City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, April 23, 2024 at 5:30 pm
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Cody Bass, Mayor
John Friedrich, Mayor Pro Tem
Cristi Creegan, Councilmember
Tamara Wallace, Councilmember
Scott Robbins, Councilmember

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

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us06web.zoom.us/j/85765696862
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: 857 6569 6862 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

Proclamation

1. Proclamation Recognizing April 2024 as "Sexual Assault Awareness Month"
   Requested Action / Suggested Motions: Issue a Proclamation to Live Violence Free recognizing April 2024 as "Sexual Assault Awareness Month".
   Item 1- Executive Summary.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.

2. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the March 26, 2024, Regular City Council meeting minutes.
Responsible Staff Member(s): Susan Blankenship, City Clerk
Item 2- Executive Summary.pdf
03 26 2024 Meeting Minutes.pdf

3. Ratification of Contract Amendment No. 6 with Jviation for Engineering Services and Construction Management for Pavement Maintenance
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute Ratification of Amendment No. 6 to Professional Services Agreement with Jviation in an amount not to exceed $192,115.40 for design and construction management work on the Pavement Maintenance Rehabilitation Project.
CEQA Determination: The project is exempt from review under CEQA Guidelines section 15301(d) (Existing Facilities â€“ restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety).
Responsible Staff Member(s): John Dickinson, Airport Manager
Item 3- Executive Summary.pdf
01-Staff Report- Amendment No. 6 to Jviation Agreement
02-Resolution-Jviation Amendment 6
03-Amendment 6 to Jviation Agreement (Exh. A to Reso).pdf
04-C-103-2022 Jviation

4. Purchase Order with Lehr for Electronics, Equipment, and Installation in Three Police Vehicles
Requested Action / Suggested Motions: Pass a motion authorizing the Chief of Police or their designee to issue a Purchase Order for the purchase of police vehicle electronics, equipment, and installation from Lehr using existing budget appropriations up to $106,339.47
Responsible Staff Member(s): Jeff Roberson, Lieutenant
Item 4- Executive Summary.pdf
01-Staff Report - Police Vehicle Electronics and Equipment Package Purchase.docx
02-Sales Quote - Lehr 2024 Tahoe Single Patrol Unit.pdf
03-Lehr-Placer County Cooperative Purchasing Agreement

5. Transfer of Surplus Police Radios to El Dorado County Sheriff's Office
Requested Action / Suggested Motions: Pass a Resolution authorizing the Police Department to transfer surplus mobile radios to the El Dorado County Sheriff's Officer for the purpose of communication compatibility and interoperability with the new Police Department primary channel.
Responsible Staff Member(s): Jeff Roberson, Lieutenant
Item 5- Executive Summary.pdf
01-Staff Report - Surplus Police Radio Donation.docx
2-Resolution 2024 PD Surplus Radios to EDSO.docx

6. 2024 Memorandum of Understanding with Lake Tahoe Unified School District to Fund the Park Ranger Coordinator Program
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a 2024 Memorandum of Understanding (MOU) with the Lake Tahoe Unified School District and accepting $21,000 of additional grant funds to support funding a Park Ranger Coordinator position for the period of January 1, 2024, through May 30, 2024, from the remaining funds from the 2022 MOU.
Responsible Staff Member(s): John Stark, Director of Parks & Recreation
Item 6- Executive Summary.pdf
01-Staff Report - LTUSD MOU for Park Ranger Coordinator.docx

02-Resolution - MOU with LTUSD.docx
03-MOU with LTUSD (Exh. A to Reso).docx
04-C-138-2022 LTUSD MOU.pdf

7. Public Works Department Annual Report 2023
Requested Action / Suggested Motions: Receive and File.
Responsible Staff Member(s): Anush Nejad, Director of Public Works
Item 7- Executive Summary.pdf
01-Staff Report - Annual Report 2023.docx
02- Annual Report 2023.pdf

8. Ordinance - Prezoning and Amendment of City Code Chapter 6.55, Article II (Plan Area Maps and Statements) for Cleanup Annexation Scenario (Second Reading)
Requested Action / Suggested Motions: Pass an Ordinance approving the prezoning of 90 parcels located within the City Sphere of Influence in El Dorado County for subsequent annexation of such properties and amending South Lake Tahoe City Code Title 6, Chapter 6.55, Article II (Plan Area Maps and Statements)
CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15319 (Annexation of Existing Facilities and Lots for Exempt Facilities).
Responsible Staff Member(s): John Hitchcock, Planning Manager
Item 8- Executive Summary.pdf
01 - Staff Report - Clean Up Area Annexation.docx
02 - Annexation Map Cleanup Area
03 - Ownership by Property Owner Map
04 - TRPA PAS Land Use Zoning Designations
05 - Pre-Zone Land Use Designations
06 - Chapter 6.55 Ordinance Redlined
07 - Ordinance Annexation of 90 Parcels Second Reading
08 - City Council Resolution 2024-040 General Plan Amendment
09-City Council Resolution 2024-041 Annexation Initiation.pdf
10 - Proof of Mailing
11 - Tribune Public Notice.pdf
12 - Planning Commission Resolution 2023-016

9. Ratification of Amendment No. 1 to the Agreement with BPR Consulting for Building Permit Reviews for the Multi-Generational and Aquatic Center Project
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Ratification of Amendment No. 1 to Agreement with BPR Consulting Group extending the term until June 30, 2026, and adding $60,000 for a total amount not to exceed $102,800 to complete the plan check and deferred submittal process.
CEQA Determination: On January 18, 2022, City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file #2021120206). This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines section 15162.
Responsible Staff Member(s): Ricky Riddle, Construction & Facilities Program Manager and Jeremy Harrison, Building Official
Item 9- Executive Summary.pdf
01-Staff Report - Amendment No. 1 to BPR Agreement.docx
02-Ratification of Amendment No. 1 to Agreement with BPR.pdf
03-C-045-2022 BPR Consulting.pdf

10. Drainage Easement Acquisition at 3740 Blackwood Road for the Upper Bijou Park Creek Watershed Restoration Project
Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to

execute the Purchase Agreement with Heavenly Estates MHC LLC for a Drainage Easement Acquisition at 3740 Blackwood Road for a total amount of $117,780, for the Upper Bijou Park Creek Watershed Restoration Project
CEQA Determination: The Planning Commission adopted the Initial Study/Mitigated Negative Declaration for the Project on November 19, 2020, and 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-BUPC Acquisition.docx
02-Resolution-Purchase Agreement.docx
03-Purchase Agreement Heavenly Estates (Attachment to Reso).pdf
04-Grant Easement.pdf
05-Res 2022-066 Lake Tahoe Restoration Act Funding.pdf

11. Authorization to Accept and Appropriate the $800,000 California Tahoe Conservancy Planning Grant for the Dennis Machida Memorial Greenway Trail Phase 1C
Requested Action / Suggested Motions: Pass a Resolution accepting and appropriating a California Tahoe Conservancy Planning Grant in an amount of $800,000 for the Dennis Machida Memorial Greenway Trail Phase 1C, and authorizing the Director of Pubic Works to execute and submit all documents for the completion of the project.
CEQA Determination: Acceptance of this grant is statutorily exempt from review under CEQA Guidelines section 15262 (planning and feasibility studies).
Responsible Staff Member(s): Jason Burke, Complete Streets Program Manager and Stephen Anderjack, Associate Civil Engineer
Item 11- Executive Summary.pdf
01-Staff Report-CTC Grant Acceptance.docx
02-Resolution - CTC Grant Acceptance.docx
03-CTA23018L Agreement.pdf
04-CTC Resolution 23-12-06.pdf

12. Quarterly Update on the Affordable Housing Waitlist
Requested Action / Suggested Motions: Receive and file.
Responsible Staff Member(s): Lydia Zuniga, Associate Management Analyst
Item 12- Executive Summary.pdf
01-Staff Report - Quarterly Update.docx

13. Agreement with Eide Bailly, LLP for Independent Audit Services for Fiscal Years 2023-2024 through 2025-2026 with Two Optional One-Year Extensions
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the agreement with Eide Bailly for Independent Audit Services for Fiscal Years 2023-2024 through 2025-2026 with two optional one-year extensions, with the not-to-exceed amounts for the first three years, including one Single Audit Program, of $110,000, $114,950, and $120,122 respectively.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 13- Executive Summary.pdf
01-Staff Report Audit Services 2024-2026.docx
02 - Eide Bailly Proposal.pdf
03 - PSA Eide Bailly.pdf
04 - CSLT 2024 Engagement Letter.pdf

Public Hearing

14. Application from HVR Acquisitions LLC for Tourist Core Area Plan/Specific Plan Amendments to Rezone a Portion of Assessor's Parcel Number. 029-441-024 From Recreation to Tourist Center

Mixed-Use
Requested Action / Suggested Motions: City Council is asked to either: 1) Pass a Resolution adopting the proposed Tourist Core Area Plan/Specific Plan Amendments and adopting the Initial Study/Mitigated Negative Declaration; or 2) Pass a Resolution denying the proposed Tourist Core Area Plan/Specific Plan Amendments.
CEQA Determination: On March 21, 2024, the Planning Commission adopted an Initial Study/Mitigated Negative Declaration for the project, which City Council is also being asked to adopt.
Responsible Staff Member(s): John Hitchcock, Planning Manager
Item 14- Executive Summary.pdf
01-Staff Report - Tourist Core Area Plan.docx
02-Plan Area Statement 089B AND 091.pdf
03-Proposed Text Changes.pdf
04-Proposed Zoning.pdf
05-TCAP HVR Amendment NOA and NOI.pdf
06-Proof_of_Mailing.pdf
07-Draft Resolution Adopting IS/MND and Approving TCAP Amendment.docx
08-TCAP Amendment (Exh. 1 to Reso Approving).pdf
09-FINAL IS/MND.pdf
10-DRAFT IS/MND.pdf
11-Draft Resolution Denying TCAP Amendment.docx
12-PC Resolution 2024-005 ISMND Adoption.pdf
13-PC Resolution 2024-006 TCAP Recommend Adoption.pdf
14-CC Public Notice Tribune Proof.pdf

Regular-Unfinished Business

15. Update on Parking Restrictions in Heavenly Valley Neighborhoods, Heavenly Parking Agreement, and Heavenly Area Annexation
Requested Action / Suggested Motions: 1) Receive updates; and 2) Pass a Resolution replacing Resolution 2023-104 to amend the seasonal or permanent no parking restrictions on certain streets in the Heavenly Valley Neighborhood.
CEQA Determination: The changes to on-street parking regulations are exempt from review under CEQA Guidelines section 15301 (Existing Facilities).
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 15- Executive Summary.pdf
01-Staff Report
02-Resolution 2023-104 Revisions to Heavenly Valley Neighborhood Traffic and Parking Plan
03-C-245-2023 Amendment 1 to Heavenly Parking Agreement
04-Resolution - Parking Program Revisions
05-Revised Parking Map (Exh. A to Reso)

16. Chateau at the Village Project Update and Appropriation of Funds for Economic Development and Real Estate Consultant Services
Requested Action / Suggested Motions: Pass a Resolution appropriating $100,000 from available General Fund Undesignated Excess Reserves for the purpose of funding economic development and real estate consulting services.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 16- Executive Summary.pdf
01-Staff Report.docx
02 - Resolution Appropriating Budget.docx

Regular-New Business

17. Local Minimum Wage

Requested Action / Suggested Motions: Pass a Motion directing the City Manager to either: 1) initiate a public process to explore a potential local minimum wage ordinance; or 2) take no action related to establishing a local minimum wage.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager
Item 17- Executive Summary.pdf
01-Staff Report

18. Motel 6 and Sunray Motel Update
Requested Action / Suggested Motions: Receive and File.
Responsible Staff Member(s): Zach Thomas, Director of Development Services
Item 18- Executive Summary.pdf
01 - Staff Report - Motel 6 and Sunray Motel.docx
02 - 2659 Lake Tahoe Blvd Non Compliance Letter Jan 2024.pdf

Agenda Planning Calendar

19. Agenda Planning Calendar
Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall begiven to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joe Irvin, City Manager and Susan Blankenship, City Clerk
Item 19- Executive Summary.pdf
APC - 04 18 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 April 23, 2024 City Council meeting was posted and available for review on Thursday, April 18 at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City's website at https://www.cityofslt.us.
Signed April 18, 2024 \\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:1

Agenda Item: Proclamation Recognizing April 2024 as "Sexual Assault Awareness Month"

Requested Action / Suggested Motions: Issue a Proclamation to Live Violence Free recognizing April 2024 as "Sexual Assault Awareness Month".

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:2

Agenda Item: City Council Meeting Minutes

Requested Action / Suggested Motions: Pass a Motion approving the March 26, 2024, Regular City Council meeting minutes.

Responsible Staff Member: Susan Blankenship, City Clerk

Attachments:

03 26 2024 Meeting Minutes.pdf

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, March 26, 2024 at 5:30 pm
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

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

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

Call to Order/ Pledge of Allegiance
At 5:32 p.m. Mayor Bass called the meeting to order. Mayor Bass then led the pledge of allegiance to the flag.

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

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

Closed Session Report- March 26, 2024 4:45 pm

1. **Conference with Real Property Negotiators. Gov. Code section 54956.8.**
   Property: Acquisition of temporary construction easements over portions of 1175 Wildwood Ave #A, 3601, 3609, 3721, 3725, and 3739 Pioneer Trail; and acquisition of a permanent easement over a portion of 1101 Keller Rd.
   Agency negotiator: Anush Nejad, Director of Public Works.
   Negotiating parties: Jeff Langham and Danny Langham; Eleni Stratigopoulos, Trustee of the Eleni Stratigopoulos 1996 Inter Vivos Trust; Katherine P. Leles, Trustee of the Nicholas J. Leles and Katherine P. Leles 1996 Inter Vivos Trust; Nicholas M Vriheas and Vicky S. Vriheas, Trustees of the Nicholas M. Vriheas and Vicky S. Vriheas 2009 Revocable Living Trust; Miram Castrillo; Joe Masuen and Diana Masuen; Jon Christian Lysons and Christopher Neil Lysons; Alecia Rutledge; and Timm Wulff.
   Under negotiation: Purchase price and terms of payment.
   Action: No reportable action.

Public Communications
Public Comment was heard from the following people:

1. Duane Wallace, South Tahoe Chamber of Commerce- Public Dock Ordinance 2021-1154
2. Tom Millham- Thank you to Chiefs Drennan and Stevenson for attending Kiwanis Club Fentanyl Public Forum
3. Brian Steele, Tahoe by Design- Public Dock Ordinance 2021-1154
4. Ryn Muat, LTVA- Support and promotion of single-use plastic water bottle ban

5. Nigel Wheeler- Public Dock Ordinance 2021-1154
6. John Ogle- Public Dock Ordinance 2021-1154
7. Ed Mosur- Washoe Tribe inclusion in TRPA Compact organization, demolition of Motel 6 (oppose)
8. Amelia Richmond- Residential Vacancy Tax (support)
9. John Messina- Residential Vacancy Tax (oppose)
10. Alex Imhoff- Residential Vacancy Tax (oppose)
11. Lou Perini- Affordable housing in Douglas County
12. Stacey Ballard- Councilmembers and City Manager "Disability Experience" participation, Residential Vacancy Tax (support)
13. Nancy Young- Residential Vacancy Tax (oppose)
14. Angie Reagan, Access Tahoe- Councilmembers and City Manager "Disability Experience" participation, Residential Vacancy Tax (support)

Written Public Comment was received from the following person:

1. David Jinkens- Demolition of Motel 6 (oppose)

City Commission and Student Advisory Reports

Peter Fink, Parks and Recreation Commission- Provided verbal report.

Consent Agenda

Note: Item 2 was pulled from consent by Councilmember Robbins.
Action: Moved/Seconded: Wallace/ Robbins
Yes: Bass, Friedrich, Creegan, Wallace, Robbins
Action: Passed consent agenda, excluding Item 2

1. **City Council Meeting Minutes**
   Action: Passed **Motion 2024-036** approving the March 12, 2024 City Council meeting minutes.

2. **2023-2024 Master Fee Schedule**
   Action: Moved/Seconded: Robbins/Friedrich
   Yes: Bass, Friedrich, Creegan, Wallace, Robbins
   Action: Passed **Resolution 2024-033** adopting the Annual Master Schedule of Fees and Charges for City Services, with the following amendment: As it pertains to "Advanced Basic Life Support Fee" also known as a First Responder Fee, the Fire Chief's office has discretionary authorization to waive fees under the following criteria: 1) Patients relying on government sponsored insurance plans such as Medicare, Medicaid and Medi-Cal. 2) Patients demonstrating a financial burden such as those on fixed income; 3) Patients who petition for a fee waiver for other exigent circumstances may request a waiver with final decision by the Fire Chief. Understanding that the fees in place are for cost recovery purposes and that these services are "not for profit". City Council provided direction to staff to bring back a discussion on lowering fees for Recreaton Center usage.
   Public Comment was heard from the following person:
   1. Tamoogan Incbayer

   Written Public Comment was received from the following person:
   1. Seth Dallob

3. **Accessory Dwelling Unit Ordinance Amendment (Second Reading)**
   Action: Passed **ORD 2024-1183** amending South Lake Tahoe City Code Section 6.85.050, Accessory Dwelling Units.
   Public Comment was heard from the following person:
   1. Josh

4. **Ordinance Amending City Code Chapters 4.60 and 4.65 Regarding Public Nuisances Consisting of Abandoned Structures (Second Reading)**
   Action: Passed **ORD 2024-1182** amending South Lake Tahoe City Code Title 4, Chapters 4.60 (Nuisances consisting of abandoned or substantially damaged non dwelling structures) and 4.65 (Nuisances consisting of abandoned or substantially damaged dwelling structures) to include structures that are in a partial state of construction in the definition of abandoned building and to create consistency in remedying nuisances associated with non dwelling and dwelling structures.

5. **Ordinance Amending Chapter 4.185 of the South Lake Tahoe City Code (Shared Mobility Devices) to Modify Parking Restrictions (Second Reading)**
   Action: Passed **ORD 2024-1184** amending Chapter 4.185 to the South Lake Tahoe City Code regarding regulation of shared mobility devices.
   Public Comment was heard from the following person:
   1. Ed Mosur

6. **Amendment No. 2 to Agreement with On Course Events for Live at Lakeview Summer Concert Series Increasing City Contribution to $20,000 for 2024**
   Action: Passed **Resolution 2024-034** authorizing and directing the Mayor to execute Amendment No. 2 to Agreement with On Course Events **(C-049-2024**), appropriating additional $10,000 from General Fund Undesignated Excess Reserves, and increasing funding to $20,000 per year for 2024 to produce Live at Lakeview Summer Concert Series
   Written Public Comment was received from the following person:
   1. Heidi Hill-Drum, Tahoe Prosperity Center.

7. **Lakeview Commons Recreation Concessionaire Agreement with Tahoe City Kayak & Paddleboards**
   Action: Passed **Motion 2024-037** authorizing and directing the Mayor to execute an agreement with Tahoe City Kayak & Paddleboards **(C-050-2024)** to operate the Lakeview Commons recreation concession for a three-year term beginning May 1, 2024, with the option to extend the agreement for three one-year terms.
   Public Comment was heard from the following person:
   1. Duane Wallace

8. **Reimbursement Agreement with El Dorado County for Purchase of two Teal 2 Unmanned Aircraft Vehicles (UAV) Using 2019 and 2021 Homeland Security Grant Funds**
   Action: Passed **Resolution 2024-035** authorizing and directing the Mayor to execute a funding reimbursement agreement **(C-051-2024, C-060-2024)** with El Dorado County in the amount of $31,247.46 for the purchase of Qty 2 Teal 2 Unmanned Aircraft Vehicles (UAV) at the estimated cost of $31,132.63, appropriating funding in the FY 2023-2024 budget, authorizing purchase of the equipment from Teal Drones, LLC, and authorizing the City Manager to sign and submit all necessary documents for the completion of the grant scope.

9. **Law Enforcement Specialized Unit Grant – Domestic Violence Programs**
   Action: Passed **Resolution 2024-036** ratifying grant application, authorizing and directing the Mayor to execute the grant agreement **(C-052-2024)**, and authorizing receipt of grant funds from the California Office of Emergency Services (CalOES) in support of the South Lake Tahoe Police Department and Live Violence Free through the Law Enforcement Specialized Unit Grant sub-award LE23 07 7994 for calendar year 2024 in an amount up to $203,142.

10. Contract with Cadence Team, Inc. to Purchase Police Department Server Upgrade, Disaster Recovery Site, and Video Storage Solution

Action: Passed **Resolution 2024-037** authorizing and directing the City Manager to execute a purchase contract with Cadence Team, Inc. through CMAS cooperative purchasing agreement for the purchase of hardware and software for the Police Department to upgrade existing server infrastructure, establish disaster recovery Site, and enhance video storage solution of for a total amount not to exceed $230,940.24, and appropriating $230,941 from Proposition 172 Police Safety Sales Tax available fund balance

11. Purchase Order with Holt of California for Grader Repair

Action: Passed **Motion 2024-038** authorizing and directing the City Manager to execute a sole source Purchase Order **(C-054-2024)** with Holt of California for snow grader repair for an amount of $78,307.93.

12. Reapproval of City Salary Tables

Action: Passed **Resolution 2024-038** reapproving City Salary Tables.

13. Revisions to Compensation and Benefits Package for Unrepresented Employees to Replace Cash Distributions to Certain Employees with Cost of Living Increases, and to Update Paid Time Off, Public Safety Uniform pay, and Strike Team Response Policies

Action: Passed **Resolution 2024-039** approving revisions to the compensation and benefits package for unrepresented employees, including the elected City Clerk.

Public Comment was heard from the following person:

1. John Messina

Regular-New Business

14. Pre-Zoning, General Plan Amendment, and Initiation of Proceedings for Cleanup Annexation Scenario

Action: Moved/Seconded: Wallace/Robbins

Yes: Bass, Friedrich, Creegan, Wallace, Robbins

Action: : 1) Passed **Motion 2024-039** to hold first reading (by title only) of an Ordinance pre-zoning 90 parcels located within the City Sphere of Influence in El Dorado County for subsequent annexation of such properties and amending South Lake Tahoe City Code Title 6, Chapter 6.55, Article II (Plan Area Maps and Statements), and refer second reading and adoption to April 23, 2024; 2) Passed **Resolution 2024-040** adopting an amendment to the General Plan LU-1, Land Use Diagram; and 3) Passed **Resolution 2024-041** initiating proceedings for the annexation of such properties.

Public Comment was heard from the following people:

1. Lou Perini
2. Scott Monerick
3. Josh Atkins
4. Ed Mosur
5. Peter and Karen Fink
6. Mike Vollmer, Executive Director for Tahoe Resource Conservation District
7. Janice Atkins
8. Brandy Brown
9. Judi Allen

Written Public Comment was received from the following people:

1. Judi Allen (2)
2. Ouida Garms
3. Tahoe Resource Conservation District
4. Scott Robertson

5. Bryan Johansen
6. Karen Johansen

15. Purchase of Various Equipment for Snow Removal and Public Works/Parks Maintenance

Action: Moved/Seconded: Wallace/Friedrich
Yes: Bass, Friedrich, Creegan, Wallace, Robbins
Action: Passed **Motion 2024-040** authorizing the City Manager to purchase:
1) Two (2) John Deer Graders from Pape Machinery for $581,726.65 each **(C-055-2024)**; 2) One (1) Boom Truck from Altec, Inc. for $179,014.34 **(C-056-2024)**; 3) One Brine Master from C&H Outdoor, LLC (Sno-Biz) for $33,286.81**(C-057-2024)**; 4) One (1) E32 Bobcat Excavator from Bobcat of Sacramento for $53,616.53 **(C-058-2024)**; 5) One (1) Bobcat UW 56 Toolcat Utility Work Machine from Bobcat of Sacramento for $99,344.76 **(C-059-2024)** for Public Works and Parks Departments, all through Sourcewell Cooperative Agreements, per South Lake Tahoe City Code section 3.45.090 (Cooperative Purchasing).

16. Ratification of Prohousing Incentive Grant Application to California Department of Housing and Community Development for the Bear's Den Rehabilitation and the Affordable Housing Project at 3900 and 3908 Lake Tahoe Boulevard

Action: Moved/Seconded: Robbins/Creegan
Yes: Bass, Friedrich, Creegan, Wallace, Robbins
Action: Passed **Resolution 2024-042** ratifying the grant application and authorizing the City Manager to accept funds from the California Department of Housing and Community Development for Prohousing Incentive Program up to $120,000 for the Bear's Den rehabilitation and up to $500,000 for the affordable housing project at 3900 and 3908 Lake Tahoe Boulevard, for a total amount not to exceed $620,000.

Agenda Planning Calendar

17. Agenda Planning Calendar

Action: Bass request for a Pride Month Resolution (Robbins seconded)
Action: Robbins request for Charter Fishing and use of Public Dock Ordinance discussion (Wallace seconded)

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

City Clerk Blankenship

1. Proclamation request from Live Violence Free recognizing April as Sexual Assault Awareness Month (Council provided consensus)

City Manager Irvin

1. Community Survey
2. Single-use plastic water bottle ban effective April 22
3. New online revenue collection and payment system

Councilmember Reports and Comments

Councilmember Creegan

1. Attended LTUSD 2x2
2. Attended Clean Tahoe Board meeting

Councilmember Wallace

1. Attended Clean Tahoe Board meeting
2. California Tahoe Conservancy report on Motel 6 demolition

Councilmember Robbins
1. Attended State of the School District event

Mayor Pro Tem Friedrich
1. Attended LTUSD 2x2
2. Attended CivicWell Conference in Yosemite

Mayor Bass
1. Lobbied in Washington DC for an extension to the Lake Tahoe Restoration Act
2. Attended National League of Cities Conference

Adjournment
At 7:57 p.m. Mayor Bass adjourned the meeting.

_____ 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: April 23, 2024
Agenda Item #:3

Agenda Item: Ratification of Contract Amendment No. 6 with Jviation for Engineering Services and Construction Management for Pavement Maintenance

Executive Summary: This ratification of a contract amendment is for Jviation (Woolpert) to continue to perform design and in the future perform construction management work on the Pavement Maintenance Rehab Project. The project is looking to be awarded by the FAA in the summer 2024 and possibly starting and completing work before October 2024. All funding will be awarded from the Airport Enterprise Fund and other funding sources not including General Funds.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute Ratification of Amendment No. 6 to Professional Services Agreement with Jviation in an amount not to exceed $192,115.40 for design and construction management work on the Pavement Maintenance Rehabilitation Project.

Responsible Staff Member: John Dickinson, Airport Manager

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. 6 to Jviation Agreement
02-Resolution-Jviation Amendment 6
03-Amendment 6 to Jviation Agreement (Exh. A to Reso).pdf
04-C-103-2022 Jviation

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

Meeting Date: April 23, 2024

Title: Ratification of Amendment No. 6 to Professional Services Agreement with Jviation (Woolpert) for the Pavement Maintenance Project and Appropriation of Funds

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

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

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 were initially constructed in the 1950s. Runway 18/36 was last reconstructed in 2008. 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 Runway 18/36 is currently estimated at a 72 (satisfactory), the PCI for Taxiway A and adjoining taxiway connectors is estimated at a 54 (poor), and the PCI for the general aviation apron ranges from 54 to 85 (poor to satisfactory). The currently airfield pavements are showing distresses such as alligator cracking, longitudinal cracking, transverse cracking, and joint cracking. Since the Runway 18/36 rehabilitation is not scheduled for construction until 2028 and 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 the design, bidding, and construction of 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 an 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 useful life. The pavement maintenance project is being designed by Consultant Woolpert and will be constructed in accordance with current requirements, regulations, rules, policies, grant assurances, and Advisory Circulars (ACs). The project will also consist of the procurement of runway closure markers for this project and future projects.

On February 1, 2022, the City Council awarded a 5-Year Master Professional Service to a team led by Jviation for Airport Architectural, Engineering, Construction Management, & Airport DBE Compliance Support Services ending May August 15, 2027. The Master Professional Services contract award followed a competitive bidding process in accordance with the City of South Lake

Tahoe and FAA procurement policies. Jviation began working on the design covered by the scope of work on January 22nd 2024 at the direction of the Airport Manager, so staff is requesting that City Council ratify Amendment 6 and make it effective as of that date.

Project Goals
The goal of the Pavement Maintenance Project is to mitigate pavement cracking, provide a surface treatment resistant to UV rays, water and oxidation, and extend the existing airfield pavement useful life. The existing pavement is currently in poor to satisfactory condition and not scheduled to be rehabilitated or reconstructed until 2028-2030.

Issue and Discussion: The Airport plans to issue an amendment to Jviation contract for new professional services for the design, bidding, and construction management of the Pavement Maintenance project. 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 10% match from a combination of state or local sources. The California Transportation Commission, pursuant to the Public Utilities Code section 21683.1, provides grants of 4.5% of Federal Aviation Administration grants to airports as matching funds, certifying local funding availability of 5.5% of total project costs.

Staff Recommendation:

Pass a Resolution approving and authorizing the Airport Manager to ratify the amendment to professional services agreement with Jviation for the design, bidding, and construction management of the Pavement Maintenance Project in the amount of $192,115.40 for the Design, Bidding, and Construction Management once complete. City Council approved for the Airport to apply for Federal Funding back in January, which the Airport is currently looking to bring back this award in June for approval. This funding will reimburse the Airport for 90% of Jviation's work. Also, the Airport is looking to award the Contractor during June to perform the work needed. All funding sources will be within the Airports Enterprise Fund, FAA Funding, or State Funding. No General Funds will be used.

Financial Implications: Authorize Finance Director to appropriate budget to be reimbursed once the FAA and Caltrans grants are received in account# 50180050 as follows:

2024 AIP Grant: Lake Tahoe Airport Pavement Maintenance
Not to exceed $192,115.40 which will be pulled from the
airports cash balance into 50180050

- 90% FAA AIP Grant Participation will be brought forth for budget appropriation upon final contract award.
- 4.5% State funding will be brought forth with FAA funding acceptance.

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

April 23, 2024

Ratifying Contract Amendment 6 for Engineering Services and Construction Management for Pavement Maintenance Project, and Appropriation of funds from Airport Fund Balance

BACKGROUND

A. The South Lake Tahoe Airport (Airport) desires to design, bid, and construct the Pavement Maintenance project on Taxiway A, Taxiway Connectors, and the General Aviation Apron.
B. The goal of the Pavement Maintenance project is to mitigate pavement cracking, provide a surface treatment resistant to UV rays, water and oxidation, and extend the existing airfield pavement useful life. The currently airfield pavements are showing distresses such as alligator cracking, longitudinal cracking, transverse cracking, and joint cracking. 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 an asphalt-based surface treatment, and application of pavement markings. The existing pavement is currently in poor to satisfactory condition and not scheduled to be rehabilitated or reconstructed until 2028-2030.
C. The Airport wishes to contract with Jviation, A Woolpert Company for the development of all necessary documents for the design, bidding, and construction management of the Pavement Maintenance project to ensure compliance with all City of South Lake Tahoe requirements and Federal Aviation Administration grant assurances. Jviation started work under this Amendment 6 at the direction of the Airport Manager on January 22nd 2024, so staff requests that City Council ratify Amendment 6 retroactive to this date.
D. The Airport may recover part of this contract amount through the AIP and AIG funds (BIL allocation). The Taxiway A and General Aviation Apron schedules of this project will be 90.0% federally funded, while Taxiway A will need to be 10.0% locally funded and the General Aviation Apron will need to be 5.5% locally funded. The Taxiway Connectors and Runway Closure Marker Procurement schedules will need to be 100.0% locally funded.
E. The Airport will be reimbursed through the FAA grants for the work performed by Jviation. The City Council passed a motion back in January for the Airport to apply for Federal Funding, in which the Airport is looking to bring back the award of the grants in June, plus the award of the contractor to perform the work.

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

1. Authorizes and directs the Mayor to execute the Ratification of Amendment 6 to contract with Jviation, A Woolpert Company, for Services to Design, Bid, and provide Construction Management for the Pavement Maintenance project, attached hereto as Exhibit A.

2. Appropriates up to $192,115.40 from the cash fund at the airport to Account 501-80050-48020 for design, bidding, and construction management, with a portion to be reimbursed from AIP and AIG funds.

Adopted by the City of South Lake Tahoe City Council on April 23, 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
Amendment No. 6 to Airport Master Professional Services Agreement with Jviation (C-103-2022)

The Professional Services Agreement entered into on June 21, 2022, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **Jviation, A Woolpert Company** ("Consultant") is hereby amended as set forth below, effective January 22, 2024.

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 June 21, 2022 and the First Amendment to the Professional Services Agreement dated October 18, 2022, the Second Amendment to the Professional Services Agreement dated December 27, 2022, the Third Amendment to the Professional Services Agreement March 14, 2023, the Fourth Amendment to the Professional Services Agreement March 31, 2023, the Fifth Amendment to the Professional Services Agreement November 08, 2023, and the Sixth Amendment 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, is $192,115.40 as described in **Exhibit A, Scope of Services**. In no case shall CONSULTANT compensation for work completed under this Amendment exceed the amended amount of $192,115.40, 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. 6 to Professional Services Agreement with Jviation to be executed on _____.

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor

CONSULTANT

By: _____
Jason Virzi
Business License # 011275

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

Exhibit A: Scope of Services

SCOPE OF WORK
FOR
LAKE TAHOE AIRPORT
South Lake Tahoe, California
AIP Project No. 3-06-0249-050-2023
Pavement Maintenance

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated February 1, 2022, between City of South Lake Tahoe and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Lake Tahoe Airport is indicated as "Sponsor" and Jviation, a Woolpert Company is indicated as "Engineer." The construction budget for this project is estimated at approximately $800,000 to $1,200,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination, for the Pavement Maintenance Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

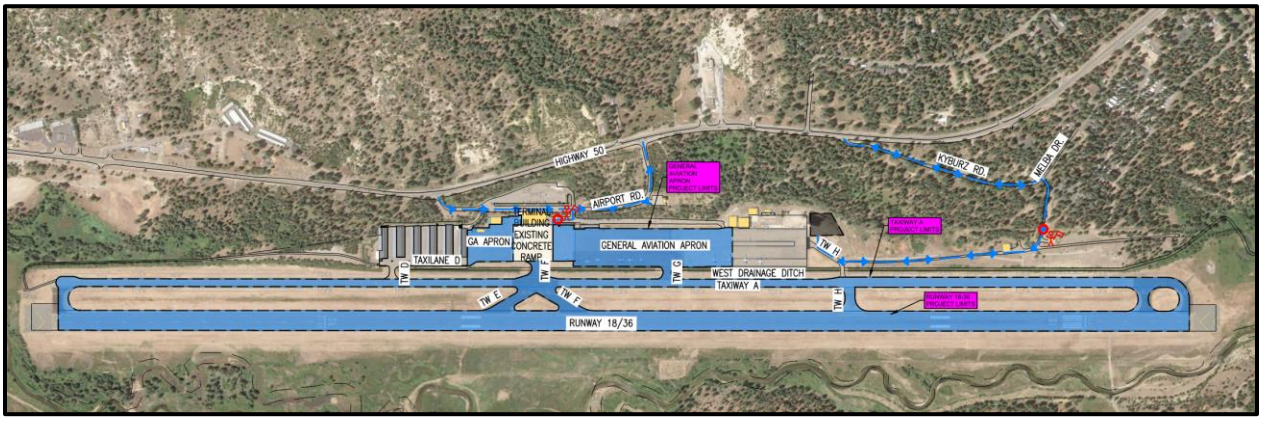


EXHIBIT NO. 1

DESCRIPTION

This project shall consist of asphalt pavement maintenance activities on Runway 18/36, parallel Taxiway A and connector taxiways, and the general aviation apron. The proposed maintenance for these asphalt pavement areas includes, but is not necessarily limited to, the routing and filling of cracks greater than ¼" inch in width with crack sealant, application of an asphalt-based surface treatment, and application of pavement markings. The proposed periodic maintenance will mitigate pavement cracking and provide a surface treatment resistant to UV rays, water and oxidation. The purpose of this project is to extend the existing airfield pavement useful life.

Runway 18/36 was initially constructed in the 1950s and last reconstructed in 2008. A 2017 Pavement Evaluation Study determined a PCI = 81 (very good), while the most recent 2023 pavement inspection determined a PCI = 72 (good). Previous pavement maintenance records are not available. The runway project area will be considered a non-federal schedule and will include crack seal maintenance along 131,000 square yards of asphalt pavement.

The parallel taxiway, Taxiway A, was initially constructed in 1958 and the last major rehabilitation (overlay) was completed in 1990. Previous pavement maintenance records are not available. A 2017 Pavement Evaluation Study determined a PCI = 55 (good), with 350' of the north end PCI rating equal to 33 (poor). The most recent 2023 pavement inspection determined a PCI = 54. The parallel taxiway and adjoining taxiway connectors will be considered a federal and non-federal schedule respectively and will include pavement maintenance along 85,000 square yards of asphalt pavement.

The aircraft-parking apron was initially constructed in phases between 1958 and 1974. The apron north of the terminal building was reconstructed in phases, from 2010 to 2021. Previous pavement maintenance records are not available. A 2017 Pavement Evaluation Study determined a PCI range of 90-95 (excellent) for the apron areas reconstructed from 2010 to 2014. PCI data is not available for the apron areas reconstructed after 2017 but are estimated to have PCI ratings of excellent to very good. The apron area will be broken into two different schedules, consisting of a federal schedule for the north and south apron and a non-federal schedule for the portion of the apron pavement maintenance project adjacent to hangars. The apron pavement maintenance area consists of a total of approximately 55,500 square yards of asphalt pavement.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes**;** 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services,** which includes**;** 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, and 6) On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Construction. Parts A and B and the six phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), and determine the feasibility of the proposed project. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to three (3) meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.08.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, and previous surveys. The Engineer may use relevant information from this review to coordinate the design for the project.

1.06 Prepare State Grant Application. This task consists of preparing the state grant application. Preparation of the application includes the following:

- Prepare state grant application on the CALTRANS Aeronautics website.
- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The completed grant application will be saved on the CALTRANS Aeronautics website for the Sponsor to review. Once the Sponsor approves the grant application, the Sponsor will submit the grant application on the CALTRANS Aeronautics website.

1.07 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.

- ✈ Project sketch (8.5" x 11").
- ✈ Include preliminary cost estimate.
- ✈ Include the existing Exhibit "A" Property Map.
- ✈ Include the Sponsor's certifications.
- ✈ Attach the current grant assurances.
- ✈ Include DOT Title VI assurances.
- ✈ Include certification for contract, grants and cooperative agreements.
- ✈ Include Title VI pre-award checklist.
- ✈ Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.08 Prepare Environmental Documentation. The FAA has determined that a simple written Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall prepare a simple written CATEX for the project. An overall environmental exhibit, if applicable, will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

TASK 1 DELIVERABLES	TO FAA	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor		✓
1.03 Preliminary Cost Estimate		✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.06 State Grant Application		✓
1.07 Federal Grant Application	✓	✓
1.08 Environmental Documentation	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting and Design Progress Meetings	• South Lake Tahoe, CA One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)

2.0 Design Phase

2.01 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction,* and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, Special Provisions, and the City of

Lake Tahoe Contract Documents. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.02 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 90% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.03 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	3
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	5
Environmental Requirements and Details	1
Seal Coat and Crack Seal Plan	1
Pavement Marking Demolition Plan	1
Pavement Marking Plan	5
Pavement Marking Details	2
Total Sheet Count	**21**

2.04 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-105 Mobilization
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-605 Joint Sealants for Pavements
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-620 Runway and Taxiway Marking
- Runway Closure Markers

2.05 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Insurance, Indemnification, Sales and

Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, and Liquidated Damages.

2.06 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, and haul routes for construction traffic. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.07 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.08 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.09 Prepare Engineer's Design Report. This task includes preparation of the Engineer's Design Report in accordance with current FAA Western-Pacific Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.10 Review Plans at 30% and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.11 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 30% and 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.12 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Electronic copies will be provided.

TASK 2 DELIVERABLES	TO FAA	TO SPONSOR
2.01 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.02 CSPP at 30% and 90% Complete	✓	✓
2.06 FAA Form 7460	✓	✓
2.10 30% and 90% Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.12 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.10 Plan Review at 30% Complete. Plan Review at 90% Complete.	• South Lake Tahoe, CA One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference (2 meetings)

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO FAA	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes		✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations		✓
3.07 Recommendation of Award	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	• South Lake Tahoe, CA One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference (1 meeting)
3.05 Attend Bid Opening	• South Lake Tahoe, CA One (1) Project Engineer and one (1) Project Manager Assume One (1) hour via teleconference (1 meeting)

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the Construction Administration Phase, Post-Construction Coordination Phase (invoiced on a lump sum basis), and On-Site Construction Coordination Phase.

4.0 Construction Administration Phase

4.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately one copy will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

4.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

4.03 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and Project Engineer. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

4.04 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

4.05 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make up to one site visit to the project.

TASK 4 DELIVERABLES	TO FAA	TO SPONSOR
4.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.02 Pay Request Review Documentation		✓
4.02 Weekly/Monthly Reports	✓	✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.03 Pre-Construction Agenda and Meeting Minutes	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.03 Conduct Pre-Construction Meeting	• South Lake Tahoe, CA One (1) Project Manager, One (1) Project Engineer, and One (1) Construction Manager Assume full day site visit (1 site visit) Assume travel from St. George, UT to South Lake Tahoe, CA with one (1) overnight stay for Project Manager for the site visit Assume travel from Ventura, CA to South Lake Tahoe, CA with one (1) overnight stay for Project Engineer for the site visit Assume travel from Denver, CO to South Lake Tahoe, CA with one (1) overnight stay for Construction Manager for the site visit
4.05 Perform Site Visits During Construction	• South Lake Tahoe, CA One (1) Project Manager and One (1) Project Engineer Assume full day site visit (1 site visit) Assume travel from St. George, UT to South Lake Tahoe, CA with one (1) overnight stay for Project Manager for each site visit Assume travel from Ventura, CA to South Lake Tahoe, CA with one (1) overnight stay for Project Engineer for each site visit

5.0 *Post-Construction Coordination Phase*

5.01 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

5.02 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection.

5.03 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

5.04 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

5.05 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

5.06 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

TASK 5 DELIVERABLES	TO FAA	TO SPONSOR
5.01 Clean-up List	✓	✓
5.02 Punchlists	✓	✓
5.03 Record Drawings	✓	✓
5.04 Final Construction Report	✓	✓
5.05 DBE Uniform Report	✓	✓
5.06 Project Cost Summary	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.02 Conduct Final Inspection	• South Lake Tahoe, CA One (1) Project Manager Assume full day site visit (1 site visit) Assume travel from Ventura, CA to South Lake Tahoe, CA with one (1) overnight stay for Project Manager for the site visit

6.0 On-Site Construction Coordination Phase

This phase will consist of providing one full-time Construction Manager. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **15 working days** to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

6.01 Provide Resident Engineering. The Construction Manager will work approximately **12 hours per day**. It is assumed that the Construction Manager will be able to complete all daily project documentation in the course of their shift and that total on-site inspection time is anticipated to be **15 working days** with two travel days.

The following tasks will be performed during the course of a typical day's shift during construction:

a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
b. Review construction tasks for general compliance with the construction documents.
c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).

d. Prepare and process change orders.
e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
f. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
g. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
h. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
i. Verify that construction activities associated with restricted areas, roads, staging areas, etc. are all remaining within the areas cleared under environmental documentation.
j. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
k. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 6 DELIVERABLES	TO FAA	TO SPONSOR
6.01a Coordinate Submittal Reviews		✓
6.01c Coordinate RFIs	✓	✓
6.01d Change Orders	✓	✓
6.01e Payroll Reviews	✓	✓
6.01g Periodic Cost Estimates	✓	✓
6.01j Weekly Reports	✓	✓

EX Reimbursable Costs During Construction. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 4 and 5 Reimbursables are invoiced on a lump sum basis and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as

well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

4. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

6. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.

7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports,* and the Western-Pacific Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

8. The Engineer will utilize the following plan standards for the project:

   - ✈ Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
   - ✈ Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
   - ✈ Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
   - ✈ All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
   - ✈ Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
   - ✈ The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

   - ✈ The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
   - ✈ The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
   - ✈ FAA General Provisions and required contract language will be used.

10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: Lake Tahoe Airport
AIP/PROJ. NO.: 3-06-0249-050-2023
PROJECT NAME: Pavement Maintenance
DATE: February 27, 2024

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Preliminary Design Phase (Lump Sum)					
Practice Ldr I	20 hrs.	x	$ 305.00 /hr	= $	6,100.00
Engineer Project Mgr IV	8 hrs.	x	$ 275.00 /hr	= $	2,200.00
Quality Control Manager	6 hrs.	x	$ 255.00 /hr	= $	1,530.00
Engineer in Training II	64 hrs.	x	$ 160.00 /hr	= $	10,240.00
Project Coordinator TL	10 hrs.	x	$ 135.00 /hr	= $	1,350.00
Project Coordinator II	6 hrs.	x	$ 135.00 /hr	= $	810.00
Billing Analyst Team Lead II	2 hrs.	x	$ 155.00 /hr	= $	310.00
Planner III	4 hrs.	x	$ 240.00 /hr	= $	960.00
Consultant I	4 hrs.	x	$ 275.00 /hr	= $	1,100.00
SUBTOTAL	**124** hrs.		**SUBTOTAL**	**$**	**24,600.00**
Reimbursables					
Auto Rental	0 Day	x	$ 85.00 /Day=		
Mileage	0 Mi	x	$ 0.655 /Mi=		
Lodging + Tax & Fees	0 Day	x	$ 170.00 /Day=		
Per Diem	0 Day	x	$ 74.00 /Day=		
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	-
			PHASE SUBTOTAL	**$**	**24,600.00**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY									
		Practice Ldr I	Engineer Project Mgr IV	Quality Control Manager	Engineer in Training II	Project Coordinator TL	Project Coordinator II	Billing Analyst Team Lead II	Planner III	Consultant I	Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**	Kirk	Matt	Chris	Amanda + Patrick	Marisa	Katrina	Nancy	Morgan	Brad	
1.01	Coordinate and Attend Meetings with the Sponsor and FAA	6			6					4	$ 3,890.00
1.02	Prepare Project Scope of Work and Contract	2		2	8		2				$ 2,670.00
1.03	Prepare Preliminary Cost Estimating	4		2	8						$ 3,010.00
1.04	Provide Project Coordination	4	8	2	20		4	2			$ 7,980.00
1.05	Review Existing Documents	2			2						$ 930.00
1.06	Prepare State Grant Application				8	4					$ 1,820.00
1.07	Prepare Federal Grant Application	2			8	6					$ 2,700.00
1.08	Prepare Environmental Documentation				4				4		$ 1,600.00
	TOTALS	**20**	**8**	**6**	**64**	**10**	**6**	**2**	**4**	**4**	$ 24,600.00

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Design Phase (Lump Sum)					
Practice Ldr I	29 hrs.	x	$ 305.00 /hr	= $	8,845.00
Quality Control Manager	82 hrs.	x	$ 255.00 /hr	= $	20,910.00
Engineer in Training II	110 hrs.	x	$ 160.00 /hr	= $	17,600.00
Engineering Techn III	59 hrs.	x	$ 145.00 /hr	= $	8,555.00
Project Coordinator II	8 hrs.	x	$ 135.00 /hr	= $	1,080.00
SUBTOTAL	**288** hrs.		**SUBTOTAL**	**$**	**56,990.00**
Reimbursables					
Auto Rental	0 Day	x	$ 85.00 /Day=		
Mileage	0 Mi	x	$ 0.655 /Mi=		
Lodging + Tax & Fees	0 Day	x	$ 170.00 /Day=		
Per Diem	0 Day	x	$ 74.00 /Day=		
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	-
			PHASE SUBTOTAL	**$**	**56,990.00**

TASK		LABOR CATEGORY									
		Practice Ldr I	Quality Control Manager	Engineer in Training II	Engineering Techn III	Project Coordinator II					Phase Item Costs
2.0	**Design Phase (Lump Sum)**	Kirk	Chris	Amanda + Patrick	Lynn	Marisa					
2.01	Prepare Preliminary Contract Documents	2	28	12							$ 9,670.00
2.02	Prepare Construction Safety and Phasing Plan (CSPP)	2	2	12							$ 3,040.00
2.03	Prepare Preliminary Construction Plans										$ -
	Cover Sheet	0.5		1	1						$ 457.50
	Index of Drawings/Summary of Approximate Quantities & General Notes	1		2	2						$ 915.00
	Safety Plan	0.5		2	2						$ 762.50
	Construction Layout Plan	1		8	4						$ 2,165.00
	Construction Phasing Plan	1		8	4						$ 2,165.00
	Environmental Requirements and Details	1		2	2						$ 915.00
	Seal Coat and Crack Seal Plan	1		2	8						$ 1,785.00
	Pavement Marking Demolition Plan	0.5		2	12						$ 2,212.50
	Pavement Marking Plan	1		4	12						$ 2,685.00
	Pavement Marking Details	0.5		1	4						$ 892.50
2.04	Prepare Preliminary Technical Specifications		8	4							$ 2,680.00
2.05	Prepare Preliminary Special Provisions		8	2							$ 2,360.00
2.06	Compile/Submit FAA Form 7460			4		8					$ 1,720.00
2.07	Calculate Estimated Quantities	1		8							$ 1,585.00
2.08	Prepare Estimate of Probable Construction Cost	2	2	8							$ 2,400.00
2.09	Prepare Engineer's Design Report	2		12							$ 2,530.00
2.10	Review Plans at 30% and 90% Complete	8	8	8	4						$ 6,340.00
2.11	Provide In-House Quality Control	2	24								$ 6,730.00
2.12	Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report	2	2	8	4						$ 2,980.00
	TOTALS	**29**	**82**	**110**	**59**	**8**					$ 56,990.00

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Bidding Phase (Lump Sum)					
Practice Ldr I	8 hrs.	x	$ 305.00 /hr	= $	2,440.00
Quality Control Manager	2 hrs.	x	$ 255.00 /hr	= $	510.00
Engineer in Training II	35 hrs.	x	$ 160.00 /hr	= $	5,600.00
Project Coordinator II	10 hrs.	x	$ 135.00 /hr	= $	1,350.00
SUBTOTAL	**55** hrs.		**SUBTOTAL**	**$**	**9,900.00**
Reimbursables					
Auto Rental	0 Day	x	$ 85.00 /Day=		
Mileage	0 Mi	x	$ 0.655 /Mi=		
Lodging + Tax & Fees	0 Day	x	$ 170.00 /Day=		
Per Diem	0 Day	x	$ 74.00 /Day=		
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	**-**
			PHASE SUBTOTAL	**$**	**9,900.00**

	TASK	LABOR CATEGORY									
		Practice Ldr I	Quality Control Manager	Engineer in Training II	Project Coordinator II						Phase Item Costs
3.0	**Bidding Phase (Lump Sum)**	Kirk	Chris	Amanda + Patrick	Marisa						
3.01	Provide Bid Assistance	2	2	4	4						$ 2,300.00
3.02	Prepare/Conduct Pre-Bid Meeting	1		6							$ 1,265.00
3.03	Prepare Addenda	2		8	4						$ 2,430.00
3.04	Consult with Prospective Bidders			8							$ 1,280.00
3.05	Attend Bid Opening	1		1							$ 465.00
3.06	Review Bid Proposals	1		4	1						$ 1,080.00
3.07	Prepare Recommendation of Award	1		4	1						$ 1,080.00
	TOTALS	**8**	**2**	**35**	**10**						$ 9,900.00

Labor Category	Total Hours		Billing Rate		Total Cost
4.0 Construction Administration Phase (Lump Sum)					
Practice Ldr I	8 hrs.	x	$ 305.00 /hr	= $	2,440.00
Engineer Project Mgr IV	53 hrs.	x	$ 275.00 /hr	= $	14,575.00
Quality Control Manager	10 hrs.	x	$ 255.00 /hr	= $	2,550.00
Engineer in Training II	65 hrs.	x	$ 160.00 /hr	= $	10,400.00
Construction Manager II	20 hrs.	x	$ 170.00 /hr	= $	3,400.00
Project Coordinator II	12 hrs.	x	$ 135.00 /hr	= $	1,620.00
Billing Analyst Team Lead II	4 hrs.	x	$ 155.00 /hr	= $	620.00
Planner III	4 hrs.	x	$ 240.00 /hr	= $	960.00
SUBTOTAL	**176** hrs.		**SUBTOTAL**	**$**	**36,565.00**
Reimbursables					
Auto Rental	6 Day	x	$ 85.00 /Day=	$	510.00
Mileage	0 Mi	x	$ 0.655 /Mi=		
Lodging + Tax & Fees	5 Day	x	$ 170.00 /Day=	$	850.00
Per Diem	0 Day	x	$ 74.00 /Day=		
Travel & Airline Costs	5 Trip	x	$ 500.00 /Trip=	$	2,500.00
			SUBTOTAL	**$**	**3,860.00**
			PHASE SUBTOTAL	**$**	**40,425.00**

	TASK	LABOR CATEGORY									
		Practice Ldr I	Engineer Project Mgr IV	Quality Control Manager	Engineer in Training II	Construction Manager II	Project Coordinator II	Billing Analyst Team Lead II	Planner III		Phase Item Costs
4.0	**Construction Administration Phase (Lump Sum)**	Kirk	Matt	Chris	Amanda + Patrick		Marisa	Nancy	Morgan		
4.01	Prepare Construction Contract and Documents		2		4		4				$ 1,730.00
4.02	Provide Project Coordination	8	16	8	16		8	4	4		$ 14,100.00
4.03	Prepare/Conduct Pre-Construction Meeting		17	2	25	16					$ 11,905.00
4.04	Review Contractor's Safety Plan Compliance Document		2		4	4					$ 1,870.00
4.05	Perform Site Visits During Construction		16		16						$ 6,960.00
	TOTALS	**8**	**53**	**10**	**65**	**20**	**12**	**4**	**4**		$ 36,565.00

Labor Category	Total Hours		Billing Rate		Total Cost
5.0 Post Construction Coordination Phase (Lump Sum)					
Practice Ldr I	8 hrs.	x	$ 305.00 /hr	= $	2,440.00
Quality Control Manager	4 hrs.	x	$ 255.00 /hr	= $	1,020.00
Engineer in Training II	24 hrs.	x	$ 160.00 /hr	= $	3,840.00
Construction Manager II	48 hrs.	x	$ 170.00 /hr	= $	8,160.00
Engineering Techn III	4 hrs.	x	$ 145.00 /hr	= $	580.00
Project Coordinator II	12 hrs.	x	$ 135.00 /hr	= $	1,620.00
Billing Analyst Team Lead II	4 hrs.	x	$ 155.00 /hr	= $	620.00
SUBTOTAL	**104** hrs.		**SUBTOTAL**	**$**	**18,280.00**
Reimbursables					
Auto Rental	2 Day	x	$ 85.00 /Day=	$	170.00
Mileage	0 Mi	x	$ 0.655 /Mi=		
Lodging + Tax & Fees	1 Day	x	$ 170.00 /Day=	$	170.00
Per Diem	0 Day	x	$ 74.00 /Day=		
Travel & Airline Costs	1 Trip	x	$ 500.00 /Trip=	$	500.00
			SUBTOTAL	**$**	**840.00**
			PHASE SUBTOTAL	**$**	**19,120.00**

	TASK	LABOR CATEGORY									
		Practice Ldr I	Quality Control Manager	Engineer in Training II	Construction Manager II	Engineering Techn III	Project Coordinator II	Billing Analyst Team Lead II			Phase Item Costs
5.0	**Post Construction Coordination Phase (Lump Sum)**	Kirk	Chris	Amanda + Patrick		Lynn	Marisa	Nancy			
5.01	Prepare Clean-up Item List			2	4						$ 1,000.00
5.02	Conduct Final Inspection			16	8						$ 3,920.00
5.03	Prepare Engineering Record Drawings	2		4	8	4					$ 3,190.00
5.04	Prepare Final Construction Report	4	4		20						$ 5,640.00
5.05	Prepare DBE Uniform Report				4		8				$ 1,760.00
5.06	Summarize Project Costs	2		2	4		4	4			$ 2,770.00
	TOTALS	**8**	**4**	**24**	**48**	**4**	**12**	**4**			$ 18,280.00

Labor Category	Total Hours		Billing Rate		Total Cost
6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)					
Construction Manager II	180 hrs.	x	$ 50.00 /hr	= $	9,000.00
SUBTOTAL	**180** hrs.		**SUBTOTAL**	**$**	**9,000.00**
Direct Labor Cost				= $	9,000.00
Overhead (% of Direct Labor Cost)			207.46%	= $	18,671.40
Total Labor Cost				= $	27,671.40
Fixed Fee				= $	5,500.00
			SUBTOTAL PHASE LABOR	**$**	**33,171.40**
Reimbursables					
Auto Rental	21 Day	x	$ 85.00 /Day=	$	1,785.00
Mileage	0 Mi	x	$ 0.655 /Mi=		
Lodging + Tax & Fees	21 Day	x	$ 170.00 /Day=	$	3,570.00
Per Diem	21 Day	x	$ 74.00 /Day=	$	1,554.00
Travel & Airline Costs	2 Trip	x	$ 500.00 /Trip=	$	1,000.00
			SUBTOTAL	**$**	**7,909.00**
			PHASE SUBTOTAL	**$**	**41,080.40**

	TASK	LABOR CATEGORY									
		Construction Manager II									Phase Item Costs
6.0	**On-Site Construction Coordination Phase (Cost Plus Fixed Fee)**										
	Estimated Calendar Days from Scope of Work	21									[redacted]
	Estimated Working Days/Week from Scope of Work	5									
	Total Days Scoped for Resident Engineering	15									
	Estimated Hours/Day from Scope of Work	12									
6.01	Provide Resident Engineering	180									$ 9,000.00
	TOTALS	**180**									$ 9,000.00

	Contract Hours		Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)					
1.0 Preliminary Design Phase (Lump Sum)	124		$ 24,600.00	$	$ 24,600.00
2.0 Design Phase (Lump Sum)	288		$ 56,990.00	$	$ 56,990.00
3.0 Bidding Phase (Lump Sum)	55		$ 9,900.00	$	$ 9,900.00
	467	**SUBTOTAL**	**$ 91,490.00**	**$ -**	**$ 91,490.00**
PART B - SPECIAL SERVICES (LUMP SUM)					
4.0 Construction Administration Phase (Lump Sum)	176		$ 36,565.00	$ 3,860.00	$ 40,425.00
5.0 Post Construction Coordination Phase (Lump Sum)	104		$ 18,280.00	$ 840.00	$ 19,120.00
	280	**SUBTOTAL**	**$ 54,845.00**	**$ 4,700.00**	**$ 59,545.00**

	Contract Hours		Phase Fee	Fixed Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)						
6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	180		$ 27,671.40	$ 5,500.00	$ 7,909.00	$ 41,080.40
	180	**SUBTOTAL**	**$ 27,671.40**	**$ 5,500.00**	**$ 7,909.00**	**$ 41,080.40**
TOTAL			**$ 174,006.40**	**$ 5,500.00**	**$ 12,609.00**	**$ 192,115.40**

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

CITY OF SOUTH LAKE TAHOE

AIRPORT MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 21day of June 2022 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Jviation, A Woolpert Company ("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 on Task Order assignments 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 billing rate schedule, fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 5 years.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Billing Rate Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. 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. 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 Sub-Consultant 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.

7. 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.

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

9. 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)].

10. 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.

11. 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.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

13. 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 Sub-Consultant, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

14. 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 Sub-Consultant 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 Sub-Consultant'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 Sub-Consultant. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

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

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

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

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

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

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

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the

insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any Sub-Consultant to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the Sub-Consultant 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.

15. 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: Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Jviation, A Woolpert Company
Travis Vallin, Project Director
720 South Colorado Boulevard, Suite 1200-S
Glendale, CO 80246

16. 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 Sub-Consultant. Nothing in the Agreement shall create any contractual relationship between City and Sub-Consultant 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 Sub-Consultant other than as otherwise required by law.

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

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

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

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

21. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

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

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

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

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

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

23. 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.

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

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

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

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

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

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

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

31. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
b. The goals and timetables for minority and female participation, expressed in percentage terms for the Consultant's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	3.78% Race Conscious
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Consultant's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Consultant performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Consultant also is subject to the goals for both its federally involved and non-federally involved construction.

The Consultant's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Consultant shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Consultant to Consultant or from project to project for the sole purpose of meeting the Consultant's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

a. The Consultant shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Sub-Consultant; employer identification number of the Sub-Consultant; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
b. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of South Lake Tahoe, El Dorado County, California.

32. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Consultant or its Sub-Consultant may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

33. General Civil Rights Provisions. The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and Sub-Consultant from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

34. Title VI Solicitation Notice. The City of South Lake Tahoe, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

35. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:
    a. Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract
    b. Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Sub-Consultant, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
    c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Sub-Consultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   i. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
   ii. Cancelling, terminating, or suspending a contract, in whole or in part.

f. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a Sub-Consultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

36. Clean Air and Water Pollution Control. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant must include this requirement in all subcontracts that exceeds $150,000.

37. Contract Workhours and Safety Standards Act Requirements.

a. Overtime Requirements. No Consultant or Sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any Sub-Consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and Sub-Consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

c. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or Sub-Consultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or Sub-Consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

d. Sub-Consultant. The Consultant or Sub-Consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any Sub-Consultant or lower tier Sub-

Consultant with the clauses set forth in paragraphs (1) through (4) of this clause.

38. Copeland "Anti-Kickback" Act. Consultant must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and Sub-Consultant are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Sub-Consultant must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

39. Davis-Bacon Act.

a. Minimum wages.

i. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (42)(d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually

worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (42)(b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its Sub-Consultant at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

ii. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
    1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
    2. The classification is utilized in the area by the construction industry; and
    3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

iii. If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

iv. In the event the Consultant, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the

contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

v. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (42)(ii) (1) or (2) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

vi. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

vii. If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding. The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant under this contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant or any Sub-Consultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Consultant, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and Basic Records.

i. Payrolls and basic records relating thereto shall be maintained by the Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. A. The Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is

available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Consultant is responsible for the submission of copies of payrolls by all Sub-Consultant. Consultants and Sub-Consultant shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Consultant, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant to require a Sub-Consultant to provide addresses and social security numbers to the prime Consultant for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

B. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant or Sub-Consultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
3. Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy

the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

iv. The falsification of any of the above certifications may subject the Consultant or Sub-Consultant to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

v. The Consultant or Sub-Consultant shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Consultant or Sub-Consultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and Trainees.

i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-Consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the

Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

e. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

f. Compliance with Copeland Act Requirements. The Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

g. Subcontracts. The Consultant or Sub-Consultant shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any Sub-Consultant or lower tier Sub-Consultant with all the contract clauses in 29 CFR Part 5.5.

h. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Consultant and a Sub-Consultant as provided in 29 CFR 5.12.

i. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

j. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its Sub-Consultant) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

k. Certification of Eligibility.
    i. By entering into this contract, the Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

40. Disadvantaged Business Enterprises. The Consultant or Sub-Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:
    a. Withholding monthly progress payments;
    b. Assessing sanctions;
    c. Liquidated damages; and/or
    d. Disqualifying the Consultant from future bidding as non-responsible.

    The Prime Consultant agrees to pay each Sub-Consultant under this prime contract for satisfactory performance of its contract no later than sixty (60) days from the receipt of each payment the prime Consultant receives from the City of South Lake Tahoe. The prime Consultant agrees further to return retainage payments to each Sub-Consultant within sixty (60) days after the Sub-Consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of South Lake Tahoe. This clause applies to both DBE and non-DBE Sub-Consultant.

41. Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to

adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

42. Energy Conservation Requirements. Consultant and Sub-Consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

43. Equal Opportunity Clause. During the performance of this contract, the Consultant agrees as follows:
    a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
    c. The Consultant 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 advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
f. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
g. The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

44. Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise

from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

45. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their Sub-Consultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

46. Prohibition of Segregated Facilities.
    a. The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Consultant agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
    b. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
    c. The Consultant shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

47. Procurement of Recovered Materials. Consultant and Sub-Consultant agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and Sub-Consultants are to use products containing the highest percentage of recovered materials for items

designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
b. The Consultant has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at: www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Consultant can demonstrate the item is:

a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b. Fails to meet reasonable contract performance requirements;
c. Is only available at an unreasonable price.

48. Rights to Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Consultant must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

49. Seismic Safety. In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

50. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys,

models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

51. Termination for Cause. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.
    a. Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
        i. Perform the services within the time specified in this contract or by Owner approved extension;
        ii. Make adequate progress so as to endanger satisfactory performance of the Project; or
        iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

    Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the Owner determines the Consultant was not in

default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b. Termination by Consultant. The Consultant may terminate this Agreement in whole or in part, if the Owner:
   i. Defaults on its obligations under this Agreement;
   ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   iii. Suspends the Project for more than one hundred and eighty (180) days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

52. Veterans Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

53. Time Overruns Beyond Control of Consultant. On airport architectural/ engineering construction contract amendments to the Master Professional Services Agreement, the Consultant must provide the City with amendment language that states the period of time as specified by the number of contract days for which the compensation applies. The consultant must be reimbursed for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional consultant technical inspection services that

would result from Construction Contractor or City caused construction delays should be included in the liquidated damages established for Airport Improvement Program (AIP) construction contracts.

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

CITY OF SOUTH LAKE TAHOE:

By Devin Middlebrook (Jun 28, 2022 12:14 PDT)
Devin Middlebrook, Mayor

CONSULTANT:

By Travis Vallin (Jul 12, 2022 07:12 MDT)
Travis Vallin, Project Director

Business License # 011275

APPROVED AS TO FORM:

By Heather Stroud (Jun 28, 2022 08:58 PDT)
Heather Stroud, City Attorney

ATTEST:

By Sue Blankenship (Jun 28, 2022 08:45 PDT)
Susan Blankenship, City Clerk

Jun 28, 2022

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification
Exhibit D - Trade Restriction Certification
Exhibit E - Tax Delinquency and Felony Convictions Certification
Exhibit F - Certification of Offerer/Bidder Regarding Debarment

EXHIBIT A

SCOPE OF SERVICES

Scope of Services will be based on Task Orders, which will be negotiated based on the Schedule of Charges in Exhibit B.



REQUEST FOR QUALIFICATIONS

5-Year Airport Planning Services

Lake Tahoe Airport

April 29, 2022

JVIATION
A WOOLPERT COMPANY

6920 Santa Teresa Boulevard, Suite 208
San Jose, CA 95119

LAKE TAHOE airport

1. TRANSMITTAL LETTER

April 29, 2022

Milan Jevic
Lake Tahoe Airport
1901 Lisa Maloff Way, Suite 100
South Lake Tahoe, CA 96150

RE: REQUEST FOR QUALIFICATIONS — 5-YEAR AIRPORT PLANNING SERVICES

Dear Mr. Jevic and Members of the Selection Committee:

Jviation, a Woolpert Company, has served as a trusted partner to the Lake Tahoe Airport (TVL) in conducting, designing, and implementing planning and engineering projects for the Airport since 2018. Our work with TVL has developed our understanding of your needs and vision, the Airport's importance to the community, and the Airport's commitment to a balance growth with environmental stewardship. We are excited to have the opportunity to extend our project team's relationship with TVL through this planning services contract.

TVL AND RESORT AIRPORT UNDERSTANDING. Jviation's focus on aviation and aviation-related projects means our experienced staff will anticipate TVL's needs, ensure projects stay on-budget and on-time, and work alongside airport personnel and community members. Our expertise and approach guarantee that the proposed projects will be addressed deftly to maximize time and cost efficiency while minimizing the need for rework. Jviation maintains on-call contracts with several airports similar contracts with several mountain resort airports similar to TVL: Eagle County Regional Airport (EGE), Gunnison-Crested Butte Airport (GUC), and Jackson Hole Airport (JAC). These airports are single-runway facilities located in or near mountain resort destinations. More specifically, we understand the fiscal challenges facing TVL and other single-runway destination airports.

ENVIRONMENTAL. Jviation's longstanding partner, **Environmental Science Associates (ESA)**, currently provides environmental consulting services to TVL and will continue to do so under this contract to facilitate effective coordination and successful outcomes. **ESA has supported many of Jviation's projects around California**; one such effort at the Airport is the Airspace Obstruction Evaluation conducted by Greg Dyer. Greg's work to identify obstructions while maintaining the Airport's treescape harmonizes airport development efforts with TVL's commitment to environmental stewardship.

COMMUNITY OUTREACH. Current Jviation team member **Wildscape Engineering**, who is already helping to meet your engineering needs, will play an expanded role within the critical Community Outreach component of planning efforts. Their office location at TVL and their familiarity with the region has proven to be invaluable in our success. We are excited to work with a firm with strong communal ties and a deep understanding of California's regulatory environment.

SUSTAINABILITY. The Jviation team employs sustainable strategies and principles as a function of our holistic planning and design approach. Our collaboration philosophy ensures that our sustainability practices are applied consistently with every client and within the Jviation organization to maximize benefits for the environment, the economy, and for society. In addition, we have secured a partnership with **Johnson Aviation** to ensure that your financial needs are appropriately addressed.

Our team brings the right mix of personnel, experience, expertise, and local representation needed to accomplish all of your goals. We look forward to the opportunity to continue to serve the Airport and the South Lake Tahoe community. Thank you for your consideration.

Travis Vallin, Project Director
Travis.Vallin@woolpert.com

Tony Davis, Project Manager
Tony.Davis@woolpert.com

Kirk Nielsen, Client Liaison
Kirk.Nielsen@woolpert.com

2. GENERAL PROJECT MANAGEMENT APPROACH TO THE CONTEMPLATED SCOPE OF WORK

Under the leadership of our Project Manager, **Tony Davis**, and our Contract Liaison, **Kirk Nielsen**, Jviation will serve as the prime consultant with overall responsibility for the work performance of the team members and any and all planning services required by TVL. In addition to the extensive resources of our parent company, Woolpert, we have added the expertise of three industry leading consultants (**ESA**, **Johnson Aviation**, and **Wildscape Engineering**) to enhance our abilities.

PROVEN PARTNERSHIP

Jviation is excited about the opportunity of continuing our partnership with Lake Tahoe Airport helping to achieve its development goals. We provide an efficient and responsive team with experience at your Airport as well as at airports similar to TVL. Our in-depth understanding of the challenges faced by the Airport and strong understanding of the South Lake Tahoe community will be critical factors in developing flexible, viable planning solutions for TVL.

JVIATION WILL SERVE AS YOUR LONG-TERM PARTNER TO PROMOTE SAFE OPERATIONS AND THOUGHTFUL GROWTH AT TVL.

PROJECT MANAGEMENT APPROACH

Timely and proactive communication and coordination is critical to the delivery of quality and successful projects for TVL. Our approach to planning is typically centered on the Project Management Plan (PMP) to ensure that the project approach is in alignment with needs and expectations of the Airport. **The tactical actions identified in the PMP will set the tone for performance parameters, quality expectations, and protocols for the planning team.**

Our PMP will align with the needs and requirements of the City of South Lake Tahoe and TVL. As such, our team will meet with City staff to tailor our PMP document to deliver on your expectations. Key elements of the plan include:

Scope of Work. A clearly defined scope of work establishes the key project deliverables and milestones for a project. The Jviation Team will appropriate scopes of work in coordination with TVL so that all parties can agree and work in unison. This effort serves as the road map for the work execution. By placing an emphasis on early planning and scoping, our project team can effectively manage and focus our efforts on delivering quality work products that are on-time, on-budget, and that meet, if not exceed, your expectations.

Roles and Responsibility Matrix. The matrix defines the roles and responsibilities of team members and stakeholders to establish ownership and accountability.

Communication Plan. The communication plan defines both internal and external communication methods, including written communication, meetings, phone/web conferences, and project documentation throughout the project lifecycle.



Product Delivery Plan. Delivering quality products on time and within budget is paramount. We will monitor budgets and product delivery weekly to ensure that we are meeting production goals for the project. If any deviations are encountered, we develop a recovery plan to efficiently accomplish the remaining tasks within budget.

Quality Control. In delivering hundreds of projects over the years, we have learned that a comprehensive quality control program is invaluable to project success. Through our comprehensive quality control programs, which includes reviews from people not directly associated with the design, we strive to minimize the review efforts required by our clients.

UNDERSTANDING AND PROPOSED WORK PLAN

TVL needs well-executed planning to reach its developmental and operational goals - and Jviation will deliver that for TVL. We view the planning process as the foundation upon which is built the establishment of realistic airport visioning, accurate project definition, the leveraging and management of funding, implementation of operational requirements, integration of best practices, among many others. We don't perform planning merely to fulfill regulatory obligations—our plans are solution-oriented and customized to meet the individual needs of our clients.

Through our experience executing hundreds of projects funded by the FAA Airport Improvement Program (AIP) as well as through dozens of state aeronautics agencies, we have gained a thorough understanding of the AIP process and state-related requirements. Going above and beyond simply consulting, Jviation is staffed with multiple former leaders of FAA Airport District Offices (ADO), former heads of individual state aeronautic agencies, and others that have served as project managers for airport sponsors. In short, we understand the needs and requirements of airport project funding from all sides.

We have conducted multiple planning efforts for TVL over the past several years and we know the Airport. However, in anticipation of this On-Call Planning request for qualifications, we have regularly visited with several times with Airport and City staff to not only gain an understanding of TVL's immediate planning needs but to also discuss planning potentials on the horizon.

We know that the primary and most immediate need of this On-Call Planning contract is an Airport Master Plan. We understand your needs and our staff will craft an Airport Master Plan that will help TVL reach its goals in a measured and reasonable fashion. The Jviation team's planning approach, strategies, and methodologies, combined with our understanding of TVL, are distinct advantages and ensure that our team will successfully deliver a thoughtful planning effort and a beneficial outcome.

FOLLOWING THE FAA GUIDANCE

Part of our job is to make certain that the planning process and resulting deliverables are comprehensive. However, a great deal of flexibility is afforded by the FAA, and our plan will be tailored to fit the needs and objectives your Airport, your stakeholders, and your community.

This is Your Airport Master Plan

An effective Airport Master Plan is characterized by a long-term vision based on realistic expectations, expert technical consultation, informed interactions with stakeholders, and flexible development recommendations. Our team is committed to crafting an Airport Master Plan that not only embraces those characteristics but also formulates creative solutions that meet Airport's and its host community's long-term goals.



Pre-Planning Phase: Project Scope, Fee Negotiation, Approvals, Agreements

Our suggested approach begins with a comprehensive scoping process designed to plot a course that considers the objectives and expectations from multiple viewpoints. A workshop with our experts and City staff/ stakeholders will facilitate this process. Sample topics that can be explored include:

- What is the method and intensity of public engagement that will best engage local leadership, economic development directors, business owners, and the community?
- How can the Tahoe Regional Planning Agency (TRPA) best be engaged to ensure they are a part of the master planning process and have input necessary to meet their mission?
- How can the airport balance air transportation objectives with financial sustainability and diversification given land-use policies, community expectations, and other local initiatives?
- What steps will ensure a cost-effective planning process that meets all critical objectives?

Jviation is adept at utilizing the inherent flexibility of FAA airport master planning and recognizes that effective communication during the pre-planning phase is crucial to maintaining schedule performance and technical execution. This effort ensures that the final scope of work will not inhibit creativity and flexibility—a common challenge that occurs when stakeholder viewpoints are uncovered during the process instead of at the beginning.

Investigation Phase: Data Collection, Surveys, Demand Forecasts, Facility Requirements, Forecast Approval

The Investigation Phase of the airport master plan sets the foundation of the overall planning effort. It is designed to effectively answer the following questions:

- Who are we today?
- Where are we going tomorrow?
- What do we need to get there?

Because this phase is conducted early in the planning process, rigorous adherence to the project schedule will avoid the pitfalls associated with elongated efforts. The perspectives and strategies that constitute concise execution will vary between the inventory and forecast efforts. An efficient inventory effort will capitalize on already-available data and information on new trends and events to ensure continual data collection and adherence to the project schedule. A reasonable and defensible forecast establishes a foundation that will allow TVL to consider a range of market-based demand scenarios.

Forecasting effectively serves as the "hub" of any airport master plan and is critical to its ultimate results. Forecasts that are too aggressive can lead to an over-investment in unnecessary facilities; conversely, overly conservative forecasts may leave an airport unable to meet the demands of the flying public and the community. Our team is well-versed in delivering forecasts that meet agency and stakeholder demands, and that will:

- Provide technically thorough and sound forecast conclusions that support development and will be approved by the FAA
- Effectively consider the market and industry realities facing TVL today and tomorrow
- Synthesize facility inventory data to identify appropriate activity levels

Jviation has extensive experience in generating thoughtful, reasonable, and defensible forecasts and facility requirements through planning products at various levels of analysis (i.e., site specific, airport master planning, and system planning). Our staff prides itself in tailoring our forecasts to reflect current market conditions, reasonable airport and industry projections, and FAA requirements, while also considering sensible potential development scenarios.

Jviation understands that some investments/expenses that meet airport and local objectives may not attract FAA grant funds; therefore, the team will provide full consideration and justification for these investments. In our experience, responsiveness to general aviation pilots/owners in the airport master plan is another common challenge. This group's trust and support is key, but, if the presented plan shows minimal investment or opportunity for growth in their facilities, this key stakeholder group may feel disenfranchised. Our team (many of whom are licensed pilots) appreciates the importance of general aviation operations and, via genuine, effective listening and communication, will address any stakeholder concerns.

Solutions Phase: Identification of Alternatives, Analysis, Identification of Selection Criteria, Preferred Alternative(s)

The Solutions Phase is the critical output of the Airport Master Plan. Jviation's creative and analytical approach to formulating practicable solutions is the key step in identifying the best solution from an array of potential ideas. Our team appreciates that even the best solution really is no solution unless we establish buy-in and support from the groups who ultimately provide the approval and implementation.

Coupled with a reasonable and defensible projection of aviation demand, a thoughtful capacity and condition analysis of the existing facilities will help determine appropriate future airfield, terminal area, landside, and access needs. While overall airport capacity is a common element of a typical master plan, Jviation incorporates

a more targeted capacity analysis that evaluates specific elements of the airport. For example, while the runway and taxiway system at an airport may have the capacity to accommodate 20-year demands, Jviation would consider the condition, remaining life, hot spots, aircraft flow and efficiency, and design standards when making recommended runway and taxiway improvements. This same philosophy applies to many other aspects of the landside, terminal area, and surface access.

Another facet to consider is that some areas of the airport may be determined to have excess capacity. While a typical study may stop there, Jviation recognizes an airport's goal to gain and remain financially self-sufficient. To that end, Jviation frequently recommends alternative uses and out-of-the-box thinking to make use and generate revenue for airport facilities that may be underutilized.

Our approach to this phase will include a mix of planning exercises, stakeholder engagements, and dedicated time and effort at every level of the project team. This approach normalizes and balances the variety of perspectives, inputs, agendas, and analyses so the best solutions are infused with good information and rise to the top. Well-developed selection criteria are the foundation of this phases' key evaluations. We will employ a survey or poll, in conjunction with a Planning Advisory Committee (PAC), to establish a baseline of understanding, objectives, and viewpoints on key airport and planning topics. We will then distill a list of quantifiable selection criteria to inform of alternatives solutions and facilitate decision-making.

Jviation planners work closely with our engineers to design thoughtful plans and layouts for all airport clients. It is a collaborative effort to achieve sound engineering with logical and justifiable planning. Most planning efforts carried out by Jviation include a series of three to four alternative sketches or concepts. Preliminary layouts are developed in a cost-effective manner to illustrate the overall purpose and functionality of a concept. From these, a review and evaluation with Sponsor participation quantifies measurable benefits and impacts as well as considers more subjective qualities of an alternative. Jviation engineers are engaged throughout the process and are called on to develop cost estimates for each alternative as a part of the evaluation stage. The result is a recommendation that evokes a clear purpose and solution to a problem and considers all aspects of the project.

Environmental and aesthetic considerations will be a very important part of any airport development in the South Lake Tahoe region. Balancing airport development needs with the protection of environmental resources is not only required by NEPA but is also a sound ethical practice. Whether completing an abbreviated Environmental Assessment or an Environmental checklist, this requisite NEPA documentation must be completed accurately and in a timely manner. Environmental projects under this contract will follow the requirements of FAA Order 1050.1E, Environmental Impacts: Policies and Procedures and FAA Order 5050.4B, National Environmental Policy Act - Implementation Instruction for Airport Actions. Jviation's environmental staff and ESA are well-suited to assist you through any environmental concern. The Jviation team's experience at TVL includes involvement in varying capacities from State, Local, NEPA, and US Army Corps of Engineers (USACE) environmental actions related to airport improvements.

Proper storytelling better conveys technical information and justification to an audience by drawing in the reader and inviting them to personally invest in it. Effective communication is critical to enable all audiences to clearly understand the benefits or challenges associated with alternative solutions. We have found that a picture, or more specifically, a good picture truly is worth a thousand words, particularly when it comes to alternatives planning. Stakeholders need to not just hear about or read about the future, they need to see it and be able to personally relate to it. We recognize that this sort of understanding and connection cannot be gleaned from an engineering drawing. That is why we have invested so much in our multimedia approaches and graphical modeling capabilities to enable stakeholders to virtually experience the future through static graphics, animations, and virtual reality technologies.

Implementation Phase: Capital Improvement Program, Detailed Financial Analysis, Implementation Plan

The Implementation Phase has the greatest impact on how an airport master plan is used to guide decisions. At its foundation is a comprehensive analysis of the airport's ability to implement and financially support the capital program. Moreover, this phase identifies the factors and critical projects that need to be managed and accounted for as larger objectives are pursued over time. Financial feasibility, political acceptance, environmental compliance, activity triggers, and stakeholder support are all intertwined and Jviation will spotlight all the steps and conditions that must be in place to achieve ultimate success.

Development and updating of the Airport's CIP requires identification of capital improvements, ranking each project based on the FAA's priority ranking system, inclusion of environmental reviews and approvals, cost estimates and funding sources. Potential funding sources, including Airport, FAA, state funds, and private sources will be identified.

The Airport's financial management is an important consideration in implementing recommendations. A financial implementation plan will be prepared according to the preferable phasing of capital improvements. An analysis of TVL's operating, maintenance and capital expenses, together with its revenues, will be prepared for the five-, ten-, and twenty-year time frames to illustrate how TVL will pay for recommended improvements.

The ALP is a plan set that provides a graphical depiction of the airport's existing conditions including building facilities, pavements, airspace and obstructions, as well as all proposed future development within a defined planning period. It is intended to provide guidance for the airport, federal and state agencies, and consultants for short-term and long-term capital improvement projects at the airport. Jviation is well-versed in producing ALP sets for airports of all sizes. These plans are compliant with all FAA standards, including FAA AC 150/5070-6B, Airport Master Plans; FAA AC 150/5300-13B Airport Design; FAA SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans; and FAA SOP 3.00, Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps. In addition to any planning efforts and/or narratives supporting the completion of the ALP. We utilize all appropriate sources of information for these drawings to minimize expense yet ensure accuracy including previous ALP and master planning documentation, aerial photogrammetry, airport Obstruction Chart, USGS mapping, legal descriptions, existing airspace and property surveys, airspace and obstruction analyses, FAA databases, and any other secondary sources readily available to TVL.

Beyond just the plan sets, Jviation tailors its master planning and ALP processes towards the individual needs of its client airports. We know that every airport is different, varying widely not just with respect to their local facilities, but also within the community context each must operate. We succeed in facilitating development of long-term planning efforts that fulfill the unique requirements of airports, while complying with ever-evolving FAA airport design, airspace, survey, and operational requirements. (This includes integration with FAA AGIS and eALP systems, as well as experience in addressing non-standard pavement geometries.) We have experience in addressing a wide range of issues that dictate each airport's individual master planning needs, including traditional airport planning needs, in addition to specialized services such as ground access, parking and air service. Jviation's wealth of master planning and ALP experience encompasses airports of all sizes, including numerous general aviation airports.

The planning effort at TVL will call for the revision of the ALP set to include changes to future development plans as well as property acquisitions/easement acquisitions/land releases for future development and clearing of obstacles to air navigation. Jviation planning and engineering staff will make use of the Airport's current ALP set and recent aeronautical survey to update and revise recommended projects and acquisition plans for submittal and approval by the FAA.

Additionally, our ALPs are not only full compliant with FAA requirements and standard operating procedures, but they are produced in both GIS and AutoCAD platforms to maximize their utility as well as their utility and longevity.

Approval Phase: Finishing Strong.

Even when a plan is 90 percent complete, there is still 90 percent remaining. Airport master plans are notorious for their ability to linger for years as they can fall prey to interminable reviews and bureaucratic logjams. Jviation's commitment to finish strong ensures the implementation of a clearly defined and timely plan. Jviation assigns a team member to own and facilitate the project closeout.

Stakeholder Engagement: Truly Reaching Out and Being There

The art of stakeholder engagement is often taken for granted. Challenges can arise when much of the planning is performed separate from the airport stakeholder community and the public. And whether it be directly affiliated with an airport master plan or part of some other planning effort, Jviation has a proven history of reaching out and engaging people on a personal level to broaden the audience, increase their participation, and encourage their approval. This will be the case with involvement by the TRPA. We recognize that the TRPA must be engaged in the planning process and have a say in the recommendations of the Master Plan. Jviation will maintain active outreach with the TRPA throughout the planning process.

Jviation has broad experience designing and implementing multi-faceted stakeholder engagement programs and will tailor this effort to meet the needs of TVL. Our outreach approach ensures that everyone directly affected by, or interested in the airport, has access to pertinent information and has a voice in the planning process. One key element of an engagement program is to educate the public about the airport and the laws, regulations, policies, guidelines, standards, and procedures that govern its operation, maintenance, funding, and development. The Jviation team is experienced in utilizing many types of outreach mechanisms:

- Planning Advisory Committee (PAC)
- Stakeholder/Focus Group Meetings
- Presentations to Elected Officials
- Public Information Meetings
- Surveys of Airport Users
- Meetings/Presentations at Discretion of the Airport
- Public Outreach Materials:
    - Interactive Airport Master Plan Website
    - Master Plan Brochure
    - Media Communication
    - Airport Tours
    - Airport Video
    - Planning Visualizations and Animations
    - Social Media—Master Plan Application (App), Facebook Page, and Twitter

OTHER KEY AREAS OF PLANNING FOCUS FOR TVL

Airspace Protection Evaluation and Mitigation

Jviation has a current and comprehensive understanding of TVL's latest obstruction survey and all the qualifications to complete a new AGIS Aeronautical Survey and Obstruction Analysis Report. In addition, through our recent completion of the Airport's Obstruction Mitigation Plan, we understand the current runway utilization patterns, existing procedures, and runway/airspace limitations at the Airport. That understanding will be critical to making well-educated recommendations to TVL and guiding the Airport through the process of addressing obstructions to air navigation. It is understood that TVL has significant challenges to overcome when it comes to obstruction clearing and mitigation. Jviation planners have worked with airports to develop a plan, initiate public outreach, and achieve consensus to resolve similar obstruction issues. For example, T. F. Green Airport in Providence, Rhode Island had obstruction issues similar in magnitude to TVL. The Jviation planner working on the project led stakeholders, including the FAA, state and regional agencies, through the analysis of obstructions and alternatives to address them, in order to devise a plan that everyone could accept.



TVL's Obstruction and Mitigation Study completed by Jviation in 2018

To aid in the analysis of obstruction data, Jviation employs a full team of surveying professionals knowledgeable in AGIS and airspace surfaces. Our capabilities in this area include setting controls, topography surveys, construction staking, Airports GIS, Exhibit 'A' property maps, property surveys, and more. Having these capabilities in-house means Jviation does not have to contract as extensively with subconsultants, thereby saving our clients' money.

Future Aeronautical/Non-Aeronautical Development

The use of land on and around airport property may have a dramatic impact on the development and profitability of the airport. Developing consensus and acceptance from stakeholders on properties that should be released from airport management is a common oversight. Non-aeronautical, yet compatible development not only increases airport revenue, it strengthens the relationship the airport has with the community by allowing opportunity and reducing the risk of potential incompatible use.

Specific to this contract, our team can detail existing land uses and applicable regulations in the vicinity of the airport. Identifying both TVL-owned property and off-airport land uses and regulations, our work will include reviewing local zoning ordinances, development codes and comprehensive plans. As mentioned before, Hilary Fletcher will be a key team member helping conduct planning charrettes and leading discussion groups to build consensus. We will work in concert with Airport and City staff, including the Airport Land Use Commission and City Community Development Department, to release certain areas for non-aeronautical development and market them to the private sector.

> The professional staff at Jviation have met or exceeded our expectations with every project they have been involved. It is clear that Jviation's philosophy of customer service is based upon a strong team concept that is key to any project's overall success.
>
> *- Jim Elwood, Airport Director*
> *Jackson Hole Airport*
> *(Former Director of Aviation, Aspen-Pitkin County Airport)*

Agency Coordination

Meetings with the FAA, Caltrans Division of Aeronautics, Tahoe Regional Planning Agency (TRPA) and other agencies will also be key to the success of TVL planning projects. The Jviation Team offers a diverse set of highly qualified professionals with the depth of expertise to develop physically, and financially realistic plans implemented through AIP. With a team that includes former FAA Northwest Mountain Region's Airport Division Manager Donna Taylor, former FAA Terminal Assistant District Manager - Rocky Mountain Region Greg Dyer, and former FAA Denver ADO Director Craig Sparks, Jviation can claim an unmatched knowledge of local, state, and FAA policies and procedures relating to the AIP, providing TVL with support through the maze of FAA policies and procedures. Our long-term relationships developed within the FAA extend throughout FAA headquarters, airports division, air traffic, airway facilities, flight standards, and flight procedures offices. Jviation will confer with TVL management and take advantage of these relationships when necessary.

Airport environmental consultant, ESA, Inc. is on the Jviation team to provide seamless support of the complex environmental analysis for the Lake Tahoe Airport including support for the contemplated Airport Master Plan. They will lead the documentation, analysis and outreach required for National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance as well as coordination with TRPA. ESA is currently part of the Jviation Team working on the TVL on-call engineering contract.

Benefit Cost Analysis and Business Development Materials

Conducting a return on investment and/or benefit-cost analysis, even if not required by the FAA, can be a valuable decision-making tool when it comes to justifying and prioritizing projects. Whether through a master planning process or a standalone project, Jviation has experience conducting these studies to help airports, cities, state, and federal agencies understand the cost implications and gains produced from a project. The study begins with identifying the goals and objectives of the project followed by a listing of project alternatives. Next, methods and measures to quantify costs and benefits within a given time frame are determined and carried out. Once costs and benefits are converted into a common value, a sensitivity analysis is performed to understand the effects of various possible outcomes. Based on all of this information, a recommended alternative (even if it includes the option to do nothing) can be chosen.

Jviation has a wealth of experience in developing business plans, marketing assessments, minimum standards, and other airport management guiding documents. Our assistance in this area begins with understanding the client's needs. We interview the airport manager on any issues with currently established documentation and develop a course of action that meets the client needs. Next, we review any existing documentation and provide any recommendations ranging from line-item edits to full rewrites. Examples from previous work is referenced as well as materials produced by similarly sized airports. Then, materials are reviewed by the airport, city management and legal team, with edits and revision made before they are presented to and adopted by city government. While this may sound like a simple process, Jviation understands, through experience, that this can sometimes be a contentious process. The establishment of leases as well as rates and charges follow a similar path whereby common industry practices are important references in the process. Jviation has performed statewide rates and charges studies (in Wyoming for example) and understands the full range of rates and charges common to airports like TVL.

By their nature, airports can be powerful economic generators for their associated sponsors and host communities. The primary goal of an economic impact study is to educate the non-aviation public on the economic benefits an airport affords its community and state. In large part, an ancillary benefit for documenting these economic impacts is to garner support for both state and local funding. Jviation staff have over 40 years of experience in airport economics and the ability to document and effectively communicate the economic value airports have on state, regional, and local economies. In addition to the quantification and documentation of direct on-airport and visitor impacts, our studies also address air cargo activity, the implication associated with major capital projects, impact allocation among various districts or counties and business sectors, impacts associated with aerospace manufacturing, military and aviation-services, tax revenues

generated by aviation activities, or the benefit to the airport sponsors stemming from increased passenger traffic. Finally, beyond just the hard-economic numbers, our studies tell the story of the airport – in what personal value it brings to the people in the communities, and in improvements to quality of life, safety, and education.

Economic Development Opportunities

As mentioned earlier, Jviation takes a focused view on airport facility capacity and utilization. A key step in any planning exercise is to understand the existing and future potential of an asset. Matching the capabilities of an asset to economic development opportunities increases the utilization of property and helps improve financial self-sufficiency of an airport. To maximize economic development opportunity, Jviation can engage local economic development leaders, Tahoe Chamber of Commerce, city leaders, developers, casino representatives and other local businesses to understand their needs, concerns, and opportunities for growth at the airport. Jviation has a history of reaching out to groups and organizations like this to uncover prospects the Airport would otherwise not realize.

Sustainability

The Jviation team employs sustainable strategies and principles as a function of our holistic planning and design approach. We recognize that each of us plays a key role in supporting sustainability within the built environment and prioritizing those practices that will benefit our projects, the City, and the community.

Our collaboration philosophy ensures that our sustainability practices are applied consistently with every client and within the Jviation organization to maximize the benefit to the environmental, social, and economic bottom line. Regardless of what green goals a project pursues, long-term success is defined by a reduced environmental footprint (carbon as well as impact to natural resources) from both users and operators.

Our team has built a reputation for planning and designing cost-effective, visually pleasing, and energy-efficient transportation facilities and development projects. Our team is familiar with local and federal sustainability programs and practices and has broad experience exploring sustainable development opportunities tailored to each client's vision.

Our success in this area may be measured by various metrics or benchmarks:

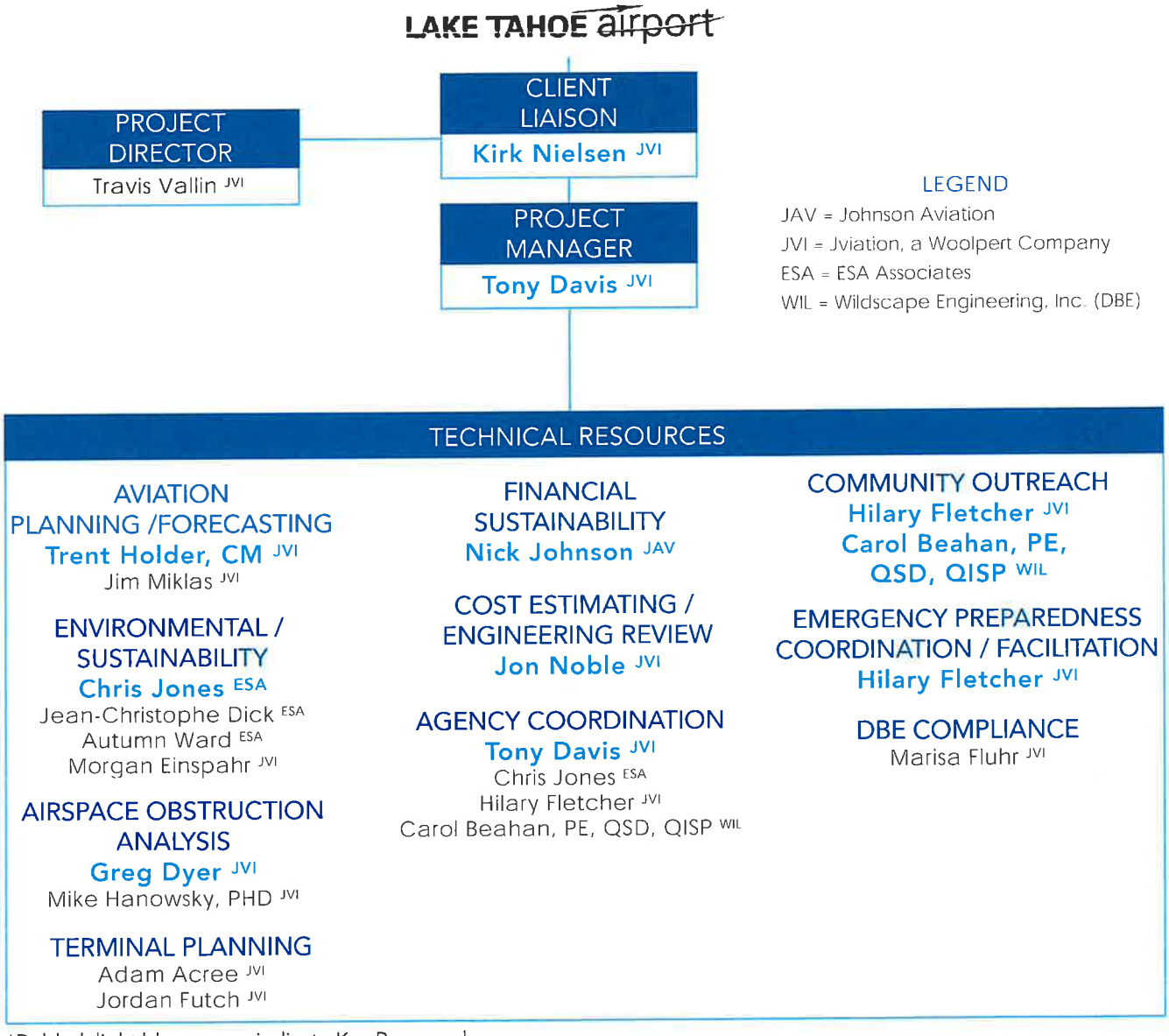
- Track carbon output to inform quantifiable reduction strategies
- Examine energy use and maintenance requirements via facilities inventory and energy modeling
- Use natural daylighting in facilities to reduce electrical loads
- Analyze renewable energy options and funding initiatives specific to the region
- Analyze facility automated controls to target occupant use and extend system lifespan
- Investigate continuous building commissioning to extract savings over the life of each facility
- Develop a safe, efficient process for material production, use, and destruction—especially for future development
- Develop a facilities/equipment maintenance road map grounded in sustainability
- Develop a long-term stormwater management plan to enable effective on-site water use

Emergency Response and Recovery

As noted in your RFP, one of the strategic priorities for the City is improving community emergency preparedness with a focus on the threat from wildland fires. Hilary Fletcher has extensive experience working with local governments and emergency response agencies to develop an emergency preparedness plan. As a former volunteer member of the Carbondale & Rural Fire Protection District, she worked numerous incidents in varying roles as Public Information Officer, Planning Section Chief, and Incident Commander. She also aids in airport emergency planning including accident debriefs, lessons learned, tabletop and mock drill exercises, and agency reviews.

3. PROJECT TEAM

The organizational chart below outlines the exceptional team we have assembled to provide On-Call Planning services for TVL. Our team provides the necessary skill sets to efficiently complete your airport master plan and other projects and will prioritize TVL by ensuring staff and resource availability. We will serve as an extension of your staff, successfully coordinating and communicating the Airport's needs to the FAA and the Caltrans Division of Aeronautics. Brief summary biographies of our key personnel are provided on the following page. Full resumes of the full team are provided in the appendix.



*Bolded, light blue names indicate Key Personnel

KEY PERSONNEL



Tony Davis | Project Manager & Agency Coordination

Tony brings TVL over 29 years of airport-focused planning expertise. He has completed 50+ airport planning studies for airports throughout the United States, including serving as the Project Manager for Jviation's current TVL On-Call Planning contract. Throughout his career, he has prepared comprehensive planning studies, master plans, layout plans, statewide system plans, feasibility studies, forecasting, alternatives development, minimum standards, and land use compatibility studies. Tony offers these robust technical skills to TVL.



Kirk Nielsen | Client Liaison

Kirk has served as a client liaison to TVL since 2018. He is highly knowledgeable of TVL's operating environment and the City's vision for the Airport. Through his work at TVL, Kirk holds strong relationships with the FAA ADO and Caltrans Aeronautics. He will support the contract with CIP development.



Jon Noble | Engineering

Jon has 13 years of experience in the aviation industry and has been supporting TVL's engineering needs since 2017. Jon brings extensive knowledge of FAA construction and has managed and/or provided Quality Control and Quality Assurance testing. He will support the On-Call Planning services is cost estimating services that align with industry and regional trends.



Greg Dyer | Airspace Obstruction Analysis

Greg brings 36 years of experience in airspace and obstruction analysis. He provides Jviation's clients with airspace analysis, air space routing, unmanned aircraft systems, and capacity/efficiency enhancements. He has supported efforts at TVL since 2017 and will continue to lead the evaluation and analysis of potential obstructions at TVL.



Nick Johnson | Financial Sustainability

Nick has over 30 years of experience and is a Complex Strategy Advisor providing airport land use, regulatory, facilities, and financial project solutions. He is based in California and is highly familiar with the state's regulatory requirements. Nick has a unique skill set in property redevelopment and land use compatibility near airports that he will bring to TVL.



Chris Jones | Environmental & Agency Coordination

Chris has over two decades of project management experience, including 17 years in the environmental field. He has been working at TVL and the surrounding community for years and has extensive knowledge of the challenges the region faces. His technical experience includes preparing aviation-related noise, air quality, greenhouse gas, and land use studies.



Hilary Fletcher | Community Outreach & Emergency Preparedness Coordination

Hilary has 33 years of experience in public outreach and has been supporting TVL with government and community outreach since 2017. Hilary also aids airports in emergency planning including accident debriefs, lessons learned, tabletop and mock drill exercises, and agency reviews.



Carol Beahan | Community Outreach

Carol's office is located within TVL and she is highly familiar with the airport and community. While formally educated in Civil Engineering and Zoology, Carol has also become an expert in community outreach and securing stakeholder support.

JVIATION OVERVIEW

Jviation is a planning, engineering, design, architecture, and construction management firm focused on aviation-related projects. This focus provides TVL with a team of professionals that possess an in-depth understanding of the aviation industry and the dynamics and legalities of working at airports from every angle.

Several members of our staff have direct experience as private pilots as well as previously serving as airport, county, state aeronautics, and FAA employees. This experience and knowledge allows us to bring a unique perspective regarding development issues when planning and implementing your projects.

Our team doesn't just follow the traditional approach to planning projects. The holistic approach we will bring to your technical and business challenges includes value-added resources skilled in state and federal funding, economic development, airspace analysis, public policy, community engagement, partnering facilitation, and government relations.

165+
AVIATION FOCUSED **EMPLOYEES**

SERVING
95+
AIRPORT CLIENTS

WITH
600+
AVIATION PROJECTS COMPLETED IN THE PAST **10 YEARS**



OUR SERVICE CAPABILITIES

Jviation understands the operational, financial, and environmental challenges facing airports today. We focus on developing solutions that best address an airport's opportunities, its physical limitations, its users' needs, and the community it serves. A full listing of our team's capabilities is shown below.

AIRPORT PLANNING

- Airport Layout Plans (ALPs)
- Airport Master Plans
- Feasibility Studies and Business Plans
- Financial Planning
- Airspace and Approach Analysis
- Airfield Operational Assessments and Plans
- Industrial and Business Park Planning and Design
- Land Use and Height Zoning Ordinances
- Capital Improvement
- Geographic Information Systems and eALP
- Sustainability Planning
- Innovative Revenue Diversification Planning
- Site Selection Studies
- Landside Planning

ARCHITECTURE AND FACILITIES PLANNING

- Terminal and Facility Planning
- Passenger Terminal Development
- Interior Design
- Security Systems, Telecommunications and Building Automation
- Airport special system facility design (baggage, security, IT)
- Equipment Specifications
- Programming and Planning
- TSA Checkpoint Design
- Hold Room and Jet Bridge Design
- ARFF Facilities
- SRE Facilities
- Airport Design Guidelines
- Wayfinding and Signage
- Sustainable and High Performance Design

ENVIROMENTAL PLANNING

- Categorical Exclusion Forms
- Environmental Assessments
- Environmental Impact Statements
- Wetlands Studies
- Management of Wetlands Mitigation
- Noise Modeling and Studies
- Airfield Operational Assessments and Plans
- Cultural Resources/ Historic Preservation
- Air Emissions Inventories
- Air Quality/ Greenhouse Gas Inventory Studies
- Fugitive Dust Permitting
- Stormwater Management Plans
- USACE Section 404 Permits
- Wildlife Hazard Assessments and Management Plans

ENGINEERING AND CONSTRUCTION MANAGEMENT

- Runway and Taxiway Extensions and New Construction
- Airport Pavement Evaluation and Design
- Pavement Rehabilitation and Reconstruction
- Roadway and Auto Parking Design
- Safety Area Expansion and Grading
- Apron Expansions
- Deicing Facilities
- Drainage Analysis and Design
- Fueling Facilities
- Airfield and Landside Electrical
- NAVAID and Visual Aid Installation
- Landscape Design
- Surveying

ADDITIONAL SERVICES

- UAS/UAM Technologies
- Airport Management Best Practices
- Airport Compliance
- Business and Strategic Plans
- Airport Operations
- Minimum Standards
- Presentation and Meeting Materials
- ARFF Analysis
- Airport Certification Manuals
- PFC Applications
- Public Involvement / Community Relations
- DBE Program Development
- Land Acquisition
- Airspace Analysis
- NextGen Implementation

ENVIRONMENTAL TEAMING PARTNER

Environmental Science Associates (ESA)

ESA is a professional services consulting firm specializing in National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documentation, environmental studies, planning, permitting, and landscape architecture. The company was founded in 1969, shortly before enactment of both NEPA and CEQA. ESA is a 100% employee owned firm whose core values promote sustainability and responsible environmental management. With over 500 professionals located across the United States, ESA is both large enough to offer a full range of services and small enough to provide personalized service. Their nimble, multidisciplinary teams bring project-specific expertise to the local level.

ESA is TVL's current on-call environmental consultant and a strong partner with Jviation. ESA and Jviation have worked jointly at TVL over the past four years as a blended team supporting all of TVL's needs. This strong working relationship translates to an efficient delivery team for TVL.

ESA has distinguished itself from many other environmental firms through the establishment of an Airports Group: a dedicated aviation consulting practice within ESA that serves airports nationwide. This team applies practical, interdisciplinary solutions to resolve environmental issues specific to airport projects in California alone. ESA has completed more than 200 successful airport projects. In addition to their excellent partnerships with many airport clients, ESA also has extensive experience and valuable relationships with the FAA and the Caltrans Division of Aeronautics.

ESA incorporates the latest national industry perspectives to their work. Their staff are experts in navigating both federal and state regulatory processes and stay informed of changes that arise as the regulatory process evolves. The company is actively assisting the FAA in developing national noise policy through the Policy, Engineering, Analysis, and Research Support (PEARS II) contract. This work provides valuable insight into the evolution of national policy relative to the airport environment. ESA has also played a critical role in both leading and supporting research conducted under the TRB Airport ACRP. This research provides unique insights into industry best practices and the direction of future FAA regulatory guidance.

50
Years of Environmental Documentation

150
Airports Served

5
Northern California Offices

85%
Clients are Repeat Business

FINANCIAL SUSTAINABILITY TEAMING PARTNER

Johnson Aviation Consulting

Johnson Aviation is a small business enterprise (SBE) that provides strategic land use and facilities planning, business planning, and lease negotiations for the airport industry. They offer their public and private clients a range of services, from program management and business process improvement to litigation support. Whether large hub or general aviation airport, they understand the unique considerations for airside and landside development, project entitlements, the surrounding airspace, and environmental requirements. The Johnson Aviation team has been working on airport projects since 1990 and with its network of partners can create individualized approaches for projects of every scope and size.

Johnson Aviation has extensive experience working with the FAA on national policy development and at the local airport level. Their specialty is land development, and they work closely with the owners/developers and local government to meet the demands of economic and population growth while protecting the airport environment. Aviation safety is their priority when balancing the needs of airport operators, landowners and project developers interested in tapping the full potential of the airport economic engine.

Nick Johnson founded Johnson Aviation in 2004 to provide leadership on high profile and contentious aviation projects. His work at Los Angeles International Airport and San Diego International Airport cleared the way for multi-billion-dollar development programs at each facility. The company's clients include the FAA, many large hub and general aviation airports, Boeing, NASA, Google's parent company, Alphabet, major landowners, developers, cities, and federal-government contractors.

Jviation has leveraged Johnson Aviation's expertise on numerous planning projects throughout the western region, including projects at Colorado Springs Airport, Eagle County Regional Airport, and Palmdale Regional Airport.

Johnson Aviation is located at 6524 Deerbrook Road, Oak Park, CA 91377

COMMUNITY OUTREACH TEAMING PARTNER

Wildscape Engineering, Inc.

Located at TVL, Wildscape Engineering, Inc. (Wildscape) is a boutique firm focused on engineering with a unique expertise in public outreach. This female-owned firm is located at TVL and is highly familiar with your needs and community. Outside of gaining community support, Wildscape has a distinct understanding of senior-level civil, restoration and geotechnical engineers and hydrologists experienced in the planning, design and construction of stream and wetland restoration, storm water management, and recreation and trail improvement projects. They specialize in engineering and environmental services focused on solutions to preserve, protect, and promote ecological health and environmental benefits. Wildscape has expertise in, ecological restoration planning, engineering design, hydrologic and hydraulic analyses, construction oversight, and construction inspection and monitoring. Wildscape excels in identifying sound, innovative yet practical, engineering solutions that best serve the needs of natural and designed systems. They have wide-ranging expertise from watershed scale conceptual planning to construction implementation within challenging environments such as an active river channel or steep ravine.

Wildscape is a certified small business (#00055445) and Certified Underutilized/ Disadvantaged Business Enterprise (UDBE/DBE #37803) established in May 2008 with offices in South Lake Tahoe and the San Francisco Bay Area. The president, Carol Beahan, PE, QSD, QISP has over twenty years of stormwater and watershed and wetlands restoration engineering and planning experience in the Lake Tahoe Basin and northern California. She has managed multi-disciplinary teams to conduct feasibility studies for wetland and water quality improvement projects, stormwater drainage, fish passage, wildlife habitat, transportation, and recreation planning. Ms. Beahan develops and implements engineering design plans, specifications, cost estimates, bid packages and pre-and post-construction mitigation monitoring plans. She has provided impacts and opportunities and constraints analysis for various environmental regulatory documents and permits. She has provided designs and construction oversight for numerous high profile river and wetland restoration projects within the Tahoe Basin and Truckee areas and has successfully led productive public and stakeholder meetings and community workshops. She is QSP/QSD and QISP-certified and has provided SWPPP development and site monitoring for numerous local private and public construction projects.

4. PAST OR CURRENT PROJECT EXPERIENCE

Through our work on similar planning projects, Jviation brings unique perspectives, understanding, objectivity, and experience to the development of TVL's master plan and On-Call Planning services. A sampling of our planning and environmental experience over the past 10 years is provided in the table below, while a more in-depth view of selected projects is shown on the following pages.

