$3,074.15	$0.81
2025-2026	$2,800.00	$0.74	$412.00	$0.85	$179.37	$3,391.37	$0.90
2026-2027	$3,100.00	$0.82	$424.00	$0.93	$184.75	$3,708.75	$0.98
2027-2028	$3,400.00	$0.90	$437.00	$1.02	$190.30	$4,027.30	$1.07
2028-2029	$3,800.00	$1.01	$450.00	$1.12	$196.00	$4,446.00	$1.18

Current Lease (Terminated Early)

Year	Year New Rate Effective May 1	Rent Amount	CAM Fee**	Share of Natural Gas Utilities Paid to City*	Total Monthly Fees Payable to City
Year 1 ends 4/30/23	2022-2023	$1,500.00	$400	$174.15	$2,074.15
Year 2 ends 4/30/24	2023-2024	$2,000.00	$412	$179.37	$2,591.37
Year 3 ends 4/30/25	2024-2025	$2,500.00	$424	$184.75	$3,108.75
Year 4 ends 4/30/26	2025-2026	Year 3+CPI Adjustment	$437	$190.30	Year 3+CPI+ $627.30
Year 5 ends 1/5/27	2026-2027	Year 4+CPI Adjustment	$437	$190.30	Year 4+CPI +$627.30

Section 3. Company Background & Experience

History:

Optimal Outsource Based out of Lake Forest, CA, was founded in 1997 by Tom McMurray aiding in streamlining homeowner association due collection and community news distribution. Offering innovative mailing and electronic solutions. Optimal's unique business model allowed us to easily adapt, regardless of the size or location of associations. By investing in and developing the newest technology, our products and services were always in-step with the constant change of the industry.

With our singular devotion to the property management industry, we mailed millions of homeowners' monthly assessment dues and community news from 5 production facilities across the country. Sold November 2019.

Locations:

Lake Forest, CA

Avondale, AZ

Austin, TX

Princeton, IL

Clearwater, FL

Existing Projects

RoofTop Golf Club.

An innovative entertainment venue geared toward the golf enthusiast. Offering full-service dining and bar experience alongside state-of-the-art indoor golf simulators. Located in a newly constructed building in Southern California, patrons will have the opportunity to enjoy a modern distillery, 12 indoor golf simulator bays, and an open-air roof top lounge offering panoramic views. Grand Opening 2024.

Sec 3 Cont.

New Project: RoofTop Golf, Opens 2024







ROOFTOP
GOLF CLUB



Section 3 Continued - Additional Ongoing Projects

NV 51 Special LLC (NV)- Entertainment/Restaurant/Bar – Ostrich Egg Distillery opens 2024.

Rooftop Golf Club LLC (NV) - Entertainment/Restaurant/Bar – Opening 2024

Stateline Management (NV)- Professional Management Services

TNN Property and Investments (CA)- Real Estate Property and Development

7 Ranch Circle LLC (CA) - Real Estate Property and Rental

JAM IIII LLC (TX) - Real Estate Property and Rental

Online Mailing Solutions LLC (TX)- Software Company

Tahoe Tom NV LLC (NV)- Real Estate Property/Development

Lake Real Estate LLC (NV)- Real Estate Property and Rental

South Shore Ventures LLC (NV)- Storage Rental

Stateline Holdings (NV)- Various business interests

Stateline Investment LLC (NV)- Various business interests

All of the above entities have articles of incorporation, articles or organization, and operating agreements all in good standing. Details available upon request.

Section 4. Business Plan and Implementation Schedule – New Flight Deck

Our goal is to revive/enhance a community landmark and continue to offer a full-service dining experience in a welcoming and casual environment. Our vision includes a complete remodel of the dining room and vestibule. This includes an extension of the existing bar, all new interior/exterior furnishings, and installation of state-of-the-art indoor golf simulators. Golf simulators will provide a new level of entertainment for patrons and offer an avenue for growth and sales for the restaurant. With a full selection of virtual golf courses, and additional game modes of play, simulators will provide entertainment for casual and experienced players alike.

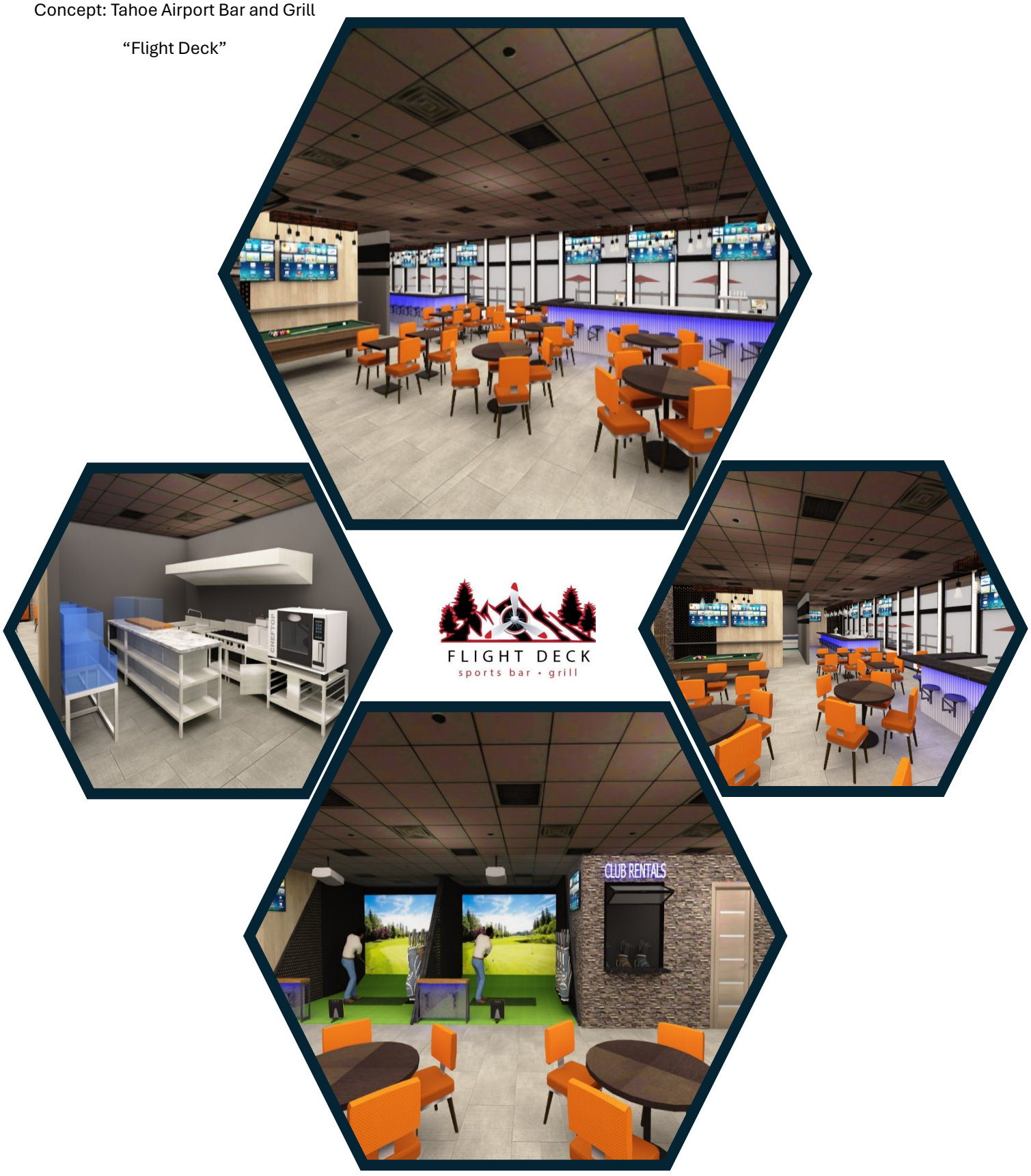
Simulators will be made available to all restaurant/bar customers as well as provide a venue for online golf simulator tournaments/competitions and provide the ability for the formation of an indoor golf league. On-site club rentals will be made available so that patrons traveling through the airport will have the ability to utilize the facilities. Providing a golf experience that is available year-round will allow players to develop their game or socialize with friends while staying warm in the winter and enjoying food and refreshments from the restaurant and bar. During summer months the simulators provide an additional and affordable alternative to traditional golf making the game more approachable and accessible.

Planning is well under way. Drawings and a full virtual rendering of the concept are available below for review. Contractors have been commissioned and are prepared to begin the project within a reasonable time of approval.

The estimated cost of the interior development is $275,000. Supporting documentation is included.

Concept: Tahoe Airport Bar and Grill

"Flight Deck"



Click Here For Flight Deck Concept Virtual Tour

First click “3D” button in center of screen



Then use the menu located in the upper right of your screen to navigate virtual environment.