Projects	Airfield Planning	Landside Planning	Terminal/Facility Planning	Financial Planning	Environmental Planning	Airspace Planning	Public/Community Outreach	ALP Drawing Set	Commercial Service	FAA Denver ADO Coordination
Eagle County Regional Airport, Master Plan, CO	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Aspen-Pitkin County Airport, Various Planning, CO	✓	✓	✓	✓	✓	✓	✓			✓
Archuleta County Airport, Master Plan, CO	✓	✓	✓	✓	✓		✓	✓		✓
Central Colorado Regional Airport, Master Plan, CO	✓	✓	✓	✓	✓		✓	✓		✓
Colorado Plains Municipal Airport, Master Plan, CO	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Colorado Springs Airport, Master Plan and Land Use Study, CO	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Durango-La Plata County Regional Airport, Master Plan, CO	✓	✓	✓	✓	✓	✓	✓	✓		✓
Front Range Airport, Master Plan, CO	✓	✓	✓	✓	✓		✓	✓		✓
Greeley-Weld County Regional Airport, Master Plan, CO	✓	✓	✓	✓	✓		✓	✓	✓	✓
Gunnison-Crested Butte Regional Airport, Master Plan, CO	✓	✓	✓	✓	✓		✓	✓	✓	✓
Lamar Municipal Airport, Master Plan, CO	✓	✓	✓	✓	✓			✓		
Rocky Mountain Metropolitan Airport, Airport Layout Plan, CO	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Yampa Valley Regional Airport, Master Plan, CO	✓	✓	✓	✓	✓	✓	✓		✓	✓
Jackson Hole Airport, Various Planning Initiatives, WY	✓	✓	✓	✓	✓		✓	✓		✓
Laramie Regional Airport, Master Plan, WY	✓	✓	✓	✓	✓		✓	✓		✓
Riverton Regional Airport, Master Plan, WY	✓	✓	✓	✓	✓		✓	✓		✓
Rocksprings-Sweetwater Regional Airport, Master Plan, WY	✓	✓	✓	✓	✓		✓	✓	✓	✓
Driggs-Reed Memorial Airport, Master Plan, ID	✓	✓	✓	✓	✓		✓	✓		✓
Springfield-Branson National Airport, Master Plan, MO	✓	✓	✓	✓	✓		✓	✓	✓	
Elko Regional Airport, Master Plan, NV	✓	✓	✓	✓	✓		✓	✓	✓	
Carbon County Regional Airport, Master Plan, UT	✓	✓	✓	✓	✓		✓	✓		✓
Kanab Municipal Airport, Master Plan, UT	✓	✓	✓	✓	✓		✓	✓		✓
Wendover Airport, Master Plan, UT	✓	✓	✓	✓	✓		✓	✓	✓	



LAKE TAHOE AIRPORT (TVL)

On-Call Planning

SOUTH LAKE TAHOE, CA



Obstruction Mitigation Plan and Aeronautical Study

TVL is located on the south shore of Lake Tahoe. The communities surrounding Lake Tahoe have high environmental standards and highly defined environmental processes. The Lake Tahoe Basin is a unique area that is world-renowned for natural beauty and outdoor activities. This context begins to define the decision-making environment in the Lake Tahoe Airport vicinity.

The city of South Lake Tahoe completed the Obstruction Mitigation Plan and Aeronautical Study for in August 2017. The study was part of an effort to identify and address possible obstructions in areas critical aircraft safety, operation, and navigation to and from TVL. The results of the study identified extensive ground and tree penetration of critical surfaces in relation to Runway 18/36.

Jviation was selected to expand this study to determine an appropriate phasing and prioritization for easement acquisition and clearing of the identified obstructions. The study of the complex, mountainous terrain and extensive vegetation was highly technical; our task was to describe the complex interactions between flight procedures, airspace surfaces, and costs in an easy-to-understand narrative that clarified priorities and helped combine ADO and the Airport efforts to build a funding plan.

The Tahoe environment includes multiple governmental jurisdictions, as well as numerous environmental organizations. Our work on the study was designed to organize the technical survey data into effective presentations that were easily understood by large spectrum of stakeholders.

Rates and Charges Study

Lake Tahoe Airport must ensure that its rates and charges are appropriately set based on fair market values. The Airport facilities provide leased spaces for airport business operators, aircraft owners, and City offices among others, in its former commercial service terminal building.

Jviation is producing a Rates and Charges Study that includes an analysis of comparable airports rates and charges, local leasing rates to evaluate the current structure to determine if any adjustments are warranted.



EAGLE COUNTY REGIONAL AIRPORT (EGE)

Various Planning Initiatives

GYPSUM, CO

Airport Master Plan

Jviation successfully completed EGE's 2014 Airport Master Plan. Key efforts included inventorying facilities, updating base mapping, forecasting general aviation and commercial activity, preparing a facility requirements assessment, developing a 20-year CIP and funding strategies, assessing the environmental impacts, providing effective outreach to the public and stakeholders, and updating the ALP drawings. The plan also included airside geometry analyses, approach analyses, landside traffic flow and parking analyses, and ultimately set the stage for the most recent terminal redevelopment.

Approach Procedures

Jviation worked with EGE and a large group of professionals from all aspects of the industry, including the FAA, commercial airlines, and general aviation experts, to develop new departure procedures for Runway 25. These new procedures are providing better and safer options for aircraft flying in and out of EGE. While the newest technology improves safety buffers, the fundamental challenge remains the same—how to guide the pilots and aircraft through the mountains. This project provided guidance to keep the aircraft over the lowest part of the valley and centered between the highest points of terrain.

Emergency Response Preparedness

Jviation actively assisted EGE in conducting its tri-annual FSE in 2017. The effort included components for area emergency response organizations and agencies, selected medical facilities, county and municipal representatives, and other selected entities. The exercise was designed to demonstrate and evaluate the area's capability to respond to a Mass Causality Incident at the airport. During high-stress incidents, effective emergency response comes from well-trained and prepared personnel.



KEY ELEMENTS OF THE WORK

- Airport master planning
- Environmental planning
- Terminal/facility planning
- Landside planning
- Sustainability
- Public outreach and engagement
- Forecasting
- Approach analysis
- Emergency training
- Local agency coordination
- FAA coordination and compliance
- Capital Improvement Plan (CIP)



COLORADO SPRINGS AIRPORT (COS)

Various Planning Initiatives

COLORADO SPRINGS, CO

Land Use Compatibility Study

As an enabling project to the Airport Master Plan, Jviation first completed a Land Use Compatibility Study to analyze existing and planned land uses on and around the Airport to ensure that both the airport and the community can continue to thrive and grow in harmony during the community's significant growth. The primary challenge of this project was to address the pending development near the Airport. The Airport and City were concerned that existing land use controls were not adequate to allow for future airport growth in the face of encroachment. To meet the needs of this challenge, Jviation leveraged industry leading experts in the area of land use and property legal issues. The team established definable guidelines for over 80 land uses surrounding the Airport as well as determined a procedure the Airport's staff and board could follow in reviewing land use applications. The study made recommendations to jurisdictions surrounding the Airport to implement land use policies as well as zoning and building ordinances that balance the current and projected future needs of the Airport with the needs of the community and property owners. The project developed new airport noise contours based on forecasted activity levels and overall airport capacity. An extensive outreach campaign was created as a part of the project to gain critical input from neighboring jurisdictions and Airport Advisory Commission members.

Airport Master Plan

In 2021, Jviation initiated a new Airport Master Plan for COS, the first full update since 2013. Since the last update, Colorado Springs had experienced rapid development across the City and County, including on and immediately adjacent to the Airport. A new master plan was recommended to ensure FAA design standards are met so that proposed improvements remain eligible for future federal airport improvement grants.



KEY ELEMENTS OF THE WORK

- Land use planning
- Airport master planning
- Environmental planning
- Terminal/facility planning
- Landside planning
- Sustainability
- Public outreach and engagement
- Forecasting
- Noise
- Cost estimating
- Local agency coordination
- FAA coordination and compliance



ASPEN-PITKIN COUNTY AIRPORT (ASE)

Future Air Service Planning Study

ASPEN, CO

The Future Air Service Planning Study analyzed industry trends, air service market options, and airfield/airspace configuration alternatives to ensure that ASE remains viable with the forecasted changes in the industry. Initially, the study team developed 18 alternatives which were evaluated during three separate stakeholder meetings. As a result of the evaluation, two alternatives emerged for further study. Both alternatives can facilitate next generation regional commercial aircraft operations and meet the Airport's goal of complete operational freedom on the east side (void of any restrictions)



KEY ELEMENTS OF THE WORK

- Airfield/airspace planning
- Terminal/facility planning
- Design guidelines
- Sustainability
- Public outreach and engagement
- Cost estimating
- Local agency coordination
- FAA coordination and compliance

Design Guidelines

This project implemented a set of design guidelines to ensure that future airport development and redevelopment is consistent with community values and reflects high standards for architectural quality, environmental sensitivity, neighborhood compatibility, and sustainability.

The ASE design guidelines are structured to address all on-airport improvements through a tiered approach. Several considerations informed the development of the design guidelines: airport security and operational requirements, quality of service and experience for airport users, scenic view planes, and other land use requirements requested by the community.

Terminal Area Plan (TAP)

Although the commercial terminal building had undergone one major addition and major system repair, the terminal area at ASE needed to be redesigned and upgraded. ASE's needs were evaluated and alternatives were developed to meet current and projected demand, satisfy code compliance upgrades, improve to facility systems in disrepair, improve passenger experience, evaluate intermodal transportation, and minimize their environmental footprint. The plan consists of an evaluation of the existing terminal, landside and airside areas; forecast preparation; facility requirements and space programming; alternatives evaluation; and other tasks.

JACKSON HOLE AIRPORT (JAC)

JACKSON, WY

Conceptual Area Plan

Jackson Hole Airport's location within the Grand Teton National Park presents unique challenges for meeting the evolving needs of the airport's aviation users and businesses. The Conceptual Area Plan's (CAP) goal was to determine the highest and best use of the limited space within the Development Sub-Zone, while finding a balance to accommodate the future needs of commercial service and general aviation activity at the airport. The CAP ultimately identified a preferred development strategy that most efficiently utilizes the space available for future commercial aircraft operations, general aviation operations, ARFF and snow removal operations, a rental car service facility, and other facilities, such as parking for airport users and rental cars. The CAP also included a space reservation for future expansion of the existing airline passenger terminal as identified in previous airport studies, and documents existing facilities and infrastructure, including the expected life cycle of each facility. Existing conditions were compared to an estimate of demand for hangars, aprons, and automobile parking, with the resulting development and redevelopment strategy identified to meet JAC's needs.



KEY ELEMENTS OF THE WORK

- Development strategy
- Airside and landside planning
- Facility analysis
- Environmental sustainability
- Extensive agency coordination
- FAA coordination and compliance

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT (GUC)

GUNNISON, CO

Airport Master Plan

Jviation completed the Airport Master Plan for GUC that focused on several specific issues. First, existing terminal building constraints were identified, alternatives were developed, and an evaluation of alternatives to either rehabilitate the existing building or build a new terminal was conducted. The analysis also included evaluating the vehicle parking lot, airport access road, and bus loading areas. Next, a detailed and extensive air service market analysis was prepared that included potential growth opportunities, the impact of recent changes in the airline industry, the potential to increase air service in the summer seasons as well as during winter months. The Dallas and Houston markets were identified as the greatest potential for future service growth for GUC. Lastly, the Master Plan implemented a broad-reaching public coordination program to ensure that all interested parties were aware of the plan and had an opportunity to provide their input. In addition, the Airport Master Plan was integrated with parallel planning efforts by both the City of Gunnison and Gunnison County.



KEY ELEMENTS OF THE WORK

- Airport master planning
- Environmental planning
- Terminal/facility planning
- Landside planning
- Public outreach and engagement
- Forecasting
- Air service market analysis
- Local agency coordination
- FAA coordination and compliance

5. REFERENCES



JACKSON HOLE AIRPORT

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Airport Manager

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COLORADO SPRINGS AIRPORT

Greg Philips, AAE

Director of Aviation

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ROCKY MOUNTAIN REGIONAL AIRPORT

Paul Anslow

Airport Manager

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DRIGGS REED MEMORIAL AIRPORT

Lori Kyle

Manager

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6. EXPERIENCE IN NAVIGATING CALIFORNIA REGULATORY REQUIREMENTS TO DELIVER AIRPORT CAPITAL DEVELOPMENT / REDEVELOPMENT PROJECTS

The Jviation team has extensive experience navigating California regulatory requirements through our work at TVL and throughout the state. Below are a few examples of our experience.

TVL OBSTRUCTION MITIGATION PROJECT

This study was part of an effort to identify and address possible obstructions in areas critical aircraft safety, operation, and navigation to and from TVL. The results of the study identified extensive ground and tree penetration of critical surfaces in relation to Runway 18/36.

Jviation was selected to expand this study to determine an appropriate phasing and prioritization for easement acquisition and clearing of the identified obstructions. The study of the complex, mountainous terrain and extensive vegetation was highly technical; our task was to describe the complex interactions between flight procedures, airspace surfaces, and costs in an easy-to-understand narrative that clarified priorities and helped combine ADO and the Airport efforts to build a funding plan.

LONG BEACH AIRPORT, NEW AIRFIELD LAYOUT

While employed at another firm, an ESA team member helped prepare a new airfield layout for Long Beach Airport. The new airfield design was based on the latest FAA guidance in Advisory Circular 150/5300-13A and Engineering Brief 75, and the layout mitigated multiple FAA-identified hot-spots. The proposed changes reduced the number of taxiway/runway interactions, improved airfield geometry to increase pilot acuity, and increased available area for on-airport development. The changes were proposed and approved by the City Council of Long Beach and formed the core of Long Beach Airport's airfield capital improvements for a decade. Many improvements have already been implemented, allowing for the elimination of several hot-spots on the airfield.

SAN DIEGO INTERNATIONAL AIRPORT, NEW T1 PROJECT

Johnson Aviation provided demand and capacity analysis expertise for the California Environmental Quality Act (CEQA) project Environmental Impact Report (EIR). The project environmental team leveraged their extensive knowledge of airport operations and physical constraints to justify the Terminal 1 replacement project, advance it through the environmental process, and ensure the justification withstood legal challenge. The T1 project budget of $3.4 billion represents one of the single largest capital investment projects in California Airports over the last decade. The combination of airport-specific knowledge and California regulatory experience provided by Johnson Aviation offers design teams and clients a strategic advantage in considering the full range of develop options.

ONTARIO INTERNATIONAL AIRPORT OWNERSHIP TRANSFER

Johnson Aviation led the transfer of ownership to the Ontario International Airport Authority and met all regulatory, financial, legal, environmental, and operational due diligence necessary to satisfy California and federal requirements. The combination of knowledge, focus, and tenacity to plan for the ownership transfer while creatively solving problems as they emerged in the complicated and uncertain process is a hallmark of the unique services Johnson Aviation provides to airport clients throughout California.

LOS ANGELES INTERNATIONAL AIRPORT MASTER PLAN

Johnson Aviation led the LAX Master Plan to complete the regulatory entitlements for the complete redevelopment of California's leading international gateway airport. This foundational planning effort produced the federal, State, and local approvals necessary to design and construct nearly $20 billion in transformative airport infrastructure. Planning entitlements included a general plan amendment to the City of Los Angeles General Plan and the first ever LAX Specific Plan ordinance to implement zoning regulations for the Master Plan elements. Johnson Aviation understanding of the California land use regulatory environment offers clients the deepest skill set available for airport planning and development understanding that clears the way to actual project construction.

CALIFORNIA PACIFIC ELECTRIC COMPANY'S (CALPECO) 625 AND 650 ELECTRICAL LINE UPGRADE PROJECT EIR/EIS



Wildscape Engineering, Inc. provided the hydrology and water quality analysis for the combined Environmental Impact Report (EIR) and Environmental Impact Statement (EIS) under the California Public Utilities Commission, USDA Forest Service, and Tahoe Regional Planning Agency leads. Under the proposed project, several miles of new electrical utility line were to be constructed over steep mountainous terrain within two pristine alpine watersheds, and would cross several creeks, drainages, and wetland areas. An approved hydrology and soils specialist report, per USFS requirements and several maps, were produced as part of the assessment effort and Project construction was completed in 2017.

ARROYO DEL VALLE PEDESTRIAN BRIDGE FEASIBILITY STUDY, FINAL DESIGN, CEQA, PERMITTING AND CONSTRUCTION SUPPORT



Carol Beahan, PE and Wildscape Engineering completed a feasibility study and conceptual design (1st Phase) for a proposed bridge across the Arroyo Del Valle Alameda County, CA to connect two popular regional park trails. Wildscape managed a multidisciplinary team and collaborated with several stakeholder groups: East Bay Regional, the Livermore Area... and the USGS. The team identified feasible alternative alignments for a multi-use bridge over Arroyo Del Valle creek and developed conceptual designs, costs, and a permitting matrix for the preferred alternative. Topographic, geologic, soils, and stream gauge data were assessed along with dam operations and the FEMA regulatory floodplain to determine bridge height, span and structural needs, permitting requirements, and associated construction costs.

Wildscape managed the CEQA document and permit acquisitions and completed final Phase 2 construction documents and permits in 2018. Permit were obtained via the FEMA regulatory process, a required Conditional Letter of Map Revision and Letter of Map Revision (CLOMR/LOMR) necessitated development of the FEMA Effective model and revision of the area's floodplain regulatory map. The full effort delivered a bridge design that complied with floodplain management regulations, connected several trails, and was aesthetically appropriate for the park setting. The bridge was constructed and dedicated to a popular county supervisor in 2019.

7. GOOD FAITH EFFORT IN INCLUDING DBE'S

Jviation is committed to ensuring diversity and inclusion opportunities. We have established strong working relationships with a variety of small and disadvantaged firms throughout the US, with an emphasis on minority-, women-, and veteran-owned businesses.

We strive to provide mentoring and expansion opportunities, so minority or disadvantaged consultants can access broader experiences and future teaming potential. A more diverse pool of consultants adds value to our clients' projects by increasing competition and creating space for new perspectives. Building these partnerships helps clients discover new, capable firms that have no previous work history in the area. This allows major/prime consultants more opportunities to work and develop partnerships with firms who provide value and greater bench strength to the team.

Jviation is committed to leveraging DBE firms on this contract. We believe that DBE firms are a vital component of the team and their involvement benefits the South Lake Tahoe community. Our team is invested in expanding the opportunities available to DBE's and helping them grow. Our current DBE team member is:

- Wildscape Engineering, Inc. for public and community outreach support services.

GOOD FAITH EFFORT OVERVIEW

Jviation will implement the following actions to achieve a high degree of participation of DBE firms:

- Identify elements of the work to be performed by our DBE partners.
- Identify opportunities for additional participation in services that Jviation typically self-performs.
- Initiate a communication plan and project team meetings to fully integrate and collaborate with our partner firms.
- If work elements arise that require a specialized field, our team will identify and vet qualified firms for inclusion in the project
- Ensure a successful plan by promptly paying DBE subcontractors. We also provide the required language in all contracts to ensure prompt payment is made by the prime contractors.
- Jviation will assist TVL throughout each project to ensure the program has been administered in good faith.
- To ensure the individual project and year-end goals have been satisfied and recorded, Jviation will track and submit the required documentation to TVL at the end of each project and at the end of TVL's fiscal year.

Jviation is a leading proponent of DBE's, and other small businesses in the development of transportation-related projects. We welcome the opportunity to provide firms with significant and meaningful participation in our projects.

Jviation has extensive experience working with airport sponsors and the FAA to ensure compliance with regulations of the U.S. Department of Transportation, 49 CFR Part 26. We have a dedicated DBE Program Coordinator, Marisa Fluhr, on staff that is highly knowledgeable of the compliance requirements. She supports numerous airports, including TVL, with managing their DBE program.

APPENDIX

TRAVIS VALLIN

Principal-in-Charge | Project Director

Travis has 27 years of experience managing complex aviation programs. Previously with the Colorado Department of Transportation Aeronautics Division, where he was named to the Aeronautics Director's position in 1998, Travis served as the point of contact for the Governor, State Legislature and Colorado Department of Transportation on all aviation issues throughout the State. A major reason for Travis's success as Director was his thorough understanding of the challenges and opportunities facing the aviation industry, his ability to find consensus on issues impacting airports on a wide variety of aviation issues, and his understanding of how each airport supports regional, statewide, and national aviation systems and economies. His work on The Colorado Surveillance Project is a prime example of his leadership in bringing local, regional, state, and national interests together to create an innovative and cost-effective method to improve safety and efficiency within the National Airspace System.



Bachelor of Science, Airway Science Management

- FAA-Certified Airport Safety Inspector
- FAA-Certified Rescue Fire Fighter (ARFF)
- Private Pilot

Project Experience

Land Use Study
Colorado Springs Airport | Colorado Springs, CO
Principal

Strategic Business Plan
Rocky Mountain Metropolitan Airport | Broomfield, CO
Principal

KIRK NIELSEN

Client Liaison

Kirk has been managing complex airport projects and programs since 1996. Prior to joining Jviation, Kirk served as Program Manager and Aeronautical Planner for the Utah Department of Transportation's Division of Aeronautics (UDOT Aeronautics). He supervised the state's airport grant program and airport development throughout Utah from 2003 to August 2012. While working for UDOT, he served as Project Manager on the State System Plan, Programmatic Sensitive Species Habitat Management Plan, and the yearly CIP.

Kirk is currently the Office Manager of Jviation's St. George office. He a Project Manager and Project Liaison for Jviation, and he coordinates all the CIPs with the states and FAA for the Jviation clients in California, Idaho, Nevada, and Utah.



MBA

Bachelor of Science, Civil Engineering

- Professional Engineer, UT, NV, ID

Project Experience

Terminal Apron Rehabilitation
Lake Tahoe Airport | South Lake Tahoe, CA
Project Manager

Master Plan
St. George Regional Airport | St. George, UT
Project Manager

TONY DAVIS

Project Manager

Tony has been an aviation consultant since 1994, providing master planning, system planning, and economic impact analysis to airport and state clients throughout the country. For most of his career, he has served as a senior aviation project manager for airport planning projects and has led dozens of airport master plans throughout the United States and was responsible for all phases of the planning process. His development of short-, medium-, and long-term alternative concepts assist airports in understanding the phased construction of airport infrastructure while maintaining critical components of airfield operation, terminal and landside facilities.



MBA
BS, Aviation Business Management
AS, Aeronautical Science

FAA Flight Certificates:

- Commercial
- Instrument
- Private Pilot

Project Experience

Master Plan Update
Elko Regional Airport | Elko, NV
Project Manager

Master Plan
Driggs Reed Memorial Airport | Driggs, ID
Project Manager

TRENT HOLDER, CM

Aviation Planning

Trent is passionate about leveraging aviation planning to create fiscally intelligent and sustainable improvements for his clients. Trent focuses on creating highly accurate aviation traffic forecasts that breeze through FAA and State Aeronautics review. He is knowledgeable at collaborating with stakeholders and community partners to ensure completion of programmatic and fiscal contractual requirements. Growing up in his grandfather's hangar in northwest Wyoming, he is as comfortable in a boardroom as he is in a pilot's lounge. Trent's approachable style allows him to convey complex airport and regulatory topics in understandable terms.



MS, Forensic Psychology
BA, Psychology

Project Experience

Master Plan and Airport Layout Plan
Colorado Springs Airport | Colorado Springs, CO
Aviation Planner

Master Plan
Rangely Airport | Rangely, CO
Aviation Planner and Project Manager

JIM MIKLAS



BS, Journalism

Aviation Planning

Jim is Jviation's Manager of Aviation Planning and manages all facets of aviation planning projects for both commercial and general aviation airports throughout the United States. His efforts have extended from the strategic (i.e., state aviation system plans, economic impact studies, airport master plans, strategic business plans, etc.) to the tactical (i.e., survey and airspace analyses, easement acquisitions, site evaluations, etc.) for airports of all sizes and in various locales. His background as a private pilot and in fixed-based operator services bolsters his understanding of the needs of pilots, airlines and airports.

Project Experience

Master Plan
Colorado Springs Airport | Colorado Springs, CO
Senior Planner

Master Plan
Cal Black Memorial Airport | Halls Crossing, UT
Project Manager

CHRIS JONES



Juris Doctor
BA, Sociology

- American Institute of Certified Planners
- AICP Certification

Environmental

Chris has more than two decades of project management experience, including seventeen years of experience in the environmental field as a project manager, technical lead, and author of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental documentation for various aviation, transportation, land use, and energy projects. He has a depth of experience in evaluating the environmental effects of airspace procedure changes including several Federal Aviation Administration (FAA) Metroplex projects across the United States. He also has experience in the preparation of Airport Land Use Compatibility Plans for airports in the State of California. His technical experience includes preparing aviation-related noise, air quality, greenhouse gas (GHG), and land use studies. He has expertise in GIS and experience in the use of various modeling software used for noise and air quality analyses. In addition, Chris has experience coordinating agency consultation and project permitting with both federal, state, and local agencies.

Project Experience

Land Use Compatibility Plan Update
Lake Tahoe Airport | South Lake Tahoe, CA
Project Manager

Environmental Assessment and Initial Study/Negative Declaration for Proposed Commercial Airline Service Project
Bishop Airport | Inyo County, CA
Project Manager

JEAN-CHRISTOPHE DICK

ESA

Environmental

Jean-Christophe Dick is a multidisciplinary airport consultant with more than 15 years of experience in airport planning at medium and large hub airports across the United States. He has worked on airport master plans including in depth airport layout plan updates, terminal planning, and airfield geometry. Having worked on two of the first Federal Aviation Administration (FAA)–funded airfield geometry studies at the Long Beach and Tucson airports, Jean-Christophe is able to understand and apply principles of safer airfield geometry design at airports in the United States and abroad.

Project Experience

Airfield Geometry Study Phase I
Long Beach Airport | Long Beach, CA
Project Manager

On-Call Planning
San Diego International Airport | San Diego, CA
Deputy Project Manager



BS, Business & Technology

- FAA Private Pilot
- International Air Transport Association Certificates
  - Aviation Law for Managers
  - Aviation Marketing
  - Aircraft Operating Lease Contracts

AUTUMN WARD, CM, ENV SP

ESA

Environmental

Autumn has 18 years of experience in the aviation field. She has a robust background in environmental planning, airport facility planning, and aviation safety. Her project experience has included facilities ranging from small general aviation airports to major large-hub air carrier airports in the United States and abroad. She is experienced with the Federal Aviation Administration and airport certification requirements and skilled in documenting and presenting the results of technical analyses in a manner that can be clearly understood by the public.

Project Experience

Part 150 Study and On-Call Services
Naples Municipal Airport | Naples, FL
Project Manager

New Airline Service Environmental Assessment
Bishop Airport | Bishop, CA
Project Director



MS, Aeronautics
BS, Aviation Business Administration
Registrations:

- American Association of Airport Executives
- Envision™ Sustainability Professional and Verifier

MORGAN EINSPAHR, LEED GA



MS, Environmental Management
BS, Aviation Management

Environmental

Morgan specializes in environmental planning for aviation-related projects, including NEPA document preparation, CatEx clearances, environmental assessments, public involvement, and airport master plans. Morgan is a commercial and instrument rated-pilot, and has extensive hands-on experience in airport operations and aviation planning. She has prepared numerous specialized environmental studies in support of airport improvement or development projects, including cultural resource investigations, air quality modeling, wetlands delineations, endangered species surveys, and compatible land use planning studies.

Project Experience

Master Plan
Eagle County Regional Airport | Gypsom, CO
Environmental Planner

Environmental Assessment for Land Acquisition
Riverton Regional Airport | Riverton, WY
Environmental Planner

GREG DYER



BS, Public Administration

Airspace/Obstruction Analysis

Greg has worked with all aspects of aviation including military and unmanned aircraft systems. He spent 34 years with the FAA in Air Traffic Control Operations and Management. His experience includes leading ARTCC and tower facilities. Greg was the FAA lead for the Colorado WAM project and led the Denver ARTCC component of the Denver RNAV structure development. His FAA roles included Airspace and Procedures manager at Denver ARTCC, Traffic Management Officer and acting Facility Manager. His specialties include capacity and efficiency planning at major hub airports and at mountainous airports. As Rocky Mountain District Manager Greg oversaw the terminal facilities in Colorado, Montana, Utah and Wyoming, including 20 ATCT's and TRACON's. He was also an FAA Safety Management System lead responsible for Safety Risk determinations and instruction. His current projects include Commercial Space Site licensing, Advanced Air Mobility (eVTOL), Unmanned Aircraft Systems and capacity planning for airports and airlines. He is currently involved in the North Dakota-Vantis Beyond Visual Line of Sight program for unmanned vehicles.

Project Experience

Obstruction & Mitigation Study
Lake Tahoe Airport | South Lake Tahoe, CA
Aviation/Airspace Services Director

Instrument Department Procedure Development
Eagle County Regional Airport | Gypsum, CO
Aviation/Airspace Services Director

MIKE HANOWSKY, PHD



PHD, Engineering
MS, Transportation & Operations Research
BS, Industrial Engineering and Operations Research

Airspace/Obstruction Analysis

Mike joined Woolpert's Strategic Consulting Group in 2019 and will be available as a resource for your airport. He brings 20 years of experience in aviation, surface transportation, and facilities consulting. Mike's technical work includes airfield and airspace modeling tools, airfield planning, passenger flow and terminal simulation, forecasting, aviation data science and advanced analytics, and decision analysis and software development for decision support tools. Mike is a former Science and Technology Fellow with the American Association for the Advancement of Science and a Fulbright Scholar. He holds a Doctorate degree and Master's degree from the Massachusetts Institute of Technology.

Project Experience

Airfield Simulation Analysis
John F. Kennedy International Airport | Queens, NY
Project Manager & Technical Lead

Airport Go-Arounds Analysis
City and County of San Francisco | San Francisco, CA
Project Director

ADAM ACREE, LEED AP



MS, Architecture
BS, Architectural Studies

Terminal Planning

Adam is an architectural designer and construction administrator with ten years of experience in the architecture industry. His experience includes designing elements for a variety of buildings and overseeing the construction activities in the field. He has been involved with aviation, educational, commercial, and retail projects. Adam supports successful project delivery by working closely with contractors and coordinating construction efforts.

Project Experience

Terminal Expansion and Rehabilitation
Laramie Regional Airport | Laramie, WY
Architectural Phase Manager

Terminal Renovation
Jackson Hole Airport | Jackson, WY
Architectural Phase Manager

JORDAN FUTCH



Terminal Planning

Jordan brings seven years of architectural design experience. He began his career as a rebar detailer, providing him with a strong background in structural design. Prior to joining Jviation, Jordan worked as veterinarian architectural designer during which he designed and managed projects in the southeast United States. He is an Autodesk Certified Personnel and is currently pursuing architecture licensing.

Project Experience

Terminal Electrical Upgrades
Casper/Natrona International Airport | Casper, WY
Architectural Designer

Ticket Counters
Jackson Hole Airport | Jackson, WY
Architectural Designer

MS, Architecture
AS, Science in Drafting

NICK JOHNSON

Financial Sustainability



Nick is a Complex Strategy Advisor leading airport land use, regulatory, facilities, and financial project solutions. He has over 30 years of experience and expertise in airport planning and development at airports of all sizes. His experience includes project development on airports, nearby and through-the-fence by applying a broad array of expertise from business and financial analysis to airspace and operational procedures improvement. He does so as a collaborator with teams of all sizes to meet client needs and expectations. Specialties include lease negotiations, business strategy, facilities planning, ownership transfer, environmental entitlements, regulatory certification, security planning, real estate strategy, and construction planning, Nick founded Johnson Aviation in 2004 providing leadership on high profile and contentious airport master planning and environmental projects.

Project Experience

Adaptive Property Reuse Study
Ontario International Airport | Ontario, CA

Master Plan Study
Los Angeles International Airport | Los Angeles, CA

Master of Public Administration
BS, Aviation Management

JON NOBLE, PE



BS, Engineering

Engineering

Jon has 13 years of experience providing civil design, field engineering, geotechnical engineering and materials testing services to clients throughout the United States. Prior to joining Jviation, Jon served as a Staff Engineer for a geotechnical engineering and materials testing firm. His experience includes managing laboratory accreditations and inspections, assisting his senior manager in supervising technical staff, and handling the day-to-day management of significant projects (i.e., establishing/maintaining schedules and preparing/reviewing correspondence). Jon has extensive knowledge of FAA construction and paperwork and has assisted in managing and/or providing Quality Control and Quality Assurance testing.

Project Experience

General Aviation Apron Rehabilitation Phase 5
Lake Tahoe Airport | South Lake Tahoe, CA
Project Manager

De-Ice Pad/Apron
Aspen-Pitkin County Airport | Aspen, CO
Resident Engineer

HILARY FLETCHER



Master of Public Administration
BA, American History

Community Outreach | Emergency Preparedness Coordination

Hilary started her career in Pitkin County, Colorado in 1988, and served in numerous positions until her appointment to the County Manager position in 2001. She served as part of a five-member Board of County Commissioners and held the position for 10 years. Hilary was responsible for leading and managing an organization of 240 employees with an $80-million annual budget. She leverages her public-policy experience to provide public engagement and policy support for numerous clients throughout the country. Her career includes numerous community facilitation projects, land use mediations, and community collaboration projects at the state, regional, and national levels. She has helped local governments, special districts, and non-profits address organizational issues, develop strategic plans, and conduct community outreach initiatives.

Project Experience

TVL Rates and Charges Study
Lake Tahoe Airport | South Lake Tahoe, CA
Project Manager

Emergency Preparedness Coordination
Eagle County Regional Airport | Gypsum, CO
Project Manager

CAROL BEAHAN, PE, QSD, QISP

Community Outreach

Carol is a registered civil engineer experienced in the planning, design and construction of river, wetland, and upland restoration and water quality improvement projects. She has managed multi-disciplinary teams to plan and design for drainage, water quality, recreation, habitat, and transportation improvements. Carol has developed and implemented SWPPPs, pre- and post- construction and mitigation monitoring plans, provided hydrology, water quality and flooding analyses for master plans and transportation environmental planning documents and acquired numerous constructions permits. Areas of expertise include stormwater drainage, river, wetland and habitat restoration planning, design, and implementation; construction documents and permitting.



BS, Civil Engineering
BS, Zoology
- Registered Civil Engineer (CA)
- Certified QSD/QSP

Project Experience

Creek Restoration Project
Bijou Park | South Lake Tahoe, CA

Commercial Redevelopment Project
The Crossing | South Lake Tahoe, CA

MARISA FLUHR

DBE Compliance

Marisa has eight years of project coordination and contract administration experience in the aviation engineering industry. Her position as a Project Coordinator within an engineering team means she has experienced the full spectrum of project administration: from scoping and contract administration, to construction documents and bidding assistance. She has worked with various airports throughout the United States, including the Lake Tahoe Airport. Marisa is responsible for supporting Jviation's airport clients in the following areas:

- Project Documentation
- Subcontract coordination and compliance
- Disadvantaged Business Enterprise Tracking and Reporting
- Invoice Report Preparation
- Retention Tracking and Assistance
- Project Scheduling Support



BS, Business Administration

Project Experience

DBE Reporting
Lake Tahoe Airport | South Lake Tahoe, CA
Project Coordinator

DBE Reporting
Elko Regional Airport | Elko, NV
Project Coordinator

EXHIBIT B

BILLING RATE SCHEDULE OF

Billing Rate Schedule will be adjusted annually based on CPI

2022 Billing Rates

UPDATED: 4/26/22

First Name	Last Name	Organization	Labor Category	2022 LS Billing Rates
John	Ingram	Corporate	Principal	295.00
Travis	Vallin	Corporate	Principal	295.00
Todd	Anderson	Woolpert	Senior Consultant III	285.00
Barbara	Fritsche	Planning	Senior Consultant III	285.00
Craig	Sparks	Denver	Senior Consultant III	285.00
Donna	Taylor	Planning	Senior Consultant III	285.00
Frederick	Busch	Planning	Senior Consultant II	275.00
Greg	Dyer	Woolpert	Senior Consultant II	275.00
Hilary	Fletcher	Corporate	Senior Consultant II	275.00
Joseph	Pestka	Missouri	Senior Consultant II	275.00
Bradley	Davis	Corporate	Senior Consultant I	265.00
Jim	Miklas	Planning	Planning Manager	290.00
Kari	Campbell	Texas	Planner Program Director I	290.00
Dave	Fulton	Texas	Planner Program Director I	290.00
George	Davis	Planning	Planner IV	260.00
Morgan	Einspahr	Planning	Planner III	180.00
Thomas	Gwin	Planning	Planner III	180.00
Mel	Leseberg	Utah	Planner III	180.00
Gregory	Sanders	Planning	Planner III	180.00
Drew	Eisenberg	Planning	Associate Planner I	155.00
Zachary	Hazzard	Planning	Associate Planner I	155.00
Benito	Gonzales	Denver	Senior Project Manager	290.00
Mark	Lovato	Denver	Senior Project Manager	290.00
Jason	Virzi	Corporate	Senior Project Manager	290.00
Kirk	Nielsen	Utah	Engineer Program Director I	290.00
Paul	Fiore	Denver	Project Manager IV	255.00
Matthew	Gilbreath	Denver	Project Manager IV	255.00
Jeffery	Hogan	Utah	Project Manager IV	255.00
Kirt	McDaniel	Utah	Project Manager IV	255.00
Andrew	Remstad	Denver	Project Manager IV	255.00
Tracey	Salazar	Corporate	Project Manager IV	255.00
Donald	Smith	Denver	Project Manager IV	255.00
Jon	Weeks	Denver	Project Manager IV	255.00
Adam	Acree	Architecture	Team Leader III/Project Manager III	230.00
Jesse	Erickson	Denver	Project Manager III	230.00
Derek	Johnson	Denver	Project Manager III	230.00
Alexander	Nodich	Denver	Project Manager III	230.00
Kevin	Scherr	Missouri	Project Manager III	230.00
Joel	Wiechmann	Denver	Project Manager III	230.00
Jonathan	Noble	California	Project Manager II-CA	230.00
Kevin	Costello	Architecture	Project Manager II	210.00
Seth	Kurtz	Denver	Project Manager I	180.00
Timothy	Rhoades	Denver	Engineer Phase Manager IV	210.00
Marc	Cocanougher	Planning	Planner Phase Manager IV	210.00
Trent	Holder	Planning	Planner Phase Manager IV	210.00
Amanda	Gross	California	Engineer Phase Manager I	155.00
Matthew	Gillespie	Utah	Engineer Phase Manager I	155.00
Cody	Hunt	Utah	Engineer Phase Manager I	155.00
Jeremy	Packer	Denver	Engineer Phase Manager I	155.00
Laura	Riegel	Missouri	Engineer Phase Manager I	155.00

2022 Billing Rates

UPDATED: 4/26/22

First Name	Last Name	Organization	Labor Category	2022 LS Billing Rates
Jennifer	Newpower	Corporate	Ops Manager III	280.00
Krista	Sabec	Corporate	Ops Manager III	280.00
Wade	Hansen	Corporate	Ops Manager II	210.00
Zachary	Ambariantz	Denver	Electrical Phase Manager IV	260.00
Eric	Mitsch	Denver	Associate Electrical Engineer I	140.00
Christopher	Giessing	Corporate	Quality Control Manager	255.00
Dane	Hurst	Utah	Engineer III	175.00
Wade	Cato	Denver	Designer II	170.00
David	Conway	Denver	Designer II	170.00
Scott	Henderson	Denver	Designer II	170.00
James	Morehead	Denver	Designer II	170.00
Amy	Teigen	Planning	Designer II	170.00
Collin	Petri	Denver	Associate Engineer II	155.00
Stormy	Howard	Utah	Associate Engineer I	130.00
Fu Ren	Zhang Durandal	Missouri	Associate Engineer I	130.00
Tony	Ori	Denver	Construction Manager IV	220.00
Michael	Quinn	Denver	Construction Manager IV	220.00
Anthony	Brusseau	Denver	Construction Manager III	195.00
Dale	Mitchell	Missouri	Construction Manager III	195.00
Todd	Birk	Denver	Construction Manager III	195.00
Stuart	Schiff	Denver	Construction Manager III	195.00
Isaac	De la Cruz	Missouri	Construction Manager II	170.00
Travis	Dent	Missouri	Construction Manager II	170.00
Robert	Hall	Utah	Construction Manager II	170.00
Robert	Kleinhen	Missouri	Construction Manager II	170.00
Carder	Ullom	Denver	Construction Manager II	170.00
Justin	DeBerry	Denver	Construction Manager I	140.00
Joseph	Fountaine	Utah	Construction Manager I	140.00
Whit	Hyde	Utah	Construction Manager I	140.00
John	Long	Utah	Construction Manager I	140.00
Sean	Smith	Denver	Construction Manager I	140.00
Patrick	Ver	California	Construction Manager I	140.00
Jason	Wehmeyer	Missouri	Construction Manager I	140.00
Stephen	Boyle	Architecture	Architect II	190.00
Todd	Allen	Architecture	Architectural Designer II	170.00
Jenay	Catanach	Architecture	Architectural Designer I	130.00
Jordan	Futch	Architecture	Architectural Designer I	130.00
Ryanne	Simpson	Architecture	Architectural Designer I	130.00
Aaron	Apodaca	Denver	CADD Tech III	140.00
Robert	Bell	Denver	CADD Tech III	140.00
Fernando	Valenciano	Denver	CADD Tech III	140.00
Lynn	Bateman	Utah	CADD Tech II	120.00
Tayla	Brusseau	Denver	CADD Tech I	105.00
Kaitlyn	Mayer	Corporate	Proposal Coordinator I	120.00
Elliott	Rosales	Corporate	Technical Writer I	120.00
Taylor	Belt	Corporate	Graphic Artist I	105.00
Joseph	Gonzales	Corporate	Graphic Artist I	105.00
Sherilyn	Bennion	Utah	Project Coordinator II	135.00
Marisa	Fluhr	Corporate	Project Coordinator II	135.00

2022 Billing Rates

UPDATED: 4/26/22

First Name	Last Name	Organization	Labor Category	2022 LS Billing Rates
Vicki	Elrod	Denver	Project Coordinator I	115.00
Teresa	Hall	Missouri	Project Coordinator I	115.00
Rachel	Leigh	Denver	Project Coordinator I	115.00
Brooke	Moffitt	Missouri	Project Coordinator I	115.00
Emily	Yea	Denver	Project Coordinator I	115.00
Nancy	Van Cleave	Corporate	Billing Analyst Team Lead II	140.00
Bryce	Matteson	Planning	Support III	120.00
Kevin	Patton	Corporate	Support III	120.00
Gabrielle	Bohan	Corporate	Support II	105.00
Mary Pat	Cross	Corporate	Support II	105.00
Jennifer	Jurk	Corporate	Support II	105.00
Beverly	McCarrell	Utah	Support II	105.00
Amber	Eagle	Denver	Support I	95.00
Cooper	Barnhart	Denver	Intern	66.00
Sadie	Schenk	Utah	Intern	66.00
Joseph	Setter	Architecture	Intern	66.00
		Woolpert	Survey Manager	235.00
		Woolpert	Survey Phase Manager	135.00
		Woolpert	Survey Party Chief	120.00
		Woolpert	Land Surveyor (PLS)	175.00
		Woolpert	GIS Technican III	135.00
		Woolpert	GIS Technican II	105.00
		Woolpert	UAS Pilot	105.00

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:

Travis Vallin, Project Director

By: Travis Vallin
Travis Vallin (Jul 12, 2022 07:12 MDT)

EXHIBIT D

TRADE RESTRICTION CERTIFICATION

Trade Restriction Certification. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a Sub-Consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require Sub-Consultant provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or Sub-Consultant:

a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or,

b. whose Sub-Consultant are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or,

c. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective Sub-Consultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or Sub-Consultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Consultant:

Travis Vallin, Project Director

By: Travis Vallin
Travis Vallin (Jul 12, 2022 07:12 MDT)

EXHIBIT E

TAX DELINQUENCY AND FELONY CONVICTION CERTIFICATION

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 (Check one)

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.

Consultant:

Travis Vallin, Project Director

By: Travis Vallin
Travis Vallin (Jul 12, 2022 07:12 MDT)

EXHIBIT F

CERTIFICATION OF OFFERER / BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Consultant:
Travis Vallin, Project Director

By: Travis Vallin
Travis Vallin (Jul 12, 2022 07:12 MDT)

WOOLINC-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2022

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURED Jviation, a Woolpert Company 720 South Colorado Blvd, Suite 1200-S Glendale, CO 80246	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Co. of America A++, XV — 25666 INSURER B : Phoenix Insurance Company A++, XV — 25623 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : National Union Fire Insurance Company — 19445 INSURER E : Continental Casualty Company (CNA) A, XV — 20443 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			P6309P881661	3/1/2022	3/1/2023	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			8109P881648	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-1T790932-22-NF	3/1/2022	3/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		11326672	3/1/2022	3/1/2023	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
E	Professional Liab.			AEH288355072	3/1/2022	3/1/2023	Per Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Airport Master Professional Services Agreeement

City, its elected or appointed officers, officials, employees, agents and volunteers are included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of South Lake Tahoe
Clty Attorney's Office
1901 Lisa Maloff Way
Suite 300
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

Forrest J Ridley

ACORD 25 (2016/03)

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C-103-2022

AGENCY CUSTOMER ID: WOOLINC-01 KSUTTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Jviation, a Woolpert Company 720 South Colorado Blvd, Suite 1200-S Glendale, CO 80246
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

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C-103-2022

WOOLINC-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2022

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PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURED Jviation, a Woolpert Company 720 South Colorado Blvd, Suite 1200-S Glendale, CO 80246	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Co. of America A++, XV — 25666 INSURER B : Phoenix Insurance Company A++, XV — 25623 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : National Union Fire Insurance Company — 19445 INSURER E : Continental Casualty Company (CNA) A, XV — 20443 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			P6309P881661	3/1/2022	3/1/2023	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			8109P881648	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-1T790932-22-NF	3/1/2022	3/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			11326672	3/1/2022	3/1/2023	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
E	Professional Liab.			AEH288355072	3/1/2022	3/1/2023	Per Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Airport Master Professional Services Agreeement

City, its elected or appointed officers, officials, employees, agents and volunteers are included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Lake Tahoe Airport Airport Manager 1901 Lisa Maloff Way Suite 100 South Lake Tahoe, CA 96150	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 Frances J Ridley

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C-103-2022

AGENCY CUSTOMER ID: WOOLINC-01 KSUTTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Jviation, a Woolpert Company 720 South Colorado Blvd, Suite 1200-S Glendale, CO 80246
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

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Description of Operations/Locations/Vehicles:
written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

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C-103-2022

CITY OF SOUTH LAKE TAHOE, CALIFORNIA

BUSINESS AND PROFESSIONS TAX CERTIFICATE

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

The granting of this certificate does not mean approval of the operation of your business in violation of any provisions of the City Code or any State Law.

NON-TRANSFERABLE

ISSUED TO:

JVIATION INC
JVIATION INC
6920 SANTA TERESA BLVD STE 208

TAX NO: 011275
EXPIRES: 06/30/2022

CIVIL ENGINEERS/AVIATION

Detach at perforations and display in a conspicuous place.

C-103-2022

C-103-2022 JVIATION

Final Audit Report 2022-07-12

Created:	2022-06-28
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEhvYBA0Sp6Tb5-CcvHGQFKQ8slKBQYmf

"C-103-2022 JVIATION" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-06-28 - 3:19:53 PM GMT- IP address: 128.92.136.146

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2022-06-28 - 3:23:25 PM GMT

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Signature Date: 2022-06-28 - 3:45:15 PM GMT - Time Source: server- IP address: 128.92.136.146

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Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2022-06-28 - 3:58:55 PM GMT - Time Source: server- IP address: 128.92.136.146

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Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-06-28 - 7:14:47 PM GMT - Time Source: server- IP address: 66.189.255.213

Document emailed to travis.vallin@woolpert.com for signature
2022-06-28 - 7:14:51 PM GMT

Email viewed by travis.vallin@woolpert.com

2022-06-29 - 3:21:42 AM GMT- IP address: 104.28.85.49

Email viewed by travis.vallin@woolpert.com

2022-07-01 - 7:23:33 PM GMT- IP address: 104.28.85.48

New document URL requested by travis.vallin@woolpert.com

2022-07-12 - 1:10:25 PM GMT- IP address: 199.87.141.39

Email viewed by travis.vallin@woolpert.com

2022-07-12 - 1:10:39 PM GMT- IP address: 104.47.51.126

Document e-signed by Travis Vallin (travis.vallin@woolpert.com)

Signature Date: 2022-07-12 - 1:12:01 PM GMT - Time Source: server- IP address: 199.87.141.39

Agreement completed.

2022-07-12 - 1:12:01 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:4

Agenda Item: Purchase Order with Lehr for Electronics, Equipment, and Installation in Three Police Vehicles

Executive Summary: This action would authorize the purchase of three police vehicle electronic, equipment, and installation packages. Those three packages include equipment from Lehr ($35,446.49 each/ total $106,339.47). Equipment and Installation of all equipment will be provided by Lehr. This purchase uses an existing cooperative purchase agreement.

Requested Action / Suggested Motions: Pass a motion authorizing the Chief of Police or their designee to issue a Purchase Order for the purchase of police vehicle electronics, equipment, and installation from Lehr using existing budget appropriations up to $106,339.47

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 - Police Vehicle Electronics and Equipment Package Purchase.docx
02-Sales Quote - Lehr 2024 Tahoe Single Patrol Unit.pdf
03-Lehr-Placer County Cooperative Purchasing Agreement

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

Meeting Date: April 23, 2024

Title: Police Vehicle Electronics and Equipment Package Purchase

Location: Citywide

Responsible Staff Member: Jeff Roberson, Police Lieutenant

Background: Funding for the purchase of police vehicles has come almost entirely from Proposition 172 – Safety Sales Tax, a restricted revenue source required to be used specifically for Public safety services which includes sheriffs, police, fire protection, county district attorneys, county corrections and ocean lifeguards. This request to purchase three electronic and equipment build out packages for Police patrol vehicles uses funds from that source.

Issue and Discussion: The Police Department seeks to replace aging portions of our fleet as vehicles reach the end of their service life.

The Police Operations Division (marked patrol vehicles) currently has several high mileage vehicles to be replaced. These replaceable patrol cars are near 10 years old, have high mileage, high engine hours, or decommissioned as the result of collisions.

To that end, the Police Department purchased three 2024 Chevrolet Tahoe PPVs to be outfitted as patrol cars with council approval on December 12, 2023. At the time of the purchase, quotes from builders could not be acquired for inclusion because of the immediate and unexpected availability of these three patrol vehicles. The build-out packages were not part of that council approved purchase process.

The department recommends purchasing the electronic and equipment build out packages for these three marked police vehicles in an amount up to $106,339.47. This build out package purchase will also include installation of identified equipment. Each of the three $35,446.49 equipment packages will be purchased from Lehr using a cooperative purchase agreement.

Financial Implications: The expense of this vehicle equipment purchase recommended in this staff report will have no impact on the City General fund.

The 2023-2024 Police Department Vehicle Replacement fund has approximately $180,449.89 available (21102110 46130).

Purchasing Process: Staff recommend purchasing these upfit packages through Lehr using a cooperative purchase agreement. The purchase price of three electronic and equipment build out packages from Lehr is $106,339.47.

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: The approval of this purchase supports Strategic Priority 5.1 Public Safety, Action Item 1) Ensure Police, fire, and snow removal operations receive adequate funding to provide exceptional service to our community.

Sales Quote

9240 Prototype Dr Reno, NV 89521
Phone: 775-507-2460 Fax:

Quote Number: 44118
Document Date: 11/22/2023
Terms: Net 30
Payment Method:

Sell To: City of South Lake Tahoe
Ben
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: 530-542-6061

Ship To: South Lake Tahoe-Motor Pool
1700 D Street
South Lake Tahoe, CA 96150
USA
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 62850
SalesPerson Steve Adair

Vehicle Information:
2024 CHEVY TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	2024 Tahoe Patrol				
	_____				
	Front End Equipment				
BK2019TAH21	Setina PB450L4 Aluminum Bumper ION Trio R/B/W 21-24 Tahoe	Setina	1	839.25	839.25
CEM16	Whelen Core WCX 16 Output Expansion Module	Whelen	1	166.20	166.20
SA315P	Whelen Siren Speaker 100W	Whelen	1	199.99	199.99
	PROMO				
SAK70	Whelen Speaker Bracket Tahoe 2021-23	Whelen	1	29.40	29.40
	OEM WIG-WAG and Back Flash				
I	Installation Charges	Labor Items	8	125.00	1,000.00
	_____				
	Side Equipment				
LINSV2B	Whelen LINZ V-Series LED Blue Under Surface Mount	Whelen	1	175.80	175.80
LINSV2R	Whelen LINZ V-Series LED Red Under Surface Mount	Whelen	1	175.80	175.80
LSVBKT54	Whelen, LINSV Series Mirror Mount Kit, Fits 21 Tahoe	Whelen	1	19.80	19.80
ARG54P	Whelen, Passenger Side Fender Mount 2021 Tahoe	Whelen	1	65.40	65.40
ARG54D	Whelen, Driver Side Fender Mount 2021 Tahoe	Whelen	1	65.40	65.40
ARGES2	Whelen, Arges Profocus Remote Spotlight	Whelen	2	520.20	1,040.40
I	Installation Charges	Labor Items	6	125.00	750.00
	_____				
	Roof Equipment				
BB2DEDE-LEHR	Whelen, 54" Liberty II Duo WCX	Whelen	1	2,199.00	2,199.00
	PROMO				
STPKT101	Whelen, Strap Kit, Fits Silverado 1500 2019-2020	Whelen	1	69.00	69.00
NMO-K-DS	3/4" Hole NMO Style Mount w/17' DS Coax	Misc Radio Parts	2	34.87	69.74
	PROMO				

Sales Quote

9240 Prototype Dr Reno, NV 89521
Phone: 775-507-2460 Fax:

Quote Number: 44118
Document Date: 11/22/2023
Terms: Net 30
Payment Method:

Sell To: City of South Lake Tahoe
Ben
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: 530-542-6061

Ship To: South Lake Tahoe-Motor Pool
1700 D Street
South Lake Tahoe, CA 96150
USA
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 62850
SalesPerson Steve Adair

Vehicle Information:
2024 CHEVY TAHOE

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
PWAT328TWSHKGCPLEHR	Panorama, Panorama Ibr900 Antenna Sharkee Gcp	Panorama	1	315.00	315.00
	Confirm Radio's and number of antennas				
I	Installation Charges	Labor Items	3.25	125.00	406.25
	_____				
	Drivers Compartment				
C-VS-1012-TAH-1	Havis Console Vehicle Specific 22", Fits 2021+ Chevy Tahoe	Havis	1	546.00	546.00
C-EB40-CCS-1P	Havis 4" FP Fits Cencom CCSRN, CCSRNTA, MPC03	Havis	1	25.90	25.90
C-EB30-APR-1P	Havis, 3" Face Plate, Fits Motorola APX-4500 Remote Radio	Havis	1	23.10	23.10
C-FP-3	Havis 3" Filler Plate	Havis	1	10.50	10.50
	10" of slanted Console used				
C-AP-0325-1	Havis 3" Accessory Pocket, 2.5" Deep	Havis	1	35.70	35.70
C-EB40-WSB-1P	Havis 4" FP Fits Arges Remote Spotlight Control Head	Havis	1	25.90	25.90
C-FP-1	Havis 1" Filler Plate	Havis	1	9.10	9.10
CUP2-1001	Havis 4" Self-Adjusting Double Cup Holder	Havis	1	46.90	46.90
C-USB-3	Havis USB-C & USB Type A Dual Port Charger	Havis	2	69.30	138.60
	12" of flate console space used				
C-ARM-103	Havis, Armrest For Top Mount, Console, Large Pad	Havis	1	127.40	127.40
C-DMM-3119	Havis, Heavy Duty Dash Mount, Fits 21-23 Chevy Tahoe	Havis	1	361.90	361.90
C-KBM-202	Havis, Rugged Keyboard Mount and Adapter Combination	Havis	1	118.30	118.30
IK-TR-911-RED	iKey Full Travel Keyboard w/Backlit Keys	iKey	1	346.50	346.50
PKG-MD-ARM-0306	Havis, Swivel Arm and Side Pole Mounts w/ 3" Base, 6" Extension	Havis	1	237.30	237.30
CF-33SZ-0GKM	Panasonic, Panasonic : Public Sector Specific	Panasonic	1	4,985.00	4,985.00
DS-PAN-1201-2	Havis, Docking Station For Panasonic TOUGHBOOK 33 Tablet with Standard Port Replication	Havis	1	822.50	822.50
LPS-103	Havis, Power Adapter	Havis	1	182.70	182.70
G-BOM621-A	Intrmotive, Blackout Module 2021 Chevy Tahoe (Ppv, Ssv, U.S. Vehicles Only)	Intermotive	1	453.13	453.13

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Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 62850
SalesPerson Steve Adair

Vehicle Information:
2024 CHEVY TAHOE

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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
G-PIO601-A	Intrmotive, Protected Idle Output, Secures Gunlock and Hatch, 2021 Tahoe	Intermotive	1	264.14	264.14
GK11191B1S	Setina Dual T-Rail Gun Mount 1 Blac-Rac Lock/1 Shotgun Lock #2 Key	Setina	1	719.25	719.25
60CREGCS	Whelen 12 Diode Interior Light, 6" Round Surface Mount Split Red/White PROMO	Whelen	1	146.40	146.40
MMSU-1	Mag Mic Magnetic Mic Kit	Magnetic Mic	2	39.95	79.90
I	Installation Charges	Labor Items	22.5	125.00	2,812.50
	_____				
	Prisoner Compartment				
PK0419TAH21	Setina, #10VS C RP Coated POLY Partition	Setina	1	816.75	816.75
PK0123TAH212ND	Setina, #12VS 2ND EXPANDED METAL Partition	Setina	1	464.25	464.25
WK0514TAH21	Setina, Window Barrier, Steel, Vertical, Fits 2021+ Tahoe	Setina	1	246.75	246.75
DK0100TAH21	Setina TPO Door Panel Tahoe 2021-24	Setina	1	239.25	239.25
QK1374TAH21	Setina, Full Transport Replacement Seat 21 Tahoe	Setina	1	846.75	846.75
I	Installation Charges	Labor Items	7.5	125.00	937.50
	_____				
	Back End Equipment				
TLIB	Whelen ION T-Series Linear Super-LED Surface Mt. Lighthead Blue PROMO	Whelen	1	97.80	97.80
TLIR	Whelen ION T-Series Linear Super-LED Surface Mt. Lighthead Red PROMO	Whelen	1	97.80	97.80
TIONWEDG	Whelen Mounting Wedges ION T-Series Mounted exterior by license plate visable when hatch is open	Whelen	2	13.20	26.40
IONBKT1	Whelen, Universal License Plate Bracket for 2 ION Lightheads, Horizontal Mount	Whelen	1	25.20	25.20

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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
IONR	Whelen ION Series Super-LED Universal Light - Red PROMO	Whelen	1	100.80	100.80
IONB	Whelen ION Series Super-LED Universal Light - Blue PROMO	Whelen	1	100.80	100.80
60CREGCS	Whelen 12 Diode Interior Light, 6" Round Surface Mount Split Red/White PROMO	Whelen	1	146.40	146.40
DC-5E8Q-25BLMB	Misc, 25' Cat 5 Cable	Misc Parts	1	21.99	21.99
HKN6169B	Motorola 17' Control Head Cable Remote Mount XTL Radio	Misc Radio Parts	1	98.52	98.52
WH3	Large Wire Harness AFS Harness	Service Items	1	1,399.00	1,399.00
SO-L2001	AFS, Lehr Auto Timed Power Harness-96" Braided, 6 Timed Circuits w/ Ground Wires	AFS	1		
SO-L2003	AFS, Lehr Auto Timed and Ignition Power Harness-96" Braided, 4 Tmd Cicr w/ 2 Ign Cicr and 3 Greend W	AFS	1		
MW-A1001	All Fleet Solutions, MW Series Speaker Adapter, Fits Whelen CORE AMP w/ CORE C399	AFS	1		
SO-408-MWDC	SPECIAL ORDER, LEHR AUTO, DATA Cable Harness FOR WHELEN CORE	AFS	1		
SO-385-FL	All Fleet Solutions, MW Series, PUSH BMPR Harness, QTY 4: DUP GRILL, QTY 2 Duo SIDE LGTS & QTY 2 Duo	AFS	1		
12-WCX-PWR36	AFS, WeCanX Expansion Module, 36" Canem16 Power, (4) 10 Amp Mini Fuse w/ 1/4" Ring At Battery	AFS	1		
12-WCSP-CORE-28	AFS, 28" Whelen Cencom Core Siren Power Cable	AFS	1		
00-1402-L	AFS, Battery Cable for 2021 Chevy Tahoe, 6 Ga Battery To Radio Tray w/ 150 Amp Circuit Breaker	AFS	1		
CK-WCX-M7	All Fleet Solutions, Connector Kit for WCX-M7 ConnectorS AND 21 PINS	AFS	1		
WCX-M7	All Fleet Solutions, DATA Cable JUNCTION BOX FOR WHELEN CORE, 7 PORTS	AFS	1		
I	Installation Charges	Labor Items	19	125.00	2,375.00

Sales Quote

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Vehicle Information:
2024 CHEVY TAHOE

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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
F	Shipping Charges	Service Items	1	575.00	575.00
INSTALL	Install Materials	Service Items	1	435.00	435.00
	_____				
32947035020070330001	Tuffy, Custom Tactical Gear Drawer 3-Drw, 47" P/N 329-470350200-7033-000-01	Tuffy	1	1,860.93	1,860.93
235-01	Tuffy, SL-Riser Mounting Kit for Drawers	Tuffy	1	198.00	198.00
	Core Siren Controller				
C399	Whelen Cencom Core WCX Remote Siren & Control Center	Whelen	1	1,049.00	1,049.00
	PROMO				
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	Whelen	1	269.40	269.40
C399K6	Whelen OBDII Canport Cable Kit Tahoe/Suburban	Whelen	1	107.40	107.40

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
32065.74
Amount Exempt from Sales Tax
575.00

Subtotal: **32,640.74**
Total Sales Tax: 2805.75
Total: **35,446.49**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Supplier Contract

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122

Contract Number	SCN106312
Contract Reference	97
Contract Start Date	10/01/2023
Contract End Date	09/30/2024
Buyer	Javier Terrazas
Phone Number	+1 (530) 889.4252 x4252
Email	JTerrazas@placer.ca.gov

Supplier:

STOMMEL INC
dba LEHR
631 N MARKET BLVD STE N
SACRAMENTO, CA 95834

This Supplier Contract shall be governed by the attached terms and conditions.

Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:

Emergency Response Vehicle Supplies/Equipment and Installation Services

Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com

County Contacts:

Probation Dept. Contact (Orders and Accounting): Chris Artim, Ph. #530-889-7912, Email: cartim@placer.ca.gov
Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865
Sheriff Accounting: Lisa Lentz, Ph. #530-889-6919, srfpayables@placer.ca.gov

Placer County Fire: Sarah Poindexter, Ph. #530-889-4037

Placer County Fire Accounting: Glenn Nishimoto, Ph. #530-886-4623, AccountsPayableCEO@placer.ca.gov

Renewal of SCN105300

This renewal was approved by the Board of Supervisors on July 25, 2023.

Payment Terms	Total Contract Amount
NET 30	375,000.00

Service Lines

Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN105300 - see attached for pricing, terms, and conditions and discounts.	10/01/2023	09/30/2024	375,000.00

Brett Wood

Brett Wood, Purchasing Manager

631 North Market Street Suite N, Sacramento Ca 95834

Labor Price Increase Notice

Due to wage pressure for technicians our labor rate has increased to $125.00 per hour Effective:

October 1, 2023

October 1, 2023

To Our Valued Customers,

Due to the State of California increasing wage pressure and industry changes our new Labor Rate will need to increase from $115.00 per hour to $125.00 per hour. We understand that this is almost a 10% increase from the previous year. Lehr provides specialized labor for the fabrication of first responder vehicles. Historically we have only taken two labor increases in 15 years. Wages have increased annually to allow Lehr to continue to employ certified and qualified technicians. To ensure that Lehr provides the best emergency equipment installations in the industry this increase was implemented.

If you have any questions regarding the labor increase, please reach out to:

Steve Adair

Lehr

Regional Sales Manager

631 North Market St. Suite N

Sacramento, CA 95834

Cell 916.267.5547

Fax: 916.646.6656

steve@lehrauto.com

Additional Emergency Equipment Manufatures Discounts

Manufacture	Discount of List Price
AFS	40%
Ace K-9	2%
AEDEC	2%
American Aluminum	25%
Airgain	15%
BackRack	15%
Big Sky	10%
Brooking	20%
CHEETAH	13.33%
Copeland	15%
D&R	10%
ECCO	40%
GORhino	25%
Hint	15%
I-Key	23%
Intermotive	10%
Jotto Desk	12%
Kussmaul	5%
Lind	2%
Lund	5%
MnStar	10%
Newmar	5%
Panorama	5%
Patrol Power	20%
Pico	35%
Pro-Gard	20%
Ram Mounts	15%
Stico	2%
Stopstick	5%
Streamlight	30%
Secure-Idle	5%
TigerTough	5%
Tomar	23%
Trucklite	67%
Tuffy	20%
Unity	38%
Weatherguard	10%
Westin	20%
Xantrex	20%
Panasonic Toughbooks	12%
Panasonic ICV	12%
Vigilant ALPR	12%
CradlePoint	5%
Sierra Wirless	5%
Ubiquity	2%
Fixed PODS	10%

Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficult submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. UNSIGNED OR LATE BIDS WILL BE REJECTED.

Vendors shall complete the area below for hard copy submissions:

COMPANY NAME: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

SIGNATURE: _____

DATE: _____

Title: _____

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name:	Stommel Inc
Does your company conduct business under any other name? If yes, please state:	Lehr Auto Electric
Address:	4707 Northgate Blvd Sacramento, CA 95834-1120
Contact:	Steve Adair
Email:	steve@lehrauto.com
Phone:	916-267-5547
Fax:	916-646-6656
HST#:	61-1499917

Submission Details

Created On:	Thursday August 08, 2019 16:23:20
Submitted On:	Tuesday August 13, 2019 11:55:35
Submitted By:	Steve Adair
Email:	steve@lehrauto.com
Transaction #:	bf9e4edd-1317-482f-9d85-05e42711727e
Submitter's IP Address:	207.242.136.194

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS	
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB	$1,750.0000	$ 26,250.00	60	Whelen Master Distributor	*
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	$57.0000	$ 855.00	60	Whelen Master Distributor	*
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	$749.00	$	60	Whelen Master Distributor	*
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	$319.2000	$ 4,788.00	60	Setina Master Distributor	*
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	$1,084.0000	$ 16,260.00	60	Laguna distributor	*
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA	$599.2500	$ 8,988.75	60	correct Part Number PK0369TAH15SCA	*
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	$77.0400	$ 1,155.60	12	#2 Key	*
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H	$131.64		12	#2 Key	*
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P	$69.9900	$ 2,099.70	12	Authorized Distributor	*
1.10	Siren Speaker	EA	15	Whelen	SA315P	$199.99		24	Authorized Distributor	*
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1	$29.40	$	60	Authorized Distributor	*
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07	$65.7200	$ 985.80	60	Authorized Distributor	*
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	$84.99	$	60	Authorized Distributor	*
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	$84.99	$	60	Authorized Distributor	*
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	$$84.99	$	60	Authorized Distributor	*
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	$$66.60	$	60	Authorized Distributor	*
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	$66.60	$	60	Authorized Distributor	*
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1	$10.80	$	60	Authorized Distributor	*

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC	$154.99	$	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC	$154.99	$	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E	$861.75	$	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	$1,142.0000	$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100ENO7	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Litlite Console Light	EA	1	Feederal Signal	LF12TRB	$66.95		60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR	$411.10	$	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK	$42.6000	$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR	$ 112.20	$	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446-	$113.4000	$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219	$247.8000	$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tlt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900	$244.1100	$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18	384.48	$	60	Authorized Distributor
								Subtotal:	$ 124,020.15

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *:	County's Estimated Annual Expenditures	COMMENTS	
2.1	Discount off list price for Havis Inc. products not specified above.	30	$100.0000	K-9 Electronis, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	28	$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	52	$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Able 2 products not specified above.	35	$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	38	$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	8	$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS	
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
					Subtotal:	$ 3,780.00	

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (insert # of days)	or Net payment within (insert # of days)	Comments	
n/a	n/a	30	NET 30	*

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days	Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)
Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days	3-5 business days
Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time	$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- Additional Document - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

5.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.

5.3. If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

1.0 The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.

2.0 The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.

3.0 Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.

4.0 In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.

5.0 The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.

6.0 The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.

7.0 The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

8.0 The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

9.0 The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

PLACER COUNTY INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Products and completed operations;
(2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
(3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars ($1,000,000) each occurrence

→Two million dollars ($2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) aggregate for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

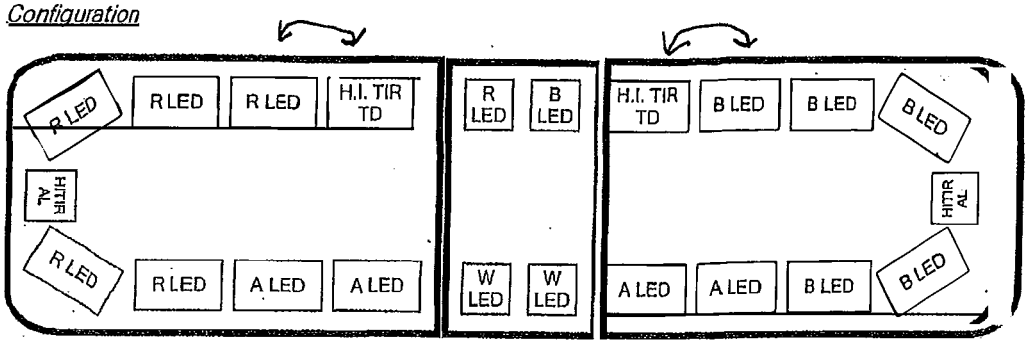
CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

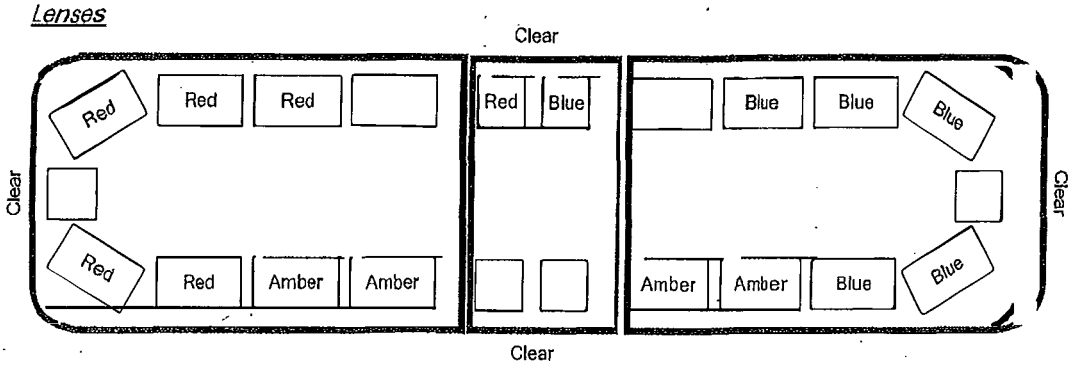
Front lightbar only:
Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



Lenses



Line Items

QTY	Model #	Description
1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFColor [Blue]
3	ILFB	Add Color Filter ILFColor [Blue]
1	ISFB	Add Color Filter ISFColor [Blue]
1	ISFR	Add Color Filter ISFColor [Red]
3	ILFR	Add Color Filter ILFColor [Red]
2	ICFR	Add Color Filter ICFColor [Red]
4	ILFA	Add Color Filter ILFColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions**. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: https://placer.bidsandtenders.net. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INSURANCE AND INDEMNIFICATION. The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. OPEN-END CONTRACT. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: https://www.placer.ca.gov/1408/Local-Vendor-Preference

20. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES**: In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

07/25/2019

☑ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:5

Agenda Item: Transfer of Surplus Police Radios to El Dorado County Sheriff's Office

Executive Summary: With the implementation of the new city-wide radio system, including new mobile radios for the police department; the police department is in possession of older model surplus mobile radios. These mobile radios are not compatible with the new encrypted police channel. The Police Department seeks Council authority to transfer this surplus equipment to the El Dorado County Sheriff's Office. This request is in compliance with City Financial Management Procurement Policy Section 1.10: Disposition of Surplus, which provides the City Council discretion to donate surplus equipment. The value of this equipment is approximately $25,000.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Police Department to transfer surplus mobile radios to the El Dorado County Sheriff's Officer for the purpose of communication compatibility and interoperability with the new Police Department primary channel.

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 - Surplus Police Radio Donation.docx
2-Resolution 2024 PD Surplus Radios to EDSO.docx

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

Meeting Date: April 23, 2024

Title: Surplus Police Radios transferred to the El Dorado Sheriff's Office

Location: Police Department

Responsible Staff Member: Jeff Roberson, Police Lieutenant

Background: The City of South Lake Tahoe is nearing the completion of a citywide radio system upgrade. That upgrade includes encryption of the primary Police Channel for the purpose of complying with CADOJ bulletin 20-09-CJIS regarding the protection of Criminal Justice Information (CJI) and Personally Identifiable Information (PII).

While the purchase of the new radio system was made with the funding provided by Measure S Sales Tax revenue, the older mobile police radio equipment, mounted in patrol cars was almost entirely paid from Prop 172, Safety Sales Tax. This is a restricted revenue source required to be used specifically for public safety services which includes sheriffs, police, fire protection, county district attorneys, county corrections and ocean lifeguards.

While the City of South Lake Tahoe Police Department deploys the new radio system to comply with this DOJ requirement, the impact on our law enforcement partners in the Tahoe Basin has caused some challenges. The primary challenge is with the El Dorado Sheriff's Office having transmission capability on the Police Department's primary radio channel. The equipment currently deployed by the El Dorado County Sheriff's Department cannot be upgraded to be compatible with our new radio system.

With the new mobile police radio equipment deployed, the City of South Lake Tahoe Police Department is in possession of surplus radio equipment.

Issue and Discussion: The Police Department seeks to provide surplus radio equipment to the El Dorado Sheriff's Office at no cost for the purpose of interagency communication and interoperability.

The Police Department is in possession of 21 Motorola APX4500 remote radio heads, 23 Motorola APX4500 transceivers, and three Motorola APX6500 transceivers. While additional radio equipment was removed in this citywide upgrade, only these items can be upgraded by the El Dorado Sheriff's Office for compatibility with our new encrypted radio system.

The value of the listed radio equipment is about $25,000. This equipment will need software and hardware upgrades, done by EDSO, for compatibility; allowing EDSO to broadcast and receive on our primary police frequency.

The ability to have immediate communications with EDSO Deputies in the field is imperative for both agencies, as we are each other's closest and immediate law enforcement support. Without this surplus equipment, PD communication with EDSO will require a dispatcher to contact another dispatcher, then broadcast the information to an officer and then again for broadcast verification.

This transfer enhances daily operational awareness between partner agencies as well as emergency interoperability.

The following serialized radio equipment would be transferred to the El Dorado County Sheriff's Office:

Model	Serial Number	Model
APX 4500	WKE0VN0C48	PMUN1057B
APX 4500	WKE0VG0CEN	PMUN1057B
APX 4500	WKE0VR04QB	PMUN1057B
APX 4500	WKE0VG0CJL	PMUN1057B
APX 4500	WKE0TU0NX2	PMUN1057B
APX 4500	WKE0VG0CCH	PMUN1057B
APX 4500	WKE0VG0CEA	PMUN1057B
APX 4500	WKE0RE04LN	PMUN1057B
APX 4500	WKE0VR04RH	PMUN1057B
APX 4500	WKE0TK0155	PMUN1057B
APX 4500	WKE0VG0CEP	PMUN1057B
APX 4500	WKE0VR04RL	PMUN1057B
APX 4500	WKE0VR04QR	PMUN1057B
APX 4500	WKE0VG0CEM	PMUN1057B
APX 4500	WKE0VR04RN	PMUN1057B
APX 4500	WKE0VR04RJ	PMUN1057B
APX 4500	WKE0VR04Q8	PMUN1057B
APX 4500	WKE0RE04N4	PMUN1057B
APX 4500	WKE0VR04QV	PMUN1057B
APX 4500	WKE0VR04R3	PMUN1057B
APX 4500	WKE0VNOC42	PMUN1057B
APX 4500	471CVK0766	M22KSS9PW1AN
APX 4500	471CVZ5452	M22KSS9PW1AN
APX 4500	471CRF6503	M22KSS9PW1AN
APX 4500	471CTP0332	M22KSS9PW1AN
APX 4500	471CTX6283	M22KSS9PW1AN
APX 4500	471CVZ5453	M22KSS9PW1AN
APX 4500	471CRF6505	M22KSS9PW1AN
APX 4500	471CVZ5454	M22KSS9PW1AN
APX 4500	471CVK0767	M22KSS9PW1AN
APX 4500	471CVZ5459	M22KSS9PW1AN
APX 4500	471CVK0768	M22KSS9PW1AN

APX 4500	471CVZ5449	M22KSS9PW1AN
APX 4500	471CVK0772	M22KSS9PW1AN
APX 4500	471CVZ5458	M22KSS9PW1AN
APX 4500	471CVK0773	M22KSS9PW1AN
APX 4500	471CVZ5457	M22KSS9PW1AN
APX 4500	471CVK0769	M22KSS9PW1AN
APX 4500	471CVZ5456	M22KSS9PW1AN
APX 4500	471CVZ5447	M22KSS9PW1AN
APX 4500	471CVK0771	M22KSS9PW1AN
APX 4500	471CVK0765	M22KSS9PW1AN
APX 4500	471CVZ5448	M22KSS9PW1AN
APX 4500	471CVZ5461	M22KSS9PW1AN
APX 6500	527CVK0116	M25KSS9PW1AN
APX 6500	527CPX1943	M25KSS9PW1AN
APX 6500	527CVK0115	M25KSS9PW1AN

Financial Implications: There is no financial impact from the donation of surplus equipment.

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 request complies with The City of South Lake Tahoe Financial Management Procurement Policy section 1.10 Disposition of Surplus:
Surplus property shall be identified by the department; officially declared to the City Council for approval; eliminated from the fixed asset accountability list and; sold at auction or to any organization or non-employee willing to pay fair market price. Alternatively, the City Council may elect to donate or destroy the same in accordance with whatever provision and/or term and conditions at City Council discretion.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

April 23, 2024

Surplus Police Radios Transferred to the El Dorado Sheriff's Office

BACKGROUND

A. The City of South Lake Tahoe Police Department has upgraded mobile patrol car radios during the citywide radio project.

B. The City of South Lake Tahoe Police Department purchased these older model radios using funds from Prop 172, a funding source dedicated from a public safety sales tax.

C. The Police Department currently has twenty-one older model, APX4500, remote radio heads, twenty-three APX4500 transceivers, and three ASPX 6500 transceivers.

D. Currently the El Dorado Sheriff's Office has radios that will not be able to transmit on our new radio system with its AES encryption. Providing these radios will enable El Dorado County to transmit and receive on the Police Department's primary channel.

E. Currently, City of South Lake Tahoe Procurement Policy allows surplus equipment to be transferred with the approval of City Council.

F. It is the intent of the City of South Lake Tahoe Police Department to transfer these older model, APX4500 and APX6500, radios to the El Dorado Sheriff's Office at no cost for the purpose of interoperability.

G. The value of these used radios is approximately $25,000.

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

1. Authorizes the Police Department to transfer the following radio components to the El Dorado County Sheriff's Office:

Model	Serial Number	Model
APX 4500	WKE0VN0C48	PMUN1057B
APX 4500	WKE0VG0CEN	PMUN1057B
APX 4500	WKE0VR04QB	PMUN1057B
APX 4500	WKE0VG0CJL	PMUN1057B
APX 4500	WKE0TU0NX2	PMUN1057B
APX 4500	WKE0VG0CCH	PMUN1057B

APX 4500	WKE0VG0CEA	PMUN1057B
APX 4500	WKE0RE04LN	PMUN1057B
APX 4500	WKE0VR04RH	PMUN1057B
APX 4500	WKE0TK0155	PMUN1057B
APX 4500	WKE0VG0CEP	PMUN1057B
APX 4500	WKE0VR04RL	PMUN1057B
APX 4500	WKE0VR04QR	PMUN1057B
APX 4500	WKE0VG0CEM	PMUN1057B
APX 4500	WKE0VR04RN	PMUN1057B
APX 4500	WKE0VR04RJ	PMUN1057B
APX 4500	WKE0VR04Q8	PMUN1057B
APX 4500	WKE0RE04N4	PMUN1057B
APX 4500	WKE0VR04QV	PMUN1057B
APX 4500	WKE0VR04R3	PMUN1057B
APX 4500	WKE0VNOC42	PMUN1057B
APX 4500	471CVK0766	M22KSS9PW1AN
APX 4500	471CVZ5452	M22KSS9PW1AN
APX 4500	471CRF6503	M22KSS9PW1AN
APX 4500	471CTP0332	M22KSS9PW1AN
APX 4500	471CTX6283	M22KSS9PW1AN
APX 4500	471CVZ5453	M22KSS9PW1AN
APX 4500	471CRF6505	M22KSS9PW1AN
APX 4500	471CVZ5454	M22KSS9PW1AN
APX 4500	471CVK0767	M22KSS9PW1AN
APX 4500	471CVZ5459	M22KSS9PW1AN
APX 4500	471CVK0768	M22KSS9PW1AN
APX 4500	471CVZ5449	M22KSS9PW1AN
APX 4500	471CVK0772	M22KSS9PW1AN
APX 4500	471CVZ5458	M22KSS9PW1AN
APX 4500	471CVK0773	M22KSS9PW1AN
APX 4500	471CVZ5457	M22KSS9PW1AN
APX 4500	471CVK0769	M22KSS9PW1AN
APX 4500	471CVZ5456	M22KSS9PW1AN
APX 4500	471CVZ5447	M22KSS9PW1AN
APX 4500	471CVK0771	M22KSS9PW1AN
APX 4500	471CVK0765	M22KSS9PW1AN
APX 4500	471CVZ5448	M22KSS9PW1AN
APX 4500	471CVZ5461	M22KSS9PW1AN
APX 6500	527CVK0116	M25KSS9PW1AN
APX 6500	527CPX1943	M25KSS9PW1AN
APX 6500	527CVK0115	M25KSS9PW1AN

Adopted by the City of South Lake Tahoe City Council on April 23, 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: April 23, 2024
Agenda Item #:6

Agenda Item: 2024 Memorandum of Understanding with Lake Tahoe Unified School District to Fund the Park Ranger Coordinator Program

Executive Summary: The City and Lake Tahoe Unified School District (LTUSD) entered into a Memorandum of Understanding (MOU) on June 28, 2022 for the City to receive pass-through grant funds awarded to LTUSD from the LTUSD Strong Workforce Program Grant (Grant Award) to provide work-based learning opportunities. The MOU obligated the City to recruit, hire, train and manage the park ranger program for two summers beginning in 2022. This included up to $67,000 to fund the cost of a Park Ranger Coordinator for two summer seasons. The funding received through reimbursement was based on actual hours worked. The $67,000 was not fully spent by the end of the summer season of 2023 to support the Park Ranger Coordinator salary. As such, LTUSD agreed to enter into a new MOU to allow for the City to use remaining funds up to $21,000 to support the salary of a Park Ranger Coordinator from January 1, 2024 through May 30, 2024 before the Grant Award term expires.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute a 2024 Memorandum of Understanding (MOU) with the Lake Tahoe Unified School District and accepting $21,000 of additional grant funds to support funding a Park Ranger Coordinator position for the period of January 1, 2024, through May 30, 2024, from the remaining funds from the 2022 MOU.

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

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

Attachments:

01-Staff Report - LTUSD MOU for Park Ranger Coordinator.docx
02-Resolution - MOU with LTUSD.docx
03-MOU with LTUSD (Exh. A to Reso).docx
04-C-138-2022 LTUSD MOU.pdf

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

Meeting Date: April 23, 2024

Title: Memorandum of Understanding with Lake Tahoe Unified School District to fund the Park Ranger Coordinator Program

Location: Citywide

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

Background: The City and Lake Tahoe Unified School District (LTUSD) entered into a Memorandum of Understanding (MOU) on June 28, 2022, for the City would receive pass-through grant funds awarded to LTUSD from the LTUSD Strong Workforce Program Grant (Grant Award) to provide work-based learning opportunities. The MOU obligated the City to recruit, hire, train and manage the park ranger program for two summers beginning in 2022. This included up to $67,000 to fund the cost of a Park Ranger Coordinator for two summer seasons. The funding received through reimbursement was based on actual hours worked. The $67,000 was not fully spent by the end of the summer season of 2023 to support the Park Ranger Coordinator salary. As such, LTUSD agreed to enter into a new MOU to allow for the City to use remaining funds up to $21,000 to support the salary of a Park Ranger Coordinator from January 1, 2024 through May 30, 2024 before the Grant Award term expires.

Issue and Discussion:. The 2024 MOU would provide the City up to $21,000 to be provided by LTUSD to the City to reimburse the City for Park Ranger Coordinator salary for the period of January 1, 2024 through May 30, 2024 from the remaining funds of the Grant Award.

Financial Implications: The City would be reimbursed for actual Park Ranger Coordinator hours worked up to $21,000 for the period of January 1, 2024, through May 30, 2024. These funds would be deposited to the Parks Local Grants account 100-04170-33320.

Environmental Considerations: The proposed action accepting grant funds is not a “project” under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) because it is a continuing administrative or maintenance activity such as purchases for supplies and personnel-related actions.

Policy Implications: The acceptance of Grant Funding for the Park Ranger Coordinator position meets Strategic Priority 2 Recreation and Equitable Access, Goal 2: Elevate the recreation experience provided by the City to attract visitors and residents.

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

April 23rd, 2024

Authorizing Acceptance of $21,000 Grant from the Lake Tahoe Unified School District designated for the Park Ranger Coordinator

BACKGROUND

A. In Summer 2021 the City collaborated with Lake Tahoe Unified School District (LTUSD), Lake Tahoe Community College (LTCC), and Sierra Nevada Alliance (SNA) to implement a pilot program on city parks and beaches called the Youth Ambassador Program.

B. In Fall 2021 the City and LTUSD established a park ranger program to replace the ambassador program and integrate the program into the City Parks and Recreation Services as part of a workforce development strategy.

C. On January 1, 2022 LTUSD was awarded a Strong Workforce grant in the amount of $688,220 to develop concentrator and completer course for the CTE Forestry and Natural Resources Pathway to attract more diverse student enrollment by use of varied learning experiences. CSLT is a collaborative partner in the grant award and partners with South Tahoe High School to provide work-based learning opportunities by offering full-time seasonal jobs as Park Stewards.

D. On August 9, 2022 the City and LTUSD entered into a Memorandum of Understanding to continue the Park Ranger Program including authorizing $67,000 of pass through grant funding toward the Park Ranger Program Coordinator salary.

E. On September 3, 2022 El Dorado Community Foundation offered the City a $20,000 cash donation designated to help sustain the Park Ranger Program.

F. On October 4, 2022 City Council authorized acceptance of the $20,000 cash donation designated to help sustain the Park Ranger Program for 2022-2023 period.

G. On June 13, 2023 El Dorado Community Foundation offered the City a grant in the amount of $20,000 designated to sustain the Park Ranger Program for 2023-2024 period.

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

1. Authorizes and directs the Mayor to execute the Memorandum of Understanding with the Lake Tahoe Unified School District, attached hereto as Exhibit “A”, to allow for the City to use remaining funds up to $21,000 to support the salary of a Park Ranger Coordinator from January 1, 2024, through May 30, 2024 before the Grant Award term expires.
2. Authorizes the City to amend FY 23/24 budget and accept LTUSD grant in the amount of $21,000 into the Parks Maintenance account 100-04170-33320 (Local Grants) designated to fund the Park Ranger Coordinator salary from January 1, 2024 through May 30, 2024.

Adopted by the City of South Lake Tahoe City Council on April 23, 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.

MEMORANDUM OF UNDERSTANDING

This Agreement (hereinafter the "Agreement") is entered into on March 26, 2024, between the City of South Lake Tahoe (hereinafter "CSLT") and the Lake Tahoe Unified School District (hereinafter "LTUSD") (each a "Party" and collectively the "Parties") at South Lake Tahoe, California, with reference to the following facts and intentions:

Section 1.

Recitals:

A. Effective January 1, 2022 Lake Tahoe Unified School District (LTUSD) entered into a Grant Agreement with Butte-Glenn Community College District (District) through the K-12 Strong Workforce Program, North Far North Regional Consortium.

B. The District is designated as the Regional Consortium Fiscal Agent for the purpose of implementing the K-12 Strong Workplace Program and is responsible to distribute funding and monitor sub-grants.

C. LTUSD is the lead applicant (grantee) in the Strong Workforce grant. The purpose of the funds is to help South Tahoe High School to develop a concentrator and completer course for the CTE Forestry and Natural Resources Pathway to attract more diverse student enrollment by use of varied learning experiences. Courses will include outdoor activities that expose students to the beauty of nature, emphasize minimizing recreational impacts on the environment, and field methods and training for growing occupations like foresters, fire prevention specialists, and environmental planners. These courses will integrate outdoor activities to make learning engaging and accessible to support student achievement.

D. Period of Performance of the Grant Award commenced on January 1, 2022, and expires on June 30, 2024. Total amount of funds made available for work performed under the grant agreement is $67,000.

E. CSLT is a collaborative partner in the grant award and will partner with South Tahoe High School and the US Forest Service to provide work-based learning opportunities by offering full-time, seasonal jobs. CSLT Parks and Recreation Department will hire students as Park Stewards to help manage public parks and interact with the public by sharing stewardship messages.

F. In a Memorandum of Understanding between the Parties executed on June 28, 2022, LTUSD provides CSLT a total of one-time funding of $43,572 through the grant award to fund a temporary seasonal full-time program coordinator to recruit and supervise work-based learning. This was a five-month position over two years (2022 and 2023). The one-time funding amount represented $22,572 paid for hours worked by the temporary seasonal full-time program coordinator, as billed by the City of South Lake Tahoe to LTUSD, from June 2022 through August 2023.There is up to $21,000 available to be reimbursed for the Park Ranger Coordinator salary for the period of January 1, 2024 to May 30, 2024.

G. The Parties desire to enter into this Memorandum of Understanding (2024 MOU) so that CSLT may use this funding from the Grant Agreement of $21,000 to hire a Park Ranger Coordinator for the period of January 1, 2024, through May 30, 2024.

In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, both agencies agree as set forth below.

Section 2.

CSLT Agrees:

A. To collaborate with LTUSD as reasonably required to carry out the purposes of this Agreement.

B. To collaborate and coordinate with LTUSD and all agency partners in the implementation of the project.

C. To provide matching fund documentation by way of a signed letter following the Strong Workforce Program matching funds letter template.

D. To hire a program coordinator to carry out the tasks as detailed in the attached Scope of Work.

E. To provide project reporting by July 31st of 2024. Reporting will be provided in writing to the South Tahoe High School CTE Coordinator.

F. To provide a monthly invoice for reimbursement along with copies of all back up documentation to substantiate eligible expenses as per requirements in this agreement.

I. To oversee the progress and completion of the Project per the attached Scope of Work.

J. To comply with all applicable Federal, State, regional, and local laws, codes, ordinances, and regulations in carrying out the deliverables under this Agreement.

K. To furnish John Stark, Parks and Recreation Director, or his designee, to carry out the duties for the CSLT as described above.

L. To coordinate its project activities and provide copies of all documentation produced to satisfy this agreement.

M. To send the necessary invoices to:
Sierra Soleta
Lake Tahoe Unified School District
1021 Al Tahoe Blvd.
South Lake Tahoe, CA 96150
Tel: (530) 541-2850 ext. 1042
e-mail: ssoleta@ltusd.org

Section 3.

LTUSD Agrees:

A. To collaborate with CSLT as reasonably required to carry out the purposes of this Agreement.

B. To perform all work and requirements set forth in Exhibit A of the executed grant agreement.

C. To submit all progress and fiscal reporting as outlined in Exhibit B of the executed grant agreement.

D. To reimburse CSLT for the above referenced expenses in a timely manner, in accordance with this agreement no more frequently than monthly in a total amount not to exceed $21,000.

E. To oversee completion of project in accordance with this agreement and to the satisfaction of the deliverables outlined in the attached grant agreement.

Section 4.

It is Mutually Agreed:

A. Each party shall indemnify and hold harmless the other party, 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 the party'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 other party. Each party agrees to defend the other party from and against any and all losses, damages, claims costs and fees arising out of that party's negligent acts, errors, omissions, regarding this Agreement, and that party's work under this Agreement, or the Scope of Work.

B. Insurance Requirements. Program Participants (CSLT and LTUSD will each carry and maintain in force during the full Term of the Agreement:

1. Commercial General Liability Insurance. Comprehensive commercial general liability insurance or self-insurance of not less than two million dollars ($2,000,000) general aggregate, and one million dollars ($1,000,000) for each occurrence for bodily injury, property damage and personal injury,

2. Automobile Liability Insurance. Business automobile coverage of not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability. Workers' compensation in an amount not less than that required by applicable statute, and employers' liability insurance of not less than one million dollars ($1,000,000) for each accident.

C. This Agreement contains all of the agreements and warranties of the parties with respect to any matter covered or mentioned in this Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.

D. Any provision of this Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.

E. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the effective date of this Agreement.

F. In the event of a dispute over the interpretation, implementation, or terms of this Agreement any such dispute shall be resolved by binding arbitration between the parties under the California Arbitration Act (Code of Civil Procedure Section 1280 *et seq).* Any such arbitration shall be conducted in South Lake Tahoe, California. If the parties cannot agree on an arbitrator, one will be selected by Assistant Presiding Judge Michael J. McLaughlin of the El Dorado County Courts, or his successor.

G. This Agreement may be terminated by either party, with or without cause, on ninety (90) days written notice to the non-canceling party.

H. The performance period of this Agreement shall be from the date this Agreement is fully executed through June 30, 2024, which is the end of the grant agreement period of performance.

I. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

J. Each party shall retain or caused to be retained for access for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be maintained under the terms of the Agreement for a period of three (3) years from the date of submittal of the final invoice.

Section 5.

Notice provision for LTUSD /CSLT:

All notices required to be given under this Agreement shall be sent first class mail, return receipt requested to the following:

For LTUSD
Alan Reeder
Associate Superintendent
Lake Tahoe Unified School District
South Lake Tahoe, CA 96150
areeder@ltusd.org

For CSLT
John Stark
Parks and Recreation Director
City of South Lake Tahoe
South Lake Tahoe, CA 96150
jstark@cityofslt.us

LAKE TAHOE UNIFIED SCHOOL DISTRICT

BY: _____ DATED: __ __ __ __ __ __

CITY OF SOUTH LAKE TAHOE

BY: _____

DATED: __ __ __ __ __ __

ATTACHMENT A

SCOPE OF WORK

1. Hire a Program Coordinator to:
   - assist in the development and implementation of program goals, objectives, policies and priorities.
   - plan, organize and coordinate park ranger program.
   - select, supervise, train, and evaluate assigned student staff.
   - draft report at the end of each employment season. Report will highlight program progress applying metrics and identify program weaknesses and recommendations for program improvements. Present report findings to LTUSD staff.
   - provide program budget to LTUSD for review at the end of each season.
   - coordinate with park rangers and stewards to track metrics for the program.
   - assist in developing a training program for park stewards and park rangers.

2. Provide equipment for the coordinator, park rangers and park stewards to support them in successfully conducting the work and to protect their safety.

MEMORANDUM OF UNDERSTANDING

This Agreement (hereinafter the "Agreement") is entered into on 6/29/2022 between the City of South Lake Tahoe (hereinafter "CSLT") and the Lake Tahoe Unified School District (hereinafter "LTUSD") (each a "Party" and collectively the "Parties") at South Lake Tahoe, California, with reference to the following facts and intentions:

Section 1.

Recitals:

A. Effective January 1, 2022 Lake Tahoe Unified School District (LTUSD) entered into a Grant Agreement with Butte-Glenn Community College District (District) through the K-12 Strong Workforce Program, North Far North Regional Consortium.

B. The District is designated as the Regional Consortium Fiscal Agent for the purpose of implementing the K-12 Strong Workplace Program and is responsible to distribute funding and monitor sub-grants.

C. LTUSD is the lead applicant (grantee) in the Strong Workforce grant. The purpose of the funds is to help South Tahoe High School to develop a concentrator and completer course for the CTE Forestry and Natural Resources Pathway to attract more diverse student enrollment by use of varied learning experiences. Courses will include outdoor activities that expose students to the beauty of nature, emphasize minimizing recreational impacts on the environment, and field methods and training for growing occupations like foresters, fire prevention specialists, and environmental planners. These courses will integrate outdoor activities to make learning engaging and accessible to support student achievement.

D. Period of Performance of the Grant Award shall commence on January 1, 2022 and expire on June 30, 2024. Total amount of funds made available for work performed under the grant agreement is $688,220.

E. CSLT is a collaborative partner in the grant award and will partner with South Tahoe High School and the US Forest Service to provide work-based learning opportunities by offering full-time, seasonal jobs. CSLT Parks and Recreation Department will hire students as Park Stewards to help manage public parks and interact with the public by sharing stewardship messages.

F. LTUSD will provide CSLT a total of one-time funding of $67,000 through the grant award to fund a temporary seasonal full-time program coordinator to recruit and supervise work-based learning. This is a five-month position over two years (2022 and 2023).

G. CSLT will provide match funds by way of salaries and benefits of City staff managing the program (Director of Parks and Recreation, and Parks Manager) as well as through Park Stewards wages. Total financial match is $122,000.

H. In reliance upon the recitals set forth above, and in consideration of the mutual

promises herein exchanged, both agencies agree as set forth below.

Section 2.

CSLT Agrees:

A. To collaborate with LTUSD as reasonably required to carry out the purposes of this Agreement.

B. To collaborate and coordinate with LTUSD and all agency partners in the implementation of the project.

C. To provide matching fund documentation by way of a signed letter following the Strong Workforce Program matching funds letter template.

D. To hire a program coordinator to carry out the tasks as detailed in the attached Scope of Work.

E. To provide project reporting by June 15th and December 15th of each year. Reporting will be provided in writing to the South Tahoe High School CTE Coordinator.

F. To provide a monthly invoice for reimbursement along with copies of all back up documentation to substantiate eligible expenses as per requirements in this agreement.

I. To oversee the progress and completion of the Project per the attached Scope of Work.

J. To comply with all applicable Federal, State, regional, and local laws, codes, ordinances, and regulations in carrying out the deliverables under this Agreement.

K. To furnish Lauren Thomaselli, Parks and Recreation Director, or her designee, to carry out the duties for the CSLT as described above.

L. To coordinate its project activities and provide copies of all documentation produced to satisfy this agreement.

M. To send the necessary invoices to:
Sierra Soleta
Lake Tahoe Unified School District
1021 Al Tahoe Blvd.
South Lake Tahoe, CA 96150
Tel: (530) 541-2850 ext. 1042
e-mail: ssoleta@ltusd.org

Section 3.

LTUSD Agrees:

A. To collaborate with CSLT as reasonably required to carry out the purposes of this Agreement.

B. To perform all work and requirements set forth in Exhibit A of the executed grant agreement.

C. To submit all progress and fiscal reporting as outlined in Exhibit B of the executed grant agreement.

D. To reimburse CSLT for the above referenced expenses in a timely manner, in accordance with this agreement no more frequently than monthly in a total amount not to exceed $67,000.

E. To oversee completion of project in accordance with this agreement and to the satisfaction of the deliverables outlined in the attached grant agreement.

Section 4.

It is Mutually Agreed:

A. Each party shall indemnify and hold harmless the other party, 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 the party'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 other party. Each party agrees to defend the other party from and against any and all losses, damages, claims costs and fees arising out of that party's negligent acts, errors, omissions, regarding this Agreement, and that party's work under this Agreement, or the Scope of Work.

B. Insurance Requirements. Program Participants (CSLT and LTUSD will each carry and maintain in force during the full Term of the Agreement:

1. Commercial General Liability Insurance. Comprehensive commercial general liability insurance or self-insurance of not less than two million dollars ($2,000,000) general aggregate, and one million dollars ($1,000,000) for each occurrence for bodily injury, property damage and personal injury,

2. Automobile Liability Insurance. Business automobile coverage of not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability. Workers' compensation in an amount not less than that required by applicable statute, and employers' liability insurance of not less than one million dollars ($1,000,000) for each accident.

C. This Agreement contains all of the agreements and warranties of the parties with respect to any matter covered or mentioned in this Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.

D. Any provision of this Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect.

E. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the effective date of this Agreement.

F. In the event of a dispute over the interpretation, implementation, or terms of this Agreement any such dispute shall be resolved by binding arbitration between the parties under the California Arbitration Act (Code of Civil Procedure Section 1280 *et seq*). Any such arbitration shall be conducted in South Lake Tahoe, California. If the parties cannot agree on an arbitrator, one will be selected by Assistant Presiding Judge Michael J. McLaughlin of the El Dorado County Courts, or his successor.

G. This Agreement may be terminated by either party, with or without cause, on ninety (90) days written notice to the non-canceling party.

H. The performance period of this Agreement shall be from the date this Agreement is fully executed through June 30, 2024 which is the end of the grant agreement period of performance.

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Section 5.

Notice provision for LTUSD /CSLT :

All notices required to be given under this Agreement shall be sent first class mail, return receipt requested to the following:

For LTUSD
John Simons
Director of Secondary Education
Lake Tahoe Unified School District
South Lake Tahoe, CA 96150
jsimons@ltusd.org

For CSLT
Lauren Thomaselli
Parks and Recreation Director
City of South Lake Tahoe
South Lake Tahoe, CA 96150
lthomaselli@cityofslt.us

LAKE TAHOE UNIFIED SCHOOL DISTRICT

BY: Andrea Salazar DATED: 6/29/2022
Andrea Salazar, Associate Superintendent/Chief Business and Operations Officer

CITY OF SOUTH LAKE TAHOE

BY: Devin Middlebrook (Aug 17, 2022 15:52 PDT)
Devin Middlebrook, Mayor

DATED: Aug 17, 2022

ATTACHMENT A

SCOPE OF WORK

1. Hire a Program Coordinator to:
   - assist in the development and implementation of program goals, objectives, policies and priorities.
   - plan, organize and coordinate park ranger program.
   - select, supervise, train, and evaluate assigned student staff.
   - draft report at the end of each employment season. Report will highlight program progress applying metrics, and identify program weaknesses and recommendations for program improvements. Present report findings to LTUSD staff.
   - provide program budget to LTUSD for review at the end of each season.
   - coordinate with park rangers and stewards to track metrics for the program.
   - assist in developing a training program for park stewards and park rangers.

2. Provide equipment for the coordinator, park rangers and park stewards to support them in successfully conducting the work and also to protect their safety.

C-138-2022 LTUSD MOU

Final Audit Report 2022-08-17

Created:	2022-08-17
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAILc6UXvy5xR7amYZQKO7KLuZVeQ5BDEW

"C-138-2022 LTUSD MOU" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-08-17 - 10:49:34 PM GMT- IP address: 128.92.136.146

Document emailed to dmiddlebrook@cityofslt.us for signature
2022-08-17 - 10:50:14 PM GMT

Email viewed by dmiddlebrook@cityofslt.us
2022-08-17 - 10:52:22 PM GMT- IP address: 66.189.255.213

Signer dmiddlebrook@cityofslt.us entered name at signing as Devin Middlebrook
2022-08-17 - 10:52:32 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-08-17 - 10:52:33 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.
2022-08-17 - 10:52:33 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:7

Agenda Item: Public Works Department Annual Report 2023

Executive Summary: The Public Works Department has completed our third Annual Report for 2023.

Requested Action / Suggested Motions: Receive and File.

Responsible Staff Member: Anush Nejad, Director of Public Works

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

Attachments:

01-Staff Report - Annual Report 2023.docx
02- Annual Report 2023.pdf

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

Meeting Date: April 23, 2024

Title: Public Works Department Annual Report 2023

Location: Public Works

Responsible Staff Member: Anush Nejad, Director of Public Works – (530) 542-6031

Background: This is the third annual report prepared by the Public Works Department, summarizing the Department's accomplishments in 2023.

Issue and Discussion: The Public Works Department has managed several major design and construction projects. To improve performance and reporting to the public, the department purchased new snow equipment and a GPS tracking system. The Department also hired two new Associate Engineers to deliver the Capital Improvement Program projects. A significant number of departmental goals were accomplished, as outlined in the attached 2023 Annual Report.

Financial Implications: None

Environmental Considerations: Not a project. This is an annual report is not subject to review under the California Environmental Quality Act (CEA) under CEQ Guiles section 15378 (b) (2) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

Policy Implications: This report is a benchmark for future annual activities and goals.

PUBLIC WORKS



Annual Report 2023

CITY OF SOUTH LAKE TAHOE

Public Works Department

Annual Report 2023

Administration

Fleet Services

Facilities Maintenance

Streets/Snow Maintenance

Stormwater

Airport

Capital Improvement Program

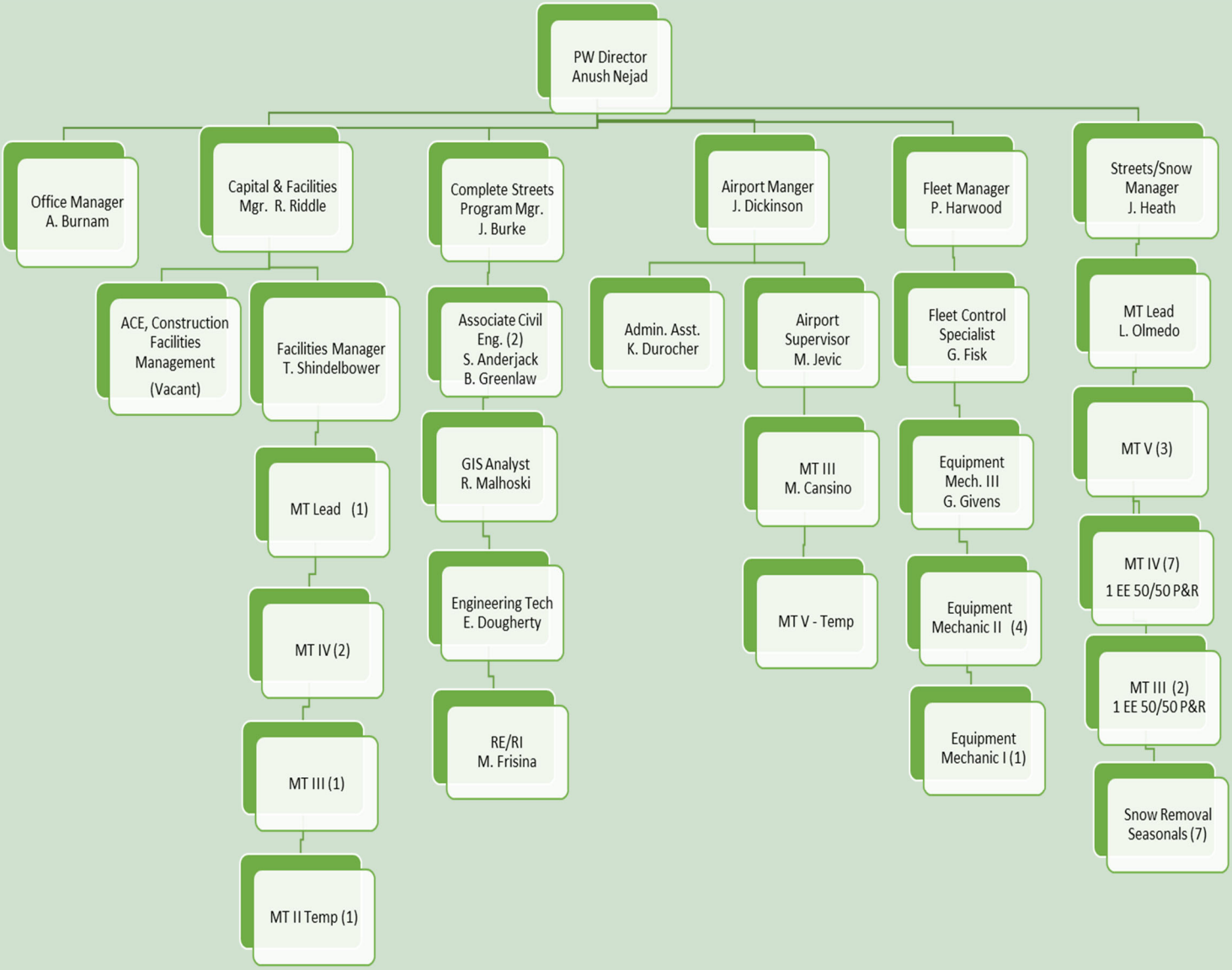
Engineering

The Public Works Department core services consist of several Divisions: Administration, Engineering, Storm Water Management, Facilities, Streets/Snow, Fleet Services and Airport.

These operating divisions provide core services in support of the City's strategic initiatives, including: capital project implementation, storm water management, compliance with municipal storm water discharge permit, roadway maintenance, snow removal, road rehabilitation, maintenance of facilities, preservation of City facilities, provision of safe public spaces, and fleet services supporting City operations. These services support other Departments, including Police, Fire, Parks and Recreation and Airport.

The Public Works Department is funded through multiple funding sources including the General Fund, Gas Taxes, State and Federal Grants, Assessment Districts, Permits and Inspection fee revenues. Grant funding over the last several years has helped to offset costs and reduce the Department's general fund budget. While grants have significantly helped offset the cost of implementing priority capital improvement projects, the Public Works Department is also focused on determining asset maintenance needs and evaluating funding options for infrastructure repair as a strategic priority.

2023-24 Org Chart



Administration Anush Nejad

Public Works Administration

Supports all Divisions within the Public Works Department and is usually the first contact with citizens. In 2023, PW Administration received 1,158 service requests through the asset management program.



PW Administration is also accountable for fiscal oversight including budget preparation, franchise agreements, procurement, clerical support, human resources requirements, regulation of CFR 49 for employees with Commercial Driver's License, DMV Pull Notice Program, Random Alcohol Drug Testing Program and liaison to other agencies, joint powers, coalitions, advisory committees, and task forces.

Fleet Services—Phil Harwood

Phil Harwood is the Maintenance Manager responsible for the Fleet Services.

- Fleet Services recorded 9,909 hours maintaining 397 vehicles and pieces of equipment. Two fuel sites are in operation and 76,639 gallons of gas were dispensed for city vehicle usage.





- Fleet installed new bolt on cutoff gates versus welded on cut-off gates on all older graders. This reduced the equipment down-town by 70%.
- Thirty-three new vehicles and equipment were purchased and received into the City's fleet for a total of $5,395,048.


DEERE
5070



- In 2012, the City of South Lake Tahoe, Fleet Services earned the Blue Seal of Excellence from the National Institute for Automotive Service Excellence and has maintained the award for 12 years.

Facilities Maintenance—Travis Shindelbower

Travis Shindelbower is the Maintenance Manager responsible for the Facilities Maintenance.

The Facilities Maintenance Operations performs a variety of maintenance services to repair, replace, develop, and maintain along with management of contractors and services for the City's various facilities and assets, including city buildings, Airport, walkway and parking lot lighting, underground pumps at Colorado Court and other infrastructure.

The Division maintains 51 separate properties for a total 472,209 square feet citywide.

The Facilities team receive requests for moving furniture to minor repairs to major repairs.



This picture depicts typical upgrades in City Facilities, including electrical and flooring repairs at Lakeview Commons concession building.