Golf Simulator Model Details



DURABUILD GENERAL CONTRACTOR

Chris Duran

Business Number LIC # 779259 Class A,B,C-16-C-36 GENERAL ENGINEERING ,GENERAL CONTRACTOR,FIRE PROTECTION, PLUMBIN

PO BOX 1053 Temecula, CA 92590

9518552077

1durabuild@gmail.com

ESTIMATE

EST0025

DATE

Mar 11, 2024

TOTAL

USD $275,000

TO

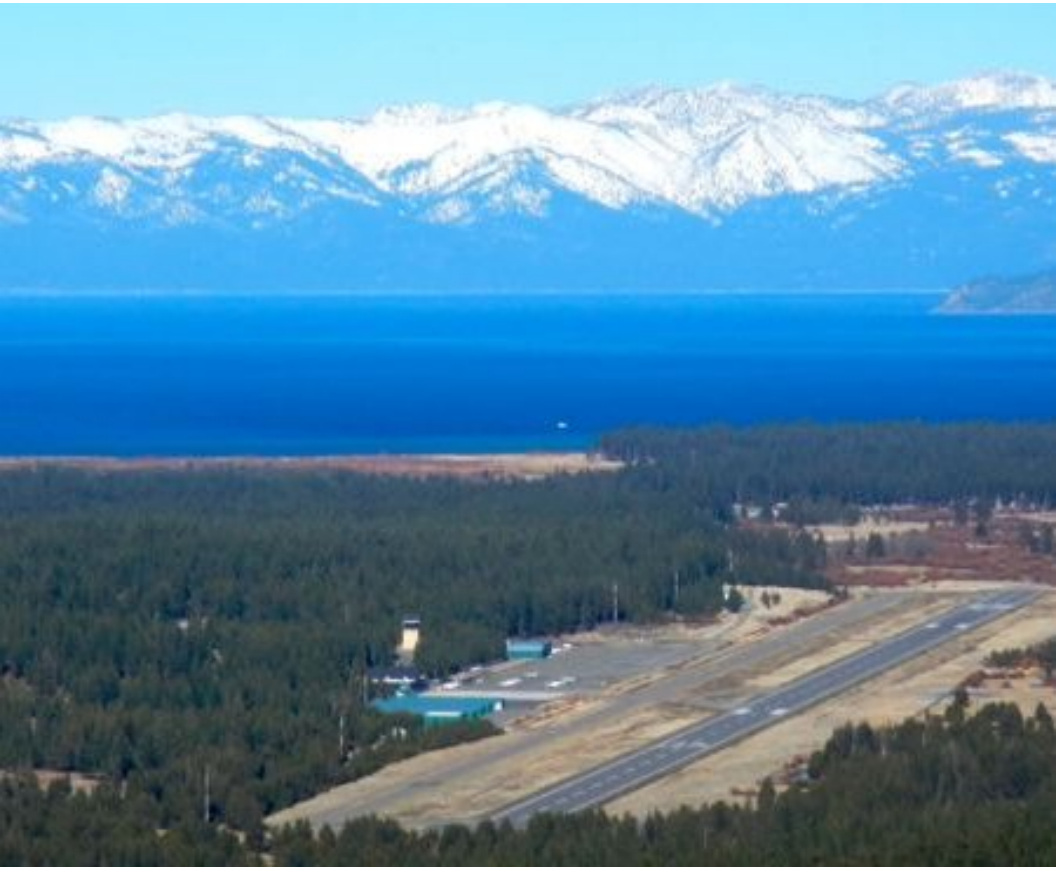
Wes Pearce

9498136489

wes@statelinemanagement.com

DESCRIPTION	RATE	QTY	AMOUNT
This is a Rough Budgetary number for remodel of formerly flight Deck Bar & Grill in South Lake Tahoe Airport Terminal/ City Hall (1901 Lisa Maloff way) this project entails updating the decor, replacing flooring, painting, updating light fixtures, and making minor layout changes to enhance the overall ambiance and functionality of the space as shown on Designers VR rendering. All work done per approved plan and acceptance by the owner and the awarding authority. Ensure all work is completed in accordance with local building codes and regulations. **This bid includes installation of two "Full-Swing" golf simulators and accessories and furniture.** **Square footage approximately 2856 Restaurant space, &. 923 Sq ft of Balcony.**	$0.00	1	$0.00
Rough Budget Number	$275,000.00	1	$275,000.00

TOTAL USD $275,000.00



Revitalizing Lake Tahoe Airport Restaurant

Presentation by Flight Deck Golf & Grill

NEXT →

Overview

RFP Response

We are dedicated to revitalizing the Lake Tahoe Airport restaurant as per the outlined request in RFP# 2024-01-24.

Purpose of Proposal

Our mission is to bring a modern dining experience and innovative entertainment to the airport, fostering a long-term partnership with the local community.

Commitment

We aim to implement a comprehensive revitalization project to elevate the dining experience at Lake Tahoe Airport, reflecting our dedication to this opportunity.

NEXT →

Business Plan: New Flight Deck Concept

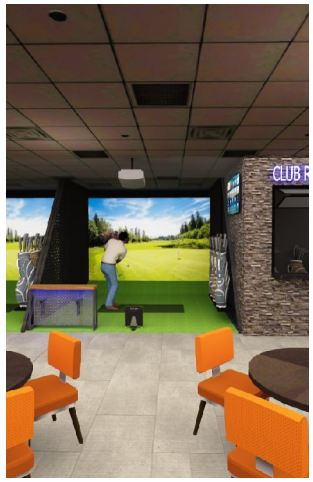


Reviving Community Landmark

Our vision includes a comprehensive remodel, extension of the bar, installation of golf simulators, and creation of a welcoming environment for patrons.

Golf Simulators Integration

Offering an enhanced entertainment experience, the golf simulators will cater to both seasoned players and beginners, fostering year-round engagement and growth opportunities.



NEXT →



Business Plan: Simulator Details

Full Swing Simulator Technology

The simulators themselves represent the cutting edge of technology with real measurements of your club & ball data at impact from the overhead ION3 Camera. Ball speed, launch angle and direction are measured in real-time multiple times The Sport Simulator gives you real ball-flight that you can trust.

Simulator Modes and Capabilities

Offering a wide range of gameplay well beyond golf. Patrons can enjoy soccer, football, lacrosse, baseball, hockey, and other custom games. Top of the line projectors and lighting ensures the best user experience available.

NEXT →

Business Plan: Food And Beverage

Suppliers and Partnerships

We are partnering with US Foods, one of the largest suppliers and distributors in the country. Through this partnership we are completely redesigning the menu to offer brand new selections to guests.

Beverage Service

We will offer a full selection of beer, wine and distilled spirits along side our newly updated menu. We are requesting a type 47 license from the ABC



NEXT

Implementation Schedule and Cost Estimate

Planning Progress

Advanced stage of planning with virtual renditions available, contractors ready for execution, and estimated interior development costs elucidated.

Flight Deck Concept

Envisioning a vibrant dining atmosphere with cutting-edge amenities at the core, aligning with our commitment to excellence in the revitalization project.

Cost Estimate

Projected investment of $869,500 for interior development, ensuring the realization of a high-quality dining and entertainment space at Lake Tahoe Airport.

NEXT →

Financial Projections

Area	Category	Item	EST Cost
Kitchen	Asset	Materials Kitchen & Bar	$75,000.00
Entertainment	Asset	Sim Units	$130,000.00
Entertainment	Start-up Expense	Clubs Full Sets	$3,000.00
Construction	Asset	Build Out	$307,000.00
Bar	Asset	Point of Sale System	$33,000.00
Bar	Start-up Expense	Liquor Beer start-up inventory	$50,000.00
Bar	Start-up Expense	Internet	$1,500.00
Entertainment	Start-up Expense	AV/Audio/Alarm	$25,000.00
Clerical	Start-up Expense	Waivers/Attorney's Fees	$20,000.00
Clerical	Start-up Expense	Design	$20,000.00
Bar	Start-up Expense	Liquor License	$150,000.00
Clerical	Start-up Expense	Insurance	$20,000.00
Clerical	Start-up Expense	Marketing	$15,000.00
Kitchen	Start-up Expense	Food Start-up Inventory	$20,000.00
		Total	$869,500.00

NEXT →

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:25

Agenda Item: Extension to Agreement with Axon for Body Worn Camera and In Car Video Systems

Executive Summary: This resolution authorizes a five year contract extension with Axon for Body Worn Camera, in Car Camera, unlimited data storage, enhanced software support, licenses, and no questions warranty. This five year contract would terminate our current five year contract early to benefit from 2024 pricing rather than renew later with an expected price increase of 8-10% expected by Axon in 2025. This early termination provides credit for the remainder of the 2020-2025 contract applied against the cost of this 2024-2029 contract. Cost for this contract renewal would total $980,976.45, payable over five years of the contract, interest free payable as follows: Year One: $197,032.76 Year Two: $195,985.92 Year Three: $195,985.92 Year Four: $195,985.92 Year Five: $195,985.93

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a five year contract extension with Axon for Body Worn Camera - In Car Video systems with unlimited data storage, enhanced support software, licenses, and a no questions warranty for $980,976.45, payable over five years of the contract, interest free, and appropriating $195,986 from General Fund Undesignated Excess Reserves into FY 2024/2025 budget for the first annual payment.

Responsible Staff Member: Jeff Roberson, Lieutenant

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

Attachments:

01-Staff Report Axon Agreement.docx
02-Resolution - Axon Purchase 2024-2029.docx
03-Axon Extension Quote (Exh. A to Reso).pdf

City of South Lake Tahoe
Report to
City Council

Meeting Date: September 10, 2024

Title: Axon Agreement for Body Worn Camera and In Car Video Systems

Location: Citywide

Responsible Staff Member: Jeff Roberson, Police Lieutenant

Background: In 2019, the City Council asked the Police Department to develop a report on Body Worn Cameras (BWC). The request was based on policing transparency, accountability, investigative assistance, prosecutorial benefit, and increasing officer safety. The follow up report on BWCs in 2020 discussed several manufacturers' product offering, warranty models, and integrations of software. In July of 2020, the City Council authorized the purchase of the Axon system.

This purchased system included not only Body Worn Cameras and In Car Video (ICV) cameras but a digital storage solution for the voluminous video generated by the BWCs and ICVs. Because this system was new to the PD, the organization was not in a position to forecast the required digital storage and has since exceeded that original contract allocation.

Physically this program consists of two named camera systems. However, the majority of this program (and its cost) were comprised of various software systems and storage that are an integral part of the Axon program. Additional components of the Axon system included Axon Capture; an evidence photo application installed on all SLTPD cell phone, this app transmits evidence photos directly into our digital evidence storage; Evidence.com, a digital evidence portal that stores and catalogs all digital evidence such as BWC, ICV, photos and outside sourced videos. Within Evidence.com is an included component of Redaction software that allows release of video compliant with appropriate Government and Penal Codes to meet Public Record Request demands.

Crucial but unseen components include the docking stations for charging and downloading BWC video as well as the mobile electronic components in each patrol car that support the ICVs. This original contract came with equipment 'refreshes' to assure we had the most up-to-date equipment. Additionally, a no questions asked warranty has been in place since the implementation of Axon BWC and Fleet cameras.

Issue and Discussion: Since the initial 2020 purchase, the Axon BWC and In-Car Video systems have been integrated into the daily work of the police department. Each call for service or contact is classified and automatically attaches to any applicable video that has been uploaded for that call. The South Lake Tahoe Police Department and its officers look to the Body Worn

Cameras and In-car video as valuable partners providing transparency and perspective to their public interactions and criminal investigations.

Allegations of officer misconduct are taken seriously and investigated. Since implementation of the BWC and ICV's resolution of these complaints has come more quickly, and the vast majority have been unfounded.

BWC and Fleet video have been great supplements to prosecution of criminal cases. Axon's Evidence.com portal allows SLTPD to share requested evidentiary video with the prosecutor's office. This sharing through Evidence.com is far less labor intensive than the prior process of copying digital evidence to a DVD or thumb drive and then providing that physical recording, sometime multiple times. DA requests for evidence represent a significant portion of the workload for SLTPD Evidence Techs; Evidence.com has given that time back to our evidence techs allowing them more time to assist with investigations.

The SLTPD just entered the Fifth year of its 2020-2025 contract with Axon for these services. SLTPD's current Axon contract ends August of 2025 requiring the contract renewal, or selection of a new product, within Fiscal Year 2024-2025. SLTPD is looking to capitalize on 2024 Axon pricing by making this purchase at the beginning of FY 2024-2025 in conjunction with the end of Axon's sales year: a combined window from October 1 through the end of December 2024.

The attached 2024-2029 contract has an anticipated start date of December 15, 2024. Axon expects 2025 to see a product price increase between 8%-10%. By closing our current contract early, we would benefit from a minimal rebate of $27,784.34 for the last year of the 2020-2025 Axon contract.

The 2020-2025 contract still has an equipment refresh that will be provided by Axon. In this refresh, Axon, at no charge, will start this contract renewal by replacing our current Body3 BWC cameras with Axon Body4 BWC cameras. [The Body4 BWC is the latest version of this camera and provides enhanced video capture capabilities, longer battery life, and officer alert through Axon Respond].

The Police Department is asking the City Council to authorize the Mayor to execute the contract with Axon for $980,976.45. This increased cost over the prior contract includes price increases from Axon, an upgrade to unlimited data storage, and additions to the software package to enhance investigations and increase productivity and efficiency.

This agreement is for five years starting December 15, 2024, and ending in December 2029. Axon has broken this purchase up into interest free annual payments as follows:

Year One:	$197,032.76
Year Two:	$195,985.92
Year Three:	$195,985.92
Year Four:	$195,985.92
Year Five:	$195,985.93

This purchase includes hardware and software:

Hardware

44 - Body Worn Camera 4 bundles

This includes the BWC, the user license, unlimited video storage, hardware refresh, and a no questions asked warranty.

28 – Fleet 3 In-Car Video cameras

These include the front facing camera, the rear seat camera, the electronics package, included automated license plate reader lens integration and software, patrol car installation, unlimited video storage, and no questions warranty.