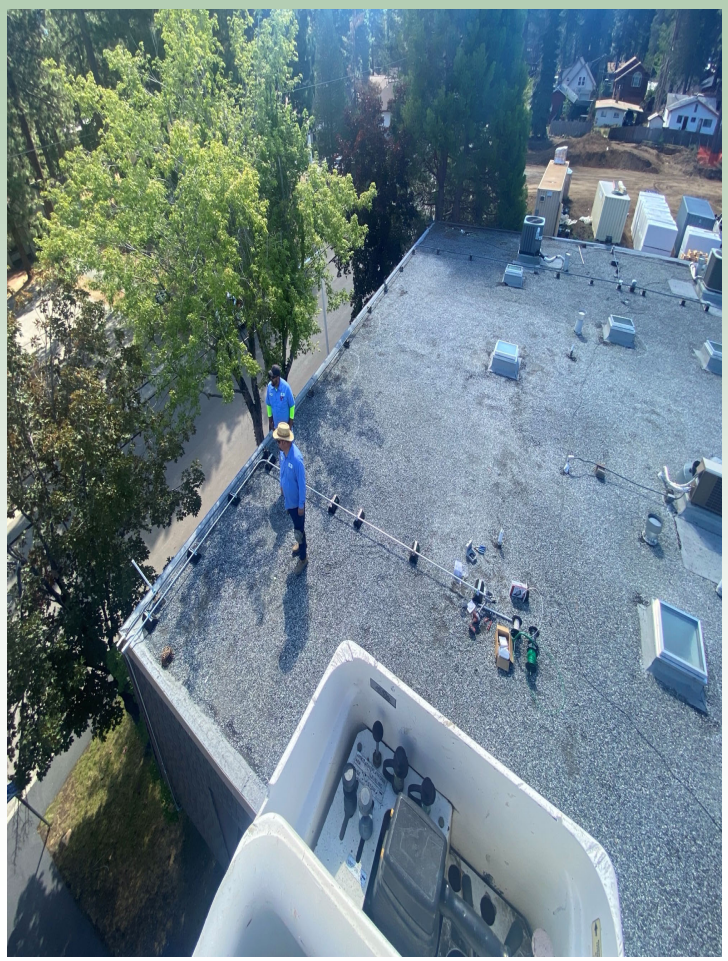
Facilities Maintenance

Throughout 2023 many projects were completed on City facilities:

- ◊ Procured contractors for repairs and updates on snowmelt systems at Stateline Transit Center and Parking Garage.
- ◊ Installed Pelican smart thermostats at several facilities to help with energy savings and early detection of faults.
- ◊ Replaced bay heaters at 7 facilities.
- ◊ Worked with contractors, School District, Liberty and others to stage a temporary warming room at the middle school.
- ◊ Built modular gas shelters around gas meters throughout the City to protect them from winter weather.
- ◊ Helped manage and facilitate the City parking garage rehabilitation and retrofit.
- ◊ Assisted contractors with radio infrastructure installs.
- ◊ HVAC replacements at Ice Arena, Senior Center, PD, TTD Maintenance shop, FS 2, FS3 and others.



Facilities Maintenance



- Pumped and divert ed flooding storm-water from Ice Arena, Rec Center, Motor Pool and other facilities.
- Rooftop snow removal at 14 city facilities.
- Replaced 7 busted coils in heating system at Rec Center. Repaired the ceilings, walls and floors.
- Repaired heat tape on 20+ city facilities.
- Replaced Main circulation pump for HVAC at Stateline Transit Center.
- Made repairs and updates on snow-melt system at Stateline Transit and Parking Garage.



- Painted the interior and upgrade lighting at fleet services facility.
- Replaced failed car charging station.
- Emergency electrical repairs at Parks and Streets corporation yards.
- Assisted with Dark Sky walkway lighting retrofits.
- Heavy maintenance at the Rec Center Pool, new backwash valves, replacement of filter media, boiler booster pump, repair leaking plumbing, upgrade pool area lighting and others.

Facilities Maintenance

- Troubleshoot and repaired walkway lights throughout the City and replace damaged poles and fixtures.
- HVAC repairs at nearly all facilities with contractor assistance and in-house staff.
- Roof rehab at FS 3.
- Install clock heater charging infrastructure for new and existing snow removal equipment at motor pool and streets corporation yards.





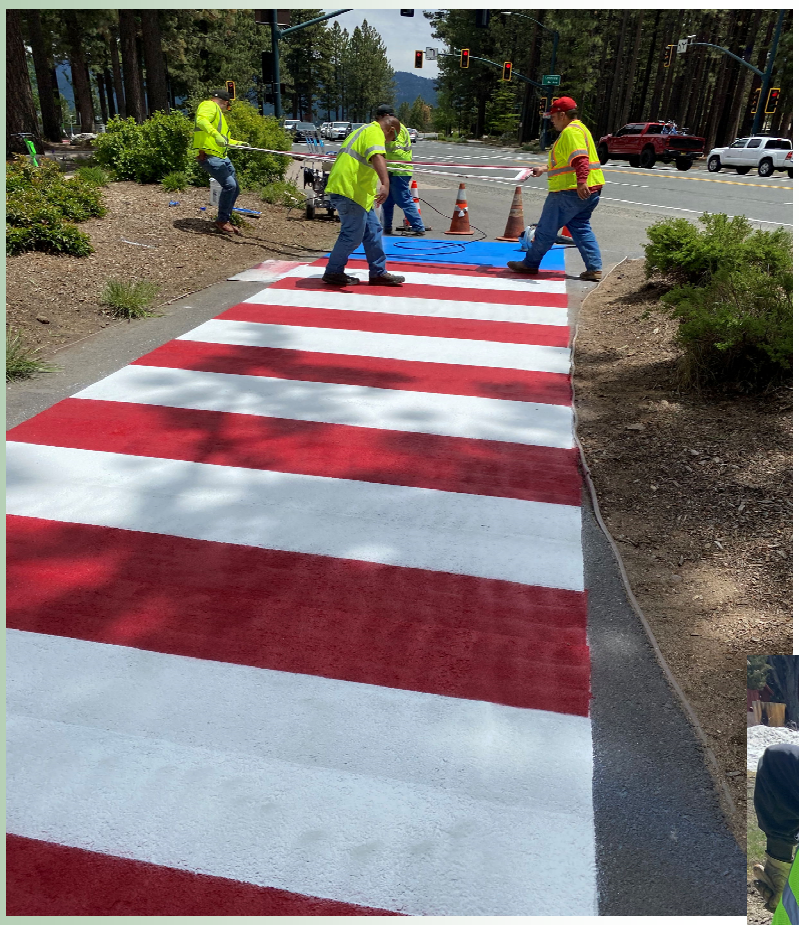
Facilities Maintenance

All Hands on for Snow Removal



- Facility Maintenance Employees help in snow removal operations. When storms arrive, 3 Facility employees join the snow removal operations team to help clear approximately 256 miles of city roadway.

Street Maintenance—Jerry Heath



Jerry Heath is the Maintenance Manager responsible for the Streets and Snow Operations.

Street Maintenance provides maintenance for 259 lane miles of road, maintains over 7,700 signs and post markers, inspects cleans and maintains 2,000+ drainage inlets, vaults, infiltration



- In 2023, 13,937 square feet of roadway was patched with 121 tons of hot asphalt. 90,000 lbs. of cold patched were used to fill potholes.
- Flashing stop signs were installed on Tahoe Keys Blvd & Washington.
- Flashing cross walk signs were installed on Lake Tahoe Blvd & Julie.
- Six speed bumps installed on Lakeview Avenue and removed for the winter season.
- Digital speed limit signs were installed on Lakeview Ave.
- Three new stop signs were installed on Springwood & Silver Dollar.

Street Maintenance/Snow Removal

The City of South Lake Tahoe Council recognized Pride Month and voted to paint certain sidewalks with pride recognition colors.

- A crosswalk was painted for Pride Month and a Red, White and Blue Bike Path.





- A 75’ trench was dug to complete the electrical for the block heaters at Rufus Allen.
- In 2023, there were 10,288 staff time hours for snow removal and sanding.

Stormwater—Jason Burke

Jason Burke was responsible for the City's Stormwater Management Program in 2023, ensuring compliance with the National Pollutant Discharge Elimination System (NPDES) Tahoe Municipal Permit for Stormwater/Urban Runoff Discharges from the City of South Lake Tahoe.

The City completed maintenance on several stormwater basins and ditches. Before winter, each stormwater basin in the City of South Lake Tahoe was surveyed to determine maintenance needs, including but not limited to vegetation and sediment removal around inlets/outlets, debris removal, trash cleanup, and erosion control work.

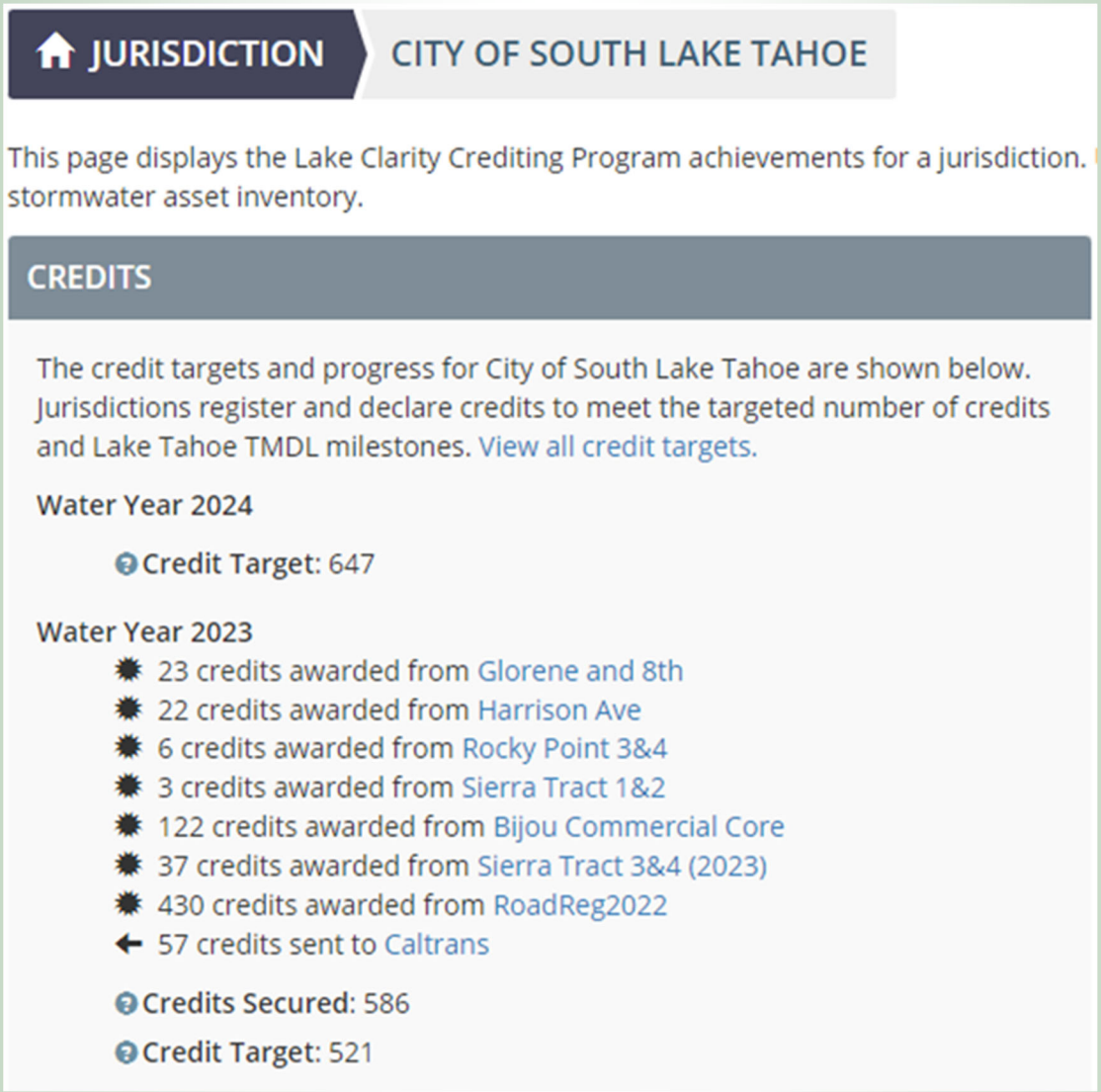






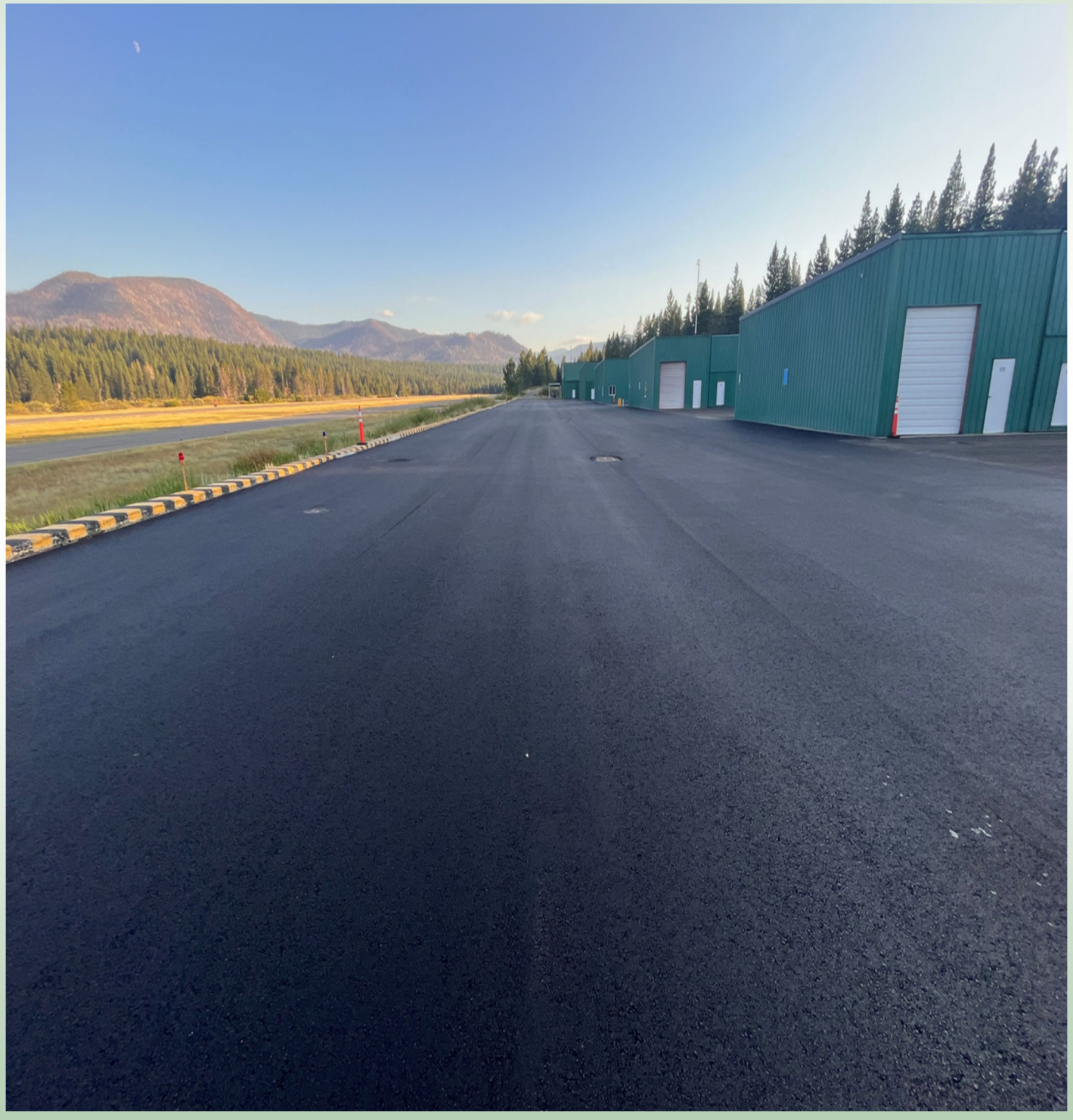
Stormwater

The Lake Tahoe Total Maximum Daily Load (TMDL) requires that the City achieve specific reductions of fine sediment and nutrient particles in urban run-off to restore and protect the clarity of Lake Tahoe. The City is on track to comply with the milestones to demonstrate compliance with the required reductions as shown in the Lake Clarity Crediting Program. Through modeling and field inspections, credits are registered to verify the effectiveness of street sweeping and stormwater treatment systems from preventing sediment and nutrients from entering the lake. For 2023, the City exceeded the target of 521 credits, securing a total of 586 credits. This puts the City in a strong position to meet the target of 647 credits by September 30, 2024.



Airport

Airport completed Phase Two (2) of the Hangar Lane Project, which has helped our hangar tenants with moving aircraft around the airport.



Airport



- The Airport continues to work with CalFire to remove trees from the airport, this has helped to satisfy Caltrans and FAA needs for navigable airspace.

- The BLM Fuels reduction project is still taking place and should be completed by June 2024.

- Master Plan grant was awarded to the Airport in October of 2024 and phase 1 has begun.

Airport

- Pavement Maintenance Grant with the FAA has been applied for and awaiting Grant approval for crack seal, seal coat and paint. This project should take place in June 2024.

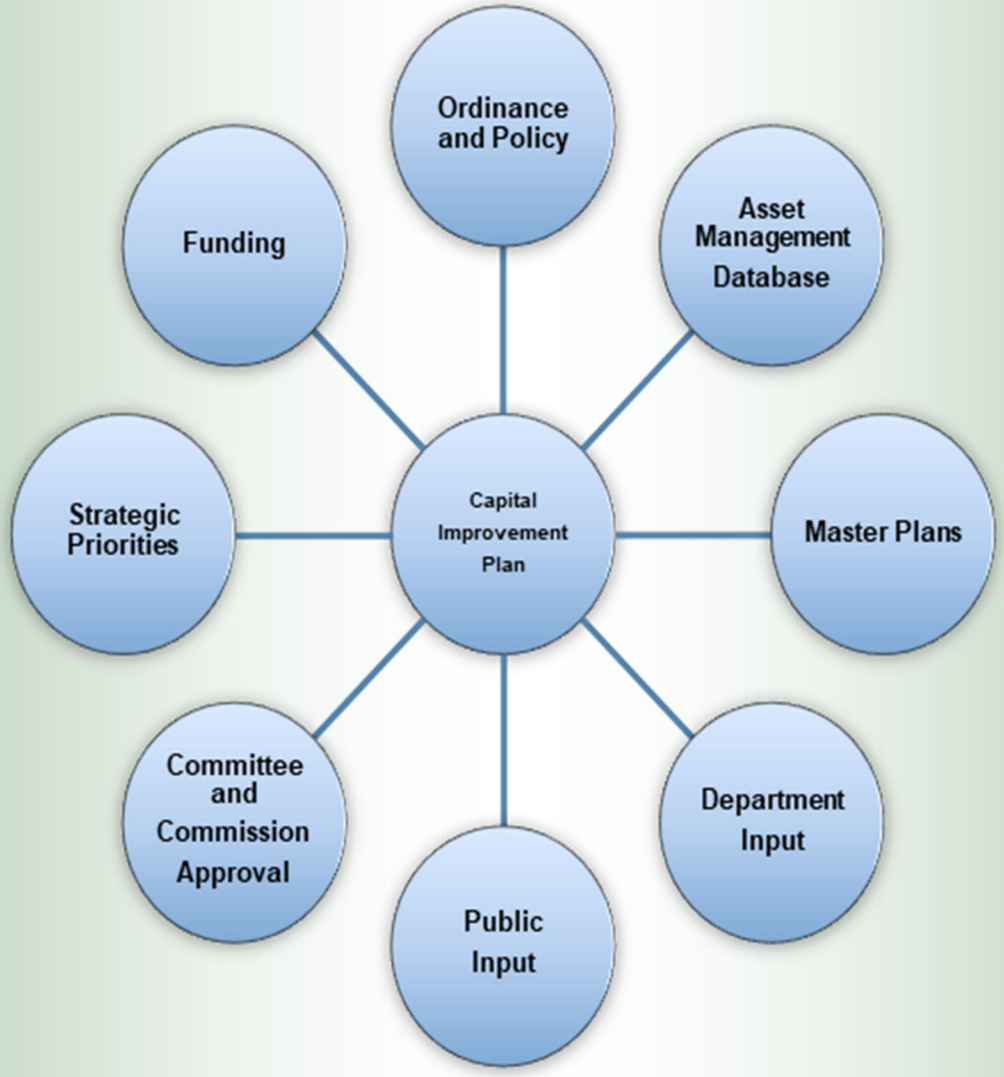
- Kelli Durocher was hired as our new Administration Assistant for the Airport in 2023.



Capital Improvement Program —Ricky Riddle

Public Works Department hired a new Construction/Facilities Program Manager Ricky Riddle. He will be providing City Construction Representation for the new Recreations/Aquatic Cetner, Coordinating with City Facilities Staff on all projects.

The city has implemented a true cohesive team oriented approach to the establishment of our current capital improvement program. This has been accomplished through the utilization of software (EasyCIP) in conjunction with a multitude of cross department meetings to ensure that all of the City's current and upcoming/future improvement needs can be met to their fullest potential.



CIP

Most often, projects are forwarded to the team by a sponsoring department or division. Being aware that there are always more project proposals submitted than can be funded within the annual budget, the CIP Development team conducts a project ranking process. While project rankings are important in determining recommended priorities, the realities of the City's financial situation are critical to all decisions. All projects are scored numerically for a total score. The total score then is multiplied by a risk analysis score which provides the final project ranking occur.

Scoring Criteria:

Strategic Priorities

- Built Environment
- Recreation and Equitable Access
- Community for All
- Economic Development
- Continuous Improvement

Program Criteria

- Critical Replacement
- Health and Safety
- General and Area Plan Impact
- Regulatory Compliance
- Sustainability

Return on Investment Criteria

- Visual Impact
- Savings to Operating Costs
- Direct Revenue Generation
- Indirect Revenue Generation
- Cost Avoidance

Risk Analysis

- Risk impact of failure

Fiscal Year 23/24 Active CIP Projects

Asset Maintenance and Replacement

Fire Station 1 Carpet Replacement and Painting
Fire Station III Crew Quarters Renovations
Stateline Transit Center Exterior Painting

Aviation

Airport Master Plan Update - Phase 1
Airport Pavement Maintenance Plan
Airport Pavement Repair

Infrastructure and Facility

Bellamy Parking Garage Upgrades
Bijou Park Skate Park Renovations
Broadband Infrastructure Program
Ice Arena Fire Suppression Repair
Lakeview Commons and Ski Run Blvd Electrical Upgrades
Long Term Capital Replacement
Miscellaneous Maintenance - Minor Capital
New Multi-Generational Recreation Center
Police Department Roof Replacement
Regan Beach Concession Building Repairs
Services Center Renovations
Sugar Pine Multi-Use Trails - AHSC Grant

Operations

Parks Equipment
Public Works and Snow Equipment Vehicles Replacement

Storm Water NPDES

Bijou Park Creek (SEZ Restoration Project -Upper Watershed)
Drainage Improvements - Micro Areas - City Wide
James & Eloise Drainage Pipe Replacement
Tahoe Valley Stormwater and Greenbelt Improvement Project

Sustainability

Corp Yard Upgrade - AHSC Grant
Electric Vehicles - Fleet Replacement
EV Charging Stations - Microtransit Electric Vans
Telemetry Based Mechanical Controls
Water Fountain Stations

Transportation, Bicycle, and Pedestrian

Annual Streets and Roads Paving and Rehabilitation
Bijou Bike Park Small Pump Track Paving
Bijou Park Connector Project
Citywide ADA Upgrades
Dennis Machida Memorial Bike Way Phase 1C
Heavenly Valley Parking/Traffic Upgrades
Pioneer Trail Pedestrian Improvements - Phase II
Pioneer Trail Safety Improvement Project - HSIP
Vision Zero Program

Engineering—Stan Hill

Stan Hill is the Engineering Manager for Public Works Department. Engineering Department is responsible for implementation of Capital Improvement Program and applying for grant funds.

The following are some of accomplishments of the Engineering Department in 2023.

- 2023 Road Rehab

The 2023 Road Rehabilitation Project included pavement resurfacing of Ski Run Blvd, Julie Ln, Margaret Ave, Dedi Ave, Delta St, B St, Tata Ln, and F St. Project work included new asphalt concrete paving, resetting utility castings to grade, and new pavement striping.



Engineering

- ## Barton Avenue and 2nd Street Drainage Project

The City received a grant for over $1 million to implement urban flood protection measures for the Barton Avenue and 2nd Street Drainage Project that was implemented in 2023. The Project constructed low impact development stormwater improvements to address localized flooding and urban runoff pollution. The project included stabilizing road shoulders with permeable pavers and concrete curbs to protect bare soils and direct runoff to drain inlets and sediment traps. The stormwater is conveyed via underground storm drains to a treatment basin planted with native vegetation. Stormwater is eventually conveyed from the water quality treatment basin to an outfall located adjacent to Johnson Meadows in the Upper Truckee River floodplain.



Flooding the Winter Before Project



Winter After Project Improvements



Outfall Adjacent to Johnson Meadows

Engineering

- Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1

Late 2023 construction start of the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1 due to overly wet conditions, included installation of new storm drain and water quality basins in the Bonanza neighborhood. This phase also consists of stormwater improvement work downstream of James Avenue at 3rd Street to Tahoe Keys Blvd. Implementation of



Installing storm drain pipe



Compacting backfill after pipe installation

- James and Eloise Pipe Replacement, Phase 1

The City has replaced approximately 250 feet of failing corrugated metal pipe storm drain with 42” High Density Polypropylene Pipe from Emerald Bay Road to James Avenue. The City will continue to replace the remainder of this failing pipe run from James Avenue to the detention basin on Eloise Avenue in the summer of 2025.



Engineering: Active Grants

Caltrans ATP	Pioneer Trail Ped Improv PH 2	$1,200,000
Caltrans STBG	Pioneer Trail Ped Improv PH 2	$ 420,000
Caltrans CMAQ	Pioneer TR. Ped Improv PH 2	$ 300,000
Caltrans HIP	Pioneer Trail Ped Improv PH 2	$ 111,000
Caltrans STBG	Pioneer Trail Ped Improv PH 2	$ 606,000
Caltrans CMAQ	Pioneer Trail Ped Improv. PH 2	$1,468,000
Caltrans HSIP (ZS30)	Pioneer Trail Edna St.— Safety	$ 49,500
Caltrans HSIP	Pioneer Trail Edna St.—Safety	$ 103,590
CA Tahoe Conversancy	Tahoe Valley Greenbelt	$ 375,000
CA Tahoe Conversancy	Tahoe Valley Greenbelt	$ 725,000
CA. Tahoe Conversancy	Tahoe Valley Greenbelt	$ 550,000
State Water Resource	Tahoe Valley Greenbelt	$6,922,904
CA Conservancy	Tahoe Valley Greenbelt	$1,000,000
LTRA (TRPA)	Tahoe Valley Greenbelt	$ 725,000
State CA HCD	Bijou Connector Trail	$ 977,000
USFS LT Basin Mngt Unit	Bijou Park Creek Restoration	$ 1,750,000
CA Natural Resources	2nd Street Stormwater	$1,289,822
CA Tahoe Conservancy	Dennis Machida Greenway—1c	$1,000,000
USDOT/FHWA	Vision Zero Action Plan	$200,000
	TOTAL	**$19,977,816**

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:8

Agenda Item: Ordinance - Prezoning and Amendment of City Code Chapter 6.55, Article II (Plan Area Maps and Statements) for Cleanup Annexation Scenario (Second Reading)

Executive Summary: On March 26, 2024, the South Lake Tahoe City Council passed a motion to hold first reading (by title only) of an Ordinance pre-zoning 90 parcels located within the City Sphere of Influence in El Dorado County for subsequent annexation of such properties and amending South Lake Tahoe City Code Title 6, Chapter 6.55, Article II (Plan Area Maps and Statements), and refer second reading and adoption to April 23, 2024.

Requested Action / Suggested Motions: Pass an Ordinance approving the prezoning of 90 parcels located within the City Sphere of Influence in El Dorado County for subsequent annexation of such properties and amending South Lake Tahoe City Code Title 6, Chapter 6.55, Article II (Plan Area Maps and Statements)

Responsible Staff Member: John Hitchcock, Planning Manager

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

Attachments:

- 01 - Staff Report - Clean Up Area Annexation.docx
- 02 - Annexation Map Cleanup Area
- 03 - Ownership by Property Owner Map
- 04 - TRPA PAS Land Use Zoning Designations
- 05 - Pre-Zone Land Use Designations
- 06 - Chapter 6.55 Ordinance Redlined
- 07 - Ordinance Annexation of 90 Parcels Second Reading
- 08 - City Council Resolution 2024-040 General Plan Amendment
- 09-City Council Resolution 2024-041 Annexation Initiation.pdf
- 10 - Proof of Mailing
- 11 - Tribune Public Notice.pdf
- 12 - Planning Commission Resolution 2023-016

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

Meeting Date: April 23, 2024

Title: Ordinance - Prezoning and Amendment of City Code Chapter 6.55, Article II (Plan Area Maps and Statements) for Cleanup Annexation Scenario (Second Reading)

Location: Unincorporated area adjacent to Sierra Tract and Barton Memorial Hospital

Responsible Staff: John Hitchcock, Planning Manager

Background: Annexation is a process under California law (the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000) for incorporated cities to add land to the area within their jurisdictional boundaries. The purpose of this law is "to encourage the orderly growth and development which are essential to the social, fiscal, and economic well-being of the state." Cal. Gov't Code section 56001. The California Legislature has also found that "a single multipurpose governmental agency is accountable for community service needs and financial resources and, therefore, may be the best mechanism for establishing community service priorities, especially in urban areas." (Cal. Gov't Code section 56001).

On June 6, 2023, the City Council discussed five annexation scenarios and provided direction to staff. The City Council passed a motion to pursue the "Cleanup Annexation Scenario," which encompasses the Tahoe Valley Campground and parcels adjacent to the City's jurisdictional boundary southeast of the Sierra Tract and Barton Memorial Hospital (see Attachment 02, Annexation Area). The City Council also directed staff at that time to move forward with the "Heavenly Annexation Scenario," which was subsequently expanded by Council direction on November 7, 2023, to include a larger area and will be on a future City Council agenda.

The City is pursuing the annexation of these areas to provide more efficient public services. The annexation area currently receives municipal services from El Dorado County and Lake Valley Fire Protection District but is geographically isolated—an island separated from the habitable portions of El Dorado County. If the annexation is approved, the City will provide core services, including street maintenance, snow removal, police, fire protection, and emergency response.

No development project is being proposed with this annexation. The prezoning process is a required part of the annexation process. The City's proposed prezoning is intended to keep the zoning and allowed uses as similar as possible to the existing County and TRPA zoning.

The cleanup annexation area comprises 90 parcels totaling 411.8 acres, which includes a mix of private and publicly owned parcels. Most of the parcels are held in public ownership by the State of California, the Tahoe Resource Conservation District, the City of South Lake Tahoe, the South Tahoe Public Utility District, and Lake Tahoe Community College. There are 12 parcels held in private ownership (see Attachment 03, Parcel Ownership).

TRPA governs the underlying zoning. Pursuant to the adopted Regional Plan and Plan Area Statements, the annexation area has a land use classification of Conservation, Recreation, Residential, and Mixed-Use and is zoned Conservation, Recreation, Residential, and Commercial/Public Service (see Attachment 04 TRPA Land Use and Zoning Designations).

Issue And Discussion:

Prezoning: State law requires that within a proposed municipal reorganization area, each participating jurisdiction must pre-zone the respective territory being annexed, consistent with the City's adopted General Plan (Cal. Gov. Code Section 56375(a)(7)). Thus, the properties subject to the annexation into the City must be identified in the City of South Lake Tahoe General Plan with proposed future land use(s), and the properties must be pre-zoned consistently with the General Plan land uses(s) in anticipation of the future annexation.

The properties are proposed to be pre-zoned with TRPA's underlying Regional Plan Land Use Classification and Plan Area Statements zoning designations; thus, no land use changes are proposed, and there are no changes to the development potential (see Attachment 05, Proposed Prezoning Map).

Prezoning the properties will not affect the City boundaries, nor will the prezoning establish any new City zoning controls over the properties. While the municipal reorganization process is pending, the County of El Dorado and TRPA will maintain zoning control over the properties set for annexation to the City of South Lake Tahoe. The zoning will take regulatory effect for the affected properties only if and after El Dorado LAFCO approves the annexations. On March 26, 2024, the City Council passed a motion to hold a first reading (by title only) of an Ordinance prezoning 90 parcels located within the City Sphere of Influence in El Dorado County for subsequent annexation of such properties, and referred the second reading and adoption to April 23, 2024.

City Code Amendment: It is necessary to amend City Code Title 6, Development Services, Chapter 6.55, Article II, Plan Area Maps and Statements, Section 6.55.120, Plan Area Statement Maps, to incorporate TRPA's Plan Area Statement (PAS) 095, as the underlying zoning regulation.

The Code amendments will only take regulatory effect for the affected properties only if and after El Dorado LAFCO approves the annexations. On March 26, 2024, the City Council passed a motion to hold a first reading (by title only) of an Ordinance amending

South Lake Tahoe City Code Title 6, Chapter 6.55, Article II, Plan Area Maps and Statements and deferred adoption to April 23, 2024.

General Plan Amendment: The City of South Lake Tahoe General Plan identifies proposed land uses in Figure LU-1, Land Use Diagram. Figure LU-1 designates a mix of Residential, Conservation, Recreation, Neighborhood Center, Town Center, Tourist, and Special Districts. The properties planned for annexation are bordered by City properties designated Town Center, Low-Density Residential, Conservation, and Special District.

It is reasonable and appropriate for the subject annexation properties to be designated in the City General Plan with their existing land use classifications adopted in the TRPA 2012 Regional Plan: Conservation, Residential, Recreation, and Mixed-Use. Accordingly, Figure LU-1 in the General Plan is proposed to be amended to include the identification of the proposed annexation properties as being subject to imminent annexation, along with the existing TRPA Regional Plan land use classifications.

On March 26, 2024, the City Council adopted Resolution 2024-040, amending Figure LU-1 of the General Plan, and Resolution 2024-041 initiating proceedings of annexation.

Tribal Consultation: In accordance with SB 18, the City sent consultation letters on August 21, 2023, to the Colfax-Todds Valley Consolidated Tribe, the Ione Bank of Miwok Indians, the Tsi Akim Maidu, Shingle Springs Band of Miwok Indians, the United Auburn Indian Community, the Washoe Tribe of California and Nevada, and the Wilton Rancheria.

The City received a letter from the Shingle Springs Band of Miwok Indians stating that they are not aware of any known cultural resources within the annexation area but requested to be made aware if new information or human remains are found in the future.

The City was also contacted by the United Auburn Indian Community, deferring consultation to the Washoe Tribe of California and Nevada. The Washoe Tribe requested consultation with the City. City staff held an online conference call with Patrick Burtt on September 9, 2023, to discuss the proposed annexation.

Planning Commission: On November 16, 2023, the City of South Lake Tahoe Planning Commission conducted a duly noticed public hearing, at which time City staff presented its report, and interested persons had an opportunity to testify on the proposed pre-zone and general plan amendment.

The Planning Commission considered the evidence in the record, considered public testimony, and voted unanimously to approve a Resolutions 2023-016, recommending the City Council amend the General Plan the City Code and approve the pre-zone.

Planning Commission Public Notice and Public Comments: A Notice of the Planning Commission Public Hearing was mailed to property owners within the annexation area

and to all affected property owners within 300 feet of the subject properties on November 3, 2023. A public notice was published in the Tahoe Daily Tribune on November 3, 2023. The City received written comments from homeowners with properties located on Fountain Avenue. The commenters either requested the Planning Commission postpone their consideration or objected to the annexation. The City also received a comment letter from the Tahoe Resource Conservation District (TRCD), which also requested the item be postponed, and no action be taken, in order for the TRCD to consult with the City to ascertain the implications of the proposed annexation on TRCD properties and management activities in the Johnson Meadow area.

On December 6, 2023, City staff met with TRCD staff to discuss their concerns outlined in the comment letter and followed up with an additional meeting on March 11, 2024. Staff is working cooperatively with TRCD to ensure that the annexation does not negatively impact their operations or ongoing projects.

A notice of the March 26, 2024, City Council Public Hearing was mailed on February 23, 2024, to all affected properties within 500 feet of the annexation area, which is coextensive with the noticing area for El Dorado LAFCO, and the notice was published in the Tahoe Daily Tribune on March 15, 2024.

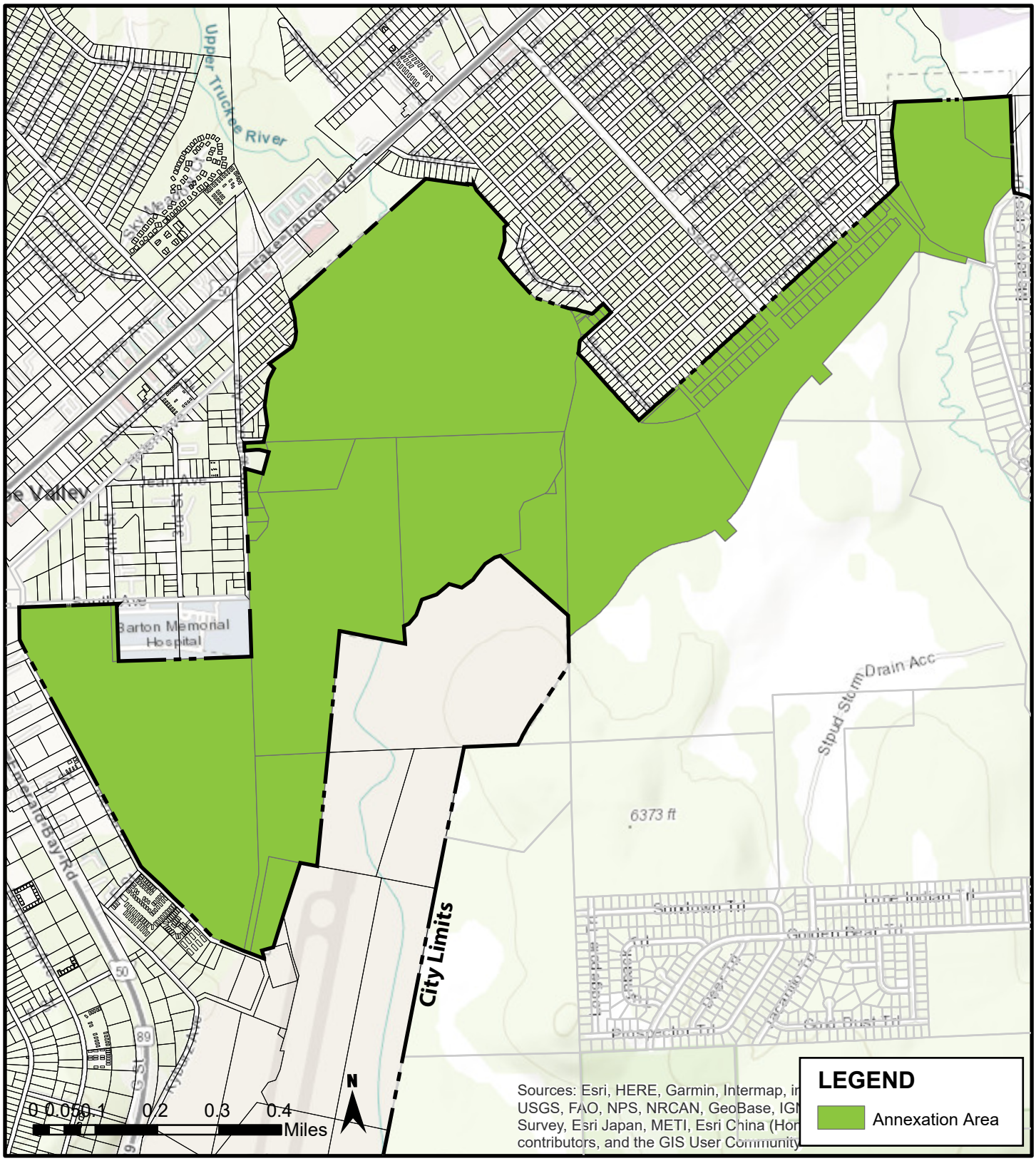
Environmental Analysis: The proposed amendment to the General Plan to pre-zone the properties is exempt for CEQA pursuant to CEQA Guidelines Section 15319, Annexation of Existing Facilities and Lots for Exempt Facilities. The area to be annexed contains existing public and private structures developed to a density allowed by the current TRPA plan are statements, and the City proposes to pre-zone the properties with the current TRPA zoning designations. Therefore, there are no changes or increases in the development potential of the annexation area. Furthermore, the annexation area is already served by existing utility services (i.e., South Tahoe Public Utility District, Liberty Utilities), and no water or sewer service is revised as a result of the annexation.

Moreover, there is no reasonably foreseeable change in the types and intensity of service within the annexation area as a result of any approval. Most of the private properties in the annexation area are currently developed, and the properties held in public ownership are primarily sensitive parcels that are not developable and are managed for open space, recreation, and restoration purposes.

A reasonable application of Section 15319 would mean the annexation is categorically exempt. Lastly, there is no evidence that the annexation involves an unusual circumstance that might significantly affect the environment.

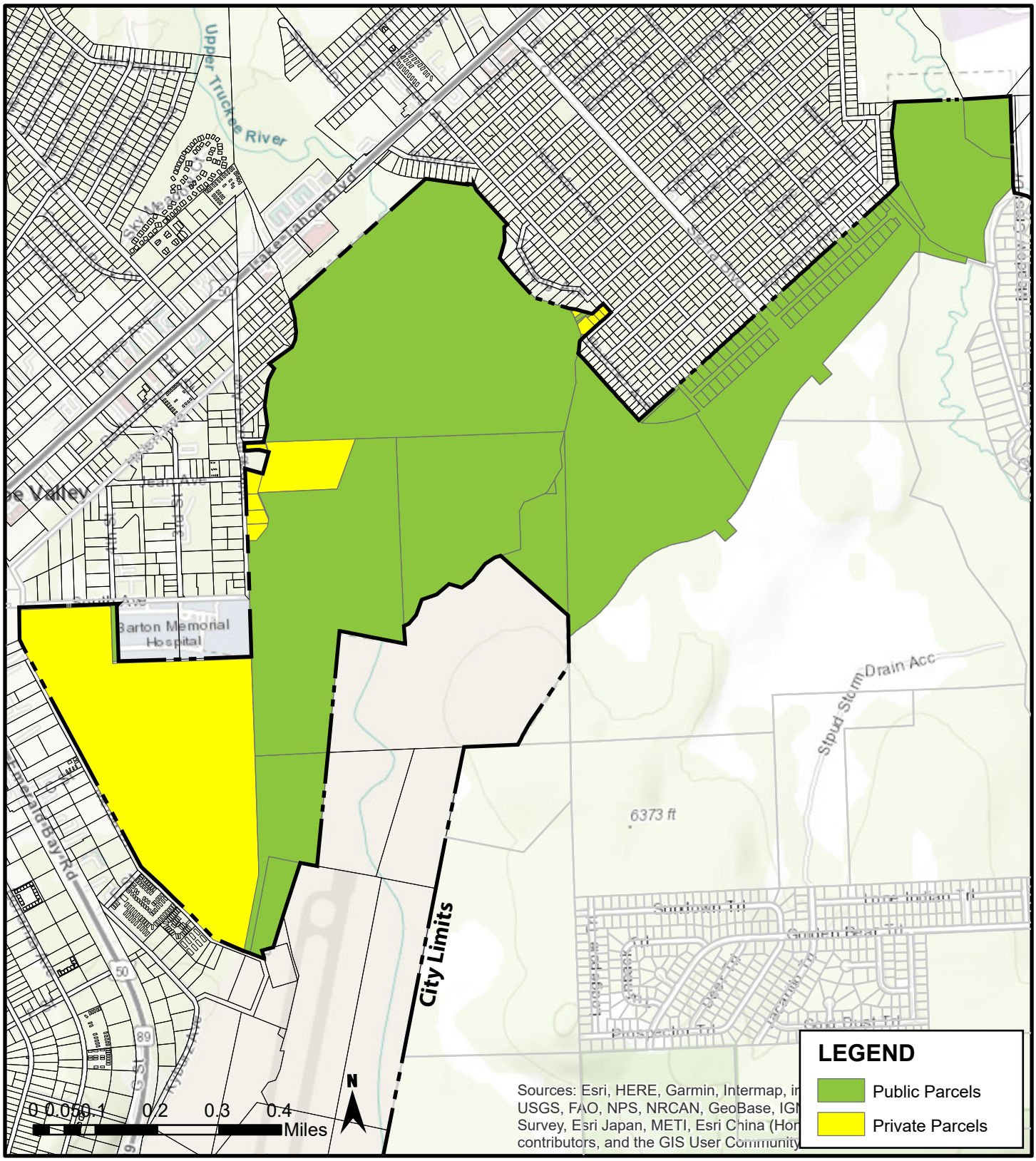
Financial Implications: Amending the General Plan, City Code, and prezoning the properties has no financial implications at this time. However, State law requires involved jurisdictions to negotiate the allocation of property tax revenues. The City Manager and City Attorney will be conducting this negotiation with El Dorado County officials after the application is submitted to El Dorado LAFCO.

Policy Implications: Annexing the affected properties would result in a more efficient provision of public services.



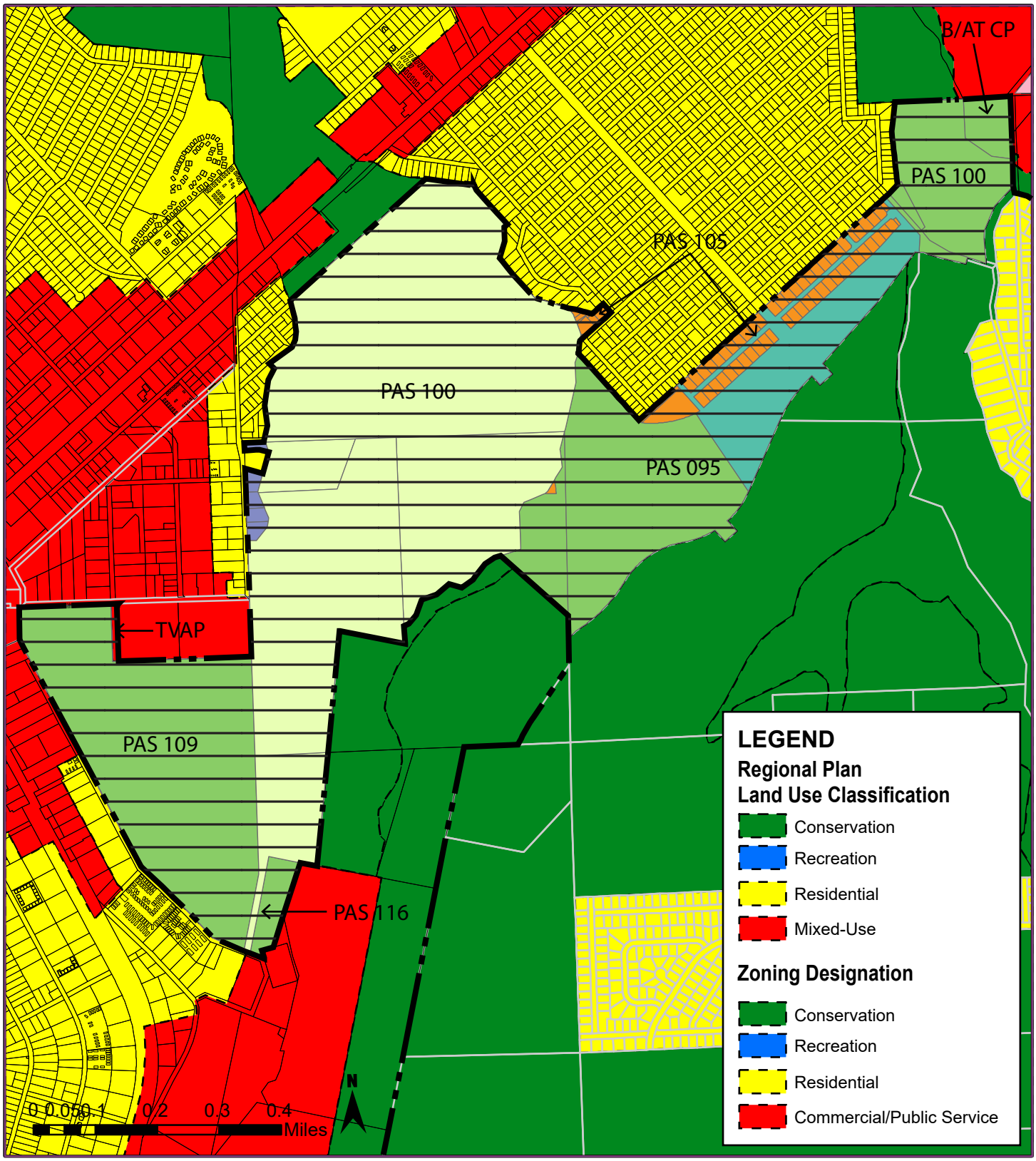
CITY OF SOUTH LAKE TAHOE

Attachment 02
Proposed Cleanup Annexation



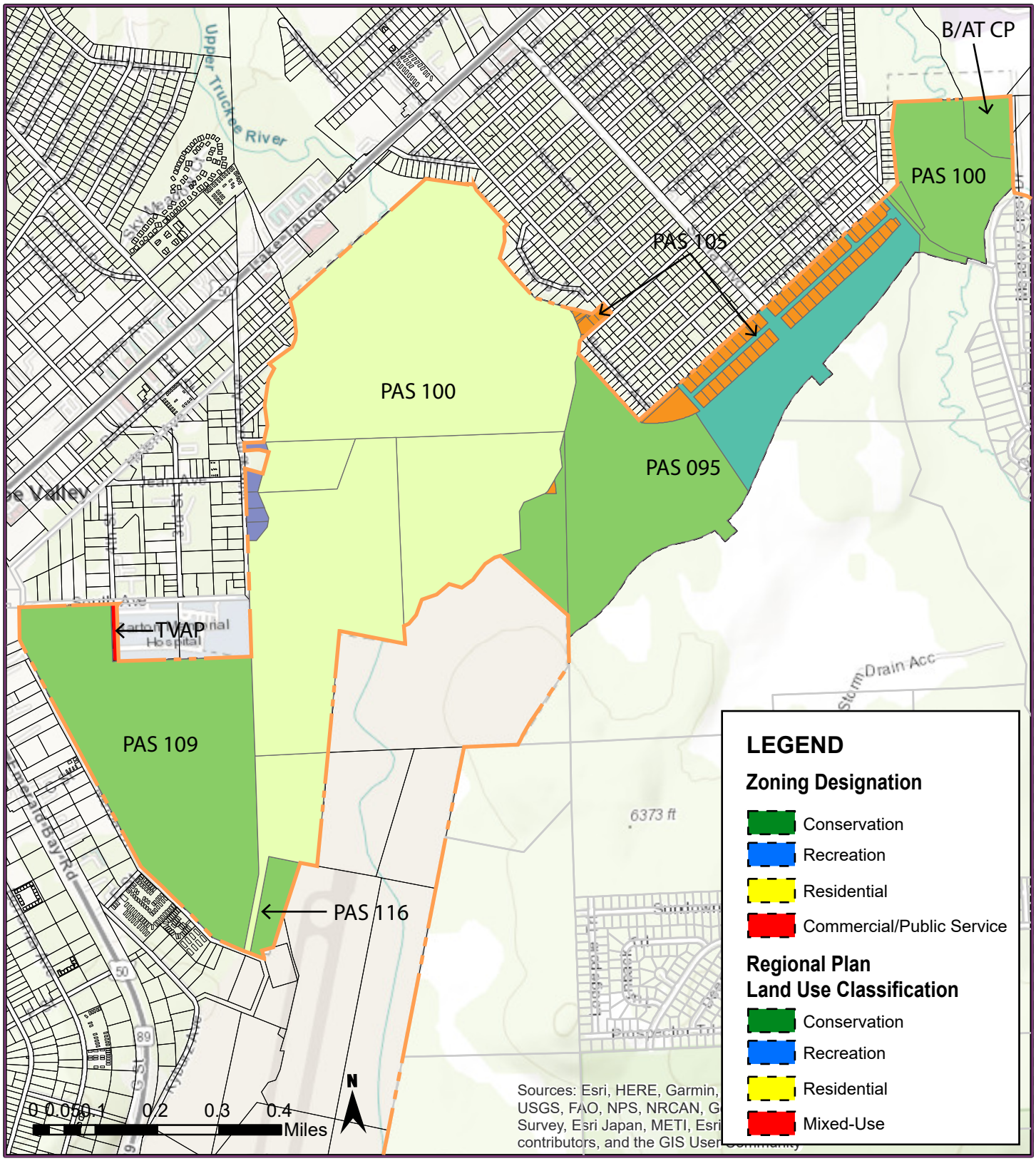
CITY OF SOUTH LAKE TAHOE

Attachment 03
Parcel Ownership



CITY OF SOUTH LAKE TAHOE

Attachment 04
TRPA Adopted Conceptual Land Use Designation



CITY OF SOUTH LAKE TAHOE

Attachment 05
Proposed Pre-Zoning Map

Chapter 6.55
PLAN AREA STATEMENTS AND OTHER LAND USE REGULATIONS

Article II. Plan Area Maps and Statements

6.55.110 Permissible uses.

For the purpose of this chapter, the city shall adopt by reference the permissible uses contained within the TRPA Code of Ordinances, Chapter 21. (Ord. 902; Ord. 1060 § 1 (Exh. A); Ord. 1152 § 3. Code 1997 § 32-10)

6.55.120 Plan area statements

The following are the city plan area maps and statements:

085 Lakeview Heights
~~088 Tahoe Village~~
089 Lakeside Park
089A Replaced by the ~~Stateline/Ski Run Community Plan~~ Tourist Core Area Plan
089B Replaced by the ~~Stateline/Ski Run Community Plan~~ Tourist Core Area Plan
090 Tahoe Meadows
091 Replaced by the ~~Stateline/Ski Run Community Plan~~ Tourist Core Area Plan
092 Pioneer/Ski Run
093 Bijou
094 Glenwood
095 Trout/Cold Creek
096 Pioneer Village
097 Bijou Pines
098 Replaced by the Bijou/Al Tahoe Community Plan
099 Al Tahoe
100 Truckee Marsh
101 Bijou Meadows
102 Tahoe Keys
103 Sierra Tract Commercial
104 Highland Woods
105 Sierra Tract
108 Winnemucca
109 Tahoe Valley Campground
110 ~~South Y~~ Replaced by the Tahoe Valley Area Plan
111 Tahoe Island
112 Gardner Mountain
113 ~~Industrial Tract~~ Replaced by South Y Industrial Tract Community Plan
114 Bonanza
116 Airport

(Ord. 902; Ord. 1152 § 3. Code 1997 § 32-11)

Ordinance 2024-XXX

Adopted by the City of South Lake Tahoe City Council

April 23, 2024

An Ordinance approving the pre-zoning of 90 parcels located in unincorporated El Dorado County, amending South Lake Tahoe City Code Title 6, Chapter 6.55, Article II (Plan Area Maps and Statements), and making certain findings in accordance with the California Environmental Quality Act, all in conjunction with a proposed annexation of such properties into the City

BACKGROUND

A. On June 6, 2023, the City Council passed a motion directing staff to pursue the "Cleanup Annexation Scenario," which encompasses the Tahoe Valley Campground and parcels adjacent to the City's jurisdictional boundary southeast of the Sierra Tract and Barton Memorial Hospital.

B. The City intends to file an Application to Initiate Proceedings for Reorganization with the El Dorado Local Agency Formation Commission (LAFCO). As part of these proceedings, the City intends to request that LAFCO process a reorganization such that approximately 411.8 acres of territory currently within the unincorporated El Dorado County area would be annexed to the City of South Lake Tahoe.

C. The 90 parcels to be annexed to the City of South Lake Tahoe are comprised of private and public parcels, which the Tahoe Regional Planning Agency zoned as either Conservation, Residential, Recreation, or Commercial/Public Service.

D. As part of the LAFCO proceedings, LAFCO requires each participating jurisdiction to pre-zone the respective properties be annexed, consistent with the City adopted General Plan, and as such, the City of South Lake Tahoe intends to pre-zone the properties.

E. The City of South Lake Tahoe intends to pre-zone the property as currently zoned by TRPA and is not proposing any changes to the applicable regulating documents.

F. On November 16, 2023, the City of South Lake Tahoe Planning Commission conducted a duly noticed public hearing, at which time City staff presented its report, and interested persons had an opportunity to testify on the proposed Project. The Planning Commission considered the evidence in the record and passed a motion to adopt Resolution 2023-016, recommending the City Council approve the pre-zoning and amend the City Code.

G. The City of South Lake Tahoe is a decision-making body for the Reorganization described herein and, as such, is acting as a responsible agency under CEQA.

H. On February 23, 2024, A Notice of Public Hearing providing the date, time, and location of the City Council meeting was mailed to property owners within the annexation area and to all affected property owners within 500 feet of the subject properties. A public notice was also published in the Tahoe Daily Tribune on March 15, 2024.

I. On March 26, 2024, the City of South Lake Tahoe City Council conducted a duly noticed public hearing, at which time City staff presented its report, and interested persons had an opportunity to testify on the proposed pre-zoning and City Code amendments. Following receipt of all public testimony, the City Council closed the public hearing.

J. On March 26, 2024, the City of South Lake Tahoe City Council pass a motion to hold a first reading (by title only) of the Ordinance and refer the second reading and adoption to April 23, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF CITY OF SOUTH LAKE TAHOE DOES ORDAIN AS FOLLOWS:

SECTION 1. The findings set forth in the Background Section of this Ordinance are true and correct, are incorporated into this Ordinance by reference, and constitute a material part of this Ordinance.

SECTION 2. The proposed pre-zone and the City Code amendments will not have an effect on the environment because the City is proposing to pre-zone the annexation area as it is currently zoned by TPRA. No changes are proposed to the applicable land use designations, planning policies, special policies, permissible use lists, or existing density standards. The development potential does not change, and any potential development would be subject to the existing regulations.

SECTION 3. The proposed amendment to pre-zone this area is exempt from CEQA pursuant to Section 15319, Annexation of Existing Facilities and Lots for Exempt Facilities. The area to be annexed contains existing public and private structures developed to a density allowed by the current TRPA Plan Area Statements, and the City proposes to pre-zone the properties with the current TRPA zoning designations. Therefore, there are no changes or increases in the development potential of the annexation area. Furthermore, the annexation area is already served by existing utility services (i.e., South Tahoe Public Utility District, Liberty Utilities), and no water or sewer service is revised as a result of the annexation.

Moreover, there is no reasonably foreseeable change in the types and intensity of service within the annexation area as a result of any approval. The private parcels may be developed consistent with the TRPA Code of Ordinances and the applicable Plan Area Statements, while parcels in public ownership are primarily sensitive parcels that are managed primarily for open space, restoration activities, and recreation access. Lastly, there is no evidence that the annexation involves an unusual circumstance that might cause a significant effect on the environment.

SECTION 4. Find the pre-zoning of the properties is consistent with the City of South Lake Tahoe General Plan because the City's current Sphere of Influence boundary includes the affected properties. The associated pre-zone and City Code amendments establish the existing

TRPA Plan Area Statements zoning designations for the annexation area, which is consistent with the land use designations applicable to the immediate surrounding properties.

SECTION 5. Hereby pre-zones the annexation area as either Conservation, Recreation, Residential, or Commercial/Public Service, and amend the City Zoning Map as shown in the map attached as Exhibit 1 and incorporated herein by this reference.

SECTION 6. City Code Title 6, Chapter 6.55, Article II is amended to read in its entirety as follows:

Article II. Plan Area Maps and Statements

6.55.110 Permissible uses.

For the purpose of this chapter, the city shall adopt by reference the permissible uses contained within the TRPA Code of Ordinances, Chapter 21.

6.55.120 Plan area statements

The following are the city plan area maps and statements:

085 Lakeview Heights
089 Lakeside Park
089A Replaced by the Tourist Core Area Plan
089B Replaced by the Tourist Core Area Plan
090 Tahoe Meadows
091 Replaced by the Tourist Core Area Plan
092 Pioneer/Ski Run
093 Bijou
094 Glenwood
095 Trout/Cold Creek
096 Pioneer Village
097 Bijou Pines
098 Replaced by the Bijou/Al Tahoe Community Plan
099 Al Tahoe
100 Truckee Marsh
101 Bijou Meadows
102 Tahoe Keys
103 Sierra Tract Commercial
104 Highland Woods
105 Sierra Tract
108 Winnemucca
109 Tahoe Valley Campground
110 Replaced by the Tahoe Valley Area Plan
111 Tahoe Island
112 Gardner Mountain
113 Replaced by South Y Industrial Tract Community Plan
114 Bonanza
116 Airport

SECTION 7. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 9. This Ordinance shall become effective 30 days following its adoption, but the zoning designation applied to the properties within the annexation area will not become effective unless and until Reorganization is approved by the El Dorado Local Agency Formation Commission.

Adopted by the City of South Lake Tahoe City Council at a meeting on April 23, 2024, by the following vote:

Yes
No
Absent
Abstain

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

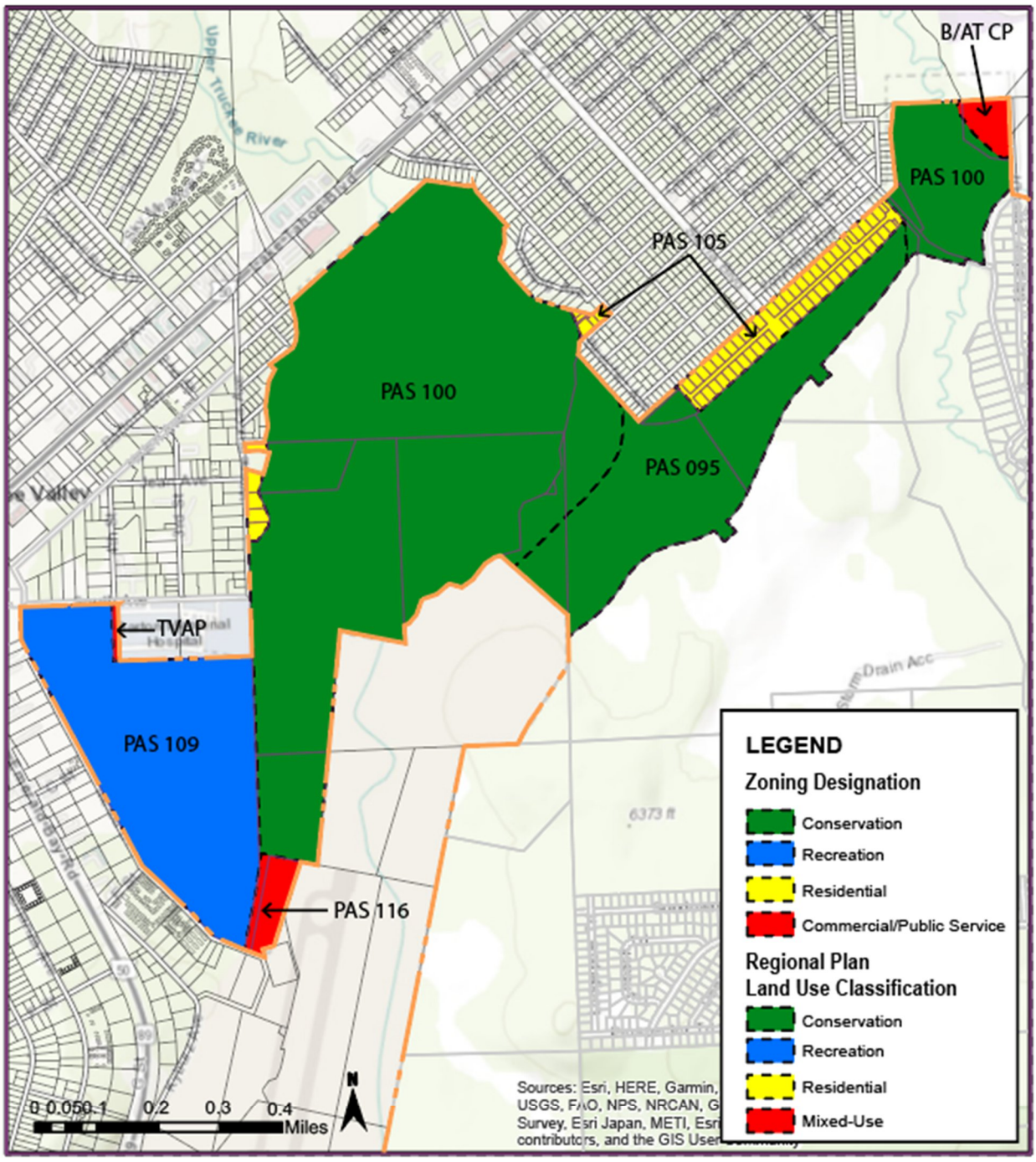
First Reading:_____

Published: _____

Second Reading: _____

Effective: _____

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



CITY OF SOUTH LAKE TAHOE

Exhibit 1
Zoning Map

Resolution 2024-040

Adopted by the City of South Lake Tahoe City Council

March 26, 2024

Approving a General Plan Amendment associated with the subsequent annexation of 90 parcels located in unincorporated El Dorado County, approximately 411.8 acres in size, and making certain findings in accordance with the California Environmental Quality Act

BACKGROUND

A. The City of South Lake Tahoe has an adopted General Plan to guide community development and growth, and the City Council has periodically updated the General Plan as necessary to maintain consistency with applicable laws and current conditions in the community.

B. On June 6, 2023, the City Council passed a motion directing staff to pursue the "Cleanup Annexation Scenario," which encompasses the Tahoe Valley Campground and parcels adjacent to the City's jurisdictional boundary southeast of the Sierra Tract and Barton Memorial Hospital.

C. The City intends to file an Application to Initiate Proceedings for Reorganization with the El Dorado Local Agency Formation Commission (LAFCO). As part of these proceedings, the City intends to request that LAFCO process a reorganization such that approximately 411.8 acres of territory currently within the unincorporated El Dorado County area would be annexed to the City of South Lake Tahoe.

D. The 90 parcels to be annexed to the City of South Lake Tahoe are comprised of private and public parcels, which the Tahoe Regional Planning Agency Conceptual Regional Land Use Map has designated as either Conservation, Residential, Recreation, or Mixed-Use.

E. The City intends to apply the applicable TRPA Conceptual Regional Land Use designations in the annexation area and is not proposing any changes in the land use designations.

F. The City Council desires to amend the General Plan such that the maps within the General Plan will be updated to clearly reflect this annexation effort and to integrate the annexation area into the City's General Plan.

G. On November 16, 2023, the City of South Lake Tahoe Planning Commission conducted a duly noticed public hearing, at which time City staff presented its report, and interested persons had an opportunity to testify on the proposed Project.

H. On February 23, 2024, A Notice of Public Hearing providing the date, time, and location of the City Council meeting was mailed to property owners within the annexation area and to all affected property owners within 500 feet of the subject properties. A public notice was also published in the Tahoe Daily Tribune on March 15, 2024.

I. On March 26, 2024, the City of South Lake Tahoe City Council conducted a duly noticed public hearing, at which time City staff presented its report, and interested persons had an opportunity to testify on the proposed General Plan amendment. Following receipt of all public testimony, the City Council closed the hearing.

J. The City of South Lake Tahoe is a decision-making body for the Reorganization described herein and as such, is acting as a responsible agency under CEQA.

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

1. Finds that the facts set forth in the Background Section of this Resolution are true and correct, are incorporated into this Resolution by reference and constitute a material part of this Resolution.

2. Finds that the General Plan amendment will not have an effect on the environment because the City is proposing to apply the adopted TRPA Conceptual Land Use Map land use designations to the annexation area. No changes are proposed to the applicable land use designations, planning policies, special policies, permissible use lists, or existing density standards. The development potential does not change, and any potential development would be subject to the existing TRPA land use regulations.

3. Finds the proposed amendment to the General Plan is exempt from CEQA pursuant to Section 15319, Annexation of Existing Facilities and Lots for Exempt Facilities. The area to be annexed contains existing public and private structures developed to a density allowed by the current TRPA plan area statements, and the City proposes to adopt TRPA Conceptual Regional Plan Map land use classifications for the properties. Therefore, there are no changes or increases in the development potential of the annexation area. Furthermore, the annexation area is already served by existing utility services (i.e., South Tahoe Public Utility District, Liberty Utilities), and no water or sewer service is revised as a result of the annexation.

   Moreover, there is no reasonably foreseeable change in the types and intensity of service within the annexation area as a result of any approval. The private parcels may be developed consistent with the TRPA Code of Ordinances and the applicable Plan Area Statement, while parcels in public ownership are primarily sensitive parcels that are managed primarily for open space, restoration activities, and recreation access. Lastly, there is no evidence that the annexation involves an unusual circumstance that might cause a significant effect on the environment.

4. Finds the General Plan amendment is consistent with the City of South Lake Tahoe General Plan because the City's current Sphere of Influence boundary includes the affected properties. The General Plan amendment establishes the existing TRPA Conceptual Regional Land Use designations for the annexation area, which is

consistent with the land use designations applicable to the immediate surrounding properties.

5. Finds the proposed General Plan amendment is internally consistent with the South Lake Tahoe General Plan, and the amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

6. Hereby amends its General Plan designating the annexation area as Conservation, Recreation, Residential, and Mixed-Use, and amends the General Plan Figure LU-1, Land Use Diagram in substantial conformance with Exhibit 1 to this Resolution and incorporated herein by this reference. The City Council hereby authorizes the City staff to make all necessary revisions to the text and figures of the General Plan to be consistent with the amendments set forth in this Resolution.

7. Declares that if any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Resolution, and hereby declares that is would have adopted this Resolution, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

8. Declares that this Resolution shall not become effective unless and until Reorganization is approved by the Local Agency Formation Commission for the County of El Dorado.

Adopted by the City of South Lake Tahoe City Council at a meeting on March 26, 2024, by the following vote:

Yes: Bass, Friedrich, Creegan, Wallace, Robbins

Cody Bass (Apr 2, 2024 02:03 PDT)

Cody Bass, Mayor

Date: 04/02/2024

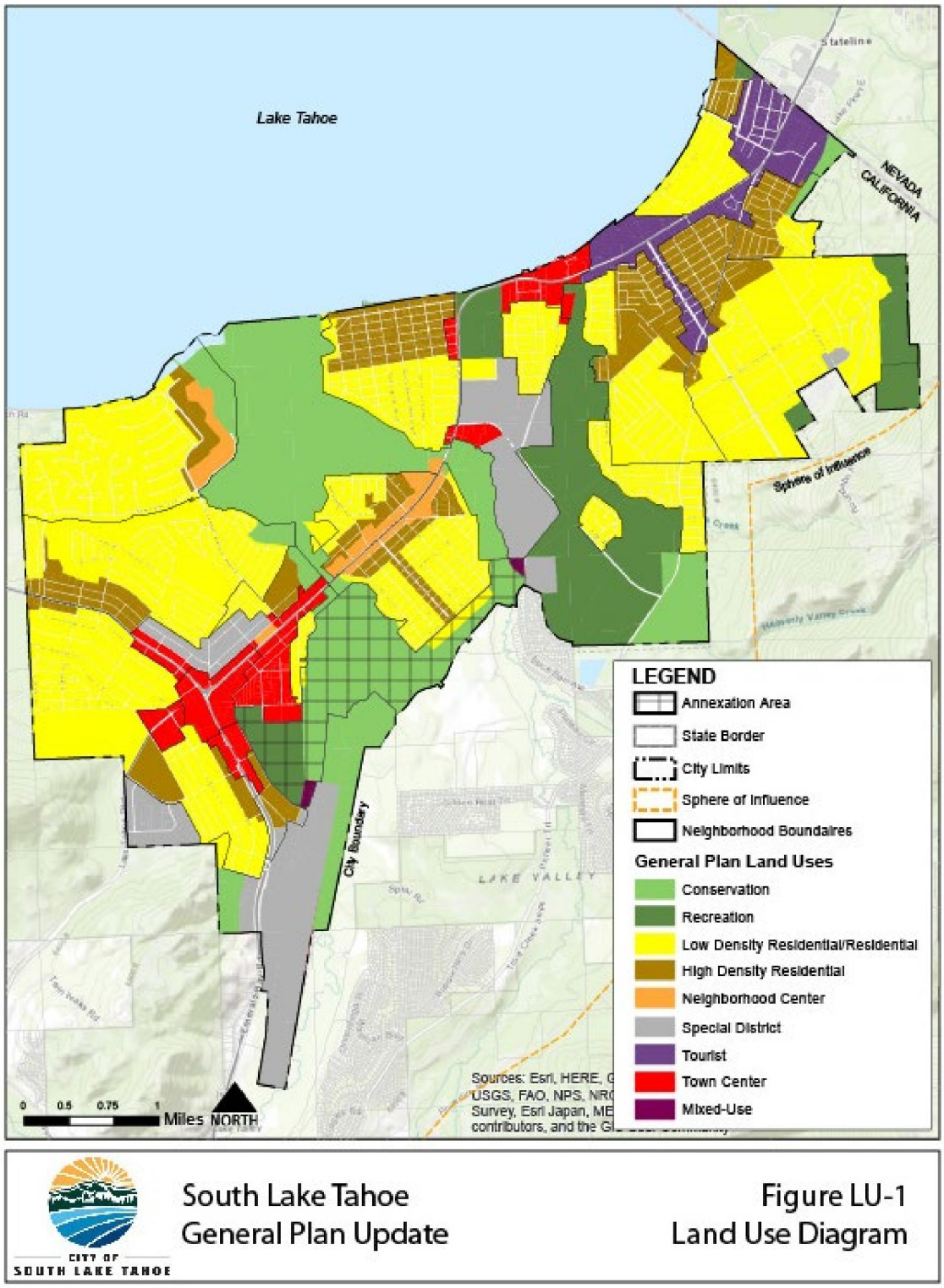
Attest:

Susan Blankenship (Mar 27, 2024 10:43 PDT)

Susan Blankenship, City Clerk

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

EXHIBIT 1


Lake Tahoe
Stateline
NEVADA
CALIFORNIA
Sphere of Influence
City Boundary
LAKE VALLEY
LEGEND
Annexation Area
State Border
City Limits
Sphere of Influence
Neighborhood Boundaires
General Plan Land Uses
Conservation
Recreation
Low Density Residential/Residential
High Density Residential
Neighborhood Center
Special District
Tourist
Town Center
Mixed-Use
0 0.5 0.75 1
Miles
NORTH
CITY OF SOUTH LAKE TAHOE
South Lake Tahoe
General Plan Update
Figure LU-1
Land Use Diagram

Resolution 2024-040 General Plan LU-1

Final Audit Report 2024-04-02

Created:	2024-03-27
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGSrCLIqo2APPkNvzEbQDBnfDoOdwyG4w

"Resolution 2024-040 General Plan LU-1" History

Document created by Michelle Davis (medavis@cityofslt.us)
2024-03-27 - 5:37:53 PM GMT

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2024-03-27 - 5:37:57 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.us)
2024-03-27 - 5:42:39 PM GMT

Document e-signed by Susan Blankenship (sblankenship@cityofslt.us)
Signature Date: 2024-03-27 - 5:43:20 PM GMT - Time Source: server

Document emailed to Cody Bass (cbass@cityofslt.us) for signature
2024-03-27 - 5:43:21 PM GMT

Email viewed by Cody Bass (cbass@cityofslt.us)
2024-04-02 - 8:46:07 AM GMT

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2024-04-02 - 9:03:31 AM GMT - Time Source: server

Agreement completed.
2024-04-02 - 9:03:31 AM GMT

I, Susan Blankenship, City Clerk of the City of South Lake Tahoe, hereby affirm that the attached reproduction is a true and exact copy of the original document in my possession.

Resolution 2024-041

Adopted by the City of South Lake Tahoe City Council

March 26, 2024

Initiating proceedings for the annexation of 90 parcels located in unincorporated El Dorado County, approximately 411.8 acres in size

BACKGROUND

A. On June 6, 2023, the City Council passed a motion directing staff to pursue the "Cleanup Annexation Scenario," which encompasses the Tahoe Valley Campground and parcels adjacent to the City's jurisdictional boundary southeast of the Sierra Tract and Barton Memorial Hospital, and within the City's Sphere of Influence.

B. The City intends to file an Application to Initiate Proceedings for Reorganization with the El Dorado Local Agency Formation Commission (LAFCO). As part of these proceedings, the City of South Lake Tahoe intends to request that LAFCO process a reorganization such that approximately 411.8 acres of territory currently within the unincorporated El Dorado County area would be annexed to the City of South Lake Tahoe.

C. The 90 parcels to be annexed to the City of South Lake Tahoe are comprised of private and public parcels, which the Tahoe Regional Planning Agency Conceptual Regional Land Use Map has designated as either Conservation, Residential, Recreation, or Mixed-Use.

D. The City intends to apply the applicable TRPA Conceptual Regional Land Use designations and the applicable Plan Area Statements (i.e., zoning districts) in the annexation area and is not proposing any changes in the land use designations or the applicable zoning districts.

E. On February 23, 2024, A Notice of Public Hearing providing the date, time, and location of the City Council meeting was mailed to property owners within the annexation area and to all affected property owners within 500 feet of the subject properties. A public notice was also published in the Tahoe Daily Tribune on March 15, 2024.

F. On March 26, 2024, the City of South Lake Tahoe City Council conducted a duly noticed public hearing, at which time City staff presented its report, and interested persons had an opportunity to testify on the proposed annexation. Following receipt of all public testimony, the City Council closed the hearing.

G. On March 26, 2024, the City of South Lake Tahoe City Council adopted an Ordinance to pre-zone the annexation area and a Resolution to amend the 2030 South Lake Tahoe General Plan to reflect the proposed annexation.

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

1. Finds the facts set forth in the Background Section of this Resolution are true and correct, are incorporated into this Resolution by reference, and constitute a material part of this Resolution.

2. Hereby makes an application to the El Dorado Local Agency Formation Commission for the annexation of certain property as described in Exhibit 1 to the City of South Lake Tahoe, and the detachment of certain inhabited property as described in Exhibit 1 from the Lake Valley Fire Protection District.

3. Finds that the proposed annexation is in the interest of providing efficient provision of governmental services, where the annexation area currently receives municipal services from El Dorado County and Lake Valley Fire Protection District, even though the annexation area is adjacent to the City of South Lake Tahoe and accessed only through City streets, and is geographically removed from the rest of the inhabited portions of El Dorado County. After annexation, the City would provide all core municipal services, including street maintenance, snow removal, police, fire protection, and emergency response.

4. Finds the following are affected agencies: El Dorado County, Tahoe Resource Conservation District, State of California (California Tahoe Conservancy), and South Tahoe Public Utility District.

5. Hereby requests that proceedings be undertaken by the El Dorado Local Agency Formation Commission for the annexation proposed herein.

6. Hereby instructs the City Clerk to file a copy of this Resolution with the El Dorado County Local Formation Commission.

Adopted by the City of South Lake Tahoe City Council at a meeting on March 26, 2024, by the following vote:

Yes: Bass, Friedrich, Creegan, Wallace, Robbins

Cody Bass (Apr 2, 2024 02:05 PDT)

Cody Bass, Mayor

Date: 04/02/2024

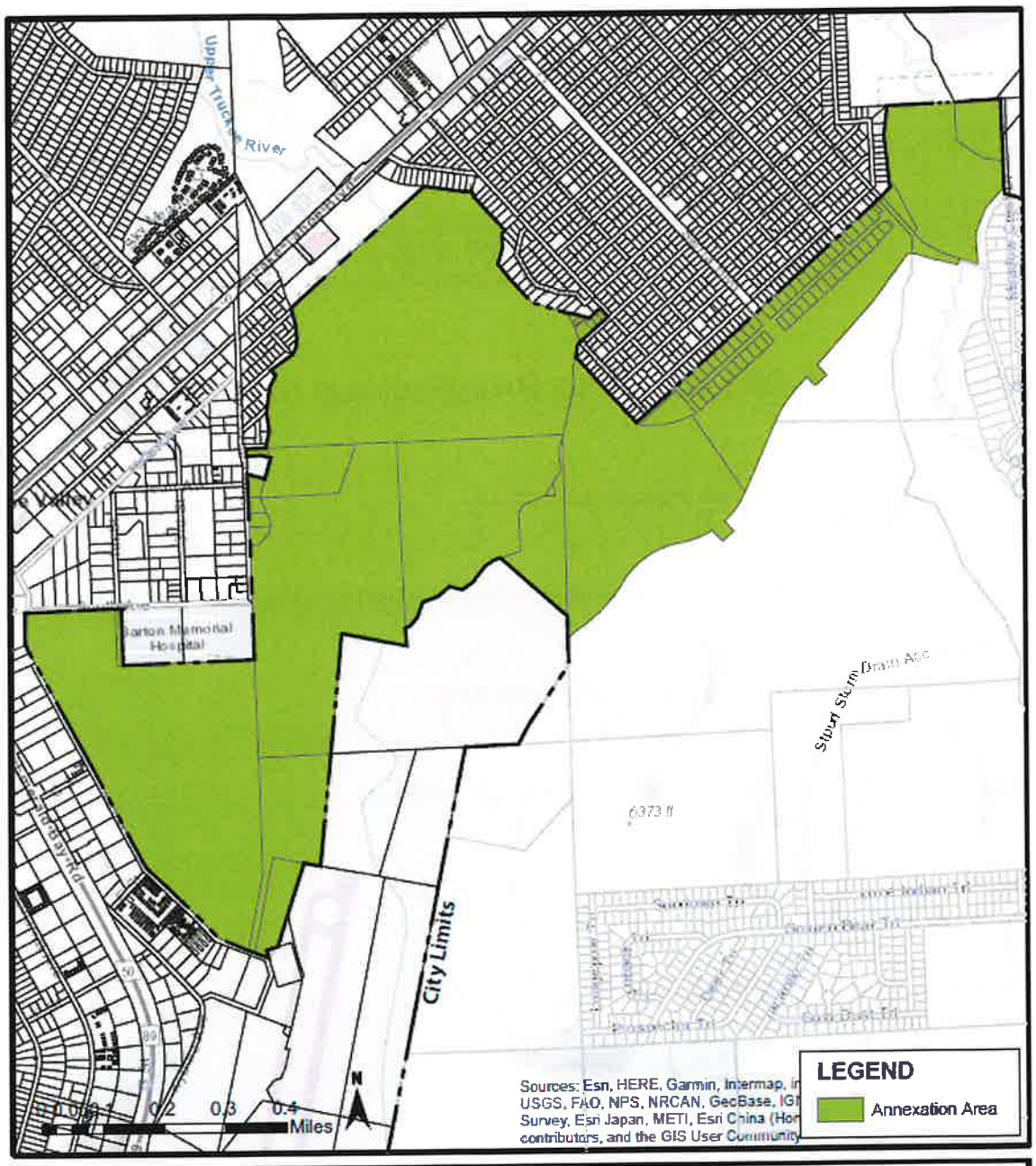
Attest:

Susan Blankenship (Mar 27, 2024 10:50 PDT)

Susan Blankenship, Elected City Clerk

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

EXHIBIT 1



CITY OF SOUTH LAKE TAHOE

Attachment 02
Proposed Cleanup
Annexation

Resolution 2024-041 Initiating Proceedings of Annexation

Final Audit Report 2024-04-02

Created:	2024-03-27
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvj99cmR7Fc6lpB2zR6_c0MpXM1kc8Le7

"Resolution 2024-041 Initiating Proceedings of Annexation" History

Document created by Michelle Davis (medavis@cityofslt.us)
2024-03-27 - 5:44:07 PM GMT

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2024-03-27 - 5:50:06 PM GMT

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2024-04-02 - 9:05:45 AM GMT

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Signature Date: 2024-04-02 - 9:05:57 AM GMT - Time Source: server

Agreement completed.
2024-04-02 - 9:05:57 AM GMT

Adobe Acrobat Sign

CITY OF SOUTH LAKE TAHOE
DEVELOPMENT SERVICES DEPARTMENT - PLANNING DIVISION

NOTICE OF A PUBLIC HEARING

CITY OF SOUTH LAKE TAHOE CITY COUNCIL

Proof of Service by Mail

SUBJECT:	1) A Resolution adopting an amendment to the General Plan LU-1, Land Use Diagram, 2) An Ordinance pre-zoning 90 parcels located within the City Sphere of Influence in El Dorado County for subsequent annexation of such properties, and amending the City Code Title 6, Chapter 6.55, Article II, and 3) A Resolution initiating proceedings for the annexation of such properties
ADDRESS:	Various
APN:	Various
DATE OF HEARING:	March 26, 2024
TIME AND LOCATION OF HEARING:	5:30 p.m. at City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150

STATE OF CALIFORNIA
COUNTY OF EL DORADO
CITY OF SOUTH LAKE TAHOE

I am an employee of the City of South Lake Tahoe, Development Services Department. On February 23, 2024, I served the attached notice pursuant to Section 6.55.640 of the South Lake Tahoe Municipal Code and Government Code Sections 65090 and 65091 (Planning and Zoning Law) on the persons named thereon or attached thereto by placing a true copy thereof with postage thereon fully prepaid in the United States mail. I declare, under penalty of perjury, that the foregoing is true and correct.

John Hitchcock

Digitally signed by John Hitchcock
Date: 2024.02.23 16:25:56 -08'00'

Signature

Executed on 02/23/2024 by John Hitchcock
Planning Manager
Development Service Department

CITY OF
SOUTH LAKE TAHOE

NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on **March 26, 2024 at 5:30 p.m.,** or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following agenda item:

> ***1) A Resolution adopting an amendment to the General Plan LU-1, Land Use Diagram, 2) An Ordinance pre-zoning 90 parcels located within the City Sphere of Influence in El Dorado County for subsequent annexation of such properties, and amending the City Code Title 6, Chapter 6.55, Article II, and 3) A Resolution initiating proceedings for the annexation of such properties***

General Overview: The City of South Lake Tahoe is proposing to annex the land shown on the attached map into City limits in order to provide more efficient public services. Currently, municipal services to the annexation area are provided by El Dorado County and Lake Valley Fire Protection District even though the annexation area is adjacent to the City of South Lake Tahoe and accessed only through City streets. After annexation, the City would provide all core municipal services including street maintenance, snow removal, police, fire protection, and emergency response. There is no development project being proposed with this annexation. The pre-zoning process is a required part of the annexation process. The City's proposed pre-zoning is intended to keep the zoning and allowed uses as similar as possible to the existing County zoning.

Summary: On June 6, 2023, the City Council conducted a public hearing to discuss five annexation scenarios and provide direction to staff. The City Council passed a motion to pursue the "Cleanup Annexation Scenario," which encompasses the Tahoe Valley Campground and parcels located in the Upper Truckee Marsh adjacent to the City's jurisdictional boundary.

The City intends to file an Application to Initiate Proceedings for Reorganization with the Local Agency Formation Commission (LAFCO) for El Dorado County. As part of these proceedings, the City of South Lake Tahoe intends to request that LAFCO process a reorganization such that approximately 411.8 acres of territory currently within the unincorporated El Dorado County area would be annexed to the City of South Lake Tahoe.

The area to be annexed to the City of South Lake Tahoe are comprised of private and public parcels, which the Tahoe Regional Planning Agency Conceptual Regional Land Use Map designates as either Conservation, Recreation, Residential, or Mixed-Use. In addition, the annexed area is zoned pursuant to the applicable Plan Area Statements as either Conservation, Residential, Recreation, or Commercial/Public Service.

As part of the LAFCO proceedings, LAFCO requires each participating jurisdiction to pre-zone the respective properties to be annexed, and amend the General Plan accordingly prior to filing a Reorganization Application. The pre-zone, the General Plan and City Code amendment would not become effective unless and until Reorganization is approved by the LAFCO.

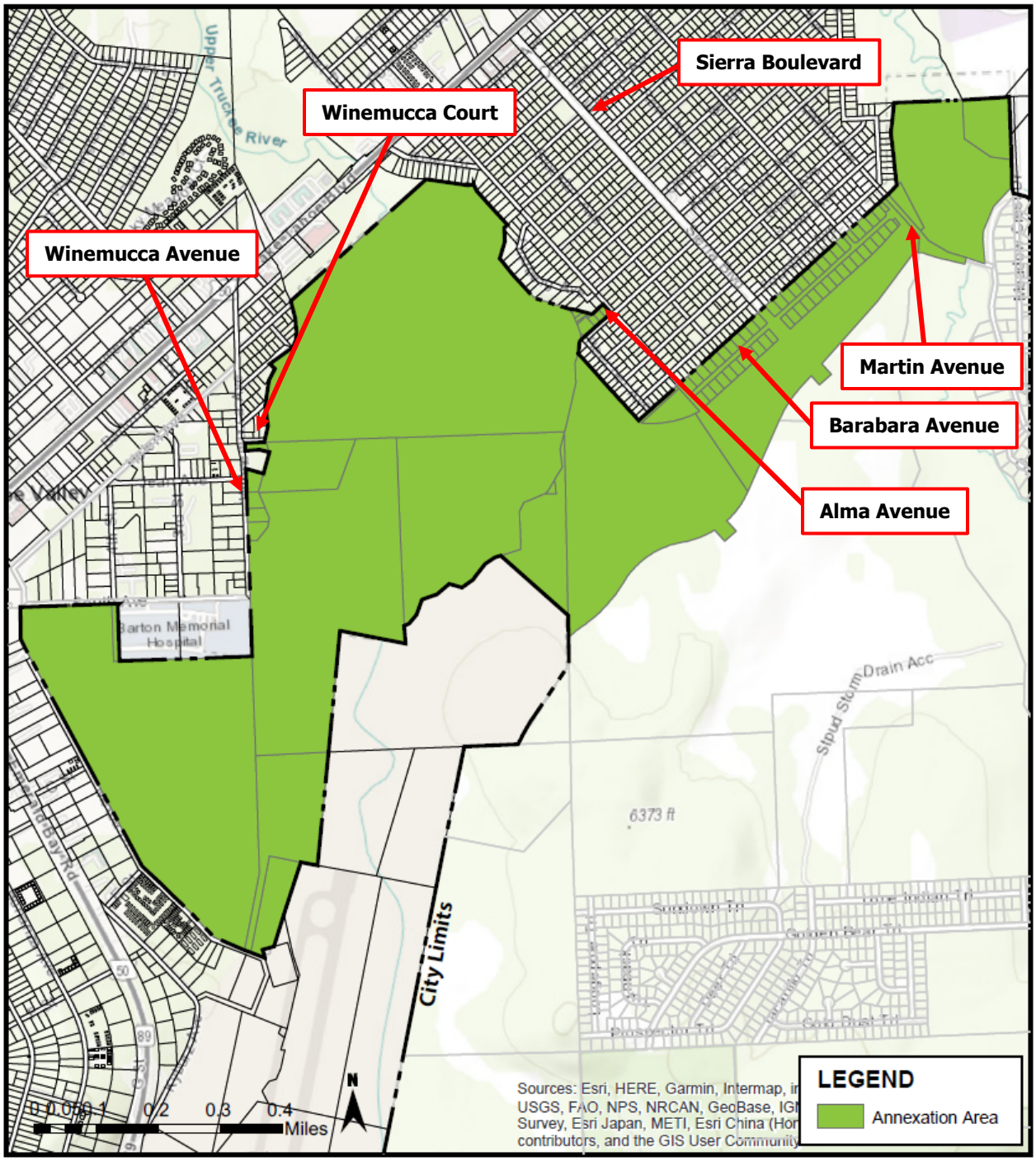
Please contact John Hitchcock at (530) 542-7472 or via email at jhitchcock@cityofslt.us with any questions or comments.

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150

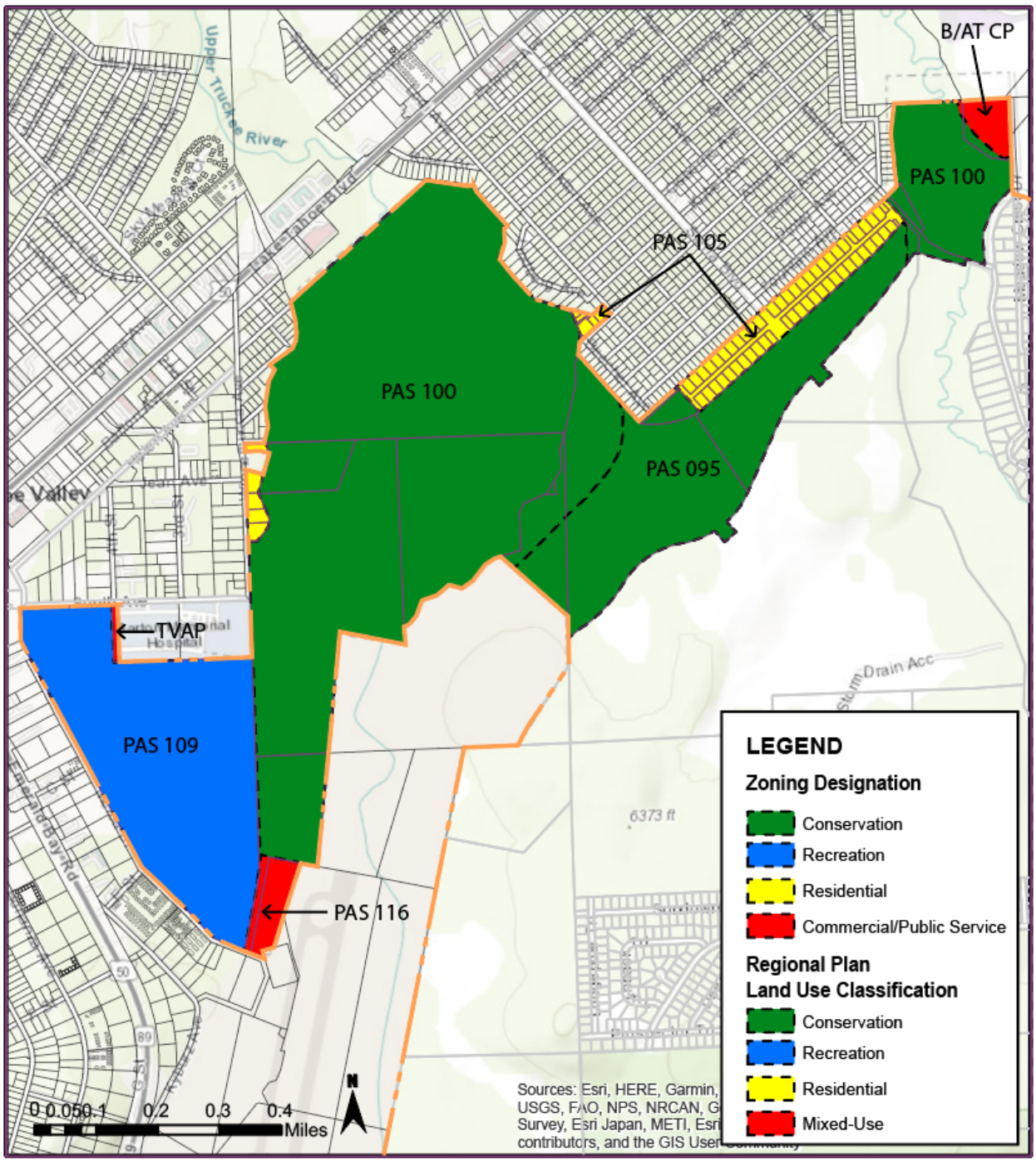
The City Council agenda and related staff reports are available at least 72 hours in advance of regular meetings on the City's website https://cityofslt.us/84/Watch-City-CouncilCommission-Meetings or by contacting the City Clerk at (530) 542-6005

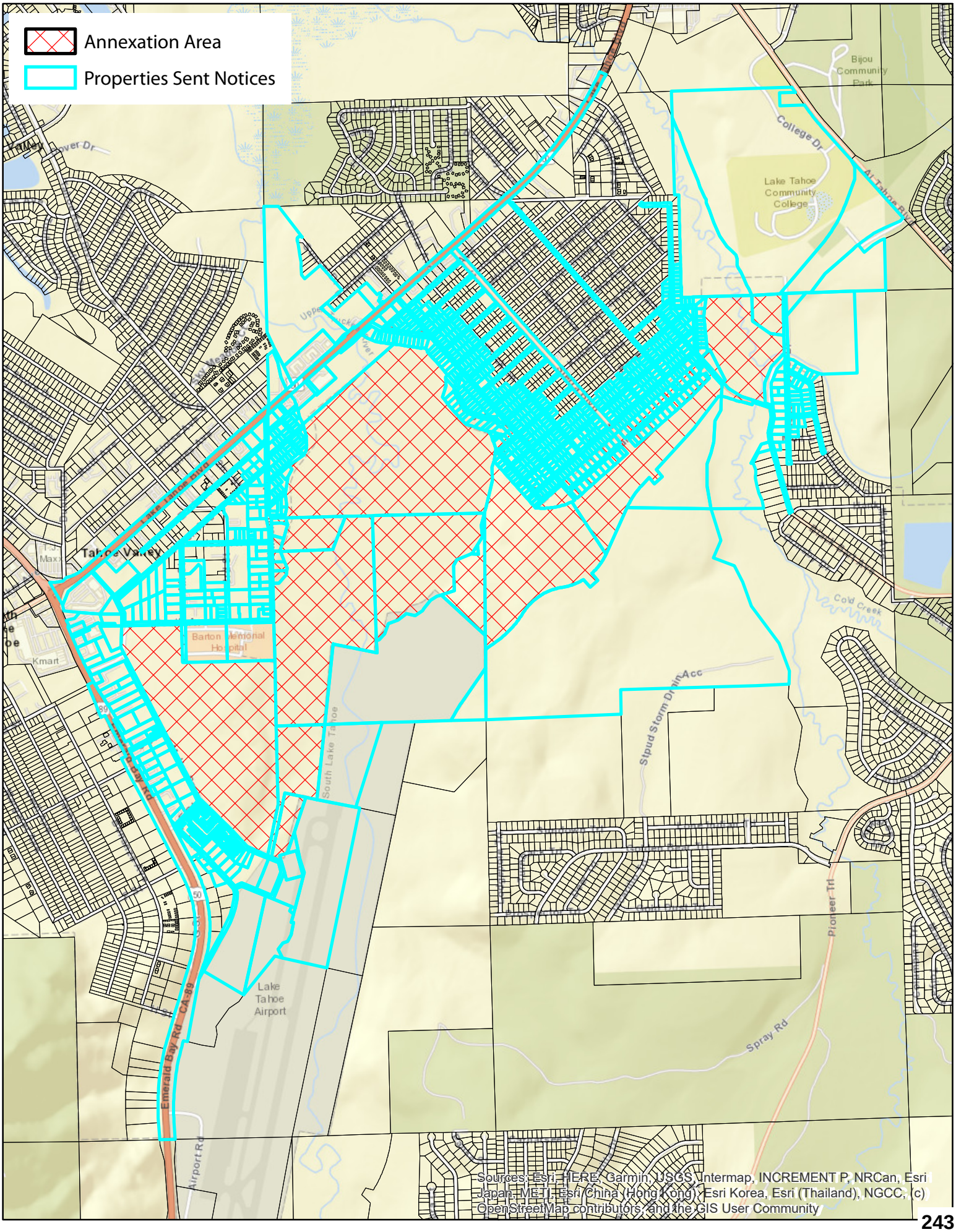
Date of Notice: February 23, 2024

ANNEXATION AREA MAP



PREZONE MAP


B/AT CP
PAS 100
PAS 105
PAS 100
PAS 095
TVAP
PAS 109
PAS 116
Upper Truckee River
Storm Drain Acc
6373 ft
LEGEND
Zoning Designation
Conservation
Recreation
Residential
Commercial/Public Service
Regional Plan
Land Use Classification
Conservation
Recreation
Residential
Mixed-Use
0 0.05 0.1 0.2 0.3 0.4
Miles
N
Sources: Esri, HERE, Garmin,
USGS, FAO, NPS, NRCAN, G
Survey, Esri Japan, METI, Esri
contributors, and the GIS User


Annexation Area
Properties Sent Notices
Bijou Community Park
College Dr
Lake Tahoe Community College
Lake Tahoe Blvd
Tahoe Valley
Barton Memorial Hospital
Kmart
Cold Creek
Stpud Storm Drain Acc
South Lake Tahoe
Emerald Bay Rd
CA-89
Lake Tahoe Airport
Pioneer Trl
Spray Rd
Airport Rd
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

1259 EMERALD BAY HOLDING & CA LLC

1259 EMERALD BAY HOLDING CA LLC

2440 LAKETAHOE CA INC

2601 FOUNTAIN AVE TRUST

A2Z HOUSING LLC

ACTON MICHAEL C CO TR & CAROL K CO TR

ADKINS JANIS S SUC TR & SILVA EDWARD M II SUC TR

AGGERS MARK BRIAN & KRISTEN NICOLE

AGUIRRE JOEL & KELLY N

AGUIRRE RAFAEL & GABRIELA

AIKEN KIRK D & ELIZABETH A

AJS CALIFORNIA HOLDINGS & A CA LLC

AKINS NICHOLAS

ALARCON RUBEN & SUSAN M

ALDAZ BENJAMIN YANEZ & MORI YANEZ CARLEE R

ALICEA ADAM J

ALIX CHRIS J TR

ALKIRE LARRY D & DOROTHY

ALLEN JUDITH A TR

ALOFS GLENN M TR & JOY MICHIKO C TR

ALTMAN VINCENT N & NANCY J

AMATO LESLIE V & PAUL V

AMATO RICHARD J

ANDA M A REV LIVING TR

ANDERSON LUKE & MELODY CHRISTINE

ANDERSON RAMONA G & RICHARD D & BERESIWSKY BOHDAN

ANDERSON ROGER M & JUDITH L

ANDREOZZI BETH TR & B TRUST 12/16/08

ANGELL AUSTIN WILLARD & COCKCROFT WALTER ERNEST V

ANTHONY PAUL TR & LYNN TR

ANTOVICH ENTERPRISES CA LLC
[redacted]

ARAGON JONATHAN C & TERESA
[redacted]

AREC 45 DE LLC
[redacted]

ARMSTRONG ANNA DAWN TR & A D LIV REV TRUST
[redacted]

AULD ASHLEY COOKE & JANELLE MIRANDA
[redacted]

BACANI ESQUIVEL S
[redacted]

BACK DENNIS G & MARLENE C
[redacted]

BAILEY MICHAEL
[redacted]

BALKWILL JOAN M TR & KASCH WENDY
[redacted]

BAMBERG MARK J CO TR & KAREN S CO TR
[redacted]

BAMM BAMM CA LLC
[redacted]

BARAJAS ALEJANDRO LOPEZ
[redacted]

BARCLAY DOUGLAS M & HELLEN A TR
[redacted]

BARKLEY FENN V JR & MARY E TR
[redacted]

BARTON HEALTH CARE & CA NON PROFIT CORP
[redacted]

BARTON HEALTHCARE SYSTEM A CA & NON-PROFIT PUBLIC
[redacted]

BARTON HEALTHCARE SYSTEM INC
[redacted]

BAUMBICK RAYMOND F & LINDA R
[redacted]

BECKER TIMOTHY F
[redacted]

BEERS MARK ALAN & CRISTINA P
[redacted]

BELLEMORE LINDA S SURV TR & FAM TRUST 11/2/07
[redacted]

BENTON CONNIE CREE
[redacted]

BENVENUTO JARED & MATCEK LORENA
[redacted]

BERESIWSKY BOHDAN W & CHRISTINE & ANDERSON RAMONA
[redacted]

BERMANI LORA L TR & SCHAUKOWITCH ESTHER R
[redacted]

BHINDER SHIVDEEP S
[redacted]

BHUTHIMETHEE TARA & CRAWFORD WILLIAM
[redacted]

BIASOTTI JEANETE ANNETOINETTE & LEBOEUF GARY GENE
[redacted]

BIENENFELD JESSE & LINDA
[redacted]

BITZER JAMES MARK CO TR & MARION CO TR
[redacted]

BLANCHETTE GREGORY A &
BLANCHETTE GREGORY A
[redacted]

BLEEG DOMINIK J & JAMES SARA LLOYD
[redacted]

BLOOM INVESTMENT CO
[redacted]

BODISCO RICHARD TR & ZDENKA TR
[redacted]

BOGER JOHN J TR & JEAN C TR
[redacted]

BOLD ROXIE M SURV TR & BOLD ROXIE
M TR
[redacted]

BOLES KRISTIN TR & WINSTON 2017 LIV
TRUST
[redacted]

BORELLI ALYSA J
[redacted]

BOSSON DONALD W TR & JANICE M TR
[redacted]

BOTKIN RICHARD W & KATHRYN E
[redacted]

BOWMAN CALI ELENA & FRASER
MICHAEL STEPHEN
[redacted]

BOYCE DELORES TR AKA & JOHNSON
DELORES BOYCE TR
[redacted]

BRADLEY GINA C & BRADLEY GINA C
[redacted]

BRAINARD DALE W TR & BARBARA L TR
[redacted]

BRIDGES CAROL TR & C 2015 LIV TRUST
[redacted]

BROEMMER DOUGLAS W & KAREN F
[redacted]

BROKAW DAVID CHANNING
[redacted]

BROOKINS CAROL & REA BARBARA
[redacted]

BROWN AMBER
[redacted]

BROWN DANIEL ROBERT &
BRANDIANNE LLEWELLYN
[redacted]

BROWN EUNICE E TR & REV 1996
TRUST
[redacted]

BROWN GLENN
[redacted]

BROWN GRETCHEN HUGGINS TR
[redacted]

BROWN STEPHEN E & SCHWARTZ
KRISTEN
[redacted]

BRUNEL LOUIS PETER
[redacted]

BRUSO PAUL & JUDY
[redacted]

BUCKHORN TRUST 3/9/2020
[redacted]

BUEHLER MICHAEL & SUSANNE
[redacted]

BURBA DAVID TR & MARY D TR
[redacted]

BURGESS JAMES DUANE
[redacted]

BURNS BARBARA TR & B LIV REV TR OF 5/21/03
[redacted]

BURRESS TRAVIS B & GUERRA DESTINY M
[redacted]

BUSHROW J M LIV TRUST 6/10/2022
[redacted]

BUTCHER JOANNE
[redacted]

BUTLER DELMA F TR & R T RESIDUAL TRUST
[redacted]

BUXTON RICHARD WEBSTER & WREN
[redacted]

CALIFORNIA TAHOE CONSERVANCY
[redacted]

CALIFORNIA TAHOE CONSERVANCY
[redacted]

CAMPBELL DANIEL JOHN TR & D J LIV TRUST 3/23/15
[redacted]

CAMPBELL LOIS E TR & L E LV RV TRUST
[redacted]

CAMPBELL SU TR & S LV RV TR 10/29/08
[redacted]

CAMPBELL YAN
[redacted]

CAMPH CHRISTOPHER ALBERT & KERRY KATHLEEN
[redacted]

CARRIAGE INVESTMENTS A CA LP
[redacted]

CASANOVAS GONZALO M & MARIA VIRGINIA TR
[redacted]

CASELLA ANDREA L TR & A L 2006 REV TRUST
[redacted]

CAVALLARO DOMENIC J TR & JANET I TR
[redacted]

CERCEO CHRIS ALLEN & JEANIE KAUFMAN
[redacted]

CEZAR NORMA
[redacted]

CHACHAGUA RUBEN & MARTINEZ PATRICIA I
[redacted]

CHALAPENOK ANDREI & LYUDMILA
[redacted]

CHANDLER NICHOLAS FITZGERALD & KIMBERLIE ANN
[redacted]

CHARNEAU JUSTINE CLAIRE
[redacted]

CHAVARRIA FAMILY LLC CA LLC
[redacted]

CHEN CHEVYN KW & SHERILYN MA & CHEN SANDRA RUTH &
[redacted]

CICCONE THOMAS III & CHRISTINE
[redacted]

CLEAR WATER CADRE INVEST LLC CA LLC
[redacted]

COHEN GABE L
[redacted]

COLE KEVIN & BOBBI
[redacted]

COLEMAN HEATHER ANN & TORY
[redacted]

COLLI VICTOR & MARGARET
[redacted]

COLLINS ROBERT ALAN
[redacted]

COLOMBO CAROLE A TR
[redacted]

CONNOLLEY PATRICK T & HOPPER ALLISON M
[redacted]

CONTRERAS GUSTAVO ALFONSO & IRMA R
[redacted]

COONEY KEVIN & MAGDALENA
[redacted]

COONEY ROBERT & CAROL
[redacted]

CORCORAN RYAN D & HOLLY E
[redacted]

CORTEZ JUAN CARLOS & ESTELA TR
[redacted]

COSTAMAGNA PETER L TR & JOHAN J TR
[redacted]

COUNTY OF EL DORADO
[redacted]

COX REBECCA
[redacted]

CROMWELL DAVID WILLIAM SUCC TR
[redacted]

CROSBY JOHNNY L & JO B
[redacted]

CURRY ROY D TR & JILL A TR
[redacted]

DALTON DONALD J
[redacted]

DARBY RAY ALAN & RAPELJE JULIE ANN TR
[redacted]

DARLING STEPHEN T
[redacted]

DAVID ERIC & JENNIFER
[redacted]

DAVIS JEDIDIAH & DONDERO NIKA
[redacted]

DAY MELINDA TR
[redacted]

DAY MELINDA TR & M LIV REV TRUST 6/13/91
[redacted]

DE TARR LESLIE M SURV TR
[redacted]

DEBORBA GERLINDE TR SURV TR & SMITH GERLINDE DEBOR
[redacted]

DECHANT CLYDE CHARLES CO TR & YEN CHUNG CO TR
[redacted]

DEL RIO GERALD RAYMOND TR
[redacted]

DEMPSEY BRIAN P & KOWK JESSICA
[redacted]

DENARIE MARC TR & QU SHERRY XUAN TR
[redacted]

DENNIS ROBERT G
[redacted]

DEVITA KATHLEEN P TR & K P LV RV TRUST 1/5/11
[redacted]

DEWITT FAMILY LIVING TRUST 6/10/2004
[redacted]

DH TAHOE LLC
[redacted]

DH TAHOE LLC CA LLC
[redacted]

DH TAHOE LLC CA LLC
[redacted]

DHOLLANDE LAURENT & LISA TR
[redacted]

DILLE JENNIFER & MASON
[redacted]

DILLON WILLIAM D & MATT
[redacted]

DILLOW ROLLIE MICHAEL & KAREN A
[redacted]

DITIBERIO RICHARD J CO TR & BELLANTO STEPHANIE J C
[redacted]

DOBSON MARK & RHONDA
[redacted]

DODD DALE M & ANDRISO LAURIE LOU TR
[redacted]

DOERR RODD TR & REV TR AGR OF 10/18/99
[redacted]

DONAHOE DEISELL & JAMES FRANCIS TR
[redacted]

DRADY ANTHONY M & TINGLE JULIE M
[redacted]

DUFF RYAN CHARLES
[redacted]

DUFFEY JANIE L TR & J L LIV REV TRUST
[redacted]

DUMANIS MARIA E & GALLERANI JR JAMES R
[redacted]

DUNN ROLAND & TRUDY
[redacted]

DYER CURTIS M
[redacted]

EATON NANCY O TR & MCCREARY FRANK O TR
[redacted]

EDWARDS SCOTT & AUSTIN BROOKS
[redacted]