3 – Fleet 3 In – Car Video Camera Renewal and Cradlepoints

The PD purchased three Fleet 3 ICVs and have yet to deploy them as the patrol car build out process still suffers an industry slowdown. This renewal would bring all our current contracts into alignment and provide the electronics still outstanding to complete these three, yet to be built, patrol cars.

44 – Signal Sidearm activation units

These units physically attach to an officer's holster and activate the BWC when the firearm is drawn without having to consciously remember to activate the BWC in a critical situation. This offers our agency an enhanced likelihood that what could be a critical incident is time stamped and recorded. The activation of a sidearm unit causes BWCs on other officers in proximity to start recording. A sidearm activation also alerts dispatch of the GPS location where that officer has drawn his firearm through Respond+.

6 – BWC docking bays for charging and video upload

Software

44 – Evidence.com auto tagging licenses

This is a software integration that labels camera activations with a specific incident number generated by our Computer Aided Dispatch system. This saves a great deal of time for officers having to categorize each video taken during the entirety of a shift and assure that it's stored with the correct case number.

44 – Axon Respond+

Enables dispatch and command staff to view BWC camera location data with alerts and notifications. This software will also provide the ability to compile situational information or tactical details in the moment. In critical situations, video can be livestreamed from cameras to the command center. Respond+ prioritizes data offload from the scene to allow video download and access immediately without returning to the station to download or view.

44 – Evidence.com Redaction Assistant Licenses

This Redaction Assistant is an AI assisted redaction assist for the analysts that will be tasked with video redaction for legally obligated video releases. Currently IT staff, the City Attorney's Office, the City Clerk, and the Police Department can be involved in the redaction process. This process is cumbersome and time consuming using current software. Redaction Assistant is included in this purchase for the purpose of efficiency in the redaction process.

44 – Community Request Licenses

Community Request is a portal that allows for the contribution of evidence after having been requested from the community. The link to this portal can be shared via social media allowing a community member to access the portal and upload what they believe to be evidence after an incident. This is a simplified process in tracking down and retrieving digital evidence. After the loss of other investigative tools, Community Request is included in this purchase for investigative efficiency.

44 - Third Party Unlimited Storage Licenses

In the process in complying with Department policy on camera activation, the quantity of video uploaded by our officers during contacts and incidents has exceeded the limits of the 2020-2025 contract by nearly double. Additionally, the detective division has been seeking a user-friendly storage solution for the data obtained and retained as evidence spanning crimes from murder to online harassment. This storage option comes packaged with Axon Investigate. Axon Investigate allows the viewing of video from the myriad of different companies using proprietary software to store surveillance video. This software bundle allows these proprietary videos from sources such as convenience stores, home surveillance systems, Ring cameras, and cell phone videos to be viewed, enhanced, cataloged, and stored by one software package in an environment already familiar to officers. This package is requested as the solution to our digital storage and retrieval issues, eliminate software redundancy, and improve investigative efficiency.

This purchase includes an additional equipment 'refresh', which means all BWC and ICV cameras will be replaced with upgraded models during the contract at no additional cost.

Sole Source justification:
Axon BWC/ICV and the support systems have been integrated into the daily operations of the police department. While the BWC represents a single component of the system, it is integrated into the larger system that includes BWC activation by Taser deployment, In-Car Video activation, holster activation, light bar activation, and proximity activation. This translates to a BWC camera being activated during the most critical times in an officer's shift while allowing the officer to focus on the incident.

Some of the components that initially justified Axon as a sole source vendor have been imitated by competitors. While these competitors have replicated holster activation and light bar activation, no competitor has proximity activation or BWC activation with Taser deployment, a basis for sole source purchase.

The digital evidence storage, the ease the evidence portal is navigated, and the integration into the daily working of the police department reinforce standardization as another justification for this sole source purchase.

Financial Implications: The Police Department is asking the City Council to authorize the Mayor to renew the contract with Axon for $980,976.45. This agreement is for five years starting December 15, 2024, and ending in December 2029. Axon has broken this purchase up into interest free annual payments as follows:

Year One:	$197,032.76
Year Two:	$195,985.92
Year Three:	$195,985.92
Year Four:	$195,985.92
Year Five:	$195,985.93

This price includes credit for the last eight months of the 2020-2025 contract. If this contract is approved, the prior contract will be terminated early. The year one payment will not be made until on or after October 1, 2024 (FY 24-25).

Environmental Considerations: This program will have no impact on the environment.

Policy Implications: Core Values of the City of South Lake Tahoe include Accountability, Honesty, and Efficiency. The adoption and continuation of the Axon Body Worn and In-Car Camera systems reinforces these values to and for the community.

This purchase supports Strategic Priority Five, 5.1 Public Safety,
Action Item 1: Ensure Police, Fire, and Snow Removal Operations receive adequate funding to provide exceptional service to our community.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

September 10, 2024

Axon 5-year Contract Renewal for Body Worn Camera – In Car Video system

BACKGROUND

A. The City of South Lake Tahoe and the Police Department believe in transparency and accountability to and for the community of South Lake Tahoe. As such City Council authorized the purchase of Axon Body Worn and In-Car Video camera systems with support licenses and software in 2020.

B. The City of South Lake Tahoe Police Department has found that the implementation of Body Worn Camera and In-Car Video systems have provided the transparency and accountability, assisted in investigations, prosecutions, and increased officer safety as was intended in the original 2020 Axon purchase.

C. The Police Department recommends renewing the contract with Axon for 44 Axon Body Worn Cameras, 28 Axon In-Car cameras, standard and enhanced support software, cloud-based storage, and licenses to support the Police Department with the benefits seen as a result of this initial purchase.

D. Contract Renewal with Axon for the next five years will include early termination of the 2020-2025 contract, benefiting from that credit, and entering into a contract from 2024-2029 starting in December of 2024. The cost, including that credit, for a new five-year term will total $980,976.45. This increased cost over the prior contract includes price increases from Axon, an upgrade unlimited data storage, and additions to the software package to enhance investigations and increase productivity and efficiency.

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 budget and expenditure of up to $980,976.45. Budget for the first payment to be appropriated from the General Fund Undesignated Excess Reserves. Staff request that the first annual payment of $197,033 be loaded into Fiscal Year 24/25 budget and payable from account number 10002110-46110. Future years' (two through five) payments will be budgeted in each of the four subsequent years' operating budgets as follows:

Year Two	(FY 25/26):	$195,985.92
Year Three	(FY 26/27):	$195,985.92
Year Four	(FY 27/28):	$195,985.92
Year Five	(FY 28/29):	$195,985.93

2. Authorizes and directs the Mayor to execute the contract extension with Axon attached hereto as Exhibit “A” for the purchase of 44 Axon Body Worn Cameras, 28 Axon in-car cameras, listed equipment, Axon’s cloud-based storage, the requested software, and licenses to run the integrated system.

Adopted by the City of South Lake Tahoe City Council on September 10, 2024 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Mayor Cody Bass

Attest:

_____
Susan Blankenship
City Clerk

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-596644-45492.842DB

Issued: 07/19/2024

Quote Expiration: 09/20/2024

Estimated Contract Start Date: 12/15/2024

Account Number: 117025

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
South Lake Tahoe Police Dept. - CA 1352 Johnson Blvd South Lake Tahoe, CA 96150-8200 USA	South Lake Tahoe Police Dept. - CA 1352 Johnson Blvd South Lake Tahoe CA 96150-8200 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Jeff Roberson Phone: Email: jroberson@cityofslt.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$960,265.97
ESTIMATED TOTAL W/ TAX	$980,976.45

Discount Summary

Average Savings Per Year	$59,607.13
TOTAL SAVINGS	$298,035.63

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	$189,053.21	$4,979.55	$194,032.76
Dec 2024	$3,000.00	$0.00	$3,000.00
Nov 2025	$192,053.19	$3,932.73	$195,985.92
Nov 2026	$192,053.19	$3,932.73	$195,985.92
Nov 2027	$192,053.19	$3,932.73	$195,985.92
Nov 2028	$192,053.19	$3,932.74	$195,985.93
Total	**$960,265.97**	**$20,710.48**	**$980,976.45**

Quote Unbundled Price:	**$1,258,301.60**
Quote List Price:	**$1,096,055.60**
Quote Subtotal:	**$960,265.97**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($27,784.34)	($27,784.34)	$0.00	($27,784.34)
100552	TRANSFER CREDIT - GOODS	1			$1.00	$8,046.91	$8,046.91	$704.09	$8,751.00
Fleet3ARe	Fleet 3 Advanced Renewal	3	60	$231.35	$189.57	$189.57	$34,122.60	$657.79	$34,780.39
Fleet3A	Fleet 3 Advanced	28	60	$308.53	$254.57	$217.51	$365,416.80	$10,178.35	$375,595.15
B00020	BUNDLE - UNLIMITED	44	60	$165.09	$140.82	$140.82	$371,764.80	$8,789.88	$380,554.68
A la Carte Hardware									
F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	3			$1,464.00	$1,464.00	$4,392.00	$380.37	$4,772.37
H00001	AB4 Camera Bundle	44			$849.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	6			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	60		$10.85	$10.85	$28,644.00	$0.00	$28,644.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	44	60		$10.85	$10.85	$28,644.00	$0.00	$28,644.00
73618	AXON COMMUNITY REQUEST	44	60		$10.85	$10.85	$28,644.00	$0.00	$28,644.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	44	60		$32.76	$32.76	$86,486.40	$0.00	$86,486.40
A la Carte Services									
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			$1,500.00	$0.00	$0.00	$0.00	$0.00
73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3			$1,700.00	$0.00	$0.00	$0.00	$0.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	44	60		$10.85	$10.85	$28,644.00	$0.00	$28,644.00
A la Carte Warranties									
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	60		$1.36	$1.36	$244.80	$0.00	$244.80
Total							**$960,265.97**	**$20,710.48**	**$980,976.45**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	44	1	11/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	11/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	49	1	11/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	49	1	11/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	6	1	11/15/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	6	1	11/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	6	1	11/15/2024
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	3	1	11/15/2024
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	3	1	11/15/2024
BUNDLE - UNLIMITED	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	44	1	11/15/2024
BUNDLE - UNLIMITED	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	88	1	11/15/2024
Fleet 3 Advanced	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	28	1	11/15/2024
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	28	1	11/15/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	28	1	11/15/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	28	1	11/15/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	1	11/15/2024
BUNDLE - UNLIMITED	73309	AXON BODY - TAP REFRESH 1 - CAMERA	45	1	05/15/2027
BUNDLE - UNLIMITED	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	05/15/2027
BUNDLE - UNLIMITED	73310	AXON BODY - TAP REFRESH 2 - CAMERA	45	1	11/15/2029
BUNDLE - UNLIMITED	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	11/15/2029
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	28	1	11/15/2029
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	1	11/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	73638	AXON STANDARDS - LICENSE	44	12/15/2024	12/14/2029
BUNDLE - UNLIMITED	73680	AXON RESPOND PLUS - LICENSE	44	12/15/2024	12/14/2029
BUNDLE - UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	440	12/15/2024	12/14/2029
BUNDLE - UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	44	12/15/2024	12/14/2029
BUNDLE - UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	44	12/15/2024	12/14/2029
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	28	12/15/2024	12/14/2029
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	28	12/15/2024	12/14/2029
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	28	12/15/2024	12/14/2029
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	56	12/15/2024	12/14/2029
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	12/15/2024	12/14/2029
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	3	12/15/2024	12/14/2029
Fleet 3 Advanced Renewal	80402	AXON RESPOND - LICENSE - FLEET 3	3	12/15/2024	12/14/2029
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	12/15/2024	12/14/2029
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	44	12/15/2024	12/14/2029
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	44	12/15/2024	12/14/2029
A la Carte	73618	AXON COMMUNITY REQUEST	44	12/15/2024	12/14/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	12/15/2024	12/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	28
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	3
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	44
A la Carte	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	12/15/2024	12/14/2029
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	12/15/2024	12/14/2029
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	44	11/15/2025	12/14/2029
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	1	11/15/2025	12/14/2029
BUNDLE - UNLIMITED	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	6	11/15/2025	12/14/2029
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	28	11/15/2025	12/14/2029
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	28	11/15/2025	12/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1352 Johnson Blvd	South Lake Tahoe	CA	96150-8200	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	44	$18,482.59	$0.00	$18,482.59
Year 1	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$0.00	$0.00	$0.00
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	44	$6,121.37	$0.00	$6,121.37
Year 1	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3	$0.00	$0.00	$0.00
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	44	$6,121.37	$0.00	$6,121.37
Year 1	73618	AXON COMMUNITY REQUEST	44	$6,121.37	$0.00	$6,121.37
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	$6,121.37	$0.00	$6,121.37
Year 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	$52.32	$0.00	$52.32
Year 1	B00020	BUNDLE - UNLIMITED	44	$79,448.00	$1,878.43	$81,326.43
Year 1	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	3	$938.60	$81.29	$1,019.89
Year 1	Fleet3A	Fleet 3 Advanced	28	$78,091.46	$2,175.17	$80,266.63
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	3	$7,292.19	$140.57	$7,432.76
Year 1	H00001	AB4 Camera Bundle	44	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	$8,046.91	$704.09	$8,751.00
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($27,784.34)	$0.00	($27,784.34)
Total				**$189,053.21**	**$4,979.55**	**$194,032.76**