EDWARDS ZACHARY & JOHNSON COURTNEY ANN
[redacted]

EL DORADO CO OFFICE EDUCATION
[redacted]

ELEVATED EQUITIES LLC NV LLC
[redacted]

ELITZUR OFER & PHILLIPS COURTNEY
[redacted]

ELLIS CHRISTOPHER W & TECHY J
[redacted]

ELSTON JOCELYN H TR
[redacted]

EMERALD BAY PROPERTIES CA LLC
[redacted]

EMERY BRADLEY TR & TAMMY TR
[redacted]

ENNIS DAVID ALAN
[redacted]

ERTEKIN LIV TR 05/18/2023
[redacted]

EVERGREEN TAHOE PARTNERS CA LP
[redacted]

EXTROM KEVIN & TEASLEY SHANNON
[redacted]

FAJILAN M REV TRUST 6/6/2022
[redacted]

FARINELLI RENO GERARD & LEAH FAYE TR
[redacted]

FAUPS DE LLC
[redacted]

FENNELL VICTORIA HUNT
[redacted]

FETZER STEVEN R & ARLENE V TR & FETZER STEVEN R TR
[redacted]

FINK KAREN SMALLWOOD & PETER M
[redacted]

FISHER JONATHAN ASHLEY & CHRISTINA MARIE
[redacted]

FISHER KENT NAMY 50
[redacted]

FISHER MATT
[redacted]

FLEMING PAULA A
[redacted]

FONG BELLORY SUCC TR
[redacted]

FONG STANLEY H & VIRGINIA
[redacted]

FOO GREGORY E
[redacted]

FORD MICHAEL R & VARNER FORD CHERI LYN
[redacted]

FORGAN TR 2/28/2023
[redacted]RCLE

FOSKETT NAKIA
[redacted]

FOUNDATION HOMES LLC
[redacted]

FRANCESCHI KAREN E TR & EUGENE V TR
[redacted]

FRANCO CIPRIANO & ERIKA A
[redacted]

FRANKLIN CRAIG R TR & LESLI E TR
[redacted]

FRANZEN EDWARD & ELLIOTT MICHELLE FRANZEN
[redacted]

FRENCH DOUGLAS J TR & LIV TRUST 11/04/14
[redacted]

FRIESEN GREGORY S & MARY A
[redacted]

FUJINO DONALD & WILSON WENDY J
[redacted]

FUNG ALLAN MICHAEL TR & MARGARET KNOCHENHAUER TR
[redacted]

GALLI ROBERT S TR & FM 1993 LV RV TRUST FBO
[redacted]

GAMMAGE ERROL J & CAITLIN P
[redacted]

GARAY ALVARO R & JENNIFER D & QUARTAROLI ROBERT P

GARCIA GEORGE L & SHIRLEY C

GARGALIKIS MARK J & LYNN M TR

GARLAND NICOLAS

GAVILANES GABRIEL ANDREW & MCNEIL PEGGY

GAYLOR VICTORIA LYNN

GEISER SAMUEL S TR & JEANNE M TR

GHIDOSSI DONNA L TR & WAYNE G TR

GIER TROY ROBERT & WARE PAULA M

GILARDI JENNIFER IRENE & DENNIS A TR

GILL DANIEL J

GILL DENNIS LAWRENCE & LORI KAY

GILLON MICHAEL & AMY RENEE HACKIM

50

GILLON MICHAEL J

GIRSCH GENELLE & JOHN PAUL

GLASER RONALD F TR & REV TRUST 4/3/08

GLEDHILL WAYNE TR

GNIAZDOWSKI KIRK & LISA

GOEHRING LINDA J TR & L J FAM TRUST

GOLDIN EVAN

GOLIGOSKI BRENT

GONGORA JENS M ALEJOS

GONZALEZ NICHOLAS E & DANIELLE C

GOODE CLAUDE F & RICHARDSON MARYKARITA

GOODE CLAUDE FRANK & RICHARDSON MARY

GOODWILL IND OF SACRAMENTO & VALLEY & NORTHERN NV

GORE RANDY TR & GORE ELIZABETH C

GRABHAM STEVEN & TERESA TR

GRAHAM GREGORY S TR & WANDA L TR

GREEN PHILLIP S TR & P LIV REV TR OF 1/30/04

GREY LARRY L & KAREN M
[redacted]

GREY LARRY L & KAREN M
[redacted]

GRIFFIN MICHELLE R
[redacted]

GROELZ ROSS & ROSS W
[redacted]

GROTHE APRIL C
[redacted]

GSTETTENBAUER GREG & JONNI
[redacted]

GUERRERO FRANCISCO J & MARLEN BETZABE
[redacted]

GUIER JULIA
[redacted]

GUNSCH CLAUDE E & VIRGINIA L
[redacted]

GUSSES GEORGE W & LINDSAY R
[redacted]

GUY CARSON T & WEIGLE LISA A
[redacted]

H20 URBAN SOLUTIONS HOLDINGS CA LLC
[redacted]

HAAS ELIZABETH A
[redacted]

HABERLIN HEATH D
[redacted]

HADDAD MARTHA M TR & FM LV RV TRUST 9/2/08
[redacted]

HAEFER REID
[redacted]

HAEN ANGELA
[redacted]

HAGAN JOHN D
[redacted]

HAGOOD ASHLEY
[redacted]

HALL STANLEY
[redacted]

HALLQUIST JILLIAN
[redacted]

HAMILTON N F TRUST 4/17/2000
[redacted]

HANFORD JACQUELINE GRACE
[redacted]

HANSEN E A & SMOTHERS EDWARD M
[redacted]

HANSEN JANET EVELYN TR & J E REV TRUST 4/17/09
[redacted]

HAPPERSBERGER SUSAN PAULINE COWAN TR
[redacted]

HARDMAN JEFFREY P & TINA SUJINA
[redacted]

HARRINGTON MICHAEL
[redacted]

HARRIS DOUGLAS E & CYNTHIA L
[redacted]

HARRIS GARETH S & HARRIS GARETH S
[redacted]

HARRISON NANCY L
[redacted]

HART JAMEY & DEMA
[redacted]

HARWELL FAM LIV TR 1/23/2023
[redacted]

HAUETER CARL F TR & C F LV RV TR 7/17/01
[redacted]

HAVEN NICHOLAS R TR & KATHERINA S TR
[redacted]

HAYES DEREK & MARIA CONNILEE V
[redacted]
MILL VALLEY CA 94941-4073

HEDLEY ROBERT HAYS & SUSAN LYNN TR
[redacted]

HEILIG ALEX & ASHLEY
[redacted]

HEIMANN ANNE
[redacted]

HEMENES VICTORIA
[redacted]

HENN RYAN CHRISTOPHER & DOSS AMANDA ELLEN
[redacted]

HENNINGS DIANE M & MALM JOHN L
[redacted]

HERNANDEZ ISRAEL Z & BARRON MARIA SALUD LOYA
[redacted]

HERNDON TASA M
[redacted]

HERRERA RAMON
[redacted]

HILL KRISTY A & DONALD E III
[redacted]

HILLIARD BRIAN & BERTAIN MARGARIDA
[redacted]

HIRSIG PETER & HIRSIG VICTORIA
[redacted]

HOAGLAND PACE ALYSON J & PACE JEAN C
[redacted]

HOGAN SANDY G TR & S G REV TRUST
[redacted]

HOLDEN JACQUELINE C TR
[redacted]

HOLLAND DAWN RASHEL
[redacted]

HOLLINGSHEAD SHIRLEY SUCC TR & FREUER C M SPECIAL
[redacted]

HORST JENNIFER B & LAING JACQUELINE
[redacted]

HOUCK GARY A TR & LINDA M TR
[redacted]

HUBBERTS LIV TR 10/06/2022
[redacted]

HUBER DANIEL
[redacted]

HUCK KELLY
[redacted]

HUDSON LOUIS P TR & L P TRUST 2/18/10
[redacted]

HUILLADE MARGARITA M CARRE LE & CHERIE M (REM)
[redacted]

HUNT KIMBERLY ALISON
[redacted]

HURST RONALD ALLEN TR
[redacted]

HUSSE ERICA HEIDI
[redacted]

HUTCHINGS JOSEPH & MARJORIE
[redacted]

INOUE BERT & ELAINE K
[redacted]

J2M2 LLC
[redacted]

JACKSON KELLY
[redacted]

JACKSON THOMAS C
[redacted]

JAIME KAREN LEE TR & K LIV REV TRUST 11/19/97
[redacted]

JAMES JESSICA ANN TR
[redacted]

JANVRIN JOHN & TAWNI
[redacted]

JARRETT EVA SURV TR
[redacted]

JARVIS L ELIZABETH
[redacted]

JENSEN FAMILY TR 2/22/2023
[redacted]

JOHANSEN BRYAN R TR & BR REV TR 1/30/2018
[redacted]

JOHNSON BERNADETTE DAMEL TR
[redacted]

JOHNSON HELEN ELIZABETH & MCCALL MARY ANNE
[redacted]

JOHNSON HELEN ELIZABETH & MCCALL MARY ANNE
[redacted]

JOHNSON MARSHALL B & KAREN J
[redacted]

JOHNSON STEVEN D
[redacted]

JONES CHARLENE & WEITSMAN JANET
[redacted]

JONES KAREN LENORE
[redacted]

JONES LLOYD MICHAEL & MINDY AKEMI
[redacted]

JORDANO SUSAN LEONE TR
[redacted]

JOSEPH P A LIV TR 6/2/2006 RESTATED 08/03/2020
[redacted]

JUNG KI WOOK
[redacted]

KALYAN ARVIND & MOHAN SUMANA
[redacted]

KANEMURA GARY K & LIZA I
[redacted]

KANGAS ELENA M & BOSHAR DANIEL
[redacted]

KARCHER COLLEEN F
[redacted]

KASCH JODY
[redacted]

KAUFMAN RAOUL
[redacted]

KEARNEY DAVID J TR
[redacted]

KEENAN JAMES TR & CARMEN TR
[redacted]

KELLY DENNIS TR & HENE TR
[redacted]

KELLY JAMES & ANNA TR
[redacted]

KELLY TROY A & WILLIAMS DOUGLAS H
[redacted]

KELSO JAMES C & KELLEY A
[redacted]

KERBAVAZ JOANNE H
[redacted]

KERL CHRISTA C TR & C C REV TRUST 07/12/07
[redacted]

KEY CURTIS L & MICHELLE A
[redacted]

KHALIFA SAMAR F & HESHAM G
[redacted]

KILBURY JORDAN D & SMITH KILBURY COURTNEY
[redacted]

KIRCHNER JOHN N & LYNN D
[redacted]

KIRNOS ALEKSANDR
[redacted]

KNEUBUHL STACY
[redacted]

KNOX REGINALD V
[redacted]

KOSCO BARBARA L TR & N G BYPASS TR 10/23/10
[redacted]

KOVACH DONALD R & BRIANNA E
[redacted]

KRAMER GEORGE R & LYNN L
[redacted]

KUDEY EDMUND A & KRISTINE M
[redacted]

KUK ERIC
[redacted]

KUNIBE TERUYO SURV TR & FAM TRUST OF 2/26/1992
[redacted]

KURTIS RIX
[redacted]

KURTZMAN DAVID S TR & KAREN M TR
[redacted]

LADD NICOLE LYNN
[redacted]

LAFLER TOREN & PATINO MARIANNE
[redacted]

LAKE TAHOE COMM COLLEGE DIST
[redacted]

LAKE TAHOE PMA LLC CA LLC
[redacted]

LAMEBULL ZACHARY & FILLMORE HELEN
[redacted]

LANSANG FAMILY TRUST 8/6/2010
[redacted]

LARUSSA JOSEPH A & LAURA J TR & MASELLI ANTONETTE
[redacted]

LE TUAN & PHAM LOAN
[redacted]

LEACH JOHN L TR & J L SURV TRUST 4/17/96
[redacted]

LEASE GUY F & MARGARET M
[redacted]

LEDBETTER RAHBECK LLC & JESSICA
[redacted]

LEE STEVEN
[redacted]

LEFTEROFF PATSY ANN TR
[redacted]

LEMOS SHIRLEY ANN
[redacted]

LEMUS MARINA H & JESSICA
[redacted]

LEON EDNA M
[redacted]

LEVAND ANDREW JAMES & JAY LUCAS
[redacted]

LEVERONI FAM TRUST 10/24/1998
[redacted]

LEVIN MELANIE R
[redacted]

LEVINE TODD M & KIM A
[redacted]

LIERAS MARIO
[redacted]

LINFORD JULIE M TR
[redacted]

LIU YING & JIN RUOFAN
[redacted]

LIVINGSTON WILLIAM KEVIN & REBECCA JEAN
[redacted]

LLEWELLYN RANDY S & DENISE C
[redacted]

LONG NATALIYA
[redacted]

LONG THEODORE & MARIA T
[redacted]

LOPES JOAN L
[redacted]

LORD ELAINE & LORD ELAINE
[redacted]

LORD ELAINE & SANSONE DENISE
[redacted]

LOUGHRAN GENEVIEVE TR & G LIV REV TRUST
[redacted]

LOUIE DARYLE MARTIN AKA & DARYLE M CO TR
[redacted]

LOVGREN JACK W & VIRGINIA
[redacted]

LUCAS CHRISTOPHER & SHAINA TR
[redacted]

LUCKE NEVA C
[redacted]

LUCKSINGER MARK R & YOKOTAKE RONALD
[redacted]

LUCKSINGER MARK TR & MARTHA TR
[redacted]

LY TRUNG & ANNA
[redacted]

LYNCH NANCY B SUCC TR & FAMILY TRUST
[redacted]

LYNN VICTORIA & MARKOFER PATRICIA C
[redacted]

LYNN VICTORIA & MARKOFER PATRICIA C
[redacted]

LYTTAKER JACQUELINE CAROL
[redacted]

MACKEY WANDA JEAN TR & W J TRUST
[redacted]

MAHAFFEY JEREL R & VALERIE J TR
[redacted]

MALINOVA RADOSTINA
[redacted]

MALM JOHN L & HENNINGS DIANE
[redacted]

MANDERSCHIED MAX J
[redacted]

MANTHIRAM VANNI C
[redacted]

MANVILLE RENIE A
[redacted]
SOUTH LAKE TAHOE CA 96158

MARAIS KIM LOUISE & BROOKS JAMES V
[redacted]

MARCERON TERESA & GOODRICH GLENN
[redacted]

MARLOW LARRY W & CAROL
[redacted]

MART E R & J N TR 06/16/1995 & JANICE K TR
[redacted]

MARTIN D PATRICK
[redacted]

MARTINEZ VICTORINA
[redacted]

MASCITTI ERNIE TR & NANCY TR
[redacted]

MATTHEWS SONIA & MICHAEL
[redacted]

MAUS DEBRA L
[redacted]

MCCREARY MICHAEL KEVIN & MARIE LOUISE
[redacted]

MCCULLOCH HOLLY BILLINA & ANDREW WILLIAM TR
[redacted]

MCDANIEL MARTHA C
[redacted]

MCDONALDS CORP OF DE
[redacted]

MCDONALDS CORP OF DE
[redacted]

MCFADDEN CHRISTIAN & KIMBERLY
[redacted]

MCGRATH KELLY S TR & VIVIAN R TR
[redacted]

MCGUINNESS TEGAN C
[redacted]

MCKNIGHT CLAYTON M & BONNIE E
[redacted]

MCLEVIS TAMARA & MICHIE ANDREW
[redacted]

MCNAMARA DANNY & HEATHER
[redacted]

MEDEIROS ANNA KATHRYN CO TR & ATKINSON JERRY W CO
[redacted]

MEERLY RICHARD O & CLAY SUSAN A
[redacted]

MEGO STEVEN C & ERIKA L
[redacted]

MELCHER TRAVIS C & BARBARA A
[redacted]

MELLO MICHAEL A TR
[redacted]

MELVIN MICHAEL O TR & M FAM TRUST 8/21/15
[redacted]

MENKENS AARON & THOMSON BLAKE
[redacted]

METRIK MICHAEL & SCHESLAVSKY IRINA
[redacted]

MEYER RICHARD D
[redacted]

MEYER RICHARD D
[redacted]

MEZA FRANCISCO & SYLVIA
[redacted]

MIDDLETON PHILLIP TR & SUSAN TR
[redacted]

MIGDOL MONIQUE
[redacted]

MILES JENNIFER
[redacted]

MILLER H DALE TR & MILLER H DALE & HAROLD DALE
[redacted]

MILLER J J TR 3/4/1994
[redacted]

MILLS LAURA E TR & LM TRUST 11/20/02
[redacted]

MINAHAN MICHELLE J
[redacted]

MINAR SCOTT L
[redacted]

MLYNSKY HELMUT TR & SHERRY TR
[redacted]

MOFFETT MARK W & JILL M
[redacted]

MONTOYA ANNA
[redacted]

MOORHOUSE JENNIFER TR & J LIV REV TR 5/3/17
[redacted]

MORA VICTOR E & ARREOLA CONCEPCION
[redacted]

MORAN JENNIFER L TR
[redacted]

MORGADO EDMUNDO ALBERTO
[redacted]

MORIOKA THOMAS K TR & KAREN TR
[redacted]

MORRIS DANIEL E & ROXANNE T TR
[redacted]

MORRONE DONNA
[redacted]

MOSHER MELBA OUIDA TR & W SR&M SRV TR 7/27/1994
[redacted]

MOSHER MELBA OUIDA TR & W SR&M SRV TR 7/27/1994
[redacted]

MUEHLBAUER ROBERT & MONEKA URBANSKE
[redacted]

MUND BRUCE W & MERLE J TR
[redacted]

MUNGUIA MOISES M & MEZA MARIA
[redacted]

MUNRO DEL TR & D LIV REV TRUST 9/26/13
[redacted]

MURILLO CARMEN
[redacted]

MURPHY MARY E
[redacted]

MURRAY KIRK P & DOMINIKA Z
[redacted]

MURRAY PATRICK E
[redacted]

MUSANTE FAM TR 11/15/2022
[redacted]

NAHLIN ERIC & WELLS DIONNA & MENDENHALL CORY & WIL
[redacted]

NARIMATSU KEVIN KEI TR & JAYNE STEPHANIE ADELE TR
[redacted]

NEIGER HEINZ TR & BRIGITTA TR
[redacted]

NEILSON MARK JORGEN
[redacted]

NEW HEIGHTS CA LLC
[redacted]

NEWELL MICHAEL & JACKIE
[redacted]

NICHOLAS GUY C & WENDY TR
[redacted]

NICHOLS CHARLES W TR & BETTY JANE TR
[redacted]

NICKELS CATHLEEN & ADAM
[redacted]

NICPONSKI WILLIAM J & CATHERINE L TR
[redacted]

NIELSEN CORY LEE
[redacted]

NIGEL DAVID M TR & ROSE I TR
[redacted]

NIKFARJAM SASAN & IZADJOU KAMERON
[redacted]

NIRVA JOHN & MERRIFIELD JILL
[redacted]

NOJER 1 PROPERTIES LLC
[redacted]

NOTLEY TAMERA F
[redacted]

NRJ PROPERTIES CA LLC
[redacted]

NYE J & T REV TR 6/21/2023
[redacted]

OLENICZAK JOSEPH & COOMARASWAMY TERESA
[redacted]

OLSON LEONARD D SURV TR
[redacted]

OLSON LEONARD D SURV TR
[redacted]

ON STEVEN TR & IVY HO TR
[redacted]

ORIGONE CARLO & JOHN
[redacted]

ORTEGA RUDY L JR & STELLA B
[redacted]

ORTIZ CARLOS R & LETICIA O
[redacted]

OSTRANDER RYAN & GONZALEZ HANNAH
[redacted]

OTTO VICTOR W & MELANIE KAE
[redacted]

OWEN SABRINA
[redacted]

PALMER NICHOLAS M
[redacted]

PANCHAL NIMESHBAI & SHEFALI
[redacted]

PANCHAL NIMESHBHAI S & SHEFALI N
[redacted]

PAREDES NURIA D
[redacted]

PARSONS LISA M & DELFINER DAVID
[redacted]

PARTINGTON JAMES W TR & TERRY TR
[redacted]

PAVLOVSKY NATALYA
[redacted]

PAYNE HOLLY
[redacted]

PEACOCK THOMAS JERROLD
[redacted]

PEEL JASON A & NETHERTON PEEL JILLIAN
[redacted]

PEREZ DE TAHLE MARIE CLAIRE
[redacted]

PEREZ RAFAEL & DIANA
[redacted]

PERKINS DAVID & POULAKIDAS CHRISTINA
[redacted]

PETERSON DAVID M & RADUECHEL MAREIKE A
[redacted]

PETROSIAN AREK & SOK KIM
[redacted]

PIERCE RICHARD I & CHRISTINE E
[redacted]

PIROZZI JAIME LYN & SILGALIS ALEXANDER VACYS
[redacted]

PLUMMER LEOTA O TR & L O REV TRUST 5/21/12
[redacted]

POPAT LIV TR 11/30/2004 & KAUSHIK LAXMIDAS TR
[redacted]

PORTELA ERIC & MILLERMON PORTELA DEBORAH
[redacted]

PRERA AILEEN M
[redacted]

PRESTON JOHN WALTER TR & KATHLEEN TR
[redacted]

PRINCE HAROLD PROPERTIES LLC & ATTN STORE ACCOUNTI
[redacted]

PRINCE HAROLD PROPERTIES LLC & ATTN STORE ACCOUNTI
[redacted]

QUINDT GERALD & JILL
[redacted]

RAMIREZ AURORA P & JONES ALICE A
[redacted]

RAU LESLIE & UTTER RITA
[redacted]

RAY CONNIE E TR
[redacted]

RAYMOND TERRENCE G & KATHY S
[redacted]

REAL JESUS PRECIADO & EILEEN SUE TR
[redacted]

REID B T REV TR 9/7/2023
[redacted]

REIN DUANE & ERIC
[redacted]

RENZI KELLI L
[redacted]

RETTA JOHN C & CHRISTINE E
[redacted]

REYNOLDS ALORA & ZISA JOHN
[redacted]

REZIAPKINE YEKATERINA
[redacted]

RHODES ANNETTE L SURV TR & RHODES ANNETTE L TR
[redacted]

RHODES DAVID J & NANCY E
[redacted]

RIKKELMAN EDWIN M TR & ANNA J TR
[redacted]

RILEY KATHRYN & FEIGER GAVIN
[redacted]

RINEHART STEBBIN
[redacted]

RISSO FRANK HENRY & ROBYN L
[redacted]

RITTENHOUSE JARED & DAVID
[redacted]

RIVA JUDITH JEAN TR & RIVA WILLIAM ALLEN CO TR AKA
[redacted]

RIVARA EILEEN
[redacted]

ROBERTS BARBARA
[redacted]

ROBERTSON SCOTT A & TERRY L
[redacted]

ROBINSON CRAIG M
[redacted]

RODRIGUEZ DAVID M & LUCINE E
[redacted]

RODRIGUEZ MARCELA G
[redacted]

RODY VICTORIA R
[redacted]

ROGAN MICHAEL P & BARNES ROBIN
[redacted]

ROGERS JOALEEN
[redacted]

ROMERO DENNIS G TR & JOAN TR
[redacted]

RONZANI JOSEPH E TR & J E REV TRUST 8/25/14
[redacted]

ROSE RICK J & SILVEIRA SANDRA L
[redacted]

ROVERE PATRICIA LYNN
[redacted]

ROZGA WILLIAM & RICKI M
[redacted]

RUELAS ARTEMIO & ZEPEDA BLANCA E
[redacted]

RUIZ VANESSA
[redacted]

RUMBLE RONALD ALAN & MACKENZIE-RUMBLE JOANIE ANN
[redacted]

SALINAS EDUARDO & JANET E
[redacted]

SAMBU BRIAN S & KASNO MIEKO
[redacted]

SANCHEZ M A & M REV INTER VIVOS TR UTA 7/27/2021
[redacted]

SANGIACOMO MICHAEL & & SANGIACOMO MICHAEL & FAM T
[redacted]

SANTIAGO JOHN JR & JULIE COLLEEN
[redacted]

SCHACHER MICHAEL S
[redacted]

SCHAUKOWITCH MICHAEL S & ESTHER R & SCHAEKOWITCH E
[redacted]

SCHERSCHEL LEO TR & CARMEN TR
[redacted]

SCHMALFUSS KARL & NEWBRE SUSAN
[redacted]

SCHUE CLINTON J
[redacted]

SCHWARTZ COREY M
[redacted]

SEADORF IMBRUGLIO SUSAN M TR & IMBRUGLIO PAUL J TR
[redacted]

SEBASTIAN RAYMOND F CO TR & SEBASTION BARBARA A CO
[redacted]

SECOND BAY HOLDINGS TAHOE LLC CA LLC
[redacted]

SECURITY INVESTMENT CO LLC
[redacted]

SELIGSON GORDON R TR
[redacted]

SHAMAS HOLLY
DBA JUBILEE KIDS
[redacted]

SHANNON DONALD J III

SHAW NICOLAS R & EMILY S

SHAW SUSAN IRWIN TR

SHEEHAN ANDREW & ANDRIGHETTO SHERRI L

SHELL JAMES P & CHRISTINA K

SHI ZUO RONG & LIAN ZHENGFANG TR

SHIH VANESSA

SHORTRIDGE ALLAN & LEE ANNE

SHORTRIDGE ALLAN L & LEEANNE M

SHOTT JOHN M & SUSAN

SIEGAN MARTIN & JOYCE

SIEN CALVIN N & KELLY K

SIHOTA KIRANDEEP KAUR

SILVER SANDRA

SINARLE KEVIN L TR & MERRILLSINARLE JENNIFER L TR

SMITH MICHAEL E TR & JANICE E TR

SMITH RAINE H SURV TR

SMITH SARAH & BLACKER JOHN KIRBY

SMITH STEVEN A & ANNA MARIE

SMITH TODD R & JENNIFER R

SOLATI MEHRDAD TR

SOLLECITO JOSEPH & JULIE K CO TR

SOLWICK JEFFREY A

SORYS SLAWOMIR P TR & MALGORZATA T TR

SOTELO JAMES & LINDSAY

SOUTH TAHOE PUBLIC UTIL DIST

SPANGLER WILLIAM

SPOELSTRA CAROL & GARY

103

SPRANZ LINDA CHRISTINE

-6206

SPRINGMEYER BONNIE TR & B FAM LIV REV TR

STANTON GARY J

STAR SYSTEMS CORP WY LLC

STARKEY STEWART RUSSELL TR

STATE OF CALIFORNIA
DEPT OF TRANS

STATE OF CALIFORNIA & CALIFORNIA TAHOE CONSERVANCY

STATE OF CALIFORNIA & DEPART OF TRANSPORTATION

STATE OF CALIFORNIA & DEPT OF GENERAL SERVICES

STEWART TODD & JAMIE L

STINE LAWRENCE EUGENE

STOLLER RANDAL & SOETERS HUSE VALERIE

STONE SUZANNE TR & S LIV REV TRUST 06/17/08

STRAUSS HELGA R TR
3

STUART HELEN I TR & H I LIV REV TRUST

SUGIYAMA KENJI & WARD JENNIFER

SULLIVAN TODD G & VICTORIA M

SUMMERS JACOB & LAURA

SYDKAM CA LLC

TAHOE BASIN CONTAINER SERV INC & NV CORP

TAHOE COALITION FOR THE HOMELESS & CA PUBLIC BENEF

TAHOE KEYS CA CORP

TAHOE RESOURCE CONSERVATION & DISTRIC

TAHOE SENIOR PLAZA INC

TAHOE STATION INC & GIESEKE W DONALD CHAPTER 11 TR

TANZI SCOTT & JULIETTE E

TAO PING & ZHENG YING YI TR

TAYLOR RUSSELL

TECSON ALAN JESUS TR

TEJANO NICHOLIS
150

TEPLEY ROBERT

TERKILDSEN ARTHUR H & VIRGINIA L

TERRY CAROL NOEL TR & C N TRUST DTD 08/30/11
[redacted]

THOMPSON APARTMENTS LLC
[redacted]

THROCKMORTON KIM
[redacted]

THULEEN PETER J
[redacted]

TICAS MARSHA KAY TR & M K LIV TRUST 3/13/15
[redacted]

TIECK ARTHUR RAYMOND III & HAVEN TR
[redacted]

TOELKES JAMES PHILIP & KATHLEEN E
[redacted]

TOM MICHAEL TR & MYRTLE M TR
[redacted]

TOMKINSON ADRIAN & DENISE
[redacted]

TORRES JOHN S TR & LIV REV TRUST 10/27/95
[redacted]

TOVAR JOSE L
[redacted]

TRIPIER JEAN YVES & KARINE
[redacted]

TSANG CHIUWAI & YEUNG MABEL
[redacted]

TUBANDT DONALD D & DIANNE K TR
[redacted]

TUBB TERRY EVIN TR & T E LIV REV TRUST 2016
[redacted]

TUCKER RICHARD & KIMBERLY
[redacted]

TURNAGE GLENN F TR & JOY TR
[redacted]

UNDERHILL SARAH FELCHLIN TR & S F TRUST 6/30/17
[redacted]

UNITED STATES OF AMERICA & U S FOREST SERVICE
[redacted]

UNITED STATES OF AMERICA & U S FOREST SERVICE
[redacted]

UPTON JOHN E TR & ROXANA K TR
[redacted]

VADENAIS RICHARD H TR & R H REV TRUST 9/15/05
[redacted]

VAZQUEZ-JIMENEZ JO JESUS & MACIAS-AVINA LORENA
[redacted]

VIAL JOHN M TR & DEBORAH L TR
[redacted]

VLEREBOME NICOLE LAKO
[redacted]

WAGES JAIMIE L & TODAK JACQUELINE & RODEN LOWE JOS
[redacted]

WAGNER JONATHON
[redacted]

WAGNER RONALD J & KAREN D
[redacted]

WALCHLI PAUL
[redacted]

WALTERS MARK & REBECCA
[redacted]

WANG STEVE & DAI VINHQUAN
[redacted]

WANTZ TRACI & GLENN ALAN
[redacted]

WANZER MICHAEL A
[redacted]

WARD ROBERT G & ANNA L
[redacted]

WASNER TIARA NICOLE & MEYER NICHOLAS CRAIG
[redacted]

WEARE PATRICIA L TR & P L 2003 LIV REV TRUST
[redacted]

WEIS JAMES A TR & GRACE G TR
[redacted]

WHALLON RALPH & JOANNE F
[redacted]

WHITEHEAD JAMES & MCGUIRE LESLIE
[redacted]

WILDER MICHAEL L & GERKEN JENNIFER L
[redacted]

WILLFORD MICHAEL S TR & CAROLYN E TR
[redacted]

WILLIAMS GEORGE & MARIANNE
[redacted]

WILSON GEOFFREY A SURV TR & FAM REV TRUST 10/29/12
[redacted]

WILSON VETA M RAY
[redacted]

WINTON BARRY W
[redacted]

WITT SHANNON K TR
[redacted]

WONG ADRIAN TR
[redacted]

WONG GERALD C
[redacted]

WONG J & M FAM TRUST 7/11/2003
[redacted]

WONG STANLEY SHUN LUNG & ADA K C
[redacted]

WOOD KENNETH R
[redacted]

WOOD RICHARD BRADY JR
[redacted]

WRIGHT ALFRED LESLIE & KARIN L TR
[redacted]

XU AMY XIUZEHN TR
[redacted]

YAGI MICHAEL A
[redacted]

YAMAOKA DONALD M TR & WANG YAMAOKA RITA L TR
[redacted]

YASSINE JERAH JEAN SUCC TR
[redacted]

YATES JENNIFER T
[redacted]

YEATES MARICA MARY TR & M M FAM REV TRUST
[redacted]

ZANG ANGELFIRE
[redacted]

ZANOVITCH WILLIAM & COLLEEN
[redacted]

ZARATE FEDERICO RAMOS & DIAZ RAQUEL RAMOS
[redacted]

ZEPEDA ISAAC & MARTINEZ MARCELA
[redacted]

ZHAO JIANZHOU JASON & QI SONGYUN DIANA
[redacted]

ZYWICIEL ROBERT
[redacted]

NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on March 26, 2024 at 5:30 p.m., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

- ***A Resolution adopting an amendment to the General Plan LU-1, Land Use Diagram, 2) An Ordinance pre-zoning 90 parcels located within the City Sphere of Influence in El Dorado County for subsequent annexation of such properties, and amending the City Code Title 6, Chapter 6.55, Article II, and 3) A Resolution initiating proceedings for the annexation of such properties***

Summary: The City of South Lake Tahoe is proposing to annex lands located in the Truckee Meadow in order to provide more efficient public services. Currently, municipal services to the annexation area are provided by El Dorado County and Lake Valley Fire Protection District even though the annexation area is adjacent to the City of South Lake Tahoe and accessed only through City streets. After annexation, the City would provide all core municipal services including street maintenance, snow removal, police, fire protection, and emergency response. There is no development project being proposed with this annexation. The pre-zoning process is a required part of the annexation process. The City's proposed pre-zoning is intended to keep the zoning and allowed uses as similar as possible to the existing County zoning.

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150

The City Council agenda and related staff reports are available at least 72 hours in advance of regular meetings on the City's website https://cityofslt.us/84/Watch-City-CouncilCommission-Meetings or by contacting the City Clerk at (530) 542-6005

Published: March 15, 2024

ATTACHMENT 06

Resolution 2023-016

Adopted by the City of South Lake Tahoe Planning Commission

November 16, 2023

RECOMMENDING THE PRE-ZONING OF 90 PARCELS LOCATED IN THE UPPER TRUCKEE MARSH AREA AND APPROVAL OF AN AMENDMENT TO CITY CODE TITLE 6, CHAPTER 6.55, ARTICLE II, SECTION 6.55.120 AND AN AMENDMENT TO GENERAL PLAN LU-1 IN CONJUNCTION WITH A SUBSEQUENT ANNEXATION OF SUCH PROPERTIES INTO THE CITY, AND MAKING CERTAIN FINDINGS IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

BACKGROUND

A. On June 6, 2023, the City Council conducted a public hearing to discuss five annexation scenarios and provide direction to staff. The City Council passed a motion to pursue the "Cleanup Annexation Scenario," which encompasses the Tahoe Valley Campground and parcels located in the Upper Truckee Marsh adjacent to the City's jurisdictional boundary.

B. The City intends to file an Application to Initiate Proceedings for Reorganization with the Local Agency Formation Commission (LAFCO) for El Dorado County. As part of these proceedings, the City of South Lake Tahoe intends to request that LAFCO process a reorganization such that approximately 411.8 acres of territory currently within the unincorporated El Dorado County area would be annexed to the City of South Lake Tahoe.

C. The 90 parcels to be annexed to the City of South Lake Tahoe are comprised of private and public parcels, which the Tahoe Regional Planning Agency zoned as either Conservation, Residential, Recreation, or Mixed-Use.

D. As part of the LAFCO proceedings, LAFCO requires each participating jurisdiction to pre-zone the respective properties be annexed, consistent with the City adopted General Plan, and as such, the City of South Lake Tahoe intends to pre-zone the properties.

E. The City of South Lake Tahoe intends to pre-zone the property as currently zoned by TRPA and is not proposing any changes to the applicable regulating documents.

F. The City of South Lake Tahoe is a decision-making body for the Reorganization described herein and as such, is acting as a responsible agency under CEQA.

G. On November 3, 2023, a Notice of Public Hearing was mailed to property owners within the annexation area and to all affected property owners within 300 feet of the

subject properties on November 3, 2023. A public notice was also published in the Tahoe Daily Tribune on November 3, 2023.

H. On November 16, 2023, the City of South Lake Tahoe Planning Commission conducted a duly noticed public hearing, at which time City staff presented its report, and interested persons had an opportunity to testify on the proposed Project.

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

1. Finds the findings set forth in the Background Section of this Resolution are true and correct, are incorporated into this Resolution by reference and constitute a material part of this Resolution.

2. Finds the proposed pre-zone, City Code amendment, and General Plan amendment will not have an effect on the environment because the City is proposing to pre-zone the annexation area as it is currently zoned by TPRA. No changes are proposed to the applicable land use designations, planning policies, special policies, permissible use lists, or existing density standards. The development potential does not change, and any potential development would be subject to the existing regulations.

3. Finds the proposed action is exempt from CEQA pursuant to Section 15061(b)(3) that states the General Plan Amendment is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

4. Finds the pre-zoning of the properties and the General Plan Amendment is consistent with the City of South Lake Tahoe General Plan because the City's current Sphere of Influence boundary includes the affected properties. The associated City Code and General Plan amendments establishes the existing TRPA designated land uses and plan area statements for the annexation area, which is consistent with the land use designations applicable to the immediate surrounding properties.

5. Recommends pre-zoning the annexation area as Conservation, Recreation, Residential, and Mixed-Use, and amends the City Zoning Map as shown in map attached as Exhibit 1 and incorporated herein by this reference.

6. Recommends amending South Lake Tahoe City Code Title 6, Chapter 6.55, Article II, Section 6.55.120 as shown in attached Exhibit 2 and incorporated herein by this reference.

7. Recommends amending South Lake Tahoe General Plan LU-1, Land Use Diagram as shown in the map attached at Exhibit 3 and incorporated herein by this reference.

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//

Adopted by the City of South Lake Tahoe Planning Commission at a meeting on November 16, 2023, by the following vote:

Yes: Wieczorek, Roberts, Howard
Absent (recused): Feiger

Natalia Wieczorek (Nov 21, 2023 11:35 PST)

Natalia Wieczorek, Chair

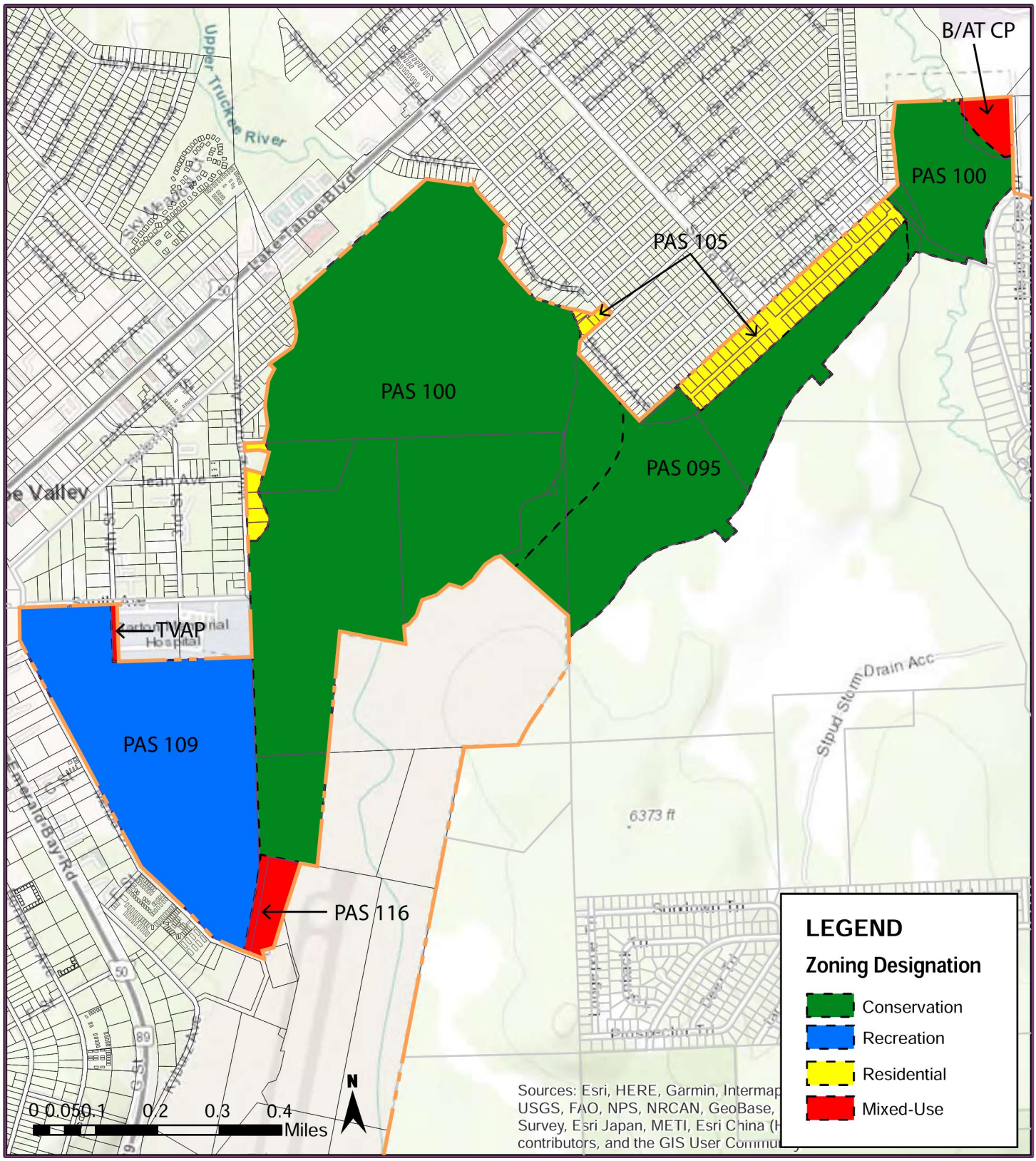
Date: Nov 21, 2023

Attest:

Sue Blankenship (Nov 21, 2023 11:21 PST)

Susan Blankenship, Elected City Clerk

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



CITY OF SOUTH LAKE TAHOE

Exhibit 1
Zoning Designation

Exhibit 2

New proposed language is **bolded** and **double underlined**, deleted language is ~~struck through~~.

Article II. Plan Area Maps and Statements

6.55.110 Permissible uses.

For the purpose of this chapter, the city shall adopt by reference the permissible uses contained within the TRPA Code of Ordinances, Chapter 21. (Ord. 902; Ord. 1060 § 1 (Exh. A); Ord. 1152 § 3. Code 1997 § 32-10)

6.55.120 Plan area statements.

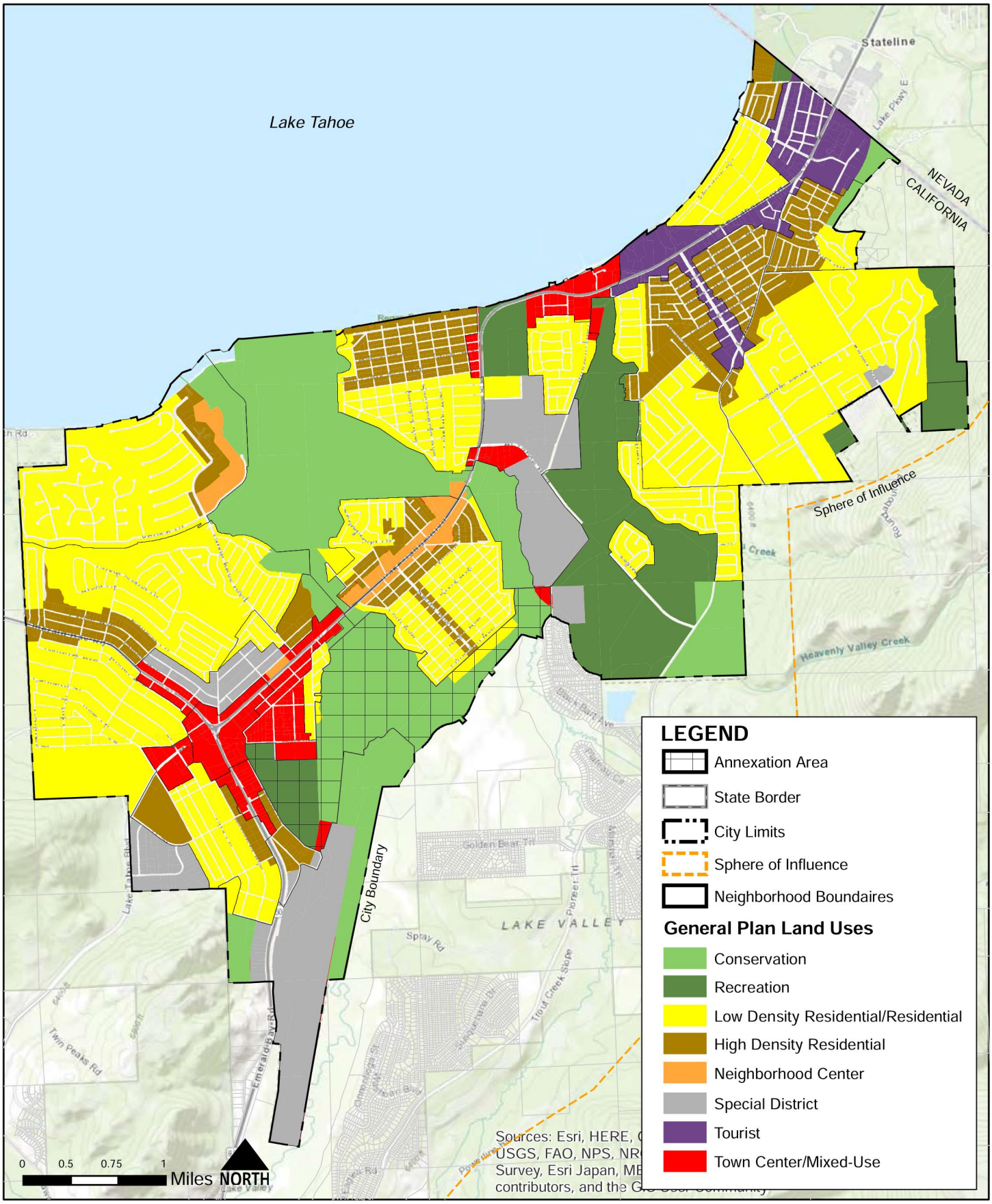
The following are the city plan area maps and statements:

085	Lakeview Heights
088	Tahoe Village
089	Lakeside Park
089A	Replaced by the ~~Stateline/Ski Run Community Plan~~ **Tourist Core Area Plan**
089B	Replaced by the S~~tateline/Ski Run Community Plan~~ **Tourist Core Area Plan**
090	Tahoe Meadows
091	Replaced by the ~~Stateline/Ski Run Community Plan~~ **Tourist Core Area Plan**
092	Pioneer/Ski Run
093	Bijou
094	Glenwood
095	**Trout/Cold Creek**
096	Pioneer Village
097	Bijou Pines
098	Replaced by the Bijou/Al Tahoe Community Plan
099	Al Tahoe
100	Truckee Marsh
101	Bijou Meadow
102	Tahoe Keys

103	Sierra Tract-Commercial
104	Highland Woods
105	Sierra Tract
108	Winnemucca
109	Tahoe Valley Campground
110	~~South "Y".~~ **Replaced by the Tahoe Valley Area Plan**
111	Tahoe Island
112	Gardner Mountain
113	Industrial Tract
114	Bonanza
116	Airport

(Ord. 902; Ord. 1152 § 3. Code 1997 § 32-11)

Exhibit 3



CITY OF SOUTH LAKE TAHOE

South Lake Tahoe
General Plan Update

Figure LU-1
Land Use Diagram

Resolution 2023-016_Adoption of General Plan and City Code Amendments and Pre Zoning

Final Audit Report 2023-11-21

Created:	2023-11-21
By:	Yvette Miranda (ymiranda@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQH9fhZ1IleQlwyVQyptCcGwA_Vwi-RsQ

"Resolution 2023-016_Adoption of General Plan and City Code Amendments and Pre Zoning" History

Document created by Yvette Miranda (ymiranda@cityofslt.us)
2023-11-21 - 4:22:09 PM GMT

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-11-21 - 4:22:47 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-11-21 - 7:21:16 PM GMT

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-11-21 - 7:21:33 PM GMT - Time Source: server

Document emailed to nwieczorek@cityofslt.us for signature
2023-11-21 - 7:21:37 PM GMT

Email viewed by nwieczorek@cityofslt.us
2023-11-21 - 7:34:51 PM GMT

Signer nwieczorek@cityofslt.us entered name at signing as Natalia Wieczorek
2023-11-21 - 7:35:11 PM GMT

Document e-signed by Natalia Wieczorek (nwieczorek@cityofslt.us)
Signature Date: 2023-11-21 - 7:35:13 PM GMT - Time Source: server

Agreement completed.
2023-11-21 - 7:35:13 PM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:9

Agenda Item:

Ratification of Amendment No. 1 to the Agreement with BPR Consulting for Building Permit Reviews for the Multi-Generational and Aquatic Center Project

Executive Summary: Additional services are required to complete the plan checking and deferred submittal process with our third-party consultant (BPR Consulting Group). This amendment will not require additional budget appropriation as we plan to utilize savings from our specialty inspection line item.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Ratification of Amendment No. 1 to Agreement with BPR Consulting Group extending the term until June 30, 2026, and adding $60,000 for a total amount not to exceed $102,800 to complete the plan check and deferred submittal process.

Responsible Staff Member: Ricky Riddle, Construction & Facilities Program Manager and Jeremy Harrison, Building Official

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

Attachments:

01-Staff Report - Amendment No. 1 to BPR Agreement.docx
02-Ratification of Amendment No. 1 to Agreement with BPR.pdf
03-C-045-2022 BPR Consulting.pdf

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

Meeting Date: April 23, 2024

Title: Ratification of Amendment No.1 the Agreement with BPR Consulting for Building Permit Reviews for the Multi-Generational Recreational and Aquatic Center Project

Location: Multi-Generational Recreation & Aquatics Center 1100 Rufus Allen Blvd.

Responsible Staff Member: Ricky Riddle, Construction and Facilities Program Manager and Jeremy Harrison, Building Official

Background: The City has procured the services of BPR Consulting services for the plan check review and approval in accordance with City's building department and all applicable building codes. The original proposal and contract between CSLT and BPR included Initial Plan Review & Comments, Second iteration review and comments, third iteration review and comments, as well as final plan review and approvals. In addition to these lump sum contract items listed above, the initial contract also included a project contingency for deferred submittals that are billed against at an hourly rate. The contract, executed on April 5, 2022, had a term of one year.

Issue and Discussion: In review of the overall budget and remaining items, it has been identified that city has utilized the original contingency line item with necessary plan changes and resubmissions that have occurred during the final permit set process.

The original contract schedule of values is as follows:

1. Initial Plan Review and Comments - $21,800
2. Second Iteration Plan Review and Comments - $8,600
3. Third Iteration Plan Review and Comments - $3,800
4. Final Plan Review, Approvals – $2,400
5. Deferred Submittals (also used as a contingency) - $6,200

Currently, there is $3,973.75 in remaining budget for this contract. Staff is recommending a ratification of a contract amendment to extend the term to June 30, 2026, and ensure adequate resources available, expeditious plan review, during the construction phase of the project. Each plan change, ranging from a single item/sheet to multiple plan sheets and facets of design teams will require building department submissions and review for approval prior to implementation in the field by our general contractor. There are also deferred submittals in which our general contractor will be working with their vendors/subcontractors to provide design/engineering characteristics that will require building department approval and incorporation into the permitted design set of plans & specifications. Given the size and complexity of this project, the building department staff does not have the resources to review these potential changes and submittals

in a timeline required with our construction schedule.

The recommended contract amendment would expand BPR's scope of services to include the following:

1. Plan review of requests for information (RFIs), deferred submittals, change orders and other construction phase revisions. This includes preparation of a plan review letters identifying specific code deficiencies along with the specific code section in conflict.

2. Upon resolution of plan review comments, we will stamp the documents per the California Building Code (CBC) confirming our recommendation for approval of all reviewed construction documents.

3. Teleconferencing and/or meetings with the design team to resolve plan review issues.

4. Provide technical consultation regarding code compliance in support of field inspection services.

5. Provide site observations in support of field inspection services.

Financial Implications: Contract amendment total proposed is $60,000 added to BPR's original base contract of $42,800 for a total contract value of $102,800. The services will be provided on a time and materials basis.

Additional funding allocation will not be required to execute this contract amendment. On August 8, 2023, the city appropriated $650,000 for the Special Inspection Services. The actual contract for these services was $330,445.49. Therefore, an additional $319,554.51 is available in the budgetary allocation of this project.

Environmental Considerations: On January 18, 2022, City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreation and Aquatics Center (State Clearinghouse file #2021120206). This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines section 15162.

Policy Implications:

The Project is consistent with the following Strategic Plan, General Plan, Community Plan and Recreation Plan documents:

Strategic Plan 1.2 – Mid-town Revitalization - Action Item

1. Complete the new Recreation and Swim Complex and in the meantime, maintain the current complex for resident use.

General Plan Policy LU-3.2: Neighborhood and Recreation Connectivity. The City shall improve connections and access to a wide range of recreational opportunities, which will improve the quality of life of residents and visitors.

General Plan Policy LU-8.1: Mountain Architectural Theme. The City shall promote the use of a “mountain” architectural theme in all new and remodeled developments. Mountain architecture features the use of pitched roofs, natural colors, and natural material such as rock and wood.

General Plan Policy LU-8.2: Native Plant Use. The City shall require the most environmentally efficient and attractive landscaping at all City-owned public buildings and encourage their use and maintenance on private property.

General Plan Policy LU-9.1: Sustainable Construction Methods. The City shall promote the use of “green” and sustainable construction in new housing units, commercial developments, and mixed-use centers.

General Plan Policy LU-11.3: Equitable Distribution of New Public Facilities and Services. The City shall plan for the equitable distribution and use of new and upgraded public facilities and services that increase and enhance the entire community’s quality of life.

General Plan Policy LU-11.4: Quality of Life for all Age Groups. The City shall develop a strategy to provide amenities and facilities that support a high quality of life for all age groups.

General Plan Policy ED-1.10: Expanding Events and Entertainment Opportunities. The City shall encourage the sponsors of sporting events, festivals, parades, international competitions, and entertainment shows to hold events at public (e.g., Parks and Recreation facilities, roads, or public lands) and private facilities in South Lake Tahoe, particularly during off-season (Spring and Fall). The City shall also participate in community organizations specifically formed for this purpose (e.g., Sports Commission).

General Plan Policy PQP-8.4: Coordination with Utility Providers. The City shall coordinate with gas and electricity service providers to site and design gas and electric systems to minimize environmental, aesthetic, and safety impacts to existing and future residents.

General Plan Policy PQP-10.1: Social Activity Centers. The City shall design new community centers and other types of public facilities as social activity centers.

General Plan Policy PQP-10.2: Energy Efficiency in City Buildings and Facilities. The City shall incorporate energy efficiency standards into all City-owned.

Ratification of Amendment No. 1 to Professional Services Agreement (C-045-2022)
with BBR Consulting Group

The Professional Services Agreement entered into on April 5th, 2022, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **BPR Consulting Group,** ("CONSULTANT") is hereby amended effective as of April 5, 2023, as set forth below.

WHEREAS, on April 5, 2022, the City and Consultant entered into a Professional Services Agreement with BPR Consulting Group to perform plan review services for the Multigenerational Recreation and Swim Complex, for an amount not to exceed $42,800 and for a term of one year; and

WHEREAS, the City desires to amend the Professional Services Agreement to add to the scope of work so that Consultant can continue to provide plan review services including plan review of requests for information from the construction contractor, change orders, and other construction plan revision, ratifying extension of the contract term for an additional three years and three months, until June 30, 2026, and for an additional compensation not to exceed $60,000;

NOW, THEREFORE, the parties agree to amend the Professional Services Agreement as follows.

Section 1 of the Professional Services Agreement is hereby amended to add the following:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated April 5th, 2022, this Amendment to Agreement C-045-2022 adds the work described within the letter amendment proposal from BPR Consulting Group, dated March 13, 2024, **Exhibit D** attached hereto and incorporated herein by reference.

Sections 2 and 3 of the Professional Services Agreement are hereby amended to read as follows:

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than June 30, 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by June 30, 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 1** by the sum of **$60,000.00** as described within **Exhibit D** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$42,800.00** plus the additional fee of **$60,000.00** for an amended total fee of **$102,800.00** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

CITY OF SOUTH LAKE TAHOE

By: _____
Cody Bass, Mayor

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

CONSULTANT

By: _____
Bill Rodgers, Principal-in-Charge
BPR Consulting Group
Business License # 012243

ATTEST:

_____
Susan Blankenship, City Clerk

March 13, 2024

Mr. Ricky Riddle, Construction Manager/Facilities Program Manager
City of South Lake Tahoe
Via e-mail: rriddle@cityofslt.us

Re: Proposal to Provide Construction Phase Services
City of South Lake Tahoe Recreation and Aquatic Center

Dear Mr. Riddle,

Thank you for providing **BPR Consulting Group** with the opportunity to present our proposal to provide construction phase services for the subject project. Our proposal is based upon the request for BPR to provide construction phase plan review and technical consultation services for the above-noted project. For this assignment, we propose Bill Rodgers, SE, to serve as the project manager for construction phase plan review services. Bill has extensive recent experience performing and managing plan review services on behalf of the City of South Lake Tahoe

Project Description:
We understand the subject project is a 63,000 s.f. capital improvement project which includes an indoor pool, natatorium, gymnasium, kitchen, locker rooms, fitness spaces, assembly space, administration offices and other supporting spaces.

Scope-of-Work:
BPR Consulting Group will provide construction phase plan review services to verify compliance with the applicable provisions of the California Building Standards Code (Title 24) for the project's Architectural, Mechanical, Plumbing, Electrical and Structural systems. We will also be available to answer questions from the project's inspection team, Project Manager, Architects and Engineers regarding code application to the design via virtual meetings, phone or email as necessary. Submitted documents will be reviewed for compliance with the applicable provisions of the California Building Standards Code as amended by the City of South Lake Tahoe.

Scope-of-Services:

The scope-of-services provided by BPR Consulting Group will consist of the following:

1. Plan review of requests for information (RFIs), deferred submittals, change orders and other construction phase revisions. This includes preparation of a plan review letters identifying specific code deficiencies along with the specific code section in conflict.
2. Upon resolution of plan review comments, we will stamp the documents per the CBC confirming our recommendation for approval of all reviewed construction documents.
3. Teleconferencing and/or meetings with the design team to resolve plan review issues.
4. Provide technical consultation regarding code compliance in support of field inspection services.
5. Provide site observations in support of field inspection services.

Exclusions:

The following services are specifically excluded from this proposal:

1. Preparing or altering contract documents including calculations, drawings and specifications used for competitive bidding, permit acquisition and/or construction.
2. Establishing testing and inspection criteria for structural materials and workmanship.
3. Special, periodic or continuous inspection of construction.
4. Field investigation of existing buildings, structures or site features including surveys of existing construction or topography on or adjacent to the site.
5. Review of contractor's construction related equipment, methods or means.
6. Review of elements outside the project site.
7. Review of changes or revisions to the plans after plans are recommended for approval by BPR Consulting Group.
8. Printing of plans or other documents from electronic media.

Schedule:

Our plan reviews of RFI's, deferred submittals, change orders and other revisions will be performed within **ten (10) business days** after receipt of complete project documents. Any necessary back-check reviews will be completed within **five (5) business days** after receipt. BPR Consulting Group's staff will be available for teleconference meetings with the project design team as necessary to resolve all plan review-related issues.

Upon request and depending on staff availability, we will shorten these review periods as necessary to ensure we stay apace with construction.

Compensation:

Our construction phase services as identified in this proposal will be billed on an hourly basis utilizing the hourly billing rates displayed on the following page and **will not exceed $60,000** without prior written authorization. All miscellaneous and incidental costs associated with providing the identified plan review services are included.

Hourly Billing Rates:

Personnel Descriptions	Hourly Billing Rates
Building Official	$135
Senior Plan Review Engineer/Architect	140
Plan Review Engineer/Architect	125
Senior Plans Examiner / CASp Plan Examiner	105
Plans Examiner	100
Permit Technician	70
Clerical Support	60

Staff:

William T. (Bill) Rodgers, SE will be assigned to this project as a **Senior Plan Review Engineer**. Bill has over thirty five years of experience in the building safety industry and in the field of structural engineering, including design and review experience throughout California and Nevada on a very diverse array of projects.

Acceptance:

If the terms of this proposal are acceptable, we will work with the City to establish a work order for our services.

We appreciate the opportunity to provide this proposal and we look forward to working with your team on this project. Please do not hesitate to call if you have any questions regarding our proposal.

Sincerely,

BPR CONSULTING GROUP

Bill Rodgers, SE
Principal
916. 662.0665
brodgers@bpr-grp.com

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **5th** day of **April 2022** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **BPR Consulting Group** ("Consultant").

RECITALS

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

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

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

AGREEMENT

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

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

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

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 1year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$48,200** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

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

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

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

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

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

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

8. Consultant's Books and Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of Consultant's performance of this Agreement or caused in any way by Consultant's negligence or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

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

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

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

Provide a copy to:
City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:
BPR Consulting Group ATTN: Bill Rodgers
2201 Francisco Drive, Suite 140-658
El Dorado Hills, CA 95762
916-562-3600
brodgersa@bpr-grp.com

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be

permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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

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

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

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

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

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

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

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

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the

language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

CITY OF SOUTH LAKE TAHOE:

By Devin Middlebrook (Apr 8, 2022 12:41 PDT)

Devin Middlebrook, Mayor

Date Apr 8, 2022

CONSULTANT:

By Bill Rodgers (Apr 15, 2022 11:13 PDT)

Bill Rodgers, Principal-in-Charge

Date Apr 15, 2022

Business License # 012243

APPROVED AS TO FORM:

By Heather Stroud (Apr 7, 2022 13:44 PDT)

City Attorney

Date Apr 7, 2022

ATTEST:

By Sue Blankenship (Apr 7, 2022 09:06 PDT)

City Clerk

Date Apr 7, 2022

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK / IMPLEMENTATION

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

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

Plan Review and Permitting Services

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

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

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

BPR's staff understands the importance of providing quick, efficient, and consistent plan review services to enable building projects to start construction as quickly as possible which is critical for the economic impact

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

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

Technical Plans Examination Capabilities



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

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

Architectural

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

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

Structural

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

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

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

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

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

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

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

Mechanical, Plumbing & Electrical

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

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

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

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

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

Energy Compliance

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

Green Building Standards

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

Access Compliance & CASp Review

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

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

Fire Code Plan Reviews

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

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

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

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

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

Electronic Plan Review



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

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

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

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

Plan Review Completion Timeframes

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

Communicating Plan Review Results

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

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

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

Code Interpretations

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

Customer Service | Responsiveness

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

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

Permit Technician Services

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

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

PROJECT BUDGET

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

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

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

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

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

Proposed Hourly Rates for Personnel

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

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

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

Shipping: There is no charge for shipping.

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

Penalty for Delinquent Plan Reviews

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

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

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

TASK SCHEDULE

COST PROPOSAL					
RECREATION & SWIM COMPLEX PRELIMINARY DESIGN CONCEPTS					
TASK SCHEDULE					
Item No.	**Item Description**	**Unit**	**Qty.**	**Unit Price**	**Amount**
1	Initial Plan Review and Comments	LS	1		$21,800.00
2	Second Iteration Plan Review and Comments	LS	1		$8,600.00
3	Third Iteration Plan Review and Comments (If required)	LS	1		$3,800.00
4	Final Plan Review, Approvals	LS	1		$2,400.00
5	Deferred Submittals	LS	1		$6,200.00
PROJECT COST PROPOSAL (Task 1 through 5)					**$ 42,800.00**

Timeline is defined in Exhibit A.

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

Consultant:
Name, Title

By: Bill Rodgers
Bill Rodgers (Apr 15, 2022 11:13 PDT)

Bill Rodgers, Principal-in-Charge

C-045-2022 BPR Consulting

Final Audit Report 2022-04-15

Created:	2022-04-07
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU2NmfxPaqSuqnJ3DqYWsc-0mFRiHIIdU

"C-045-2022 BPR Consulting" History

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2022-04-07 - 3:58:44 PM GMT

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Adobe Acrobat Sign

Email sent to brodgersa@bpr-grp.com bounced and could not be delivered
2022-04-08 - 7:41:40 PM GMT

jo Mcdonough (jmcdonough@cityofslt.us) replaced signer brodgersa@bpr-grp.com with Bill Rodgers (brodgers@bpr-grp.com)
2022-04-12 - 3:11:28 PM GMT- IP address: 128.92.136.146

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Signature Date: 2022-04-15 - 6:13:37 PM GMT - Time Source: server- IP address: 98.252.117.220

Agreement completed.
2022-04-15 - 6:13:37 PM GMT

Adobe Acrobat Sign

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 16, 2021

City of South Lake Tahoe
1901 LISA MALOFF WAY
SOUTH LAKE TAHOE CA 96150-7167

Account Information:

Policy Holder Details :	BPR Consulting Group LLC

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (888) 925-3137
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2021

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 SUBROGATIONIS 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:	
NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (888) 925-3137	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
BPR Consulting Group LLC 2201 FRANCISCO DR STE 140-658 EL DORADO HILLS CA 95762-3741	INSURER A : Sentinel Insurance Company Ltd.	11000
	INSURER B : Twin City Fire Insurance Company	29459
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X	X	76 SBU BH4644	07/01/2021	07/01/2022	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS SCHEDULED AUTOS [X] NON-OWNED AUTOS			76 SBU BH4644	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B	**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		76 WEG AM1ND3	07/01/2021	07/01/2022	[X] 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)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
City of South Lake Tahoe 1901 LISA MALOFF WAY SOUTH LAKE TAHOE CA 96150-7167	**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** Susan L. Castaneda

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AGENCY CUSTOMER ID: _____

LOC# : _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
NUTMEG INS AGENCY INC/PHS	BPR CONSULTING GROUP LLC 2201 FRANCISCO DR STE 140-658 EL DORADO HILLS CA 95762-3741
POLICY NUMBER SEE ACORD 25	
CARRIER: SEE ACORD 25 / NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of South Lake Tahoe, its elected or appointed officers, officials, employees, agents and volunteers , but only as required by a valid written contract, agreement, or permit is an additional insured as provided by the Blanket Additional Insured By Contract, Form SS0008 attached to the policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #: 10

Agenda Item: Drainage Easement Acquisition at 3740 Blackwood Road for the Upper Bijou Park Creek Watershed Restoration Project

Executive Summary: The Upper Bijou Park Creek Watershed Restoration Project is a watershed-scale project seeking to address water quality and flooding issues in a phased approach in order 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 drain infrastructure with new storm water treatment basins and conveyance system integrated in the Whole Foods/Southwest Corner redevelopment project. The City is currently in Phase 2 of the project, focused on the large upper watershed area that is subject to historic flooding, development impacts in SEZ areas, and water quality issues. On September 26, 2023, the City Council authorized in closed session to negotiate the purchase of a drainage easement on 3740 Blackwood Road to support land acquisition needed to construct Phase 2 of the project, specifically the Rockwood to Blackwood Drainage Improvements and downstream SEZ Enhancement. This request action to authorize acquisition of a drainage easement at 3740 Blackwood Drive (APN 025-021-077) for a total amount of $117,780 will enable construction of a grant funded drainage and water quality improvement project replacing failing and inadequate pipes beneath the Heavenly Valley Estates Mobile Home Park and installing absent infrastructure along a segment of Blackwood Drive from Spruce Avenue to Pioneer Trail.

Requested Action / Suggested Motions: Pass a Resolution authorizing and directing the Mayor to execute the Purchase Agreement with Heavenly Estates MHC LLC for a Drainage Easement Acquisition at 3740 Blackwood Road for a total amount of $117,780, for the Upper Bijou Park Creek Watershed 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-BUPC Acquisition.docx
02-Resolution-Purchase Agreement.docx
03-Purchase Agreement Heavenly Estates (Attachment to Reso).pdf
04-Grant Easement.pdf
05-Res 2022-066 Lake Tahoe Restoration Act Funding.pdf

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

Meeting Date: April 23, 2024

Title: Authorization of Drainage Easement Acquisition of 3740 Blackwood Road for the Upper Bijou Park Creek Watershed Restoration Project

Location: 3740 Blackwood Road (APN 025-021-077)

Responsible Staff Member: Jason Burke, Complete Streets Program Manager (530) 542-6038; Brianna Greenlaw, Associate Civil Engineer (530) 542-6042

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 in order 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 drain pipe with new stormwater treatment basins and conveyance system integrated in the new Wholefoods/Southwest Corner redevelopment project. The City is currently in Phase 2 of the project, focused on the large upper watershed area that is 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 focused on the Bijou Community School and phase 1c of the Dennis Machida Memorial Greenway Trail, and include distributed natural treatment systems to reduce sediment and nutrients loads in urban runoff that has the potential to impact Lake Tahoe.

On September 26, 2023, the City Council authorized in closed session to negotiate the purchase of a drainage easement on 3740 Blackwood Road to support land acquisition needed to construct the Project, specifically the Rockwood to Blackwood Drainage Improvements and downstream SEZ Enhancement.

	
Flooding at Heavenly Valley Mobile Home Park and Rockwood Drive that would be mitigated by drainage improvement project.	*Flooding along Blackwood Road that would be mitigated by the drainage improvement project.*

	
Flooding along Blackwood Road that would be mitigated by the drainage improvement project.	*Flooding along Blackwood Road that would be mitigated by project.*

Issue and Discussion:

The City's subconsultant, Interwest Consulting Group, is providing property acquisition services to the City for the purchase of the properties needed for the construction of the Project. Interwest is providing the City with a licensed realty agent, authorized to conduct property acquisition negotiations, and provide documents needed for property acquisitions. Approval of this acquisition will allow the City to move forward with construction of project elements currently funded by the U.S. Forest Service through Lake Tahoe Restoration Act (LTRA) grant funding previously secured in Resolution 2021-046 and 2022-066 for a total of approximately $1.4 M in construction funding.

This request action to authorize acquisition of a drainage easement at 3740 Blackwood Drive (APN 025-021-077) for a total amount of $117,780 will enable construction of a critical new storm drain pipe to replace failing and inadequate pipes beneath the Heavenly Valley Mobile Home Park and install absent infrastructure along a segment of Blackwood Drive from Spruce Avenue to Pioneer Trail, as shown in the photos. Included with this item is an Agreement for Acquisition of Real Property prepared by the acquisition consultants and signed by the property owner and Grant of Permanent Stormwater Drainage Easement.

Financial Implications:

The funds to purchase the property are available within the funds appropriated by Resolution No. 2022-066, submittal of a grant amendment that allows the City's match funding under the grant agreement to be used for required acquisitions. This acquisition is critical to move forward with utilizing the $1.4M U.S. Forest Service LTRA grant fund for implementation.

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). The proposed improvements on this parcel were considered as a part of the adopted CEQA documents as a preferred alternative.

Policy Implications:

This acquisition will support the implementation and construction of a grant funded drainage and water quality improvement project to address the consistent flooding and water quality issues that impact residents of the Heavenly Valley Mobile Home Park where tributaries to Bijou Park Creek have been impacted by urban development in the area of Woodbine Avenue, Rockwood Drive and Blackwood Road. The existing drainage system is antiquated, inadequate and failing, and this project will provide improved drainage and water quality infrastructure to address drainage and water quality issues identified in the Drainage Master Plan and Pollutant Load Reduction Plan. The area was developed without adequate drainage systems or easements to provide drainage improvements.

Implementation of this grant funded project advances the 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 the City of South Lake Tahoe
City Council

April 23, 2024

Authorizing the Purchase Agreement for the Drainage Easement Acquisition of 3740 Blackwood Road for the Upper Bijou Park Creek Watershed Restoration Project

BACKGROUND

A. Acquisition of a drainage easement through 3740 Blackwood Road is critical for the implementation of the Upper Bijou Park Creek Watershed Restoration drainage improvements funded by the U.S. Forest Service - Lake Tahoe Restoration Act grant and associated amendment accepted by the City in Resolutions 2021-046 and 2022-066 for construction and design.

B. The City has negotiated a Purchase Agreement with the Property Owners for the purchase in fee of a drainage easement totaling 11,848 square feet for $117,780 (APN 025-021-077).

C. On June 7, 2022, City Council approved Resolution No. 2022-066, submittal of a grant amendment that allows the City's match funding (301-40051) under the grant agreement to be used for required acquisitions.

D. The drainage easement to be purchased will allow for the installation of an essential component of the new storm drain system to improve drainage upstream of Blackwood Road at Woodbine Road and Rockwood Road, through the Heavenly Valley Estates Mobile Home Park, and along Blackwood Road as a part of the larger Upper Bijou Park Creek Watershed Restoration Project.

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

1. Authorizes and Directs the Mayor to execute the Purchase Agreement, attached hereto, to acquire in fee the drainage easement through 3740 Blackwood Road (APN 025-021-077) property as described within the Purchase Agreement for the price of $117,780 plus closing costs, fees, and taxes that are associated with the property purchase.

2. Authorizes and directs the City Manager to take any further actions necessary to implement the Purchase Agreement.

Adopted by the City of South Lake Tahoe City Council on April 23, 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.

APN: 025-021-077
TITLE REPORT NO: P-608999
PROJECT: Bijou Park Creek Restoration Project
OWNER: Heavenly Estates MHC LLC

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

THIS AGREEMENT FOR ACQUISITION OF REAL PROPERTY ("Agreement") is entered into this ____ day of _____ , 2024 ("Effective Date"), by and between the **CITY OF SOUTH LAKE TAHOE**, a municipal corporation of the State of California, ("City"), and **HEAVENLY ESTATES MHC LLC, a California limited liability company** ("Property Owner"). City and Property Owner may hereinafter be referred to as the "Parties."

RECITALS

A. Property Owner is the owner of the real property located at 3740 Blackwood Road in South Lake Tahoe, California, more commonly known as Assessor's Parcel Number 025-021-077.

B. City desires to acquire Permanent Easement interest in a portion of Subject Property, as described in the attached legal description marked Exhibit "A" and depicted on the attached Plat Map marked as Exhibit "B", which are attached hereto and incorporated herein by reference (the "Subject Property") for the purpose of the Bijou Park Creek Restoration Project (the "Project").

C. On or about October 7, 2022, City sent to Property Owner a notice of City's intent to appraise the Property Interest for the purpose of initiating negotiations to acquire said interests for the Project, and pursuant to such notice, City obtained an appraisal of the Property Interest; and

D. Property Owner and City have agreed to execute this Agreement in lieu of condemnation, and this purchase and sale is directly and expressly under threat of Eminent Domain. In the event that the Parties were not able to reach an agreement for the purchase and sale of the Property Interest at issue in this Agreement, City would have initiated Eminent Domain proceedings to allow it to acquire same in the Subject Property.

NOW, in consideration of the mutual covenants and promises of the Parties, the Parties agree as follows:

1. AGREEMENT TO SELL AND PURCHASE. Property Owner shall sell to City and City shall purchase from Property Owner the Property Interest on all of the terms and conditions in this Agreement.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of: One Hundred Seventeen Thousand Seven Hundred Eighty Dollars ($117,780.00).

3. ESCROW. City agrees to open an escrow in accordance with this Agreement with Placer Title Company (hereinafter referred to as "Escrow Agent"), located in South Lake Tahoe, CA within one (1) week of entering into this Agreement. This Agreement constitutes the joint escrow instructions of City and Property Owner, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Agent. Escrow Agent, to whom these instructions are delivered, is hereby empowered to act under this Agreement. The parties agree to do all acts necessary to close this escrow in the shortest possible time.

Property Owner has executed and handed to City, concurrently with this Agreement a Permanent Easement Deed. As soon as possible after opening of escrow, City will deposit the executed said instrument, with Certificate of Acceptance attached, with Escrow Agent. City agrees to deposit the Purchase Price upon demand of Escrow Agent. City and Property Owner agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

4. ESCROW FEES, CHARGES AND COSTS. City agrees to pay all fees, charges, and costs which arise in this escrow, including title insurance premiums.

5. PERMISSION TO ENTER SUBJECT PROPERTY.

(a) Property Owner grants to City, its agents, employees, and/or contractors permission to enter upon the Subject Property at all reasonable times prior to Close of Escrow for any purposes, including, but not limited to, inspecting the Subject Property, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Subject Property). City shall indemnify and defend Property Owner against and hold Property Owner harmless from all losses, costs, damages, liabilities, and expenses, including, without limitation, reasonable attorney's fees caused by the City's entry onto the Subject Property or any activity thereon by City or its agents, employees, or contractors prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of any acts of Subject Property Owner. Any entry onto the Subject Property by City or its agents, employees, or contractors shall be at reasonable times. The provisions of this Section shall survive the Close of Escrow.

(b) In addition to the provisions of subdivision (a) hereof, City and its agents, employees, or contractors shall have the right, from the Effective Date until the Close of Escrow, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Subject Property. Subject Property Owner agrees to cooperate reasonably with City and its agents, employees, or contractors in the inspection of the Subject Property and agrees to deliver to City all information in Property Owner's possession or control pertaining to the condition of the Subject Property, including engineering and environmental reports, studies, tests, monitoring results, and related

documentation.

6. HAZARDOUS MATERIALS/SUBSTANCE.

(a) As used in this Agreement, "hazardous materials or substance" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any environmental laws as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous materials" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, perchlorate, and methyl tert-butyl ether (MTBE), whether or not defined as a hazardous waste or hazardous substance in the environmental laws.

(b) To the fullest extent allowed by law, Property Owner agrees to unconditionally and fully indemnify, protect, defend (with counsel satisfactory to City), and hold City and its elected and appointed officers, officials, employees, agents, consultants and contractors harmless from and against any and all claims (including without limitation third party claims for personal injury, real or personal property damage, or damages to natural resources), actions, administrative proceedings (including without limitation both formal and informal proceedings), judgments, damages, punitive damages, penalties, fines, costs (including without limitation any and all costs relating to investigation, assessment, analysis or cleanup of the Subject Property), liabilities (including without limitation sums paid in settlements of claims), interest, or losses, including reasonable attorneys' and paralegals' fees and expenses (including without limitation any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise directly or indirectly from or in connection with the violation of environmental laws or the presence, suspected presence, release, or suspected release, of any hazardous materials in, on or under the Subject Property or in or into the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under or within the Subject Property, or any portion thereof, except those Costs that arise solely as a result of actions by City. The indemnification provided in this paragraph shall specifically apply to and include claims or actions brought by or on behalf of employees of Property Owner or any of its predecessors in interest and Property Owner hereby expressly waives any immunity to which Property Owner may otherwise be entitled under any industrial or worker's compensation laws. In the event the City suffers or incurs any Costs, Property Owner shall pay to City the total of all such Costs suffered or incurred by the City upon demand therefore by City. The indemnification provided by this Section shall include, without limitation, all loss or damage sustained by the City due to any hazardous materials: (a) that are present or suspected by a governmental agency having jurisdiction to be present in the Subject Property or in the air, soil, soil gas, groundwater, or surface water at, on, about, above, under, or within the Subject Property (or any portion thereof) or to have emanated

from the Subject Property, or (b) that migrate, flow, percolate, diffuse, or in any way move onto, into, or under the air, soil, soil gas, groundwater, or surface water at, on, about, around, above, under, or within the Subject Property (or any portion thereof) after Effective Date as a result of Property Owner's or its predecessors' activities on the Subject Property. The provisions of this Section shall survive the termination of this Agreement and the Close of Escrow.

7. PRELIMINARY TITLE REPORT AND EXCEPTIONS.

(a) By not later than seven (7) business days following the Effective Date, the City may at its discretion obtain a preliminary Title Report ("Title Report") for the Subject Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting Property Owner's title to the Subject Property.

(b) City may approve or disapprove each exception shown on the Title Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property Interest or that violates any law, rule, or regulation (each an "Exception") within thirty (30) days following the Effective Date. City's failure to object within said time period shall be deemed to be a disapproval of the Exceptions. The Exceptions approved by the City hereunder shall be referred to as the "Approved Exceptions."

(c) If any Exception is disapproved or deemed disapproved (each a "Disapproved Exception"), the City at its discretion may agree in writing to give the Property Owner a specified amount of time to allow the Property Owner to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to City and Escrow Agent all at Property Owner's sole cost and expense. Property Owner authorizes Escrow Agent to disburse from the cash portion of the Purchase Price and proceeds otherwise disbursable to Property Owner upon Close of Escrow the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If Property Owner is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the time period specified by the City, then the City at its sole discretion may terminate this Agreement by giving Property Owner written notice of termination. The City at its sole discretion may choose to waive in writing any Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. If the City terminates this Agreement pursuant to this subsection, then the Parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing party.

(d) It shall be a condition to the Close of Escrow that Escrow Agent shall obtain and deliver to City no later than five (5) business days prior to the Close of Escrow, a title commitment for a CLTA Owner's Title Insurance Policy ("Title Policy") (or at City's election, an ALTA Owner's Title Insurance Policy) in the amount of the Purchase Price for the benefit and protection of City, showing fee simple title to the Property Interest,

vested in City, subject only to the Permitted Exceptions and the standard preprinted exceptions for the form of policy selected by City, including such endorsements as may reasonably be requested by City, and committing the title company to issue the Title Policy to City upon the Close of Escrow.

8. CONVEYANCE OF TITLE TO PROPERTY INTEREST AND WORK TO BE PERFORMED BY THE CITY

At Close of Escrow, Property Owner agrees to convey to City the Property Interest described in Exhibits "A" and "B". Property Owner agrees to convey by Permanent Easement Deed to City marketable fee simple title to the fee area free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes, EXCEPT:

a. Taxes for the fiscal year in which this escrow closes shall be cleared and paid in accordance with Sections 5081 – 5091 and Section 4986 of the Revenue and Taxation Code of the State of California, if unpaid at the Close of Escrow.

b. Covenants, conditions, restrictions and reservations of record contained in the Permanent Easement Deed.

c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

d. Tahoe Regional Planning Agency land coverage, which shall remain with the parcel to be retained by Property Owner (APN 025-021-077).

e. All exceptions which are disclosed by the Title Report which are approved by City in writing.

f. Such other liens, encumbrances, reservations and restrictions as may be approved in writing by City.

In addition to the work the City is performing for the Project in the Permanent Easement Deed, the City will perform the work, at its sole cost and expense as described in Exhibit C, the Special Provisions. Property Owner agrees to cooperate with the City to allow the improvements described therein to be completed along with access to perform such work. Property Owner shall notify any future buyers or assigns of any interest in the property pertaining to the future work.

9. PAYMENT OF MORTGAGE OR DEED OF TRUST. All money payable under this Agreement, up to and including the total amount of unpaid principal and interest on any note secured by a mortgage or deed of trust, and all other amounts due and payable in accordance with the terms and conditions of the mortgage or trust deed shall, on demand with written support, be made payable to the mortgagee or beneficiary. The mortgagee or beneficiary shall furnish City and Property Owner with good and sufficient receipt showing the money credited against the indebtedness secured by the mortgage or deed of trust.

10. NOTICE TO TENANTS. This agreement is expressly made between the City and the Property Owner. The City has not reviewed nor does it have access to any lease or rental agreements, if any, with any of Property Owner's tenants. Property Owner is responsible for any notification to its tenants and for any terms of any lease or rental agreements between Property Owner and its tenants.

11. RELEASE AND PROPERTY OWNER INDEMNIFICATION. Except for instances involving a breach by City of its obligations under this Agreement, Property Owner releases, remises, acquits and forever discharges City, its employees, agents, attorneys and other representatives (collectively "Released Parties") from and against any and all claims, causes of action, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, losses, costs, liabilities and expenses, WHETHER KNOWN OR UNKNOWN, direct or indirect, foreseeable or unforeseeable, by any and all, current and/or future tenants, which concern or in any way relate to the City's acquisition of the Property Interest, including, but not limited to, any and all claims for greater compensation, severance damages, litigation fees, costs, damages, loss of goodwill, real property, furniture, fixtures and equipment, and interest.

Property Owner expressly waives any and all rights Property Owner may have under Section 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

All of the provisions of this Section 11 shall survive the Close of Escrow.

12. LOSS OR DAMAGE. Loss or damage to the Property Interest area or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of Property Owner and the City may elect to terminate this Agreement. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, City may elect to require Property Owner to assign or pay to City the proceeds of any insurance which may become payable to Property Owner, or to permit such proceeds to be used for the restoration of the damage done, if any.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS

Property Owner warrants, represents, and/or covenants to City that:

a) To the best of Property Owner's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Subject Property

or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign, including related to hazardous substances;

b) Until the closing, Property Owner shall maintain the Subject Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Subject Property;

c) Until the Close of Escrow, Property Owner shall not do anything which would impair Property Owner's title to any of the Subject Property;

d) To the best of Property Owner's knowledge, neither the execution of this Agreement nor the performance of the obligations set forth in it will conflict with, or breach, any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Property Owner's property may be bound;

e) Until the Close of Escrow, Property Owner shall, upon learning of any fact or condition which would cause any of the warranties, representations and covenants in this Agreement not to be true, immediately give written notice of such fact or condition to City;

f) Property Owner is not "foreign persons" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and does not have non-foreign status under California Revenue and Taxation Code sections 18692 and 18668;

g) No condition on the Subject Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation;

h) Property Owner shall not permit any liens, encumbrances, or easements to be placed on the Subject Property, other than the Approved Exceptions, nor shall Property Owner enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Subject Property that would be binding on City or the Subject Property after the Close of Escrow without the prior written consent of City.

i) Any information that Property Owner has delivered to City, either directly or through Property Owner's agents, is accurate and Property Owner has disclosed all material facts concerning the operation, development, or condition of the Property.

City warrants, represents and/or covenants to Property Owner that:

a) City is duly organized validly existing, and in good standing under California law;

b) The execution, delivery and performance of this Agreement and any of the other documents executed and delivered on behalf of City have been duly and validly authorized by all necessary action and proceedings;

c) The person executing this Agreement is duly appointed and authorized by City to execute such documents; and,

d) No consent from or notice to any governmental authority, other than the City Council of the City of South Lake Tahoe, or any other person or entity is required to permit City to execute, deliver and perform this Agreement in accordance with its terms.

14. DATE OF POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

15. EMINENT DOMAIN DISMISSAL; FULL AND COMPLETE.
The parties hereto acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Property Owner hereby waives all attorneys' fees, costs, disbursements, and expenses arising out of any potential known or unknown issues relating to condemnation or inverse condemnation of the Subject Property, Property Interest or part thereof.

Property Owner hereby acknowledges that the Purchase Price constitutes the full and complete settlement of any and all claims for compensation or damages against City, by reason of City's acquisition of the Property Interests and any dislocation of Property Owner from same, specifically including, but not limited to, the value of the Property Interest, any and all claims in inverse condemnation and for pre-condemnation damages, severance damages, any and all loss of business goodwill, and any and all other claims that Property Owner may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by City of the Property Interest; provided however, the Purchase Price does not include relocation benefits to which Property Owner may be entitled and which will be separately negotiated between the Property Owner and the City pursuant to state and federal laws.

If, prior to the Close of Escrow, Property Owner is served with a Summons and Complaint in Eminent Domain in which Property Owner are named defendants, upon the Close of Escrow, Property Owner agrees and consents to filing a Disclaimer in said action. Property Owner further agrees and consents to the dismissal of any eminent domain action in the Superior Court in which the descried land is included, if any, and also waive any and all claims to any money that may be on deposit for that action. This Agreement is full consideration for all claims of compensation and/or damage that may have arisen by any

such eminent domain action and/or the Bijou Park Creek Restoration Project, a public use, for which the Property Interest are being purchased.

Property Owner and all of their agents, representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release City from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitation those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the Subject Property. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties. This section shall survive the Close of Escrow and the termination of this Agreement.

16. AUTHORITY; DUE EXECUTION; ENFORCEABILITY. Property Owner has the full right, power and authority to execute, deliver and perform all obligations of Property Owner under this Agreement and all other instruments delivered or to be delivered by Property Owner prior to the Close of Escrow, and the execution, performance and delivery of this Agreement and the instruments by Property Owner have been duly authorized by all requisite actions. The persons executing this Agreement and the instruments on behalf of Property Owner have been duly authorized to do so. This Agreement and said instruments constitute valid and binding obligations of Property Owner, enforceable in accordance with their respective terms.

17. NO CONFLICT. Property Owner's execution, delivery and performance of its obligations under this Agreement and any other documents will not constitute a default or a breach under any contract, agreement or order to which Property Owner is a party, by which Property Owner is bound, or which affects the Subject Property or any part thereof. Without limiting the generality of the foregoing, the sale of the Property Interest pursuant to this Agreement does not violate the terms of any partnership, limited liability company agreement, or other agreement to which Property Owner or any of the individuals comprising Property Owner is a party, nor is the consent of any third party required for the sale of the Property Interest pursuant to this Agreement.

18. BROKERS. The parties hereto warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. Each party agrees to defend, indemnify and hold harmless the other party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

19. CONTINGENCY. It is understood and agreed between the Parties that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the City of this Agreement. The execution of this document and the delivery of same to Escrow Agent constitutes said acceptance and approval.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

21. SUCCESSORS. This Agreement shall inure to the benefit of and shall be binding on the Parties to this Agreement and their respective heirs, executors, administrators, assigns and successors.

22. ATTORNEYS' FEES. If litigation is commenced between the Parties concerning the interpretation or enforcement of this Agreement, the prevailing party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include, without limitation, a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or, the party determined to be the prevailing party by a court of law.

23. NOTICES. Notices and other deliveries pursuant to this Agreement may be delivered by private messenger service, overnight mail, hand service or facsimile. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received by (or on the date receipt was refused by) the party; provided, however, that all notices and documents delivered by overnight service shall be deemed received the next business day after deposit with a reputable overnight courier or delivery service for overnight delivery.

The address of the Parties shall for all purposes be the following, unless otherwise changed by the party by notice to the other as provided in this paragraph:

TO CITY: City of South Lake Tahoe
Attn: City Manager
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

TO PROPERTY OWNER(S):
Monte Christo Communities
For Heavenly Estates MHC LLC
Attn: Mark Thienes and Brock Kaveny
3308 El Camino Avenue, Suite 300 Room 608
Sacramento, CA 95821

24. ENTIRE AGREEMENT. This Agreement, its exhibits, and the documents referenced herein contain the entire agreement between the Parties to this Agreement and it shall not be modified in any manner except by an instrument in writing executed by the Parties or

their respective successors-in-interest. Neither party relies upon any warranty or representation not contained in this Agreement.

25. SEVERABILITY. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

26. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

27. PARTIES NOT CO-VENTURERS. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

28. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of City shall be personally liable to Property Owner or its successors in interest in the event of any default or breach by City or for any amount which may become due to Property Owner or its successors in interest pursuant to this Agreement.

29. TIME OF THE ESSENCE. Time is of the essence for each condition, term, obligation and provision of this Agreement.

30. WAIVERS; MODIFICATION. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

31. PROVISIONS NOT MERGED WITH DEEDS. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, and the Grant Deed or any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing: (i) Property Owner's representations, warranties and covenants contained herein shall survive the Close of Escrow, (ii) all provisions of this Agreement that expressly state that they shall survive the Close of Escrow and the termination of this Agreement, shall do so, and (iii) City and Property Owner intend that the disclosures, indemnities, and releases provided in this Agreement will survive the termination of this Agreement, the Close of Escrow and the transfer of the Property to City.

32. CAPTIONS; CONSTRUCTION. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation

and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

33. ACTION OR APPROVAL. Where action and/or approval by City is required under this Agreement, City's City Manager may act on and/or approve such matter unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

34. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. City and Property Owner agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the El Dorado County (the "Property Jurisdiction"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement. City and Property Owner each irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation, and waive any other venue to which such party might be entitled by virtue of domicile, habitual residence or otherwise. The provisions of this Section shall survive the Close of Escrow and the termination of this Agreement.

35. TIME FOR PERFORMANCE. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event. If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

36. ESCROW CANCELLATION CHARGES. If the escrow fails to close by reason of a default by City or Property Owner hereunder, such defaulting party shall pay all escrow or other charges. If the escrow fails to close for any reason other than default by City or Property Owner, then City shall pay such charges.

37. FURTHER ASSURANCES. City and Property Owner each agree to undertake such other actions as may reasonably be necessary to carry out the intent of this Agreement, including without limitation, the execution of any additional documents which may be required to effectuate the transactions contemplated hereby.

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

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

IN WITNESS WHEREOF, the City of South Lake Tahoe, a municipal corporation of the State of California, has authorized the execution of this Agreement by its Mayor and attestation by its Clerk by Resolution No. _____, adopted by the City Council on the ____ day of _____, _____, and the Property Owner have caused this Agreement to be duly executed.

CITY:
THE CITY OF SOUTH LAKE TAHOE, a municipal corporation of the State of California

Dated: _____

By: Signed in Counterpart
_____
Cody Bass, Mayor

Approved As to Form:

Dated: _____

By: Signed in Counterpart
_____
Heather L. Stroud, City Attorney

PROPERTY OWNER:
HEAVENLY ESTATES MHC LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Dated: 4/1/2024

By: _____

Name: John McDonald

Title: Mgr

Dated: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the City of South Lake Tahoe, a municipal corporation of the State of California, has authorized the execution of this Agreement by its Mayor and attestation by its Clerk by Resolution No. _____, adopted by the City Council on the ____ day of _____, _____, and the Property Owner have caused this Agreement to be duly executed.

CITY:
THE CITY OF SOUTH LAKE TAHOE, a municipal corporation of the State of California

Dated: _____

By:_____
Cody Bass, Mayor

Approved As to Form:

Dated: _____

By:_____
Heather Stroud, City Attorney

Dated: _____

Attest:
By: _____
Susan Blankenship, City Clerk

PROPERTY OWNER:
HEAVENLY ESTATES MHC LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Dated: _____

By: _____
Name: Signed in Counterpart
Title:_____

Dated: _____

By: _____
Name: Signed in Counterpart
Title:_____

Exhibit A
Legal Description
APN# 025-021-077

6/9/2023
File No. 22086-Bijou

EXHIBIT "A"
LEGAL DESCRIPTION
DRAINAGE EASEMENT

A portion of the parcel of land situated in the southeast quarter of Section 33, Township 13 North, Range 18 East, M.D.M., El Dorado County California, being a portion of the parcel as described to Heavenly Estates MHC LLC, recorded in Deed Document No. 2021-0071748, Official Records of El Dorado County, California, said portion is an easement strip of land 20.00 feet wide, the centerline of which is more particularly described as follows:

COMMENCING at the west corner of said Deed Document No. 2021-0071748, and considering the basis of bearings of this legal description to be identical to that of said Document No. 2021-0071748, South 77°54'00" East a distance of 268.14 feet along the south boundary of said Document No. 2021-0071748 to the ***POINT OF BEGINNING*** of said easement strip of land centerline containing the following four (4) courses and distances:

1. Leaving said south boundary North 17°26'19" West a distance of 104.94 feet to an angle point;

2. Thence North 09°20'34" East a distance of 68.30 feet to an angle point;

3. Thence North 49°38'57" East a distance of 360.56 feet to an angle point;

4. Thence North 07°38'32" East a distance of 58.60 feet to a point along the northeasterly boundary of Said Document No. 2021-0071748 also being a point along the Blackwood Road right of way to the ***END POINT*** of said easement strip of land.

The sidelines of said easement strip of land shall be shortened or lengthened to at the boundaries of said south boundary of Deed Document No. 2021-0071748 and said northeasterly boundary of said Document No. 2021-0071748 also being the boundary of said Blackwood Road right of way.

Said easement contains 11,848 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

END OF DESCRIPTION.

Prepared By:

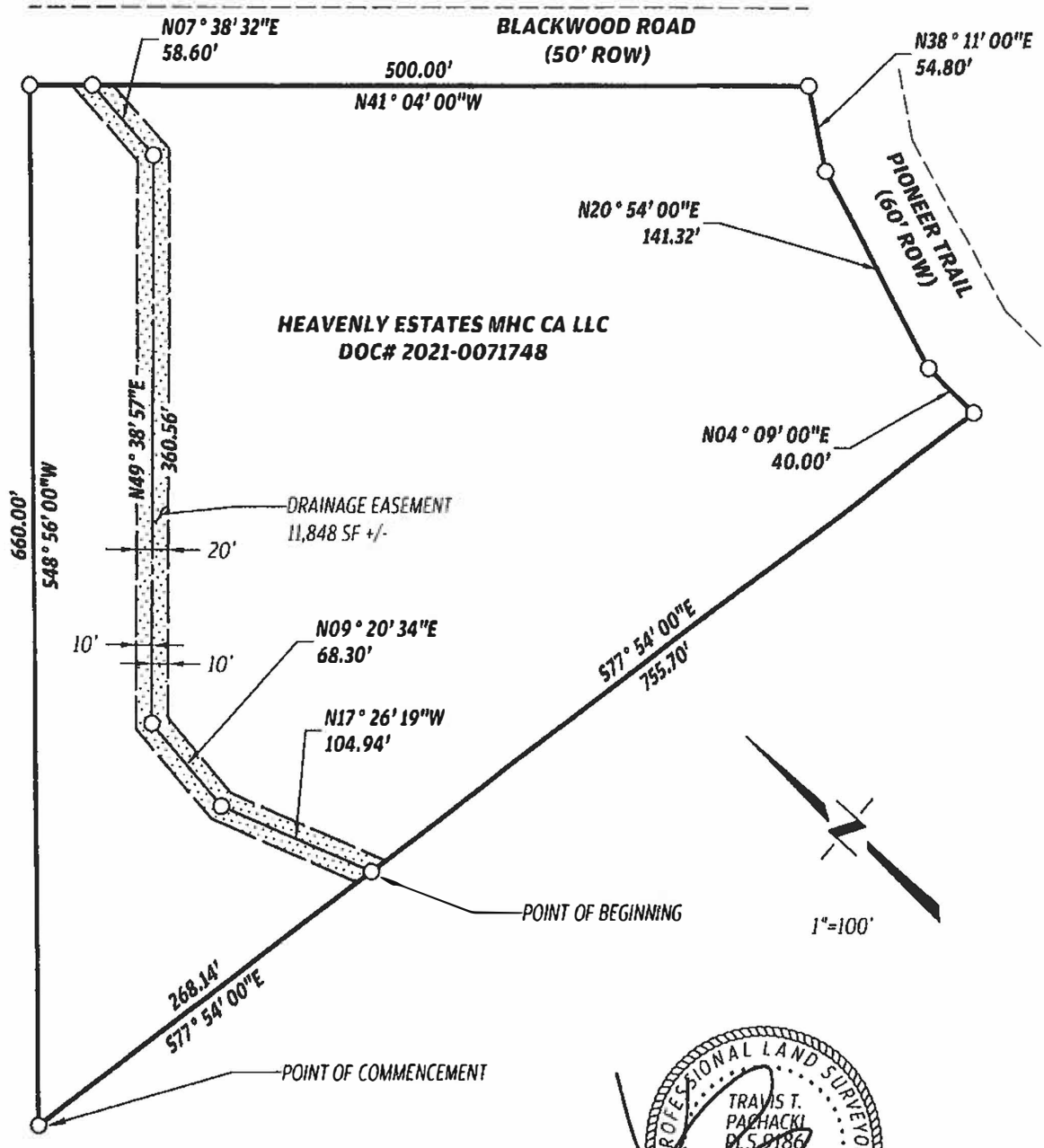


Travis T Pachacki P.L.S. 9186
License expires 03/31/2025

TerraGraphic Land Surveying
P.O. Box 266 (530) 318-1761
Tahoe City, CA 96145
travis@terragraphic.net

Exhibit B
Plat
APN# 025-021-077

EXHIBIT "B"
MAP EXHIBIT
DRAINAGE EASEMENT



PROFESSIONAL LAND SURVEYOR
TRAVIS T. PACHACKI
PLS 9186
EXP. 3/31/25
STATE OF CALIFORNIA

TERRAGRAPHIC LAND SURVEYING
PO BOX 266, TAHOE CITY, CA 96145
(530) 318-1761 travis@terragraphic.net

PAGE 3 OF 3

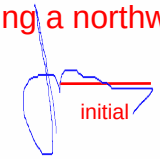
FILE #22086
6/9/2023

Exhibit "C"
Special Provisions
025-021-077
(HEAVENLY ESTATES MHC LLC)

It is mutually agreed and understood that the purchase price recited in Paragraph 2 of this contract includes compensation to the PROPERTY OWNER for the purchase of the Property Interest and for the following items to be installed at the City's sole cost and expense:

- The existing storm drain pipe as designated on the plans will be decommissioned.
- The existing drop inlet near the entrance will be removed, replaced, and connected to the new storm drain as shown on the plans.
- Approximately 175 linear feet of 24-inch RCP storm drain and approximately 420 linear feet of 30-inch RCP storm drain will be constructed within an open trench starting at the southern end of the property heading northwest between two existing mobile homes and along the internal access road before making a northwest turn to connect to a new 30-inch RCP beyond the property. Amended as shown below *
- The existing storm drain system within the property will be connected to the new storm drain as shown on the plans.
- The trench will be backfilled, compacted, and the road subgrade and pavement restored to pre-construction conditions.
- The access road in the location of the work as shown on the plans and outlined in the diagram on the following page will be repaved with the project.

* Approximately 600 linear feet of 24-30-inch storm drain will be constructed within an open trench starting at the southern end of the property heading northwest between two existing mobile homes and along the internal access road before making a northwest turn to connect to a new storm drain beyond the property.




BLACKWOOD ROAD
HEAVENLY VALLEY ESTATES
MOBILE HOME PARK
(HVEMHP)
PIONEER TRAIL
Proposed Paving by CSLT at Heavenly Valley Estates Mobile Home Park (HVEMHP)
Proposed Paving Extent (18,150 SF)
0
50
100
200 Feet
N

NO FEE DOCUMENT
Government Code §6103 & §27383

Recorded at the request of
City Clerk, South Lake
Tahoe, California

After Recording Return To:

City Clerk
City of South Lake Tahoe
1901 Lisa Maloff Way,Ste. 206
South Lake Tahoe, CA 96150

Space above this line
for Recorder's use only

County	Project	Owner Name	AP Number (Portion)
El Dorado	Bijou Park Creek Restoration Project	Heavenly Estates MHC LLC	025-021-077

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

Grant of Permanent Stormwater Drainage Easement

Heavenly Estates MHC LLC, a California limited liability company (hereinafter called Grantor), does hereby grant to the **City of South Lake Tahoe, a municipal corporation** (hereinafter called Grantee) an easement in gross for the purpose of access, ingress and egress for stormwater drainage purposes in, on, upon, under, and across the real property hereinafter described. Such purposes shall include, but not necessarily be limited to constructing, reconstructing, repairing and maintaining, in perpetuity, storm drainage systems, with or without improvements thereto.

The real property subject to this easement is located in the City of South Lake Tahoe, County of El Dorado, State of California, and is more particularly described in Exhibit A and shown in Exhibit B which are attached hereto and incorporated herein by reference.

Grantee shall have the right to make reasonable improvements to the real property which is the subject of this easement at its own cost and expense. Grantee will diligently complete the project improvements in a reasonable time frame to minimize impacts to the property and tenant. Grantee is obligated to keep and maintain the easement area and all improvements constructed by Grantee in a condition commensurate with the area and in a clean and safe condition.

Grantee shall have a right of ingress and egress in perpetuity to the real property interest conveyed hereby, provided, however, that such right shall be reasonably exercised and any damage intentionally or negligently caused by the exercise of said right of ingress and egress shall be the responsibility of Grantee.

Grantor shall not construct, reconstruct, or alter any drainage improvements, nor make any excavation or alteration within the above described easement area, without the written consent of the Grantee first had and obtained which consent shall not be unreasonably withheld, conditioned or delayed by Grantee.

The provisions hereof shall be binding upon and inure to the benefit of the heirs, successors, representatives and assigns of Grantor(s) and Grantee.

GRANTOR: **Heavenly Estates MHC LLC, a California limited liability company**

Date: 4/1/2024 By _____

Its Mgr
Title

John McDonald
Print Name of Signer

Date: _____ By _____

Its _____
Title

_____
Print Name of Signer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On April 1st, 2024 before me, Sally Heninger Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

SALLY HENINGER
COMM. # 2457380
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES AUG. 3, 2027

Exhibit A
Legal Description
Permanent Stormwater Drainage Easement
APN# 025-021-077

6/9/2023
File No. 22086-Bijou

EXHIBIT "A"
LEGAL DESCRIPTION
DRAINAGE EASEMENT

A portion of the parcel of land situated in the southeast quarter of Section 33, Township 13 North, Range 18 East, M.D.M., El Dorado County California, being a portion of the parcel as described to Heavenly Estates MHC LLC, recorded in Deed Document No. 2021-0071748, Official Records of El Dorado County, California, said portion is an easement strip of land 20.00 feet wide, the centerline of which is more particularly described as follows:

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3. Thence North 49°38'57" East a distance of 360.56 feet to an angle point;

4. Thence North 07°38'32" East a distance of 58.60 feet to a point along the northeasterly boundary of Said Document No. 2021-0071748 also being a point along the Blackwood Road right of way to the ***END POINT*** of said easement strip of land.

The sidelines of said easement strip of land shall be shortened or lengthened to at the boundaries of said south boundary of Deed Document No. 2021-0071748 and said northeasterly boundary of said Document No. 2021-0071748 also being the boundary of said Blackwood Road right of way.

Said easement contains 11,848 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

END OF DESCRIPTION.

Prepared By:

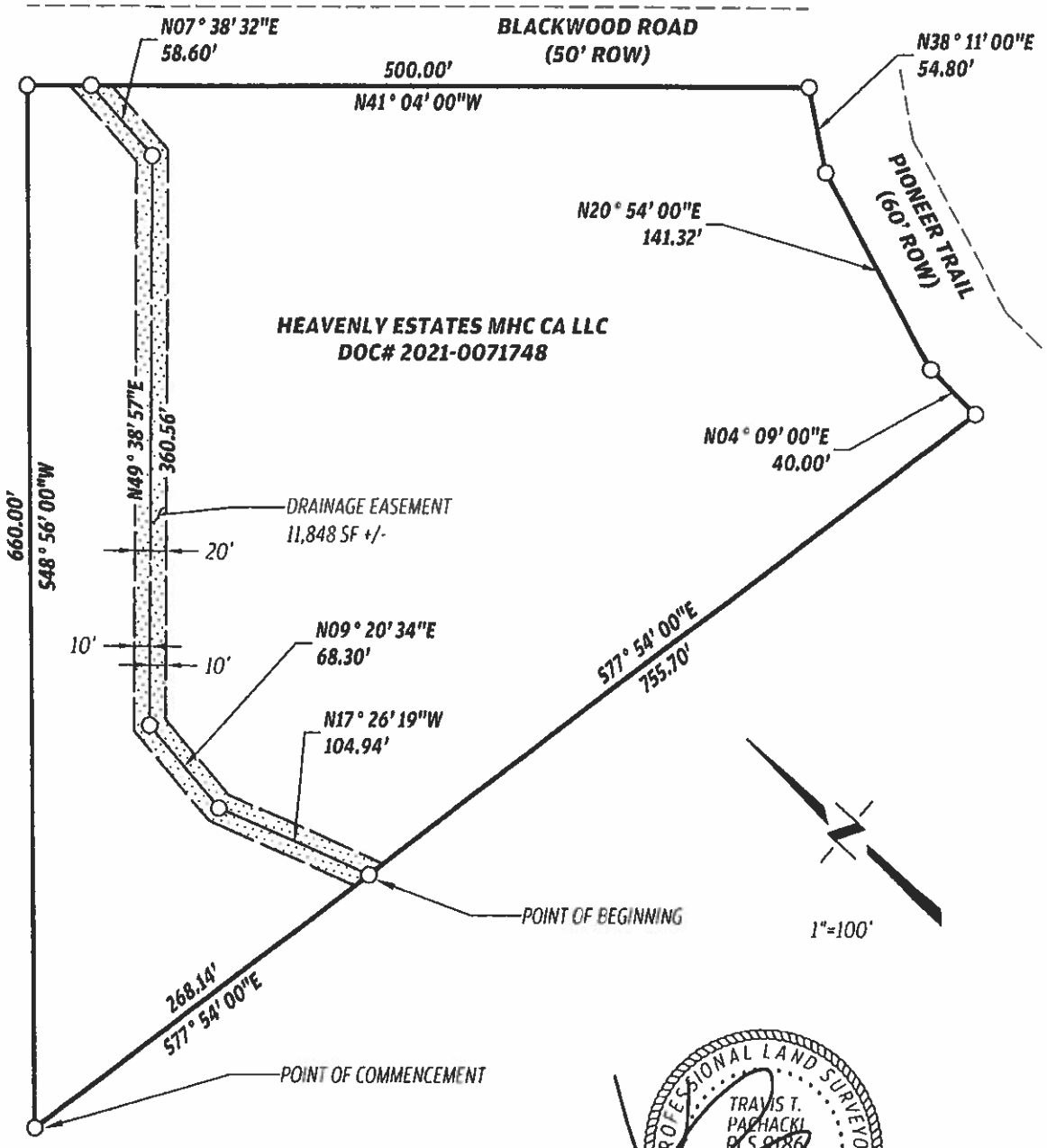


Travis T Pachacki P.L.S. 9186
License expires 03/31/2025

TerraGraphic Land Surveying
P.O. Box 266 (530) 318-1761
Tahoe City, CA 96145
travis@terragraphic.net

Exhibit B
Plat
Permanent Stormwater Drainage Easement
APN# 025-021-077

EXHIBIT "B"
MAP EXHIBIT
DRAINAGE EASEMENT



TERRAGRAPHIC LAND SURVEYING
PO BOX 266, TAHOE CITY, CA 96145
(530) 318-1761 travis@terragraphic.net

PROFESSIONAL LAND SURVEYOR
TRAVIS T. PACHACKI
PLS 9186
EXP. 3/31/25
STATE OF CALIFORNIA

FILE #22086
6/9/2023

Deed Acceptance

This is to certify that the interests in real property conveyed by the foregoing **Grant of Permanant Stormwater Drainage Easement**, (APN 025-021-077), dated _____, 2024, from **Heavenly Estates MHC LLC, a California limited liability company** for the real property situated in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described in Exhibit "A" and Exhibit "A-1" hereinbefore set forth, to the **City of South Lake Tahoe**, a municipal corporation, is hereby accepted by the undersigned on behalf of the City, pursuant to authority conferred by resolution of the City Council of the City of South Lake Tahoe adopted on April 18, 1972, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

City of South Lake Tahoe,
a municipal corporation

By: _____
Joseph Irvin, City Manager

Attest:

_____
Susan Blankenship, City Clerk

Resolution 2022-066

Adopted by the City of South Lake Tahoe
City Council

June 7, 2022

Authorization for Submittal of a Grant Amendment Application for Lake Tahoe Restoration Act funds from the U.S. Forest Service and Appropriation of $120,000 in Matching Funds from the General Funds Undesignated Excess Reserves and $1,000,000 in Grant Funds for Implementation of Stormwater and Watershed Improvements within the Upper Bijou Park Creek Watershed.

BACKGROUND

A. The Upper Bijou Park Creek Restoration Project (EIP #01.01.01.0184) is included on the priority list for watershed and water quality improvements within the Lake Tahoe Basin and is a part of the larger Tahoe Regional Planning Agency (TRPA) Ski Run Marina "Mountain to Marina" green infrastructure planning initiative.

B. On June 15, 2021, the City Council authorized application and appropriation of $750,000 in Lake Tahoe Restoration Reauthorization Act funding for the Upper Bijou Park Creek Restoration project for engineering design and a small portion of implementation funding in Resolution 2021-046.

C. The U.S. Forest Service has made available an additional $1,000,000 in Lake Tahoe Restoration Reauthorization Act funding to the City through an amendment to the existing Partnership Agreement (21-PA-11051900-019, C-096-2021) to enhance stream channel, stream environment zone (SEZ), and urban runoff treatment on local, state and federal lands within the project area.