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$3,000.00	$0.00	$3,000.00
Invoice Upon Fulfillment	Fleet3ARe	Fleet 3 Advanced Renewal	3	$0.00	$0.00	$0.00
Total				**$3,000.00**	**$0.00**	**$3,000.00**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	44	$17,000.95	$0.00	$17,000.95
Year 2	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$0.00	$0.00	$0.00
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	44	$5,630.66	$0.00	$5,630.66
Year 2	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3	$0.00	$0.00	$0.00
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	44	$5,630.66	$0.00	$5,630.66
Year 2	73618	AXON COMMUNITY REQUEST	44	$5,630.66	$0.00	$5,630.66
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	$5,630.66	$0.00	$5,630.66
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	$48.12	$0.00	$48.12
Year 2	B00020	BUNDLE - UNLIMITED	44	$73,079.17	$1,727.86	$74,807.03
Year 2	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	3	$863.36	$74.77	$938.13
Year 2	Fleet3A	Fleet 3 Advanced	28	$71,831.34	$2,000.80	$73,832.14
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	3	$6,707.61	$129.30	$6,836.91
Year 2	H00001	AB4 Camera Bundle	44	$0.00	$0.00	$0.00

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Total				**$192,053.19**	**$3,932.73**	**$195,985.92**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	44	$17,000.95	$0.00	$17,000.95
Year 3	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$0.00	$0.00	$0.00
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	44	$5,630.66	$0.00	$5,630.66
Year 3	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3	$0.00	$0.00	$0.00
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	44	$5,630.66	$0.00	$5,630.66
Year 3	73618	AXON COMMUNITY REQUEST	44	$5,630.66	$0.00	$5,630.66
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	$5,630.66	$0.00	$5,630.66
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	$48.12	$0.00	$48.12
Year 3	B00020	BUNDLE - UNLIMITED	44	$73,079.17	$1,727.86	$74,807.03
Year 3	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	3	$863.36	$74.77	$938.13
Year 3	Fleet3A	Fleet 3 Advanced	28	$71,831.34	$2,000.80	$73,832.14
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	3	$6,707.61	$129.30	$6,836.91
Year 3	H00001	AB4 Camera Bundle	44	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Total				**$192,053.19**	**$3,932.73**	**$195,985.92**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	44	$17,000.95	$0.00	$17,000.95
Year 4	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$0.00	$0.00	$0.00
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	44	$5,630.66	$0.00	$5,630.66
Year 4	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3	$0.00	$0.00	$0.00
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	44	$5,630.66	$0.00	$5,630.66
Year 4	73618	AXON COMMUNITY REQUEST	44	$5,630.66	$0.00	$5,630.66
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	$5,630.66	$0.00	$5,630.66
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	$48.12	$0.00	$48.12
Year 4	B00020	BUNDLE - UNLIMITED	44	$73,079.17	$1,727.86	$74,807.03
Year 4	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	3	$863.36	$74.77	$938.13
Year 4	Fleet3A	Fleet 3 Advanced	28	$71,831.34	$2,000.80	$73,832.14
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	3	$6,707.61	$129.30	$6,836.91
Year 4	H00001	AB4 Camera Bundle	44	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Total				**$192,053.19**	**$3,932.73**	**$195,985.92**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	44	$17,000.95	$0.00	$17,000.95
Year 5	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$0.00	$0.00	$0.00
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	44	$5,630.66	$0.00	$5,630.66
Year 5	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3	$0.00	$0.00	$0.00
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	44	$5,630.66	$0.00	$5,630.66
Year 5	73618	AXON COMMUNITY REQUEST	44	$5,630.66	$0.00	$5,630.66
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	44	$5,630.66	$0.00	$5,630.66
Year 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	$48.12	$0.00	$48.12
Year 5	B00020	BUNDLE - UNLIMITED	44	$73,079.17	$1,727.87	$74,807.04

Nov 2028						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	3	$863.36	$74.77	$938.13
Year 5	Fleet3A	Fleet 3 Advanced	28	$71,831.34	$2,000.78	$73,832.12
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	3	$6,707.61	$129.32	$6,836.93
Year 5	H00001	AB4 Camera Bundle	44	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Total				**$192,053.19**	**$3,932.74**	**$195,985.93**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-319546, Q-354956, Q-394972, Q-428493, Q-481354, Q-494102, Q-595512

Agency is terminating those contracts effective 12/15/2024 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -$19,737.43

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Contingent on paying invoice INV-308658 - 7/15/2024 - $31,763.37. Contingent on paying pending invoices Q-394972 - 8/1/2024 - $4,369.70; Q-428493 - 8/1/2024 - $468.00; Q-595512 - 8/1/2024 - $8,299.49

100% discounted body-worn camera, docking station, and fleet camera kit hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00029351. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

7/19/2024



City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: September 10, 2024

Agenda Item #:26

Agenda Item: Agenda Planning Calendar

Executive Summary: The attached Agenda Planning Calendar outlines a preliminary schedule for future City Council meeting agenda items.

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 and Susan Blankenship, City Clerk

Attachments:

APC - 09 05 2024.pdf

2024 Agenda Planning Calendar (Updated 09 05 2024)

Department		Agenda Item	Agenda Section
Sept. 24, 5:30 p.m STJPPFA	**City Attny**	Award Third Party Administrator Contract for Workers Comp	Consent
		MOU with CTC	NB
	City Clerk	City Council Compensation Ordinance (First Reading)	NB
		Council Member Appiontment/Oath/Pro-Tem Selection/Assignments List	NB
		City Council Boards & Commissions Appointments to Vacancies	NB
	City Manager	Comprehensive Energy Services Contract	NB
	Dev Services	TEFRA Notice and Resolution - Sugar Pine Village Phase 1B	NB
	Finance	Quarterly Budget and Financial Status Report as of June 2024	Consent
		Investment Portfolio Report as of June 2024	Consent
	Parks & Rec	Award of Skate Park Renovation Contract	NB
	Police	City Allocated Position Amendment	Consent
	Public Works	Johnson Blvd. Complete Street Planning Grant Application	Consent
		Award of PSA Pavement Design Services	Consent
		Amendment to CDM Smith Agreement for Pioneer Trail Phase II	Consent
		TRPA and Rec Facilities JPA Funding for the Bijou Park Connector	Consent

2024 Agenda Planning Calendar (Updated 09 05 2024)

		Award of Bellamy Parking Garage Phase 2	Consent
		Award of PSA for Dennis Machida Greenway	Consent
		Vision Zero Resolution	Consent
Oct. 15, tbd	**BOS/City Council Special Joint Meeting**		
Oct. 22, 5:30 p.m.	**City Clerk**	City Council Compensation Ordinance (Second Reading)	Consent
	Dev Services	Emp Housing Outreach Update & Emp Housing Signage Ord (First Readin	NB
		TAU Discussion	NB
	Finance	GAAN Limit	Consent
		Energy Services Contract Financing	UB
		Fiscal Year 2023-2024 Budgeted Funds Re-appropriation	Consent
	HR	Approval of City Salary Table	Consent
Nov. 5, 9 a.m.	**Various**	City Council Commissions and Boards Annual Reports	Consent
	City Clerk/CM	2025 City Council Meeting Schedule	Consent
	Dev. Services	Radon - Jeff Minor	Presentation
		City/CTC land exchange agreement	Consent
		Emp Housing Outreach Update & Emp Housing Signage Ord (Second Rea	Consent

2024 Agenda Planning Calendar (Updated 09 05 2024)

		Quarterly Housing Report	Consent
		Inclusionary Housing In-Lieu Fee Update	Consent
	Finance	TID Annual Report	NB
	Public Works	Award of Tahoe Valley Greenbelt Phase II	Consent
		Award Upper Bijou Park Creek Contract	Consent
		Speed Limit Adoption for Local Roads and Designation of Safety Corridors	NB
		Residential Parking Permit for Lakeside Park Assoc.	NB
Nov. 19, 5:30 p.m. STRSA	**Finance**	Annual ROPS approval	STRSA Consent
	Pub Works	STR Rate Adjustment	PH
Dec. 10, 5:30 p.m.	**City Clerk**	Certification of Election	NB
		Outgoing Councilmember Recognition	Recognition
		Oaths of Office	Oath
		City Council Re-Organization	NB
	Finance	Quarterly Budget and Financial Status Report as of September 2024	Consent
		Investment Portfolio Report as of September 2024	Consent
Unscheduled/Pending			

2024 Agenda Planning Calendar (Updated 09 05 2024)

City Clerk	Records Management Policy (Updated) 1/2025
City Manager	Barton Community Health Needs and Harm Reduction Update
	Organics Diversion Program
	Tax Sharing Resolution (AB 8) Clean-Up Annexation
	EV Charging Parking Ordinance
	Establishing an EV Charging Rate for the City's Public EV Chargers
	Community Choice Aggregation Feasability Analysis
Dev Services	Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation
	Workbench Contract Award
	Disparate Impact Analysis Findings about Local Preference Ordinance
	Discussion: Second Home Cap/Permit Options
	Building Code Appendix AW adoption-3D printed structures
Finance	Disolution STJPPFA
Parks & Rec	Events and Facitilies Naming Rights Discussion
Police	2024 Update to Parking Fees in the Bellamy Parking Garage
Public Works	Award High Priority Pipe Replacement Project

2024 Agenda Planning Calendar (Updated 09 05 2024)

	Award James-Eloise Drainage Upgrade
	Award of Pioneer Safety HSIP Project
	Award of PD Roof Replacement
	TTD US 50 Plans Presentation
	Award Pioneer Trail Phase II Project
	Award Lakeview and Ski Run Electrical Upgrades
	Harrison Ave/Stateline Transit Station Parking Enforcement