D. The City of South Lake Tahoe desires to apply for, and upon award, enter into an amendment of agreement 21-PA-11051900-019, C-096-2021 with the U.S. Forest Service to fund a portion of construction of the first phase of project elements and provide the required 12% match ($120,000) for this amendment.

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

1. Approves filing of an amendment application for the Lake Tahoe Restoration Reauthorization Act Funding for watershed improvements and authorizes acceptance of up to $1,000,000.
2. Certifies that the City of South Lake Tahoe has or will have sufficient funds to operate and maintain the project.
3. Certifies that funds under the jurisdiction of the City of South Lake Tahoe are available or will be available to begin the project.

4. Certifies that said applicant will expend grant funds in accordance with the Partnership Agreement, as amended, between the U. S. Forest Service and the City of South Lake Tahoe.
5. Appoints the City manager, or a designee to conduct all negotiations, agreements, amendments, payments requests and so on, which may be necessary for the completion of the aforementioned project.
6. Accepts the grant funds and authorizes the Finance Director to appropriate funds into the budget as follows:

   Account #301-40051

   Revenue: 33117 – USFS: $1,000,000

   Undesignated General Fund: $120,000

   Expense: 48030 – Construction $1,120,000

Adopted by the City of South Lake Tahoe City Council on June 7th, 2022 by the following vote:
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Devin Middlebrook (Jun 8, 2022 15:42 PDT)

Date: Jun 8, 2022

Devin Middlebrook, Mayor

Attest:

Sue Blankenship (Jun 8, 2022 12:45 PDT)

Susan Blankenship, City Clerk

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

Res 2022-066 Lake Tahoe Restoration Act Funding

Final Audit Report 2022-06-08

Created:	2022-06-08
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3twzjD_iMiK1zPngWGk5tpNi8A6SNZCT

"Res 2022-066 Lake Tahoe Restoration Act Funding" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2022-06-08 - 7:04:52 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2022-06-08 - 7:05:23 PM GMT

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2022-06-08 - 7:45:21 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Devin Middlebrook (dmiddlebrook@cityofslt.us) for signature
2022-06-08 - 7:45:23 PM GMT

Email viewed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
2022-06-08 - 10:41:48 PM GMT- IP address: 66.189.255.213

Document e-signed by Devin Middlebrook (dmiddlebrook@cityofslt.us)
Signature Date: 2022-06-08 - 10:42:00 PM GMT - Time Source: server- IP address: 66.189.255.213

Agreement completed.
2022-06-08 - 10:42:00 PM GMT

Adobe Acrobat Sign

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:11

Agenda Item:

Authorization to Accept and Appropriate the $800,000 California Tahoe Conservancy Planning Grant for the Dennis Machida Memorial Greenway Trail Phase 1C

Executive Summary: The City of South Lake Tahoe has been awarded $800,000 in planning and design funds from the California Tahoe Conservancy for the Dennis Machida Memorial Greenway Trail Phase 1c. The City must accept and appropriate the aforementioned grant funding.

Requested Action / Suggested Motions: Pass a Resolution accepting and appropriating a California Tahoe Conservancy Planning Grant in an amount of $800,000 for the Dennis Machida Memorial Greenway Trail Phase 1C, and authorizing the Director of Pubic Works to execute and submit all documents for the completion of the project.

Responsible Staff Member: Jason Burke, Complete Streets Program Manager and Stephen Anderjack, Associate Civil Engineer

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

Attachments:

01-Staff Report-CTC Grant Acceptance.docx
02-Resolution - CTC Grant Acceptance.docx
03-CTA23018L Agreement.pdf
04-CTC Resolution 23-12-06.pdf

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

Meeting Date: April 23rd, 2024

Title: Authorization to Accept California Tahoe Conservancy Planning Grant Program for the Dennis Machida Memorial Trail Phase 1C

Location: Pioneer Trail (Herbert Avenue to Ski Run Boulevard)

Responsible Staff Member: Jason Burke, Complete Streets Program Manager (530) 542-6038
Stephen Anderjack, Associate Civil Engineer (530) 542-6033

Background: The Dennis T. Machida Memorial Greenway Trail will connect the Tahoe Sierra Neighborhood to Van Sickle Bi-State Park via a series of paved bicycle and pedestrian trails, completing the core of the non-motorized transportation network in the South Shore. Previously known as the South Tahoe Greenway Shared Use Trail, the original project approval and preliminary designs occurred in 2011 and were amended in 2016.

Phase 1A of the Greenway extends between Herbert Avenue and Glenwood Way in the heart of the Bijou neighborhood in South Lake Tahoe. This project phase was built in 2016 and is open to public use.

Phases 1B and 2 of the Greenway extend the trail south across Bijou Creek Meadow, crossing Al Tahoe Boulevard to Lake Tahoe Community College (LTCC). From LTCC, the trail crosses Trout Creek and Martin Avenue to provide a safe route to Sierra Boulevard in the Tahoe Sierra neighborhood. This project connects to the City of South Lake Tahoe's Sierra Boulevard "complete streets" project and extends the bike trail network to the U.S. Highway 50 revitalization project. Phases 1B and 2 were completed in 2021 and are open to public use.

Phase 1C of the Greenway will extend from Herbert Ave. to Ski Run Blvd. To complete Phase 1C of the Greenway, the city has applied and been awarded $800,000 in grant funds from the Tahoe California Conservancy (CTC) to complete feasibility studies, alternatives analysis, and updates to the environmental document to move forward with the design of the project.

Issue and Discussion: On January 4, 2022, the City Council approved the appropriation of $200,000 of SLFRF funds for planning studies to assess the original conceptual trail alignment and environmental documents for Phase 1C as originally designed by the CTC in 2011.

The originally designed alignment for Phase 1C begins at the easterly terminus of phase 1a at Herbert Avenue, crosses into CTC owned land, then veers up to, and along the Pioneer Trail right of way to the limits of Ski Run Boulevard. This proposed alignment along the north side of Pioneer Trail comprises several design issues including limited site distance, insufficient right of way width, topography elevation changes, and property acquisition concerns that have prevented this section of the Greenway from moving forward. The Conservancy has stepped forward with this grant to provide an additional $800,000 to advance planning and design utilizing the survey and feasibility analysis previously completed by the City. This requested action will authorize acceptance and appropriation of $800,000 in grant funds to advance the design of this phase of the Greenway. These grant funds can only be used to fund up to 50% of project design.

Financial Implications: On June 7th 2022 the City Council authorized appropriation of $56,037 in Resolution 2022-065 in addition to the previously allocated $200,000 in American Rescue Plan Act funds for engineering design services for Phase 1C of the Greenway. This grant from the Conservancy will provide an additional $800,000 to complete feasibility assessment, public meetings, alternative development, environmental review, and initiation of detailed engineering drawings for a preferred alternative alignment. This grant has no formal match requirement and will allow the City to build on the previously completed survey and feasibility assessments. Upon receipt of the grant, staff plans to issue an RFP using the remaining $173,544 ARPA funds, in addition to the $800,000 in Conservancy grant funds to advance the project with the goal of becoming "shovel ready." No additional funds are being requested at this time.

Environmental Considerations: Acceptance of the grant is statutorily exempt from review under CEQA Guidelines section 15262 (planning and feasibility studies). *"A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or negative declaration but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities."*

Policy Implications: Authorizing this grant acceptance will partially fund the design and environmental work for the Greenway that will advance the City Council Strategic Priorities and Goals, specifically:

- **Action Item 1.4 (Transportation):** Prioritize the implementation of trail and complete street projects including continued progress of the Greenway to Van Sickle Bi-State Park.
- **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

April 23, 2024

Authorization to Accept and Appropriate the $800,000 California Tahoe Conservancy Planning Grant for the Dennis Machida Memorial Greenway Trail Phase 1C

BACKGROUND

A. The City of South Lake Tahoe has designated the Dennis Machida Memorial Greenway Trail Phase 1C a viable and desired project and approved an application to the California Tahoe Conservancy for up to $800,000 in planning and design funding in Resolution 2023-114, with no formal match requirement.

B. On December 14, 2023, the California Tahoe Conservancy authorized Resolution 23-12-06, awarding $800,000 in grant funding the City of South Lake Tahoe to provide a grant for feasibility, planning and environmental review required to advance the design of phase 1C of the Greenway.

C. The grant has been drafted and the City can now accept and execute the grant agreement and appropriate the grant funds.

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

1. Approves the receipt of the grant and appoints the Public Works Director or designee to conduct all negotiations, execute and submit all documents including, but not limited to the grant agreement, amendments, payment requests ect., which may be necessary for the completion of the aforementioned project.
2. Upon execution of the grant agreement by all parties, accepts the grant funds and authorizes the Finance Director to load the Annual Budget as follows:
   Revenue: $800,000 into 301-50041-33212 (CTC)

   Expenses: $800,000 into 301-50041-42020 (Professional Services)

Adopted by the City of South Lake Tahoe City Council on April 23th, 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.

SCO ID: 3125-CTA23018L

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
CTA23018L	TAH-3125

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Tahoe Conservancy

CONTRACTOR NAME

City of South Lake Tahoe

2. The term of this Agreement is:

START DATE

March 1, 2024 or upon approval by all parties, whichever is later

THROUGH END DATE

March 15, 2028

3. The maximum amount of this Agreement is:

$800,000.00 Eight Hundred Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
		Grant Agreement	10
	Exhibit A	Scope of Work and Grant Schedule	3
	Exhibit B	Budget Detail and Payment Provisions	4
+ -	Exhibit C	List of Assurances	3
+ -	Exhibit D	Request for Disbursement Request	2
+ -	Exhibit E	Eligible and Ineligible Costs	1
+ -	Exhibit F	Reporting and Data Requirements	3
+ -	Exhibit G	Mandatory Insurance Provisions	4

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of South Lake Tahoe

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1901 Lisa Maloff Way	South Lake Tahoe	CA	96150

PRINTED NAME OF PERSON SIGNING	TITLE
Anush Nejad	Director of Public Works or appointed designee
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
CTA23018L	TAH-3125

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Tahoe Conservancy			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1061 Third Street	South Lake Tahoe	CA	96150
PRINTED NAME OF PERSON SIGNING	TITLE		
Jane Freeman	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Local Assistance Grant		

GRANT AGREEMENT

THIS AGREEMENT (Agreement) is entered into between the California Tahoe Conservancy (Conservancy) and the City of South Lake Tahoe (Grantee) effective upon the date this Agreement has been fully executed by both parties (Effective Date).

1. Scope of Agreement

The Conservancy, pursuant to its Resolution no. 23-12-06 of December 14, 2023 and Section 21000 et seq. and Section 66907.7 of the Government Code, grants to the Grantee a sum not to exceed **eight hundred thousand dollars ($800,000)**, subject to the terms and conditions set forth below.

These funds shall be used for feasibility analysis, planning, and environmental review of the next section of the Dennis T. Machida Memorial Greenway, as described in Exhibit A (Project).

The Grantee hereby agrees to complete the Project in accordance with:

a. The terms and conditions of this Agreement;
b. The Scope of Work and Grant Schedule described in **Exhibit A**; and
c. The Budget Detail as set forth in **Exhibit B**.

The Grantee shall at all times exercise responsibility over the Project.

2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

a. Exhibit A, Scope of Work and Grant Schedule;
b. Exhibit B, the Budget Detail;
c. Exhibit C, the Grantee's List of Assurances;
d. Exhibit D, Request for Disbursement Form;
e. Exhibit E, Eligible and Ineligible Costs;
f. Exhibit F, Reporting and Data Requirements; and
g. Exhibit G, Mandatory Insurance Provisions.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the body of the Agreement; (2) the Scope of Work and Grant Schedule; (3) the Budget Detail; (4) the List of Assurances; (5) the Eligible and Ineligible Costs; (6) the Mandatory Insurance

Provisions; (7) the Reporting and Data Requirements; and (8) the Request for Disbursement Form.

3. Scope of Work

The Scope of Work, **Exhibit A**, describes the tasks and deliverables funded by this grant. The Scope of Work may be modified upon Grantee's submission of a modified Scope of Work and the Executive Director's (or designee's) written approval.

4. Other Contractors

Nothing in this Agreement shall create any contractual relationship between any third party contractor and the Conservancy.

5. Publicity and Acknowledgment

Grantee agrees that it will acknowledge the Conservancy's support whenever work funded in whole or in part by this Agreement is publicized in any news media, brochures, articles, seminars, or other type of promotional material.

6. Copies of Data, Plans and Specifications, Reports

Grantee shall provide the Conservancy with copies of all data, design plans, specifications, photographs, audio and video productions, films, recordings, reports, findings, and recommendations of every description or any part thereof, prepared under this Agreement in accordance with the Reporting and Data Requirements, **Exhibit F**.

All material, data, information, and written, graphic, or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this Agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, for or on behalf of the Sate or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark, or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive, and irrevocable license to use, reproduce, and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party, through the Conservancy, to use, reproduce, publish, create derivative

works, display, or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

Grantee shall submit all electronic data collected and created under this Agreement to the Conservancy. A condition of final payment under this Agreement includes delivery of all related data in the format requested. The Conservancy reserves the right to conduct technical review of interim or final grant deliverables prior to making reimbursement or final payments.

7. Scope of Work Completion

Grantee shall complete the Scope of Work by the completion date provided in the Grant Schedule in **Exhibit A.** Upon completion of the Scope of Work, the Grantee shall supply the Conservancy with evidence of completion by submitting: (1) the work products specified in **Exhibit A**; (2) the Final Report specified in **Exhibit F**; and (3) a fully executed final Request for Disbursement form, **Exhibit D**. Within thirty (30) days of Grantee's compliance with this Section, the Conservancy shall determine whether the Scope of Work has been satisfactorily completed. If the Conservancy determines that the Scope of Work has been satisfactorily completed, the Conservancy shall issue to the Grantee a Letter of Acceptance of the Scope of Work. The Scope of Work shall be deemed complete as of the date of the Letter of Acceptance.

8. Progress Reports and Final Report

The Grantee shall submit progress reports and a Final Report consistent with **Exhibit F** and the Scope of Work (**Exhibit A**). Progress reports shall be submitted semi-annually (April and October). The Final Report shall be submitted on or before the completion date listed in the Grant Schedule as described in **Exhibit A**. A request for final payment should be submitted in conjunction with, but not as a portion of, the Final Report.

9. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in **Exhibit B**.

10. Term of Agreement; Termination

This Agreement shall take effect upon the Effective Date. The term of the Agreement shall run from the Effective Date through **March 15, 2028** (the End Date) unless otherwise terminated or amended as provided herein.

Prior to completion of the grant, for any discrete component of the Scope of Work, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the Conservancy, Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by Grantee in the performance of this Agreement until the date of actual termination, but in any case, not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to complete the work in accordance with this Agreement or fails to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director (or designee) does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision.

Following notice of intent to terminate, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Scope of Work, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This Section shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

11. Liability

The Grantee shall indemnify, and save harmless the Conservancy and its members, Directors, members, agents and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the planning, design, or existence of the Project, except to the extent of, and in direct proportion to the active negligence or the intentional wrongdoing of the Conservancy, or its member(s), Director(s), agent(s) or employee(s), which arises other than from (1) a failure by the Conservancy to warn of hazards, based upon its review or inspection of the Project plans, designs, specifications or site(s), and/or (2) the omission by Conservancy to review or inspect said plans, designs, specifications or site(s).

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the Conservancy to the Grantee and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its Directors, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence or the intentional wrongdoing of Conservancy, its member(s), Director(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

12. Insurance

Grantee shall procure and maintain insurance, as specified in **Exhibit G**, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the Grantee or its agents, representatives, employees, or contractors associated with the Project undertaken pursuant to this Agreement. Grantee shall be responsible for all deductibles in all Grantee's insurance policies.

As an alternative, with the written approval of the Conservancy's Executive Director (or their designee), the Grantee may satisfy the coverage requirements in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this Agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the Grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California and Nevada for implementation of the Project or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of **Exhibit G** attached hereto. In addition, Grantee shall make reasonable efforts to assure that the Conservancy, and its members, Directors and employees are included as additional insureds under the insurance required by said **Exhibit G**, and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Conservancy as soon as practical. In the event the contractor or third party is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the

Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project or a portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their members, Directors and employees, or any of them, for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

In the event that the insurance coverage cannot be obtained, or is canceled or reduced below the minimums required herein, the Conservancy may in its sole discretion waive, in part or in whole, the insurance requirements set forth above; provided, however, that the Conservancy may reinstate such requirements if it determines there has been a change of circumstances.

13. Travel

Travel-related expenses may not exceed the State travel reimbursement rate in effect during the term of this Agreement. For details, see the Department of Human Resources (CalHR) Travel Reimbursements website at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

The Conservancy will only reimburse Grantee for actual expenses incurred that are directly related to the performance of this Agreement. No travel outside the State of California shall be reimbursed unless approved in writing in advance by the Conservancy. Grantee shall ensure that travel costs, if any, are identified in the Budget and are tied to tasks and deliverables in the Scope of Work.

14. Audits/Accounting/Records

The Grantee shall establish an official file for the grant. The file shall contain adequate documentation of all actions that have been taken with respect to the grant Scope of Work.

Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all grant funds. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial

reports and billings. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all grant funds. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the Scope of Work must be preserved a minimum of three (3) years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the State of California.

The State of California and the Conservancy reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the completion or termination of the Scope of Work. At any time, the Conservancy may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

15. Independent Status of Grantee and Conservancy

The Grantee, its agent(s) and employee(s), and the Conservancy, its agent(s) and employee(s), in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the respective parties.

16. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions

of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

17. Assignability

Without the written consent of the Conservancy or its successors, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

18. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete the Scope of Work. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified date.

19. Amendment

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

Any request to extend the term of the Agreement beyond March 15, 2028, must be submitted to the Conservancy in writing no later than November 15, 2027. Approval of any time extension (Completion Dates or term of Agreement) is at the sole discretion of the Conservancy.

20. Grant Coordinator(s)

Scott Cecchi, (or such other person(s) as the Executive Director may designate from time to time), is designated the Conservancy's Grant Coordinator for this grant. The Grantee’s officer with responsibility for administering this Agreement is the Public Works Director, or their designee.

21. Conservancy Approvals

All actions and approvals, required to be taken by the Conservancy under this Agreement, may be taken by the Executive Director or a designee.

22. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Public Works Director, or a designee.

23. Sections and Headings

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

24. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other shall be thereby affected or impaired.

25. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Scope of Work and may not be modified except by an instrument in writing signed by all parties to the Agreement.

26. Russian Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that

shall be grounds for termination of this agreement. The Conservancy shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

27. Survival of Terms

The following provisions survive the expiration, termination or cancellation of this Agreement: Publicity and Acknowledgement; Copies of Data; Plans and Specifications; Reports; Liability; Audits/Accounting/Records.

EXHIBIT A
Scope of Work and Grant Schedule

Project: Dennis T. Machida Memorial Greenway Project
Location: Linear trail planning corridor extending north from Herbert Avenue to Ski Run Boulevard and potentially beyond towards Van Sickle Bi-State Park
Timeframe: 2024 – 2028
Amount: $800,000

Using this grant, the City will identify a feasible route to extend the Dennis T. Machida Memorial Greenway from Herbert Avenue to Ski Run Boulevard and possibly beyond, depending on the feasibility of doing so. The City will evaluate several potential Class 1 trail alignments and consider multi-benefit opportunities such as wildlife habitat connectivity, water quality improvements, road alignments, and school and neighborhood connections. The City will seek public input and, through the Project Technical Advisory Committee (TAC), select a preferred alignment. The City will also use the grant funding to complete environmental review pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and Tahoe Regional Planning Agency (TRPA) requirements. This grant supports consultant contracts and City staff time needed to complete the tasks and deliverables described below.

Grant Schedule

All activities under this grant will be completed by **March 15, 2028**. The following table provides estimated start dates for Project subtasks. It is understood that start dates may vary from those listed, depending on progress with each subtask and other factors.

Task #	Task	Estimated Start Date
1	Planning and feasibility analysis	
1.1	Alternatives Analysis	Summer 2024
1.2	Selection of a preferred trail alignment	Fall 2024
1.3	Preliminary Engineering	Spring 2025
1.4	Outreach	Summer 2024
1.5	Right-of-Way	TBD
1.6	Permitting Strategy	TBD
1.7	Meetings	As needed
1.8	Consider wildlife crossing at Bijou Park Creek	Summer 2024
2	Environmental review	
2.1	Outreach	Spring 2025
2.2	Environmental review	Summer 2025
2.3	Meetings	As needed

Tasks and Deliverables

Task 1: Planning and Feasibility Analysis

The City will advance the Project towards implementation. The City will actively manage all Project activities, including any required coordination and landowner engagement. The City will work closely with the Conservancy and the TAC.

Subtasks:

1.1 Alternatives analysis – The City will evaluate several potential Project alignments, including the Conservancy's 2011 proposed alignment, and compare them to assess implementation feasibility. The feasibility analysis shall include engagement with applicable landowners to ensure that Right-Of-Way can be secured.

1.2 Selection of a preferred trail alignment - The City will seek public input and, through the TAC, select a preferred alignment that is feasible to construct, operate, and maintain.

1.3 Preliminary engineering – The City will complete up to 60% designs for the selected alignment to support environmental analysis. If the original 2011 alignment is selected as the preferred alternative, the existing plans and environmental analysis will be updated.

1.4 Outreach - The City will outreach to relevant community organizations, agencies, the Washoe Tribe, and the public as needed or required to obtain all Project approvals needed for implementation. The City will hold at least one community meeting during the feasibility study process and will provide Spanish translation or take other steps to allow for meaningful input by Spanish speakers. Ideally, the City will hold a separate community meeting in Spanish at a time and location that is central, accessible, and welcoming to the Spanish-speaking community. The City will provide bilingual outreach for public meetings, including signage in the Project area and social media outreach. The City will invite the Washoe Tribe to sit on the Project TAC.

1.5 Right-of-Way – The City will negotiate Right-of-Way agreements with landowners as may be needed for Project implementation.

1.6 Permitting Strategy – the City will coordinate a permitting strategy with all applicable permitting agencies.

1.7 Meetings - The City will coordinate meetings with the TAC and the Conservancy as needed.

1.8 Consider wildlife crossing at Bijou Park Creek – The City, in coordination with the Conservancy, will evaluate the feasibility of including a wildlife crossing at Bijou Park Creek as part of the Project. Evaluation will include the feasibility of constructing the crossing and securing funding to support this potential Project element.

Deliverables include:

1. Digital copy of alternatives analysis products, including GIS shapefiles
2. Digital copy of selected trail alignment, including GIS shapefiles
3. Digital copy of engineered plan sheets, including selected GIS shapefiles
4. Digital copy of outreach documentation
5. Secured right-of-way agreements for the selected trail alignment
6. Meeting notes
7. Progress Reports and Final Report

Task 2: Environmental Review

Subtasks:

2.1 Outreach - The City will outreach to other entities, agencies, and stakeholders, including the Washoe Tribe, and the public regarding potential environmental impacts.

2.2 Environmental review – The City will complete all environmental review necessary to implement the selected alignment in compliance with CEQA, NEPA, and TRPA requirements.

2.3 Meetings – The City will coordinate meetings with the TAC and the Conservancy as needed.

Deliverables include:

1. Digital copy of outreach documentation
2. Administrative draft CEQA/NEPA/TRPA environmental compliance document(s), including resource surveys (as allowable), mitigation monitoring and reporting plan. This administrative draft shall be provided to the Conservancy for review and comment at least 45 days prior to public dissemination.
3. Final CEQA/NEPA/TRPA environmental compliance document(s), signed by the City and filed with the California Office of Planning and Research.
4. Meeting notes

EXHIBIT B
Budget Detail and Payment Provisions

Project: Dennis T. Machida Memorial Greenway Project

Grant Budget
The budget has been authorized for a maximum of $800,000.

Grant Tasks	Amount
Planning and feasibility analysis	$500,000
Environmental review	$300,000
Grant Total	**$800,000**

1. Expenditure of Funds and Allocation of Funding Among Budget Items

A. Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Grant Budget above. If necessary, the Grantee shall submit a written request to revise the dollar amount of an item which may be increased by up to ten percent (10%) in the Grant Budget through a reallocation of funds from another item(s). The Grantee shall notify the Conservancy in writing at the time of requesting any such reallocation, and shall identify both the item(s) being increased and those being decreased. For any increase of more than ten percent (10%), the Grantee must include a reasonable justification for the reallocation of funds, and shall not proceed without written approval of the change by the Conservancy.

B. Should a reallocation of the Grant Budget become necessary, the grantee must submit, in advance, a written request no later than thirty (30) days prior to the submission of an invoice requiring a budget reallocation.

2. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Conservancy agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. The Grantee shall request disbursement by filing with the Conservancy a fully executed "Request for Disbursement" form, using the template attached as **Exhibit D**, which contains:

- The invoice number;
- Grantee's name and address;

- The number of the Agreement (i.e., CTA23018L);
- The date of the submittal;
- The amount of the invoice;
- The period of time for the services invoiced;
- Contact person and phone number;
- The expenditures broken down by task as shown in **Exhibit B;**
- The itemized documentation of all work done for which disbursement is requested, including complete timesheets and receipts; and
- The signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

- Any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Scope of Work funded under this Agreement; and
- Documentation of the completion of the portion of the Scope of Work for which disbursement of grant funds is requested.

C. Invoices shall be submitted not more frequently than monthly, but no less than quarterly, in arrears to accounts.payable@tahoe.ca.gov.

D. The Final invoice must be clearly marked as "FINAL" **and must be submitted no later than April 15, 2028.**

E. Invoices must be received within 14 days of the date on the invoice. Invoices received more than 14 days from invoice date may be rejected and a new invoice required.

F. Invoices submitted without proper documentation or other deficiency will be disputed within 10 days of receipt of the invoice. Payment will be withheld until the deficiency is cured.

3. Costs and Disbursements

Upon determination by the Conservancy that all conditions precedent to disbursement have been fully met, the Conservancy shall disburse to the Grantee, in accordance with the approved Grant Budget, a total amount not to exceed the amount of this grant, as follows:

Disbursements of grant funds shall be made incrementally as separate components of the Scope of Work are satisfactorily completed and shall be on the basis of costs

incurred. Ten percent (10%) per invoice shall be withheld to ensure satisfactory completion of the Scope of Work.

The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Scope of Work, submittal of a Final Report, and a fully executed final Request for Disbursement substantially in the form of **Exhibit D**; and (2) final approval of the completed Scope of Work by the Grant Coordinator.

Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, the Conservancy will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.

The Conservancy will make best efforts to forward each completed and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within thirty (30) working days of receipt by the Conservancy.

4. <u>Budget Contingency Clause</u>

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate or reappropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

C. In the event of termination, the parties agree to take all reasonable measures to prevent further costs under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by the Grantee in the performance of this Agreement until notice of termination.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
List of Assurances

By entering into the foregoing Agreement, the Grantee assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of Conservancy funds for the Scope of Work. Also, the Grantee gives assurance and certifies with respect to the grant that:

1. Grantee possesses legal authority to apply for and receive the grant funds and that where appropriate, a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Grantee has sufficient funds or commitments for sufficient funds to complete the Scope of Work, over and above the portion to be borne by the Conservancy.

3. Except as otherwise provided by law, Grantee will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

4. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."

5. Grantee will cause work on the Scope of Work to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the work to completion with reasonable diligence.

6. Grantee agrees to use licensed professionals to perform services under this Agreement where such services are called for including legal, engineering, architectural and environmental sciences, qualified and licensed in the State of California.

7. Grantee shall comply with applicable State laws which may include (1) the Public Contract Code, including the State Contract Act; (2) the payment of workers compensation and where applicable the payment of prevailing wages; (3) building and health and safety code and disabled access law; and (4) the applicable requirements of the California Environmental Quality Act.

8. Grantee certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Grantee shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Any individual who has participated in planning or setting priorities for a project funding solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through that solicitiaton.

Failure to comply with conflict of interest laws, including business and financial disclosure provisions may result in the Agreement being declared void or other legal action.

9. Grantee maintains a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.

(c) Submitting a drug-free workplace certification California State Form STD-21; and

(d) Requiring that each employee engaged in the performance of the agreement to comply with the certification.

10. Grantee will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including

pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee shall ensure that the evaluation and treatment of our/their employees and applicants for employment are free from such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov Code. § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fire Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

EXHIBIT D
Request for Disbursement

CALIFORNIA TAHOE CONSERVANCY
REQUEST FOR DISBURSEMENT TEMPLATE

(Reference Instructions on following page - Failure to follow instructions may result in non-payment)
THIS OFFICIAL REQUEST FORMAT MAY NOT BE MODIFIED

From:	**To:**
City of South Lake Tahoe	Accounts Payable
1901 Lisa Mayloff Way	California Tahoe Conservancy
South Lake Tahoe, CA 96150	1061 Third Street
	South Lake Tahoe, CA 96150
	accounts.payablel@tahoe.ca.gov

CTC Grant Agreement No: CTA23018L
Purchase Order No:
① Grantee Request No.: 23018L-1
② Billing Period:
③ Submittal Date:

	GRANT FUNDS ONLY					
Line Items	**Grant Allotment** (per line item of N/A)	④ **Previous Expenditures to Date** (From previous invoice)	⑤ **Current Expenditures** Grant Funds Only	⑥ **Total Expenditures to Date** ④ + ⑤ = ⑥	**% of Line Item Budget Spent to Date** ⑥ ÷ Grant Allotment = %	⑦ **If Applicable: Match For This Reporting Period Only**
Planning and feasibility analysis	$500,000	$0.00	$0.00	$0.00	0.00%	$0.00
Environmental review	$300,000	$0.00	$0.00	$0.00	0.00%	$0.00
		$0.00	$0.00	$0.00	#DIV/0!	$0.00
TOTALS	$800,000.00	$0.00	$0.00	$0.00	0.00%	$0.00

FOR CTC STAFF
CTC Initials/Date

FOR DGS-CFS STAFF
Date Received from DWQ
Date to Accounting

⑧ **Total Amount Due This Request**

⑨ ☐ **Final Request for Disbursement**

10% Withheld (Retention)
10% of total grant award will be held until final report is submitted, approved, and project is 100% complete.

CTC Date Stamp	DGS-CFS Date Stamp

GRANTEE SIGNATURE

⑩ **Grantee Project Director or Designated Representative** **Date**

By signing this request for disbursement I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knokwledge and belief, is accurate. I certify that any and all fees due to the California Tahoe Conservancy have been paid. I am aware that there are significant penalties for submitting false or misleading information.

FOR STATE USE ONLY

⑪ **Grant Manager** **Date**

I certify that this request for disbursement, to the best of my knowledge and belief, is accurate and complete and I approve payment.

Rev. 2-11-14

Instructions for Grant Program Request for Disbursement

Information pertaining to this Grant program request for disbursement template is located in Exhibit B of the executed Grant Agreement.

FOR STATE USE ONLY

Line Item: Line Item listed per Exhibit B - Line Item Budget

Grant Allotment: Amounts allotted to Line Item Budget per Exhibit B of Grant Agreement.

% of Line Item Budget spent to date: Calculation of total expenditures divided by Grant Allotment. Shouldn't exceed 100%

TO BE COMPLETED BY GRANTEE/PROJECT DIRECTOR

① **Grant Request Number:** Assign a sequential grant request for disbursement number, for example: 1, 2, 3.

② **Billing Period:** Enter Billing Period of work performed. Example for quarterly billing: Jan 1, 2015 to Mar 31, 2015. Example for monthly billing: Jan 1, 2015 to Jan 31, 2015.

③ **Date:** Enter the Date the request is submitted.

④ **Previous Expenditures to Date:** From the last request for disbursement, enter line item amounts from "**Total Expenditures to Date.**" If first request, enter zero (0).

⑤ **Current Expenditures** (Grant Funds Only): Enter the current grant fund charges for this billing period.

⑥ **Total Expenditures to Date:** This is calculated by adding the Previous Expenditures and Current Expenditures.

⑦ **If Applicable:** Match Amount For This Request: COMPLETE ONLY IF MATCH IS INCLUDED IN THE GRANT AGREEMENT BUDGET. Enter the match dollars applied to this billing period.

⑧ **Total Amount Due This Request:** The amount due is the Total Current Expenditures.

⑨ **Final Request:** Check this box for final request for disbursement only.

⑩ **Grantee Program Director or Designated Representative:** Original signature and date (in ink).

FOR STATE USE ONLY

⑪ **Grant Manager:** Original signature and date (in ink).

EXHIBIT E
Eligible and Ineligible Costs

In general, only costs for items within the Scope of Work and the timeframe of the grant agreement are eligible for payment. Eligible expenses may be incurred by the grantee after the agreement is fully executed.

Eligible activities and expenses include, but are not limited to:

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers)
- pre-construction monitoring related to the goals of the project
- project management/administration
- preparation of contract documents
- preparation of grant-required documents
- project specifications, engineering, and cost estimates
- preparation and processing of permit applications, including SWPPPs
- other relevant costs approved by Conservancy staff

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before effective date of the grant agreement
- all costs related to the preparation and submittal of the grant application
- staff time beyond administration of grant products and requirements
- food, refreshments, and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- ongoing project site operations and maintenance
- travel not expressly identified in the grant budget
- per diem and mileage expenditures or at levels above State-authorized per diem amounts. Current rates are available online in chapter 700 (Travel) of the *California State Administrative Manual*
- funding for a purchase price above the appraised fair market value
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project

EXHIBIT F

REPORTING AND DATA REQUIREMENTS

WEBSITE ACCESSIBILITY

In accordance with California's Assembly Bill 434, documents prepared for publication on California State agency websites must comply with Level AA success criteria found in Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium (Gov. Code, § 11546.7., 7405 and 11135). Visit the California Department of Rehabilitation website for more details: https://www.dor.ca.gov/Home/AB434.

All deliverable documents must be submitted in Adobe PDF format, with a copy of a successful accessibility check report from Adobe Acrobat Pro CC. In addition, all original source documents (MS Office, Adobe Creative Cloud, etc.) must be delivered. For documents originating in Word, the original MS Word document in DOCX format must be provided, using the most recent version of MS Word, with a copy of a successful accessibility check report from Microsoft Word.

REPORTING ELEMENTS

· Project Name, CTA#
· Date Submitted; Reporting Period; Prepared by
· Invoice Number
· Summary of work completed during reporting period
· Discussion of any challenges or opportunities encountered
· Schedule Assessment (describe extent to which project is on track with the submitted schedule)
· Financial Analysis (describe extent to which the project costs are consistent with the submitted budget)
· Draft products, reports, interim findings, or other relevant data or materials produced
· Production Summary Table:

Product	Scheduled delivery date	Actual delivery date	Amount expended this period	Total amt. expended to date	% of total budget expended to date	Percent of task complete	Status

ANNUAL EIP REPORTING

· Grantees must submit their project to the Environmental Improvement Program (EIP) tracker (https://eip.laketahoeinfo.org/) within three months of grant agreement start date.
· Consult with the Tahoe Regional Planning Agency (TRPA) on EIP reporting, tracking, and performance requirements and complete reporting requirements (as applicable).

FINAL REPORTING

· Project Name, CTA#
· Date Submitted; Prepared by

· Brief summary of the objectives of the project and how these objectives were accomplished
· Findings, conclusions, data or recommendations for follow-up or ongoing activities
· Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.)
· Statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding
· Media coverage, as well as all promotional and educational materials produced
· Workplan work products and data, including public and agency meeting summaries (electronic)

METADATA STANDARD

The standard for GIS metadata in the State of California will adhere to the Federal Geographic Data Committee (FGDC) Standard. Organizations are free to develop, edit and enhance their organizational metadata based on the full FGDC standard, but as a minimum, the California Minimum Metadata Data Standard will provide organizations that ability to comply and document GIS data with the elements outlined below.

The FGDC Standard and the California Minimum Metadata Standard will apply to all authoritative and finalized GIS data products – to include both Raster and Vector data formats.

Abstract: Briefly describe what the dataset is about (who, what, where, when). Include any limitations of the dataset, assumptions made, and if there is anything special that the user of these data should be aware of.

Name: Uniquely identifies the dataset

Purpose: Briefly describe why the dataset was created.

Date: The date or range of dates when the data were gathered, or the date the photos, maps or other items at the core of the data set, were created.

Contact: Contact information for an individual or organization that is knowledgeable about the data set. Include:

Organization's Name: Program, administrative unit, and agency, company, or group name
Telephone Number: Including Area Code
E-Mail address: (Generic email address)

Field Definitions: List and define each field,

Abbreviation Definitions: For any field that contains numeric or alphabetic codes (e.g., SAC = Sacramento County), list each code/abbreviation and provide an unabbreviated definition.

Access/Use Constraints: Is there a need to limit who has access to see or read this dataset? If so, specify. If not, put "None". Also include how the data should be cited, if you want something specific.

Distribution: Define distribution constraints. Also designate the location of the data. If the data is distributed as a web service or end point, provide the url or link to the service

Progress: Complete or Incomplete.

Update Frequency: Possible values are: Continually, Daily, Weekly, Monthly, Annually, Unknown, As Needed, Irregular, None Planned, or …..

Projection: What is the Projected Coordinate System name?
Please define the ***complete*** projection information for your data here

Datum Which Datum is the projection in?
NAD83 (GCS_North_American_1983) (preferred)
NAD27 (GCS_North_American_1927)
WGS84 (WGS_1984)

ISO Topic Category and Category Code:

Farming	001
Biota	002
Boundaries	003
Climatology/ Meteorology/ Atmosphere	004
Economy	005
Elevation	006
Environment	007
Geoscientific Information	008
Health	009
Imagery/BaseMaps/ EarthCover	010
Intelligence/Military	011
Inland Waters	012
Location	013
Oceans	014
Planning / Cadastre	015
Society	016
Structure	017
Transportation	018
Utilities / Communication	019

Keywords: keyword tags that define the data. Example: Forest Cover – trees, canopy, woodland, coniferous, etc…

EXHIBIT G

MANDATORY INSURANCE PROVISIONS

Does not apply to State of California and Nevada Departments – Applies to ALL Subcontractors

INSURANCE. Throughout the time period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. Contemporaneous with the signing of this agreement, the CONTRACTOR shall file with a Certificate of Insurance, with a Best's Rating of no less than A:VII for Professional Liability Insurance and A:V for all other insurance showing. Documentation of such rating shall be provided at the same time Insurance Certificates are submitted.

In the event any policy is canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate of insurance prior to cancellation, the insurance shall be obtained on Contractor's behalf and the cost of the premium(s) shall be deducted from contract monies due the CONTRACTOR.

Worker's Compensation and Employers Liability Insurance:

By their signature hereunder, as CONTRACTOR, each person signing this agreement on behalf of the CONTRACTOR certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this contract.

If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS ($1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS ($1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy"

CONTRACTOR shall require all SUBCONTRACTOR to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be submitted upon demand.

General Liability Insurance:

CONTRACTOR shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- TWO MILLION DOLLARS ($2,000,000) each occurrence
- TWO MILLION DOLLARS ($2,000,000) aggregate

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- TWO MILLION DOLLARS ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- TWO MILLION DOLLARS ($2,000,000) Personal Injury Liability
- TWO MILLION DOLLARS ($2,000,000) for Products-Completed Operations
- TWO MILLION DOLLARS ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be THREE MILLION DOLLARS ($3,000,000).

Special Claims-Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written approval which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- TWO MILLION DOLLARS ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- TWO MILLION DOLLARS ($2,000,000) aggregate for Products Completed Operations
- TWO MILLION DOLLARS ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverage:

If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all polices shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved as noted above. In no cases shall the types of policies be different.

Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1) "_____ and the State of California, California Tahoe Conservancy, *its* officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

2) "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by _____ and no insurance held or owned by the California Tahoe Conservancy shall be called upon to contribute to a CONTRACTOR loss. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy.

Additional Liability Insurance

CONTRACTOR . shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than two million dollars ($2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles, trucks, and other vehicles.

Additional Requirements

Premium Payments: The insurance companies shall have no recourse against the California Tahoe Conservancy and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to Grantor approval.

CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

ATTACHMENT 1

California Tahoe Conservancy
Resolution
23-12-06
Adopted: December 14, 2023

DENNIS T. MACHIDA MEMORIAL GREENWAY GRANT

Staff recommends that the California Tahoe Conservancy (Conservancy) adopt the following resolution pursuant to Government Code section 66907.7.

> "The Conservancy hereby authorizes staff to award a grant to the City of South Lake Tahoe for up to $800,000 for feasibility, planning, and environmental review of the next section of the Dennis T. Machida Memorial Greenway Class 1 paved shared-use trail from its current terminus at Herbert Avenue towards Ski Run Boulevard and Van Sickle Bi-State Park, and to take all other necessary steps consistent with the accompanying staff recommendation."

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Conservancy at a meeting thereof held on the 14th day of December, 2023.

In WITNESS THEREOF, I have hereunto set my hand this 14th day of December, 2023.

Jane Freeman
_____
Jane Freeman
Deputy Director

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:12

Agenda Item: Quarterly Update on the Affordable Housing Waitlist

Executive Summary: On March 28, 2023, former Mayor Pro Tem Bass (seconded by Councilmember Wallace) requested that an item be brought to City Council to discuss the number of people actively waiting for affordable housing. The last quarterly update was on January 9, 2024, during this meeting City Council passed a motion 5-0 to direct staff to return during the next update with a breakdown on the number of units that represent the people on the waitlist. This report includes the information for the first quarter of 2024.

Requested Action / Suggested Motions: Receive and file.

Responsible Staff Member: Lydia Zuniga, Associate Management Analyst

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 - Quarterly Update.docx

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

Meeting Date: April 23, 2024

Title: Quarterly Update on the Affordable Housing Waitlist

Location: City-wide

Responsible Staff Member: Lydia Zuniga, Associate Management Analyst

Background: The Development Services submits quarterly reports to City Council on the number of people actively waiting for affordable housing. During the City Council meeting of January 9, 2024, City Council passed a motion 5-0 to direct staff to return during the next quarterly update with a breakdown on the number of units that represent the people on the waitlist.

Issue and Discussion: Before the City Council is the updated waitlist from the 8 Affordable Housing properties within the City (totaling 344 units) that the City is obligated to conduct monitoring to ensure compliance with funding source requirements.

For the end of the first quarter for 2024, the current list shows a decrease from 1173 to 1108. Based on a review of the individual lists, there are about 100+ names that appear on multiple lists. As such, there are approximately 1,000 individuals on the compiled lists. The approximate wait times range from 1-7 years depending on the size of unit.

Below is a chart outlining the breakdown of the units. The 1-bedroom units has 615 people on the list. Followed by the 2-bedroom units, which has about 280 and the 3-bedroom units has a total of 213 people, for a total of 1108. Staff was informed that 90% of the people on the list are locals.

Property	Units	Total number of people on the list	1 bedroom	2 Bedrooms	3 Bedrooms	TOTAL	How long is the list 1 BD?	How long is the list 2 BD?	How long is the list 3 BD?
Sierra Garden	76	87	39	48	N/A	87	3-5 yrs.	1-1.5 yrs.	N/A
Evergreen Tahoe Apts.	26	36	N/A	8	28	36	N/A	1 yr.	5-7 yrs.
Tahoe Valley Townhomes	70	59	25	19	15	59	2 yrs.	1 yr.	3 yrs.
Tahoe Senior Plaza	45	161	161	N/A	N/A	161	4-5 yrs.	N/A	N/A
Kelly Ridge	33	48	29	19	N/A	48	2-3 yrs.	3-4 yrs.	N/A
Tahoe Pines	28	18	N/A	8	10	18	N/A	1 yr.	3-5 yrs.
Aspens	48	362	93	109	160	362	4 yrs.	4 yrs.	4 yrs.
Sky Forest Acres	18	337	268	69	N/A	337	4 yrs.	5-6 yrs.	N/A
Total	**344**	**1108**	**615**	**280**	**213**	**1108**			

For the Lease to Locals Program the stats show that the Program is tapering off, which is consistent with other jurisdictions. All the leases under the Lease to Locals program are a 12-month lease.

Number of Years	Year	Grants (households)	People Housed Inc. Children	Grants Closed	Year Grants Closed	Leases Renewed
1	2021-2022	23	58	23	2023	13
2	2023	14	31	4	2024	3
3	2024	3	5	0	2025	0
Total		40	94	27		16

Summary

The waitlist serves to document the number of people actively seeking out affordable units vs the number that are immediately available. Those on the waitlist are choosing to wait for a unit while others may choose to not put their name on the list and seek alternative arrangements. As such, waitlists may be influenced by a variety of factors. Regardless, the need for affordable housing is well established.

Monitoring the waitlists quarterly may provide an indicator of the effectiveness of City and community efforts to address low-income housing needs. This staff report serves as a monitoring and reporting update to City Council.

Financial Implications: There are no costs associated with this report, except the staff time that would be needed to provide quarterly updates to Council. This report does not result in any modifications to any Housing Programs or has any financial implications.

Environmental Considerations: This is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications:

This item is consistent with the following adopted policies and programs:

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 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 5-1. The City shall promote housing opportunities for all persons regardless of source of income, age, race, religion, gender, sexual orientation, marital/familial status, national origin, disability, economic level, or other barriers that prevent choice in housing.

Program 2-9. The City shall continue to provide information that describes the myths and realities of multifamily and affordable housing development.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:13

Agenda Item: Agreement with Eide Bailly, LLP for Independent Audit Services for Fiscal Years 2023-2024 through 2025-2026 with Two Optional One-Year Extensions

Executive Summary: On May 15, 2018, the City Council approved a professional services agreement with Vavrinek, Trine, Day and Company, LLP (VTD) for Independent Audit Services for Fiscal Years 2017-2018 through 2020-2021 with consideration to extend the agreement for two more years if services were satisfactory. In July 2019, VTD merged with Eide Bailly LLP. On June 7, 2022, the City Council approved two-year extension with Eide Bailly to perform the audit for Fiscal Years 2021-2022 and 2022-2023. This contract has ended, and staff conducted a Request for Proposals (RFP). The City received proposals from five firms, including the current auditors. Five reviewers assessed the five firm proposals based on the mandatory and technical qualifications required by the RFP. The firm of Eide Bailly, LLP was rated the highest overall. Staff is requesting approval of Eide Bailly LLP contract which includes the audit years 2023-2024, 2024-2025, 2025-2026, with an option to extend for an additional two one-year periods.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute the agreement with Eide Bailly for Independent Audit Services for Fiscal Years 2023-2024 through 2025-2026 with two optional one-year extensions, with the not-to-exceed amounts for the first three years, including one Single Audit Program, of $110,000, $114,950, and $120,122 respectively.

Responsible Staff Member: Olga Tikhomirova, Director of Finance

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

Attachments:

01-Staff Report Audit Services 2024-2026.docx
02 - Eide Bailly Proposal.pdf
03 - PSA Eide Bailly.pdf
04 - CSLT 2024 Engagement Letter.pdf

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

Meeting Date: April 23, 2024

Title: Agreement with Eide Bailly, LLP for Independent Audit Services for Fiscal Years 2023-2024 through 2025-2026 with Optional Two (2) One-Year Extensions

Location: Citywide

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

Background: Annually, the independent auditors perform an audit of the financial statements and transactions of the City of South Lake Tahoe. The auditors also prepare a Single Audit Report for federal grant expenditures, a GANN Limit Agreed-Upon Procedures and a Memorandum on Internal Controls.

On May 15, 2018, the City Council approved a professional services agreement with Vavrinek, Trine, Day & Company, LLP (VTD) for Independent Audit Services for Fiscal Year 2017-2018 through 2020-2021 with consideration to extend the agreement for two more years if services are satisfactory. In July 2019, VTD merged with Eide Bailly LLP. The lead audit partner assigned to the engagement under VTD continued to be the audit partner assigned to the engagement under Eide Bailly but subsequently rotated as mandated by Section 203 of the Sarbanes-Exley Act. On June 7, 2022, the City Council approved two-year extension with Eide Bailly to perform the audit for Fiscal Years 2021-2022 and 2022-2023. This contract has now ended, and staff conducted a Request for Proposals (RFP).

The Government Finance Officers Association of the United States and Canada (GFOA) recommends that governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors. Multiyear agreements can take a variety of different forms (e.g., a series of single-year contracts), consistent with applicable legal requirements. Such agreements allow for great continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain “startup” costs over several years, rather than over a single year.

GFOA recommends that governmental entities undertake a full-scale competitive process for the selection of independent auditors at the end of the term of each audit contract, consistent with applicable legal requirements. Ideally, auditor independence would be enhanced by a policy requiring that independent auditor be replaced at the end of the contract, as is often the case in the private sector. Unfortunately, the frequent lack of competition among audit firms fully qualified to perform public-sector audits could make a policy of mandatory auditor’s rotation counterproductive.

In such cases, it is recommended that a governmental entity actively seek the participation of all qualified firms, including the current auditors. Where audit firm rotation does not result from

this process, it is recommended that governments consider requesting rotation of the senior engagement staff.

Issue and Discussion: Staff conducted a Request for Proposals (RFP) and selection for independent auditor services for the City's annual financial audit. The RFP was posted on the City's online bidding system. The City received proposals from five firms.

The proposals were screened for mandatory elements, such as:

- Firm must be independent of City of South Lake Tahoe.
- Firm and all assigned key professional staff are licensed to practice as certified public accountants in California.
- Continuing professional education provided to audit staff in the last three years.
- No conflict of interest with regard to any other work performed by the firm for the City of South Lake Tahoe.
- Review of the firm's most recent external quality control peer review report, and record of quality audit work.
- Firm adheres to and is responsive to instructions in the RFP.

The proposals were also evaluated based on technical qualifications, such as:

- Experience and performance on comparable municipal government audits.
- Quality of professional personnel to be assigned to the audit.
- Audit approach, including analytical procedures, sampling techniques and adequacy of proposed audit staffing plan.

Five reviewers assessed the five firm proposals based on the mandatory and technical qualifications required by the RFP (some of which are listed above). The grid below is a recap of the review.

Vendor/Proposer Name	Evaluator #1 Total Score	Evaluator #2 Total Score	Evaluator #3 Total Score	Evaluator #4 Total Score	Evaluator #5 Total Score	Total Score	Total Interview Score	Total Final Score	Ranking
Maze & Associates	93	77	84.5	88	86.5	429	21	450	3
Eide Bailly	92	81	85.25	90	84.25	432.5	30.25	462.75	1
Badawi & Associates	81	87	85	89	92	434	22.5	456.5	2
LSL	80	72	80.75	84	82.75	399.5			
Harshwal & Company	73	71	78.25	80	83.25	385.5			

The firm of Eide Bailly LLP was rated the highest overall. Eide Bailly LLP seemed to have a thorough understanding of the scope of the audit and a reasonably priced hourly rate.

A complete copy of their proposal is attached in which they have listed over 40 city clients throughout California and over 30 California city clients that have been awarded and maintain the GFOA's Certificate of Achievement for Excellence in Financial Reporting. The firm has served local governments in California for over 70 years performing numerous audits of government entities, including cities, counties, special districts. The firm has also been ranked within the "top 25" accounting firms in the United States with a significant percentage of the practice devoted to the governmental audit and consulting practice.

Financial Implications: Staff is requesting approval of Eide Bailly LLP contract which includes the audit years 2023-2024, 2024-2025, 2025-2026, with an option to extend for an additional two one-year periods. The fixed rate for the first three years, which includes one Single Audit Program, is $110,000, $114,950, and $120,122 respectively. The Professional

Services agreement (PSA) has been reviewed by the City Attorney and reviewed and approved by Eide Bailly LLP. The cost is within the expected budget for this type of services and will be budgeted in each year following the audit year in account number 100-01511-42020.

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

Policy Implications: Consistent with City’s Financial Policies.



December 18, 2023

Proposal for Professional Auditing Services | Request for Proposal (RFP) # 2023-12-18

CITY OF SOUTH LAKE TAHOE

Submitted By:

Eide Bailly LLP
Roger Alfaro, CPA, CITP | Partner
909.755.2829 | ralfaro@eidebailly.com

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EideBailly®

What inspires you, inspires us.
eidebailly.com

Cover Letter

CPAs & BUSINESS ADVISORS

December 18, 2023

Olga Tikhomirova
Director of Finance
City of South Lake Tahoe
1901 Lisa Maloff Way Ste 210
South Lake Tahoe, CA 96150

Dear Olga,

Thank you for giving Eide Bailly the opportunity to propose on professional auditing services for the City of South Lake Tahoe (City). We enjoy working with the City and value our relationship. Based on our intimate understanding of your operations, industry experience and additional resources and services we can offer, we believe we remain the right firm for the City.

Identification of Firm

Eide Bailly LLP
2151 River Plaza Dr #308
Sacramento, CA 95833
T 916.570.1880

Contact Person

Roger Alfaro, CPA | Partner
909.755.2829 | ralfaro@eidebailly.com
2151 River Plaza Dr #308 | Sacramento, CA 95833

Statement of Validity

This proposal is valid for a period of 120 days from the date of submittal.

Please contact me if you would like to discuss any aspect of this proposal.

Warm regards,

Roger Alfaro, CPA | Partner
909.755.2829 | ralfaro@eidebailly.com

Executive Summary

WE WANT TO WORK WITH YOU

Extensive Government Industry Experience: Business is about more than numbers, and we are active in the industries we serve. We stay abreast of current issues impacting the government industry and grow our knowledge by attending workshops and trainings. During your engagement, we'll work closely with your management team to identify issues and provide responsive solutions tailored to your organization. As a valued client, you'll also experience:

- **Local Office Presence**: While you'll continue to be served by professionals in our Sacramento office, the City will also have access to national resources, including more than 3,000 professionals with diverse skill sets and experiences across the firm.
- **Proactive Communication**: As in the past, your service team to keep you informed of changes affecting your organization.
- **Partner Involvement**: You can anticipate partner and senior staff involvement not only during the audit engagement, but also throughout the year as issues, questions and opportunities arise.

Timeliness: We'll meet your deadlines. Our professionals are trained to anticipate, identify and respond to your needs in a timely manner. We'll work closely with your management team to customize our services to your needs. We believe in clear, up-front and open communication with no surprises. We understand and will comply with the schedules and scope for the engagement, as outlined in your request, and will perform all work within the timeframes outlined.

Unmatched Client Service is Our Passion: Our history of high staff continuity — significantly higher than most firms — means you'll work consistently with the same team, all of whom have been chosen because of their experience serving and advising government entities similar to the City. Working with Eide Bailly means all your service needs will be addressed within a single, core team, resulting in greater efficiency and scale.

Thought Leadership: We are leaders in the government industry, offering valuable perspectives beyond our core strength of accounting and tax compliance. We're business advisors who want to help guide the strategy and operations of your organization, and we'll make sure you feel connected and understand the process. Our professionals work closely together so you receive valuable service from people who understand your needs and know your business.



EXPERIENCE

Our experienced professionals are committed to the industries we serve. We focus on training, and we like to think of ourselves as thought leaders.

PEOPLE

We're a team of collaborators and innovators. Our culture is the heart of our firm, and we're always working together to do things differently and better.

COMMUNICATION

Open, honest, frequent communication ensures that you're not in for any surprises. We'll stay in touch throughout the year so you feel understood, connected and confident.

CORPORATE RESPONSIBILTY

We consider ourselves good corporate citizens—caring for our people, giving back to our communities, and taking care of our environment.

We Want to Work with You: We've developed the following proposal with the City of South Lake Tahoe in mind, and we'll provide timely, personalized services for you. We know you and your staff and understand your specific challenges and opportunities. We deliver honest and insightful advice beyond what is normally experienced in the public accounting industry. Our tagline, **what inspires you, inspires us**, is more than words to add to marketing materials. We gain energy from those we serve, which turns into a passionate interest in our clients' success.

The following pages highlight our firm's strengths and solutions we can provide for the City. We believe this demonstrates why Eide Bailly merits serious consideration. You'll remain a highly valued client, and we would be proud to work with the City of South Lake Tahoe, expanding our trusting relationship with your team. Please contact me if you would like to discuss any aspect of this proposal.

Warm regards,



Roger Alfaro, CPA | Partner
909.755.2829 | ralfaro@eidebailly.com



Company History, Background and Experience

WHAT INSPIRES YOU, INSPIRES US

Your experience will be different than working with other CPA firms because we offer knowledge and skills backed by more than 100 years of service. Our professionals deliver industry and subject matter expertise resourcefully, ensuring we're providing guidance that directly reflects your needs. Our clients benefit from local, personal service and, at the same time, enjoy access to more than 3,000 professionals with diverse skill sets and experiences.

Navigating a Path to Success Together

By embracing change and focusing on innovative ideas, we've grown along with our clients to become one of the top 25 accounting firms in the nation. Accounting is about numbers, but our business is about relationships.

We'll be there for you every step of the way. Talented, down-to-earth people work at our firm, and we're inspired to deliver outstanding expertise and care. We're driven to help you take on the now and the next with inspired ideas, solutions and results.

Our work with clients is more than an engagement. It's a relationship, built on values and trust — and results. When working with Eide Bailly, you'll:

- Work with professionals who truly care about your business and will take the time to get to know you and your organization.
- Gain insight from our industry and service specialists to accomplish your objectives, address challenges and leverage new opportunities.
- Make better business decisions knowing you're guided by advisors who care about your success.
- Appreciate our hands-on service style; we're always looking for new ways to solve your problems or help you embrace opportunities.

SIZE OF FIRM, GOVERNMENT AUDIT STAFF AND LOCATION

3,000+
PROFESSIONALS FIRMWIDE

275+
GOVERNMENT PROFESSIONALS

LOCATION OF OFFICE
2151 River Plaza Dr #308
Sacramento, CA 95833

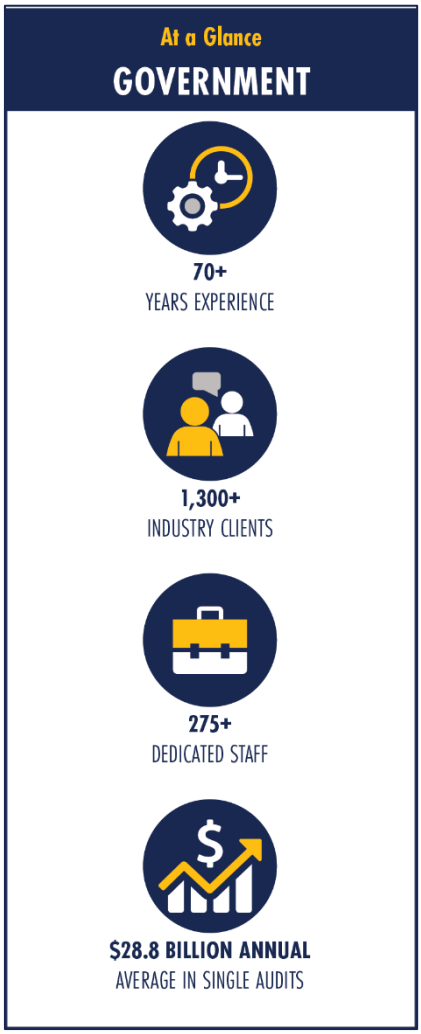


WE UNDERSTAND GOVERNMENTS

Our firm's Government Industry Group has 275+ full-time professionals who share information, learn from others and stay up to date on industry developments. To gain the greatest benefit, the knowledge is shared with professionals across the firm.

The government industry represents one of Eide Bailly's largest niche areas — with more than 1,300 government clients firmwide. We provide audit services for a variety of cities, counties, colleges and universities, fire relief agencies, housing authorities, school districts, state agencies and tribal entities. Through serving these clients, our professionals have gained focused expertise in the government industry and will provide you with insightful advice.

These services include, but are not limited to, evaluating internal control structure, assessing control risk and performing tests of controls, as well as testing compliance with applicable laws and regulations in accordance with *Government Auditing Standards*.



Government Industry Involvement

Eide Bailly prioritizes staying current with changes to the government industry. We help clients adapt to changes within the existing standards and implement any new standards. Our team members are engaged in the government industry and are well positioned in organizations associated with government entities. We are leaders in the Governmental Accounting Standards Advisory Council (GASAC), the American Institute of Certified Public Accountants' (AICPA) Governmental Audit Quality Center (GAQC), AICPA State and Local Government Expert Panel, Private Companies Practice Section (PCPS) Technical Committee, local and national boards of the Association of Government Accountants (AGA), including the Financial Management Standards Board, and the review committee for the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting. Due to our leadership positions, you will have access to information not available from other accounting firms.

We regularly attend Governmental Accounting Standards Board (GASB) meetings throughout the year and communicate the results of those meetings to our clients through newsletters, e-blasts and webinars. We are also involved with GASB's financial reporting reexamination task force shaping the future of state and local government accounting and reporting and participate in the reexamination of the revenue and expense model and note disclosure projects with GASB.

PROUD TO SERVE CALIFORNIA GOVERNMENTS

We have served local governments in California for over 70 years performing numerous audits of government entities. A summary of California government clients served is provided below:

CITIES

City of Alameda	City of Folsom	City of Lemon Grove	City of Rancho Mirage	City of Saratoga
City of Brawley	City of Foster City	City of Los Altos	City of Rohnert Park	**City of South Lake Tahoe**
City of Brea	City of Glendale	City of Monte Sereno	City of Roseville	City of Suisun City
City of Brentwood	City of Gonzales	City of Napa	City of Sacramento	City of Temecula
City of Campbell	City of Grand Terrace	City of Oceanside	City of San Jacinto	City of Temple City
City of Chico	City of Greenfield	City of Palmdale	City of San Leandro	City of Walnut
City of Concord	City of Huntington Park	City of Paramount	City of San Ramon	City of Walnut Creek
City of Dana Point	City of Indian Wells	City of Pleasanton	City of Santa Clara	City of Whittier
City of Davis	City of Laguna Beach	City of Rancho Cordova	City of Santa Clarita	
City of Fairfield	City of Laguna Niguel	City of Rancho Palos Verdes	City of Santa Cruz	

TRANSPORTATION

	Orange County Transportation Authority	Riverside County Transportation Commission
John Wayne Airport	Sacramento Area Council of Governments	Golden Gate Bridge, Highway & Transportation District
Caltrain	Transportation Authority of Marin	San Francisco County Transportation Authority
North County Transit District	Sacramento International Airport	Alameda County Transportation Commission
Monterey-Salinas Transit	San Mateo County Transit District	Santa Clara Valley Transportation Authority
High Desert Corridor JPA	Victor Valley Transit Authority	Imperial County Transportation Commission
SR 91 Express Lanes	San Joaquin Regional Rail Commission	Ventura County Transportation Commission
Omnitrans	Solano Transportation Authority	Capital SouthEast Connector JPA

SEWER, SANITATION & FLOOD AGENCIES

Bayshore Sanitary District	Fairfield-Suisun Sewer District	Knights Landing Community Services District
Central Contra Costa Sanitary District	Sacramento Area Sewer District	Sacramento Regional County Sanitation District
Central Marin Sanitation Agency	West Bay Sanitary District	Alameda County Waste Management Authority
Cupertino Sanitary District	Orange County Waste & Recycling	Vallejo Sanitation and Flood Control District
Delta Diablo Sanitation District	Oro Loma Sanitary District	Madison Community Services District
East Bay Discharge Authority	West Valley Sanitation District	Riverside County Waste Management
Union Sanitary District	Ross Valley Sanitation District	

COUNTY GOVERNMENTS

County of Imperial	County of Orange
County of Riverside	County of Shasta
County of Sacramento	County of Solano
County of San Diego	County of Sonoma
County of San Joaquin	County of Ventura
County of San Bernardino	County of Yolo
County of San Benito	County of Placer

WATER AGENCIES

Helix Water District	Sacramento County Water Agency
Santa Clara Water District	Sacramento Groundwater Authority
Reclamation District 2035	Elsinore Valley Municipal Water District
Santa Margarita Water District	Montara Water and Sanitary District
Yolo-Davis Clean Water JPA	Beaumont Cherry Valley Water District
Yucaipa Valley Water District	Municipal Water District of Orange County
Moulton Niguel Water District	California State Department of Water Resources
Suisun-Solano Water Authority	

Implementation of New Standards

In an industry where standards continually evolve and change, Eide Bailly makes it a priority to stay current and assist our clients with necessary changes. In addition to helping clients implement new standards, we also help them adapt to changes within the existing standards.

Several of our professionals serve on committees that have direct input into writing new standards. This enables our involvement from the beginning and ability to influence the final outcome. Our clients benefit from our strong understanding of the standards and how they may affect their organization. We will work with the City to create a plan to address new standards one to two years prior to implementation.

Single Audit Experience

Eide Bailly has experience providing single audits related to federal expenditures which ensure our clients remain compliant. Our single audits include an audit of both the financial statements and the federal awards. We also assist in the preparation of the Data Collection Form and prepare the reporting package for submission to the Federal Audit Clearinghouse.

Eide Bailly has a three-year average of auditing more than $28.8 billion in federal expenditures, which provides us with extensive experience in single audits. Not only are we on the forefront of new regulations, but because of our vast experience with government entities, we are also familiar with a wide variety of federal programs. As the City looks to expand its current federal programs, we can pull from our expansive database of federal programs that we have audited and provide consultation on what has worked effectively for other entities. This will help the City establish strong controls and processes over new federal programs rather than trying to rework controls and processes after the programs are established.

GFOA

Certificate of Achievement for Excellence in Financial Reporting

We recognize the importance of achieving the GFOA Certificate of Achievement for Excellence in Financial Reporting and work with our clients to achieve this certification. Several members of our government industry group are reviewers of the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program. Below is a partial listing of our government audit clients that have been awarded and maintain this certification.

City of Brea, CA	City of San Ramon, CA
City of Chico, CA	City of Boise City, ID
City of Davis, CA	City of Dana Point, CA
City of Fargo, ND	City of Lake Tahoe, CA
City of Minot, MN	City of Louisville, CO
City of Snyder, TX	City of Paramount, CA
City of Walnut, CA	City of Pleasanton, CA
City of Alameda, CA	City of Sacramento, CA
City of Buckeye, AZ	City of Santa Cruz, CA
City of Concord, CA	City of Maple Grove, MN
City of Corinth, TX	City of San Leandro, CA
City of Durango, CO	City of Sioux Falls, SD
City of Wichita, KS	City of Suisun City, CA
City of Campbell, CA	City of Temple City, CA
City of Glendale, CA	City of Indian Wells, CA
City of La Palma, CA	City of Laguna Beach, CA
City of Moorhead, MN	City of Walnut Creek, CA
City of Redlands, CA	Town of Flower Mound, TX
City of Temecula, CA	City of Laguna Niguel, CA
City of Whittier, CA	City of Rancho Mirage, CA
City of Camarillo, CA	City of Rancho Cordova, CA
City of Fairfield, CA	City of Salt Lake City, UT
City of Lafayette, CO	City of Brookings, SD
City of Palmdale , CA	City of South Lake Tahoe, CA
City of Roseville, CA	City of Rancho Palos Verdes, CA

Our single audit experience includes the Department of Education, Department of Housing and Urban Development, Department of Agriculture, Department of Commerce, Department of Interior, Department of Transportation, Department of Justice, Department of Labor, Department of the Treasury, Department of Health and Human Services, Homeland Security, National Foundation on the Arts and the Humanities, Environmental Protection Agency, Department of Energy, Office of the National Drug Control Policy, Department of Defense and the Bureau of Land Management.

Paired with our many years of experience, we are qualified to effectively work with your organization to ensure federal requirements are met.

Thought Leadership

SIGN UP FOR NEWSLETTERS, E-BLASTS AND WEBINARS: www.eidebailly.com

A number of Eide Bailly partners are nationally recognized state and local government thought leaders who present at dozens of national venues throughout the year. These venues include: GFOA; National Association of State Auditors, Comptrollers and Treasurers; California Society of CPAs; California Society of Municipal Finance Officers; Oregon Government Finance Officers Association; California State Association of County Retirement Systems; California Association of Public Retirement Systems; AGA National Professional Development Conference; National Association of Housing and Redevelopment Officials (NAHRO); Iowa Society of CPAs; Idaho Society of CPAs; Utah Society of CPAs; and Colorado GFOA.

We also provide training for state and local agencies, including the Controllers' offices of the State of Tennessee, Texas State Auditor, State of Montana, Commonwealth of Massachusetts and the State of Nevada.

Furthermore, Eric Berman, Partner, is the author for the entire Governmental Library for Commerce Clearinghouse Wolters Kluwer (CCH). This library serves as the interpretative reference on government Generally Accepted Accounting Principles (GAAP), government best practices and government audits for governments, auditors and educators nationwide. Eric will be an additional resource and is available to assist or consult as needed.

Online Publications: We publish articles related to hot issues within the government accounting arena. Below is a list of some of the recent articles posted to our website and emailed to our clients:

- What Governments Need to Know about Fiscal Year End
- Best Practices for Governmental Financial Management Policies
- Compensated Absences: Changes Coming with GASB-101

GOVERNMENT UPDATES

www.eidebailly.com/gasb2023

Our complimentary recorded webinars provide a comprehensive overview of the latest GASB updates and implementation strategies, issues affecting governments, best practices and pitfalls to avoid.

Recorded Webinars

June 30th is Coming: Are You Ready? (June 2023)
GASB Public Retirement Plan Update (April 2023)
GASB 87, 94 and 96 An Intro and Comparison (Feb. 2023)
GASB Update for Year-End 2022 (Dec. 2022)
Subrecipient, Beneficiaries and Federal Grant Operations (Nov. 2022)
Government 101: Back to Basics (Sept./Oct. 2022)
GASB-87, Leases: One Last Look for Lessors (June 2022)
GASB-87, Leases: One Last Look for Lessees (March 2022)
A Government's Risks and What is GASB Proposing to Disclose? (March 2022)
GASB 87, Leases: Your Frequently Asked Questions and Potential Issues (Jan. 2022)

Independence

Eide Bailly is independent of the City of South Lake Tahoe as defined by the rules of the American Institute of Certified Public Accountants (AICPA), Public Company Accounting Oversight Board (PCAOB). None of the members of our firm have a direct or indirect interest in the City of South Lake Tahoe.

The second general standard for auditing requires the audit organization and the auditors be free from personal and external impairments to independence. As defined by these standards, Eide Bailly is independent in fact and in appearance, and no relationships, either personal or professional, exist that would cause our firm to not be impartial in dealing with the City of South Lake Tahoe.

Should Eide Bailly enter into any professional relationships deemed relevant during the course of this engagement, we will notify you in writing of such relationship.

Licensed to Practice

Eide Bailly and each of the professional staff assigned to the City are properly registered and licensed to practice in California.

Firm Registrations:

California Secretary of State Registration Number: 20 2020 121 001
California State Board of Accountancy Permit Number: 5973

All assigned key professional staff have complied with government qualification standards, including government continuing education requirements.

Peer Review

Our membership with the AICPA requires a third-party peer review of our audit and accounting practice every three years. Our most recent quality review, included on the following page, included several government engagements and received a rating of 'Pass'.

Cherry Bekaert LLP
CPAs & Advisors

Report on the Firm's System of Quality Control

January 20, 2021

To the Partners of Eide Bailly LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eide Bailly LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Eide Bailly LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Eide Bailly LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP

Desk Reviews, Litigation and Disciplinary Actions

Pursuant to state-specific code, desk reviews are performed on certain audited financial statements and field reviews of audited financial statements and supporting working papers on a regular basis. In addition, Uniform Guidance and federal grant agreements and contracts may also require the review of financial statements and/or working papers by a federal or state agency. As these reviews are conducted, Eide Bailly cooperates fully with the agency requiring such reviews.

The firm and its partners, as well as our clients, may periodically be the subject of investigations, formal or informal inquiries, or requests for information from a variety of regulatory agencies. It is the policy of the firm not to discuss these matters, or any client-related matters, outside of the firm. It is the firm's opinion that none of these activities have a material impact to the firm.

No member of the engagement team assigned to the City has been the subject of investigation or action by any law enforcement or regulatory agency in the past three years.

Principal Supervisory and Management Staff

AN EXPERIENCED SERVICE TEAM

We're passionate about our work—and your success. We have selected professionals for your service team who are the right fit for your engagement, based on their knowledge and experience in the government industry and with the City.

Roger Alfaro will lead the engagement team and serve as the Audit Engagement Partner and **David Showalter** will serve as the Technical Review Partner. **Kinnaly Soukhaseum** will serve as Consulting Partner, and **Kyle Bartle** will serve as the Audit Senior Manager. These professionals are licensed to practice as certified public accountants in California and have a strong desire to work with the City.

Senior and Staff Associates

All of our seniors that are expected to work on your engagement have more than three years of experience in public accounting and specialize in the government industry. We require Yellow Book compliance for all members of our assurance staff. This means no fewer than 24 hours of specific government education courses each two years. Most members of our audit staff significantly exceed that amount. Once an agreeable timeline has been determined, we will assign our talented seniors and staff to your engagement.

Staff Availability

Once engaged, we will meet with the City to discuss timing needs and structure our commitment of resources accordingly. We have reviewed our workload and are confident through the size of our firm and our resources—not only in California, but also across the firm—we have the capacity to serve the City now and in the future. Although we are committed to other projects, we are adept at managing workflow and projects and can be flexible in allocating staff time. We are confident we have the resources to meet your needs.

Team Overview

We know the importance of a strong business relationship, so we keep staffing changes to a minimum year-to-year. Eide Bailly has a high retention rate, allowing us to provide stability. The following information will provide an overview of your service team:

ROGER ALFARO, CPA, CITP

Partner

INSPIRATION: I enjoy helping governments achieve the next level of operations, transparency, and knowledge.

909.755.2829 | ralfaro@eidebailly.com



Roger provides accounting, audit and advisory services to commercial and government entities throughout California. His experience includes manufacturing, healthcare, nonprofit and government entities including cities, counties, special districts and state agencies.

Roger began his professional career with a Big 4 International firm working with large commercial and government entities. His expertise includes the complex accounting and regulatory requirements for single audit compliance, and he is recognized as a leader in Uniform Guidance audit requirements.

He has conducted financial statement audits for commercial and public companies and single audits for government agencies with assets exceeding $1 billion.

Client Work

Advises and assists clients with disclosure, financial reporting and compliance requirements pursuant to the GFOA Certificate Program. He provides training to staff through in-house conferences to ensure consistency and knowledge throughout the team, and also provides audit and accounting updates for many of his government clients.

Memberships

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

Government Finance Officers Association Certificate Program Special Review Committee

Designation/Licensures

Certified Public Accountant

Certified Information Technology Professional

Education

Bachelor of Science, Business Administration - California State University, San Bernardino

Relevant Clients

City of Palmdale
City of Brea
City of Temecula
City of Indian Wells
City of Rancho Mirage
City of Whittier
City of Walnut
City of Temple City
City of Sacramento
City of Laguna Niguel
City of Laguna Beach
City of Camarillo
City of Paramount
City of Pleasanton
City of Rancho Palos Verdes

Relevant CPE Courses for Roger Alfaro

Course Title	Sponsor	Date	Credits
2023			
ASN: 2023	Eide Bailly LLP	Various	4.5
Fall A&A Update 2023	Eide Bailly LLP	10/26/2023	6.0
Internal Audit Summit	Eide Bailly LLP	08/23/2023	10.5
Single Audit Update	Eide Bailly LLP	07/17/2023	2.0
TNN 2023	Eide Bailly LLP	06/28/2023	1.0
2023 Partner Meeting	Eide Bailly LLP	06/21/2023	1.0
Government Update	Eide Bailly LLP	05/16/2023	7.0
GASB 87 and 96: An Intro and Comparison	Eide Bailly LLP	02/15/2023	2.0
Fraud Auditing and Investigation	Checkpoint	02/04/2023	4.0
2022			
Cyber Never Sleeps: How to Prevent and Protect Your Organization	Becker	12/23/2022	2.0
Real Frauds Found in Governments: Case 3: Management Override; Case 4: Procurement Cards; and Case 5: Cyber Fraud (Yellow Book Compliant)	AICPA	11/23/2022	5.0
GASB 94 – Public Private and Public-Public Partnerships and Availability Payment Arrangements	Becker	11/23/2022	2.0
Subrecipient, Beneficiaries, Why the Difference Matters to Federal Grant Operations	Eide Bailly LLP	11/07/2022	2.0
Internal Inspection, Inventory Observation, Analytics and Expectation of precision for review engagements	Eide Bailly LLP	10/28/2022	1.5
IT Controls, Information Technology Risk Advisory Services Group, SAS 142 Update , Lease Template, and Suralink Demo	Eide Bailly LLP	08/26/2022	1.5
Single Audit Update	Eide Bailly LLP	Various	6.0
NTO Virtual Office Visit 2022-07: International, Global Mobility & SALT	Eide Bailly LLP	07/13/2022	1.0
NPO Audit	Eide Bailly LLP	06/30/2022	2.0
Auditing Leases and Journal Entry Testing	Eide Bailly LLP	06/24/2022	1.5
Eide Bailly - A&A Update SPRING	Eide Bailly LLP	05/24/2022	6.0
Lease Query	Eide Bailly LLP	05/06/2022	1.5
2021			
Economic and Market Update	Eide Bailly LLP	11/22/2021	1.0
Eide Bailly 2021 Fall A&A Update Session 2- Leases	Eide Bailly LLP	10/28/2021	2.0
2021 Fall A&A Update- Intangibles, Financial Instruments, Credit Losses	Eide Bailly LLP	10/21/2021	2.0
Compliance Supplement Update and The Various Federal COVID Acts	Eide Bailly LLP	09/21/2021	1.5
Internal Audit Summit Day 1	Eide Bailly LLP	08/12/2021	3.0
Becoming a Trusted Advisor to Your Government Client	Eide Bailly LLP	07/26/2021	1.5
Healthcare & Government Retreat	Eide Bailly LLP	07/22/2021	10.0
The ARPA Basics & What We Can Do for Our Governments	Eide Bailly LLP	06/25/2021	2.0
Becoming a Trusted Advisor to your Government Client	Eide Bailly LLP	06/21/2021	1.5
Partner Meeting - Keynote 2021	Eide Bailly LLP	06/15/2021	2.0
California EQR Process, Results and Consultations Training	Eide Bailly LLP	04/20/2021	4.0
GASB Webinar Series 2021	Eide Bailly LLP	02/18/2021	1.0
Single Audit Webcast: 2020 Compliance Supplement Addendum	Eide Bailly LLP	01/05/2021	1.0

DAVID SHOWALTER, CPA

Partner



INSPIRATION: I truly enjoy serving my clients and assisting them with complex accounting and financial reporting issues. What really excites me is developing long-term business relationships with my clients and building on that trust and relational experience to continuously provide the highest level of service.

909.755.2711 | dshowalter@eidebailly.com

David has focused his practice on conducting audits and advisory services for state, regional and local governments, including state departments, counties, cities, special purpose governments, utilities, transportation, First 5 commissions, and health care providers. He is responsible for the oversight of audit and advisory engagements and also, as appropriate, for the recommendation of internal control structures and best practices. Previously, he worked for one of the international Big 4 accounting firms working within the SEC and government arena and providing assurance services to manufacturing, retail and service entities, including SEC reporting and filing. His combined experiences have provided a base for his clients to trust the reliability and accuracy of the accounting and compliance information that he provides.

David provides annual training to firm staff through in-house continuing professional education to ensure consistency and knowledge are not just at the partner level but also with the entire team providing services to our clients. He also provides annual audit and accounting updates for many of his governmental clients and industry groups.

David's clients trust his level and depth of knowledge of the reporting and compliance requirements under generally accepted accounting principles, including changes promulgated through the GASB, Financial Accounting Standards Board (FASB), Generally Accepted Government Auditing Standards and the Federal Uniform Guidance. With David's experience working with a variety of government, healthcare and nonprofit entities, he provides a unique perspective to his clients and in the evaluation of their financial reporting, internal controls and governance.

Client Work

20+ years conducting audits of government and nonprofit entities.

Serves on the CalCPA Governmental Accounting & Auditing Committee.

Served on a consultative group for GASB.

Memberships

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

Designation/Licensures

Certified Public Accountant

Education

Bachelor of Science, Business Administration, Accounting - California State University, San Bernardino

Community

The Grove Community Church, Finance Committee

Relevant Clients

City of Alameda
City of Concord
City of Covina
City of Davis
City of Fairfield
City of Folsom
City of Glendale
City of La Palma
City of Lake Forest
City of Palmdale
City of Riverside
City of Sacramento
City of Walnut Creek

Relevant CPE Courses for David Showalter

Course Title	Sponsor	Date	Credits
2023			
California Regulatory Review	Becker	11/07/2023	2.0
Government Ethics and Independence	Becker	11/01/2023	2.0
Annual Professional Ethics Update 2023	Becker	11/01/2023	2.0
2023 Uniform Guidance Update	Becker	11/01/2023	1.0
ASN: 2023	Eide Bailly LLP	Various	6.0
September 2023 GAAC Meeting	CalCPA	09/14/2023	5.0
Corruption, Part 1	Becker	08/31/2023	1.5
Fraud and the Need for Forensic Accounting Engagements	AICPA	08/11/2023	1.0
Financial Statement Fraud	Becker	08/11/2023	2.5
GASB 96: Subscription-Based Information Technology Arrangements	Becker	08/09/2023	1.0
GASB 94: Public Private and Public-Public Partnerships and Availability Payment Arrangements	Becker	08/09/2023	2.0
Healthcare Retreat	Eide Bailly LLP	07/13/2023	9.5
2023 Partner Meeting	Eide Bailly LLP	06/21/2023	1.0
Government Update	Eide Bailly LLP	05/16/2023	7.0
February 2023 GAAC Meeting	CalCPA	02/09/2023	2.0
California Tax Update for Individuals & Businesses	Eide Bailly LLP	01/23/2023	1.0
2022			
Advisory Board Healthcare State of the Union	Eide Bailly LLP	12/05/2022	1.0
Nonprofit Audit & Assurance Update	Eide Bailly LLP	11/30/2022	1.0
Professionalism Reset Training	Eide Bailly LLP	11/16/2022	1.0
ASN 2022	Eide Bailly LLP	Various	7.5
Eide Bailly Fall A&A Update	Eide Bailly LLP	10/27/2022	3.0
Current Year Single Audit Matters and Challenges	Eide Bailly LLP	10/25/2022	1.0
Introduction to Healthcare Executive Services and Outsourced and Managed Services	Eide Bailly LLP	10/20/2022	1.0
HUD: Audit Update for Multifamily Housing and Public Housing	Eide Bailly LLP	10/18/2022	8.
Reporting Requirements, Common Deficiencies in Single Audits	AICPA	10/13/2022	1.0
October 2022 GAAC Meeting	CalCPA	10/06/2022	3.0
Join Us: Eide Bailly NetSuite Healthcare Collaboration	Eide Bailly LLP	08/29/2022	1.0
Single Audit Update	Eide Bailly LLP	08/24/2022	2.5
NPO Audit	Eide Bailly LLP	07/28/2022	2.0
Healthcare Retreat	Eide Bailly LLP	Various	6.0
Partner Meeting	Eide Bailly LLP	06/15/2022	2.0
Eide Bailly - A&A Update SPRING	Eide Bailly LLP	05/24/2022	6.0
GASB-87, Leases – One Last Look for Lessees	Eide Bailly LLP	05/18/2022	1.5
2021			
Auditor's Response to the Fraud Risk Assessment	Checkpoint	12/31/2021	5.0
Eide Bailly 2021 Fall A&A Update Session 2- Leases	Eide Bailly LLP	10/28/2021	2.0
California Harassment	Eide Bailly LLP	10/27/2021	2.0
Recording: Single Audit and Yellow Book Track 2021	Eide Bailly LLP	10/22/2021	0
Lessons Learned from Nonprofit Revenue Recognition	Eide Bailly LLP	09/23/2021	1.0
Compliance Supplement Update and The Various Federal COVID Acts	Eide Bailly LLP	09/21/2021	1.5
Data Analytics in Internal Audit	Eide Bailly LLP	09/08/2021	1.0
Internal Audit Summit	Eide Bailly LLP	08/12/2021	3.0
HCNN August 2021 - EB Healthcare Receivable Testing Approach	Eide Bailly LLP	08/09/2021	1.0
Becoming a Trusted Advisor to your Government Client	Eide Bailly LLP	Various	3.0
HC & Gov Retreat - NPO Governmental	Eide Bailly LLP	07/22/2021	5.0

Course Title	Sponsor	Date	Credits
ARPA Basics & What We Can Do for Our Governments	Eide Bailly LLP	06/25/2021	2.0
Partner Meeting - Keynote 2021	Eide Bailly LLP	06/15/2021	2.0
GASB Webinar Series 2021	Eide Bailly LLP	04/28/2021	1.0
California EQR Process, Results and Consultations Training	Eide Bailly LLP	04/20/2021	4.0
The Paycheck Protection Program - Legislative Update	Eide Bailly LLP	01/25/2021	1.0

KINNALY SOUKHASEUM, CPA

Partner

909.755.2823 | ksoukhaseum@eidebailly.com



Kinnaly's practice includes audit, accounting and advisory services to government entities throughout California. She has been conducting audits of counties, cities, large regional and special purpose government agencies for over 15 years. Her experience also includes transit agencies, public utilities and single audits.

She has performed the financial and compliance audits of federal awards in accordance with Uniform Guidance.

Her single audit experience includes audits of programs from the Department of Health and Human Services, Department of Housing and Urban Development, Department of Homeland Security, Department of Transportation and a variety of other agencies.

Client Work

Advises and assists clients with disclosure, financial reporting and compliance requirements pursuant to the Government Finance Officers Association (GFOA) Certificate Program.

Provides training to staff through in-house conferences to ensure consistency and knowledge throughout the team, and also provides audit and accounting updates for many of her government clients.

Memberships

American Institute of Certified Public Accountants

Designation/Licensures

Certified Public Accountant

Education

Bachelor of Science, Business Administration - University of California, Riverside

Relevant Clients

City of Fairfield
City of Rancho Mirage
City of Glendale
City of Paramount
City of Rancho Cordova
City of Walnut
City of Temple City
City of Indian Wells

Relevant CPE Courses for Kinnaly Soukhaseum

Course Title	Sponsor	Date	Credits
2023			
Ethics for California CPAs	Checkpoint	11/03/2023	4.0
ASN: 2023	Eide Bailly LLP	Various	7.0
Fall A&A Update 2023	Eide Bailly LLP	10/26/2023	6.0
2023 Nonprofit Audit Update	Eide Bailly LLP	07/10/2023	2.0
2023 Partner Meeting	Eide Bailly LLP	06/21/2023	1.0
June 30th is Coming Quick – Is Your Government Ready?	Eide Bailly LLP	06/12/2023	2.0
Strategic Growth Conversation Series-Helping Client Increase Cash Flow: Business Credits & Incentives	Eide Bailly LLP	05/24/2023	1.0
Government Update	Eide Bailly LLP	05/16/2023	6.5
Single Audit/ GASB Update	Eide Bailly LLP	05/04/2023	4.5
2022			
Single Audit Update	Eide Bailly LLP	Various	6.0
Government Update	Eide Bailly LLP	07/12/2022	4.5
ASN 2022	Eide Bailly LLP	Various	6.0
Eide Bailly - A&A Update SPRING	Eide Bailly LLP	05/24/2022	6.0
Single Audit Training: Introduction to Single Audit/Planning a Single Audit	Eide Bailly LLP	05/19/2022	4.0
Government Ethics and Independence	Becker	05/05/2022	2.0
Journal Entry Testing - Applying AU-C 240	Checkpoint	05/04/2022	1.0
Asset Misappropriation Schemes	Becker	05/03/2022	1.5
Federal Government Contracting—Contract Fraud	Becker	05/02/2022	1.5
ARPA and Infrastructure Bill Impacts and FAQs	Eide Bailly LLP	03/30/2022	2.0
What are a Government's Risks and What is GASB Proposing to Disclose	Eide Bailly LLP	03/24/2022	2.0
CA Managers Training	Eide Bailly LLP	01/21/2022	3.0
GASB 87 Leases: Your Frequently Asked Questions and Potential Issues	Eide Bailly LLP	01/19/2022	2.0
2021			
California Regulatory Review RRS-026-0418	Becker	12/29/2021	2.0
BLI - MBAexpress – Good Governance	AICPA	12/29/2021	1.0
Live Training ASN 2021	Eide Bailly LLP	Various	6.0
Compliance Supplement Update and The Various Federal COVID Acts	Eide Bailly LLP	09/21/2021	1.5
Single Audit	Eide Bailly LLP	08/16/2021	3.0
GASB-87 Leases: Lessors; Special Issues, Implementation, GASB-94 and GASB-96	Eide Bailly LLP	Various	4.0
American Rescue Plan Act Basics & What We Can Do for Our Governments	Eide Bailly LLP	06/25/2021	2.0
GASB Webinar Series 2021	Eide Bailly LLP	Various	5.0
Planning Considerations for 2021 Single Audits	Eide Bailly LLP	05/27/2021	1.0
California EQR Process, Results and Consultations	Eide Bailly LLP	04/20/2021	4.0

KYLE BARTLE, CPA

Senior Manager

916.999.8512 | kbartle@eidebailly.com



Kyle provides accounting and assurance services to government agencies, specializing in California government agencies, including counties, cities and special districts.

When you work with Kyle, you will receive dedicated services tailored to the needs of your organization, while providing constructive feedback and guidance on changes relevant to your industry.

Outside of work, Kyle enjoys outdoors activities such as camping, hiking and running.

Client Work

Provides accounting and assurance services to California governmental agencies, specializing in governmental accounting standards and single audits in accordance with the Governmental Accounting Standards Board (GASB), Uniform Guide and OMB A-133. Kyle also provides compliance audits for local ordinances.

Experience in governmental agencies includes counties, cities, and special districts and governments, including pollution control districts, utility districts, flood control districts, solid waste agencies, transportation agencies, housing agencies and other special districts.

Extensive experience with assisting government agencies in preparing financial statements in accordance with the GASB and the Governmental Finance Officers Association (GFOA).

Facilitates regular trainings, both in-house and externally, on current and upcoming accounting and assurance topics, including single audits and Uniform Guidance and GASB updates.

Performs agreed-upon procedures for entities in various industries and purposes, including procedures to determine compliance with operating agreements and performance reporting.

Memberships

American Institute of Certified Public Accountants

Designation/Licensures

Certified Public Accountant

Education

Bachelor of Accountancy - California State University, Sacramento

Relevant Clients

City of Fairfield
City of Brea
City of Roseville
City of Rancho Cordova
County of Solano
County of Placer

Relevant CPE Courses for Kyle Bartle

Course Title	Sponsor	Date	Credits
2023			
ASN: 2023	Eide Bailly LLP	Various	5.5
Fall A&A Update 2023	Eide Bailly LLP	10/26/2023	6.0
NEXTGEN: What Would You do? The Intersection of Quality and Risk	Eide Bailly LLP	08/18/2023	1.5
Government Basics	Eide Bailly LLP	07/25/2023	10.0
Single Audit Update	Eide Bailly LLP	07/17/2023	2.0
Spring A&A Update 2023	Eide Bailly LLP	05/23/2023	5.0
Government Update	Eide Bailly LLP	05/16/2023	7.0
GASB 87 and 96: An Intro and Comparison	Eide Bailly LLP	02/15/2023	2.0
2022			
ASN 2022	Eide Bailly LLP	Various	6.0
Eide Bailly Fall A&A Update	Eide Bailly LLP	10/20/2022	3.0
Government Basic Training	Eide Bailly LLP	Various	6.0
Government Update	Eide Bailly LLP	07/12/2022	4.5
GASB-87, Leases – One Last Look for Lessors	Eide Bailly LLP	06/22/2022	2.0
Single Audit Update	Eide Bailly LLP	05/25/2022	3.0
Eide Bailly - A&A Update SPRING	Eide Bailly LLP	05/24/2022	6.0
Single Audit Training: Introduction to Single Audit / Planning a Single Audit	Eide Bailly LLP	05/19/2022	1.5
GASB-87, Leases – One Last Look for Lessees	Eide Bailly LLP	05/18/2022	2.0
Comprehending Single Audits, Federal Awards (Yellow Book Compliant)	AICPA	02/03/2022	1.0
Recording: California Follow-up Training Single Audit	Eide Bailly LLP	02/03/2022	0
CA Managers Training	Eide Bailly LLP	01/21/2022	3.0
Accountants' Responsibilities Regarding Fraud	Becker	01/16/2022	4.0
2021			
CPAs and Independence	Checkpoint	12/27/2021	1.0
2020 Professional Ethics Update	Becker	12/27/2021	2.0
Live Training ASN 2021	Eide Bailly LLP	Various	6.0
California Harassment	Eide Bailly LLP	10/19/2021	2.0
Next Gen	Eide Bailly LLP	Various	9.0
Compliance Supplement Update and The Various Federal COVID Acts	Eide Bailly LLP	09/21/2021	1.5
Becoming a Trusted Advisor to your Government Client	Eide Bailly LLP	Various	4.5
Healthcare & Government Retreat	Eide Bailly LLP	07/22/2021	10.0
ARPA Basics & What We Can Do for Our Governments	Eide Bailly LLP	06/25/2021	2.0
The ARPA Basics & What We Can Do for Our Governments	Eide Bailly LLP	06/25/2021	2.0
GASB Webinar Series 2021	Eide Bailly LLP	06/23/2021	5.0
Partner Meeting - Keynote 2021	Eide Bailly LLP	06/15/2021	2.0
California EQR Process, Results and Consultations Training	Eide Bailly LLP	04/20/2021	4.0
Live Training Session: ASN 2020	Eide Bailly LLP	01/15/2021	1.5
Single Audit Webcast: 2020 Compliance Supplement Addendum	Eide Bailly LLP	01/05/2021	1.0



Scope of Work/Implementation

AUDIT METHODOLOGY

At Eide Bailly, we promise you a better overall experience. While we recognize that multiple firms are capable of accomplishing the objectives of an audit, Eide Bailly appreciates that every situation and every organization is different, and we tailor our approach based on the needs of each client.

Eide Bailly values its business relationships and demonstrates this through our partner and manager involvement. Our senior level professionals are involved with our clients and accessible throughout the year. They do not delegate all tasks to staff, but rather stay involved on-site during fieldwork and stay connected throughout the year. This approach delivers the greatest benefit to our clients because we are able to stay abreast of changes in and updates to our client's operating environment and partner with them to achieve optimal results.

Our clients experience a communication approach that stands apart in both style and frequency. Because we recognize that effective communication is critical throughout the entire audit process, our service and communication approach begins with planning and continues throughout the year.

Additionally, we take a collaborative communication approach with our clients and include them in the process as our peers. Our clients offer a wealth of knowledge and information about their organization, and communicating with them as a business partner ultimately produces the best outcome.
Prior to beginning the engagement, we will discuss with management:

- The engagement timeline.
- The audit approach and process.
- Additional considerations that may affect scope, schedules and work papers to be prepared by your personnel.

Upon appointment as your auditor, we will discuss the audit schedules and work with you to ensure the timeline meets your needs and makes the most effective use of your staff members' time.

PROPOSED SEGMENTATION OF ENGAGEMENT

AUDIT WORK PLAN



Our audit approach is designed for collaboration and optimal results. It consists of five major components: Planning, Interim, Fieldwork, Reporting and Ongoing Communication. If awarded, we will discuss with management our proposed schedule, but we also have the flexibility to make any changes to meet reporting deadlines. The objectives of each component are described in the following pages:

PLANNING

- Discuss and finalize the engagement timeline, audit approach and process.
- Discuss risks and concerns of the management and accounting staff, including the Board, if requested.
- Evaluate the nature of the operating environment (e.g., changes in volume, degree of system and reporting centralization, sensitivity of processed data, impact on critical business processes, potential financial impacts, planning conversions and economic and regulatory environment).
- Review interim financial information and reports to identify significant risks and changes.
- Review significant estimate areas and consider underlying assumptions.
- Update our understanding of the City, reporting units and their environments.
- Document internal control systems, including IT, and related changes from prior periods.
- Consider fraud, risk of noncompliance, illegal acts, abuse, etc.
- Assess audit risk and identify of potential audit issues.
- Assess materiality and testing scopes, to the extent possible, and present audit plan.
- Prepare and communicate audit request lists and work papers.
- Develop expectations regarding timing and audit progress.
- Gain understanding of single audit programs and perform an analysis of potential major federal programs.

INTERIM WORK: SINGLE AUDIT (AS NEEDED)

Phase I: Risk Assessment and Planning

This phase encompasses the planning and risk assessment of your federal programs. The planning phase sets the tone as well as set the stage for an efficient and effective single audit. We will work closely with management to properly identify federal programs and clusters to determine the major programs to be tested. The steps include:

- Determine grant awards and funding increments.
- Determine the Type A and Type B thresholds.
- Perform a review of the past two single audits and document the program risk to determine risk, for any programs above the threshold (Type A).
- Make final determination of major programs to be tested.
- Review applicable Uniform Guidance *Compliance Supplement* for any unusual items and determine direct and material compliance areas for each major program.

Phase II: Major Program Testing
After making the major program determination, we'll test the major programs through the following steps:

- Obtain audit steps from the *Compliance Supplement*.
- Obtain the process and controls related to the direct and material compliance areas identified during planning. The controls for each area need to address the five components of Committee of Sponsoring Organizations of the Treadway Commission (COSO) as required by Uniform Guidance.
- Select samples for control and compliance testing.
- Perform control testing for effectiveness and compliance testing of selected transactions.
- Report material weaknesses or material noncompliance to management.
- Hold periodic status meetings and discuss potential findings with management while our auditors are in the field.

Phase III: Assessment and Reporting
The above steps are based on the preliminary Schedule of Expenditures of Federal Awards (SEFA). Once the SEFA has been finalized, we will determine if any additional major programs are to be tested. We will:

- Perform major program testing steps for any newly identified programs.
- Review prior findings, if any, and determine if findings were cleared by management and do not need to be reported during the current year.
- Prepare the Schedule of Findings and Questioned Costs.
- Hold an exit conference with management and key grant personnel, and provide a draft report of the single audit and Yellow Book findings required to be reported. The Manager and Engagement Partner review the findings prior to the exit conference.

INTERIM WORK: FINANCIAL STATEMENT



- Communicate with management to determine internal controls, perform walk-throughs and to discuss any potential audit issues.
- Determine audit procedures by area, based on results of planning and risk assessment.
- Determine confirmation needs.
- Prepare listing of audit information requested from the City.
- Review minutes, resolutions and ordinances.
- Perform tests of legal compliance.
- Provide weekly updates to City staff.
- Hold exit conference with management.

FINAL FIELDWORK



- Audit areas based on risk assessment.
- Obtain and prepare schedules and analyses supporting the financial information.
- Discuss findings with management, if any.
- Discuss proposed journal entries with management, if any.
- Finalize single audit testing.
- Provide weekly updates to City staff.
- Hold exit conference with management.

REPORTING

- Review of financial statements by the Engagement Partner.
- Review of financial statements by the Technical Review Partner to obtain a "second opinion" on the completeness and adequacy of financial statement disclosures and audit procedures.
- Complete management letters and review with management.
- Prepare other communications to management and the Board.
- Assist with preparation of the Data Collection Form and the reporting package for submission to the Federal Audit Clearinghouse.
- Present to the Board at its regularly scheduled meeting, if requested.

ONGOING COMMUNICATION

- Obtain interim financial statements throughout the year for review.
- Analyze significant changes and identify areas to further tailor our audit plans and keep us up to date with continuing changes.
- Compare interim results to year-end results for the past few years to identify potential issues in the financial reporting process.
- Participate periodically at your Board meetings, and any other meetings, upon request.

We take a "no surprises" approach to our engagements. We work closely with management and accounting personnel throughout the audit process, hold weekly meetings to review open items and discuss potential accounting or compliance issues and provide periodic written or oral reports on the status of the audit to representatives of the City. At the end of fieldwork, we will hold an exit conference with management to discuss any potential findings and come to a conclusion. We strive not to have additional findings subsequent to the exit conference.

Audit Timeline

We understand your requested timeline and are committed to meeting your deadlines. Eide Bailly commits to you that if your team is prepared for the audit when our team is in the field, we will meet your deadlines. We will work closely with your team through the planning stages to clearly define expectations and the items required from your team in order to facilitate an efficient audit to enable us to meet your deadline.

The following table identifies the structure of our audit for the City, and the timing of each section.

Engagement Timeline

Activity	Timing	
Planning and Interim Audit PBC Listing	July	ONGOING COMMUNICATION Throughout the year
Interim Audit Fieldwork	August	
Final Audit PBC Listing	October	
Report Preparation	December – January	
Final Audit Fieldwork (including single audit)	January	
Draft Reports	By February 28	
Final Reports	By March 20	
Reporting	April	

Use of Technology

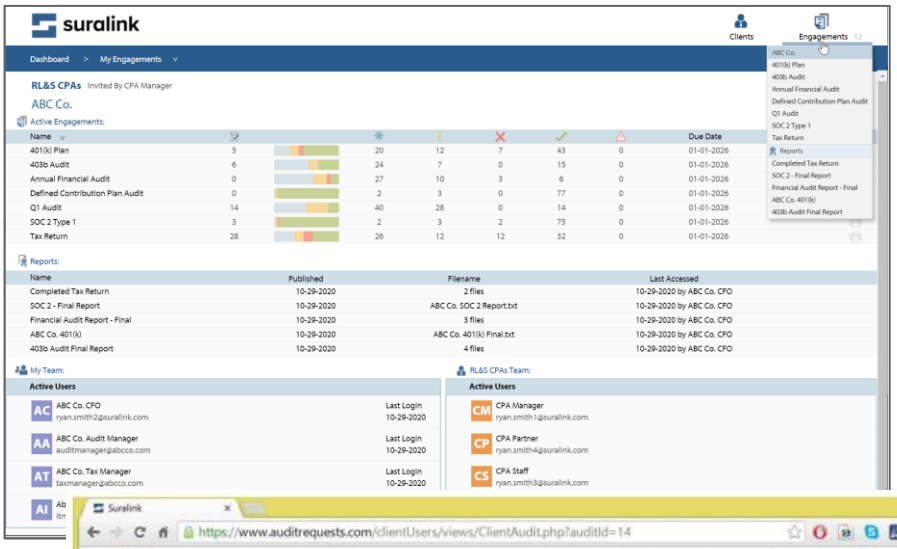
Eide Bailly staff utilizes progressive and effective software to streamline processes and make them as efficient as possible. These technologies include:

Suralink

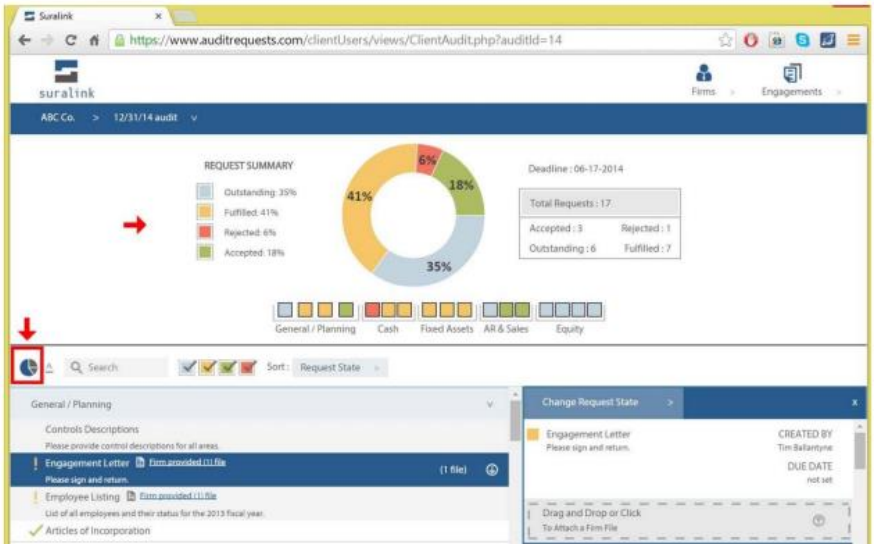
Years of dedicated service have helped us develop the skills, abilities and tools necessary to exceptionally serve our clients. To aid in this process, we have researched ways to enhance our use of software to better streamline the audit process and deliver state-of-the-art technology solutions to our clients.

Suralink is an interactive Provided by Client (PBC) software solution aimed at improving the client experience for document exchange. This addition to our suite of tools has the potential to save a substantial amount of time managing PBC documents, creating increased efficiencies during your engagement.

The secure web-based application combines a file portal, request list and workflow features. Each request has a status of outstanding, fulfilled, accepted, or returned, and holds files uploaded by both parties, comments, responsibility assignments and a full activity log. Files are uploaded by drag and dropping from your computer to the correct request. All requests are in one place and updated live.



This addition to our suite of tools has the potential to save a substantial amount of time managing PBC documents, creating greater efficiencies during your engagement. By combining a request list and file portal, Suralink streamlines the tools we use to request and receive information from you.



Data Extraction Software

TeamMate: Our approach incorporates the use of TeamMate Analytics to maximize efficiency while conducting a very effective audit. Through TeamMate, we can extract information from related databases and create databases that check for duplicate payments, summarize payments, extract journal entries from specific accounts, develop expectations for analytical procedures and recalculate system calculations, among a host of other procedures developed by our audit team.

DataSnipper: Eide Bailly's audit approach is enhanced by the use of DataSnipper, a powerful Excel add-in that improves efficiency and fosters effective auditing practices. This innovative tool allows us to leverage artificial intelligence (AI) for automated document matching. With configurable templates for standardized audit procedures, DataSnipper streamlines workpaper preparation and review while enhancing collaboration within our audit practice.

CCH ProSystem fx Engagement by Wolters Kluwer

This software is used to perform the audit, retains the electronic workpapers and supporting documentation, performs project tracking and facilitates quality engagement review.

Using Information Technology Auditors

Under auditing standards for any financial audit, we are required to obtain a sufficient understanding of the accounting system and technology environment. It is our philosophy to not only meet but to exceed this requirement through the involvement of our dedicated technology specialists as deemed appropriate.

Our IT methodology is based on AICPA guidelines, the internal controls framework prescribed by COSO, and the best practices for technology controls as defined by the Control Objectives for Information and Related Technology (COBIT) developed by the Information Systems Audit and Controls Association (ISACA).

When auditing the technology environment, we evaluate the general technology controls and specific application controls that are in effect. This requires our IT auditors to consider how the accounting systems, infrastructure, processes and people work individually and together to ensure financial records are being appropriately processed and reported.

As such, we must work with IT staff to assess how the relevant systems and technology environment are administered and supported, and with accounting staff to evaluate how financial data is processed and system controls are maintained to enforce segregation of duties.

Eide Bailly has extensive experience integrating a variety of IT services into our audit engagements across organizations in the public, private and nonprofit sectors. These experiences include auditing of IT operations, security and software development as well as conducting both internal and external network vulnerability tests. In addition, we have former federal and local law enforcement computer forensic specialists that utilize the latest tools to analyze and investigate digital media for a wide range of purposes.

Our experience with audits of various entities requires adherence to various standards surrounding internal controls including the COSO Framework, generally accepted government auditing standards (GAGAS) and Federal Information System Controls Audit Manual (FISCAM). We work with our clients to help them understand the updated COSO framework. We have conducted training on COSO and risk assessments nationwide and believe we will add value and improve the effectiveness of the risk management, control and governance processes.

Type and Extent of Analytical Procedures

Analytical procedures will be applied throughout general planning to improve our understanding of your operations and to identify audit areas for increased attention. These will assist in planning the nature, timing and extent of other procedures, and will be applied to all balance sheet, revenue/receipt and expense/expenditure areas. Procedures include the comparison of current year to prior year and budget amounts. Areas that show results different from those anticipated or planned will be further investigated to determine the validity of the variance.

During Year-end Fieldwork: Analytical procedures are used to test whether errors affecting account balances or classes of transactions have occurred by comparing the recorded amount with an independently developed expectation of that amount. The expectation is developed in such a way that a significant difference between the expectation and the recorded amount is indicative of a financial statement misstatement, unless we can obtain and corroborate explanations for the difference.
Analytical procedures are a natural extension of our understanding of your business because the key factors that influence your business may be expected to affect the financial data.

During Reporting: Our last step is to perform a final analytical review at the financial statement level to ensure that we have gained a comprehensive understanding of the financial statements during the audit engagement and to determine whether the financial statements are appropriately presented and contain appropriate disclosures. Such final analytical procedures highlight and explain significant changes from the previous year and ensure that such changes are consistent with the knowledge of your business and our audit evidence. These procedures typically consider trends based on several previous years, instead of comparison only with the prior period.

Level of Staff and Number of Hours

Below is our proposed level of staffing and estimated hours for each segment of the audit.

Staff Level and Engagement Hours

	Partner	Senior Manager/ Manager	Senior Associate	Staff	Para-professional	Total
Planning & Pre-Work	4	8	16	16	2	**46**
Interim Work	12	24	40	80	-	**156**
Fieldwork	16	34	100	150	-	**300**
Reporting	8	14	68	14	14	**118**
Total	**40**	**80**	**224**	**260**	**16**	**620**

Sample Sizes and Extent of Statistical Sampling

Sampling may be performed for tests of controls, compliance testing and substantive tests of certain accounts and transactions. During our audit of basic financial statements, we will also select various transactions for testing based on materiality assessed at the appropriate level. These transactions may include such items as capital asset additions, expenditures, subsequent disbursements and subsequent receipts. We will be pleased to discuss specific sample sizes and selection methods when they are determined, either during audit planning or during fieldwork.

We will select the appropriate sample size to support our conclusions in compliance with laws and regulations. We will use confirmations in the areas of cash and investments, receivables and other areas deemed necessary.

Approach for Internal Control Structure

A significant aspect of the planning process involves understanding each reporting unit's internal control environment, including IT controls and, where relevant, testing of internal controls. The following is a summary of our process regarding internal controls over financial reporting and compliance:

Internal Controls over Financial Reporting

Our approach will start with any documentation related to internal controls already developed. We review this to obtain an overview of the internal control system and then conduct interviews with your staff to complete the documentation of our understanding related to internal controls and significant changes each year.

After conducting the interviews, we will evaluate the internal control system design and expected operating effectiveness for significant areas depending on the reporting unit. By completing control testing in these areas, we expect to reduce substantive testing to conduct an efficient audit.

Our approach will be focused on key process controls or overall system controls, rather than detailed control processes. We will also focus on key IT related controls in areas such as revenue, payroll and claims, for more efficiency from an audit perspective relative to the control process.

Our risk-based approach incorporates control testing and substantive tests of balances, where appropriate. In certain areas that are not as significant, we will conduct the audit using a primarily substantive approach. Our experience is that substantively auditing a balance rather than completing an extensive control test is often more efficient and effective.

Internal Controls over Compliance

Our approach for internal controls over compliance associated with federal programs is similar to the approach regarding internal controls over financial reporting related to accumulation, documentation and evaluation of the control environment.

Test of controls over compliance are required for major federal programs. Our approach identifies key controls applicable to direct and material compliance requirements for testing, as well as incorporating results from tests of internal controls over financial reporting and IT.

The approach to gain an understanding of your internal controls includes:

- Interview City personnel.
- Review organizational charts, accounting and procedure manuals and programs.
- Complete internal control questionnaires.
- Write up system narratives.
- Evaluate items selected for testing.
- Review controls over financial information systems.

The timely completion of this work allows us to perform our work efficiently and promptly communicate any potential recommendations. In addition, our engagement approach is based on:

- Observations we believe will help achieve objectives. We are pleased to respond to inquiries about financial or other business matters.
- The assistance to be provided by your personnel, including preparation of schedules and analyses of accounts, will be discussed with the finance department. Timely completion of this work will assist us in performing our work efficiently.

Determining Laws and Regulations Subject to Audit Test Work

During the planning process, we will also discuss with management and personnel the laws and regulations to which the City is subject. The objective will be to determine those laws and regulations that could have a material impact on the financial statements or are pertinent to your federal financial assistance programs. Our knowledge of such laws and regulations and *Government Auditing Standards* will be essential to the discussion. We are aware of the applicable requirements and consider them when determining the necessary audit procedures.

During our audit procedures, we will:

- Perform tests of compliance with certain provisions of laws, regulations, contracts and grants.
- Assess the risk of material misstatement resulting from violations of laws and regulations having a direct and material effect on the determination of financial statement amounts. These laws and regulations can relate to items such as budgetary compliance, purchasing compliance and cash and investment compliance, as well as single audit compliance, as applicable.
- Combine compliance tests of laws and regulations involving the inspection of documentation supporting transactions with substantive tests of transactions and tests of control procedures.

Our audit will meet all applicable federal and state requirements. Samples will be used to the extent necessary to support our conclusions on compliance with laws and regulations.

Approach for Drawing Audit Samples

We design our audit procedures for compliance using sampling procedures to result in sample items being selected on a random basis. To accomplish this, we utilize our data extraction software, TeamMate Analytics, to ensure our selections meet the established criteria while maintaining the random selection. We also use samples across different audit areas to be as efficient as possible while testing the necessary items to get comfortable with the applicable balances.

Identification of Anticipated Potential Audit Problems

Eide Bailly understands the potential for problems that may arise while conducting our audit and we are prepared to address any issues with you as they arise. We are committed to making our relationships work and do what it takes to make our clients feel comfortable even if it means late-night conference calls.

We will also work our schedule so when we finish scheduled fieldwork, we will be 95% done with the audit and any wrap-up will be related to report issues. We believe we have a system in place that, combined with the experience we have gained, will translate to meeting your reporting deadlines with a smooth and efficient audit.

As noted above, our service model does not view the audit process as an annual “event.” Instead, we communicate with management on an ongoing basis and keep you apprised of accounting pronouncements, changes in regulations and other changes that may impact the City.

Our communication with management will include the following:

- Personal interaction between the team serving the City and management in the form of meetings, phone calls and emails. We like to be involved with clients throughout the year to help address ongoing issues that impact your operations, and schedule quarterly calls to stay in touch. Our preferred communication is through face-to-face meetings, or at least phone conversations. We value your time and attempt to keep meetings relevant, appropriate and productive.

- Status updates as audits progress with appropriate members of management through oral and written communications.
- Ongoing communication of important regulatory changes and accounting updates occurs via email, shortly after the changes are announced or finalized.
- Occasional webinars and seminars on topics of critical interest to our government clients will communicate important information for management to be aware of.

Under this communications approach, we will discuss specific preferences you have in communicating with us including frequency and style.

As we get to know your organization, our process will become increasingly customized to the City, yet it will still follow the framework we have put together as guidelines our staff are expected to embrace as part of our service culture.

Most audits have issues that arise from time to time; however, we will resolve these issues through frequent communications with you, and by helping you with implementation issues, adjusting journal entries or communications with GASB staff.

We're experienced in transitioning many clients from predecessor professional service providers. In each case, we worked closely with client personnel and accomplished the transition with minimal disruption of client activities. We further minimize the disruption to the City by staffing our first year engagement with higher level resources, including managers and partners.

Assistance from City Staff

Your service team will meet with the City's management for initial planning and pre-audit conference to discuss audit schedules and review prior year audit problems (if any). We'll then provide City personnel a Prepared by Client Guide (PBC), which highlights the workpapers and information needed for the audit process. We'll hold meetings with the accounting personnel throughout the audit process determining the list of open items and the plan to finalize those items.

During the audit, our use of City personnel will include answering questions, updating schedules, addressing issues identified and obtaining support documentation. Our audit processes focus on performing the audit efficiently, which includes constant communication amongst the team members so we're not asking redundant questions or requesting the same document several times. We also hold weekly meetings with management to determine the status of the audit and any outstanding items to be addressed. This keeps the amount of hours needed by City personnel to a minimum.

We ask our clients to have the requested schedules, documentation, confirmations and financial statements prepared by the requested dates. Having these items prepared before we arrive for final fieldwork ensures the success of meeting the mutually agreed upon deadlines.

Maintaining Positive Relationships

Our number one goal is to meet the City's expectations while providing the necessary required audit services. We work with our teams to provide the best client service and select team members based on that goal. However, there are times we may not meet that expectation or fall short in client satisfaction. When those times occur, we admit our shortcomings and meet with management to determine on an agreed upon plan to improve those areas.

As the Engagement Partner, **Roger Alfaro** is responsible in monitoring the City's satisfaction of our services and will meet with your management during the year to evaluate the overall satisfaction and make any necessary adjustments.

Our clients know and respect us for our positive culture — we're also proud to be **ranked #8 in the 2023 Vault Accounting 25 list for client interaction.**

Over the past three years, Eide Bailly's Net Promoter Score (NPS) has averaged 65, with the most recent score being 70. For context, the professional survey firm ClearlyRated reports an average NPS of 39 for the accounting industry. While we know our score reflects a high level of satisfaction, we're committed to consistent and regular improvements to drive continual improvements for our client base.

Sample Formats for Required Reports

Due to the size of the issued reports, we have provided links to a few reports for similar clients.

Example Reports

Client Name	Report Link
City of South Lake Tahoe, CA	Annual Comprehensive Financial Report for Year Ended September 30, 2022
City of Brea, CA	Annual Comprehensive Financial Report for Year Ended June 30, 2022
City of Rancho Cordova, CA	Annual Comprehensive Financial Report for Year Ended June 30, 2022

We understand and believe that the financial statement is your report, and we will work with you to deliver a final product, consistent with what the City has seen in the past, that meets your approval while maintaining compliance with applicable standards.

Cost Proposal

EXPECTED FEES

Our fees are based on the complexity of the issue and the experience level of the staff members necessary to address it. If you request additional services, we'll obtain your agreement on fees before commencing work, so there are no surprises or hidden fees.

We propose the following fees based on our understanding of the scope of work and the level of involvement of the City's staff:

Total All-Inclusive Maximum Price

Professional Services	2024	2025	2026
Annual Financial Statement Audit	$ 99,400	$ 103,873	$ 108,547
Single Audit (assumes one major program)	10,600	11,077	11,575
Total All-Inclusive Maximum Price	**$ 110,000**	**$ 114,950**	**$ 120,122**

Schedule of Professional Fees and Expenses

	Financial Statement Audit Hours	Single Audit Hours	Total Hours	Hourly Rate	Total Fees
Partners	38	2	40	$ 350/hr.	$ 14,000
Managers	76	4	80	$ 275/hr.	22,000
Senior Associate	216	8	224	$ 200/hr.	44,800
Professional Staff	220	40	260	$ 175/hr.	45,500
Clerical/Support Staff	12	4	16	$ 50/hr.	800
Total Labor	562	58	620		$127,100
Travel					included
Other (Current Client Discount)					(17,100)
Total All-Inclusive Maximum Price | FY2024					**$110,000**

Rates for Additional Professional Services

Hourly Rate by Staff Level	2024
Partner	$350/hr.
Sr. Manager	$275/hr.
Manager	$225/hr.
Senior Associate	$175/hr.
Associate	$150/hr.

Out-of-Pocket Fees

The professional fees listed above reflect a hybrid audit approach inclusive of all out-of-pocket expenses and you'll not be billed for expenses such as travel time, mileage and meals. Total fees also include a 5% technology fee used to support and enhance the quality work we provide by investing in technology.

Future Year Pricing Guarantees

Our fee increases for future years are consistent with inflationary increases in the industry. They are contingent upon no major changes to the City, and that significant accounting and auditing rule changes and procedures remain consistent with current requirements. Fees don't include additional time that could be incurred due to changes to the scope of the engagement.

Billing Policy Regarding Telephone Inquiries

We know clients appreciate access to all their service team members. We embrace this opportunity for constant communication and will ensure our team members are available when you have questions and issues. This service is included in the scope of the engagement. If a particular issue surfaces that falls outside the scope of this engagement, we'll bring it to your attention and obtain approval before proceeding.

Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month. Final payment will be made after delivery of the firm's final reports.

Description of Recent Projects/References

CLIENT REFERENCES

As a top 25 CPA firm, we've built our business on relationships and believe our clients to be the best critics of our service. The clients below have similarities to your organization, and we encourage you to contact them to learn about their Eide Bailly experiences.

Similar Clients

County of Solano 2015-Present	**Contact**	**Phyllis Taynton,** Auditor-Controller 707.784.6280 | ptaynton@solanocounty.com
	Scope	ACFR Audit, single audit, GANN Limit AUP, First 5 Solano audit
	Partner	James Ramsey
	Hours	1,500 hours
City of Palmdale 2019-Present	**Contact**	**Janelle Samson,** Director of Finance 661.267.5433 | jsamson@cityofpalmdale.org
	Scope	**Preparation & audit of the ACFR (GFOA)**, Single Audit, GASB 87 implementation services, Housing Authority Audit, Financial Authority, Foundation Audit, Civic Authority Audit, Review of AD/CFD-10, Gann Limit Agreed-Upon Procedures
	Partner	Roger Alfaro
	Hours	750 hours
City of Brea 2017-Present	**Contact**	**Monica Lo,** Financial Services Manager 714.990.7683 | monical@cityofbrea.net
	Scope	ACFR-GFOA, Single Audit, Gann Limit AUP, State Controller's Report
	Partner	James Ramsey/Roger Alfaro
	Hours	700 hours
City of Rancho Cordova 2019-Present	**Contact**	**Michele Mingay,** Finance Manager 916.851.8730 | mmingay@cityofranchocordova.org
	Scope	**Preparation & audit of the ACFR (GFOA)**, Rancho Cordova Public Financing Agency, Single Audit, GANN Limit AUP, State Controller's Report
	Partner	James Ramsey
	Hours	600 hours
City of Whittier 2013-2021	**Contact**	**Alice Hui,** Assistant Director of Administrative Services 562.567.9810 | ahui@cityofwhittier.org
	Scope	**Preparation & audit of the ACFR (GFOA)**, Single Audit, Audit of the Whittier Utility Authority, Gann Limit Agreed Upon Procedures (AUP)
	Partner	Roger Alfaro/David Showalter
	Hours	550 hours

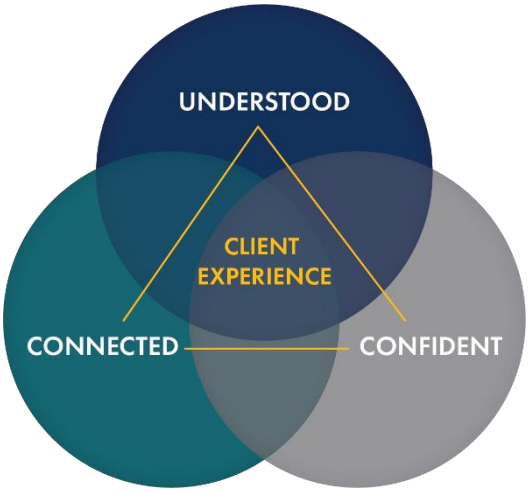
The Right Choice for the City

YOUR SUCCESS IS OUR SUCCESS

The value of being an Eide Bailly client is that we offer you the best of all worlds. Since we are a full-service firm, you will have multiple industry specialists available when you need them, but your service team will always be client focused. You will experience partner involvement during all phases of the engagement, as well as throughout the year. At Eide Bailly, we promise our clients an experience, second to none, where they feel understood, connected and confident.

Understood

You have goals and dreams. We're inspired to help you achieve those goals now and in the future. By applying our technical and industry knowledge, we make the complex simple.



Connected

Our professionals bring their expertise and thought leadership to every interaction with you. You'll benefit from new ideas, opportunities and solutions as they happen. We'll connect you with the right resources and deliver comprehensive solutions in a respectful, peer-to-peer approach. We keep the answers within your reach.

Confident

With Eide Bailly beside you, you'll feel confident addressing challenges and embracing opportunities as they arise. We go the extra mile to deliver unmatched solutions for your business because your success is our success.

Our Culture

It's no secret that culture speaks volumes about a company. Some companies stand for honesty, trust, accountability, respect and integrity. Others value passion, teamwork, innovation and superior customer service. At Eide Bailly, these values and more are at the forefront of our business.



Culture has been the unshakable foundation underpinning 100 years of growth and innovation. Without it, Eide Bailly would be just a name, instead of the symbol for 'business done right' that it is today. Our clients know and respect us for our positive culture — we're also proud to be **ranked as a top 10 firm in the *Vault* 2024 Accounting 25 list for both our culture and for client interaction.**

GROWING OUR SUCCESSFUL RELATIONSHIP

Our longstanding relationship with the City has allowed us to build efficiencies into the audit process to enable an efficient and effective audit process. We will continue to leverage this historical knowledge to provide value to the City beyond our assurance engagement.

We understand and recognize the careful consideration the City must undertake when determining whether to continue with Eide Bailly as your current accounting firm or transition to a new firm. Other firms responding to your proposal request will highlight their abilities to create a smooth transition; however, the reality is that a transition will cause some inconvenience to management and staff. Sometimes circumstances exist that may ultimately drive your decision to switch firms, but we hope to highlight all the reasons not to.

Eide Bailly has made a commitment to provide you with a level of service and attention that surpasses our competitors, and more importantly, makes you feel as valued as you are.

ADVANTAGES OF WORKING WITH EIDE BAILLY

Depth of Resources: We have the ability to rotate partners to provide a fresh, objective view.

Additional Offerings: Extensive experience extends firmwide and continues to provide additional resources at your disposal.

Senior-Level Involvement: Partners and managers are extensively involved throughout the audit process.

Proactive Communication: We're responsive and direct, and we'll continue to present information relevant to decision-making.

A Trusted Advisor: We strive to be your trusted advisor, making recommendations and identifying mutually beneficial business opportunities.

To us, work isn't just work; we see it as a chance to help you solve problems, achieve goals and pursue passions. After thoughtfully reviewing your needs and taking the time to understand your business, we think we're the best fit for this opportunity.

We can connect you with the knowledge, resources and solutions that help bring confidence to your business decisions. If you have questions or would like additional information, don't hesitate to contact us. We want to make sure you have everything you need to make your decision.

Roger Alfaro, CPA
Partner
909.755.2829
ralfaro@eidebailly.com

We Want to Work with You

We're driven to help clients take on the now and the next with inspired ideas, solutions and results. We look forward to working with you.



Caring for our external and internal clients with a passion to go the extra mile.

Respecting our peers and their individual contributions.

Conducting ourselves with the highest level of integrity at all times.

Trusting and supporting one another.

Being accountable for the overall success of the firm,
not just individual or office success.

Stretching ourselves to be innovative and creative, while managing the related risks.

Recognizing the importance of maintaining a balance between work and home life.

Promoting positive working relationships.

And, most of all, enjoying our jobs ... and having fun!

EideBailly®

What inspires you, inspires us.

eidebailly.com

A CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 23rd day of April 2024 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Eide Bailly, LLP ("Consultant").

RECITALS

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

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

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

AGREEMENT

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

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

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

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for three years with the option for each of the two subsequent years.

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 **$110,000 in the first year, $114,950 in the second year and $120,122 in the third year (except for additional single audit programs, if required)** 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, specifically prepared by and for Consultant, its officers, employees and agents and subcontractors for and required to be delivered to City under 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, unless disclosure is required by law or applicable professional standards.

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 are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or misconduct of the City.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance Requirements.

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

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile

Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

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

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

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

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

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

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

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

been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

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

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

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Eide Bailly
2151 River Plaza Dr., Ste. 308
Sacramento, CA 95833

Provide a copy to:

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

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

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. If no resolution is reached, then the Mediation process in Consultant's engagement letter shall be followed prior to the commencement of any action by either party.

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 substantially 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 in performance of the services hereunder. City shall provide to Consultant each program or guideline Consultant will be expected to comply with in the provision of the services, which Consultant will have an opportunity to review.

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

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

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

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

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

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

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

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

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

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

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

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

29. Order of Priority. In the event of any conflict between Consultant's Engagement Letter and this Agreement, this Agreement shall control.

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 Mayor

Date _____

CONSULTANT:

By _____
Roger Alfaro, CPA, Partner

Date 04/09/2024

Business License # __012020_____

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

Date _____

ATTEST:

By_____
Susan Blankenship, City Clerk

Date _____

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

The City of South Lake Tahoe desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

The auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the statistical section of the Annual Comprehensive Financial Report. Certain limited procedures should be applied to the supplementary information, management's discussion and analysis, and budgetary comparison information, but an expression of an opinion is not required. The auditor is not required to express an opinion on the introductory and statistical sections.

Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report of the fair presentation of the financial statements in conformity with generally accepted accounting principles, basic financial statements, including government-wide financial statements and fund financial statements, for all funds, and accompanying notes to the basic financial statements.
2. A report on internal controls over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards.*
3. A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133.
4. An "in-relation-to" report on the schedule of federal financial assistance, if applicable.
5. A report on the internal control structure used in administering federal financial assistance programs, if applicable.
6. A report on compliance with general and specific requirements related to major and non-major federal financial assistance programs, if applicable; and
7. Required Single Audit and Other Compliances including schedule of Expenditures of Federal Awards.
8. Draft financial statements for each fiscal year and Final Reports.

Time Requirements

It is anticipated that the audit work will be performed in two phases:

1. Interim Audit Work

   Interim work should take place in August or early September and would consist of planning and interim audit procedures (such as gaining an understanding of relevant systems, procedures and internal controls, selected compliance and transaction testing, etc.)

2. Year-End Audit Work

   The second phase would involve updating and completing the examination of the Basic Financial Statements and preparing opinion letters and other relevant financial reports. The year-end audit field work is to begin no earlier than the first week following the New Year holiday and is to be completed no later than the end of the first week of February.

3. Draft Reports

   The Auditor shall provide the City with complete drafts of the Financial Statements (including footnotes and supplementary schedules), Single Audit (if available) and Gann Limit Reports, and management letter no later than February 28 of each year. The City will review and provide comments or responses to the auditors within 10 calendar days of receipt of each of the draft reports.

4. Final Reports

   The Auditor shall provide the City final copies of the audit reports and management letter no later than March 20 of each year.

Internal Control and Compliance Reports

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls. The reports on compliance shall include all instances of noncompliance.

Auditors shall ensure that the City is informed of each of the following:

- The auditor's responsibility under generally accepted auditing standards
- Significant accounting policies and regulations
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements

- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the following parties:

Mayor/City Treasurer
City Manager
Director of Finance
City Attorney

Special Considerations

1. The City desires assistance in preparation of the Annual Comprehensive Financial Report (ACFR) to ensure compliance with the reporting requirements for a Certificate of Achievement for Excellence in Financial Reporting issued by the Government Finance Officers Association (GFOA). The City has won such an award every year for the last sixteen years. It is the City's intention to continue to receive the award annually, and the City will continue to prepare the ACFR to meet the requirements of those programs. The auditor selected will be expected to review the ACFR in relation to the award checklist to ensure compliance with the award program, and to meet the GFOA submittal deadline.

2. It is anticipated that the City of South Lake Tahoe will prepare one or more official statements in connection with the sale of debt securities which will contain the general-purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the Director of Finance to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

3. The schedules of federal financial assistance and related auditors' report, as well as the reports on compliance and internal controls, are not to be included in the annual comprehensive financial report but are to be issued separately.

4. The independent audit firm is expected to keep the City abreast of new developments affecting municipal finance and reporting, impact on accounting and reporting should the State of California impose state-mandated procedures, impacts of Government Accounting Standards Board disclosure requirements, required changes in grant procedures, and the like.

Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of South Lake Tahoe of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designee:

- City of South Lake Tahoe
- U.S. Department of Housing and Urban Development
- U.S. Government Accountability Office
- Parties designated by the Federal or State governments or by the City of South Lake Tahoe as part of an audit quality review process
- Auditors or entities of which the City of South Lake Tahoe is a sub recipient of grants
- State of California, Office of the State Controller

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Year 1 Estimated fees (not to exceed)	**$ 110,000**
Year 2 Estimated fees (not to exceed)	**$ 114,950**
Year 3 Estimated fees (not to exceed)	**$ 120,122**

Each year includes Single Audit (assumes one major program)
*Additional programs will be $4,000 each if audited in the previous three years, otherwise, $10,600 in 2024, $11,077 in 2025, or $11,575 in 2026.

Travel and out-of-pocket expenses **$ N/A**

TIMELINE

Following is the anticipated audit schedule for 2024:

- Auditors submit interim audit checklist of required information/ documentation needed from the City ……..……..…July, 2024
- Start of interim field work……...……August, 2024
- Auditors submit final audit checklist of required information/ documentation needed from the City……October, 2024
- City submits to auditors the final trial balance……....December, 2024
- Start of final field work……..January, 2025
- Auditors submit draft financial statements to City…….…. January, 2025
- City submits to auditors draft annual comprehensive financial report ……..…..February, 2025
- Auditors submit to City the draft management letter ……..…March, 2025
- Auditors submit to City the other audit reports and final review comments on the ACFR ……..……March, 2025
- Auditors submit to City the final management letter ……..……..March, 2025
- Formal presentation to Council……..……..……..……April, 2025

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:
Roger Alfaro, CPA, Partner

By:_____

EideBailly

CPAs & BUSINESS ADVISORS

April 9, 2024

To the Honorable City Council and City Manager
of the City of South Lake Tahoe, California

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of South Lake Tahoe, California (the City) as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that the management's discussion and analysis, pension schedules, and budgetary schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally

accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in the Net Pension Liability and Related Ratios
- Schedule of the City's Proportionate Share of the Net Pension Liability
- Schedule of Employer Contributions
- Budgetary Comparison Schedules of the General Fund and Each Major Special Revenue Fund

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Budgetary Comparison Information – Capital Projects Funds
- Combining Individual Fund Financial Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the financial report will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards appliable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards* and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards,* we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit; and
    c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.

16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
    i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Complete the auditee's portion of the Data Collection Form

We will not assume management responsibilities on behalf of the City. The City's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Roger Alfaro is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit approximately July 2024.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges and a technology fee. Invoices are payable upon presentation. We estimate that our fee for the audit will be $110,000, exclusive of considerations related to the adoption of new GASB Statements.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement. We endeavor to notify you of circumstances we encounter that could significantly affect our fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for the City.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in the Sacramento office. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in the Sacramento, California.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Roger Alfaro, CPA
Partner

****

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of South Lake Tahoe, California by:

Name: _____

Title: _____

Date: _____

Cherry Bekaert LLP
Your Guide Forward

Report on the Firm's System of Quality Control

To the Partners of Eide Bailly LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eide Bailly LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Eide Bailly LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies,)* or *fail*. Eide Bailly LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Atlanta, Georgia
January 9, 2024

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #: 14

Agenda Item: Application from HVR Acquisitions LLC for Tourist Core Area Plan/Specific Plan Amendments to Rezone a Portion of Assessor's Parcel Number. 029-441-024 From Recreation to Tourist Center Mixed-Use

Executive Summary: HVR Acquisitions LLC (HVR) submitted a development application in 2019 to the City of South Lake Tahoe, proposing an amendment to the Tourist Core Area Plan/Specific Plan. At that time, HVR proposed to amend the existing zoning for two parcels: APNs 029-240-011 & 029-441-003 from Recreation to Tourist Center Mixed-Use (TSC-MU). The amendment would have expanded the boundary of the TSC-MU district, allowing additional land uses (multi-family, tourist accommodation, commercial and public services uses) that are not allowed in the Recreation district and would allow additional heights up to 56 feet from 36 feet and increase density to 25 units an acre.). HVR subsequently amended the project description to remove APN 029-441-003 from the proposal. HVR intends to develop multi-family project on the rezoned property if the amendment is successful.

Requested Action / Suggested Motions: City Council is asked to either: 1) Pass a Resolution adopting the proposed Tourist Core Area Plan/Specific Plan Amendments and adopting the Initial Study/Mitigated Negative Declaration; or 2) Pass a Resolution denying the proposed Tourist Core Area Plan/Specific Plan Amendments.

Responsible Staff Member: John Hitchcock, Planning Manager

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

Attachments:

- 01-Staff Report - Tourist Core Area Plan.docx
- 02-Plan Area Statement 089B AND 091.pdf
- 03-Proposed Text Changes.pdf
- 04-Proposed Zoning.pdf
- 05-TCAP HVR Amendment NOA and NOI.pdf
- 06-Proof_of_Mailing.pdf
- 07-Draft Resolution Adopting IS/MND and Approving TCAP Amendment.docx
- 08-TCAP Amendment (Exh. 1 to Reso Approving).pdf
- 09-FINAL IS/MND.pdf
- 10-DRAFT IS/MND.pdf
- 11-Draft Resolution Denying TCAP Amendment.docx
- 12-PC Resolution 2024-005 ISMND Adoption.pdf
- 13-PC Resolution 2024-006 TCAP Recommend Adoption.pdf
- 14-CC Public Notice Tribune Proof.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: April 23, 2024

Title: Tourist Core Area Plan/Specific Plan Amendments

Location: Tourist Core Area Plan Mixed-Use District, APN 029-441-024

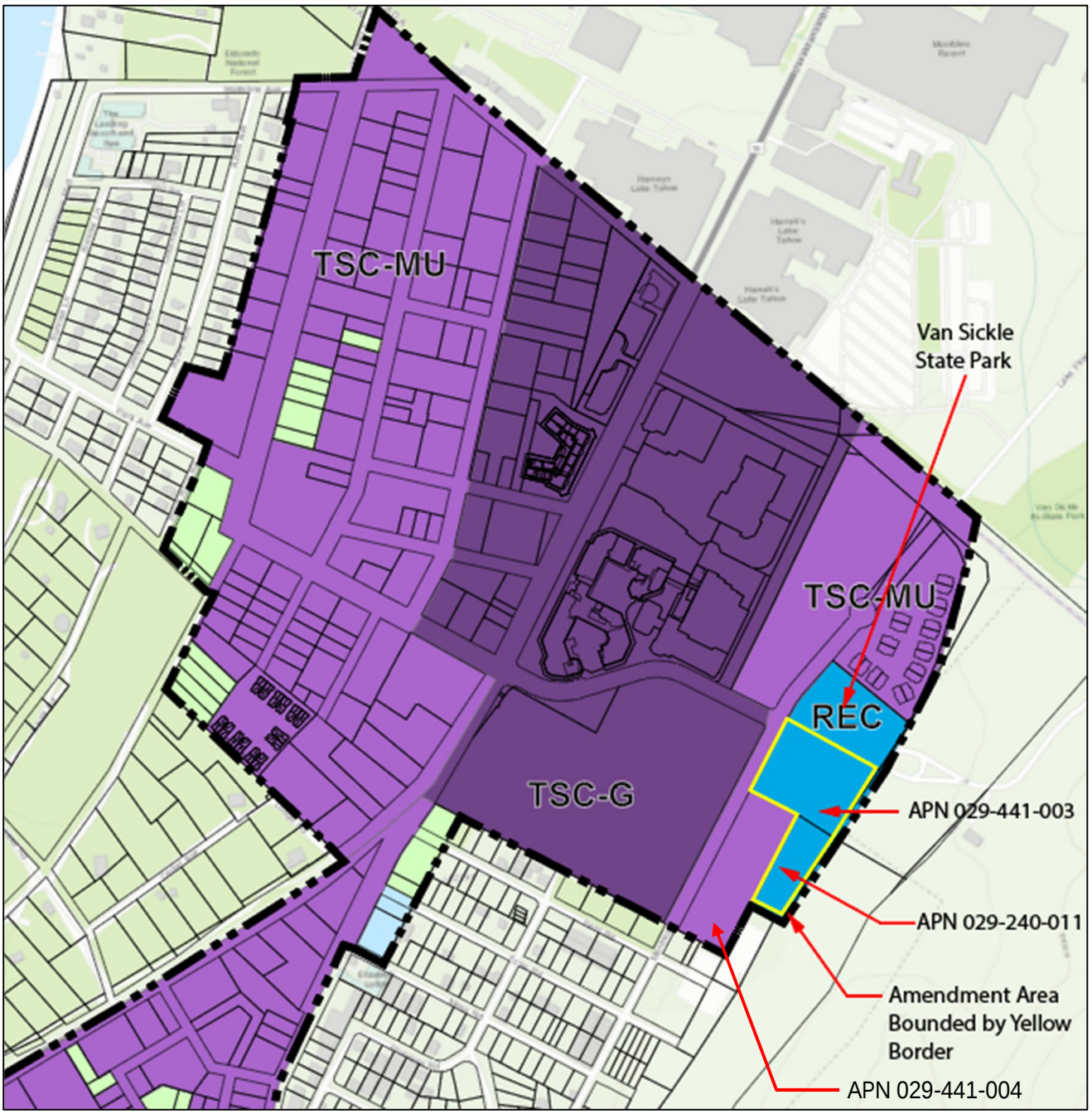
Responsible Staff Members: John Hitchcock, Planning Manager (530) 542-7472

Background: The TCAP was originally adopted by the City of South Lake Tahoe on October 14, 2013, and by the TRPA Governing Board on November 11, 2013, and has since been amended to modify land use and plan boundaries. The plan provides land use guidance for future development and redevelopment and addresses land use regulations, development and design standards, transportation, recreation, public service, and environmental improvements for the area. It encourages general improvement and enhancement for the built environment and provides a framework to change the existing conditions into opportunities for redevelopment with a focus on achieving environmental improvements, encouraging a mixed-use land use pattern that includes high-density tourist accommodation and residential uses, commercial, public facilities, public spaces and opportunities for housing in close proximity to job centers. The TCAP is the center of tourist services and recreation access in the city and has traditionally been the area with the highest concentration of services and density.

HVR Acquisitions LLC (HVR) submitted a development application in 2019 to the City of South Lake Tahoe, proposing an amendment to the Tourist Core Area Plan/Specific Plan. HVR proposed to amend the existing zoning for two parcels, APNs 029-240-011 & 029-441-003 (see Figure 1), from Recreation (Rec) to Tourist Center Mixed-Use (TSC-MU). The amendment would expand the boundary of the TSC-MU district, allowing additional land uses (multi-family, tourist accommodation, commercial and public services uses) that are not allowed in the Recreation district and would allow additional heights up to 56 feet from 36 feet and increase density to 25 units an acre.). HVR's intent in pursuing the amendment is to develop multi-residential units on APN 029-441-004, which is already zoned TSC-MUC, and on the two subject parcels that are affected by this amendment.

After conducting a public workshop on the proposed amendment and receiving comments from the public, the League to Save Lake Tahoe, the California Tahoe Conservancy, and the Nevada Division of State Parks, the applicant amended the proposal in response to concerns. Discussion and analysis of the original proposal and revised amendment and its potential impacts are provided below in the Issue and Discussion section.

Figure 1 – Location Map & Amendment Area



Issue and Discussion: The subject parcels total 5.05 acres currently in the Recreation District (APNs 029-240-011 and 029-441-003). The Recreation district allows for a variety of recreation uses, such as dispersed recreation and parks. Permissible uses in this district are primarily related to recreation uses and include cross-country ski courses, day-use areas, group facilities, riding and hiking trails, rural sports, snowmobile courses, employee housing at 15 units per acre, and single-family dwellings (a caretaker residence). Height within the Recreation district is

capped at 36 feet, but like all other districts in the Tourist Core Area Plan, a maximum of 70 percent coverage is allowed on high capability lands.

The subject parcels were previously zoned tourist accommodation (see Attachment 02, PAS 089B – California South Stateline Resort Area, but were rezoned to recreation when the Stateline/Ski Run Community Plan was adopted in 1994. Under PAS 089B, prior to 1994, multi-family and single-family dwellings were permitted with a special use permit. When the Tourist Core Area Plan was adopted to replace the Stateline/Ski Run Community Plan, the Recreation district designation and permissible uses were carried over into the Tourist Core Area Plan.

Since the adoption of the community plan, the properties have been held in private ownership, and there have not been any proposals or discussions to develop the properties with recreation-type uses. It is likely that the properties were not developed because of existing site constraints and parcel size. TRPA completed a land capability verification for the subject parcels and has verified a stream environment zone (SEZ) on both parcels. In total, approximately 46% of the parcels are designated SEZ and are not developable (see Figure 3 and Figure 4). Any development would be limited to the high capability portion located to the southwestern portion of APN 029-240-011 and the northeastern portion of 029-441-003, which is adjacent to Van Sickle State Park.

Figure 3 – APN 029-240-011 Land Capability Verification

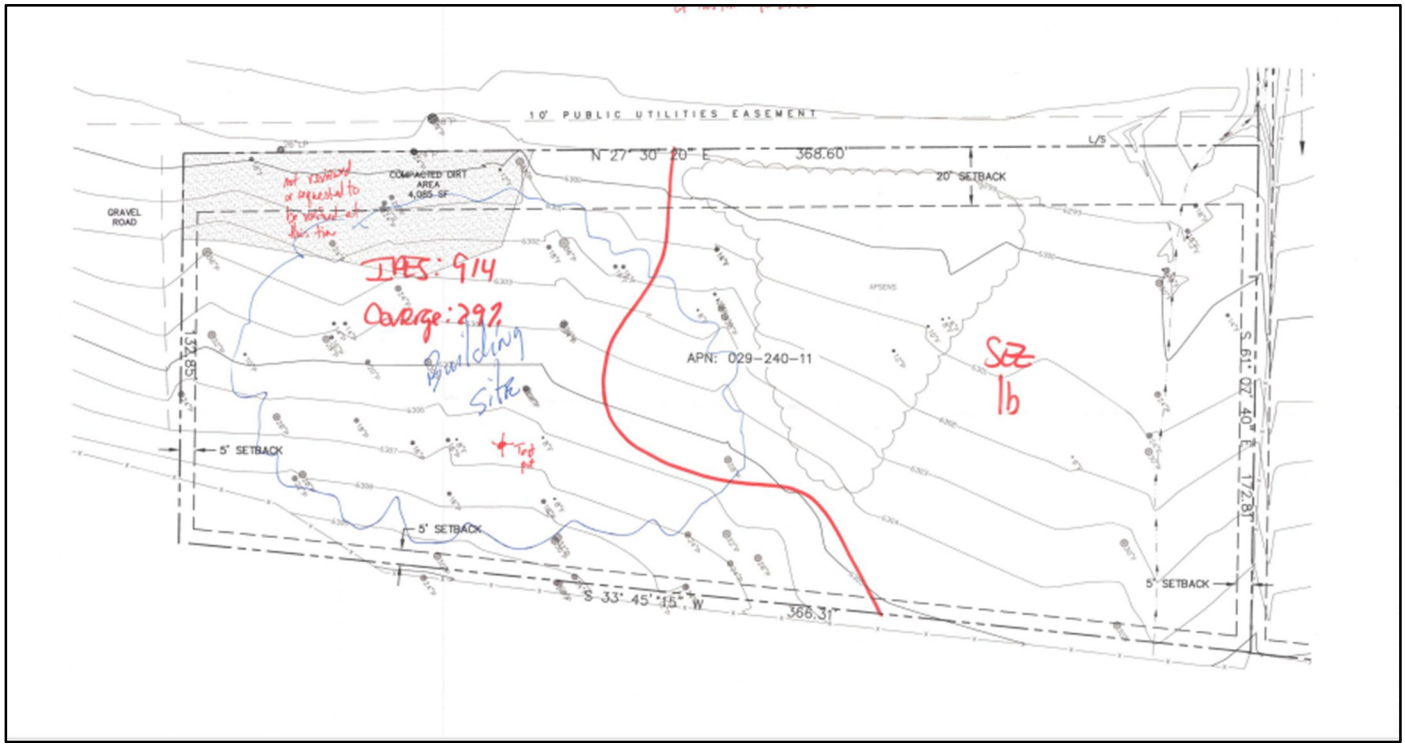
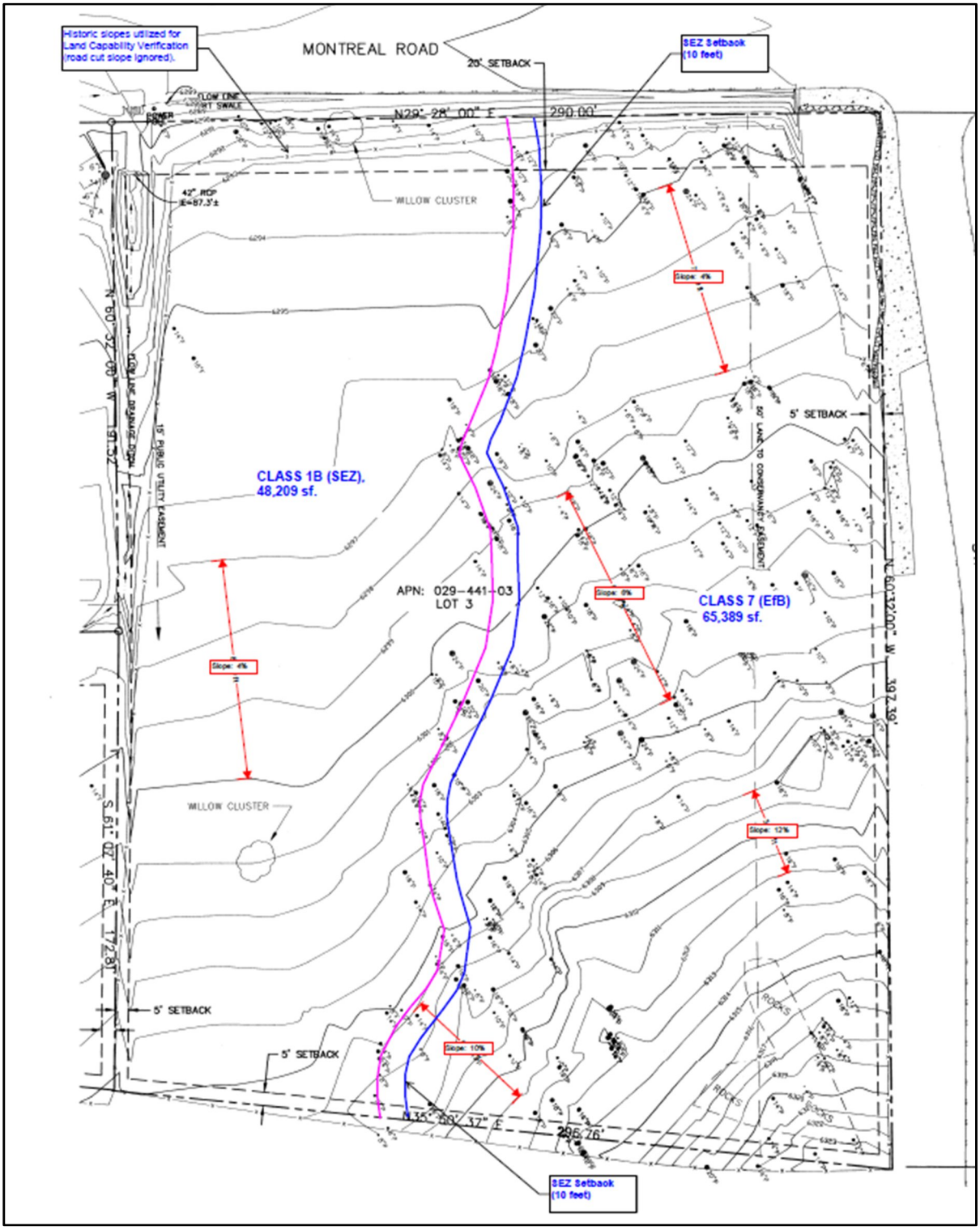


Figure 4 – APN 029-441-003 Land Capability Verification



Prior to preparing an Initial Study to evaluate the impacts of the proposed amendment, the City, in coordination with the applicant, conducted an online public scoping meeting on November 12, 2020, to take public comment on the proposed amendment and the scope of the environmental analysis. The meeting was attended by members of the public and staff members from the League to Save Lake Tahoe, the California Tahoe Conservancy, and the Nevada Division of State Parks. Commenters expressed concerns that the proposed amendment would impact the adjacent SEZ and its potential for quality habitat, result in management issues extending beyond the private development, encroachment, storage of equipment on public lands, change to the recreation character of the area resulting in scenic impacts, wildfire impacts, and creating parking issues at Van Sickle State Park.

Scenic

The developable portion of the subject parcel is approximately 540 feet from Van Sickle State Park and is well screened with mature vegetation located along the southern boundary of the Van Sickle Park property line and the adjacent parcel (see Figure 5). Any future potential project would also be required to implement the design standards of the Tourist Core Area Plan, which requires a mountain architectural aesthetic that incorporates building articulation, fenestration, pitched roofs, use of earthtone colors, natural and natural appearing materials, and onsite landscape to ensure development complements its natural setting. Incorporating the adopted design standards would reduce any potential scenic impacts or impacts to existing scenic views located onsite or offsite.

Encroachment

To reduce any potential encroachment on public lands, the SEZ, or degrade habitat, and restrict the storage of personal property on adjacent public lands, any future potential project will include a visually permeable perimeter fencing along the SEZ setback line. The fence will reduce any potential encroachment on the SEZ or on adjacent public lands.

Parking

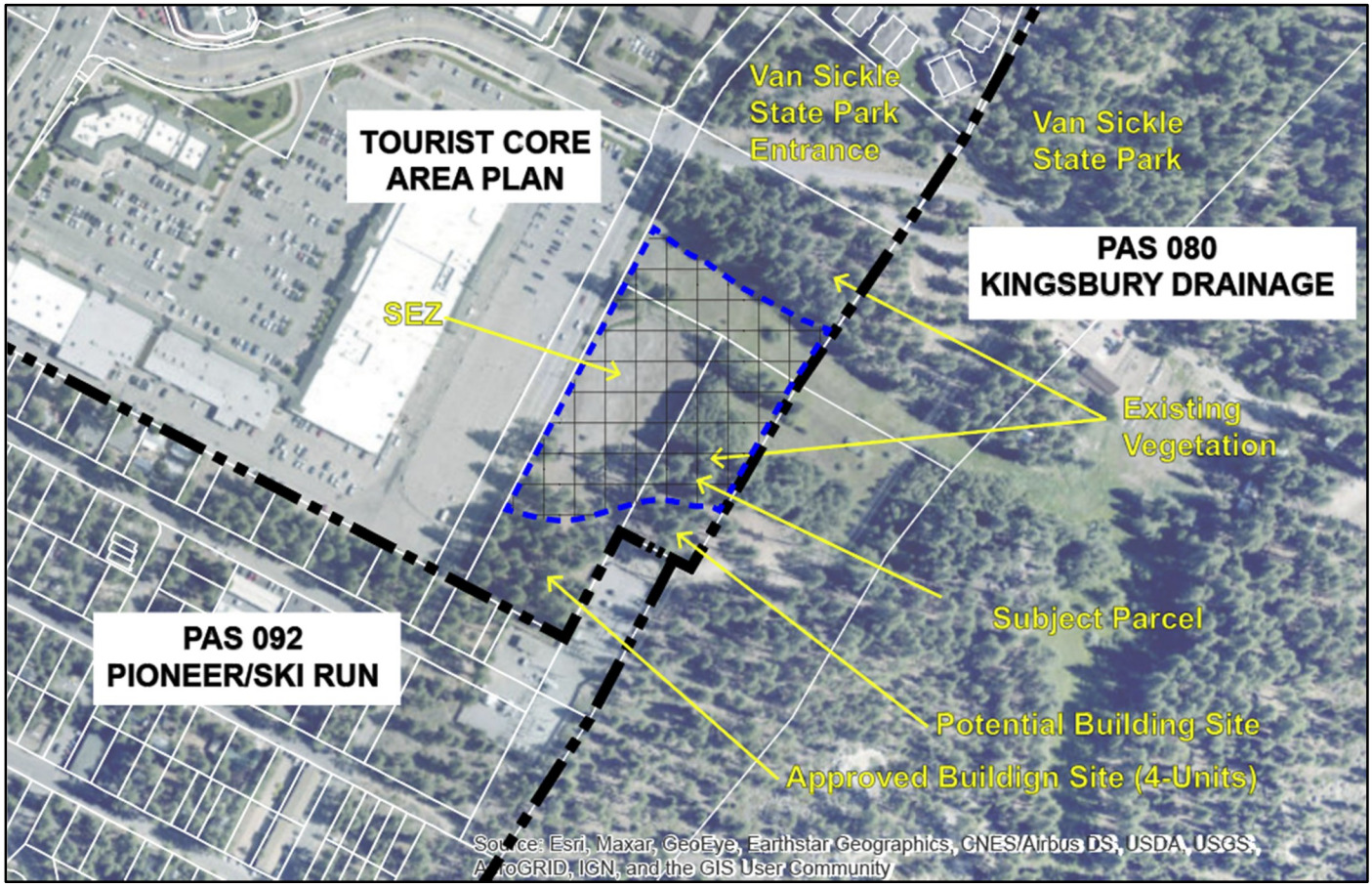
Concerns were expressed by the California Tahoe Conservancy that limited parking at Van Sickle State Park would be used by private individuals in any future residential project, thereby excluding the public from parking at the park. The City parking standards require all project types, including residential, to provide adequate onsite parking to serve the residents and guests. Any potential future projects would be required to meet the City parking standards. Moreover, due to the proximity of the entrance of Van Sickle State Park to the subject parcel, it is unlikely any future residents or guests would utilize parking at the park. As noted by CTC staff, Van Sickle Park was purposely designed to encourage pedestrian access by limiting parking and providing recreation access to a highly urbanized south shore area via existing sidewalks and paths.

Fire Risk

Concerns were also raised about the proposed amendment increasing fire risk by pushing development into the Wildland-Urban Interface Zone. It should be noted that the Recreation

District already allows development, and all development, regardless of its zoning district, is required to use materials, systems and/or assemblies in the exterior design and construction that meet California Building Code 7A requirements for construction in the Wildland-Urban Interface Zone. All potential projects are also required to meet appropriate setback requirements for defensible space and must be approved by the City Fire Inspector.

Figure 5 – Subject Parcel in Relation to Van Sickle State Park



Revised Project Description and Proposed Amendment

As a result of comments received during the scoping meeting and subsequent discussions with California Tahoe Conservancy staff, the proposed amendment was amended to address these concerns. The project description was revised to remove the parcel adjacent to Van Sickle State Park from the proposal (APN029-441-003). This parcel would remain zoned as recreation.

Subsequently, the remaining subject recreation parcel (APN 029-240-011) was merged with APN 029-441-004, which is located in the TSC-MU district, to create APN 029-441-024. However, the merge did not affect the area plan boundary, and a portion of the new merged parcel is still zoned Recreation and is the subject area of this proposed amendment (see Figure 6).

In response to concerns related to a change in recreation character and potential scenic impacts, the proposed amendment was also revised to add policies to the TSC-MU district that are specifically applicable to the subject parcel. These policies would limit the use of this parcel to residential, linear public facilities, recreation, resource management, and open space uses (tourist, commercial, and most general public service land uses would be prohibited). In addition, the density was proposed to be capped at four dwelling units an acre.

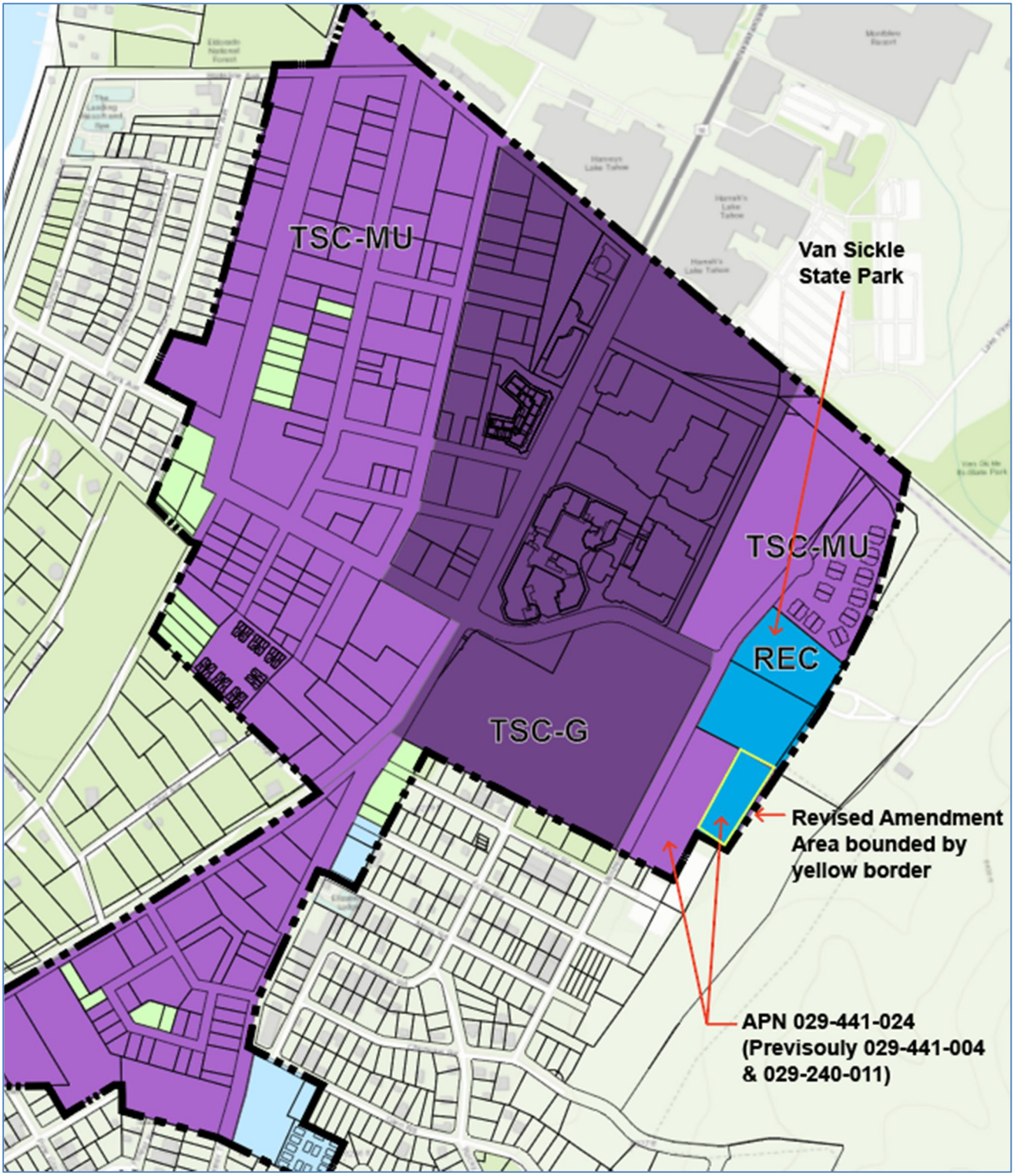
In addition to the change in the project description, the privately initiated area plan amendment was incorporated into the staff-initiated Tourist Core Area Plan Amendment to streamline the amendment process.

2024 Project Description and Proposed Amendment

On June 6, 2023, staff presented the Tourist Core Area Plan Amendment to the City Council. During deliberation, the City Council questioned the proposed reduction in density and commented that the density should be higher considering the parcel is located in a designated Town Center. In addition to supporting higher density on the parcel, the Council directed staff to remove the privately initiated area plan amendment from the staff-initiated Tourist Core Area Plan Amendment and process the amendment separately on its own merit.

As a result of the City Council comments related to density, the applicant has revised the project description to remove the density limitation of four dwelling units an acre. All other aspects of the proposal would remain the same, including limiting residential and linear public facilities, recreation, resource management, and open space uses on the parcel. If the amendment is successful, the Tourist Core Area Plan density standard would potentially allow up to 32 additional residential units. In addition, the applicant has also revised the project description to commit to deed restricting two residential units in any potential future project to TRPA-designated "achievable units."

Figure 6 – Revised Amendment Area



Initial Study

To evaluate the potential environmental impacts of the proposed amendment, Hauge Brueck Associates prepared an Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to the California Environmental Quality Act (CEQA). The IS/MND analyzes the project's potential to result in significant environmental impacts. Areas of analysis include aesthetics, agriculture and forestry, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population and housing, public services, recreation, transportation and traffic, utility and services systems, and additional mandatory findings of significance related to potential cumulative impacts. The analysis concluded that the proposed project could potentially have impacts in the following resource areas: public services and recreation.

The IS/MND concluded that the proposed amendment could potentially impact parking demand at full build-out if the amendment were successfully adopted. The IS/MND includes Mitigation Measure TRAN-1, which requires the property owner to enter into an agreement for offsite parking or submit a parking analysis that supports a reduction in the parking demand ratio.

Tribal Consultation

Pursuant to state law, the City has completed the requirements for consultation with Native American tribes under Assembly Bill 52 and the California Environmental Quality Act (CEQA) Guidelines. Consultation letters were sent on December 14. 2020 to the Ione Band of Miwok Indians, the Shingle Springs Band of Miwok Indians, the United Auburn Indian Community, and the Washoe Tribe of California and Nevada. The City did not receive a request for consultation on the proposed area plan amendment.

Public Comment Period and Public Noticing

The IS/MND has been sent, along with a Notice of Completion, to the California State Clearinghouse for distribution to state and regional agencies for review. The IS/MND has also been available at City offices (1052 Tata Lane) and online at https://www.cityofslt.us/DocumentCenter/View/14967/Tourist-Core-Area-Plan-Amendment-PDF. The 30-day comment period begins on January 19, 2024, and ends on February 26, 2024.

A Notice of Availability and Notice of Intent, advertising the review period was published in the Tahoe Daily Tribune on January 26, 2024, and mailed to affected property owners on January 30, 2024. The Planning Commission conducted a duly noted public hearing on February 22, 2024, to take public comment on the proposed amendments and the Initial Study/Mitigated Negative Declaration.

On March 21, 2024, the proposed amendments and the Initial Study/Mitigated Negative Declaration was considered by the Planning Commission. The Planning Commission received a presentation from staff and the applicant's representative, took public comment, voted 3-0 to pass a resolution adopting the Initial Study/Mitigated Negative Declaration, and recommended the City Council adopt the Tourist Core Area Plan Amendments.

Environmental Considerations:

California Environmental Quality Act

See "Issue and Discussion" section above.

Financial Implications:

None

Policy Implications:

City of South Lake Tahoe General Plan

The following goals and policies are applicable to the proposed amendment.

The subject parcel is currently designated as Tourist Center in the City General Plan. The Tourist Center, land use designation, is defined as follows:

This designation provides for a mixture of uses, including tourist accommodation, commercial, intensive recreation, high-density residential, and mixed-use residential. This designation is applied to areas that are currently developed as commercial/visitor centers, have excess land coverage, where vertical mixed-use projects are appropriate and are near commercial, employment, transit, and public services.

The Land Use and Community Design Element of the General Plan includes the following goals and policies to encourage development, redevelopment, and upgrades to existing development.

Goal LU-2 : To focus future commercial, multi-family residential, tourist, civic, and social gathering space development in community plan area in order to maximize incentives and create transit,-bicycle-, and pedestrian-oriented places that serve the needs of both residents and visitors.

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 1-7: The City shall direct high-density residential development to sites located within walking distance of public transit and services. The City shall consider minimum density requirements in these areas.

The proposed amendment is generally consistent with the goals and policies listed above in that the amendment would potentially direct high-density residential uses within a designated Town Center and is within proximity of commercial, recreation, employment, transit and public service uses.

Tourist Core Area Plan

The Tourist Core Area Plan was adopted by the City "to establish a framework that will achieve redevelopment and reinvestment in properties, on the ground environmental improvement, enhancement of the built environment…and increased access to recreation opportunities." The proposed amendments would rezone the subject parcel to TSC-MUC and would potentially allow for residential development beyond the one caretaker unit or employee housing that is currently allowed. The proposed amendment is consistent with the Tourist Core Area Plan Town Center and TSC-MU designation, which encourages the diversification of land uses within close proximity to employment centers, services, recreation and transit.

While the TCAP currently shows the amendment area in the Recreation District it is also included in the TCAP Town Center Overlay and included in the Transfer of Development Rights Receiving Area. The amendment is, therefore, also internally consistent with the TCAP.

TRPA Regional Plan

The TRPA Conceptual Regional Land Use Map (https://www.trpa.gov/wp-content/uploads/documents/archive/2/FinalAdoptedRegionalPlanMaps_amended1-2-2018.pdf) identifies the amendment area as "Tourist" land use and within a "Town Center" district. Town Centers are targeted for redevelopment in a manner that improves environmental conditions, creates a more sustainable and less auto-dependent development pattern, and provides economic opportunities in the Region. The amendment is, therefore, consistent with the TRPA Regional Plan. Specifically, the amendment is compatible with TRPA Land Use Policies LU-1.1 and LU-1.2 as well as Community Design Policy LU-2.1

A precedent exists for rezoning recreation properties to allow for residential and tourist accommodation uses. These include an amendment in the 1990s to Plan Area Statement 070 to permit tourist accommodation uses within the existing Edgewood Tahoe Golf Course and the 2012 TRPA Regional Plan creation of a Resort Recreation District for Edgewood Company's "mountain parcel" and the Heavenly Ski Resort California base lodge area. These amendments allow for multi-family development and tourist accommodation uses on formerly zoned recreation properties close to employment centers, services, recreation, and transit.

089B -- CALIFORNIA-SOUTH STATELINE RESORT AREA 1/7/87

PLAN DESIGNATION:

Land Use Classification - TOURIST

Management Strategy - REDIRECTION

Special Designation - PRELIMINARY COMMUNITY PLAN AREA
ELIGIBLE FOR REDEVELOPMENT PLANS
TDR RECEIVING AREA FOR:
1. Existing Development
2. Residential Bonus Units
(Policy 5 limitation)
SCENIC RESTORATION AREA
PREFERRED AFFORDABLE HOUSING LOCATION
MULTI-RESIDENTIAL INCENTIVE PROGRAM
(Policy 5 limitation)

DESCRIPTION:

Location: This is a hotel/motel area on the California side of South Stateline and is located on TRPA maps H-16 and H-17.

Existing Uses: This area includes numerous motels, the Crescent V shopping center, Lakeside Marina, numerous commercial establishments, and some older residences. The area is 95 percent built out.

Existing Environment: The land classification of this area is a mixture of high and low hazard. The shorezone tolerance district is 1. Land coverage and disturbance is high.

PLANNING STATEMENT: This area should continue as a minor tourist center with an emphasis on redirection through redevelopment.

PLANNING CONSIDERATIONS:

1. This area has traffic congestion problems at peak periods.

2. This area is the major traffic generator in the Basin.

3. There is a disturbed barrier beach with littoral drift problems.

4. This area contains Scenic Roadway Unit 32 and Scenic Shoreline Unit 31 and the roadway unit is targeted for restoration as required by the scenic threshold.

5. This area has some drainage problems on Pine Boulevard.

6. There is a need for affordable housing in this Plan Area.

7. There are pedestrian access problems in the vicinity of the post office.

SPECIAL POLICIES:

1. Redirection in PAS 089A, 089B, 091, 092 should be consistent with an adopted Redevelopment Plan and Community Plan. These plans may include consideration of additional building height consistent with that permitted by the Code of Ordinances.

2. The Lakeside Marina harbor and adjacent barrier should be reviewed to determine whether or not significant littoral drift problems exist. If a significant littoral drift problem does exist, then reasonable alternatives should be reviewed. Any alternative to mitigate a significant littoral drift problem should receive appropriate private and public financial assistance to accomplish this goal.

3. A special Plan Area transportation plan should be developed for this Plan Area to include consideration of alternative transportation modes, transit terminals, more efficient vehicular and pedestrian access, and movement and parking for tour and other buses outside the Stateline area.

4. Restoration of the barrier beach/SEZ area should be a high priority.

5. This area should be considered for affordable housing for casino employees, on a fair-share basis with the Nevada Plan Areas. Residential bonus units shall only be permitted for employee or affordable housing.

6. Additional pedestrian crossings should be considered in this area, especially near the Stateline post office.

7. The Crescent V Center and adjacent areas should have a high priority for initial redirection activities.

PERMISSIBLE USES: Pursuant to Chapter 18 PERMISSIBLE USES and if applicable, Chapter 51 PERMISSIBLE USES AND STRUCTURES IN THE SHOREZONE AND LAKEZONE, the following primary uses may be permitted within all or a portion of the Plan Area. The list indicates if the use is allowed (A) or must be considered under the provisions for a special use (S). Existing uses not listed shall be considered nonconforming uses within this Plan Area. The establishment of new uses not listed shall be prohibited within this Plan Area.

General List: The following list of permissible uses is applicable throughout the Plan Area.

Residential	-	Employee housing (S), home occupations-nonexempt (A), multiple family dwelling (S), multi-person dwelling (S), nursing and personal care (S), residential care (S), seconday residence (S), and single family dwelling (S).
Tourist Accommodation	-	Bed and breakfast facilities (A), hotels, motels, and other transient dwelling units (A), timeshare (hotel/motel design) (S), and timeshare (residential design) (S).
Commercial	-	Eating and drinking places (A), food and beverage retail sales (A), furniture, home furnishings and equipment (S), general merchandise stores (A), mail order and vending (A), nursery (A), outdoor retail sales (S), service stations (A), amusements and recreation services (A), privately owned assembly and entertainment (S), outdoor amusements (S), broadcasting studios (A), business support services (A), financial services (A), health care services (A), personal services (A), professional offices (A), repair services (A), schools - business and vocational (S), schools - pre-schools (S), secondary storage (S), and vehicle storage and parking (S).
Public Service	-	Churches (A), cultural facilities (A), day care centers (A), local assembly and entertainment (S), local post office (A), local public health and safety facilities (A), membership organizations (A), publicly owned assembly and entertainment (S), social service organizations (A), pipelines and power transmission (S), transit stations and terminals (S), transportation routes (S), and transmission and receiving facilities (S).
Recreation	-	Day use areas (A), participant sports facilities (S), sport assembly (S), beach recreation (A), boat launching facilities (S), outdoor recreation concessions (A), marinas (S), riding and hiking trails (S), and visitor information center (S).
Resource Management	-	Reforestation (A), sanitation salvage cut (A), thinning (A), timber stand improvement (A), tree farms (A), early successional stage vegetation management (A), nonstructural fish habitat management (A), nonstructural wildlife habitat management (A), structural fish habitat management (A), structural wildlife habitat management (A), fire detection and suppression (A), fuels treatment (A), insect and disease suppression (A), sensitive plant management (A), uncommon plant community management (A), erosion control (A), runoff control (A) and SEZ restoration (A).

Nearshore and Foreshore of the Shorezone: Within the specified shorezone tolerance district, the following primary uses may be permitted in the nearshore and foreshore. Structures listed as accessory structures may only be permitted as accessory to an existing permissible use located on the adjoining littoral parcel. Shorezone uses and land uses shall be compatible.

Tolerance District 1

Primary Uses	-	Water oriented outdoor recreation concessions (A), beach recreation (A), water borne transit (A), boat launching facilities (S), tour boat operations (A), safety and navigation facilities (A), and marinas (S).
Accessory Structures	-	Buoys (A), piers (S), fences (S), boat ramps (S), floating docks and platforms (A), shoreline protective structures (S), and water intake lines (A).

MAXIMUM DENSITIES: Pursuant to Chapter 21 DENSITY OF USE, the following list establishes the maximum allowable densities that may be permitted for any parcel located within the Plan Area. The actual development permitted may be further limited by transfer of development rights limitations, residential density incentive programs, special use determinations, allocation limitations and general site development standards.

USE	MAXIMUM DENSITY
Residential	
Single Family Dwelling	1 unit per parcel
Multiple Family Dwelling	15 units per acre
Multi-person Dwelling	25 people per acre
Nursing and Personal Care	25 people per acre
Residential Care	25 people per acre
Secondary Residence	1 unit per area of project
Employee Housing	As per the limitations above
Tourist Accommodation	
Bed and Breakfast	10 units per acre
Hotel, Motel and other Transient Units	
-with less than 10% of units with kitchens	40 units per acre
-with 10% or more units with kitchens	15 units per acre
Timeshare	As per the limitations set forth in this table
Recreation	
Recreation vehicle parks	10 sites per acre

RESIDENTIAL BONUS UNITS: Pursuant to Chapter 35, the maximum number of residential bonus units which may be permitted for this Plan Area is 145 units.

MAXIMUM COMMUNITY NOISE EQUIVALENT LEVEL: The maximum community noise equivalent level for this Plan Area is 60 CNEL. The maximum community noise equivalent level for the Highway 50 corridor is 65 CNEL.

ADDITIONAL DEVELOPED OUTDOOR RECREATION: The following are the targets and limits for additional developed outdoor recreation facilities specified in Chapter 13 to be located within this Plan Area. Specific projects and their timing are addressed in the TRPA Five-Year Recreation Program pursuant to Chapter 33 Allocation of Development. The following additional capacities allowed are measured in persons at one time:

SUMMER DAY USES 100 PAOT WINTER DAY USE 0 PAOT OVERNIGHT USES 0 PAOT

IMPROVEMENT PROGRAMS: The capital improvement and other improvement programs required by the Regional Goals and Policies Plan for this area shall be implemented. The improvements include, but are not limited to, the following:

1. Improvements required by the Surface Water Management Plan as shown on Figure VIII-1 through 18 of Volume I of the 208 Water Quality Plan.

2. The highway and transit improvements indicated in the Transportation Element of the Regional Goals and Policies Plan.

3. Stream zone restoration as indicated in the Stream Environment Zone Restoration Program. (To be completed.)

4. The scenic restoration and landscaping improvements indicated in the Scenic Quality Implementation Program for the Highway 50 corridor. (To be completed.)

PLAN DESIGNATION:

Land Use Classification	-	TOURIST
Management Strategy	-	REDIRECTION
Special Designation	-	PRELIMINARY COMMUNITY PLAN AREA ELIGIBLE FOR REDEVELOPMENT PLANS TDR RECEIVING AREA FOR: 1. Existing Development SCENIC RESTORATION AREA

DESCRIPTION:

Location: This is the commercial strip along both sides of Ski Run Boulevard extending in both directions down Highway 50 from the intersection of Ski Run Boulevard and Highway 50 and is located on TRPA maps H-17 and G-17.

Existing Uses: This area includes numerous motels, Ski Run Marina, miscellaneous commercial services and a few residential uses. The area is 95 percent built out. The beach area near Ski Run Marina is in private ownership, but is accessible by the public.

Existing Environment: The area is classified as 75 percent SEZ, with the other 25 percent being low hazard. The shoreline is tolerance district 1. The land coverage is 65 percent plus an additional 20 percent disturbed.

PLANNING STATEMENT: This area should be redeveloped to continue to provide tourist accommodations and services with scenic and environmental improvements.

PLANNING CONSIDERATIONS:

1. Extensive modifications to the SEZ and barrier beach have occurred.
2. Local flooding problems exist.
3. Traffic congestion and noise problems are common along Highway 50.
4. Extensive water quality, dredging, siltation, and parking problems exist at the marina.
5. Additional fire hydrants are needed in this area.
6. The SEZ in this area should be considered for reclassification to man-modified.

4. This area would be a good location for a redevelopment demonstration project.

8. Scenic Roadway Unit 33 and Scenic Shoreline Unit 31 are in this area and are targeted for restoration as required by the scenic threshold.

SPECIAL POLICIES:

1. Community Plan and Redevelopment Plans should consider long term improvements anticipated for the Heavenly Valley Ski Area base facility and development in PAS 089A, 089B, 091, and 092.

2. The stream environment zones in this area shall be evaluated as soon as possible. They should then be designated for restoration or reclassification.

3. The Ski Run Marina area should be retained as a view point to the lake and any expansion or modification should be consistent with an approved marina master plan.

4. Undergrounding of utilities in this area should be encouraged.

5. Additional public/private parking should be authorized on a special use basis.

6. Redirection of development should initially occur by means of a special design district and public/private development agreements.

7. Uses incompatible with scenic restoration should not be located on the Highway 50 and Ski Run Boulevard corridors.

PERMISSIBLE USES: Pursuant to Chapter 18 PERMISSIBLE USES and if applicable, Chapter 51 PERMISSIBLE USES AND STRUCTURES IN THE SHOREZONE AND LAKEZONE, the following primary uses may be permitted within all or a portion of the Plan Area. The list indicates if the use is allowed (A) or must be considered under the provisions for a special use (S). Existing uses not listed shall be considered nonconforming uses within this Plan Area. The establishment of new uses not listed shall be prohibited within this Plan Area.

General List: The following list of permissible uses is applicable throughout the Plan Area.

Residential - Employee housing (S), home occupations-nonexempt (A), multiple family dwelling (A), multi-person dwelling (S), nursing and personal care (S), residential care (S), secondary residence (S), and single family dwelling (S).

Tourist Accommodation	-	Bed and breakfast facilities (A), hotel, motels, and other transient dwelling units (A), timeshare (hotel/motel design) (A), and timeshare (residential design)(A).
Commercial	-	Eating and drinking places (A), food and beverage retail sales (A), furniture, home furnishings and equipment (S), general merchandise stores (A), mail order and vending (A), nursery (S), outdoor retail sales (S), service stations (A), amusements and recreation services (A), privately owned assembly and entertainment (S), outdoor amusements (S), animal husbandry services (S), auto repair and service (S), broadcasting studios (A), business support services (A), contract construction services (S), financial services (A), health care services (A), personal services (A), professional offices (A), repair services (A), schools - business and vocational (S), schools - pre-schools (S), secondary storage (S), small scale manufacturing (S), and vehicle storage and parking (S).
Public Service	-	Churches (A), cultural facilities (A), day care centers (A), government offices (S), local assembly and entertainment (A), local post office (A), local public health and safety facilities (A), membership organizations (A), publicly owned assembly and entertainment (S), regional public health and safety facilities (S), schools - kindergarten through secondary (S), and social service organizations (A).
Recreation	-	Day use areas (A), participant sports facilities (S), beach recreation (A), boat launching facilities (S), outdoor recreation concessions (A), marinas (S), and visitor information center (S).
Resource Management	-	Reforestation (A), sanitation salvage cut (A), thinning (A), timber stand improvement (A), tree farms (A), early successional stage vegetation management (A), nonstructural fish habitat management (A), nonstructural wildlife habitat management (A), structural fish habitat management (A), structural wildlife habitat management (A), fire detection and suppression (A), fuels treatment (A), insect and disease suppression (A), sensitive plant management (A), uncommon plant community management (A), erosion control (A), runoff control (A), and SEZ restoration (A).

Nearshore and Foreshore of the Shorezone: Within the specified shorezone tolerance district, the following primary uses may be permitted in the nearshore and foreshore. Structures listed as accessory structures may only be permitted as accessory to an existing permissible use located on the adjoining littoral parcel. Shorezone uses and land uses shall be compatible.

Tolerance District 1

Primary Uses	-	Water oriented outdoor recreation concessions (A), beach recreation (A), water borne transit (A), boat launching facilities (S), tour boat operations (A), safety and navigation devices (A), and marinas (S).
Accessory Structures	-	Buoys (A), piers (multiple use only) (S), fences (S), boat ramps (S), shoreline protective structures (S), and water intake lines (A).

MAXIMUM DENSITIES: Pursuant to Chapter 21 DENSITY OF USE, the following list establishes the maximum allowable densities that may be permitted for any parcel located within the Plan Area. The actual development permitted may be further limited by transfer of development rights limitations, residential density incentive program, special use determinations, allocation limitations and general site development standards.

USE	MAXIMUM DENSITY
Residential	
Single Family Dwelling	1 unit per parcel
Multiple Family Dwelling	15 units per acre
Multi-person Dwelling	25 people per acre
Nursing and Personal Care	25 people per acre
Residential Care	25 people per acre
Secondary Residence	1 unit per area of project
Employee Housing	As per the limitations above
Tourist Accommodation	
Bed and Breakfast	10 units per acre
Hotel, Motel and other Transient Units	
-with less than 10% of units with kitchens	40 units per acre
-with 10% or more units with kitchens	15 units per acre
Timeshare	As per the limitations set forth in this table

RESIDENTIAL BONUS UNITS: Pursuant to Chapter 35, the maximum number of residential bonus units which may be permitted for this Plan Area is 0 units.

MAXIMUM COMMUNITY NOISE EQUIVALENT LEVEL: The maximum community noise equivalent level for this Plan Area is 60 CNEL. The maximum community noise equivalent level for the Highway 50 corridor is 65 CNEL.

ADDITIONAL DEVELOPED OUTDOOR RECREATION: The following are the targets and limits for additional developed outdoor recreation facilities specified in Chapter 13 to be located within this Plan Area. Specific projects and their timing are addressed in the TRPA Five-Year Recreation Program pursuant to Chapter 33 Allocation of Development. The following additional capacities allowed are measured in persons at one time:

SUMMER DAY USES 0 PAOT WINTER DAY USE 0 PAOT OVERNIGHT USES 0 PAOT

IMPROVEMENT PROGRAMS: The capital improvement and other improvement programs required by the Regional Goals and Policies Plan for this area shall be implemented. The improvements include, but are not limited to, the following:

1. Improvements required by the Surface Water Management Plan as shown on Figure VIII-17 of Volume I of the 208 Water Quality Plan.

2. The highway and transit improvements indicated in the Transportation Element of the Regional Goals and Policies Plan.

3. Stream zone restoration as indicated in the Stream Environment Zone Restoration Program. (To be completed.)

4. The scenic restoration and landscaping improvements indicated in the Scenic Quality Implementation Program for the Highway 50 corridor. (To be completed.)

Appendix C
Development and Design Standards

This section sets out the development standards, design standards and permissible uses for the land use districts in the Tourist Core Area Plan to achieve its desired urban form.

Applicability: All projects within the Tourist Core Area Plan shall meet the standards provided below. In addition, all projects are required to meet the Citywide Design Standards as well when applicable. Should a conflict occur between the Citywide standards and the Tourist Core Area Plan standards, the standards of this Area Plan shall apply. All regulations in the TRPA Code of Ordinances shall remain in effect unless superseded by the provisions of this Area Plan.

PERMISSIBLE USES

Table 1 lists the permitted primary land uses by district for the Tourist Core Area Plan and land use definitions are provided in Table 2. The regulations for the district are established by letter designations listed below. The designations apply strictly to the permissibility of land uses; applications for buildings or structures may require discretionary review. Uses not listed in the Table are prohibited.

(A) designates allowed uses subject to zoning compliance. An allowed use is one that can be established as the primary use of a building.

(S) designates uses that are permitted subject to approval of a Special Use Permit. A Special Use Permit requires discretionary approval by the City Planning Commission or Zoning Administrator following review and a determination that the nature of the proposed use, at the location proposed, is not detrimental to the public welfare or injurious to property or improvements in the neighborhood. To obtain a special use permit, the applicant must generally show that the contemplated use is compatible with the zoning ordinance and land use standards. Findings that such use would be essential or desirable to the public convenience or welfare, and will not impair the integrity and character of the zoned district or be detrimental to the public health, safety, morals or welfare are required.

(TRPA) designates uses that require TRPA review and permitting

(-) designates uses that are not permitted.

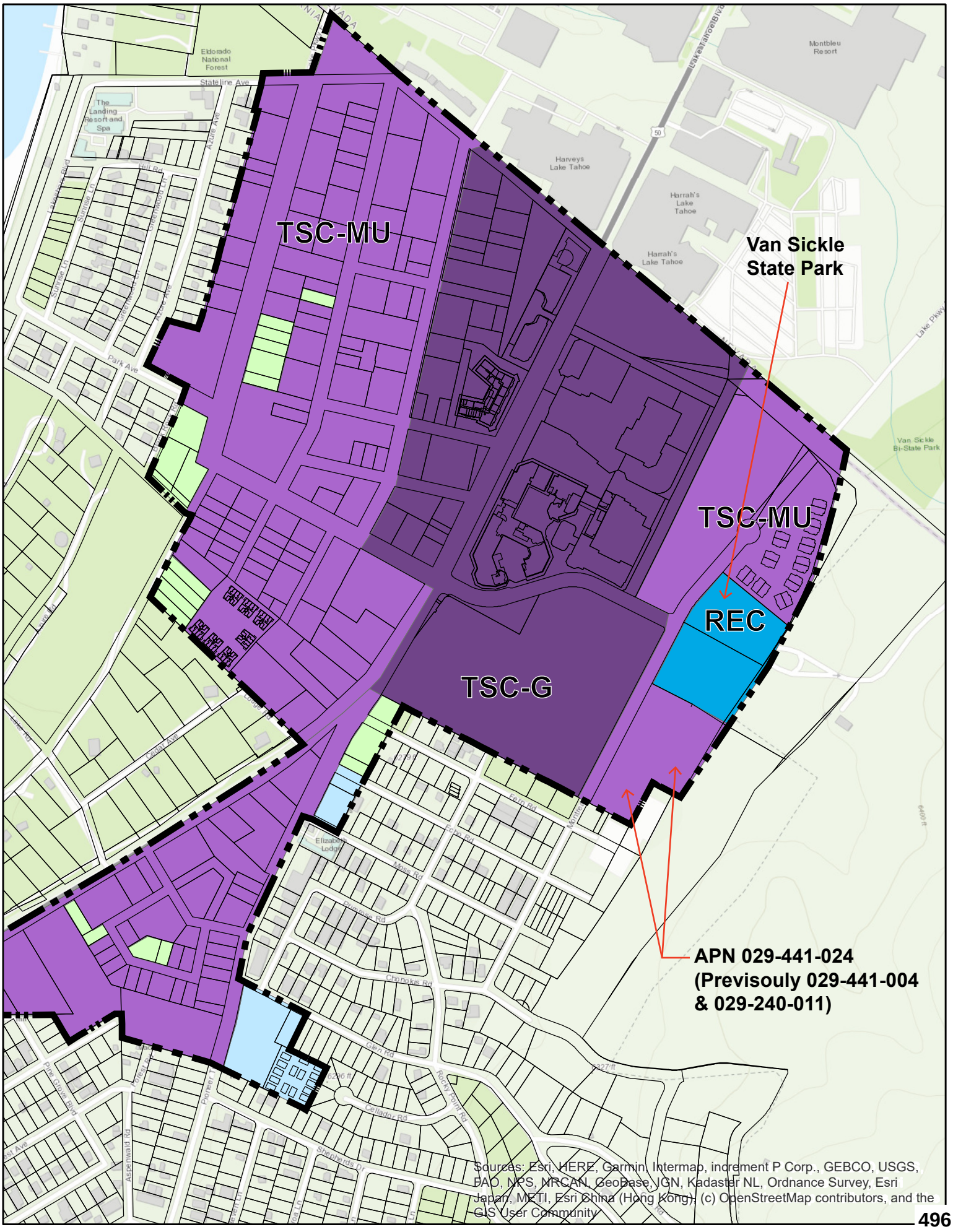
Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
RESIDENTIAL								
Domestic Animal Raising	-	-	-	-	-	-	S	-
Employee Housing	S	S	A	S	S	S	A	
Multiple Family Dwelling	A	A	A	A	A	A	-	-
Multi-Person Dwelling	S	S	S	S	S	S	-	-
Single Family Dwelling (includes condominiums)	A8	A	A	A	A	A	S1	-
TOURIST ACCOMMODATION								
Bed & Breakfast Facilities	-	A**13**	A9	S	A	A	-	-
Hotel, Motel, Other Transient Dwelling Units	A	A**13**	A9	S	A	A	-	-
Time Sharing	A	A**13**	A9	S	S	A	-	-
RETAIL COMMERCIAL								
General Retail and Personal Services	A	A**13**	A9	S	A	A	-	-
Building Material & Hardware	S6	-	-	-	-	S	-	-
Nursery	-	-	A9	-	-	S	-	-
Outdoor Retail Sales	A	-	S9	-	-	S	-	-
Eating & Drinking Places	A	S**13**	A9	S	A	A	-	-
Service Stations[11]	S	S**13**	-	-	S	S	-	-
ENTERTAIMENT COMMERCIAL								
Amusement & Recreation	S	S**13**	-	-	-	A	-	-
Privately Owned Assembly and Entertainment	S	S	-	-	-	S	S	-
Outdoor Amusements	-	S	S	-	S	S	S	-
SERVICE COMMERCIAL								
Animal Husbandry Services	-	-	-	-	-	A	-	-
Business Support Services	A7	S**13**	S9	-	S	A	-	-
Health Care Services	A2,5		A9	-	A	A	-	-
Professional Offices	A3,4	A**13**	A9	A	A	A	-	-
Schools – Business & Vocational	S	-	S9	-	A	A	-	-
LIGHT INDUSTRIAL COMMERCIAL								
Small Scale Manufacturing	S	S**13**	S9	S	-	S12	-	-
Industrial Services[11]	-	-	-	-	-	S12	-	-
WHOLESALE/STORAGE COMMERCIAL								
Vehicle Storage & Parking[11]	S	S**13**	S9	S	S	S	-	-
Wholesale and Distribution	-	-	-	-	-	S12		
GENERAL PUBLIC SERVICE								
Religious Assembly	-	S	S9	-	S	A	-	-
Cultural Facilities	S	S**13**	S9	-	S	A	-	-
Daycare Centers/Preschool	A	A**13**	A10	A	A	A	-	-
Government Offices	-	-	A9	-	-	S	-	-
Local Assembly & Entertainment	S	S	-	-	-	S	-	-
Local Public Health and Safety Facilities[11]	A	A	A	A	A	A	A	A

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
Public Owned Assembly & Entertainment	S	S	-	-	-	-	S	
Public Utility Centers[11]	-	S13	-	-	-	-	-	-
Social Service Organizations	-	-	A9	-	A	A	-	-
LINEAR PUBLIC FACILITIES								
Pipelines & Power Transmission	S	S	S	S	S	S	S	S
Transit Stations & Terminals	S	S	S	S	S	S	S	S
Transportation Routes	S	S	S	S	S	S	S	S
Transmission & Receiving Facilities	S	S	S	S	S	S	S	S
RECREATION								
Cross Country Ski Courses	-	-	-	-	-	-	S	-
Day Use Areas	A	A	A	A	A	A	A	A
Group Facilities	-	-	-	-	-	-	S	-
Outdoor Recreation Concessions	-	-	-	-	S	S	-	-
Participant Sport Facilities	S	-	-	-	-	-	-	-
Riding and Hiking Trails	-	-	-	-	-	S	S	-
Rural Sports	-	-	-	-	-	S	S	-
Snowmobile Courses	-	-	-	-	-	S	S	-
Visitor Information Centers	S	S	-	-	S	-	-	-
RESOURCE MANAGEMENT								
Forest and Timber Resource Management	A	A	A	A	A	A	A	A
Vegetation Resource Management	A	A	A	A	A	A	A	A
Water Quality Improvements and Watershed Management	A	A	A	A	A	A	A	A
Wildlife and Fisheries Resource Management	A	A	A	A	A	A	A	A
Range Management	-	-	-	-	-	-	A	-
OPEN SPACE								
Allowed in all areas of the Region	A	A	A	A	A	A	A	A
SHOREZONE								
(Tolerance Districts 1 and 4)								
Water Oriented Outdoor Recreation Concession	-	-	-	-	TRPA-A	TRPA-A	-	-
Beach Recreation	-	-	-	-	TRPA-A	TRPA-A	-	-
Water Borne Transit	-	-	-	-	TRPA-S	TRPA-S	-	-
Boat Launching Facilities	-	-	-	-	TRPA-S	TRPA-S	-	-
Tour Boat Operations	-	-	-	-	TRPA-S	TRPA-S	-	-
Safety and Navigation Devices	-	-	-	-	TRPA-A	TRPA-A	-	-
(Shorezone Tolerance District 4)								

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
Marinas	-	-	-	-	TRPA-S	TRPA-S	-	-
Buoys	-	-	-	-	TRPA-A	TRPA-A	-	-
Piers	-	-	-	-	TRPA-S	TRPA-S	-	-
Fences	-	-	-	-	TRPA-S	TRPA-S	-	-
Boat Ramps	-	-	-	-	TRPA-S	TRPA-S	-	-
Floating Docks and Platforms	-	-	-	-	TRPA-S	TRPA-S	-	-
Shoreline Protective Devices	-	-	-	-	TRPA-S	TRPA-S	-	-
Water Intake Lines	-	-	-	-	TRPA-A	TRPA-A	-	-

Note: In the Regional Center all residential projects equal to or exceeding 100,000 square feet of new floor area or non-residential projects equal to or exceeding 80,000 square feet of new floor area require TRPA review and approval. In the Town Center all residential projects equal to or exceeding 50,000 square feet of new floor area or non-residential projects equal to or exceeding 40,000 square feet of new floor area require TRPA review and approval.

1. Caretaker Residence Only
2. All Health Care Services are allowed except emergency outpatient or urgent care facilities which shall only be considered along Heavenly Village Way, formerly Park Avenue.
3. Allow Realty Offices within the district and limit financial services to ATMs.
4. Allow consideration for placement of Realty Offices within the district, and only when operated in conjunction with approved Park Avenue Redevelopment fractional ownership tourist accommodation projects. Such use shall occupy no more than five percent (5%) of the commercial floor area with any project area within the district.
5. All Health Care Services uses permissible throughout special district; provided that any Health Care Services uses proposed to front on either side of US Highway 50 and/or the intersections of Heavenly Village Way (formerly Park Avenue) and Stateline Avenue are limited to second floor or higher. See TRPA Ordinance 2009-05 Exhibit 2 for specific limitation locations.
6. Outdoor storage and display is prohibited.
7. Shall not front on US Highway 50.
8. Condominiums only.
9. Use not permitted in Special Area #1, which comprises of APNs 028-081-02, 028-081-04 & 028-081-15.
10. Daycare center allowed as an accessory use.
11. Land use category is identified in TRPA Code Section 60.3 as a "possible contaminating activity." Triggering special requirements pursuant to TRPA Code Section 60.4 if located within a Source Water Protection Zone.
12. Use only allowed in connection with a retail commercial use where it will enhance the visitor experience and is limited in size to 30% of the associated retail space.
13. **Uses not permitted in APN 029-441-024**


TSC-MU
Van Sickle
State Park
TSC-MU
REC
TSC-G
APN 029-441-024
(Previsouly 029-441-004
& 029-240-011)
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

CITY OF
SOUTH LAKE TAHOE

NOTICE OF AVAILABILITY /NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE TOURIST CORE AREA PLAN (RECREATION PARCEL) AMENDMENT

The City of South Lake Tahoe (City) is seeking public comments on a proposed amendment to the Tourist Core Area Plan (TCAP). The City of South Lake Tahoe proposes two amendments to the TCAP, specifically:

1. Amend the existing zoning for a portion of APN 029-441-024 (see attached map), specifically the portion of the parcel formerly recognized as APN 029-240-011, from Recreation (Rec) to Tourist Center Mixed-Use (TSC-MU) to allow additional residential uses and match the zoning of the former Colony Inn parcel with which it has recently been consolidated (formerly APN 029-441-004).
2. Add applicable TSC-MU policies to APN 029-441-024 that would limit the use of this parcel to residential, linear public facilities, recreation, resource management, and open space (tourist, commercial, and most general public service land uses would be prohibited).

The amended plan will serve as a mutual plan for the City of South Lake Tahoe and TRPA by providing direction for how the applicable area shall be regulated to achieve regional environmental and land use objectives. The development standards and the specific policies referenced in the amendments are the land use standards intended to administer and regulate development within the 3.79 acre project area of the TCAP.

The City has prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed amendment in compliance with the California Environmental Quality Act (CEQA, Public Resources Code Section 21000 et seq.), the CEQA Guidelines. The IS/MND is being circulated for public review and comment pursuant to Section 15073 (a) of the CEQA Guidelines. **The 30-day comment period begins on Friday, January 19, 2024 and ends on February 26, 2024**. Comments should be submitted by email to jhitchcock@cityofslt.us or by mail to:

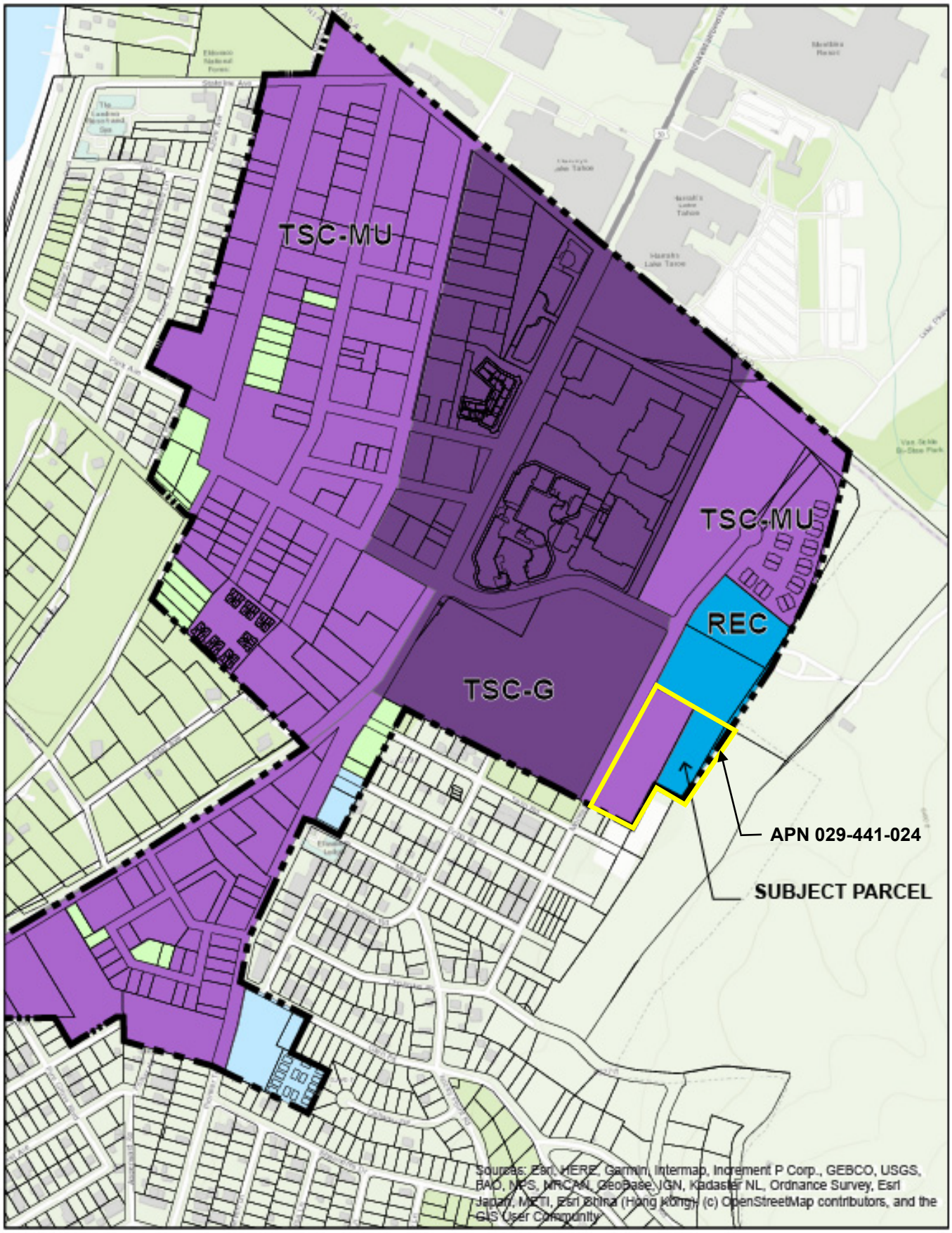
John Hitchcock
City of South Lake Tahoe Planning Division
1052 Tata Lane
South Lake Tahoe, CA 96150

The City of South Lake Tahoe Planning Commission will hold a public hearing on the proposed amendment at their regularly scheduled meeting on February 22, 2024 at 3:00 p.m. The Planning Commission agenda packet for this item will be available three days prior to the hearing at www.cityofslt.us/114/Planning-Commission. The hearing will be held in the City Council Chambers at 1901 Lisa Maloff Way, South Lake Tahoe, CA.

The IS/MND may be viewed and downloaded at the Planning Division web page: https://www.cityofslt.us/1108/Current-Projects. If you require additional information, please contact John Hitchcock at (530) 542-7472. A copy of the IS/MND is available for public review at 1052 Tata Lane, South Lake Tahoe, California.

Written public comments received 72 hours prior to the meeting will be distributed to the Planning Commission. Any writings or documents provided to a majority of the Planning Commission regarding any open session item will be made available for public inspection within the Agenda posted on the City's Website.

Every reasonable effort will be made to accommodate any person needing special assistance to participate in the Planning Commission meetings. Contact the City Clerk at (530) 542-6005 in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].


TSC-MU
TSC-MU
REC
TSC-G
APN 029-441-024
SUBJECT PARCEL
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

CITY OF SOUTH LAKE TAHOE
DEVELOPMENT SERVICES DEPARTMENT - PLANNING DIVISION

NOTICE OF OF A PUBLIC HEARING

CITY OF SOUTH LAKE TAHOE PLANNING COMMISSION

Proof of Service by Mail

SUBJECT:	Tourist Core Area Plan/Specific Plan Amendments and Initial Study/Mitigated Negative Declaration Adoption
ADDRESS:	3794 Montreal Road
APN:	029-441-024
DATE OF HEARING:	March 21, 2024
TIME AND LOCATION OF HEARING:	3:00 p.m. at City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150

STATE OF CALIFORNIA
COUNTY OF EL DORADO
CITY OF SOUTH LAKE TAHOE

I am an employee of the City of South Lake Tahoe, Development Services Department. On March 8, 2024, I served the attached notice pursuant to Section 6.55.640 of the South Lake Tahoe Municipal Code and Government Code Sections 65090 and 65091 (Planning and Zoning Law) on the persons named thereon or attached thereto by placing a true copy thereof with postage thereon fully prepaid in the United States mail. I declare, under penalty of perjury, that the foregoing is true and correct.

John Hitchcock

Digitally signed by John Hitchcock
Date: 2024.03.08 08:50:40 -08'00'

Signature

Executed on March 8, 2024, by John Hitchcock
Planning Manager
Development Service Department
1052 Tata Lane
South Lake Tahoe, CA 96150-6251

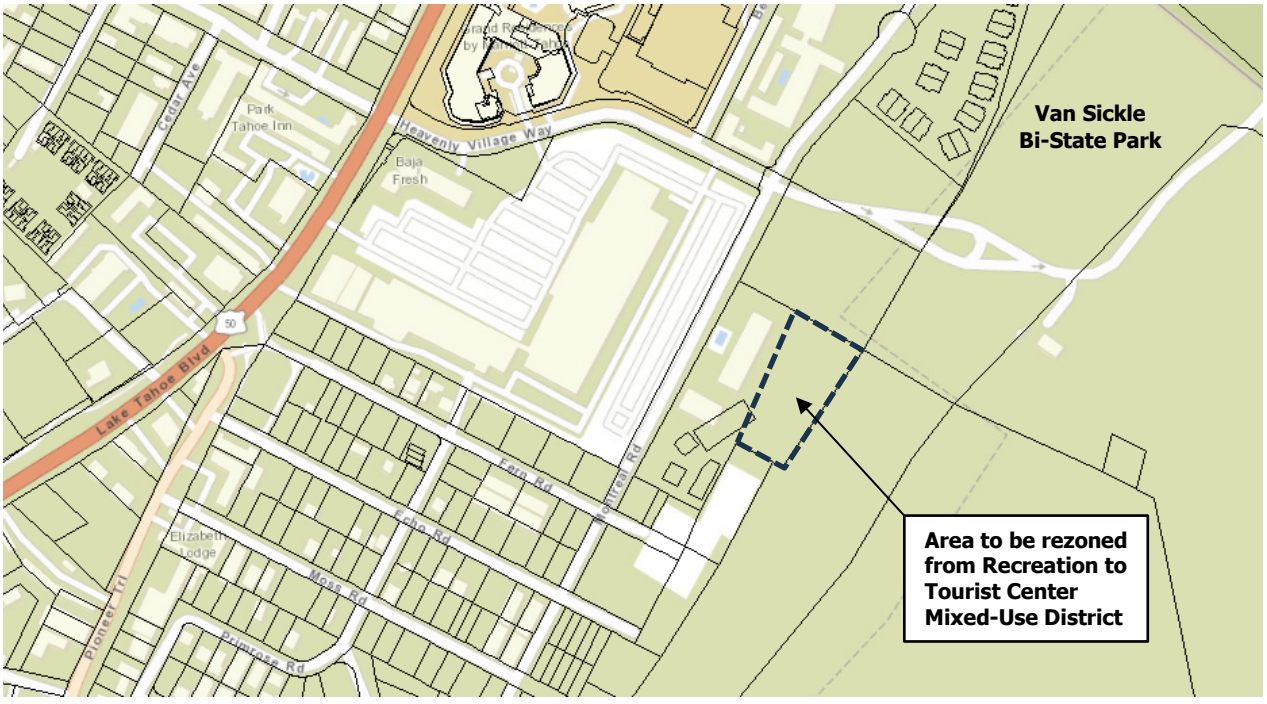
NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe Planning Commission will conduct a public hearing on **March 21, 2024 at 3:00 p.m.,** or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

- **Tourist Core Area Plan/Specific Plan Amendments and Initial Study/Mitigated Negative Declaration Adoption**

  Summary: The Planning Commission will be considering the adoption of an Initial Study/Mitigated Negative Declaration and a recommendation of an amendment to the Tourist Core Area Plan/Specific Plan. The proposed amendment would rezone a a portion of APN 029-441-024 from Recreation (Rec) to Tourist Center Mixed-Use (TSC-MU), (John Hitchcock, jhitchcock@cityofslt.us).

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe Planning Commission at, or prior to, the public hearing. Written testimony may be addressed to the Planning Commission in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.
Planning Commission agendas and related staff reports are available at least 72 hours in advance of regular meetings on the Planning Commission page of the City's website www.cityofslt.us or by contacting the City Clerk.



NOTICE OF A PUBLIC HEARING CITY OF SOUTH LAKE TAHOE PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe Planning Commission will conduct a public hearing on March 21, 2024 at 3:00 p.m., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

- Tourist Core Area Plan/Specific Plan Amendments and Initial Study/Mitigated Negative Declaration Adoption

Summary: The Planning Commission will be considering the adoption of an Initial Study/Mitigated Negative Declaration and a recommendation of an amendment of the Tourist Core Area Plan/Specific Plan. The proposed amendment would rezone a a portion of: APNs 029-441-024 from Recreation (Rec) to Tourist Center Mixed-Use (TSC-MU), (John Hitchcock, jhitchcock@cityofslt.us).

- Consideration of a Special Use Permit for Golf 247 Club LLC, 589 Tahoe Keys Boulevard, APN 022-210-030, File #24-019

Summary: The Planning Commission will be considering a City and a TRPA Special Use Permit for an Amusement and Recreation Use proposed at 589 Tahoe Keys Boulevard. The applicant is proposing a virtual reality golf gym at an existing commercial retail complex, (Gretchen Schooleman, gschooleman@cityofslt.us).

- Plan Revision, Special Use Permit, and Variance for the Landings at Tahoe Resort, 4104 Lakeshore Boulevard, File #23-174

- *Summary: Diamond Rock Hospitality Company submitted a plan revision to revise a previous project approved by the Planning Commission. The revised project proposes the construction of one new two-story tourist accommodation building (Building E) that will consist of three tourist accommodation units with accessory multi-use space and repurposing an existing two-story building (Building D) to accommodate 11 tourist accommodation units and accessory space to accommodate administrative offices and laundry space. The plan revision includes 94 onsite parking spaces as previously approved but modifies the parking spaces to 49 valet parking spaces, 45 self-parking spaces, and two loading spaces. The plan revision also includes the construction of a 5-foot asphalt sidewalk along Stateline Avenue, (John Hitchcock, jhitchcock@cityofslt.us).*

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe Planning Commission at, or prior to, the public hearing. Written testimony may be addressed to the Planning Commission in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

Planning Commission agendas and related staff reports are available at least 72 hours in advance of regular meetings on the Planning Commission and on the City's website www.cityofslt.us or by contacting the City Clerk.

Published: March 8, 2024

PARCELQUEST



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CA PACIFIC ELECTRIC CO LLC
933 ELOISE AVE
SOUTH LAKE TAHOE CA 96150

UNITED STATES OF AMERICA &
U S FOREST SERVICE
PO BOX 731002
SOUTH LAKE TAHOE CA 96158

CA PACIFIC ELECTRIC CO LLC
933 ELOISE AVE
SOUTH LAKE TAHOE CA 96150

CALIFORNIA TAHOE
CONSERVANCY
2161 LAKE TAHOE BLVD #2
SOUTH LAKE TAHOE CA 96150

STATE OF CALIFORNIA & CAL
IFORNIA TAHOE
1061 3RD ST
SOUTH LAKE TAHOE CA 96150

KENNETH W & SKRZYPEK
ELIZABETH DOMANCHUK
[redacted]

KENNETH W & SKRZYPEK
ELIZABETH DOMANCHUK
[redacted]

WEALS DONNA C & ROBERT D
MALONE
[redacted]

JOHN S & JANICE C GRAHAM
[redacted]

CA PACIFIC ELECTRIC CO LLC
933 ELOISE AVE
SOUTH LAKE TAHOE CA 96150

JOHN S & JANICE C GRAHAM
[redacted]

FERN STREET APTS A NV LLC
[redacted]

NORMANDY APARTMENTS A NV
LLC
[redacted]

SHARON & JOHNSON SIOBHAN
MCSWEENEY
[redacted]

SHARON & JOHNSON SIOBHAN
MCSWEENEY
[redacted]

GOLDEN OAK INVESTMENTS
INC & CA CORP
[redacted]

GOLDEN OAK INVESTMENTS
INC & CA CORP
[redacted]

GUSTAVO A & AMERICA I
SOMARRIBA
[redacted]

CA PACIFIC ELECTRIC CO LLC
933 ELOISE AVE
SOUTH LAKE TAHOE CA 96150

HVR ACQUISITIONS CA LLC
[redacted]

CRESCENT V LANDS INC
[redacted]

STATE OF CALIFORNIA & CAL
IFORNIA TAHOE
1061 3RD ST
SOUTH LAKE TAHOE CA 96150

STATE OF CALIFORNIA
2161 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150-

TAHOE CRESCENT CA LLC
[redacted]

Resolution 2024-XX

Adopted by the City of South Lake Tahoe
City Council

April 23, 2024

Adopting the Tourist Core Area Plan/Specific Plan Amendments and Initial Study/Mitigated Negative Declaration

BACKGROUND

A. The Tourist Core Area Plan/Specific Plan was adopted by the City of South Lake Tahoe City Council on October 15, 2013 (Ordinance 2013-1060).

B. The City received an application from HVR Acquisitions to amend the Tourist Core Area Plan to rezone a portion of APN 029-441-024 to Tourist Center Mixed-Use District and limit uses to residential, liner public facilities, recreation, resource management, and open space uses.

C. In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15070, the City of South Lake has prepared an Initial Study/Negative Declaration for the Tourist Core Area Plan/Specific Plan Amendments in compliance with CEQA.

D. In accordance with Government Code Section 65352, the City prepared a Notice of Availability and Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration for the proposed Tourist Core Area Plan/Specific Plan Amendments and circulated the Initial Study/Mitigated Negative Declaration for public comment between January 19, 2024, and February 26, 2024.

E. Pursuant to California Government Code Section 65453, a specific plan may be prepared and adopted by resolution or by ordinance and may be amended as often as deemed necessary by the legislative body.

F. The City of South Lake Tahoe Planning Commission, at a duly noticed public hearing held on March 21, 2024, considered the proposed amendments and found that 1) the Initial Study/Mitigated Negative Declaration reflects the City's independent judgment and analysis, 2) that there is no substantial evidence that the proposed Tourist Core Area Plan/Specific Plan Amendments will have a

significant effect on the environment, and adopted the Tourist Core Area Plan/Specific Plan Amendments Initial Study/Mitigated Negative Declaration.

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

1. Finds that the Initial Study/Mitigated Negative Declaration reflects the City's independent judgment and analysis.
2. Finds that there is no substantial evidence that the proposed Tourist Core Area Plan/Specific Plan Amendments will have a significant effect on the environment.
3. Finds the foregoing recitals are true and correct and made part of this resolution.
4. Adopts the Tourist Core Area Plan/Specific Plan Amendments as outlined in Exhibit 1 to this resolution.

Adopted by the City of South Lake Tahoe City Council on April 23, 2024, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, City Clerk

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

EXHIBIT 1 - EXISTING CONDITIONS

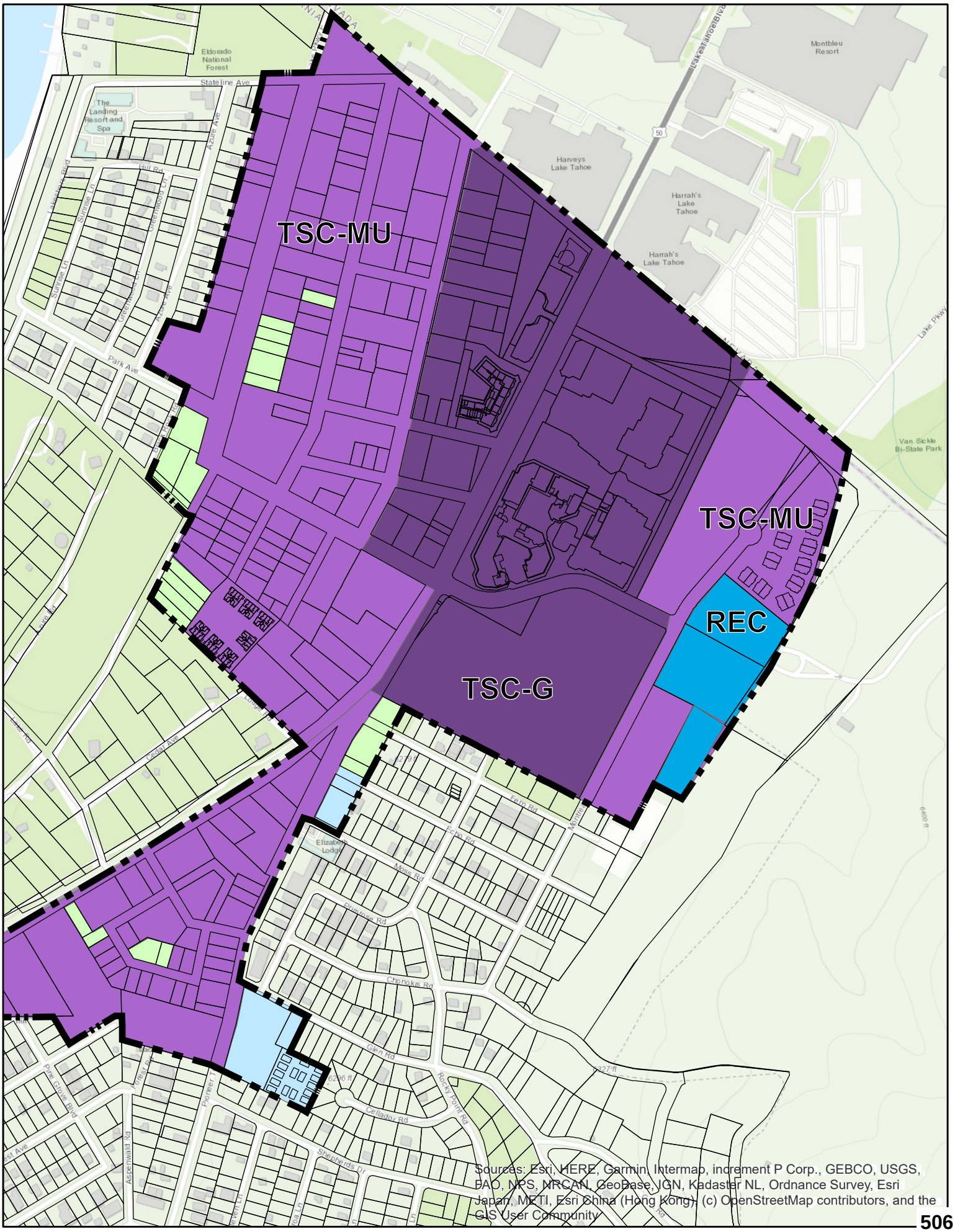
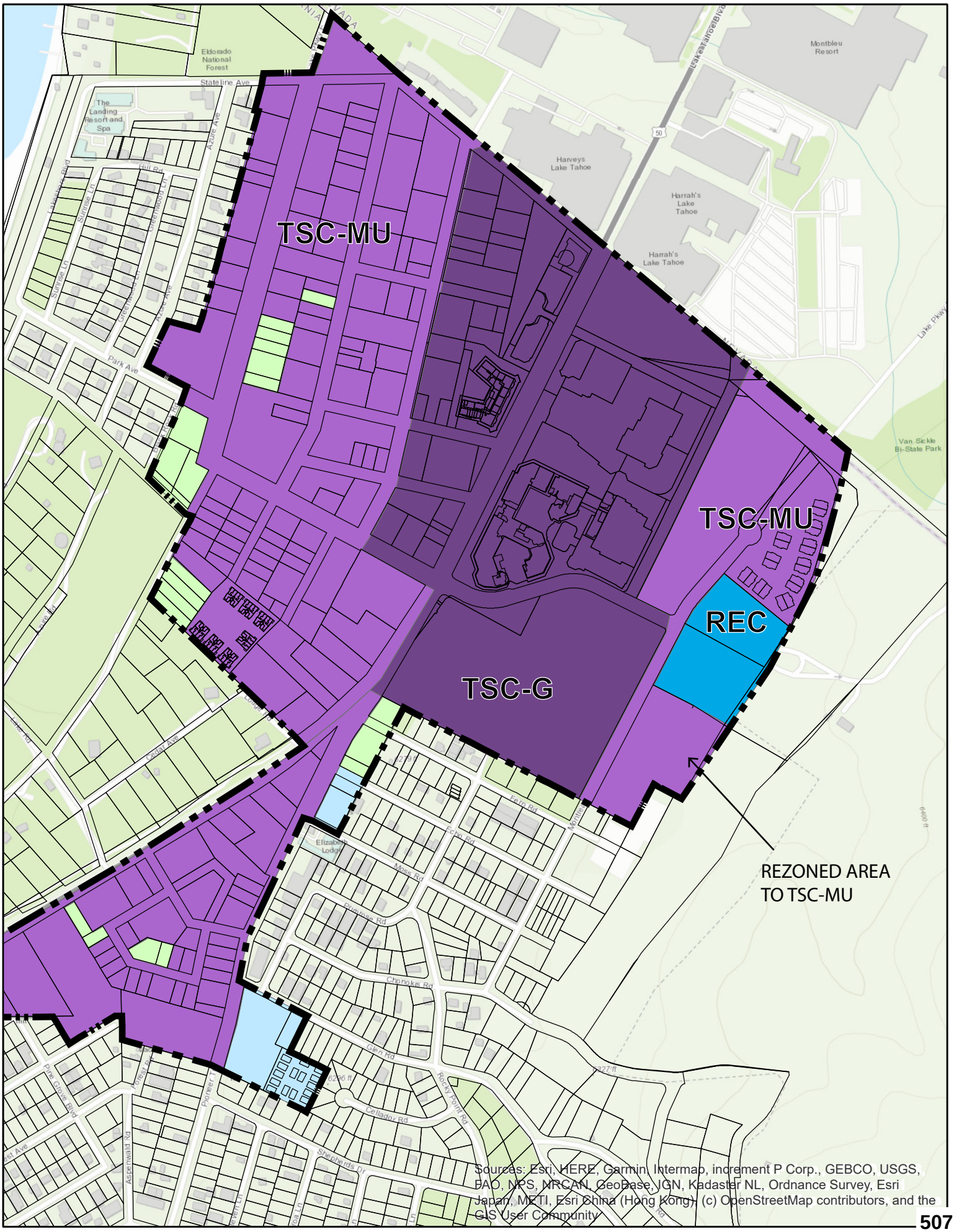


EXHIBIT 1 - PROPOSED CONDITIONS



Appendix C
Development and Design Standards

This section sets out the development standards, design standards and permissible uses for the land use districts in the Tourist Core Area Plan to achieve its desired urban form.

Applicability: All projects within the Tourist Core Area Plan shall meet the standards provided below. In addition, all projects are required to meet the Citywide Design Standards as well when applicable. Should a conflict occur between the Citywide standards and the Tourist Core Area Plan standards, the standards of this Area Plan shall apply. All regulations in the TRPA Code of Ordinances shall remain in effect unless superseded by the provisions of this Area Plan.

PERMISSIBLE USES

Table 1 lists the permitted primary land uses by district for the Tourist Core Area Plan and land use definitions are provided in Table 2. The regulations for the district are established by letter designations listed below. The designations apply strictly to the permissibility of land uses; applications for buildings or structures may require discretionary review. Uses not listed in the Table are prohibited.

(A) designates allowed uses subject to zoning compliance. An allowed use is one that can be established as the primary use of a building.

(S) designates uses that are permitted subject to approval of a Special Use Permit. A Special Use Permit requires discretionary approval by the City Planning Commission or Zoning Administrator following review and a determination that the nature of the proposed use, at the location proposed, is not detrimental to the public welfare or injurious to property or improvements in the neighborhood. To obtain a special use permit, the applicant must generally show that the contemplated use is compatible with the zoning ordinance and land use standards. Findings that such use would be essential or desirable to the public convenience or welfare, and will not impair the integrity and character of the zoned district or be detrimental to the public health, safety, morals or welfare are required.

(TRPA) designates uses that require TRPA review and permitting

(-) designates uses that are not permitted.

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
RESIDENTIAL								
Domestic Animal Raising	-	-	-	-	-	-	S	-
Employee Housing	S	S	A	S	S	S	A	
Multiple Family Dwelling	A	A	A	A	A	A	-	-
Multi-Person Dwelling	S	S	S	S	S	S	-	-
Single Family Dwelling (includes condominiums)	A8	A	A	A	A	A	S1	-
TOURIST ACCOMMODATION								
Bed & Breakfast Facilities	-	A**13**	A9	S	A	A	-	-
Hotel, Motel, Other Transient Dwelling Units	A	A**13**	A9	S	A	A	-	-
Time Sharing	A	A**13**	A9	S	S	A	-	-
RETAIL COMMERCIAL								
General Retail and Personal Services	A	A**13**	A9	S	A	A	-	-
Building Material & Hardware	S6	-	-	-	-	S	-	-
Nursery	-	-	A9	-	-	S	-	-
Outdoor Retail Sales	A	-	S9	-	-	S	-	-
Eating & Drinking Places	A	S**13**	A9	S	A	A	-	-
Service Stations[11]	S	S**13**	-	-	S	S	-	-
ENTERTAIMENT COMMERCIAL								
Amusement & Recreation	S	S**13**	-	-	-	A	-	-
Privately Owned Assembly and Entertainment	S	S	-	-	-	S	S	-
Outdoor Amusements	-	S	S	-	S	S	S	-
SERVICE COMMERCIAL								
Animal Husbandry Services	-	-	-	-	-	A	-	-
Business Support Services	A7	S**13**	S9	-	S	A	-	-
Health Care Services	A2,5		A9	-	A	A	-	-
Professional Offices	A3,4	A**13**	A9	A	A	A	-	-
Schools – Business & Vocational	S	-	S9	-	A	A	-	-
LIGHT INDUSTRIAL COMMERCIAL								
Small Scale Manufacturing	S	S**13**	S9	S	-	S12	-	-
Industrial Services[11]	-	-	-	-	-	S12	-	-
WHOLESALE/STORAGE COMMERCIAL								
Vehicle Storage & Parking[11]	S	S**13**	S9	S	S	S	-	-
Wholesale and Distribution	-	-	-	-	-	S12		
GENERAL PUBLIC SERVICE								
Religious Assembly	-	S	S9	-	S	A	-	-
Cultural Facilities	S	S**13**	S9	-	S	A	-	-
Daycare Centers/Preschool	A	A**13**	A10	A	A	A	-	-
Government Offices	-	-	A9	-	-	S	-	-
Local Assembly & Entertainment	S	S	-	-	-	S	-	-
Local Public Health and Safety Facilities[11]	A	A	A	A	A	A	A	A

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
Public Owned Assembly & Entertainment	S	S	-	-	-	-	S	
Public Utility Centers[11]	-	S13	-	-	-	-	-	-
Social Service Organizations	-	-	A9	-	A	A	-	-
LINEAR PUBLIC FACILITIES								
Pipelines & Power Transmission	S	S	S	S	S	S	S	S
Transit Stations & Terminals	S	S	S	S	S	S	S	S
Transportation Routes	S	S	S	S	S	S	S	S
Transmission & Receiving Facilities	S	S	S	S	S	S	S	S
RECREATION								
Cross Country Ski Courses	-	-	-	-	-	-	S	-
Day Use Areas	A	A	A	A	A	A	A	A
Group Facilities	-	-	-	-	-	-	S	-
Outdoor Recreation Concessions	-	-	-	-	S	S	-	-
Participant Sport Facilities	S	-	-	-	-	-	-	-
Riding and Hiking Trails	-	-	-	-	-	S	S	-
Rural Sports	-	-	-	-	-	S	S	-
Snowmobile Courses	-	-	-	-	-	S	S	-
Visitor Information Centers	S	S	-	-	S	-	-	-
RESOURCE MANAGEMENT								
Forest and Timber Resource Management	A	A	A	A	A	A	A	A
Vegetation Resource Management	A	A	A	A	A	A	A	A
Water Quality Improvements and Watershed Management	A	A	A	A	A	A	A	A
Wildlife and Fisheries Resource Management	A	A	A	A	A	A	A	A
Range Management	-	-	-	-	-	-	A	-
OPEN SPACE								
Allowed in all areas of the Region	A	A	A	A	A	A	A	A
SHOREZONE								
(Tolerance Districts 1 and 4)								
Water Oriented Outdoor Recreation Concession	-	-	-	-	TRPA-A	TRPA-A	-	-
Beach Recreation	-	-	-	-	TRPA-A	TRPA-A	-	-
Water Borne Transit	-	-	-	-	TRPA-S	TRPA-S	-	-
Boat Launching Facilities	-	-	-	-	TRPA-S	TRPA-S	-	-
Tour Boat Operations	-	-	-	-	TRPA-S	TRPA-S	-	-
Safety and Navigation Devices	-	-	-	-	TRPA-A	TRPA-A	-	-
(Shorezone Tolerance District 4)								

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
Marinas	-	-	-	-	TRPA-S	TRPA-S	-	-
Buoys	-	-	-	-	TRPA-A	TRPA-A	-	-
Piers	-	-	-	-	TRPA-S	TRPA-S	-	-
Fences	-	-	-	-	TRPA-S	TRPA-S	-	-
Boat Ramps	-	-	-	-	TRPA-S	TRPA-S	-	-
Floating Docks and Platforms	-	-	-	-	TRPA-S	TRPA-S	-	-
Shoreline Protective Devices	-	-	-	-	TRPA-S	TRPA-S	-	-
Water Intake Lines	-	-	-	-	TRPA-A	TRPA-A	-	-

Note: In the Regional Center all residential projects equal to or exceeding 100,000 square feet of new floor area or non-residential projects equal to or exceeding 80,000 square feet of new floor area require TRPA review and approval. In the Town Center all residential projects equal to or exceeding 50,000 square feet of new floor area or non-residential projects equal to or exceeding 40,000 square feet of new floor area require TRPA review and approval.

1. Caretaker Residence Only
2. All Health Care Services are allowed except emergency outpatient or urgent care facilities which shall only be considered along Heavenly Village Way, formerly Park Avenue.
3. Allow Realty Offices within the district and limit financial services to ATMs.
4. Allow consideration for placement of Realty Offices within the district, and only when operated in conjunction with approved Park Avenue Redevelopment fractional ownership tourist accommodation projects. Such use shall occupy no more than five percent (5%) of the commercial floor area with any project area within the district.
5. All Health Care Services uses permissible throughout special district; provided that any Health Care Services uses proposed to front on either side of US Highway 50 and/or the intersections of Heavenly Village Way (formerly Park Avenue) and Stateline Avenue are limited to second floor or higher. See TRPA Ordinance 2009-05 Exhibit 2 for specific limitation locations.
6. Outdoor storage and display is prohibited.
7. Shall not front on US Highway 50.
8. Condominiums only.
9. Use not permitted in Special Area #1, which comprises of APNs 028-081-02, 028-081-04 & 028-081-15.
10. Daycare center allowed as an accessory use.
11. Land use category is identified in TRPA Code Section 60.3 as a "possible contaminating activity." Triggering special requirements pursuant to TRPA Code Section 60.4 if located within a Source Water Protection Zone.
12. Use only allowed in connection with a retail commercial use where it will enhance the visitor experience and is limited in size to 30% of the associated retail space.
13. **Uses not permitted in APN 029-441-024**

FINAL INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION

(State Clearinghouse #2022040027)

for the

DRAFT TOURIST CORE AREA PLAN/SPECIFIC PLAN AMENDMENT

Prepared for
City of South Lake Tahoe
1053 Tata Lane
South Lake Tahoe, CA 96150

Prepared by
Hauge Brueck & Associates
6151 Fair Oaks Blvd., Suite 108
Carmichael, CA 9582956085

March 7, 2024

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ATTACHMENT B COMMENT LETTERS

1.0 SUMMARY AND FINDINGS

Project: TCAP Recreation Amendment and Multi-Family Housing Project (SCH# 2022040027)

Lead Agency: City of South Lake Tahoe

Project Contact:

Questions or comments regarding this document may be addressed to:

John Hitchcock
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150
Phone: (530) 542-7472
Email: jhitchcock@cityofslt.us

Project Description:

This Initial Study (IS) has been prepared to address the potential environmental effects of the Tourist Core Area Plan/Specific Plan (TCAP) Amendment and Multi-Family Housing Project, located in the City of South Lake Tahoe, California. An Initial Study is a preliminary environmental analysis that is used by the California Environmental Quality Act (CEQA) lead agency as a basis for determining whether an EIR, a Mitigated Negative Declaration, or a Negative Declaration is required for a project under CEQA guidelines. The IS has been prepared pursuant to the California Environmental Quality Act (CEQA) of 1970, Cal. Pub. Res. Code §21000 et seq. The City of South Lake Tahoe is the CEQA lead agency for this project. This IS evaluates the potential for the Area Plan/Specific Plan amendment and subsequent multi-family housing project to adversely affect the physical environment, and is an informational document that provides the City, other public agencies, interested parties and the public with an objective assessment of the potential environmental impacts that could result from project implementation.

The City is considering an applicant initiated amendment to the City of South Lake Tahoe TCAP, located in the City of South Lake Tahoe, California. The Project also includes a multi-family housing project, that is dependent on the adoption of the proposed TCAP amendment. The "amendment area" is defined as a 1.29 acre parcel, formerly Assessor's Parcel Number (APN) 029-240-011 that is located adjacent to the former Colony Inn (formerly APN 029-441-004). The proposed amendment would rezone the amendment area from "Recreation" to "Tourist Center Mixed Use" and include policies that would limit future land uses on the combined parcels (former APN 029-240-011 and APN 029-441-004) to residential and other supporting land uses. The current Recreation district allows employee housing, and single family development as a special use, but does not allow multi-family development. If the amendment is approved, the applicant (HVR Acquisitions) wishes to expand a multi-family housing development previously approved on former APN 029-441-004 (2.5 acre) to the newly combined parcel. The two former parcels referenced above (APNs 029-240-011 and 029-441-004), were legally consolidated into a single parcel in June 2021 and are now designated as APN 029-441-024. As a result, the combined parcel of land is located in two different TCAP zoning districts with different permissible uses, height limits and density. The proposed rezone amendment, if adopted, would resolve this conflict.

Finding:

An Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to assess the project's potential effects on the environment and the significance of those effects. Based on the IS, it has been determined that the proposed project would not have significant effects on the natural environment after implementation of mitigation measures. This conclusion is supported by the following findings:

1. The proposed project would have no effects, no impact, or less-than-significant impacts related to aesthetics, biological resources, cultural/archaeological/historical/tribal resources, agricultural and forest resources, mineral and natural resources, energy, air quality, greenhouse gas emissions, geology and soils, hazards/ hazardous materials/risk of upset/human health, wildfire, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, utilities/service systems/energy resources and mandatory findings of significance.

2. Mitigation is required to avoid or reduce potentially significant impacts related to transportation/traffic and circulation (parking).

The following mitigation measure has been incorporated in the Project by the City of South Lake Tahoe to avoid or minimize environmental impacts. Implementation of this mitigation measure would avoid or reduce the environmental impacts of the proposed project to a less-than-significant level. This measure is included in the Mitigation Monitoring and Reporting Program (Attachment A).

TRAN-1 Parking Supply

Prior to construction of Phase 2 multi-family residential units, the applicant shall either enter into an agreement with an offsite land owner to utilize seven parking spaces, get agreement from the City for parking on nearby public roadway right of way, submit a parking analysis that supports a reduction in the parking demand ratio, or work with the City to amend TCAP parking standards for multi-family residential housing so that a parking deficit does not occur.

2.0 APPROVAL OF THE IS/MND

Certification by Those Responsible for Preparation of this Document. The City of South Lake Tahoe has been responsible for the preparation of this mitigated negative declaration and the incorporated initial study. I believe this document meets the requirements of the California Environmental Quality Act, is an accurate description of the proposed project, and that the lead agency has the means and commitment to implement the regulatory compliance measures/mitigation measures that will assure the project does not have any significant, adverse effects on the environment. I recommend approval of this document.

John Hitchcock, Planning Manager Date
City of South Lake Tahoe

Approval of the Project by the Lead Agency. Pursuant to Section 21082.1 of the California Environmental Quality Act, the City of South Lake Tahoe City Council has independently reviewed and analyzed the initial study and mitigated negative declaration for the proposed project and finds that the initial study and mitigated negative declaration for the proposed project reflect the independent judgment of the City of South Lake Tahoe. The lead agency finds that the project design features will be implemented as stated in the mitigated negative declaration.

I hereby approve this project.

Natalia Wieczorke, Chair Date
City of South Lake Tahoe Planning Commission

3.0 RESPONSE TO COMMENTS

The Draft IS was circulated for public review and comment between January 19, 2024 and February 26, 2024. A Notice of Intent to adopt a Negative Declaration was sent to state agencies and persons and organizations expressing interest in the project. Copies of the Draft IS and supporting documents were available online on the City of South Lake Tahoe's website.

Comments in the form of a letter were received from the League to Save Lake Tahoe on the Draft IS. The following pages provide a formal response to the comments contained within each letter/email. A list of those who offered comments is provided below:

Comments Received by Date

1. Darcie Goodman Collins, PhD, CEO League to Save Lake Tahoe – 02/21/24

Comments and Responses

Each unique comment on the content of the IS/IEC is provided below, followed by a response to the full comment. Attachment B provides a copy of the comment letter as numbered.

1. Darcie Goodman Collins, League to Save Lake Tahoe, 02/21/24 Letter

Comment 1
"The parcel proposed for rezoning at the base of Van Sickle park is a restored site turned into open space and intended to be maintained as green space."

Response 1
Please see Attachment B with copies of letters dated March 7, 2024 and June 5, 2023 from Feldman Thiel LLP that provides a response to many of the comments provided by the League to Save Lake Tahoe in its February 21, 2024 letter (and May 15, 2023 attachment). Applicable responses are also provided below, as supplemented.

This comment is incorrect. The parcel proposed for rezoning is the Back portion of the merged parcel (029-441-024) formerly known as APN 029-240-011. The Back is not a restored site as its SEZ has never been disturbed. While not subject to deed restrictions like the Front portion (formerly APN 029-441-004) of the merged parcel, the Back's SEZ cannot be developed because new disturbance in an SEZ is prohibited under the TRPA Regional Plan. Accordingly, neither the proposed rezoning amendment nor the proposed MFD development on the Back will impact the SEZ.

Furthermore, the Back has never been designated open space to be maintained as green space. Instead, under the current REC zoning, the Back may be developed with single-family caretaker residence, employee housing, outdoor amusements, snowmobile courses, group facilities, etc.

The SEZ portion of the Front has been permanently retired through recorded deed restriction, while the Front's high capability land is unrestricted and developable. To be sure, the City and TRPA approved a MFD Project on the Property's high capability lands, construction of which commenced in 2023. In any event, the proposed amendment does not involve the Front.

The SEZ restoration on the Front was the responsibility of the owner's predecessor in interest. While the owner is under a legal obligation not to disturb the SEZ, it is not required to maintain, modify or improve the SEZ. Nevertheless, the owner believes a functioning SEZ adds aesthetic and environmental value to the Property and, as documented in the IS/IEC project description, has applied to TRPA for a permit to again restore the functionality of the Front's SEZ. Fencing is also proposed to protect the SEZ from encroachment by the public and the MFD Project's residents.

Comment 2
"The rezoning is inconsistent with City and Tahoe Regional Planning Agency (TRPA) plans, goals, and policies. The League objects to the proposed rezoning of APN: 029-441-024 (Colony Inn parcel) from recreation to tourist center mixed use "to accommodate higher density housing opportunities." This rezoning is inconsistent with City and TRPA plans and the intended use of the parcel and incongruent with restoration goals."

Response 2
Please see response to comment 7.

Comment 3
"The Colony Inn parcel was intended to be restored and permanently retired; and the stream environment zone (SEZ) restored, monitored, and maintained (see our previous letter, attached)."

Response 3
Please see response to comment 1. Responses to the previous letter dated May 15, 2023 are provided below in responses 9-12.

Comment 4
"Rezoning the last area zoned for recreation/conservation land in the Tourist Core Area Plan (TCAP) area contradicts the goals and policies of the City's General Plan and TRPA's Regional Plan. High density workforce housing is currently allowed on the parcel under the Recreation zone, however the owner of the parcel plans to build short term rentals on the site if this rezoning goes through.

The developer would like to build 28 condominium-style short term rentals. The project enabled by this rezoning would also include two residential units that would be dedicated to the "achievable" income category, which does not have an income limit. The current Recreation District allows single family dwelling and employee housing but does not permit multi-family dwellings (that in this case will become short term rentals) as a permissible residential use."

Response 4
As mentioned above, the Back of the combined parcel is not zoned for conservation. Rather, Conservation land is located to the east of the Property and includes Van Sickle State Park. As explained in the IS/IEC, the City's General Plan designates the entire Property as Tourist. Within the Tourist land use category, the Recreation zoning allows some residential and a variety of commercial and developed recreation uses. As part of the approved MFD Project, a driveway with hammerhead turnaround will be constructed on the Back whether this amendment is approved or not. In other words, the Back Parcel will not remain undeveloped.

Please also see response to comment 2 regarding consistency with plan goals. The developer's objective for the proposed amendment is outlined in Section 1.5 (beginning on page 5) of the IS/IEC.

Comment 5
"The old "Colony Inn" site was intended to be fully restored and permanently protected from future development. The developer took advantage of a loophole to get four 3-story short term rental buildings, with a 4 unit per acre density, each 36 feet tall, permitted for the Colony Inn parcel. The developer

subsequently combined the Colony Inn parcel with the still-recreation zoned "back parcel," hoping to change the zoning and build more short term rentals at 25 units per acre in buildings up to 56 feet high.

The developer's justification for increasing the number of units in this rezoning points to the City's recently adopted housing policy goal to increase density in Town Centers. The purpose of this policy is clearly to increase housing opportunities for residents, not to increase the use of valuable residential commodities to build short term rentals."

Response 5
Please see response to comment 1 regarding protections for the former "Colony Inn" site. The objectives for the proposed amendment and subsequent multi-family development are outlined in Section 1.5 (beginning on page 5) of the IS/IEC. The housing units will be available for purchase and it will be the decision of individual owners as to whether the units are used as short term rentals. The existing MFD Project on the Front of the merged parcel was approved in accordance with both the City's and TRPA's ordinances and categorically exempt from CEQA.

Comment 6
"We have continually opposed this rezoning because it is in direct conflict with the intent of the carefully negotiated zoning in TRPA's 2012 Regional Plan. The clear zoning decisions made during the Regional Plan Update were created holistically and must not be changed by one project or a singular interest. One-off, project-driven amendments and rezoning attempts undermine both local and regional visions for growth in Tahoe."

Response 6
This amendment involves a 1.29-acre tract of land (the Back of merged parcel) located in the TCAP Town Center where urban development is encouraged, close to transit, shopping, restaurants and other services. Where residential caretaker and employee housing are permissible uses in the REC District, rezoning the Back from REC to TSC-MU to allow another residential use (i.e., multiple-family dwellings) to be developed thereon does not undermine the vision for growth in Tahoe.

Comment 7
"The environmental review for the proposed rezoning selected limited TRPA- specific and -referenced goals and policies that this project may support but did not include goals and policies where this project clearly conflicts. This rezoning proposal does not allow a fair assessment of the pros and cons of the proposed project. These include, but are not limited to ROS-2.9, ROS-2.10, ROS-2.11, Land Use Element Goal 1 Policies 2 and 3, Soils Goal 1 Policy 7, Open Space Goal 1, and Stream Environment Standard SC-2."

Response 7
The City General Plan's Recreation and Open Space (ROS) Policies the League references are reprinted below followed by a response.

> ROS-2.9. Permanent Open Space Protection
> The City shall permanently protect as open space areas of natural resource value, including forests, wetlands, stream and riparian corridors, and floodplains.
>
> ROS-2.10. Sufficient Size Open Space and Natural Areas
> The City shall maintain open space and natural areas that are interconnected and of sufficient size to protect biodiversity, accommodate wildlife movement, and provide more sustainable ecosystems.
>
> ROS-2.11. Open Space Funding
> The City should continue to seek and obtain local, State, and Federal funding for beach, meadow, and open space acquisition.

Response: The rezoning does not conflict with the foregoing policies. First, the Property is privately-owned. More importantly, however, the Property's SEZ is protected from development as a result of the recorded deed restrictions and TRPA's prohibition of new disturbance within SEZ lands. Finally, the rezoning does not preclude the City from seeking funding for beach, meadow and open space acquisition.

The TRPA Goals and Policies the League references are reprinted below followed by responses.

> Land Use Element Goal 1 Policy 2. Redeveloping Existing Town Centers is a High Priority.
>
> Land Use Element Goal 1 Policy 3. The Plan Shall Seek to Maintain a Balance Between Economic/Social Health and the Environment.

Response: Rezoning the Back to allow MFD development in the Town Center close to services, while maintaining the SEZ in a natural state, is consistent with Land Use Element Goal 1 Policies 2 and 3.

> Soils Goal 1 Policy 7. All Existing Natural Functioning Stream Environment Zones Shall Be Retained as Such and Disturbed Stream Environment Zones Shall Be Restored Whenever Possible.

Response: The Back's undisturbed SEZ will remain in a natural state as it is protected from development under TRPA's Ordinance and Goals and Policies. The Front's SEZ is restricted from development through recorded deed restrictions, and the Property owner is seeking approval from TRPA to implement measures to restore the SEZ's functionality. Accordingly, the rezoning and the proposed MFD development on the Back is consistent with this Goal and Policy.

> Open Space Goal 1. Manage Areas of Open Space to Promote Conservation of Vegetation and Protection of Watersheds.

Response: The Property is not zoned for conservation. Development of the high capability lands of the Property (including the access roadway for the Back portion) is already approved and under construction. The SEZ portions of the Property will be maintained as open space. Consequently, the amendment and further MFD development on the Back is consistent with this Goal and Policy.

Comment 8
"The League continues to oppose the rezoning consistent with the League's mission, with increasing intensity as the proposal increases the development potential on one of the only two recreation parcels in the entire Tourist Core.

The rezoning process for this parcel has been fraught with delays and hangups because of the controversial nature of the project that would result from the rezoning. We have no business turning greenspace into development in Tahoe and the developer knew the limitation of the properties when they were purchased.

We urge the Planning Commission to recommend that City Council reject the proposed amendments because they conflict with the intent to permanently restore and protect the site from development, do not help achieve City or TRPA land use and open space goals and policies, and do not address the housing crisis in Tahoe."

Response 8
Please see responses to comments 1 through 7.

Comment 9
"The League does not support the proposed rezoning of APN: 029-441-024 from recreation to tourist center mixed use "to accommodate higher density housing opportunities." This rezoning would be inconsistent with City and TRPA plans and intent. The Colony Inn parcel was intended to be permanently retired and the stream environment zone (SEZ) restored. The SEZ restoration attempt failed. Rezoning the last recreation/conservation land in the TCAP area does not align with the goals and policies of the City's General Plan or TRPA's Regional Plan. High density workforce housing is currently allowed on the parcel under the Recreation zone. The owner of the parcel plans to build high-end short term rentals on the site if the rezoning goes through, and has attempted to achieve this rezoning through other efforts that the City did not support.

This seems to be under the guise of creating more housing, but we know that short term rentals are planned for the site. This rezoning was not included in the February 2022 Planning Commission TCAP amendment presentation and materials. This addition to the TCAP amendments appears to be a move by the land owner to go around the Planning Commission and City Council. City planning staff was going to recommend against this zoning change at the September 15, 2022 Planning Commission meeting and the applicant pulled the proposal.

We want the SEZ restored and corner parcel permanently protected."

Response 9
Please see response to comment 5. The restored SEZ is located on the Front which is already zoned TSC-MU and not a part of this amendment. Likewise, the "corner parcel" referred to in the comment is not a part of the amendment. This amendment is limited to a rezoning of the 1.29-acre Back which is only accessible via the Front. The SEZ restoration on the Front was the responsibility of the Predecessor. While the owner is under a legal obligation not to disturb the SEZ, it is not required to maintain, modify or improve the SEZ. Nevertheless, the Owner believes a functioning SEZ adds aesthetic and environmental value to the Property and has engaged consultants and TRPA staff to develop a plan.

Comment 10
"On March 18, 2008, the City passed a Resolution to permanently retire the Colony Inn site from future development as a condition of transferring the associated tourist accommodation units (TAUs) out of the City limits: "WHEREAS, the Colony Inn located partially Within an area identified for SEZ restoration, Once the Colony Inn is demolished, existing development will be transferred out of the SEZ and the site will be restored and permanently retired, thereby furthering the goals of the Stateline/Ski Run Community Plan and attainment of TRPA's thresholds."

The City included a Policy in the TCAP that aligns with its Resolution and approval of TAU transfers from the Colony Inn site: "Onsite land coverage reduction will occur primarily through environmental redevelopment by providing development incentives in centers that promote the relocation and transfer of land coverage. The City will endeavor, where feasible, to reduce and avoid creating new coverage in order to benefit the objectives of the TCAP and other areas of South Tahoe." This language was discussed at the November 2013 TRPA Governing Board meeting, including whether or not to specifically include the Colony Inn site as a target restoration site. In the end, though a specific site was not targeted for restoration and the Colony Inn site was intended for restoration and permanent retirement as stipulated above.

The City needs to decide whether this amendment meets the intent of the General Plan and TCAP including the goals and policies contained within it. The City's Attorney will also need to determine whether or not a new Resolution is required to allow this Area Plan amendment.

Between 2009 and 2013 the Colony Inn was demolished and the SEZ should have been restored, but the restoration failed. According to TRPA's 2020 SEZ Baseline Report, the Colony Inn site (Colony Inn

Meadows) restoration failed.3 The SEZ only ranked a "C," indicating an unhealthy SEZ due to a ditch running through the entire project, dewatering the meadow and leading to loss of vegetation vigor. With the proposed amendments, the coverage limit would increase from 30 percent to 70 percent, with coverage transfer on applicable lands with capability 4-7. Additional development around the SEZ where headcuts and ditches are present, significantly and irreversibly impact the SEZ which expressly violates the 2008 City Resolution and the intent of SEZ restoration. Regardless of the success of the SEZ restoration efforts, the site was to be permanently retired, in line with the City's 2008 Resolution and enforced by TRPA's approval of the Boulder Bay Community Enhancement Program Project EIS in 2009.4

In September, October, and November of 2013, the TRPA Regional Plan Implementation Committee (RPIC) and Governing Board had lengthy discussions internally and with the City and the public. One of the results of the discussion was the City reinforcing that it "wanted to identify [Colony Inn] as a priority site for getting the stream environment zone restoration completed." Other outcomes relevant to these proposed amendments are enshrined in the TCAP itself:

- "The Colony Inn which was located in SEZ lands by the intersection of Montreal Road and Heavenly Village Way was demolished and 64,800 square feet of land coverage was removed and banked, and the site stabilized. The existing tourist accommodation units removed from the site are proposed for transfer to the Boulder Bay Project in North Stateline. A condition of the Boulder Bay permit requires that the property be restored to a functioning SEZ prior to the units being transferred." Page 3-4.
- "The Tourist Core Area Plan responds to the needed SEZ improvements: Restore the disturbed SEZ on the Colony Inn parcel located along Montreal Road." Page 7-5.

In July of 2013, the League submitted comments on the TCAP in its early stages of development, including a clarifying question about the Colony Inn site. The November 2013 TRPA Governing Board meeting included responses to comments and #8 directly addresses the Colony Inn site.6 While the Boulder Bay project has been long-delayed and is currently changing with new ownership of that site, TRPA's transfer rules may still apply and the intent to permanently retire the site is clear.

TRPA Counsel will need to provide an analysis of the SEZ Restoration Credits and requirement to permanently retire and "stabilize" the site based on TRPA Code and TCAP approvals in 2013, and the final intent captured in TCAP."

Response 10
The owner believes it is clear from the referenced Resolution's language that the restoration and retirement applied only to the SEZ: WHEREAS, the Colony Inn is located partially within an area identified as a Stream Environment Zone (SEZ), and once the Colony Inn is demolished, existing development will be transferred out of the SEZ and the site will be restored and permanently retired...." The "site" is the SEZ, not the entire property.

City staff agree. Per an email from the City's Planning Manager, John Hitchcock, dated July 26, 2022:

> I have discussed this issue with Hilary, and we do not think the resolution is enforceable. I also could not find any information in our project files that the City required the parcel to be retired as part of our approval to allow [the Predecessor] to transfer the TAUs to another jurisdiction.
>
> The actual transfer itself is a TRPA approval process. When [the Predecessor] applied to TRPA to transfer the TAUs, they were required to transfer the units pursuant to the TRPA Code, which only required SEZ site restoration and for the site to be deed restricted and kept in its natural state.

The City's approval of the Approved Project on the Property evidences the City's position that the Resolution does not stand for what the League argues. Once again, the proposed zoning amendment does not involve the Front. Only the Back is affected, and it was not the subject of the City's Resolution or the SEZ restoration effort on the Front.

Regarding land coverage, properties within Town Centers are eligible for up to 70 percent land coverage. The Back is already located within the Town Center and therefore eligible for up to 70 percent coverage. Thus, the amendment has no impact on allowable land coverage.

Comment 11
"In the TCAP, the parcels in question are zoned as recreation. While this questionably aligns with the intent in the General Plan, Recreation districts in the TCAP are "intended to allow a variety of recreation uses such as dispersed recreation and parks. Permissible uses include day use areas and group facilities." The dispersed recreation use most closely aligns with the intent of the Conservation designation in the General Plan. When the TCAP was developed, the Conservation designation arguably should have translated to the Open Space designation which "is intended to preserve land in its present use that would: 1) conserve and enhance natural or scenic resources; 2) protect streams environment zones, sensitive lands, water quality or water supply; 3) promote soil and habitat conservation; 4) enhance recreation opportunities; and/or 5) preserve visual quality along highways, roads, and street corridors or scenic vistas. The land is predominantly open, undeveloped, or in a lightly developed and is suitable for any of the following: natural areas, wildlife and native plant habitat; erosion control facilities, stream environment zones, stream corridors; passive parks; and/or trails for non-motorized activities." This Open Space designation also aligns with TCAP policies NCR-2.3 and R-2.3,9 which would be very difficult or impossible to implement or achieve if the proposed amendments are approved.

TRPA's Regional Plan (RPU) was updated in 2012, between the adoption of the City's General Plan and the TCAP. The IS/MND, in section 1.8, selected a few TRPA- specific and -referenced goals and policies that this project may support but the ones it may conflict with are not included which does not allow a fair assessment of the pros and cons of the proposed project. These include, but are not limited to ROS-2.9, ROS-2.10, ROS-2.11, Land Use Element Goal 1 Policies 2 and 3, Soils Goal 1 Policy 7, Open Space Goal 1, and Stream Environment Standard SC-2."

Response 11
The comment infers that the Back portion of the parcel subject of the proposed amendment is located within the GP conservation land use designation. The subject parcel of the amendment (currently recreation) is located within the GP Tourist land use category. Conservation land use is located to the east of the subject parcel.

Further, the Back is not located in the Open Space District of the TCAP which is more restrictive than REC zoning. The Back is zoned REC, not Open Space. Today, the Back has been approved for a driveway with hammerhead turnaround.

Please see response to comment 7 regarding consistency with plan goals and policies.

Comment 12
"To comply with the City's and TRPA's land use designations and goals and policies related to open space and recreation, the "corner parcel" at 3828 Montreal Road (APN 029-441-003) needs to be permanently retired as Recreation or Open Space through a deed restriction on the parcel. This would include the access easement associated with the Colony Inn to the Van Sickle access road."

Response 12
The corner parcel referenced in the comment is not part of the proposed amendment or subsequent multi-family development application.

4.0 TEXT MODIFICATIONS TO THE INITIAL STUDY

The following changes to the IS dated January 2024 have been made based on agency input and public comment on the IS. **Bold/Underlined** text is new text that has been added to the IS. Text that is shown in ~~strikeout~~ has been removed from the IS.

There are no changes to the IS text required.

ATTACHMENT A MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) for the TCAP Rec Amendment and Multi-Family Housing Project is provided in Table A-1 and prepared in compliance with requirements of California Public Resources Code Section 21081.6 and Section 15097 of the California Environmental Quality Act Guidelines. In general, the City of South Lake Tahoe shall be responsible for implementing and monitoring the measure identified below. Table A-1 describes each mitigation measure and identifies the responsible agency, timing, and monitoring requirements.

Table A-1

Mitigation Monitoring and Reporting Program Checklist for TCAP Rec Amendment and Multi-Family Housing Project

Mitigation Measure Description	Monitoring Responsibility	Timing	Monitoring Requirement
TRAN-1 Parking Supply Prior to construction of Phase 2 multi-family residential units, the applicant shall either enter into an agreement with an offsite land owner to utilize seven parking spaces, get agreement from the City for parking on nearby public roadway right of way, submit a parking analysis that supports a reduction in the parking demand ratio, or work with the City to amend TCAP parking standards for multi-family residential housing so that a parking deficit does not occur.	City of South Lake Tahoe	Prior to Phase 2 multi-family residential development	Provide adequate parking supply to meet parking demand standards for Phase 2 housing

ATTACHMENT B COMMENT LETTERS

KEEP TAHOE BLUE
League to Save Lake Tahoe

advocate | engage | create

February 21, 2024

City of South Lake Tahoe
Planning Commission
1901 Lisa Maloff Way, South Lake Tahoe, CA 96150
Submitted via email

Re: Agenda Item #2: Tourist Core Area Plan Amendments

Dear Planning Commission Members and Staff,

For a multitude of compelling reasons, the League urges the City of South Lake Tahoe Planning
1 Commission to reject the rezoning of the Colony Inn parcel. The parcel proposed for rezoning at the base of Van Sickle park is a restored site turned into open space and intended to be maintained as green space.

2 The rezoning is inconsistent with City and Tahoe Regional Planning Agency (TRPA) plans, goals, and policies. The League objects to the proposed rezoning of APN: 029-441-024 (Colony Inn parcel) from recreation to tourist center mixed use "to accommodate higher density housing opportunities." This rezoning is inconsistent with City and TRPA plans and the intended use of
3 the parcel and incongruent with restoration goals. The Colony Inn parcel was intended to be restored and permanently retired; and the stream environment zone (SEZ) restored, monitored,
4 and maintained (see our previous letter, attached). *Rezoning the last area zoned for recreation/conservation land in the Tourist Core Area Plan (TCAP) area contradicts the goals and policies of the City's General Plan and TRPA's Regional Plan.* High density workforce housing is currently allowed on the parcel under the Recreation zone, however the owner of the parcel plans to build short term rentals on the site if this rezoning goes through.

The developer would like to build 28 condominium-style short term rentals. The project enabled by this rezoning would also include two residential units that would be dedicated to the "achievable" income category, which does not have an income limit. The current Recreation District allows single family dwelling and employee housing but does not permit multi-family dwellings (that in this case will become short term rentals) as a permissible residential use.

5 The old "Colony Inn" site was intended to be fully restored and permanently protected from future development. The developer took advantage of a loophole to get four 3-story short term rental buildings, with a 4 unit per acre density, each 36 feet tall, permitted for the Colony Inn parcel. The developer subsequently combined the Colony Inn parcel with the still-recreation zoned "back parcel," hoping to change the zoning and build more short term rentals at 25 units per acre in buildings up to 56 feet high.

The developer's justification for increasing the number of units in this rezoning points to the City's recently adopted housing policy goal to increase density in Town Centers. The purpose of this policy is clearly to increase housing opportunities for residents, not to increase the use of valuable residential commodities to build short term rentals.

6 [We have continually opposed this rezoning because it is in direct conflict with the intent of the carefully negotiated zoning in TRPA's 2012 Regional Plan. The clear zoning decisions made during the Regional Plan Update were created holistically and must not be changed by one project or a singular interest. One-off, project-driven amendments and rezoning attempts
7 undermine both local and regional visions for growth in Tahoe.][The environmental review for the proposed rezoning selected limited TRPA- specific and -referenced goals and policies that this project *may* support but did not include goals and policies where this project clearly conflicts. This rezoning proposal does not allow a fair assessment of the pros and cons of the proposed project. These include, but are not limited to ROS-2.9, ROS-2.10, ROS-2.11, Land Use Element Goal 1 Policies 2 and 3, Soils Goal 1 Policy 7, Open Space Goal 1, and Stream Environment Standard SC-2.]

8 [The League continues to oppose the rezoning consistent with the League's mission, with increasing intensity as the proposal increases the development potential on one of the only two recreation parcels in the entire Tourist Core.

The rezoning process for this parcel has been fraught with delays and hangups because of the controversial nature of the project that would result from the rezoning. We have no business turning greenspace into development in Tahoe and the developer knew the limitation of the properties when they were purchased.

We urge the Planning Commission to recommend that City Council reject the proposed amendments because they conflict with the intent to permanently restore and protect the site from development, do not help achieve City or TRPA land use and open space goals and policies, and do not address the housing crisis in Tahoe.]

Sincerely,



Darcie Goodman Collins, PhD
CEO League to Save Lake Tahoe

May 15, 2023

City of South Lake Tahoe
City Council Members
Hilary Roverud, Planning Director
1901 Lisa Maloff Way, South Lake Tahoe, CA 96150
Submitted via email

Re: Agenda Item #15: Tourist Core Area Plan: 2023 Amendments, Montreal Parcel Rezoning

Dear City Council Members and Staff,

As a member of the 2012 Regional Plan Update (RPU) Bi-State Working Group, the League to Save Lake Tahoe (League) appreciates the opportunity to continue to work with the Tahoe Regional Planning Agency (TRPA) and the City of South Lake Tahoe (City) to implement the RPU. Effective implementation of Area Plans is critical to this ongoing effort. The League thanks the City for the opportunity to comment on the Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Tourist Core Area Plan (TCAP) amendments.

The League has commented to both the City and TRPA during the Scoping period and on the CEQA documents for the standalone Montreal amendment. We are strongly opposed to the rezoning of APN: 029-441-024 on Montreal Avenue and request it be removed from the proposed TCAP amendment package.

Overview

9 [The League does not support the proposed rezoning of APN: 029-441-024 from recreation to tourist center mixed use "to accommodate higher density housing opportunities." This rezoning would be inconsistent with City and TRPA plans and intent. The Colony Inn parcel was intended to be permanently retired and the stream environment zone (SEZ) restored. The SEZ restoration attempt failed. Rezoning the last recreation/conservation land in the TCAP area does not align with the goals and policies of the City's General Plan or TRPA's Regional Plan. High density workforce housing is currently allowed on the parcel under the Recreation zone. The owner of the parcel plans to build high-end short term rentals on the site if the rezoning goes through, and has attempted to achieve this rezoning through other efforts that the City did not support.

This seems to be under the guise of creating more housing, but we know that short term rentals are planned for the site. This rezoning was not included in the February 2022 Planning Commission TCAP amendment presentation and materials. This addition to the TCAP amendments appears to be a move by the land owner to go around the Planning Commission and City Council. City planning staff was going to recommend against this zoning change at the September 15, 2022 Planning Commission meeting and the applicant pulled the proposal.
We want the SEZ restored and corner parcel permanently protected.]

SEZ Impacts and Site Suitability for Development

10 [On March 18, 2008, the City passed a Resolution to permanently retire the Colony Inn site from future development as a condition of transferring the associated tourist accommodation units (TAUs) out of the City limits: "WHEREAS, the Colony Inn located partially Within an area identified for SEZ restoration, Once the Colony Inn is demolished, existing development will be transferred out of the SEZ and the site will be restored and permanently retired, thereby furthering the goals of the Stateline/Ski Run Community Plan and attainment of TRPA's thresholds." [1]

The City included a Policy in the TCAP that aligns with its Resolution and approval of TAU transfers from the Colony Inn site: "Onsite land coverage reduction will occur primarily through environmental redevelopment by providing development incentives in centers that promote the relocation and transfer of land coverage. The City will endeavor, where feasible, to reduce and avoid creating new coverage in order to benefit the objectives of the TCAP and other areas of South Tahoe."[2] This language was discussed at the November 2013 TRPA Governing Board meeting, including whether or not to specifically include the Colony Inn site as a target restoration site. In the end, though a specific site was not targeted for restoration and the Colony Inn site was intended for restoration and permanent retirement as stipulated above.

The City needs to decide whether this amendment meets the intent of the General Plan and TCAP including the goals and policies contained within it. The City's Attorney will also need to determine whether or not a new Resolution is required to allow this Area Plan amendment.

Between 2009 and 2013 the Colony Inn was demolished and the SEZ should have been restored, but the restoration failed. According to TRPA's 2020 SEZ Baseline Report, the Colony Inn site (Colony Inn Meadows) restoration failed.[3] The SEZ only ranked a "C," indicating an unhealthy SEZ due to a ditch running through the entire project, dewatering the meadow and leading to loss of vegetation vigor. With the proposed amendments, the coverage limit would increase from 30 percent to 70 percent, with coverage transfer on applicable lands with capability 4-7. Additional development around the SEZ where headcuts and ditches are present, significantly and irreversibly impact the SEZ which expressly violates the 2008 City Resolution and the intent of SEZ restoration. Regardless of the success of the SEZ restoration efforts, the site was to be permanently retired, in line with the City's 2008 Resolution and enforced by TRPA's approval of the Boulder Bay Community Enhancement Program Project EIS in 2009.[4]

In September, October, and November of 2013, the TRPA Regional Plan Implementation Committee (RPIC) and Governing Board had lengthy discussions internally and with the City and the public. One of the results of the discussion was the City reinforcing that it "wanted to identify [Colony Inn] as a priority site

[1] March 18, 2008 City of South Lake Tahoe Staff Report and Resolution. http://slt.granicus.com/MetaViewer.php?view_id=4&clip_id=181&meta_id=15886

[2] October 15, 2013 TCAP. Policy NCR-4.1, page 7-3. https://www.cityofslt.us/DocumentCenter/View/3508/Final-Tourist-Core-Area-Plan?bidId=

[3] December 2020 Lake Tahoe Basin SEZ Baseline Condition Assessment. Report: https://gis.trpa.org/TahoeSEZViewer/SEZ%20baseline%20condition%20assessment_v8.pdf; StoryMap: https://www.google.com/url?q=https://storymaps.arcgis.com/stories/815a21db82944f7f95ce94d76c73a19b&sa=D&source=docs&ust=1652741001866899&usg=AOvVaw2791Wlh0aSr9wKajKr5gZW

[4] November 4, 2009 Boulder Bay CEP Project EIS. https://www.trpa.gov/wp-content/uploads/documents/archive/4_01_Land_Use.pdf

for getting the stream environment zone restoration completed."[5] Other outcomes relevant to these proposed amendments are enshrined in the TCAP itself:

- "The Colony Inn which was located in SEZ lands by the intersection of Montreal Road and Heavenly Village Way was demolished and 64,800 square feet of land coverage was removed and banked, and the site stabilized. The existing tourist accommodation units removed from the site are proposed for transfer to the Boulder Bay Project in North Stateline. A condition of the Boulder Bay permit requires that the property be restored to a functioning SEZ prior to the units being transferred." Page 3-4.
- "The Tourist Core Area Plan responds to the needed SEZ improvements: Restore the disturbed SEZ on the Colony Inn parcel located along Montreal Road." Page 7-5.

In July of 2013, the League submitted comments on the TCAP in its early stages of development, including a clarifying question about the Colony Inn site. The November 2013 TRPA Governing Board meeting included responses to comments and #8 directly addresses the Colony Inn site.[6] While the Boulder Bay project has been long-delayed and is currently changing with new ownership of that site, TRPA's transfer rules may still apply and the intent to permanently retire the site is clear.

TRPA Counsel will need to provide an analysis of the SEZ Restoration Credits and requirement to permanently retire and "stabilize" the site based on TRPA Code and TCAP approvals in 2013, and the final intent captured in TCAP.]

Recreation/Open Space

11 [In the TCAP, the parcels in question are zoned as recreation. While this questionably aligns with the intent in the General Plan, Recreation districts in the TCAP are "intended to allow a variety of recreation uses such as dispersed recreation and parks. Permissible uses include day use areas and group facilities."[7] The dispersed recreation use most closely aligns with the intent of the Conservation designation in the General Plan. When the TCAP was developed, the Conservation designation arguably should have translated to the Open Space designation which "is intended to preserve land in its present use that would: 1) conserve and enhance natural or scenic resources; 2) protect streams environment zones, sensitive lands, water quality or water supply; 3) promote soil and habitat conservation; 4) enhance recreation opportunities; and/or 5) preserve visual quality along highways, roads, and street corridors or scenic vistas. The land is predominantly open, undeveloped, or in a lightly developed and is suitable for any of the following: natural areas, wildlife and native plant habitat; erosion control facilities, stream environment zones, stream corridors; passive parks; and/or trails for non-motorized activities."[8] This Open Space designation also aligns with TCAP policies NCR-2.3 and R-2.3,[9] which would be very difficult or impossible to implement or achieve if the proposed amendments are approved.

---

[5] October 24, 2013 Meeting Minutes from TRPA RPIC meeting. Page 19. https://www.trpa.gov/wp-content/uploads/documents/archive/January-29-2014-Governing-Board-Packet.pdf

[6] November 20, 2013 Response to Comments on the TCAP. Response #8, Page 4. https://www.trpa.gov/wp-content/uploads/documents/archive/6_FINAL_Attachment-E_Responses-to-Comments.pdf

[7] October 15, 2013 TCAP. Page 5-6.

[8] *Ibid.*

[9] TCAP Policy NCR-2.3: Encourage the use and access to designated open space for passive recreation uses when they conform to resource restrictions

TCAP Policy R-2.3: Encourage landscaped, small passive parks in and around the Tourist Core

TRPA's Regional Plan (RPU) was updated in 2012, between the adoption of the City's General Plan and the TCAP. The IS/MND, in section 1.8, selected a few TRPA- specific and -referenced goals and policies that this project *may* support but the ones it may conflict with are not included which does not allow a fair assessment of the pros and cons of the proposed project. These include, but are not limited to ROS-2.9, ROS-2.10, ROS-2.11, Land Use Element Goal 1 Policies 2 and 3, Soils Goal 1 Policy 7, Open Space Goal 1, and Stream Environment Standard SC-2.]

12 [To comply with the City's and TRPA's land use designations and goals and policies related to open space and recreation, the "corner parcel" at 3828 Montreal Road (APN 029-441-003) needs to be permanently retired as Recreation or Open Space through a deed restriction on the parcel. This would include the access easement associated with the Colony Inn to the Van Sickle access road.]

Summary and Recommendations

The proposed rezoning is not consistent with the land use designations or the majority of the relevant goals and policies in the RPU, TCAP, or General Plan. This proposed rezoning should be removed from the proposed TCAP amendments.

Thank you for the opportunity to provide these comments. Please do not hesitate to contact me with questions.

Sincerely,



Darcie Goodman Collins, PhD
CEO League to Save Lake Tahoe

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Lewis S. Feldman
Kara L Thiel

Of Counsel
Catherine L DiCamillo

March 7, 2024

Planning Commission
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150
Via Email

nwieczorek@cityofslt.us
showard@cityofslt.us
kroberts@cityofslt.us

Re: Tourist Core Area Plan Amendment (TCAP)
Rezone Portion of APN 029-441-024 from Recreation (REC) to Tourist Center Mixed-Use (TSC-MU)

Honorable Planning Commission Members:

We submit this letter to correct the record with respect to comments the League to Save Lake Tahoe (the "League") submitted to you on February 21, 2024, objecting to the proposed rezoning of a portion of the above-referenced property (the "Property"). Before addressing the League's comments, we offer the following information to frame the issues raised.

The privately-owned Property is comprised of approximately 3.79 acres of land. The front 2.5 acres abutting Montreal Road (the "Front") are zoned TSC-MU while the back 1.29 acres of the Property (the "Back") are zoned REC. To be clear, ***both*** the Front and Back are already within the TCAP boundaries and the Town Center Overlay where urban development is encouraged, and the City's General Plan designates the entire Property as Tourist. The Back is bounded by the Front to the west, an existing power plant to the south, a privately-owned undeveloped parcel immediately to the north and Van Sickle Bi-State Park beyond that, and CTC property to the east.

Under the current REC zoning, employee housing and a variety of commercial and recreation uses could be developed on the Back.[1] Rezoning the Back to TSC-MU will allow additional residential uses at higher densities to be developed on the Back. Both the City and TRPA have approved a multiple-family dwelling (MFD) project on the Front with the driveway serving the residences extending onto the Back (the "MFD Project"). (See enclosed rendering.) The public has no access to Van Sickle Park or the adjacent CTC property to the south through the Property – neither the Front nor the Back.

[1] Outdoor amusements, privately-owned assembly and entertainment, group facilities and snowmobile courses are permissible uses in the REC District.

The amendment is only to change the TCAP's zoning of the 1.29-acre Back from REC to TSC-MU so the Property is uniformly zoned. While the Back is 1.29 acres in size, only 0.6 acre consists of developable high capability land. Thus, the amendment affects a mere 0.6 acre of land.

BACKGROUND

The Front is the site of the former Colony Inn and is comprised of both high capability Class 5 and low capability Class 1b, or SEZ, lands. The current owner's predecessor in interest demolished the Colony Inn in or around 2009 and TRPA banked 104 tourist accommodation units (TAUs), one residential unit of use (RUU) and 64,810 sf of land coverage on the Front. Of the 104 TAUs, 84 were banked in the SEZ and 20 were banked in Class 5 lands. The Predecessor subsequently restored the SEZ portion of the Front pursuant to a plan approved by both TRPA and the Lahontan Regional Water Quality Control Board. Several years of monitoring occurred, the restoration passed final TRPA inspection on October 16, 2015, and TRPA released the restoration security on November 20, 2015. (TRPA File No. ERSP2009-3560.)

The 84 SEZ TAUs have been transferred off the Property, and ten of the 20 remaining TAUs in Class 5 lands have been converted to RUUs to support the MFD Project which is limited to the Property's high capability lands. Pursuant to the TRPA Code, when development rights are transferred out of SEZ lands, a deed restriction permanently restricting the SEZ from future development must be recorded against the sending parcel. The appropriate deed restrictions were recorded against the Front in connection with the transfer of the 84 SEZ TAUs. ***The high capability lands of the Property are unaffected by the deed restrictions.***

Erosion, homeless camps, unpermitted campfires, vandalism and other activities have occurred on the Property since the successful SEZ restoration. These activities have caused an incision in the SEZ such that water is no longer retained onsite, and the functioning of the restored SEZ has suffered as a result.

LEAGUE COMMENTS

"The parcel proposed for rezoning at the base of Van Sickle park is a restored site turned into open space and intended to be maintained as green space." "The Colony Inn parcel was intended to be restored and permanently retired."

Response: This comment is false. The parcel proposed for rezoning is the Back. The Back is not a restored site as its SEZ has never been disturbed. While not subject to deed restrictions like the Front, the Back's SEZ cannot be developed because new disturbance in an SEZ is prohibited under the TRPA Regional Plan. Accordingly, neither the proposed amendment nor the proposed MFD development on the Back will impact the SEZ.

Furthermore, the Back has never been designated open space to be maintained as green space. Instead, under the current REC zoning, the Back may be developed with employee housing, outdoor amusements, snowmobile courses, group facilities, etc.

As mentioned above, the SEZ portion of the Front has been permanently retired through recorded deed restriction, while the Front's high capability land is unrestricted and developable. To be sure, the City and TRPA approved the MFD Project on the Property's high capability lands, construction of which commenced in 2023. In any event, the proposed amendment does not involve the Front.

The SEZ restoration on the Front was the responsibility of the owner's predecessor in interest. While the owner is under a legal obligation not to disturb the SEZ, it is not required to maintain, modify or improve the SEZ. Nevertheless, the owner believes a functioning SEZ adds aesthetic and environmental value to the Property and, as documented in the IS/IEC project description, has applied to TRPA for a permit to, again, restore the functionality of the Front's SEZ. Fencing is also proposed to protect the SEZ from encroachment by the public and the MFD Project's residents.

"Rezoning the last area zoned for recreation/conservation land in the Tourist Core Area Plan (TCAP) area contradicts the goals and policies of the City's General Plan and TRPA's Regional Plan."

Response: This comment is misleading. The Back is not zoned for conservation. Rather, Conservation land is located to the east of the Property and includes Van Sickle State Park. As explained above, the City's General Plan designates the entire Property as Tourist. Within the Tourist land use category, the Recreation zoning allows some residential and a variety of commercial and developed recreation uses. As part of the MFD Project, a driveway with hammerhead turnaround will be constructed on the Back whether this amendment is approved or not. In other words, the Back Parcel will not remain undeveloped.

"The clear zoning decisions made during the Regional Plan Update were created holistically and must not be changed by one project or a singular interest. One-off, project-driven amendments and rezoning attempts undermine both local and regional visions for growth in Tahoe."

Response: This amendment involves a 1.29-acre tract of land located in the TCAP Town Center where urban development is encouraged, close to transit, shopping, restaurants and other services. Where residential caretaker and employee housing are permissible uses in the REC District, rezoning the Back from REC to TSC-MU to allow another residential use (i.e., multiple-family dwellings) to be developed thereon hardly undermines the vision for growth in Tahoe.

"The developer took advantage of a loophole to get four 3-story short term rental buildings, with a 4 unit per acre density, each 36 feet tall, permitted for the Colony Inn parcel."

Response: The MFD Project was approved in accordance with both the City's and TRPA's ordinances and categorically exempt from CEQA.

"The environmental review for the proposed rezoning selected limited TRPA- specific and -referenced goals and policies that this project *may* support but did not include goals and policies where this project clearly conflicts. This rezoning proposal does not allow a fair assessment of the pros and cons of the proposed project. These include, but are not limited to ROS-2.9, ROS-2.10, ROS-2.11, Land Use Element Goal 1 Policies 2 and 3, Soils Goal 1 Policy 7, Open Space Goal 1, and Stream Environment Standard SC-2."

The City General Plan's Recreation and Open Space (ROS) Policies the League references are reprinted below followed by a response.

ROS-2.9. Permanent Open Space Protection
The City shall permanently protect as open space areas of natural resource value, including forests, wetlands, stream and riparian corridors, and floodplains.

ROS-2.10. Sufficient Size Open Space and Natural Areas
The City shall maintain open space and natural areas that are interconnected and of sufficient size to protect biodiversity, accommodate wildlife movement, and provide more sustainable ecosystems.

ROS-2.11. Open Space Funding
The City should continue to seek and obtain local, State, and Federal funding for beach, meadow, and open space acquisition.

Response: The rezoning does not conflict with the foregoing policies. First, the Property is privately-owned. More importantly, however, the Property's SEZ is protected from development as a result of the recorded deed restrictions and TRPA's prohibition of new disturbance within SEZ lands. Finally, the rezoning does not preclude the City from seeking funding for beach, meadow and open space acquisition.

The TRPA Goals and Policies the League references are reprinted below followed by responses.

Land Use Element Goal 1 Policy 2. Redeveloping Existing Town Centers is a High Priority.

Land Use Element Goal 1 Policy 3. The Plan Shall Seek to Maintain a Balance Between Economic/Social Health and the Environment.

Response: Rezoning the Back to allow MFD development in the Town Center close to services, while maintaining the SEZ in a natural state, is consistent with Land Use Element Goal 1 Policies 2 and 3.

Soils Goal 1 Policy. All Existing Natural Functioning Stream Environment Zones Shall Be Retained as Such and Disturbed Stream Environment Zones Shall Be Restored Whenever Possible.

Response: The Back's undisturbed SEZ will remain in a natural state as it is protected from development under TRPA's Ordinance and Goals and Policies. The Front's SEZ is restricted from development through recorded deed restrictions, and the Property owner is seeking approval from TRPA to implement measures to restore the SEZ's functionality. Accordingly, the rezoning and the proposed MFD development on the Back is consistent with this Goal and Policy.

Open Space Goal 1. Manage Areas of Open Space to Promote Conservation of Vegetation and Protection of Watersheds.

Response: The Property is not zoned for conservation. Development of the high capability lands of the Property is already approved and under construction. The SEZ portions of the Property will be maintained as open space. Consequently, the amendment and further MFD development on the Back is consistent with this Goal and Policy.

CONSISTENCY WITH THE GENERAL PLAN

The amendment and the project are consistent with the following General Plan Goals and Policies:

Land Use and Community Design Goal LU-3
To encourage the creation of more complete and well-designed neighborhoods that promote livability, safety, and sustainability.

Policy 3.3. Diverse Housing Choices
The City shall promote a wide range of housing opportunities, both ownership and rental, for all income levels.

Policy 3.6. Residential Variety in Existing Neighborhoods
The City shall encourage development of a variety of new housing types that provide housing choices for consumers in terms of types of units, location, unit, sizes, and costs, design, amount of privacy, and neighborhood environment, while preserving neighborhood character.

Housing Element Goal HE-7
To provide for a variety of housing types, sizes, price ranges, and densities compatible with the existing character and integrity of residential neighborhoods.

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THIEL LLP

Policy 7-2. The City shall encourage compatibility of physical design, building structure, and lot layout relationships between existing and new construction to help the new developments complement the surrounding neighborhoods.

CONCLUSION

We respectfully submit the League's comments are without merit, and rezoning the Back is consistent with the City's General Plan and adopted TCAP. Rezoning the Back from REC to TSC-MU is consistent with the General Plan designation of Tourist. The Back is located within the Town Center where urban development is encouraged. The amendment does not involve the Front and will not allow development to occur in the Back's SEZ lands. ***Development is already approved on the Back*** in the form of a driveway with hammerhead turnaround. Further development of the Back with MFD residences will screen the power plant as viewed from the CTC property and Van Sickle B-State Park. Residential development of the Back will utilize TAUs (converted to RUUs) and land coverage banked on the Property, minimizing environmental impacts.

Thank you for your consideration of the foregoing.

Sincerely,

FELDMAN THIEL LLP

Kara L. Thiel

By:
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Old Colony Inn | ILLUSTRATIVE PLAN

1" = 30'
0 30 60 120

DESIGNWORKSHOP
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Re: Tourist Core Area Plan Amendment (TCAP)
Rezone Portion of APN 029-441-024 from Recreation (REC) to Tourist Center Mixed-Use (TSC-MU)

Honorable Council Members:

We submit this letter to correct the record with respect to comments the League to Save Lake Tahoe (the "League") submitted to you on May 15, 2023, objecting to the proposed rezoning of the above-referenced property (the "Property"). Before addressing the League's specific comments, we offer the following information to frame the issues raised.

The privately-owned[1] Property is comprised of approximately 3.79 acres of land. The front 2.5 acres abutting Montreal Road (the "Front") are zoned TSC-MU while the back 1.29 acres of the Property (the "Back") are zoned REC. To be clear, ***both*** the Front and Back are already within the TCAP boundaries and the Town Center Overlay where urban development is encouraged, and the City's General Plan designates the entire Property as Tourist. The Back is bounded by the Front to the north, an existing power plant to the west, a privately-owned undeveloped parcel immediately to the east and Van Sickle Bi-State Park beyond that, and CTC property to the south.

Under the current REC zoning, employee housing and a variety of recreation uses could be developed on the Back. Rezoning the Back to TSC-MU will allow additional residential uses at higher densities to be developed on the Back. Both the City and TRPA have approved a multiple-family dwelling (MFD) project on the Front with the driveway serving the residences extending onto the Back (the "Approved Project"). The public has no access to Van Sickle Park or the adjacent CTC property to the south through the Property – neither the Front nor Back.

[1] The Property is owned by HVR Acquisitions, LLC (the "Owner").

The amendment is only to change the TCAP's zoning of the 1.29-acre Back from REC to TSC-MU so the Property is uniformly zoned. While the Back is 1.29 acres in size, only 0.6 acre consists of developable high capability land. Thus, this component of the amendment affects a mere 0.6 acre of land.

BACKGROUND

The Front is the site of the former Colony Inn and is comprised of both high capability Class 5 and low capability Class 1b, or SEZ, lands. The Owner's predecessor in interest (the "Predecessor") demolished the Colony Inn in or around 2009 and TRPA banked 104 tourist accommodation units (TAUs), one residential unit of use (RUU) and 64,810 sf of land coverage on the Front. Of the 104 TAUs, 84 were banked in the SEZ and 20 were banked in Class 5 lands. The Predecessor subsequently restored the SEZ portion of the Front pursuant to a plan approved by both TRPA and the Lahontan Regional Water Quality Control Board. Several years of monitoring occurred, and the restoration passed final TRPA inspection on October 16, 2015, and TRPA released the restoration security on November 20, 2015. (TRPA File No. ERSP2009-3560.)

The 84 SEZ TAUs have been transferred off the Property, and ten of the 20 remaining TAUs in Class 5 lands have been converted to RUUs and will support the Approved Project which is limited to the Property's high capability lands. Pursuant to the TRPA Code, when development rights are transferred out of SEZ lands, a deed restriction permanently restricting the SEZ from future development must be recorded against the sending parcel. The appropriate deed restrictions were recorded against the Front in connection with the transfer of the 84 SEZ TAUs. ***The high capability lands of the Property are unaffected by the deed restrictions.***

Erosion, homeless camps, unpermitted campfires, vandalism and other activities have occurred on the Property since the successful SEZ restoration. These activities have caused an incision in the SEZ such that water is no longer retained onsite, and the functioning of the restored SEZ has suffered as a result.

LEAGUE COMMENTS

"The Colony Inn parcel was intended to be permanently retired and the stream environment zone (SEZ) restored."

Response: As mentioned above, the SEZ portion of the Front has been permanently retired through recorded deed restrictions. This amendment does not involve the Front. The SEZ portion of the Back has never been disturbed, was not part of the prior restoration effort on the Front and will not be developed whether this amendment is approved or not. New disturbance in an SEZ is prohibited. The Approved Project does not involve SEZ on the Front or Back.

"This rezoning was not included in the February 2022 Planning Commission TCAP amendment presentation and materials. This addition to the TCAP amendments appears to be a move by the land owner to go around the Planning Commission and City Council."

Response: The proposed rezoning of the Back has been contemplated since 2019. Initially, the Owner applied to the City for the amendment, a scoping notice was published and a public meeting was held on the amendment. The League participated in the public meeting and submitted comments to the City and TRPA on multiple occasions. After years of back and forth between the Owner, the City and TRPA, the City ultimately decided to include and support the rezoning in a broader TCAP amendment package, albeit following the initial presentation to the Planning Commission meeting in February 2023. The League knows the Owner is not attempting a workaround and has spent years and hundreds of thousands of dollars in an effort to rezone 1.29 acres of land.

"We want the SEZ restored and corner parcel permanently retired."

Response: The restored SEZ is located on the Front which is already zoned TSC-MU and ***not*** a part of this amendment. Likewise, the "corner" parcel is ***not*** a part of the amendment. This amendment is limited to a rezoning of the 1.29-acre Back which is only accessible via the Front.

The SEZ restoration on the Front was the responsibility of the Predecessor. While the owner is under a legal obligation not to disturb the SEZ, it is not required to maintain, modify or improve the SEZ. Nevertheless, the Owner believes a functioning SEZ adds aesthetic and environmental value to the Property and has engaged consultants and TRPA staff to develop a plan. The Owner even met with the League onsite last year to discuss further restoration efforts. The CTC declined to participate in funding SEZ restoration.

"On March 18, 2008, The City passed a Resolution to permanently retire the Colony Inn site from future development as a condition of transferring the associated tourist accommodation units (TAUs) out of the City limits."

Response: It is clear from the Resolution's language that the restoration and retirement applied only to the SEZ: WHEREAS, the Colony Inn is located ***partially within an area identified as a Stream Environment Zone (SEZ)***, and once the Colony Inn is demolished, existing development will be transferred ***out of the SEZ and the site will be restored and permanently retired***…." The "site" is the SEZ, not the entire property.

City staff agree. Per an email from the City's Planning Manager, John Hitchcock, dated July 26, 2022:

> I have discussed this issue with Hilary, and we do not think the resolution is enforceable. I also could not find any information in our project files that the City required the parcel to be retired as part of our approval to allow [the Predecessor] to transfer the TAUs to another jurisdiction.
>
> The actual transfer itself is a TRPA approval process. When [the Predecessor] applied to TRPA to transfer the TAUs, they were required to transfer the units pursuant to the TRPA Code, which only required SEZ site restoration and for the site to be deed restricted and kept in its natural state.

The City's approval of the Approved Project on the Property evidences the City's position that the Resolution does not stand for what the League argues. Once again, this amendment does not involve the Front. Only the Back is affected, and it was not the subject of the City's Resolution or the SEZ restoration effort on the Front.

"With the proposed amendments, the coverage limit would increase from 30 percent to 70 percent…."

Response: Properties within Town Centers are eligible for up to 70 percent land coverage. ***The Back is already located within the Town Center*** and therefore eligible for up to 70 percent coverage. Thus, the amendment has no impact on allowable land coverage.

"When the TCAP was developed, the Conservation designation [in the General Plan] arguably should have translated to the Open Space designation…."

Response: This comment is misleading. The Back is ***not*** located in the Open Space District of the TCAP which is more restrictive than REC zoning. The Back is zoned REC, not Open Space. Today, the Back has been approved for a driveway with hammerhead turnaround.

CONCLUSION

We respectfully submit the League's comments are without merit, and the rezoning of the Back is consistent with the City's General Plan and adopted TCAP. Rezoning the Back from REC to TSC-MU is consistent with the General Plan designation of Tourist. The Back is located within the Town Center where urban development is encouraged. The amendment does not involve the Front and will not allow development to occur in the Back's SEZ lands. ***Development is already approved on the Back.*** Development of the Back with residential development will screen the power plant as viewed from the CTC property and Van Sickle B-State Park. Residential

development of the Back will utilize TAUs and land coverage banked on the Property minimizing environmental impacts.

Thank you for your consideration of the foregoing.

Sincerely,

FELDMAN THIEL LLP

By:
Kara L. Thiel

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Draft Tourist Core Area Plan/Specific Plan Amendment
Initial Study/Mitigated Negative Declaration and Initial Environmental Checklist/Finding of No Significant Effect

April 2022

TAHOE REGIONAL PLANNING AGENCY

CITY OF SOUTH LAKE TAHOE

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APPENDIX A – LSC TECHNICAL MEMORANDUM DATED JULY 8, 2019

1.0 INTRODUCTION

1.1 INITIAL STUDY/INITIAL ENVIRONMENTAL CHECKLIST

This Initial Study/Initial Environmental Checklist (IS/IEC) has been prepared to address the potential environmental effects of amending the City of South Lake Tahoe Tourist Core Area Plan/Specific Plan (TCAP), located in the City of South Lake Tahoe, California. The IS/IEC also analyzes the potential environmental effects of a proposed multi-family housing project, that is dependent on the adoption of the proposed TCAP amendment. The "amendment area" is defined as a 1.29 acre parcel, formerly Assessor's Parcel Number (APN) 029-240-011 that is located adjacent to the former Colony Inn (formerly APN 029-441-004). The proposed amendment would rezone the amendment area from Recreation to Tourist Center Mixed Use and include policies that would limit future land uses and density on the combined parcels (former APN 029-240-011 and APN 029-441-004). If adopted, these policies would ultimately decrease the maximum development potential on the two combined parcels. The current Recreation district allows single family development as a special use, but does not allow multi-family development. If the amendment is approved, the applicant (HVR Acquisitions) wishes to expand a multi-family housing development previously approved on former APN 029-441-004 (2.5 acre) to the newly combined parcel. The two former parcels referenced above (APNs 029-240-011 and 029-441-004), were legally consolidated into a single parcel in June 2021 and are now designated as APN 029-441-024. As a result, the combined parcel of land is located in two different TCAP zoning districts with different permissible uses, height limits and density. The proposed rezone amendment, if adopted, would resolve this conflict.

An Initial Study (IS) is a preliminary environmental analysis that is used by the California Environmental Quality Act (CEQA) lead agency as a basis for determining whether an Environmental Impact Report (EIR), a Mitigated Negative Declaration, or a Negative Declaration is required for a project under CEQA guidelines. An Initial Environmental Checklist (IEC) is a preliminary environmental analysis that is used for determining whether an Environmental Impact Statement (EIS), an Environmental Assessment (EA), a Mitigated Finding of No Significant Effect, or a Finding of No Significant Effect is required for a project under TRPA Rules of Procedure.

The IS/IEC contains a project description, description of environmental setting, identification and explanation of environmental effects, discussion of mitigation for potentially significant environmental effects, evaluation of the proposed project's consistency with existing, applicable land use controls, and the names of persons who prepared the study.

The IS has been prepared pursuant to the California Environmental Quality Act (CEQA) of 1970, Cal. Pub. Res. Code §21000 et seq. The City of South Lake Tahoe is the CEQA lead agency for this project. The IEC has been prepared pursuant to the requirements of Article VI of the TRPA Rules of Procedures and Chapter 3 of TRPA's Code of Ordinances. TRPA serves as lead agency pursuant to its own regulations.

The City of South Lake Tahoe is processing an application for an amendment pursuant to Chapter 13 of the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, which allows local governments to adopt conforming Area Plans that contain policies and development ordinances that are consistent with and further the goals and policies of the TRPA Regional Plan. Chapter 13 established a conformity process that:

- Allows local governments to adopt an Area Plan that supersedes TRPA plans and ordinances if the plan is found to be in conformance with the Regional Plan;
- Defines required content in an Area Plan that includes but is not limited to applicable policies, maps, ordinances and development and design standards; and

- Defines which development activities will not have a substantial effect on the natural resources in the Region and allows TRPA to transfer limited development permitting authority to local governments.

1.2 TIERING PROCESS

California Environmental Quality Act

The CEQA concept of "tiering" refers to the evaluation of general environmental matters in a broad program-level EIR, with subsequent focused environmental documents for individual projects that implement the program. This environmental document incorporates by reference and tiers from the discussions in the 2011 General Plan EIR (the Program EIR) and concentrates on issues specific to the TCAP. CEQA and the CEQA Guidelines encourage the use of tiered environmental documents to reduce delays and excessive paperwork in the environmental review process. This is accomplished in tiered documents by eliminating repetitive analyses of issues that were adequately addressed in the Program EIR and by incorporating those analyses by reference.

Section 15168(d) of the State CEQA Guidelines provides for simplifying the preparation of environmental documents on individual parts of the program by incorporating by reference analyses and discussions that apply to the program as a whole. Where an EIR has been prepared or certified for a program or plan, the environmental review for a later activity consistent with the program or plan should be limited to effects that were not analyzed as significant in the prior EIR or that are susceptible to substantial reduction or avoidance (CEQA Guidelines Section 15152[d]).

This IS is tiered from the City of South Lake Tahoe General Plan EIR, in accordance with Sections 15152 and 15168 of the CEQA Guidelines and Public Resources Code Section 21094. The 2011 General Plan EIR is a Program EIR that was prepared pursuant to Section 15168 of the CEQA Guidelines. The 2011 General Plan is a comprehensive land use plan that guides physical development within the City of South Lake Tahoe through 2030. The 2011 General Plan EIR analyzes full implementation of uses and physical development proposed under the General Plan, and it identifies measures to mitigate the significant adverse program-level and cumulative impacts associated with that growth.

This IS/IEC will evaluate the potential environmental impacts of the proposed TCAP Amendment with respect to the 2011 General Plan EIR to determine what level of additional environmental review, if any, is appropriate. As shown in the Determination in Section 5.2 of this document and based on the analysis contained in this IS/IEC, it has been determined that the proposed amendments would not have significant effects on the environment that were not adequately addressed in the 2011 General Plan EIR; therefore, a Negative Declaration will be prepared.

While the IS/IEC does not tier from the 2013 TCAP IS/IEC (this document uses more recently available data and provides a project specific analysis), the 2013 document is incorporated by reference. While the 2013 TCAP IS/IEC does not propose mitigation measures, it incorporates mitigation measures adopted under the 2011 General Plan EIR and the TRPA Regional Plan Update EIS. These mitigation measures would continue to be applicable to the project area, and no change to the application of such mitigation measures are proposed.

This IS/IEC concludes that potentially significant impacts are addressed by adopted policies and regulations applicable to the area, and the mitigation measures that have been adopted as part of the approval of the 2011 General Plan. These mitigation measures, to the extent they are applicable to the TCAP, will also be incorporated into project approvals as needed. Nothing in this IS in any way alters the obligations of the City to implement the General Plan mitigation measures. All future projects within the TCAP boundary

would be subject to project-level environmental review and permitting by the City and/or TRPA, with the permitting agency determined based on the size, nature and location of the project (Section 13.7.3 of the TRPA Code).

Tahoe Regional Planning Agency

The TRPA concept of "tiering" refers to the coverage of general matters in a broader EIS (Program EIS) and subsequent documents incorporating by reference the general discussions and concentrating solely on the issues specific to the document subsequently prepared. Therefore, when an EIS has been certified for a project or matter, TRPA shall limit the analysis for a later related or consistent project or matter, to effects which were not examined as significant effects in the prior EIS or which are susceptible to substantial reduction or avoidance by revisions in the project or matter through conditions of approval or mitigation. Tiering is limited to situations where a later project or matter is consistent with a program, plan, policy, or ordinance for which an EIS was prepared, is consistent with applicable TRPA plans, and a supplemental EIS is not required.

This IEC is tiered from the TRPA 2012 RPU EIS in accordance with Section 6.12 of the TRPA Rules of Procedures. The 2012 RPU EIS is a Program EIS that was prepared pursuant to Article VI of TRPA Rules of Procedures (Environmental Impact Statements) and Chapter 3 (Environmental Documentation) of the TRPA Code of Ordinances. The 2012 RPU is a comprehensive land use plan that guides physical development within the Lake Tahoe Region through 2035. The 2012 RPU EIS analyzes full implementation of uses and physical development proposed under the 2012 RPU, and it identifies measures to mitigate the significant adverse program-level and cumulative impacts associated with that growth. The proposed project is an element of the growth that was anticipated in the 2012 RPU and evaluated in the 2012 RPU EIS. By tiering from the 2012 RPU EIS, this IEC will rely on the 2012 RPU EIS for the following:

- a discussion of general background and setting information for environmental topic areas;
- overall growth-related issues;
- issues that were evaluated in sufficient detail in the 2012 RPU EIS for which there is no significant new information or change in circumstances that would require further analysis; and
- assessment of cumulative impacts.

This IEC evaluates the potential environmental impacts of the proposed project with respect to the 2012 RPU EIS to determine what level of additional environmental review, if any, is appropriate. As shown in the Determination in Section 5.3 of this document, and based on the analysis contained in this IEC, it has been determined that the proposed project would not have significant effects on the environment. Therefore, a Finding of No Significant Effect will be prepared.

This IEC concludes that many potentially significant project impacts are addressed by the measures that have been adopted as part of the approval of the 2012 RPU. Therefore, those 2012 RPU EIS mitigation measures that are related to, and may reduce the impacts of, this project will be identified in this IEC. These mitigation measures will be incorporated into the approval for this project. Nothing in this IEC in any way alters the obligations of the City or TRPA to implement the mitigation measures adopted as part of the RPU.

1.3 BACKGROUND

All of the land within the Lake Tahoe Basin falls under the jurisdiction of the Tahoe Regional Planning Agency. This includes land under the local jurisdiction of the City of South Lake Tahoe. In order to be responsive to the unique needs and opportunities of the Region and local communities, the TRPA Regional Plan encourages and authorizes local jurisdictions to develop and adopt individual Area Plans that provide more specific development objectives and standards that are adapted to the needs of the specified area. Local jurisdictions are permitted to develop, adopt, and implement regulations so long as they are consistent with the TRPA Regional Plan. The General Plan and Zoning Ordinances are the City's primary policy documents that guide land use, transportation, infrastructure, community design, housing, environmental, and other decisions in a manner consistent with the planning statues for the State of California. The TCAP is designed to supplement the City's General Plan and Zoning Ordinance by designating zoning districts and providing specific guidance for the area included within the new Area Plan boundaries. The Area Plan is considered a specific plan pursuant to California State Law.

The process of amending a specific plan is provided in CA Government Code Section 65359 and generally follows the general plan amendment process outlined in Sections 65350 through 65358. This includes public hearings with public notice, and adoption by resolution or by ordinance. Specific plans may be amended as often as necessary by the local legislative body, but the amendment itself must be consistent with the adopted general plan for the area. TRPA Code of Ordinances Chapter 13 also indicates plan amendments require public hearing, and must be consistent with the Regional Plan. Amendments require findings, conformance review (conformance checklist), and threshold and compliance measure evaluations.

The TCAP serves as a comprehensive land use plan, consistent with the Lake Tahoe Regional Plan (Regional Plan) and the City of South Lake Tahoe General Plan (General Plan). The plan is intended to realize the area vision, assist in achieving and maintaining TRPA's Environmental Threshold Carrying Capacities, implement the Tahoe Metropolitan Planning Organization's Sustainable Communities Strategy, and implement the policy direction of both the Regional Plan and General Plan. The TCAP Vision Statement was developed by the community through a series of public workshops, and is stated below:

> *"The area is envisioned as a central destination that provides full services for tourists and permanent residents and offers unique experiences related to the many outdoor recreation possibilities that surround the core area. The Revitalization of the South Shore will catalyze the transformation from a failing and vestigial gaming economy into a sustainable outdoor tourism recreational destination by incorporating active streetscapes, shopping, entertainment and outdoor dining opportunities. In addition, transit and alternative travel will provide an essential part of the envisioned destination resort experience resulting in significant environmental gain and improvised scenic quality."*

The Project proposes amendment of the TCAP but maintains the vision and the same priorities. Upon adoption by the City Council and TRPA Governing Board, the amended TCAP will serve as a mutual plan for both the City and TRPA.

1.4 PROJECT LOCATION, SETTING AND SURROUNDING LAND USES

The TCAP functions as the central tourist destination in the South Lake Tahoe area. The boundaries of the TCAP are entirely within the City of South Lake Tahoe, located centrally along US Highway 50 and Ski Run Boulevard between Stateline and Fairway Avenue on US Highway 50 and between US Highway 50 and approximately Pioneer Trail along Ski Run Boulevard. This area serves as a direct recreation access point to Heavenly Mountain Ski Resort, Edgewood Golf Course, Ski Run and Lakeside Marinas, and Van

Sickle Bi-State Park, and as such is predominantly tourist related, with numerous hotels, motels, restaurants, and retail land uses. The area is served by transit, with a Route 50 stop at Beach Retreat & Lodge at US 50 and Takela Drive and at Safeway at US 50 and Johnson Blvd., and a Route 55 stop at Ski Run Blvd. and Spruce, with links to other Tahoe Transportation District routes. Additionally, the South Shore water taxi stops at Timber Cove, among three other stops within the South Shore area. A bike lane within US 50 and multi-use path parallel to US 50 run through the City and link to other bike lanes, bike routes, and multi-use trails in the South Shore with connections extending to Stateline, Meyers, Tahoe Keys, and Camp Richardson.

The TCAP covers approximately 304 acres. The proposed amendment would not change the total area within the TCAP or Town Center boundary. The amendment proposes to change the zoning of 1.29 acres of the newly created APN 029-441-024 from Recreation to Tourist Center Mixed-Use, which is the current zoning of the remainder of the newly formed parcel. Both segments of the parcel are located within the TCAP Town Center, and within the Tourist Center land use designation of the City's General Plan. Figure 1-1 shows the boundary of the proposed amendment area. Table 1-1 documents the existing use, land capability and land coverage for the proposed amendment.

The TCAP Tourist Center Mixed-Use District is intended to primarily provide for tourist accommodation uses, with supporting retail commercial uses to meet the regional demand for quality accommodation in the Stateline area in a manner compatible with a pedestrian environment. The TCAP Recreation District is intended to allow a variety of recreation uses such as dispersed recreation and parks. Permissible uses include day use areas and group facilities.

Surrounding land uses include single-family and multi-family residential uses to the south, tourist and commercial uses to the west and north, and undeveloped and recreation lands (e.g, Van Sickle Bi-State Park) to the east. The parcel immediately east to the area proposed for zone change, APN 029-240-10, is zoned for Recreation and owned by the California Tahoe Conservancy. The adjacent parcel to the north, APN 029-441-003 (3828 Montreal Road), is zoned for Recreation and is privately-owned, undeveloped land that features an easement for vehicle entry into Van Sickle Bi-State Park from Montreal Road and Heavenly Village Way. An electric utility substation is also located immediately south of the amendment area. Finally, a multi-family residential development (Gondola Vista), similar to the future Project development proposed for the combined parcel, is located to the north just past the entry to Van Sickle Bi-State Park.

1.5 PROJECT OBJECTIVES/PURPOSE AND NEED

The proposed TCAP amendment does not propose any changes to the allowable land coverage, building height, or density in the TCAP Development and Design Standards.

The purpose of the proposed TCAP zoning amendment is to facilitate the development of multi-family housing on a 3.79 acre recently combined parcel (APN 029-441-024) that includes 1.29 acres of land within the Recreation zone and 2.50 acres of land within the Tourist Center Mixed Use zone. The Recreation zone does not permit multi-family housing. The applicant (HVR Acquisitions) wishes to develop up to six (6) additional multi-family residential units on the 1.29 acre portion of the parcel located within the Recreation zone as Phase 2 of a four (4) unit Multi-Family Project previously approved by the City for the portion included in the Tourist Center zone. Once built out, the eventual project would include a total of 10 multi-family residential structures (detached units) on the combined 3.79 acre parcel. The City application to merge the former parcels (APN 029-441-004 and APN 029-240-011) into a combined parcel (APN 029-441-024) was approved in June 2021. It is anticipated that the multi-family residential units would be subdivided into individual airspace condominiums and rented as short-term vacation home rentals (VHRs).

The amendment would result in changes to the land use designation within the amendment area. However, this change aligns with the City's and TRPA's land use maps. The City's General Plan designates the project area as a "Tourist Center." The Tourist Center land use designation is intended for the most intensive land uses, including major commercial/visitor centers and mixed-use residential. This General Plan land use designation is used for areas in the City that are currently developed as commercial/visitor centers, have excess land coverage, where vertical mixed-use projects are appropriate, and are near commercial, employment, transit, and public services. Therefore, the proposed rezoning amendment and subsequent multi-family development project are compatible with Land Use and Community Design Policies, LU-3.3, LU-3.6, and LU-4.3.

While the TCAP currently assigns a Recreation zone to the former APN 029-240-011, the entire project area (combined parcel) is included in the TCAP Town Center Overlay and included in the Transfer of Development Rights Receiving Area. The TRPA Conceptual Regional Land Use Map (https://www.trpa.gov/wp-content/uploads/documents/archive/2/FinalAdoptedRegionalPlanMaps_amended1-2-2018.pdf) identifies the amendment area as "Tourist" land use and within a "Town Center" district. Town centers are targeted for redevelopment in a manner that improves environmental conditions, creates a more sustainable and less auto-dependent development pattern and provides economic opportunities in the Region. The amendment is therefore consistent with aspects of both the TRPA Regional Plan and TCAP. Specifically, the rezoning amendment and development project are compatible with TRPA Land Use Policies LU-1.1 and LU-1.2 as well as Community Design Policy LU-2.1.

Precedent exists for rezoning recreation properties to allow for residential and tourist accommodation uses. These include an amendment in the 1990s to Plan Area Statement 070 to permit tourist accommodation uses within the existing Edgewood Tahoe Golf Course and the 2012 RPU's creation of a Resort Recreation District for Edgewood Company's "mountain parcel" and Heavenly Ski Resorts California base lodge area. These amendments allow for multi-family development and tourist accommodation uses on properties formerly zoned Recreation provided existing development is transferred from elsewhere in the Basin to support the development projects. Here, units of use and existing land coverage banked on the former APN 029-441-004 will support development of Phases 1 (approved) and 2 (proposed) of the Project.

When Measure T, a citizen-initiated ballot measure, passed in 2018, there were 1,764 permitted vacation home rentals (VHRs) in the City of South Lake Tahoe. Of those, 1,373 were outside areas designated as Town Center and 391 were within the Town Center. Today, the majority of VHRs within Town Centers consists of units in attached condominium developments, while the majority of VHRs outside Town Centers consists of detached single-family dwellings (SFDs). Measure T's ban of the 1,373 VHRs outside Town Centers went into effect on January 1, 2022. As a result, there is now fewer options in the City to accommodate visitors wishing to reside as a group in a single structure. The majority of single-family dwelling VHRs on the South Shore are now located in the County miles away from the City Center. Allowing residential uses on the recreation zoned property within the Town Center will further the goal of Measure T: remove VHRs from residential neighborhoods and locate them in Town Centers close to services, entertainment and dining. In addition to preserving the residential "feel" of neighborhoods, locating VHRs in walkable Town Center areas reduces VMT and traffic congestion.

The TCAP was originally adopted by the City of South Lake Tahoe on October 14, 2013 and by the TRPA Governing Board on November 11, 2013 and has since been amended to modify land use and plan boundaries. The plan provides land use guidance for future development and redevelopment and addresses land use regulations, development and design standards, transportation, recreation, public service and environmental improvements for the area. It encourages general improvement and enhancement for the built environment and provides a framework to change the existing conditions into opportunities for redevelopment with a focus on achieving environmental improvements, encouraging a mixed-use land use

pattern that includes tourist accommodation, residential, commercial, public facilities, public spaces and opportunities for housing in close proximity to job centers. The TCAP is the center of tourist services in the City and recreation access and has traditionally been the area with the highest concentration of services and density.

Figure 1-1 Proposed TCAP Amendment Area

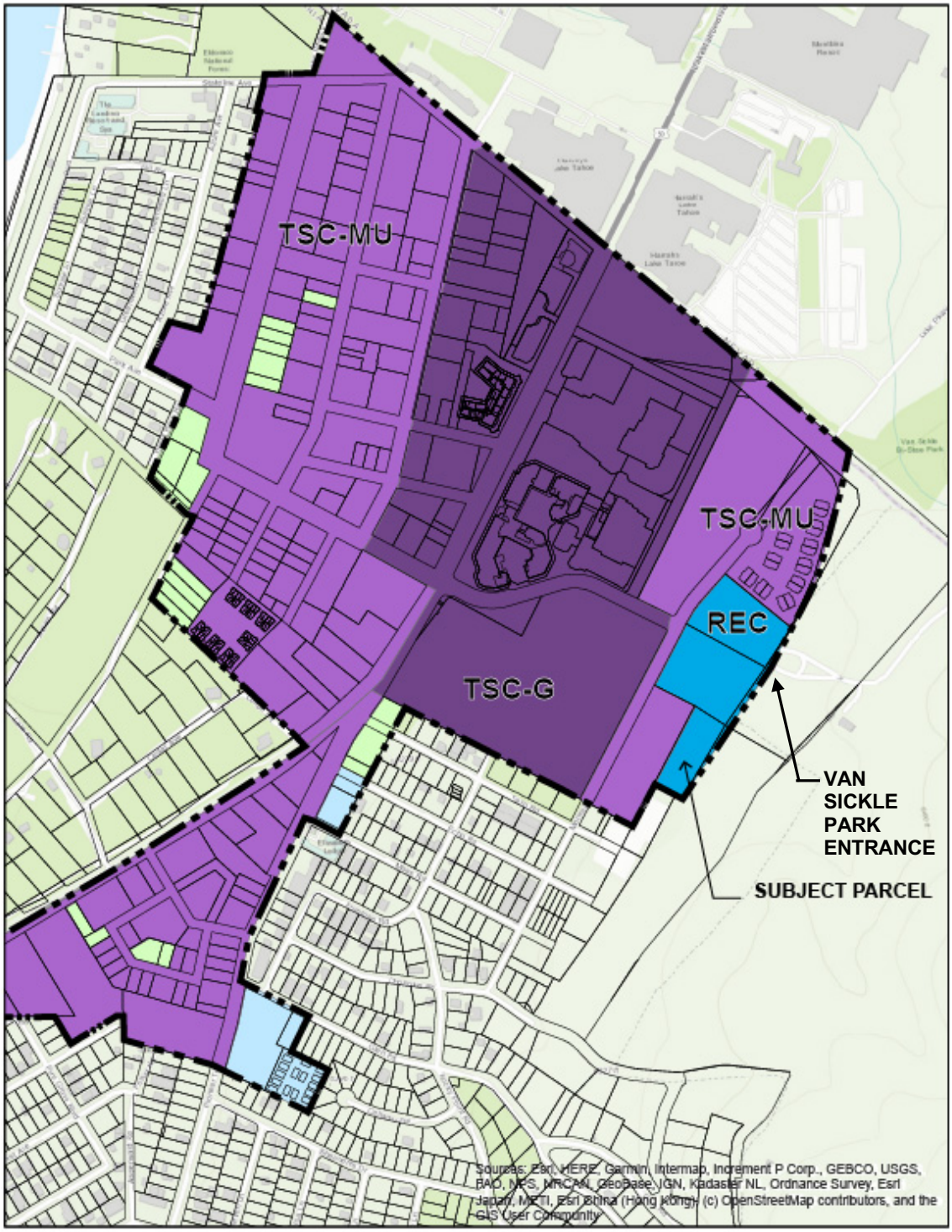


Table 1-1: Existing Amendment Area Land Capability and Land Coverage (APN 029-441-024)

			Land Capability (square feet)				Banked Land Coverage (square feet)		
Parcel	**Use (Existing/Proposed)**	**Acreage**	**Class 1b**	**Class 5**	**Class 7**	**Total Area**	**Class 1**	**Class 5**	**Total**
029-240-011	Recreation/Tourist	1.29	29,660 sf	0	26,601 sf	56,261 sf	0	0	0
029-441-004	Tourist/Tourist	2.50	62,631 sf	46,254 sf	0	108,885 sf	32,247	32,563	64,810
	TOTAL AREA	3.79	92,291 sf (2.12 acre)	46,254 sf (1.06 acre)	26,601 sf (0.61 acre)	165,146 sf (3.79 acres)	32,247	32,563	64,810

Notes: Land capability verification for former APN 029-240-011 dated 12/13/13. Existing land coverage numbers as reported on sheet L0-01 for former APN 029-441-004. These two parcels have since been merged and are now identified as APN 029-441-024.

1.6 DOCUMENT ORGANIZATION

This IS/IEC includes the standard content for environmental documents under CEQA and TRPA Code of Ordinances and Rules of Procedures. An EIR/EIS was determined to be unnecessary for the proposed amendment and subsequent development project, as there are not potentially significant environmental effects associated with the implementation of proposed amendment to the TCAP or approval of the subsequent multi-family development Project. This IS/IEC is a full disclosure document, describing the plan amendment, subsequent project and their environmental effects in sufficient detail to aid decision-making.

Chapter 1 includes a description of the IS/IEC process, the tiering process, project background, the location of the Project and surrounding land uses, Project Objectives and Purpose and Needs Statement, the public involvement process and history, and the relationship of the TCAP to other land use plans, policies, and regulations.

Chapter 2 contains a description of the TCAP amendment, including an overview of the proposed changes to the Area Plan and Area Plan mapping, and a description of the proposed development Project, that may be permitted should the proposed TCAP amendment be adopted.

Chapter 3 provides the baseline conditions for the environmental analysis.

Chapter 4 contains the methods and assumptions used to analyze the potential environmental effects of the amendments.

Chapter 5 contains a detailed analysis of the environmental effects and necessary mitigation measures if applicable.

1.7 PUBLIC INVOLVEMENT

Opportunities for public participation in the amendment process included a mailed scoping notice and community workshop held on November 12, 2020. At the time of the scoping process, two parcels were proposed for rezone from Recreation to Mixed-Use, including the parcel that is analyzed in this environmental document (former APN 029-240-011) and an adjacent parcel next to the Van Sickle Bi-State Park (APN 029-441-003). Two comment letters were received on the proposed TCAP amendment from the League to Save Lake Tahoe and the California Tahoe Conservancy/Nevada Division of State Parks. The comment letters included concerns over the type of eventual development (e.g., large scale residential or tourist uses) that would be built on the existing Recreation zoned parcel(s), and the proximity of the parcel(s) to the Van Sickle Bi-State Park. Comments suggested that the amendment would change the welcoming historic character and natural aesthetic of the Park, remove mature trees and naturally weathered granite boulders on lands adjacent to the Park, reduce Park parking available for the public, create pedestrian safety and management issues (e.g., user created trails, trash, storage of personal property), result in potential impacts to SEZ and previous restoration areas, and potentially conflict with the approved but not constructed Loop Road project. The League also suggested that the City and TRPA consider an alternative to rezone the subject parcels to open space. Subsequent to the receipt of comments from the Conservancy and League, the proposed amendment was changed to eliminate the recreation zoned parcel immediately adjacent to the Bi-State Park.

Pursuant to the requirements of CEQA, this IS/IEC will be sent, along with a Notice of Completion, to the California State Clearinghouse. In addition, copies of this document will be distributed to other Lake Tahoe Region reviewing agencies and interested stakeholders for review. A Notice of Availability and Notice of Public Hearing will be published in the Tahoe Daily Tribune and a Planning Commission hearing will be

conducted to solicit comments during a 30-day public review period. After closure of the public review period, the City of South Lake Tahoe and TRPA staff will respond to any public comments. City staff will then prepare an agenda item for the City Planning Commission's recommendation and City Council's action that include the IS/IEC, comments on the IS/IEC, and responses to the comments. If the City Council determines that the proposed amendment and development Project would not have significant adverse impacts, the City Council may adopt a Negative Declaration of environmental impact and adopt the amendment/approve the Project. Following City Council approval, a Notice of Determination would be filed with the El Dorado County recorder-clerk's office and with the California State Clearinghouse.

Pursuant to the TRPA's Rules of Procedure and Chapter 3 of the TRPA Code of Ordinances, the agencies IEC will be made available for public review along with the project staff report at least 14 days prior to hearings held to consider the proposed amendments. TRPA staff will prepare agenda items for the TRPA Regional Plan Implementation Committee, TRPA Advisory Planning Commission's, and TRPA Governing Board consideration. If it is determined that no significant adverse impacts would result from the proposed project, the TRPA Governing Board may issue a Finding of No Significant Effect and adopt the TCAP zoning amendment and approve the proposed multi-family development project.

1.8 RELATIONSHIP TO LAND USE PLANS, POLICIES AND REGULATIONS

The TCAP and project area falls under the direct jurisdiction of both the City of South Lake Tahoe and Tahoe Regional Planning Agency. In addition, federal and state agencies exercise varying levels of control concerning specific parcels or resources. This section identifies each agency's responsibility relative to the proposed amendment; it also identifies the plans and policies to which the TCAP must show compliance.

Regional

The Tahoe Regional Planning Agency (TRPA) is a bi-state planning agency with authority to regulate growth and development within the Lake Tahoe Region. TRPA implements that authority through a Bi-State Compact and the TRPA Regional Plan. The Regional Plan Goals and Policies establish an overall framework for development and environmental conservation in the Lake Tahoe Region.

In December 2012, the TRPA Governing Board adopted an updated Lake Tahoe Regional Plan. General priorities of the updated Regional Plan that apply to these amendments include:

- Accelerating water quality restoration and other threshold gains by supporting environmental beneficial redevelopment opportunities, restoration of disturbed lands and Environmental Improvement Program (EIP) investments.
- Transitioning to more permitting delegated to local governments to create one-stop-shopping for homeowner improvements in order to return TRPA to a more regional role that the Bi-State Compact originally intended.
- Creating walkable communities and increasing alternative transportation options.

Important policies addressed in the Lake Tahoe Regional Plan include:

- Retaining the established regional growth control system. Under this system, rampant overdevelopment was stopped and open spaces preserved. Most of the policies from the 1987 Regional Plan stayed in place.

- Creating a more efficient planning system that integrates TRPA requirements into the plans and permits of other applicable government agencies.
- Encouraging property owners to transfer development rights from sensitive and remote areas into Town/Regional Centers with the goal of restoring these lands.
- Eliminating regulatory barriers to support upgrades and environmentally beneficial redevelopment of rundown buildings with aging infrastructure.
- Simplifying overly complicated regulations for homeowners while achieving threshold gain.
- Incorporating the 2020 Linking Tahoe: Regional Transportation Plan (most recently adopted in 2021) and the Active Transportation Plan (adopted in 2015) to support sidewalk and bike trail projects that reduce automobile dependency and increase walkability and safety.
- Continuing to deliver restoration projects under the EIP which achieves erosion control on roadways and restore forests and wetlands.

The updated TRPA Code of Ordinance allows for the development of Area Plans to refine and implement the Regional Plan policies appropriate to specific areas. Chapter 13, *Area Plans*, of the TRPA Code of Ordinances includes new provisions that allow for local, state, and federal agencies, in coordination with TRPA staff, to prepare coordinated Area Plans for the implementation of land use goals, policies, and ordinances. The Area Plans, which must include implementing ordinances and zoning, are required to be consistent with the Regional Plan. Once an Area Plan has been found in conformance with the Regional Plan and is adopted, the associated local, state, or federal agencies may assume applicable development review authority through a Memorandum of Understanding (MOU) between TRPA and the other associated agency or organization. For City planning purposes, the objective is to amend the existing TCAP.

Chapter 13 (Area Plans) of the TRPA Code of Ordinances defines the required content of Area Plans and establishes that Area Plans may be approved by TRPA if they contain policies and development standards that are consistent with and further the goals and policies of the Regional Plan. With an adopted conforming Area Plan, local governments can opt to take over limited permitting authority from TRPA.

In addition, for Area Plans containing a designated Town Center, the following provisions shall be included:

- Building and site design standards that reflect the unique character of each area and consider ridgeline and viewshed protection;
- Community design standards to vary height and density and promote pedestrian activity and transit use;
- Policies and strategies to promote walking, bicycling, transit use, and shared parking;
- Ensure adequate capacity for redevelopment;
- Identify an integrated community strategy for coverage reduction and enhanced storm water management; and
- Demonstrate that all development activity within the Town Center will provide for and not interfere with environmental gains.

State of California

Several State agencies may play a role in development decisions within the Tahoe Region. As such, these State agencies must grant permits or other forms of permission prior to physical development. Affected agency staff will review the proposed amendments for consistency with adopted plans and policies. State agencies that may have a responsible agency role in projects that may be implemented include:

California Tahoe Conservancy: The mission of the California Tahoe Conservancy (CTC) is to protect and restore the natural environment of Lake Tahoe, including the lake's exceptional clarity and diversity of wildlife habitat in the Region. The CTC implements a comprehensive set of programs to affirmatively address resource needs in the Tahoe Region, including the protection and restoration of the natural environment, especially water quality; enhancement of wildlife habitat; provision of public access and recreation opportunities; and management of acquired public land at Lake Tahoe.

Within the TCAP, the CTC has ownership of four parcels. One parcel was acquired to meet excess land coverage mitigation, for bicycle trail or other public service projects, or to sell. A second parcel was purchased to provide recreation access to Van Sickle Bi-State Park – this parcel is nearby to the Recreation parcel proposed for the rezone in this Project. The other two parcels were purchased under the Sensitive Lands Acquisition Program. CTC has also acquired former Caltrans right-of-way for shared-use trail use.

The CTC also manages a Land Bank Program that is designed to facilitate a number of natural resource objectives, assist the needs of the general public and environmental projects, and provide funding benefits. An MOU originally signed with the Tahoe Regional Planning Agency (TRPA) in early 1988, and recently updated in 2018, enables CTC to sell rights from the Land Bank on the open market.

Lahontan Regional Water Quality Control Board: Lahontan has water quality responsibilities including the California-side of the Lake Tahoe Region. This agency establishes water quality standards, subject to the approval of the State Board, and has broader enforcement power than TRPA. By issuing waste discharge permits and requiring monitoring to show compliance, among other activities, Lahontan actively enforces attainment of standards.

Any party responsible for construction activity over one acre must obtain a National Pollution Discharge Elimination System Permit (NPDES Permit) from Lahontan to eliminate or reduce pollutants from construction related storm water discharged to surface waters, which include riparian zones.

Lahontan is also responsible for incorporating the Lake Tahoe Daily Maximum (TMDL) pollutant load reduction targets into the NPDES permit for California municipalities in the Tahoe Region. This permit regulates stormwater discharge from El Dorado County's stormwater management infrastructure and Federal rules require that El Dorado County implement programs to control pollutant runoff. The NPDES permit issued to El Dorado County stipulates a September 30, 2020 deadline to reduce estimated 2004 baseline jurisdictional pollutant loads of fine sediment particles by 21%, total nitrogen by 14% and total phosphorus by 14%. Lahontan is expected to update the NPDES permit every five years to include additional load reduction targets. Attainment of the 2026 target, termed the Clarity Challenge, is estimated to return Lake Tahoe to an average annual transparency of 80 feet (Lahontan 2010).

The City prepared an updated Pollutant Load Reduction Plan (PLRP) dated October 2021 that details the approach to meet pollutant load reduction requirements.

California Trustee Agencies: State agencies with trustee responsibility in the TCAP boundary include: California Division of Forestry (tree removal and forest resource concerns), State Historic Preservation

Officer (cultural resources), California Department of Fish and Wildlife (plant and wildlife resources), and State Lands Commission, which oversees state-owned sovereign lands (Lake Tahoe).

City of South Lake Tahoe

The City of South Lake Tahoe implements its regulatory authority through its General Plan and City Code. The City's 1999 General Plan adopted TRPA's Plan Area Statements (PASs) and Community Plans to replace its previous local zoning. In the City's 2011 General Plan update, the City adopted new land use designations for PASs located within the County's jurisdiction but retained the PASs and Community Plans in the Lake Tahoe Region as its zoning system. The existing PASs and Community Plans will remain in effect until superseded by an adopted conforming Area Plan or amendments to existing Area Plans.

2.0 PROJECT DESCRIPTION

The proposed project includes two amendments to the TCAP, specifically:

- Amend the existing zoning for a portion of APN 029-441-024, specifically the portion of the parcel formerly recognized as APN 029-240-011, from Recreation (Rec) to Tourist Center Mixed-Use (TSC-MU) to allow additional residential uses and match the zoning of the parcel with which it has recently been consolidated (APN 029-441-004);
- Add applicable TSC-MU policies to APN 029-441-024 that would limit the use of this parcel to residential, linear public facilities, recreation, resource management, and open space (tourist, commercial, and most general public service land uses would be prohibited) and cap the maximum density of residential units on the parcel to 4 units per acre;

The recreation portion of APN 029-441-024 is located within the TCAP town center overlay and is included as tourist land uses on the Regional Plan maps. No changes to the Regional Plan maps or town center overlay are proposed as part of these amendments. Under the proposal, the existing recreation portion of the combined parcel would be removed from the Recreation District and added to the Tourist Center Mixed Use (TSC-MU) District (see Figure 2-1) in alignment with the other portion of the combined parcel APN 029-441-024 formerly known as APN 029-441-004 (or the former Colony Inn parcel) . This amendment would reduce lands zoned Recreation by 1.29 acres, and increase lands zoned Tourist Center Mixed Use by the same amount.

The current Recreation District allows single family dwelling and employee housing but does not permit multi-family dwelling as a permissible residential use. The project applicant wishes to construct a multi-family residential development consisting of 10 detached units on the combined parcel (029-441-024). Four units of three-story multi-family residential development was previously approved by the City on the portion of the combined parcel formerly known as APN 029-441-004 (Permit 21070151 dated August 18, 2021). Should the TCAP amendments be adopted, the current multi-family development approval would be submitted for plan revision to add six additional multi-family residential units on the combined parcel (APN 029-240-024) (see Figure 2-2). While the former parcel numbers referenced above are in two separate TCAP zoning districts, the parcels have now been officially merged into one parcel by El Dorado County (recorded June 14, 2021, file number 2021-0039544). The amendment seeks to rectify the multiple zonings that now exist within the combined parcel.

Should the amendments be approved, the Project proposes to develop multi-family residential units within the TCAP mixed use district that allows up to 25 units/acre. Because of the proposed TCAP amendment, specifically the policy for the combined parcel that limits land use to multi-family residential and density to no more than 4 units per acre, the number of potential residential units would decrease as a result of the amendment. Based on the available residential density for former APN 029-441-004 (2.49 acres) by itself, up to 62 residential units (2.49 acres times 25 units/acre) could be proposed for the combined parcel. However, given that former APN 029-441-004 only contains approximately 1 acre of high capability land, maximum development potential would be much lower, perhaps a maximum of 25 small residential units built in attached buildings. Consistent with the proposed policy for the combined parcel that limits residential to 4 units per acre, the Project is proposing 10 multi-family residential units on the 3.79 acre combined parcel that contains approximately 1.67 acres of high capability land. Each of the residential units would access Montreal Road using a shared access driveway as shown on Figure 2-2. Based on the proposed amendment of no more than 4 units per acre, maximum development potential would be 15 multi-family units. Limits on overall growth in the Region through the TRPA's regional growth management system remain in place, so the overall regional development potential remains the same with and without the proposed amendment.

The amended TCAP will serve as a mutual plan for the City of South Lake Tahoe and TRPA by providing direction for how the area should be regulated to achieve regional environmental and land use objectives. The existing development standards and the specific policies in the TCAP are the land use standards intended to administer and regulate the land use for the project area. Figure 1-1 depicts the portion of the combined parcel (former APN 029-240-011) to be moved from Recreation into the Mixed-Use zone. Figure 2-1 depicts the proposed amendment to the TCAP zoning.

No additional amendments to the TCAP are proposed beyond the rezoning and restriction of land uses within the parcel.

Figure 2-1 – Proposed TCAP TSC-MU Amendment Location

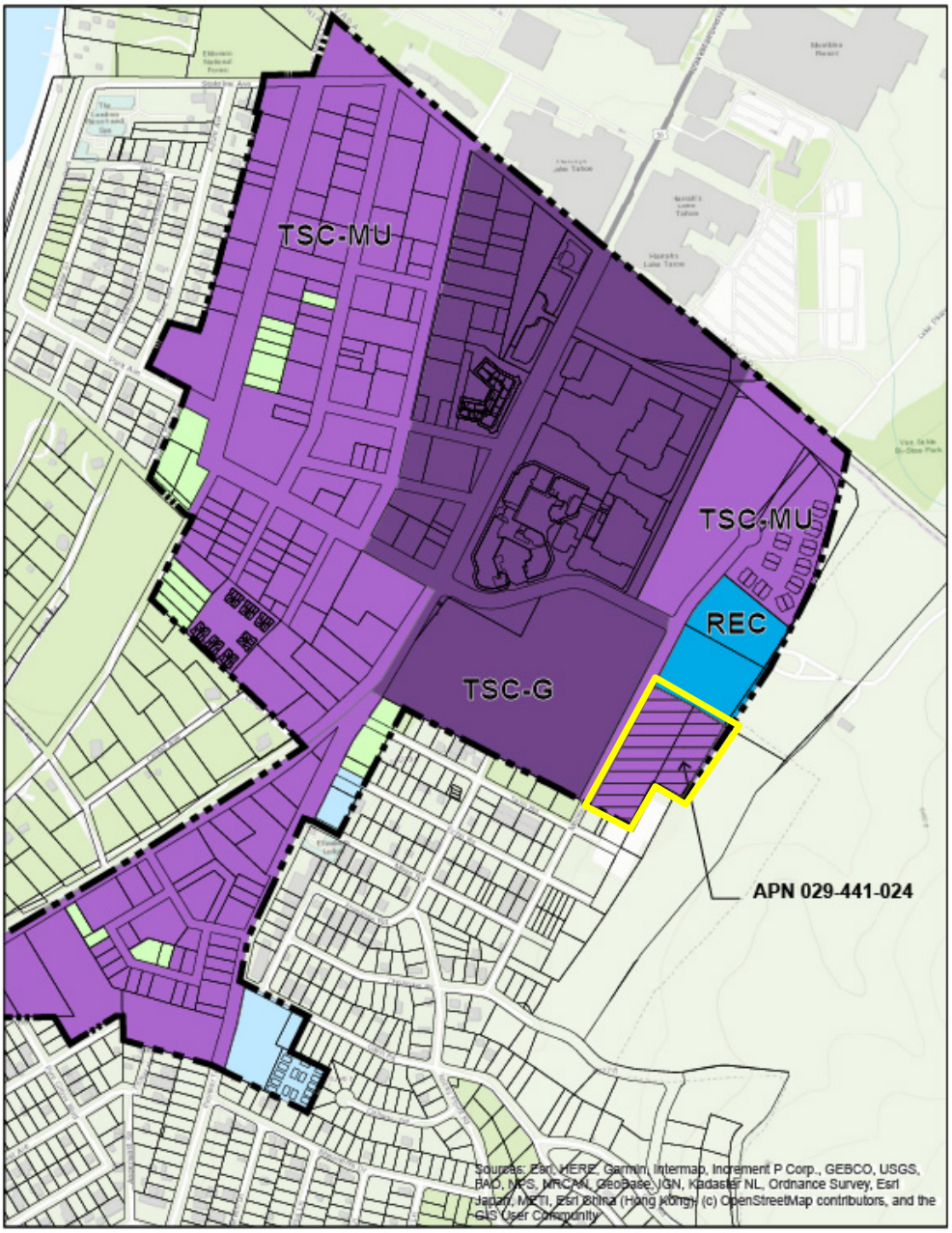
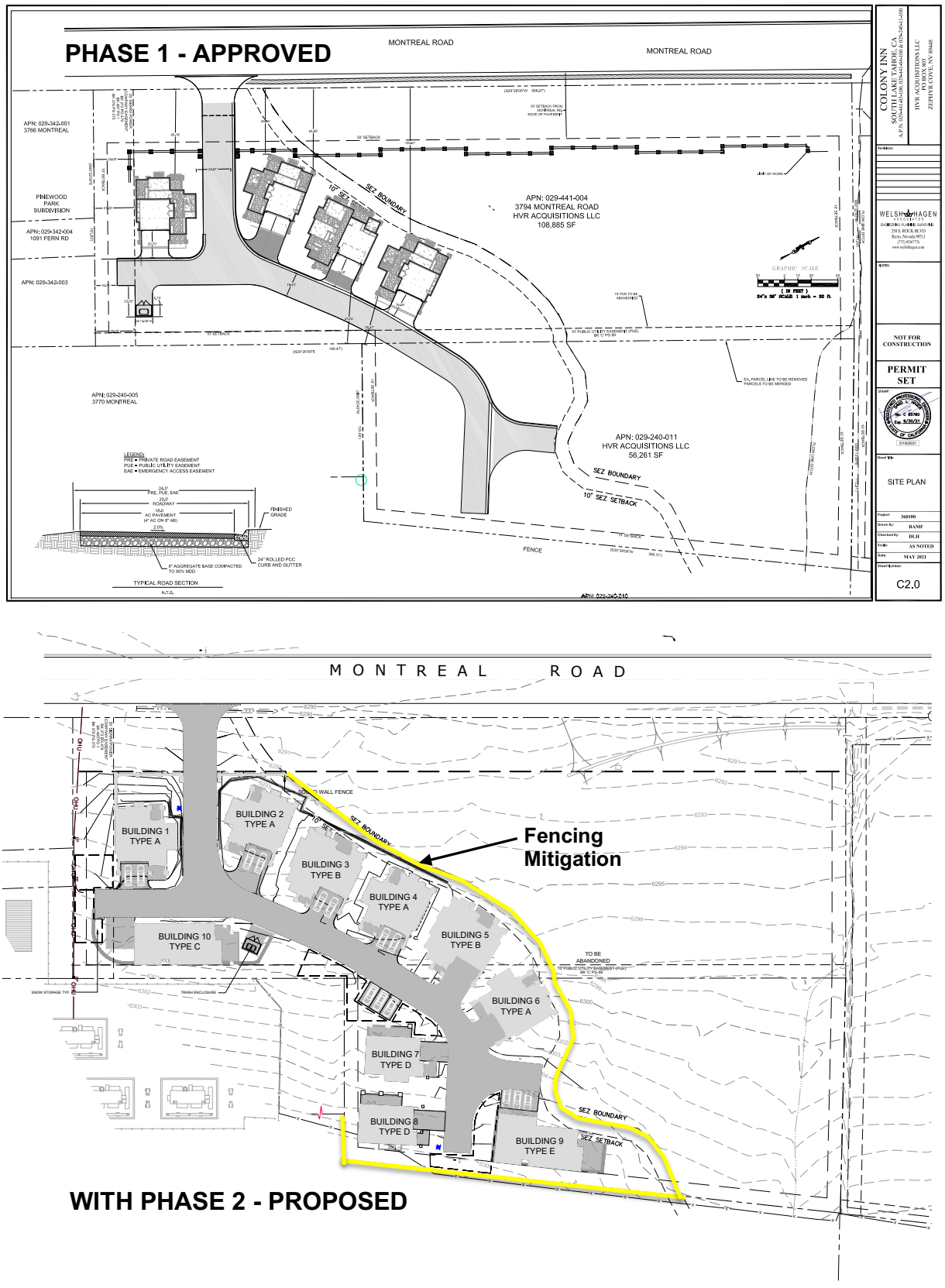


Figure 2-2 – Site Development Plans - Multi-Family Residential Project



The primary list of permissible uses (A: Allowable or S: Special Use or --: not permissible) and maximum densities for the Recreation District and TCAP TSC-MU District are compared in Table 2-1. The rezone of the existing Recreation parcel to the TSC-MU District will:

- Add multi-family residential as an allowed use to the existing Recreation parcel and other changes to permissible uses as shown in TCAP Table 1;
- Increase the maximum density for multiple-family residential units from 0 units per acre (not an allowed use in Recreation) to 4 units per acre (per new note for TSC-MU District in Table 4);
- Increase the maximum height allowance on the existing recreation parcel from 36 feet height allowance (with a maximum of three stories) to 56-foot height allowance with a maximum of four stories (currently allowed in TCAP TSC-MU); and
- Limit permissible uses in the TCAP TSC-MU District for the combined APN 29-441-024 to residential uses at a maximum density of 4 units per acre, uses accessory to any residential use, and uses allowed in all urban areas, such a linear public services (per new note for TSC-MU District in Table 1).

The amendment would alter the range of permissible uses currently allowed within the proposed amendment area, as shown in the TCAP permissible uses Table 1 below. The amendment would also restrict land uses on the combined parcels to residential uses and other uses allowed in all urban areas (tourist and commercial uses would not be allowed, except for accessory daycare uses) and cap the density of multi-family residential to 4 units per acre.

As part of the proposed amendments, compliance with all aspects of the TRPA Regional Plan and Code of Ordinances not specifically substituted by standards within the Area Plan including mitigation measures from the RPU EIS certified by the TRPA Governing Board on December 12, 2012 is required. The adoption of these measures includes compliance with measures that have already been incorporated into the TRPA Code, IEC, and standard conditions of approval for residential and grading projects.

Table 2-1: Comparison of Permissible Uses, Density, Land Coverage and Height Standards

	Recreation District		Tourist Center Mixed-Use	
Land Use Category	**Permissible**	**Density**	**Permissible**	**Density**
Residential				
Employee Housing	A	15 DU/acre	S	15 DU/acre
Multiple Family Dwelling	-	-	A	25 DU/acre
Multi-Person Dwelling	-	-	S	25 persons/acre
Single Family Dwelling	S (Caretaker residence only)	1 unit per parcel for parcels less than an acre. 2 units for parcels greater than an acre, provided one unit is an authorized secondary residence	A (includes condos)	1 unit per parcel for parcels less than an acre. 2 units for parcels greater than an acre, provided one unit is an authorized secondary residence
	Recreation District		**Tourist Center Mixed-Use**	
Land Coverage	Up to 70% with Transfer		Up to 70% with Transfer	
Height	36 Feet		56 Feet	
Minimum Setbacks				
Frontage	N/A		20 feet	
Interior Side (Residential Use)	10 feet		10 feet	
Rear (Residential Use)	10 feet		10 feet	

Note: While the Tourist Center Mixed-Use District permits multiple-family dwelling densities of 25 units/acre, the proposed amendment would limit multiple-family dwelling density to 4 units/acre for APN 029-441-024.

TCAP Appendix C Table 1 would be revised as follows to limit the land uses allowed on the combined parcel APN 029-441-024. TCAP Appendix C Table 4 would be revised as follows to limit density for multi-family residential development to 4 units per acre.

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
RESIDENTIAL								
Domestic Animal Raising	-	-	-	-	-	-	S	-
Employee Housing	S	S	A	S	S	S	A	
Multiple Family Dwelling	A	A	A	A	A	A	-	-
Multi-Person Dwelling	S	S	S	S	S	S	-	-
Single Family Dwelling (includes condominiums)	A8	A	A	A	A	A	S1	-
Accessory Dwelling Unit[13]	**A**	**A**	**A**	**A**	**A**	**A**	**S**	**-**
TOURIST ACCOMMODATION								
Bed & Breakfast Facilities	-	A**12**	A9	S	A	A	-	-
Hotel, Motel, Other Transient Dwelling Units	A	A**12**	A9	S	A	A	-	-
Time Sharing	A	A**12**	A9	S	S	A	-	-
RETAIL COMMERCIAL								
General Retail and Personal Services	A	A**12**	A9	S	A	A	-	-
Building Material & Hardware	S6	-	-	-	-	S	-	-
Nursery	-	-	A9	-	-	S	-	-
Outdoor Retail Sales	A	-	S9	-	-	S	-	-
Eating & Drinking Places	A	S**12**	A9	S	A	A	-	-
Service Stations[11]	S	S**12**	-	-	S	S	-	-
ENTERTAIMENT COMMERCIAL								
Amusement & Recreation	S	S**12**	-	-	-	A	-	-
Privately Owned Assembly and Entertainment	S	S	-	-	-	S	S	-
Outdoor Amusements	-	S	S	-	S	S	S	-
SERVICE COMMERCIAL								
Animal Husbandry Services	-	-	-	-	-	A	-	-
Business Support Services	A7	S**12**	S9	-	S	A	-	-
Health Care Services	A2,5		A9	-	A	A	-	-
Professional Offices	A3,4	A**12**	A9	A	A	A	-	-
Schools – Business & Vocational	S	-	S9	-	S	A	-	-
LIGHT INDUSTRIAL COMMERCIAL								
Small Scale Manufacturing	S	S**12**	S9	S	-	-	-	-
WHOLESALE/STORAGE COMMERCIAL								
Vehicle Storage & Parking[11]	S	S**12**	S9	S	S	S	-	-
GENERAL PUBLIC SERVICE								
Religious Assembly	-	S**12**	S9	-	S	A	-	-
Cultural Facilities	S	S**12**	S9	-	S	A	-	-
Daycare Centers/Preschool	A	A**12**	A10	A	A	A	-	-
Government Offices	-	-	A9	-	-	S	-	-
Local Assembly & Entertainment	S	S**12**	-	-	-	S	-	-
Local Public Health and Safety Facilities[11]	A	A	A	A	A	A	A	A
Public Owned Assembly & Entertainment	S	S	-	-	-	-	S	
Public Utility Centers[11]	-	S**12**	-	-	-	-	-	-
Social Service Organizations	-	-	A9	-	A	A	-	-
LINEAR PUBLIC FACILITIES								

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
Pipelines & Power Transmission	S	S	S	S	S	S	S	S
Transit Stations & Terminals	S	S	S	S	S	S	S	S
Transportation Routes	S	S	S	S	S	S	S	S
Transmission & Receiving Facilities	S	S	S	S	S	S	S	S
RECREATION								
Cross Country Ski Courses	-	-	-	-	-	-	S	-
Day Use Areas	A	A	A	A	A	A	A	A
Group Facilities	-	-	-	-	-	-	S	-
Outdoor Recreation Concessions	-	-	-	-	S	S	-	-
Participant Sport Facilities	S	-	-	-	-	-	-	-
Riding and Hiking Trails	-	-	-	-	-	S	S	-
Rural Sports	-	-	-	-	-	S	S	-
Snowmobile Courses	-	-	-	-	-	S	S	-
Visitor Information Centers	S	S	-	-	S	-	-	-
RESOURCE MANAGEMENT								
Forest and Timber Resource Management	A	A	A	A	A	A	A	A
Vegetation Resource Management	A	A	A	A	A	A	A	A
Water Quality Improvements and Watershed Management	A	A	A	A	A	A	A	A
Wildlife and Fisheries Resource Management	A	A	A	A	A	A	A	A
Range Management	-	-	-	-	-	-	A	-
OPEN SPACE								
Allowed in all areas of the Region	A	A	A	A	A	A	A	A

Note: In the Regional Center all residential projects exceeding 100,000 square feet or non-residential projects exceeding 80,000 square feet require TRPA review and approval. In the Town Center all residential projects exceeding 50,000 square feet or non-residential projects exceeding 40,000 square feet require TRPA review and approval.

1. Caretaker Residence Only
2. All Health Care Services are allowed except emergency outpatient or urgent care facilities which shall only be considered along Heavenly Village Way, formerly Park Avenue.
3. Allow Realty Offices within the district and limit financial services to ATMs.
4. Allow consideration for placement of Realty Offices within the district, and only when operated in conjunction with approved Park Avenue Redevelopment fractional ownership tourist accommodation projects. Such use shall occupy no more than five percent (5%) of the commercial floor area with any project area within the district.
5. All Health Care Services uses permissible throughout special district; provided that any Health Care Services uses proposed to front on either side of US Highway 50 and/or the intersections of Heavenly Village Way (formerly Park Avenue) and Stateline Avenue are limited to second floor or higher. See TRPA Ordinance 2009-05 Exhibit 2 for specific limitation locations.
6. Outdoor storage and display is prohibited.
7. Shall not front on US Highway 50.
8. Condominiums only.
9. Use not permitted in Special Area #1, which comprises of APNs 028-081-02, 028-081-04, & 028-081-15.
10. Daycare center allowed as an accessory use.

11. Land use category is identified in TRPA Code Section 60.3 as a "possible contaminating activity." Triggering special requirements pursuant to TRPA Code Section 60.4 if located within a Source Water Protection Zone.
12. **Use not permitted in APN 029-441-024.**
13. **See TRPA Code of Ordinances section 21.3.2 for the permissibility of accessory dwelling units.**

TABLE 4: LOT AND DENSITY STANDARDS						
DISTRICT	**TSC-C**	**TSC-MU**	**TSC-MUC**	**TSC-G**	**TSC-NMX**	**REC**
Maximum Density: Employee Housing Family (dwelling units/acre)	15	15	15	15	15	15
Maximum Density: Multi-Person Dwelling (persons/acre)	25	25	25	25	25	n/a
Maximum Density: Multi-Family (dwelling units/acre)	25	25 **(C)**	25	25	25	n/a
Maximum Density: Single Family Dwelling	1 unit per parcel for parcels less than one acre 2 units per parcel for parcels greater than or equal to one acre, provided one unit is an authorized secondary residence					
Maximum Density: Tourist Accommodation (dwelling units/acre)	40	40	40	40	40	n/a
Minimum Lot Size (sq ft)	10,000 (A)	10,000 (A)	10,000 (A)	10,000 (A)	6,000 (A)	10,000 (A)
Minimum Lot Width (feet)	80 (A)	80 (A)	80 (A)	80 (A)	60 (A)	80 (A)
Minimum Lot Depth (feet)	100 (A)	100 (A)	100 (A)	100 (A)	100 (A)	100 (A)
Maximum Land Coverage-Base + Transferred (% of project area located within land capability districts 4-7)	Within 300 feet of the High Water Mark of Lake Tahoe, maximum coverage shall be 50 percent of the project area that is located within Land Capability Districts 4 through 7, inclusive. Further than 300 feet from the High Water Line of Lake Tahoe, maximum land coverage shall be 70 percent of the project area that is located within Land Capability Districts 4 through 7, inclusive. Also see Section 30.4 of the TRPA Code of Ordinances					

A. Reduced Minimum Lot Size and Dimensions. Smaller lots may be approved as part of a condominium, or other airspace subdivision pursuant to City Code 6.55.190.

B. Mixed-Use Density. The maximum density for mixed-use projects includes up to 40 Tourist Units per acre and up to 25 residential units per acre. If a project includes nonconforming tourist or residential density, any new tourist or residential density must take into account the overage in overall density and reduce the allowable density for new construction so that the total density does not exceed 65 units per acre.

In the case of a mixed-use project that includes a commercial use or other use that is not subject to a density calculation, combined with residential and/or tourist uses, the project may include the total allowable commercial square footage, and the maximum allowable tourist and residential units per acre, using the full parcel area as the denominator in the density calculation.

The maximum mixed-use density for TSC-G Special Area 1 is 40 units per acre. Otherwise, the lot and density standards for TSC-G Special Area 1 are identical to those in the TSC-G zoning district.

C. Density for APN 029-441-024. The maximum density for multi-family residential development on APN 029-441-024 is 4 units per acre.

3.0 BASELINE

As specified in Section 13.3.1 of the TRPA Code, all plans, policies, and regulations in the Regional Plan and the TRPA Code shall remain in effect unless superseded by the provisions of an adopted conforming Area Plan. Thus, existing baseline conditions for the purposes of this IS/IEC reflect current environmental conditions with the updated Regional Plan, TRPA Code, City of South Lake Tahoe General Plan and Zoning Ordinance in effect, and the existing TRPA plans, maps, and ordinances also in effect. The TCAP has approximately 14 years left of a 20-year planning horizon.

The proposed project evaluated in this IS/IEC is the amendment of the TCAP and PAS 085/092 boundaries. With approval, the amendment would become part of the TRPA Regional Plan and would amend the existing TCAP and PAS 085/092 maps. The focus of the analyses herein is on the amendment of the maps to reflect the revised boundary and the potential environmental effects of implementing the amendment to the TCAP over its plan horizon.

4.0 METHODOLOGY AND ASSUMPTIONS

This IS/IEC was prepared to evaluate the potential environmental effects of the TCAP amendments using as a tool the CEQA IS and TRPA IEC questions, responses, and supporting narrative. The analysis tiers and incorporates by reference specific analyses contained in the following environmental review documents, as appropriate:

- TRPA/Rincon Consultants, Inc., *2020 Linking Tahoe: Regional Transportation Plan & Sustainable Communities Strategy IS/ND/IEC/FONSE*
- TRPA, *Regional Plan Update EIS,* certified by the TRPA Governing Board on December 12, 2012 (RPU EIS)
- City of South Lake Tahoe, *General Plan Update EIR*, certified by the City Council on May 17, 2011 (City GP EIR)
- City of South Lake Tahoe, *Tourist Core Area Plan IS/ND/IEC/FONSE*, certified by the City Council on October 15, 2013 and adopted by TRPA on November 11, 2013.

These program-level environmental documents include a regional and city-wide scale analysis and a framework of mitigation measures that provide a foundation for subsequent environmental review at an area plan level. These documents serve as first-tier documents for the TRPA review of the proposed TCAP Amendments. To the extent that the Area Plan is consistent with the Regional Plan and the RTP, for which the program EISs were prepared, the TCAP Amendments could be found to be "within the scope" of the program EISs. The IS/IEC is also a project-level environmental document for a proposal to add six additional multi-family residential units to a previously approved project that included four multi-family residential units. As such, this IS/IEC also supports the environmental review and permitting by the City of South Lake Tahoe for the revised Project.

TRPA has prepared an Area Plan Environmental Analysis Guidelines flowchart intended to assist local jurisdictions in considering environmental review requirements associated with the zoning districts and regional land uses proposed in area plans. The guidance poses the following questions:

- Does a land use district in the area plan allow a use that has a greater potential impact than the corresponding regional land use classification in the Regional Plan? This includes any community plans and/or PASs that would be wholly or partially, replaced by the area plan.
- Does a zoning district in the area plan allow a use that has a greater potential impact than the corresponding land use district in the PAS or community plan?
- Does the project have a greater potential impact than the use allowed by the zoning district in the area plan/PAS?

These questions contemplate whether land use/zoning changes resulting from the adoption or amendment of an area plan would result in new uses that could result in potential environmental impacts not previously contemplated by the community plans, PASs, and Regional Plan. The proposed amendments do not create new districts, but shift one parcel from Recreation to the Mixed Use district. Since the amendments include policies that limit allowable residential density on the combined parcels to four units per acre, the amendments are within the scope of development contemplated in the City's General Plan. The checklist responses include cross-referencing to other checklist items to reduce redundancy, where appropriate.

5.0 ENVIRONMENTAL CHECKLIST AND IMPACT ANALYSIS

1. Project title: Tourist Core Area Plan Amendments and Multi-Family Housing Project

2. Lead agency name and address:

   The City of South Lake Tahoe is the California Environmental Quality Act (CEQA) lead agency responsible for preparing an Initial Study/Negative Declaration (IS/ND) and the Tahoe Regional Planning Agency (TRPA) will serve as the lead agency for the Initial Environmental Checklist (IEC) under the Tahoe Regional Planning Compact.

   City of South Lake Tahoe
   1052 Tata Lane
   South Lake Tahoe, California 96150

   Tahoe Regional Planning Agency
   P.O. Box 5310
   Stateline, Nevada 89449

3. Contact person(s) and phone number(s):

   City of South Lake Tahoe: John Hitchcock, Planning Manager, (530) 542-7472, jhitchcock@cityofslt.us

   Tahoe Regional Planning Agency: Jennifer Self, Principal Planner, (775) 589-5261, jself@trpa.gov

4. Project location:

   The TCAP is located within the City of South Lake Tahoe, and the area proposed for amendment is located east of Montreal Road as shown on Figure 1-1.

5. Project sponsor's name and address:

   HVR Acquisitions LLC
   PO Box 803
   Zephyr Cove, NV 89448

6. General Plan designation: Tourist.

7. Zoning: Tourist Center Mixed-Use / Recreation

8. Description of project: Refer to Chapter 2 of this document.

9. Surrounding land uses and setting:

   Refer to Section 1.4 in Chapter 1 of this document.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

Amendment of the TCAP requires the City of South Lake Tahoe City Council and the TRPA Governing Board approval. Projects that may move forward as a result of the implementation of this amendment will also undergo project-level environmental review and may also require approval by the California Regional Water Quality Control Board, Lahontan Region, and/or El Dorado County Air Quality Management District.

5.1 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

If environmental factors are checked below, there would be at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. As discussed in the IS/IEC checklist, there are no potentially significant impacts associated with the amendment. Applicable mitigation measures for general and cumulative impacts associated with the General Plan and the RPU are incorporated into the project approval.

☐ Aesthetics	☐ Agriculture/Forest Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology Resources	☐ Greenhouse Gas Emissions	☐ Hazards/Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☒ Public Services
☒ Recreation	☐ Transportation/Traffic	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance
	☐ None	☒ None with Mitigation Incorporated

5.2 CEQA ENVIROMENTAL DETERMINATION

On the basis of this Initial Study:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.



3/31/2022

John Hitchcock, Planning Manager
City of South Lake Tahoe

Date

5.3 TRPA ENVIRONMENTAL DETERMINATION (TO BE COMPELTED BY TRPA)

On the basis of this TRPA Initial Environmental Checklist:

a.	The proposed project could not have a significant effect on the environment and a finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedures	☐	Yes	☒ No
b.	The proposed project could have a significant effect on the environment, but due to the listed mitigation measures which have been added to the project, could have no significant effect on the environment and a mitigated finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedures.	☒	Yes	☐ No
c.	The proposed project may have a significant effect on the environment and an environmental impact statement shall be prepared in accordance with this chapter and TRPA's Rules of Procedures.	☐	Yes	☒ No

Signature of Evaluator

Date

Title of Evaluator

5.4 EVALUATION OF ENVIRONMENTAL IMPACTS

The following environmental analysis has been prepared using the CEQA Guidelines Appendix G: Environmental Checklist Form to complete an Initial Study (IS). This checklist also includes analysis of environmental impacts required in the TRPA Initial Environmental Checklist (IEC) found at: http://www.trpa.org/wp-content/uploads/Initial_Environmental_Checklist.pdf.

5.4.1 CEQA

CEQA requires a brief explanation for answers to the Appendix G: Environmental Checklist except "No Impact" responses that are adequately supported by noted information sources (see Table 5-1). Answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

Table 5-1: CEQA Defined Levels of Impact Significance

Impact Severity	Definition
No Impact	A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
Less than Significant Impact	"Less than Significant Impact" applies where the Project's impact creates no significant impacts based on the criterion or criteria that sets the level of impact to a resource and require no mitigation to avoid or reduce impacts.
Less than Significant Impact after Mitigation	"Less than Significant Impact after Mitigation" applies where the incorporation of mitigation measures has reduced an effect from potentially "Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
Significant Impact	"Significant Impact" is appropriate if there is substantial evidence that an effect is potentially significant, as based on the criterion or criteria that sets the level of impact to a resource. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
Source: CEQA Appendix G Environmental Checklist Form 2018	

5.4.2 TRPA

Article VI of the TRPA Rules of Procedures presents the rules governing the preparation and processing of environmental documents pursuant to Article VII of the Compact and Chapter 3 of the Revised TRPA Code of Ordinances.

TRPA uses an IEC, in conjunction with other available information, to determine whether an EIS will be prepared for a project or other matter. This could include preparation of an Environmental Assessment, in accordance with Section 3.4 of the TRPA revised Code, when TRPA determines that an IEC will not provide sufficient information to make the necessary findings for a project.

The IEC includes a series of questions categorized by and pertaining to resources regulated by TRPA. Each checklist item requires a checked response of "Yes," "No," "No, with Mitigation," or "Data Insufficient." A checked response of "Data Insufficient" or a determination that a project may have a significant effect on the environment (Section 3.3.2 of the TRPA Code) indicates that additional environmental review in the

form of an Environmental Assessment (EA) or Environmental Impact Statement (EIS) would be required. The IEC form indicates that all "Yes" and "No, with Mitigation" responses require written explanations. This IEC provides supporting narrative for all responses. Where a checked response may not be intuitive or easily understood by the reader, that response has been marked with an asterisk (*) and a brief clarifying statement supporting the rationale for the checked response is included. Based on an initial review of the Project, TRPA and City staff determined that an IEC would provide sufficient information regarding the Project to make one of the findings below. As set forth in Code Subsection 3.3.1, based on the information submitted in the IEC, and other information known to TRPA, TRPA shall make one of the following findings and take the identified action:

1. The proposed project could not have a significant effect on the environment and a finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedure.

2. The proposed project could have a significant effect on the environment, but due to the listed mitigation measures which have been added to the project, could have no significant effect on the environment and a mitigated finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedure.

3. The proposed project may have a significant effect on the environment and an environmental impact statement shall be prepared in accordance with this Chapter and TRPA's Rules of Procedure.

When completed, TRPA reviews the IEC to determine the adequacy and objectivity of the responses. When appropriate, TRPA consults informally with federal, state, or local agencies with jurisdiction over the project or with special expertise on applicable environmental impacts.

5.4.3 Aesthetics (CEQA), Scenic Resources/Community Design and Light and Glare (TRPA)

This section presents the analyses for potential impacts to aesthetics, scenic resources/community design and light and glare. Table 5-2 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-2: Aesthetics, Scenic Resources/Community Design and Light and Glare

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.3-1. Have a substantial adverse effect on a scenic vista? (CEQA Ia)				**X**
5.4.3-2. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings, within a state scenic highway? (CEQA Ib)				**X**
5.4.3-3. Substantially degrade the existing visual character or quality of the site and its surroundings? (CEQA Ic)				**X**
5.4.3-4. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? (CEQA Id)			**X**	
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.3-5. Be visible from any state or federal highway, Pioneer Trail or from Lake Tahoe? (TRPA item 18a)				**X**
5.4.3-6. Be visible from any public recreation area or TRPA designated bicycle trail? (TRPA item 18b)				**X**
5.4.3-7. Block or modify an existing view of Lake Tahoe or other scenic vista seen from a public road or other public area? (TRPA item 18c)				**X**
5.4.3-8. Be inconsistent with the height and design standards required by the applicable ordinance, Community Plan, or Area Plan? (TRPA item 18d)				**X**
5.4.3-9. Be inconsistent with the TRPA Scenic Quality Improvement Program (SQIP) or Design Review Guidelines? (TRPA item 18e)				**X**

5.4.3-10. Include new or modified sources of exterior lighting? (TRPA item 7a)				**X**
5.4.3-11. Create new illumination which is more substantial than other lighting, if any, within the surrounding area? (TRPA item 7b)				**X**
5.4.3-12. Cause light from exterior sources to be cast off-site or onto public lands? (TRPA item 7c)				**X**
5.4.3-13. Create new sources of glare through the siting of the improvements or through the use of reflective materials? (TRPA item 7d)				**X**

5.4.3-1. Would the Project have a substantial adverse effect on a scenic vista? (CEQA Ia)

The TCAP contains scenic vistas visible from public roadways, with one scenic vista located on Hwy 50 facing SSE, toward the project area, but because of intervening vegetation the amendment area is not visible from any scenic vista. The amendment area is characterized by non-sensitive lands and SEZ that was previously developed but since restored. The portion of Highway 50 associated with Scenic Roadway Unit 32 (Casino Area) includes viewshed #32-1, which looks towards and over the amendment area to Heavenly Valley ski-hill. Views from this Roadway Unit viewshed area are primarily foreground views of dense urban development, including the commercial strip, signs, and little natural vegetation. Middleground views of mountains are dominated by scars of Heavenly Valley ski-hill for southbound travelers. The 2015 rating for this roadway unit included a travel route rating threshold composite score of 14.5 (nonattainment). The 2019 scenic resource evaluation did not include any changes to this viewshed. Visual improvements to the built environment in the area occurred between 2001 and 2019; however, the analysis indicates that landscape view scores have remained at a score of 1 since 1982. The amendment area lies within the viewshed between Scenic Roadway Unit 32 on Hwy 50 and Heavenly Valley ski-hill, but is not visible from Hwy 50 or any other scenic corridor.

In amending the parcel from Recreation to TSC-MU, the existing height and coverage allowances in the TCAP TSC-MU would be applied to the rezoned parcel. Therefore, the maximum allowed height would increase from 36 feet to 56 feet; a difference of 20 feet. In addition, the coverage limit would increase from 30 percent to 70 percent with coverage transfer on applicable lands with capability 4-7. The amendment would also alter what land uses are allowed on the parcel with transference into the TCAP TSC-MU. The amended parcel would add multi-family residential as an allowed use and increase the maximum density for multiple-family residential units from 0 units per acre (not an allowed use in Recreation) to 4 units per acre (per TSC-MU District limitation added to Table 4 for APN 029-441-024).

No changes are proposed that would affect the existing Design Standards in the TCAP.

Maximum building heights (56 feet with applicable findings) for Town Center areas are in accordance with the adopted TCAP and the height allowed by TRPA Code of Ordinances Section 37.7.16 and with Table 13.5.3-1 (Minimum Development Standards for Area Plans) of the Code of Ordinances, which allows structures up to 56 feet within Town Centers if findings can be made. With the requirement to meet the additional height findings for maximum building height, no adverse impact to scenic vistas is anticipated.

TRPA requires structures of up to 56 feet in Town Centers to meet height findings 1, 3, 5, and 9 as indicated in Section 37.7 of the TRPA Code of Ordinances. These findings ensure the additional height does not dominate views, particularly within the shoreline, is appropriately screened from public views, minimizes interference with existing views, and does not reduce the scenic threshold travel route rating. If the finding can't be made, the additional height would not be permitted. This ensures no significant impact would result from the increased height allowance within the amendment area.

> **37.7.1 Finding 1:** When viewed from major arterials, scenic turnouts, public recreation areas, or the waters of Lake Tahoe, from a distance of 300 feet, the additional height will not cause a building to extend above the forest canopy, when present, or a ridgeline. For height greater than that set forth in Table 37.4.1-1 for a 5:12 roof pitch, the additional height shall not increase the visual magnitude beyond that permitted for structures in the shoreland as set forth in subsection 66.3.7, Additional Visual Magnitude, or Appendix H, Visual Assessment Tool, of the Design Review Guidelines.
>
> *The amendment area is not visible from major roadways, scenic turnouts, public recreation areas on TRPA list, or Lake Tahoe.*
>
> **37.7.3. Finding 3:** With respect to that portion of the building that is permitted the additional height, the building has been designed to minimize interference with existing views within the area to the extent practicable.
>
> *The 56-foot height limit within the amendment area would apply to any development so as to not exceed the height of trees within the surrounding forested areas and would blend in with background vegetation based on proposed building materials and colors.*
>
> **37.7.5. Finding 5:** The portion of the building that is permitted additional building height is adequately screened, as seen from major arterials, the waters of lakes, and other public areas from which the building is frequently viewed. In determining the adequacy of screening, consideration shall be given to the degree to which a combination of the following features causes the building to blend or merge with the background: a) the horizontal distance from which the building is viewed; b) the extent of screening; and c) proposed exterior colors and building materials.
>
> *The amendment area is not visible from major roadways, scenic turnouts, public recreation areas on TRPA list, or Lake Tahoe. Building design uses colors and building materials compatible with nearby forested areas and most of the residential buildings are set back from the public roadway so that proposed landscaping will offer screening of the structures.*
>
> **37.7.9. Finding 9:** When viewed from a TRPA scenic threshold travel route, the additional building height granted a building or structure shall not result in the net loss of views to a scenic resource identified in the 1982 Lake Tahoe Basin Scenic Resource Inventory. TRPA shall specify the method used to evaluate potential view loss.
>
> *The amendment area is not visible from TRPA scenic threshold travel routes or scenic resources.*

The 2013 TCAP IS/IEC found that impacts from the TCAP Design Standards on scenic vistas were less than significant. The amendment would allow an additional 20 feet of height for development on the subject parcel; however, this is already allowed in the adjacent TCAP TSC-MU, and the application of this standard on the parcel would not result in a substantial impact due to the eventual project-level findings required, as noted above. Potential buildout under the proposed amendment would limit building height to 56 feet (4

stories) on the current recreation parcel. The subsequent Project proposed for the combined parcels will consist of ten 3-story buildings at a maximum height of 42.5 feet. Implementation of the TCAP Design Standards to avoid and minimize impacts to scenic vistas by prohibiting buildings to protrude above the forest canopy and ridgeline would ensure no significant impact to scenic vistas would occur.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.3-2. Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (CEQA Ib)

The amendment area is not located on any state scenic highways. US Highway 50 is proposed to be realigned through the City of South Lake Tahoe commercial core area. If that project is eventually constructed, the project site would be located adjacent to a state highway, though the current "scenic highway" designation through the urban core is considered "eligible" and not officially designated. Other than distant views of the ridgelines and tree canopy outside the area proposed for amendment, the area footprint does not contain other unique visual resources such as rock outcroppings, scenic trees, or historical buildings. Therefore, the Project has no impact on state designated scenic highways.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.3-3. Would the Project substantially degrade the existing visual character or quality of the site and its surroundings? (CEQA Ic)

As discussed above in Question 5.4.3-1, the existing visual character of the project area consists of partially cleared, partially wooded land surrounded by existing roads, residences, utilities, recreation, and commercial uses. The project area is not located within a scenic corridor. The existing visual character of the area is urban, with little uniformity.

The existing TCAP includes detailed design standards that are intended to ensure that the built environment complements the natural appearing landscape in the Tahoe Region while improving the quality of life and promoting livability, sustainability and walkability. The TCAP specifically regulates building form, materials and colors and includes the following: buildings shall provide adequate articulation and detail to avoid a bulky box-like appearance; a unified palette of quality materials shall be used; colors shall be used to help delineate windows are architectural features of interest; a variety of natural-appearing materials should be used on building facades to create contrast; colors should blend with the setting, with limits on bright colors, and roofs and roof-mounted equipment shall have a non-glare, earth tone finish.

The amendment does not include specific Design Standards other than what is provided generally by the City and TRPA for new development.

A substantial change in the scale of development possible on the current recreation parcel is not anticipated as a result of the amendment due to land use limitations proposed for the combined parcel, which would limit uses to multi-family residential and a density of no more than 4 units/acre. As discussed under Impact 5.4.3-1, development has the potential to be visually beneficial to the amendment area. The multi-family structures will be new development, but they would be compatible with TCAP design standards and therefore improve the built environment compared to nearby existing development (e.g., the commercial center to the north). The character and quality are expected to improve as a result of development that would

incorporate the TCAP design standards discussed above, as well as the additional height design requirements established by the TRPA and City should additional height be requested. Increases in the coverage allowance (with transfer) would occur on the parcel under proposed development, however this would be consistent with the mixed-use, urban setting of the area. Finally, changes to allowable building height for the parcels will not impact existing viewsheds due to the required findings for additional height which includes screening of the additional height or limits height to below the tree canopy when viewed from major roadways, the waters of the lake or public viewpoints, and requires no net loss of views along a scenic travel route, among other findings.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.3-4. Would the Project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? (CEQA Id)

The parcel to be amended and multi-family project area currently includes no light sources. Proposed multi-family development of the parcels include new sources of exterior lighting that follow adopted TCAP design standards regarding light and glare (TCAP Appendix C Development and Design Standards). Furthermore, the proposed development would be subject to City and TRPA review. The existing lighting standards are found in Section H of the Substitute Design Standards and address exterior, pedestrian zone, street, and safety/security lighting. The standards are designed to reduce light pollution, protect nighttime views, and reduce light splay onto adjoining parcels by requiring all lighting to be directed downward and fitted with cutoff shields.

The TCAP requires the use of a variety of natural-appearing material and colors that blend in with the natural setting and prohibits the use of flood lighting, reflective materials, or lighting strips, including neon/fluorescent tubing to minimize reflectivity and glare. The TCAP contains standards for different types of lighting (e.g., buildings, landscaping). Lighting must be directed downward, include cut off shields, and the light source must be shielded from view. The proposed lighting specifications are consistent with the required lighting standards. Therefore, glare or reflectivity from a project proposed under the TCAP will not adversely affect day or nighttime views in the area. No significant impact is anticipated.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None**.

5.4.3-5. Would the Project be visible from any state or federal highway, Pioneer Trail or from Lake Tahoe? (TRPA 18a)

The amendment area is not visible from any state or federal highway, Pioneer Trail, or from Lake Tahoe. Views of the amendment area from US Highway 50 are screened by intervening vegetation and existing structures, but rooftops of a future development project may be visible from US Highway 50 views looking through the Raley's Center. The 56-foot height limit within the amendment area would apply to a future Project so as to not exceed the height of trees within the surrounding forested areas and compliance with TCAP design standards for building materials and color would ensure that future structures blend in with background vegetation. If adopted, the proposed amendments would be followed by application for multi-family residential structures of three stories and heights up to 42.5 feet. Because the addition of multi-family residential rooftops would not be a noticeable change to existing US Highway views in the commercial corridor, there would be no impact to US Highway 50 scenic scores.

US Highway 50 is proposed to be realigned through the City's commercial core area. If that project is constructed, the realigned highway would pass adjacent to the project area. The analysis of scenic impacts associated with that roadway realignment project were addressed in the US 50/South Shore Community Revitalization Project EIR/EIS and are addressed in Section 5.4.23 (specifically question 5.4.23-2 cumulative impacts) of this IS/IEC.

As discussed in Question 5.4.3-1, viewshed 32-1 on Scenic Roadway Unit 32 (Casino Area) on Highway 50 faces the project area. However, because of intervening development and vegetation, the amendment area is not visible from the viewpoint. Therefore, changes to the project area would not adversely affect the scenic quality ratings. Thus, implementation of the amendment will not result in adverse impacts on views from any state or federal highway, Pioneer Trail or from Lake Tahoe.

Environmental Analysis: *Visible from US Highway 50, Not Visible from Pioneer Trail or from Lake Tahoe/No Impact.*

Required Mitigation: **None.**

5.4.3-6. Would the Project be visible from any public recreation area or TRPA designated bicycle trail? (TRPA 18b)

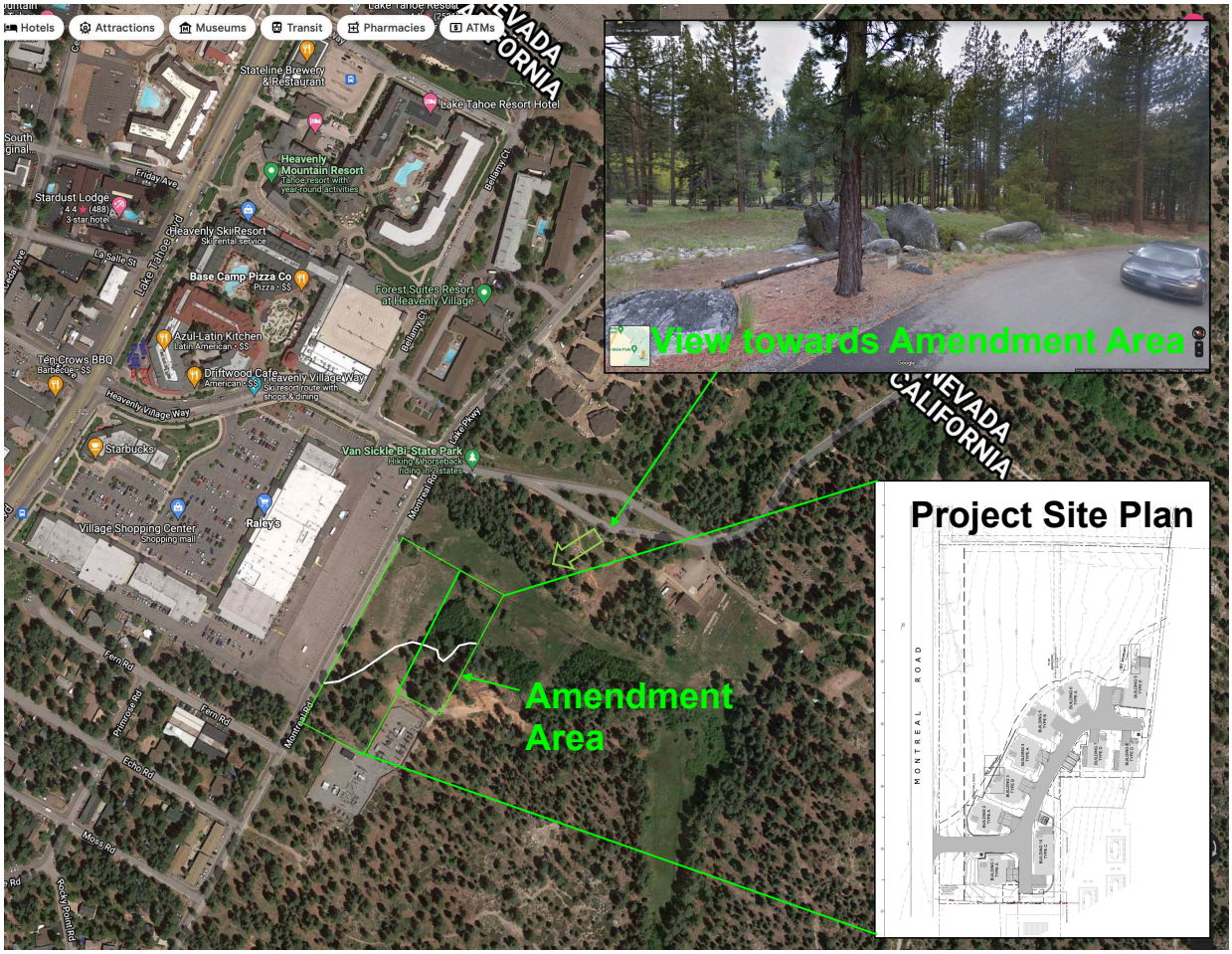
The amendment area is partially visible from the Van Sickle Bi-State Park public recreation area entrance driveway, though the Park is not on TRPA's official public recreation site list. The amendment area is not visible from the Park's trailhead/parking area or trail network located 0.5 mile from Montreal Road because of intervening vegetation/forest canopy. The entrance to Van Sickle Bi-State Park is located within an easement on a privately owned parcel (APN 029-441-003) immediately north of the combined parcels (APN 029-441-024). This adjacent parcel was originally proposed to be included in this TCAP amendment and subsequent development project, but was removed following completion of the public scoping process (see Section 1.7) and concerns raised by the California Tahoe Conservancy on potential impacts to the Park entrance and visitor experience. As shown in Figure 5-1, the amendment area would be effectively screened from viewpoints along the Van Sickle entrance roadway by intervening vegetation and therefore would not adversely impact scenic views of Park visitors. A grove of conifer trees parallels the Park entrance road and offers screening of views to the south of the proposed amendment parcel. In addition, SEZ vegetation south of the open meadow provides additional screening of views towards the amendment parcel. This SEZ vegetation is protected and will not be removed under the amendment or subsequent multi-family residential development. Proposed tree removal for the development of multi-family residential housing units and access/driveways/parking would be located on the south end of the amendment parcel and would not be discernable to visitors on the Park entrance roadway or informal dirt trail because of the vegetation to remain and distance (approximately 450 feet) between the viewpoints and the proposed development.

The parcel southeast of the project area, APN 029-240-010, is state-owned land. While not part of Van Sickle Bi-State Park, this parcel is part of the former US Highway 50 Bypass acquisition and proposed for eventual use as the South Tahoe Greenway shared-use trail alignment, that would connect to the Park. The amendment area is not visible from any TRPA recognized recreation sites or bike trail corridors, but would be visible at the southeast corner of the parcel from the proposed South Tahoe Greenway shared-use trail (TCAP Figure 6-1) once constructed. If approved, the visibility of residential structures from the shared-use trail corridor would be similar to views of residential homes for most of the shared-use trail corridor through South Lake Tahoe. TCAP design standards for building materials/colors, setbacks and site landscaping ensure that visible structures do not detract from viewsheds offered from the public trail corridor. As such, while the amendment area and future multi-family development would be visible from the South Tahoe Greenway shared-use trail once constructed, the TCAP design standards and adjacent topography and vegetation would ensure that impacts are less than significant.

Environmental Analysis: Visible from future TRPA designated bicycle trail/*No Impact.*

Required Mitigation: **None.**

Figure 5-1 View to Amendment Area from Van Sickle Bi-State Park Entrance



5.4.3-7. Would the Project block or modify an existing view of Lake Tahoe or other scenic vista seen from a public road or other public area? (TRPA 18c)

As discussed above in Questions 5.4.3-1 (CEQA Checklist 1a) one scenic viewshed on US Highway 50 within Roadway Unit 32 faces the amendment area, but the amendment area is not visible from the US Highway 50 scenic viewpoint, the lake or shoreline. As such, neither the amendment or subsequent project would block or modify an existing view of Lake Tahoe or other scenic vista as seen from a public road or recreation area.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.3-8. Would the Project be inconsistent with the height and design standards required by the applicable ordinance, Community Plan, or Area Plan? (TRPA 18d)

The TCAP includes design standards with which the development in the amendment area would be required to comply. Current TRPA and City design standards are reflected in the TCAP and are also applicable. The proposed amendment would not alter the adopted design standards but proposes to change the maximum height for the Recreation parcel from 36 feet (up to three stories) to 56 feet (up to four stories). The project complies with TCAP Design Standards listed in Appendix C of the TCAP.

Pursuant to Chapter 13 of the TRPA Code of Ordinances, the TCAP incorporates the height standards permitted in Table 13.5.3-1: Minimum Development Standards for Area Plans (TRPA Code, page 13-3). Table 13.5.3-1 permits up to a maximum of 56 feet (four stories) in areas designated as Town Centers. The amendment would allow for the maximum 56-foot height allowance of the TCAP TSC-MU on the amended parcel, if the additional height findings can be met. Therefore, the height allowance would remain in compliance with TRPA height limits. All proposed multi-family residential development in the project area would be compliant with the maximum 56-foot height allowance.

As discussed in the Regional Plan Update EIS, there are benefits to increased height and density within Town Centers. This incentivizes redevelopment, and by concentrating development in the Town Center, creating a more compact development pattern to decrease use intensity outside of the area. Combined with the other design standards, and protective measures incorporated into the adopted TCAP Design Standards including the requirement to setback all portions of a structure above 25 feet in height, the visual quality and character of the affected area would be protected; therefore, no significant impact would result from implementing the height standards within the amendment area.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.3-9. Would the Project be inconsistent with the TRPA Scenic Quality Improvement Program (SQIP) or Design Review Guidelines? (TRPA 18e)

The project area is not in a Scenic Resource Area protected and included in the SQIP. Furthermore, the roadway segments located within the TCAP are designated by TRPA as an Urban Scenic Corridor, which recognizes that development can be the dominant visual features provided that the development complements the natural environment.

The evaluation presented above for Questions 5.4.3-1 through 5.4.3-7 (CEQA Checklist 1a through 1d) concludes that redevelopment within the amendment area would be subject to TCAP Design Standards, as well as TRPA and City standards and ordinances. The project would not be inconsistent with TRPA Design Review Guidelines as the TCAP provides substitute development and design standards that supersede the Design Review Guidelines. Therefore, development activity would not result in significant impacts when the design standards and protective measures of the TCAP are implemented.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.3-10. Would the Project include new or modified sources of exterior lighting? (TRPA 7a)

See discussion and analysis for Question 5.4.3-4, which concludes no significant impact.

Environmental Analysis: *No Impact*.

Required Mitigation: **None**.

5.4.3-11. Would the Project create new illumination, which is more substantial than other lighting, if any, within the surrounding area? (TRPA 7b)

See discussions and analysis and for Question 5.4.3-4, which concludes no significant impact.

Environmental Analysis: *No Impact*.

Required Mitigation: **None**.

5.4.3-12. Would the Project cause light from exterior sources to be cast off-site or onto public lands? (TRPA 7c)

See discussions and analysis for Question 5.4.3-4, which concludes no significant impact.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.3-13 Would the Project create new sources of glare through the siting of the improvements or through the use of reflective materials? (TRPA 7d)

See discussion and analysis for Question 5.4.3-4, which concludes no significant impact.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.4 Agriculture and Forestry Resources

This section presents the analyses for potential impacts to agriculture and forestry resources. Some TRPA checklist items concern impacts to vegetation, which are addressed in Section 5.4.6, Biological Resources. Table 5-3 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-3: Agriculture and Forestry Resources

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.4-1. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the CA Resources Agency, to a non-agricultural use? (CEQA IIa)				**X**
5.4.4-2. Conflict with existing zoning for agricultural use, or a Williamson Act contract? (CEQA IIb)				**X**
5.4.4-3. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resource Code section 12220(g), timberland (as defined by Public Resource Code section 4526) or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (CEQA IIc)				**X**
5.4.4-4. Result in the loss of forest land or conversion of forest land to non-forest use? (CEQA IId)				**X**
5.4.4-5. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (CEQA IIe)				**X**

5.4.4-1. Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use? (CEQA IIa)

5.4.4-2. Would the Project conflict with existing zoning for agricultural use, or a Williamson Act contract? (CEQA IIb)

5.4.4-3. Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resource Code section 12220(g), timberland (as defined by Public Resource Code section 4526) or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (CEQA IIc)

5.4.4-4. Would the Project result in the loss of forest land or conversion of forest land to non-forest use? (CEQA IId)

5.4.4-5. Would the Project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (CEQA IIe)

The amendment and project area are not located in an area identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, and therefore pose no impact to such lands.

Public Resources Code section 12220(g) defines forest land as, "land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits." The amendment will rezone part of the project area from recreation to mixed-use. The land on the former Colony Inn site is previously developed and lightly forested. It is not forest land and is zoned in the City General Plan for urban tourist development. Furthermore, the parcel is located in a TCAP Town Center, which is characterized by urban land uses. While the amendment parcel is currently zoned for recreation, no recreation use exists. Therefore, the amendment conflicts with no zoning of and causes no rezoning of forest land, timberland or timberland zoned Timberland Production.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.5 Air Quality

This section presents the analyses for potential impacts to air quality. Table 5-4 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-4: Air Quality

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.5-1. Conflict with or obstruct implementation of the applicable air quality plan? (CEQA IIIa)			**X**	
5.4.5-2. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards? (CEQA IIIb)			**X**	
5.4.5-3. Expose sensitive receptors to substantial pollutant concentrations? (CEQA IIIc)			**X**	
5.4.5-4. Result in other emissions, such as objectionable odors, adversely affecting a substantial number of people? (CEQA IIId)			**X**	
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.5-5. Substantial air pollutant emissions? (TRPA 2a)				**X**
5.4.5-6. Deterioration of ambient (existing) air quality? (TRPA 2b)				**X**
5.4.5-7. Creation of objectionable odors? (TRPA 2c)				**X**

5.4.5-1. Would the Project conflict with or obstruct implementation of the applicable air quality plan? (CEQA IIIa)

The proposed zone change would not alter, revise, conflict or obstruct the regulations pertaining to air quality and proposes no changes to air quality policies. The area surrounding the parcel proposed for rezone is developed, formerly developed, or partially developed. The amendment would rezone a recreation parcel to mixed-use, but because of proposed policies added to Tables 1 and 4, land use and density would be limited so that the number of multi-family units available on the combined parcel (APN 029-441-024) would be less than could be developed on APN 029-441-004 by itself. Therefore, the maximum

development associated with the amendments (15 multi-family residential units) and subsequent Project (proposed at 10 multi-family residential units) would not conflict with implementation of an applicable air quality plan. The amendment parcel is within one-quarter mile of transit, commercial and public service uses, indicating that new development in this area is in the appropriate location to generate the shorter trip lengths and lower vehicle-miles traveled needed to meet the air quality goals of the Regional Plan and City's General Plan.

TRPA's 2020 Regional Transportation Plan (RTP) includes an analysis of its conformity with the California State Implementation Plan to ensure that the RTP remains consistent with State and local air quality planning work to achieve and/or maintain the national ambient air quality standards (NAAQS). The proposed amendment does not propose substantial changes to land use assumptions for mixed-use assigned to the amendment area and the TCAP would continue to promote higher density residential uses within one-quarter mile of transit, commercial, and public service uses, and therefore would not change the conformity determination by state regulators.

The Lake Tahoe Region is in attainment or designated as unclassified for all National Ambient Air Quality Standards (NAAQS) and is designated a nonattainment/transitional area for ozone and nonattainment for the PM10 California ambient air quality standards (CAAQS). New development has the potential to produce air pollutant emissions during project construction and operation, as discussed below.

Short-Term Construction Emissions

Potential future development would involve tree removal, site excavation and foundation work, building construction and related construction emissions. Construction emissions are described as short-term or temporary in duration. Reactive Organic Gases (ROG), Carbon Monoxide (CO) and Nitrogen Oxides (NOx) (ozone precursors) emissions are primarily associated with gas and diesel equipment exhaust and the application of architectural coatings. Fugitive dust emissions (PM10 and PM2.5) are primarily associated with site preparation and vary as a function of such parameters as soil silt content, soil moisture, wind speed, acreage or disturbance area, and vehicle travel by construction vehicles on- and off-site.

As part of the TRPA RPU mitigation to reduce construction-generated emissions, TRPA adopted additional best construction practices policies. In Section 65.1.8.A. (Air Quality/Transportation, Idling Restrictions) of the TRPA Code of Ordinances, a new subsection was added that limits construction vehicle idling time to 15 minutes in Nevada and 5 minutes in California (previous restriction was 30 minutes). In addition to reduced idling time policies, the TRPA Standard Conditions of Approval for Grading Projects (TRPA Permit Attachment Q) and Standard Conditions of Approval for Residential Projects (TRPA Permit Attachment R) includes new construction provisions that call for the use of existing power sources (e.g. power poles) or clean-fuel generators rather than temporary diesel power generators wherever feasible, location of construction staging areas as far as feasible from sensitive air pollution receptors (e.g. schools or hospitals), closure of engine doors during operation except for engine maintenance, location of stationary equipment (e.g. generators or pumps) as far as feasible from noise-sensitive receptors and residential areas, installation of temporary sound barriers for stationary equipment, and use of sonic pile driving instead of impact pile driving, wherever feasible. Best management practices include, but are not limited to, the following, which are also included in TCAP Policy NCR-5.1, which states, "The City shall incorporate measures to reduce construction-generated emissions to the extent feasible on a project-specific basis. Such measures may include, but are not limited to, the following:

- Implement measures recommended by the El Dorado County Air Quality Management District.
- Prohibit open burning of debris from site clearing unless involved with fuels reduction project.
- Utilize low emission construction equipment and/or fuels and use existing power sources (e.g., power poles), wherever feasible.

- Restriction of idling of construction equipment and vehicles.
- Apply water to control dust as needed to prevent dust impacts offsite."

Implementation of these standard TCAP mandated measures will address short-term construction-related emissions for potential buildout on the amendment parcel.

Long-Term Operational Emissions

Future development within the project area has limited potential to affect regional air quality and create localized exposure to CO emissions because the proposed amendments ultimately reduce development potential on the combined parcel by limiting residential density to 4 units per acre. Secondly, the project area is small and supports a small amount of growth compared to the nearby commercial core area and is within a mixed-use area served by transit and bicycle transportation facilities to reduce dependence on individual vehicle trips. Likewise, the range of uses and density that would be allowed within combined parcel project area is the same as the range of uses allowed on the former Colony Inn parcel by itself.

Consistent with the TRPA Regional Plan and the General Plan, the TCAP accommodates potential growth to improve traffic flow and resident mobility to reduce localized traffic congestion and related CO concentrations. As discussed in the 2013 TCAP IS/ND/IEC/FONSE, because the TCAP seeks to implement and is within the scope of what was envisioned in the General Plan and the Regional Plan, it would not result in congestion at intersections that would result in a violation of a CO air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

To ensure that impacts are less than significant, the project is required to pay TRPA air quality mitigation fees for new trips, now calculated as vehicle miles traveled (VMT). Air quality mitigation fees contribute the project's fair share of cost towards the construction or operation of transportation projects in the Regional Transportation Plan that reduce air quality emissions. Therefore, the potential for future emissions is the same with or without the amendment. Using the TRPA Project Assessment online tool, the amendment (that would allow up to 15 multi-family residential units) is calculated to generate no more than 279 VMT and the 10 unit multi-family residential Project is anticipated to generate 186 VMT which means the proposed amendment and any subsequent multi-family residential housing project is screened out from a detailed VMT evaluation. The air quality mitigation fee for the 10 unit Project will be $9,280.66 (based on approximately $49.90 per VMT). At present, the City does not have a jurisdictional VMT tool developed, so they are using the TRPA tool for VMT evaluation.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.5-2. Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (CEQA IIIb)

The amendment if approved, proposes to permit multi-family residential land use within the TCAP recreation district on 1.29 acres formerly identified as APN 029-240-011. However, under the proposed TCAP amendment, specifically the policies for the combined parcel that limit land use to multi-family residential (prohibiting tourist and commercial uses) and density to no more than 4 units per acre, the number of potential residential units would decrease as a result of the amendment. Based on the available

residential density for the portion of the combined parcel located within the Tourist Center Mixed Use zone, up to 62 residential units (2.49 acres times 25 units/acre) could be proposed for a portion of the combined parcel. However, given that the 2.5 acre portion of the combined parcel only contains approximately 1 acre of high capability land, maximum development potential would likely be much lower, perhaps no more than 25 residential units. Consistent with the proposed policies in the amendments, if adopted the amendments would permit no more than 15 multi-family residential units on the combined parcel. The subsequent Project under consideration in this environmental document is proposing 10 multi-family residential units on the 3.79 acre combined parcel that contains approximately 1.67 acres of high capability land. Limits on overall growth in the Region through the TRPA's regional growth management system remain in place, so the overall regional development potential remains the same with and without the proposed amendment. The proposed multi-family development is within one-quarter mile of transit, commercial and public service uses, and will include trails and pedestrian walkways to connect to services, indicating that new development in this area is in the appropriate location to generate the shorter trip lengths and lower vehicle-miles traveled needed to meet the air quality goals of the Regional Plan and City's General Plan.

The Region is designated by the state of California as non-attainment for PM_{10}, as presented in Table 5-5. A significant cumulative impact results if the Project causes a considerable increase in PM_{10}. Given the reduction in potential residential development that would occur with adoption of the proposed TCAP amendments, this impact is considered less than significant.

Table 5-5: Federal and State Attainment Status for the Lake Tahoe Air Basin

Pollutant	CA Status	Federal Status
1-Hour Ozone	Attainment	--
8-Hour Ozone	Attainment	Attainment/Unclassified
PM_{10}	Nonattainment	Attainment/Unclassified
$PM_{2.5}$	Attainment	Attainment/Unclassified
CO	Attainment	Maintenance
NO_2	Attainment	Attainment/Unclassified
SO_2	Attainment	Attainment/Unclassified
All Others	Attainment (Sulfates, Lead)/Unclassified (Hydrogen Sulfide and Visibility Reducing Particles)	--

Source: RB 2019 (https://ww2.arb.ca.gov/resources/documents/maps-state-and-federal-area-designations) and US EPA 2020 (https://www.epa.gov/green-book)

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.5-3. Would the Project expose sensitive receptors to substantial pollutant concentrations? (CEQA IIIc)

Typical sensitive receptors include residences, hospitals, and schools. The area proposed for amendment is currently undeveloped. No new uses are proposed as allowed or special uses under the amendment that are not presently allowed in the project area. As discussed in Questions 5.4.5-1 and 2 above, the potential increase in pollutant concentrations would not be substantial even if the project area was developed at the

highest density (up to 15 multi-family residential units). Please refer to the analysis for Question 5.4.5-1, above.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.5-4. Would the Project result in other emissions, such as objectionable odors, adversely affecting a substantial number of people? (CEQA IIId)

The occurrence and severity of odor effects depend on the nature, frequency, and intensity of the odor source, wind speed and direction, and the presence of sensitive receptors. Offensive odors rarely cause physical harm, but odors can be unpleasant and generate citizen complaints to regulatory agencies and local governments. Typical sensitive receptors include residences, hospitals, and schools. There are no hospitals or schools located within the TCAP; however, residences are within the vicinity of the TCAP amendment parcels.

As a general matter, the types of land use development that pose potential odor problems include wastewater treatment plants, refineries, landfills, composting facilities and transfer stations, none of which are allowed in the TCAP TSC-MU. No such uses currently occupy the amendment area. The land uses in the TCAP TSC-MU are not characteristic of the types of uses that would result in the development of a major source of objectionable odor.

In the short-term, odor impacts occur from the use of diesel engines and asphalt concrete paving during construction. These odors are both temporary and localized, affecting only the area immediately adjacent to the active construction area. Diesel exhaust emissions and asphalt concrete paving odors dissipate rapidly away from the source and cease upon completion of construction activities and would be addressed by the Chapter 65 (Air Quality/Transportation) of the TRPA Code of Ordinances idling restrictions. Implementation of the TCAP amendment does not result in substantial direct or indirect exposure of sensitive receptors to offensive odors.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.5-5. Would the Project result in substantial air pollutant emissions? (TRPA 2a)

See analysis for Question 5.4.5-1.

Environmental Analysis: *No Impact*

Required Mitigation: **None.**

5.4.5-6. Would the Project result in deterioration of ambient (existing) air quality? (TRPA 2b)

See analyses for Question 5.4.5-1, which conclude a less than significant impact.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.5-7. Would the Project result in creation of objectionable odors? (TRPA 2c)

See discussion and analysis for Question 5.4.5-3, which addresses the creation of objectionable odors and concludes a less than significant odor impact to short-term and long-term effects to sensitive receptors.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6 Biological Resources (Stream Environment Zones, Wetlands, Wildlife and Vegetation)

This section presents the analyses for potential impacts to biological resources, including impacts to SEZs, wetlands, wildlife and vegetation. Table 5-6 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-6: Biological Resources

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.6-1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (CEQA IVa)				X
5.4.6-2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (CEQA IVb)				**X**
5.4.6-3. Have a substantial adverse effect on federally protected (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (CEQA IVc)				**X**
5.4.6-4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (CEQA IVd)				**X**
5.4.6-5. Conflict with any local policies or ordinances protecting biological resources, such as tree				**X**

preservation policy or ordinance? (CEQA IVe)				
5.4.6-6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (CEQA IVf)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.6-7. Removal of native vegetation in excess of the area utilized for the actual development permitted by the land capability/IPES system? (TRPA 4a)				**X**
5.4.6-8. Removal of riparian vegetation or other vegetation associated with critical wildlife habitat, either through direct removal or indirect lowering of the groundwater table? (TRPA 4b)				**X**
5.4.6-9. Introduction of new vegetation that will require excessive fertilizer or water, or will provide a barrier to the normal replenishment of existing species? (TRPA 4c)				**X**
5.4.6-10. Change in the diversity or distribution of species, or number of any species of plants (including trees, shrubs, grass, crops, micro flora and aquatic plants)? (TRPA 4d)				**X**
5.4.6-11. Reduction of the numbers of any unique, rare or endangered species of plants? (TRPA 4e)				**X**
5.4.6-12. Removal of streambank and/or backshore vegetation, including woody vegetation such as willows? (TRPA 4f)				**X**
5.4.6-13. Removal of any native live, dead or dying trees 30 inches or greater in diameter at breast height (dbh) within TRPA's Conservation or Recreation land use classifications? (TRPA 4g)				**X**

5.4.6-14. A change in the natural functioning of an old growth ecosystem? (TRPA 4h)				**X**
5.4.6-15. Change in the diversity or distribution of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms, insects, mammals, amphibians or microfauna)? (TRPA 5a)				**X**
5.4.6-16. Reduction of the number of any unique, rare or endangered species of animals? (TRPA 5b)				**X**
5.4.6-17. Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals? (TRPA 5c)				**X**
5.4.6-18. Deterioration of existing fish or wildlife habitat quantity or quality? (TRPA 5d)				**X**

5.4.6-1. Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (CEQA IVa)

The boundary of the proposed amendment area was reviewed against 1) the California Department of Fish and Wildlife's California Natural Diversity Database (CNDDB), and 2) the U.S. Fish and Wildlife Service's online Planning and Conservation System (IPaC) database to identify potential habitat for candidate, sensitive, or special status species.

The IPaC database identified the following species as potentially affected by activities within the project area: Sierra Nevada yellow-legged frog (*Rana sierrae*) (federal endangered) and Lahontan cutthroat trout (*Oncorhynchus clarkii henshawi*) (threatened). Nine migratory birds were also listed in the IPaC database: bald eagle (*Haliaeetus leucocephalus*), Cassin's finch (*Carpodacus cassinii*), golden eagle (*Aquila chrysaetos*), olive-sided flycatcher (*Contopus cooperi),* black-throated gray warbler *(Dendroica nigrescens),* Clark's grebe (*Aechmophorus clarkii*), evening grossbeak (*Coccothraustes vespertinus*), long-eared owl (*asio otus*), and willet (*Tringa semipalmata*). However, suitable habitat for these species is not present, and the database identified no known critical habitat in the project area. The project area was previously developed and about half of the surrounding parcels to the north, south, and west are developed with urban land uses (public service, commercial, park entrance).

The CNDDB database identified the following species within the South Lake Tahoe quadrangle: Sierra Nevada yellow-legged frog (*Rana sierrae*) (state threatened), willow flycatcher (*Empidonax traillii*) (state endangered), Tahoe yellow cress (*Rorippa subumbellata*) (state endangered), and great grey owl *(Strix nebulosa*) (state endangered). Suitable habitat for Tahoe yellow cress is not present in the TCAP amendment area. Sierra Nevada yellow-legged frog and willow flycatcher have not been observed in the

area according to the CNDDB records and do not have suitable habitat within the proposed amendment parcels.

Therefore, implementation of the amendments and development would not result in the reduction in the number of any unique, rare, or endangered species of animals, including waterfowl.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-2. Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (CEQA IVb)

The U.S. Fish and Wildlife Service's IPaC database identifies SEZ riparian habitat within the amendment/project area and TRPA has verified approximately 2.12 acres of land capability district 1b (SEZs) land. However, much of the SEZ located on the former Colony Inn site was previously disturbed/covered and has just recently been restored. The restoration of the SEZ and riparian habitat has been compromised by an incision in the drainage channel which has reduced water runoff to the restored SEZ vegetation. Though unrelated to the proposed amendment or subsequent project, the applicant has plans to work with conservation groups to improve the functionality of the SEZ/riparian portions of the combined parcel. The amendments would rezone a current Recreation parcel to mixed-use, but the subsequent multi-family residential development project proposes no building or development within the mapped SEZ or setbacks on either parcel. All future development would be located within the high capability portions of the project area. Therefore, implementation of the amendments and project would not result in the deterioration of riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-3. Would the Project have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (CEQA IVc)

There are no federally protected wetlands on the two parcels in the amendment or project area.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**

5.4.6-4. Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (CEQA IVd)

The proposed amendment and project would not alter or revise the regulations pertaining to the migration or movement of animals. Due to the prior development of the project area, the area provides poor habitat for wildlife migration or nursery sites. The project is compliant with all federal, state, and TRPA regulations in Chapter 62 and 63 (Wildlife Resources and Fish Resources, respectively) of the TRPA Code of

Ordinances. Therefore, the project will not interfere substantially with the movement of any native resident species.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-5. Would the Project conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance? (CEQA IVe)

The amendment does not alter or conflict with existing local policies or ordinances protecting biological resources. The project is compliant with all federal, state, and TRPA regulations in Chapter 62 and 63 (Wildlife Resources and Fish Resources, respectively) of the TRPA Code of Ordinances.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-6. Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (CEQA IVf)

The proposed amendment and project do not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan because no such plans exist for the project area.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-7. Would the Project result in removal of native vegetation in excess of the area utilized for the actual development permitted by the land capability/IPES system? (TRPA 4a)

The project area includes banked land coverage resulting from the removal and restoration of the former Colony Inn and native vegetation on the back portions of the two parcels. Proposed project development is consistent with all applicable land capability limitations and all land coverage is proposed for high capability lands. Removal of native vegetation is in compliance with land development capabilities.

The proposed amendment would not alter or revise the regulations pertaining to native vegetation protection during construction. Consistent with existing conditions, vegetation surrounding the construction site of a project is required to comply with Section 33.6, Vegetation Protection During Construction, of the TRPA Code of Ordinances. Protective requirements include installation of temporary construction fencing, standards for tree removal and tree protection, standards for soil and vegetation protection, and revegetation of disturbed areas.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-8. Would the Project result in removal of riparian vegetation or other vegetation associated with critical wildlife habitat, either through direct removal or indirect lowering of the groundwater table? (TRPA 4b)

The proposed amendment and project would not alter or revise the regulations pertaining to vegetation removal and groundwater management. Water supply within the area is primarily obtained from groundwater sources through the South Tahoe Public Utility District. Consistent with existing conditions, the project meets TRPA requirements for water supply. TRPA regulations prohibit the approval of any development requiring water unless there is adequate water supply within an existing water right (Section 32.4.1 of the TRPA Code). Additionally, Section 33.3.6 (Excavation Limitations) of the TRPA Code of Ordinances prohibits excavation that intercepts or interferes with groundwater except under specific circumstances and with prior approval by TRPA (Section 33.3.6.A.2). For these reasons, consistent with existing conditions, the project would not directly or indirectly lower the groundwater table.

Further, vegetation removal would be required to comply with existing TRPA, federal, and state regulations, permitting requirements, and environmental review procedures that protect habitat that supports riparian vegetation and critical wildlife. Specifically, wildlife habitats are protected by Sections 61.1.6 (Management Standards for Tree Removal), and Chapter 62 (Wildlife Resources) of the TRPA Code of Ordinances. While the project area contains SEZ habitat, the proposed development conserves this land. The mapped SEZ and any riparian vegetation within the project area will be avoided and further protected via a 10-foot setback.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-9. Would the Project result in introduction of new vegetation that will require excessive fertilizer or water, or will provide a barrier to the normal replenishment of existing species? (TRPA 4c)

The proposed amendment would not alter or revise the regulations pertaining to new vegetation and do not change requirements to comply with the State of California Model Water Efficient Landscape Ordinance.

Consistent with existing conditions, the project is compliant with the TRPA Code provisions (e.g., Section 61.4, Revegetation) and Goals and Policies that prohibit the release of non-native species in the Tahoe Region. Generally, native species require less fertilizer and water than non-native species. Provisions for fertilizer management and preparation of fertilizer management plans that address the type, quantity, and frequency of use of fertilizers are included in Section 60.1.8 of the TRPA Code. The project vegetation plan proposes the use of Quaking Aspen deciduous trees, Incense Cedar and Jeffrey Pine coniferous trees, various deciduous and evergreen shrubs, and various perennial and ornamental grasses. Furthermore, these will be planted in a revegetation mix of soil (Landscape Plan, sheet L2-01).

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-10. Would the Project result in change in the diversity or distribution of species, or number of any species of plants (including trees, shrubs, grass, crops, micro flora and aquatic plants)? (TRPA 4d)

See discussion and analyses in Questions 5.4.6-7 through 5.4.6-9, and 5.4.6-11 through 5.4.6-14.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-11. Would the Project result in reduction of the numbers of any unique, rare or endangered species of plants? (TRPA 4e)

See discussion and analysis for Question 5.4.6-1 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**

5.4.6-12. Would the Project result in removal of streambank and/or backshore vegetation, including woody vegetation such as willows? (TRPA 4f)

The proposed amendment would not alter or revise the regulations pertaining to removal of streambank and backshore vegetation. See discussion and analysis for Question 5.4.6-8 above.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.6-13. Would the Project result in removal of any native live, dead or dying trees 30 inches or greater in diameter at breast height (dbh) within TRPA's Conservation or Recreation land use classifications? (TRPA 4g)

The portion of the project area that is currently zoned for mixed-use would require the removal of 22 trees that are 30 inches or greater in diameter at breast height. The proposed amendment parcel that is currently within the Recreation zone, would require the removal of 3 trees that are 30 inches or greater in diameter at breast height (Temporary BMP Plan sheet C 3.0). The removal of trees larger than 30 inches in diameter within Recreation zones requires findings for the protection of public health or public service use. With adoption of the proposed TCAP amendment to change the Recreation parcel to a mixed-use zone, the removal of any native, live, dead or dying trees would be consistent with Chapter 61, Vegetation and Forest Health, of the TRPA Code of Ordinances.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**

5.4.6-14. Would the Project result in a change in the natural functioning of an old growth ecosystem? (TRPA 4h)

See discussion and analysis for Question 5.4.6-13 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-15. Would the Project result in change in the diversity or distribution of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms, insects, mammals, amphibians or microfauna)? (TRPA 5a)

See discussion and analyses for Questions 5.4.6-1 and 5.4.6-3 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-16. Would the Project result in reduction of the number of any unique, rare or endangered species of animals? (TRPA 5b)

See discussion and analyses for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-17. Would the Project result in introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals? (TRPA 5c)

See discussion and analysis for Question 5.4.6-4 above.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.6-18. Would the Project result in deterioration of existing fish or wildlife habitat quantity or quality? (TRPA 5d)

See discussion and analyses for Questions 5.4.6-1, 2, and 4 above.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.7 Cultural Resources (CEQA) and Archaeological/Historical (TRPA)

This section presents the analyses for potential impacts to cultural, archaeological and historical resources, discussing the Project impacts on cultural resources related to the disturbance of archaeological, historical, architectural, and Native American/traditional heritage resources. The section also addresses disturbance of unknown archaeological resources, as well as paleontological resources (fossils). Table 5-7 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-7: Cultural Resources and Archaeological/Historical

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.7-1. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (CEQA Va)				**X**
5.4.7-2. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (CEQA Vb)				**X**
5.4.7-3. Disturb any human remains, including those interred outside of formal cemeteries? (CEQA Vc)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.7-4. Will the proposal result in an alteration of or adverse physical or aesthetic effect to a significant archaeological or historical site, structure, object or building? (TRPA 20a)				**X**
5.4.7-5. Is the proposed project located on a property with any known cultural, historical, and/or archaeological resources, including resources on TRPA or other regulatory official maps or records? (TRPA 20b)				**X**
5.4.7-6. Is the property associated with any historically significant events and/or sites or persons? (TRPA 20c)				**X**

5.4.7-1. Would the Project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (CEQA Va)

5.4.7-2. Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (CEQA Vb)

5.4.7-3. Would the Project disturb any human remains, including those interred outside of formal cemeteries? (CEQA Vc)

5.4.7-4. Will the Project result in an alteration of or adverse physical or aesthetic effect to a significant archaeological or historical site, structure, object or building? (TRPA 20a)

5.4.7-5. Is the Project located on a property with any known cultural, historical, and/or archaeological resources, including resources on TRPA or other regulatory official maps or records? (TRPA 20b)

5.4.7-6. Is the Project associated with any historically significant events and/or sites or persons? (TRPA 20c)

There are no historical resources evident within the project area, listed on TRPA historic resources lists, or identified in the Natural Resources and Conservation Section of the TCAP (page 3-12). The project area is the site of the former Colony Inn and currently consists of restored SEZ lands and a lightly wooded forest area. The former Colony Inn portion of the project area was subject to a SEZ restoration in 2009. In addition to the lack of any man-modifications, previous development, removal of buildings, and conservation efforts have revealed no archaeological deposits, including those of human remains.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.8 Energy (CEQA/TRPA)

This section presents the analyses for potential impacts to energy. Table 5-8 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-8: Energy

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.8-1. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? (CEQA VIa)				X
5.4.8-2. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? (CEQA VIb)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.8-3. Use of substantial amounts of fuel or energy? (TRPA 15a)				X
5.4.8-4. Substantial increase in demand upon existing sources of energy, or require the development of new sources of energy? (TRPA 15b)				X

5.4.8-1. Would the Project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? (CEQA VIa)

5.4.8-2. Would the Project conflict with or obstruct a state or local plan for renewable energy or energy efficiency? (CEQA VIb)

5.4.8-3. Would the Project use substantial amounts of fuel or energy? (TRPA 15a)

5.4.8-4. Will the Project substantially increase the demand upon existing sources of energy, or require the development of new sources of energy? (TRPA 15b)

The City of South Lake Tahoe has committed to a goal of 100 percent renewable energy by 2032 and is working with the local electricity provider to reach that goal and invest in greater renewable energy sources. The City Code includes requirements for water conservation devices in new or replacement facilities and

requires energy efficient outdoor lighting, which conserves energy consumption and are incorporated into the Development and Design Standards of the TCAP Amendment (TCAP Appendix C). The City has also adopted the 2016 California Energy Code within the City's building regulations, and has a Green Building Program with recommended energy efficiency measures for residential projects. TRPA Regional Plan Land Use Element AQ-1.5 encourages the construction of energy efficient buildings, replacement of energy inefficient buildings, and improvements to the efficiency of existing buildings.

Development permitted within the parameters of the proposed TCAP amendments and subsequent project would comply with energy efficiency goals and policies of the Regional Plan, City Code, and TCAP Design Standards. While any new construction would require electric and natural gas service as part of the basic services (Chapter 32, Basic Services of the TRPA Code of Ordinances) the entire area within the TCAP amendment area is currently served by existing electric and gas infrastructure. The utility companies project that, based on their forecasting and recent growth trends, the available capacity would far exceed the demand generated at build-out of the Regional Plan (TRPA 2012a, page 3.13-20); therefore, demand created by the project would not exceed available capacity, or require the development of new sources of energy.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.9 Geology and Soils (CEQA) and Land (TRPA)

This section presents the analyses for potential impacts to geology, soils, and land. Table 5-9 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-9: Geology and Soils and Land

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.9-1. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42? ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides? (CEQA VIIa)			**X**	
5.4.9-2. Result in substantial soil erosion or the loss of topsoil? (CEQA VIIb)			**X**	
5.4.9-3. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (CEQA VIIc)			**X**	
5.4.9-4. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (CEQA VIId)			**X**	

5.4.9-5. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (CEQA VIIe)				**X**
5.4.9-6. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (CEQA VIIf)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.9-7. Compaction or covering of the soil beyond the limits allowed in the land capability or Individual Parcel Evaluation System (IPES)? (TRPA 1a)				**X**
5.4.9-8. A change in the topography or ground surface relief features of site inconsistent with the natural surrounding conditions? (TRPA 1b)				**X**
5.4.9-9. Unstable soil conditions during or after completion of the proposal? (TRPA 1c)				**X**
5.4.9-10. Changes in the undisturbed soil or native geologic substructures or grading in excess of 5 feet? (TRPA 1d)				**X**
5.4.9-11. The continuation of or increase in wind or water erosion of soils, either on or off the site? (TRPA 1e)				**X**
5.4.9-12. Changes in deposition or erosion of beach sand, or changes in siltation, deposition or erosion, including natural littoral processes, which may modify the channel of a river or stream or the bed of a lake? (TRPA 1f)				**X**
5.4.9-13. Exposure of people or property to geologic hazards such as earthquakes, landslides, backshore erosion, avalanches, mud slides, ground failure, or similar hazards? (TRPA 1g)				**X**

5.4.9-1. Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

5.4.9-1.i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42? (CEQA VIIa).

5.4.9-1.ii) Strong seismic ground shaking?

5.4.9-1.iii) Seismic-related ground failure, including liquefaction?

5.4.9-1.iv) Landslides?

5.4.9-2. Would the Project result in substantial soil erosion or the loss of topsoil? (CEQA VIIb)

5.4.9-3. Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (CEQA VIIc)

Based on the Division of Mines and Geology Special Publication 42 and the Index to Official Maps of Earthquake Fault Zones (Hart and Bryant 1997), the project area is not located in the Alquist-Priolo Earthquake Fault Zone. There are four known faults that run through the City. One of these is located in the TCAP in the general vicinity of Ski Run Boulevard. These are approximately located fault traces, some associated with the Tahoe Valley Fault Zone, and are not known to be active. The relatively minor and inactive faults have shown no history of fault ruptures and do not meet the criteria for building restrictions under the Alquist-Priolo Earthquake Fault Zone Act. The risk of fault rapture is considered relatively low (CSLT 2011, pages 4.8-13 and 4.8-28).

According to the California Building Code (CBC), the amendment area is located in Seismic Zone D, a region of relatively high seismicity, and has the potential to experience strong ground shaking from earthquakes. As such, all structures are designed to meet the regulations and standards associated with Zone D hazards as set forth in the CBC. Compliance with these existing regulations ensures that all new or redeveloped structures would be capable of withstanding anticipated ground shaking in the Region and would not create significant public safety risks or property damage in the event of an earthquake.

The City has adopted California Building Code within Title 6 of the City Code. All structures associated with development in the amendment area would be designed and constructed in accordance with design requirements of the Seismic Zone D which would minimize risks associated with seismic ground shaking and seismic related ground failure. The risk of fault rupture and ground shaking is a less than significant impact.

The potential for seismic-related ground shaking in the Region could also contribute to public safety risks and property damage associated with ground failure including liquefaction, lateral spreading, collapse, and settlement. Relatively high ground water levels in the area can contribute to the potential for ground failure, particularly during excavation and construction of below-grade structures (CSLT 2011, page 4.8-29). Hazards associated with seismic-related ground failure are regulated by the California Building Standards Code adopted by the City in Title 6 of the City's Code to ensure that structures are properly designed and constructed to withstand anticipated ground failure. The risk of injury or property damage from strong ground shaking or resulting ground failure would not increase as a result of the proposed boundary amendment and this is a less than significant impact.

The varied topography within the Lake Tahoe Region makes many areas susceptible to landslide hazards. The main hazards are associated with rock falls on steep slopes of massive granite and erosion of decomposed granite on both gentle and steep slopes. The amendment area includes gentle slopes of 10 percent or less. The TRPA Land Use Element Natural Hazards Subelement, Goal 1, Policy 1 of the TRPA Regional Plan restricts construction, reconstruction, or replacement of structures in identified avalanche or mass instability hazard areas. There is little risk of exposing people or structures to potential landslides in the amendment area and it is a less than a significant impact.

According to the California Geological Survey (CGS), the project area is not in any known fault, liquefaction, or landslide zones. The Project site is relatively flat, and development does not propose substantial excavation or fill slopes. A BMP plan includes measures to protect disturbed soils and adjacent drainage facilities during construction.

Environmental Analysis*: Less than Significant Impact*.

Required Mitigation: **None**.

5.4.9-4. Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (CEQA VIId)

According to the Swelling Clays Map of The Coterminous United States, the Tahoe Basin Region falls within an area that is underlain with little to no clays with swelling potential (USGS 1989). However, soil units mapped within the Tahoe Basin Region contain soils with low to high shrink/swell potential (NRCS 2007).

Proposed project development is on a very slight slope (0-5%) and will not be significantly graded. The project includes 1.5 acres of grading and clearing. A Stormwater Pollution Prevention Plan is required as well as a valid State Waste Discharge Identification Number prior to any soil disturbance. The project is compliant with TRPA Code of Ordinances Section 33.4, Special Information Reports and Plans and City Code Chapter 7.20, and used the code to determine the design, grading, and construction practices required to avoid or reduce geologic hazards including those associated with unstable, expansive soils and slope failure. Adherence to existing regulations would ensure impacts would be less than significant.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None**.

5.4.9-5. Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (CEQA VIIe)

The Porter-Cologne Water Quality Act requires all sewage and wastewater to be disposed of outside the Lake Tahoe Basin. Therefore, use of septic tanks or alternative wastewater disposal are prohibited in the Lake Tahoe Region.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.9-6. Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (CEQA VIIf)

It is possible but unlikely that unknown paleontological resources may be located in the area. Paleontological remains are found in sedimentary rock formations. El Dorado County's geology is predominantly igneous (volcanic) in nature, and the type of sedimentary deposits where such remains might be present, are virtually nonexistent (GP DEIR, page 5.13-1). As stated in the 2013 IS/IEC for the TCAP and the City's General Plan EIR, "A search of the University of California Museum of Paleontology collections database identified 22 paleontological resource finds in El Dorado County; however, none were identified in the City of South Lake Tahoe" (CSLT 2011 and CSLT 2013). Furthermore, previous disturbances in the project area make it even less likely that any paleontological resource would be discovered. To ensure the protection of paleontological resources that may be discovered during construction, the City adopted General Plan Policy NCR-4.4 that requires a paleontological resource evaluation be prepared and measures to mitigate impacts to paleontological resources be identified when fossils are discovered during ground-disturbing activities (CSLT 2011b, page NCR-7).

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-7. Would the Project result in compaction or covering of the soil beyond the limits allowed in the land capability or Individual Parcel Evaluation System (IPES)? (TRPA 1a)

This potential impact was previously analyzed as part of the TRPA Regional Plan Update, and therefore this analysis incorporates by reference the RPU EIS. The amendment would not alter or revise the regulations pertaining to land capability and IPES. The land coverage limitations of the adopted Regional Plan (Chapter 30 of the TRPA Code) and existing TCAP, which allows up to 70 percent land coverage on high capability lands (Class 4 through 7), and limit development to 1 percent land coverage on Class 1b land, remain in effect. Since the amendment area contains Class 5/7 and 1b lands and is located further than 300 feet from Lake Tahoe, maximum land coverage limits shall be 70 percent of high capability lands within the amendment area. The potential effects of these changes were analyzed in the RPU EIS (TRPA 2012, page 3.7-40) and were found to be less than significant.

> *"The additional coverage allowed in higher capability lands within Town Centers, the Regional Center, and the High Density Tourist District would be directly offset by coverage transferred from sensitive land or more than offset on an acre-by-acre basis by transfers from higher capability land, resulting in an overall reduction in coverage for the Region and, importantly, reduction in coverage from SEZs and other sensitive lands."*

The amendment does not propose an alternative comprehensive land coverage management system as defined in Section 13.5.3B of the TRPA Code of Ordinances. As such, the amendments have no affect on land capability or land coverage within the amendment area.

Development projects in the amendment area are subject to permitting by the City and/or TRPA and Project plans demonstrate that proposed compaction and land coverage are within the limits allowed in Chapters 30 and 53 of the Code. Land coverage calculations prepared for the Project (Coverage Plan, sheet L0-03 dated 10/15/21) demonstrate that proposed land coverage would total 23,615 square feet in Class 5 lands and 14,008 square feet in Class 7 lands, for a total of 37,623 square feet. No land coverage is proposed on the Class 1b lands. Using the Bailey land capability system limits, allowable land coverage for Class 5 would be 11,563 square feet (25 percent) and 7,980 square feet for Class 7 (30 percent). Based on the Project's location within the TCAP, maximum allowable land coverage would equal 50,998 square feet (70 percent of high capability lands). Based on the location of the former Colony Inn (former APN 029-441-

004) within the amendment area (APN 029-441-024), there is banked land coverage available for the Project to utilize. Banked land coverage includes 32,247 square feet within Class 1b lands and 32,563 square feet within Class 5 lands. The Project proposes to utilize all 32,563 square feet of banked Class 5 land coverage for the proposed Class 5 and 7 land coverage, and 5,060 square feet of the banked Class 1b land coverage for the proposed Class 7 land coverage.

The banking of land capability Class 1b (SEZ) land coverage involved restoration on the former Colony Inn parcel (former APN 029-441-004) and not the recreation zoned parcel (former APN 029-240-011). When the Colony Inn was torn down, 104 TAUs and 1 RUU were banked on the site. Of the 104 TAUs, 84 were banked in Class 1b (SEZ) lands and 20 were banked in Class 5 lands. The previous owner completed the Class 1b restoration to obtain bonus development rights for transferring the banked units of use out of the SEZ (a one to one match). The Class 1b land was restored pursuant to a plan approved by both TRPA and Lahontan. Several years of monitoring occurred and the restoration passed final TRPA inspection on October 16, 2015 (TRPA File No. ERSP2009-3560). TRPA released the restoration project security on November 20, 2015. Unfortunately, erosion and other activities that occurred in years following the successful restoration have caused an incision in the restored Class 1b area such that water is no longer retained and leaves the site. The functioning of the restored SEZ has suffered as a result. However, neither the proposed amendment nor subsequent multi-family residential project application will have an impact on Class 1b (SEZ) lands located within the combined parcel (APN 029-441-024). The banked Class 1b land coverage is available for use on the higher capability lands within the amendment area.

Because the Project exceeds allowable land coverage limits outlined in the Bailey Land Capability System, excess land coverage mitigation is required as outlined in TRPA Code Chapter 30. Excess land coverage mitigation is calculated as follows:

> 64,810 square feet of banked land coverage on former APN 029-441-004 compared to 20,465 square feet of allowable land coverage for the combined parcel used for the Project Area (12,189 square feet of allowable land coverage on former APN 029-441-004 and 8,276 square feet of allowable land coverage on former APN 029-240-011) equals 44,345 square feet of excess land coverage. The excess land coverage mitigation shall be accomplished by one of the following options:
>
> Option 1: [(Construction cost estimate x .350)/8] x $8.50 = required excess land coverage mitigation fee
>
> ($527,016.33 X .350)/8 X $8.50 = $195,984
>
> or
>
> Option 2: [(Construction cost estimate x .350)/8] = required excess land coverage reduction (permanent retirement of Class 1b banked land coverage)
>
> ($527,016.33 X .350)/8 = 23,057 square feet retired

Based upon the collection of TRPA mandated excess land coverage mitigation fees or permanent retirement of banked land coverage, no impact occurs.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.9-8. Will the Project result in a change in the topography or ground surface relief features of site inconsistent with the natural surrounding conditions? (TRPA 1b)

The proposed amendments would not alter or revise the regulations pertaining to grading. Consistent with existing requirements, grading and construction activities would be required to comply with the provisions of Chapter 33, "Grading and Construction," of the TRPA Code and Chapter 7.20 of the City Code. Chapter 33 includes specific provisions for timing of grading, winterization of construction sites, specifications for cut and fills areas, protection of vegetation during construction, and preparation of a Slope Stabilization Plan for projects at the request of TRPA. The City Code (Chapter 7.20) requires all projects to implement temporary best management practices (BMPs) in accordance with the *Handbook of Best Management Practices*. The BMPs must be maintained throughout the construction period until winterization and installation of permanent BMPS occurs at construction finalization.

The Project site is relatively flat, and development does not propose substantial excavation or fill slopes.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.9-9. Will the Project result in unstable soil conditions during or after completion of the proposal? (TRPA 1c)

The amendment would not alter or revise the regulations pertaining to BMPs for soil erosion. Consistent with existing requirements, soil disturbance associated with the project in the amendment area would be required to comply with Chapters 33 (Grading and Construction) and 60 through 68 (Various Resource Management Chapters) of the TRPA Code of Ordinances and Chapter 7.20 of the City Code. The Project site is relatively flat, and development does not propose substantial excavation or fill slopes. A BMP plan includes measures to protect disturbed soils and adjacent drainage facilities during construction. See discussion under Question 5.4.9-8 above.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.9-10. Will the Project result in changes in the undisturbed soil or native geologic substructures or grading in excess of 5 feet? (TRPA 1d)

The amendment does not alter or revise the regulations pertaining to grading, excavation, and new disturbance. The project is compliant with the provisions of Chapter 30 (Land Coverage) of the TRPA Code of Ordinances and Chapter 7.20 of the City Code regarding permanent disturbance and Section 33.3.6 of the TRPA Code regarding protection of subsurface groundwater. The Evaluation of Seasonal High Groundwater (Welsh Hagen Associates) reports that soil mottling indicative of the seasonal high groundwater level was encountered at a depth of 8 feet to the depth explored, 9 feet. No groundwater was encountered to the depth explored of 9 feet. Excavation depths for buildings and other physical project facilities will not exceed 5 feet and therefore no groundwater interception will occur.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-11. Will the Project result in the continuation of or increase in wind or water erosion of soils, either on or off the site? (TRPA 1e)

See discussion and analysis for Question 5.4.9-8 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-12. Will the Project result in changes in deposition or erosion of beach sand, or changes in siltation, deposition or erosion, including natural littoral processes, which may modify the channel of a river or stream or the bed of a lake? (TRPA 1f)

The project area includes mapped SEZ lands, but no SEZ disturbance because project development conserves these lands. The project area does not include any beaches, river or stream channels or lakes.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-13. Will the Project result in exposure of people or property to geologic hazards such as earthquakes, landslides, backshore erosion, avalanches, mudslides, ground failure, or similar hazards? (TRPA 1g)

This potential effect is the same as those analyzed in the TRPA Regional Plan Update, and therefore this analysis incorporates by reference the RPU EIS.

The amendment would not alter or revise the regulations pertaining to geologic hazards. Chapter 35, Natural Hazard Standards, of the TRPA Code includes provisions addressing avalanche, floodplains, and wildfire and Chapter 6.15 of the City Code, addresses CBC and IBC building standards that include protections for persons and property from seismic and geologic hazards. The Project is required to meet applicable building codes and standards and has undergone site-specific geotechnical analysis as specified by Section 33.4 (Special Information Reports and Plans) of the TRPA Code of Ordinances and Chapter 7.20 of the City Code. As such, the Project would not expose people or property to geologic hazards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.10 Greenhouse Gas Emissions (CEQA) and Air Quality (TRPA)

This section presents the analyses for potential impacts to greenhouse gas (GHG) emissions. Table 5-10 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-10: Greenhouse Gas Emissions and Air Quality

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.10-1. Greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (CEQA VIIIa)			**X**	
5.4.10-2. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (CEQA VIIIb)			**X**	
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.10-3. Alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally? (TRPA 2d)				**X**
5.4.10-4. Increased use of diesel fuel? (TRPA 2e)				**X**

5.4.10-1. Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (CEQA VIIIa)

Because implementation of the Regional Plan, General Plan, and existing TCAP policies would not change under the amendment, and because the allowable land-uses and associated densities that would be allowed in the amendment area would generate VMT within TRPA Thresholds, the proposed multi-family residential development that is requested subsequent to approval of the proposed amendments would not result in a measurable increase in predicted Regional Plan GHG emissions. Using TRPA's online VMT calculation tool for the potential buildout for 15 multi-family residential units (the maximum density allowed by the proposed amendment), VMT is estimated to equal 279. As such, the level of VMT generation associated with the amendments would be screened out from further analysis under TRPA's 2021 project impact assessment and air quality mitigation fee framework (e.g., less than 1,300 VMT for projects within a Town Center).

Given the proposed TCAP amendment policy language that would limit land use to multi-family residential uses and cap multi-family residential density to no more than 4 units per acre within the combined parcels

described in Section 2.1, implementation of the proposed zoning amendment and subsequent project approval would result in a reduction in potential TCAP development density. Therefore, the proposed TCAP amendments would not result in a measurable increase in greenhouse gas emissions compared to existing TCAP zoning. Thus, this impact is considered less than significant.

Environmental Analysis*: Less than Significant Impact.*

Required Mitigation: **None.**

5.4.10-2. Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (CEQA VIIIb)

The amendment and project do not alter adopted TCAP policies regarding GHG, and the existing TCAP is consistent with applicable plans, policies and regulations adopted in the TRPA Regional Plan, Sustainable Communities Strategy, and City General Plan to reduce emissions of greenhouse gases. As discussed in Question 5.4.10-1 above, the City and TRPA would continue to implement existing practices described in Mitigation Measure 3.5-1 of the RPU EIS, General Plan Policy NCR-5.10, and TCAP Policy NCR-5.1 which includes developing GHG reduction measures on a project-specific basis within the TCAP. The TCAP would continue to implement policies of the TRPA Regional Plan which calls for concentrating development in town centers in a pedestrian- and transit-oriented environment that focuses on enhancing non-auto modes such as walking, biking, and transit as a strategy to reduce greenhouse gas emissions.

Environmental Analysis*: Less than Significant Impact.*

Required Mitigation: **None.**

5.4.10-3. Would the Project result in alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally? (TRPA 2d)

As discussed in Question 5.4.10-1 above, the Project would not result in any adverse alteration of air movement, moisture or temperature or change in climate.

Since the TCAP amendment does not alter existing policies related to GHG emissions, and the existing policies and regulations addressing GHG emissions such as those in the Regional Transportation Plan/Sustainable Communities Strategy and City General Plan would remain in effect, the potential to increase GHG emissions as a result of the TCAP amendment is insignificant. The existing measures adopted by the TRPA, City, and EDCAQMD would remain applicable and no new impact would occur.

Environmental Analysis*: No Impact.*

Required Mitigation: **None.**

5.4.10-4. Would the Project result in increased use of diesel fuel? (TRPA 2e)

Project construction requires the use of diesel fuel for the operation of construction equipment. From an air quality perspective, one of the primary concerns related to diesel fuel consumption is the resultant exposure of sensitive receptors to emissions of toxic air contaminants (TACs) that can occur during both the construction and operational phases of a project. The Project would not include the construction or operation of any major sources of TAC emissions such as power-generating plants or other heavy industrial uses.

The construction of multi-family residential units within the amendment area could result in short-term increase in the use of diesel fuel and associated short-term diesel exhaust emissions, including diesel particulate matter (PM), from the use of off-road diesel equipment required for site grading and excavation, paving, and other construction activities. However, the proposed multi-family residential units would be limited to no more than 4 units per acre, a lower density than currently allowed on mixed-use parcels. Therefore, the overall exposure of sensitive receptors to TACs or potential for exposure would not increase as a result of the amendments and project.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.11 Hazards and Hazardous Materials (CEQA) and Risk of Upset and Human Health (TRPA)

This section presents the analyses for potential impacts to hazards and hazardous materials and risk of upset and human health. Table 5-11 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-11: Hazards and Hazardous Materials and Risk of Upset and Human Health

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.11-1. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (CEQA IXa)			**X**	
5.4.11-2. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (CEQA IXb)			**X**	
5.4.11-3. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (CEQA IXc)			**X**	
5.4.11-4. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (CEQA IXd)				**X**
5.4.11-5. For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? (CEQA IXe)			**X**	

5.4.11-6. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (CEQA VIIIf)				**X**
5.4.11-7. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? (CEQA IXg)			**X**	
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.11-8. Involve a risk of an explosion or the release of hazardous substances including, but not limited to, oil, pesticides, chemicals, or radiation in the event of an accident or upset conditions? (TRPA 10a)				**X**
5.4.11-9. Involve possible interference with an emergency evacuation plan? (TRPA 10b)				**X**
5.4.11-10. Creation of any health hazard or potential health hazard (excluding mental health)? (TRPA 17a)				**X**
5.4.11-11. Exposure of people to potential health hazards? (TRPA 17b)				**X**

5.4.11-1. Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (CEQA IXa)

Development as a result of implementation of the proposed zoning amendments would be limited to residential uses, resulting in little to no potential for increasing the transport, storage, use and/or disposal of hazardous materials as a result of normal construction and operation of land uses and improvement. However, all development would be required to adhere to federal, state, and local regulations regarding the handling, transportation, and disposal of hazardous materials.

Construction would involve the storage, use, and transport of hazardous materials typical of construction and operation of multi-family residential land uses projects. Commonly used hazardous materials expected to be used during construction and operation of the Project include asphalt, gasoline, diesel, lubricants, paints, and solvents. CHP and Caltrans regulate transportation of hazardous materials on area roadways, and the use of these materials is regulated by the DTSC as outlined in CCR 22.

The Project Applicant, builders, contractors, business owners, and others would be required to use, store, and transport hazardous materials in compliance with local, State, and federal regulations during construction and operation. Compliance with mandatory State and federal standards for the transport and use of hazardous materials will reduce potential hazardous materials impacts to less than significant.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None**.

5.4.11-2. Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (CEQA IXb)

Construction would involve the storage, use, and transport of hazardous materials typical of construction and operation of multi-family residential land uses projects. Policy HS-6.2 requires that all construction activity cease if contamination is discovered on construction projects. Remediation is required to the satisfaction of the appropriate responsible agency (i.e., El Dorado County Department of Environmental Management, Lahontan Regional Water Quality Control Board, Department of Toxic Substances Control, or the City of South Lake Tahoe) (CSLT 2011b, page HS-7). All development is required to implement and is consistent with regional, federal, state, and local regulations regarding the release of hazardous materials into the environment due to reasonably foreseeable upset and accident conditions. Therefore, this impact would be less than significant.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None**.

5.4.11-3. Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (CEQA IXc)

The nearest school is Bijou Community School, located approximately 1.8 miles from the amendment and project area. The use, storage, and transport of hazardous materials are required to be in compliance with local, state, and federal regulations during project construction and operation. Facilities that use hazardous materials are required to obtain permits and comply with appropriate regulatory agency standards and the discovery of contamination requires construction sites to cease operations. Since all development in the amendment area is required to comply with regional, federal, state, and local regulations addressing safety from hazards, including hazardous materials, the impacts of this impact are anticipated to be less than significant impact.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None**.

5.4.11-4. Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (CEQA IXd)

No hazardous waste facilities or contaminated sites are identified within the amendment area (EnviroStor and GeoTracker, 2019).

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.11-5. For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the project area? (CEQA IXe)

The TCAP and project area is located within the City's Airport Comprehensive Land Use Overlay district overflight notification area, which requires notification to residential land uses. Although the amendment area is not restricted by policies affecting the development of projects within Airport noise contours, safety zones, or airspace surfaces, the subject parcels are subject to ALUCP Policy OP-2 – Overflight Notification (ALUCP September 2019). While there is a requirement for residential notification based on the project's location within the airport influence area, it is located outside of regulatory restricted area and therefore has a less than significant impact on public safety in the vicinity of a public-use airport or FAA safety regulations.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.11-6. Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (CEQA IXf)

The City is responsible for emergency operations within the city limits, which includes the amendment and project area. The City's Natural Hazard Mitigation Plan was approved by the Federal Emergency Management Agency (FEMA) and included as a local appendix to the El Dorado County Natural Hazard Mitigation Plan. This plan provides guidance for the development of pre-mitigation and post- mitigation recovery for disasters in all hazard classification. Title 1 of the City Code addresses plans for the protection of persons and property within the City in the event of an emergency and the coordination of the emergency functions of the City with all other public agencies, corporations, organizations, and affected private persons. The City's Disaster Council is responsible for reviewing and recommending emergency operation plans for adoption by the City Council, and is also responsible for the review and potential amendments to the Emergency Management Plan. Moreover, the City's adopted General Plan policies in the Health and Safety Element include: Policy HS-1.1 requires the City to periodically review and update the City's Local Emergency Operations Plan; Policy HS-1.3 requires the City to maintain a reverse 911 system; and HS- 1.4 requires the City to identify pre-planned areas for disaster staging and evacuations (CSLT 2011b, page HS-2).

Neither the amendment nor project would alter or revise the existing regulations or amend the City's Local Emergency Operations Plan or Emergency Management Plan. The amendment and project would not impair the implementation of or physically interfere with the City Natural Hazard Management Plan or Emergency Management Plan and therefore results in no impact.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.11-7. Would the Project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? (CEQA IXg)

The portion of the project area (former Colony Inn site) was previously developed but has since been restored. Development previously located within the SEZ has been removed and the site partially restored to pre-development conditions. Land coverage that was removed and restored has been banked. There are trees located within the project area, as the majority of the area is undeveloped, and the area is in close

proximity to a fire station. The amendment would not increase the risk of exposing people and structures to hazards involving wildland fires in wildland-urban interface areas. Because the amendment area is within a very high wildfire severity zone, planned development on the site will be consistent with and implement state (e.g., Title 24 California Code of Regulations, California Building Code, Part 2, Chapter 7A), regional, and local regulations designed to reduce the risk of wildfire. All new structures are required to comply with the California Fire Code, which establishes minimum standards for materials and material assemblies to provide a reasonable level of exterior wildfire exposure protection for buildings in wildland-urban interface areas. Chapter 5.05 of the City Code, which is currently applicable to the project area, contains fire regulations adopted to safeguard life and property from fire and explosion hazards. City General Plan policies require the use of fire resistant materials, installation and maintenance of defensible space, and meeting fire flow requirements in new or rehabilitated structures. Implementation of these policies, in conjunction with the existing California Fire Code and City Code requirements would reduce impacts associated with wildland fires to a less than significant level.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None**.

5.4.11-8. Will the Project involve a risk of an explosion or the release of hazardous substances including, but not limited to, oil, pesticides, chemicals, or radiation in the event of an accident or upset conditions? (TRPA 10a)

Construction activities could involve the storage, use, and transport of hazardous materials. However, use of hazardous materials would be typical of urban development projects in the Tahoe Region and would occur in compliance with all local, state, and federal regulations. Further, the types of uses that would be permissible within the area (residential) are not of the nature that would involve storage, use, and transport of large quantities of hazardous substances that would increase the risk of incident. Therefore, the amendments would not result in a risk of explosion or the release of hazardous substances.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.11-9. Will the Project involve possible interference with an emergency evacuation plan? (TRPA 10b)

See discussion and analysis for Question 5.4.11-6 above that concludes that implementation of the proposed amendments will not impact existing emergency evacuation plans.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.11-10. Will the Project result in creation of any health hazard or potential health hazard (excluding mental health)? (TRPA 17a)

See discussions and analyses for Questions 5.4.11-1 through 5.4.11-4 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.11-11. Will the Project result in exposure of people to potential health hazards? (TRPA 17b)

See discussions and analyses for Questions 5.4.11-1 through 5.4.11-4 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12 Hydrology and Water Quality

This section presents the analyses for potential impacts to hydrology and water quality. Table 5-12 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-12: Hydrology and Water Quality

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.12-1. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality? (CEQA Xa)				**X**
5.4.12-2. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? (CEQA Xb)				**X**
5.4.12-3. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would i) Result in substantial erosion or siltation on- or off-site; ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or iv) Impede or redirect flood flows? (CEQA Xc)			**X**	
5.4.12-4. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? (CEQA Xd)			**X**	

5.4.12-5. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? (CEQA Xe)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.12-6. Changes in currents, or the course or direction of water movements? (TRPA 3a)				**X**
5.4.12-7. Changes in absorption rates, drainage patterns, or the rate and amount of surface water runoff so that a 20 yr. 1 hr. storm runoff (approximately 1 inch per hour) cannot be contained on the site? (TRPA 3b)				**X**
5.4.12-8. Alterations to the course or flow of 100-year flood waters? (TRPA 3c)				**X**
5.4.12-9. Change in the amount of surface water in any water body? (TRPA 3d)				**X**
5.4.12-10. Discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity? (TRPA 3e)				**X**
5.4.12-11. Alteration of the direction or rate of flow of ground water? (TRPA 3f)				**X**
5.4.12-12. Change in the quantity of groundwater, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations? (TRPA 3g)				**X**
5.4.12-13. Substantial reduction in the amount of water otherwise available for public water supplies? (TRPA 3h)				**X**
5.4.12-14. Exposure of people or property to water related hazards such as flooding and/or wave action from 100-year storm occurrence or seiches? (TRPA 3i)				**X**
5.4.12-15. The potential discharge of contaminants to the				**X**

groundwater or any alteration of groundwater quality? (TRPA 3j)				
5.4.12-16. Is the Project located within 600 feet of a drinking water source? (TRPA 3k)				**X**

5.4.12-1. Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality? (CEQA Xa)

The proposed boundary amendment would not alter or revise the regulations pertaining to discharge into groundwater or surface waters and groundwater and surface water quality applicable to the amendment area. Chapter 60 of the TRPA Code of Ordinances (Water Quality) includes standards for discharge limits to surface and ground waters. Chapter 7.15 of the City Code regulates urban runoff and stormwater quality.

The amendment does not alter these requirements and no change in the application of these requirements and standards would occur. Since all existing state and local protections for surface water would remain in place and would not be altered by the amendment, and water quality BMPs (in accordance with Chapter 60 of the TRPA Code) would continue to be required for all development, the amendments would not result in adverse discharges to surface waters or alteration of surface water quality.

All development and infrastructure improvements within the amendment area would be required to meet the discharge standards of the Lahontan Regional Water Control Board. Projects that would create more than one acre of disturbance are required to prepare a Storm Water Pollution Prevention Plan (SWPPP). The Project has been designed to meet the discharge standards of the Lahontan Regional Water Quality Control Board (collect and treat the 20 year, 1 hour storm event) and applicable stormwater discharge permits (Overall Site Grading Plan, sheet C 5.0). The Project does not propose facilities to withdraw groundwater, nor does it propose underground facilities that would intercept an aquifer. The Project includes stormwater treatment facilities that are designed to collect and infiltrate stormwater runoff from paved parking, buildings and other hardscape areas. The proposed stormwater treatment plan will be reviewed during the TRPA and the Lahontan Regional Water Quality Control Board permitting process to ensure that collected runoff does not result in an adverse change to groundwater levels or groundwater quality.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-2. Would the Project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? (CEQA Xb)

The implementation of the amendment and project would not increase development density that would significantly deplete groundwater or interfere with recharge. Because TRPA Code of Ordinances Section 32.4 (Water Service) requires demonstration of adequate available water supply within an existing water right prior to permit approval, implementation of the amendment would not result in a substantial reduction in the amount of surface water or the water available for public water supplies.

Environmental Analysis: *No Impact*.

Required Mitigation: **None**.

5.4.12-3. Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would (CEQA Xc):

5.4.12-3.i) Result in substantial erosion or siltation on- or off-site?

The proposed rezoning amendment and residential development project would not alter or revise the regulations pertaining to the course or direction of water movements. Project stormwater treatment plans are documented on project design sheet C 5.0 and treat the contributing drainage areas including building/roofs, roadways and parking lots. Treatment is proposed for storm water management throughout the project with infiltration trenches for collection of building runoff. Inlets are distributed throughout the site as a Best Management Practice (BMP) to collect stormwater runoff from paved driveway/parking lot areas. Stormwater is routed to the treatment vault in the western corner of the project area that is designed to capture a minimum of the 20-year, 1 hour storm runoff event.

Environmental Analysis: *Less than Significant Impact*.

Required Mitigation: **None.**

5.4.12-3.ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

See discussions and analyses for Question 5.4.12-3.i.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.12-3.iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

See discussions and analyses for Question 5.4.12-3.i.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.12-3.iv) Impede or redirect flood flows?

The proposed amendment would not alter or revise the regulations pertaining to floodplains in Section 35.4 of the TRPA Code of Ordinances (Floodplains) or Chapter 6.65 of the City Code. The amendment area is not located within the FEMA-mapped flood hazard area (FIRM Map 06017C0380F dated April 3, 2012).

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-4. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation? (CEQA Xd)

The proposed boundary amendments would not alter or revise the regulations pertaining to water-related hazards. The project meets the requirements of Chapter 35 (Natural Hazard Standards) of the TRPA Code of Ordinances and Chapter 6.65 of the City Code related to floodwater management.

There are active faults in the Lake Tahoe Basin, which could be sources of ground shaking at locations within the amendment area boundaries during a seismic event. Seismic events could also result in tsunami or seiche within Lake Tahoe, potentially affecting low-lying areas. The amendment area is approximately one mile from the lake. The project's structures are designed and will be constructed in accordance with the current design requirements of the California Building Code and International Building Code Seismic Zone D. Therefore, there would be no substantial increased risk of loss, injury or death or property damage from ground shaking. Based on studies by Ichinose et al. (2000), a potential exists for tsunami and seiche-related waves between 10 and 30 feet in height to occur along the shore of Lake Tahoe, potentially threatening low-lying lakeside communities; however, the amendment area exceeds this 10 to 30-foot elevation range. While experts have characterized the risk as far less than the risk of an approaching wildfire in the Tahoe Region, they have called for the risk of inundation to be factored into emergency plans for the region (Kaye 2011).

The zoning amendment would continue to implement the policies of the Regional Plan (TRPA 2012d) which provides for increased density of development in Town Centers and the Regional Center. The City has prepared and adopted a Natural Hazard Mitigation Plan which provides guidance to the City for the development of pre-mitigation and post-mitigation recovery for disasters in all hazard classifications. Emergency procedures in the City are guided by South Lake Tahoe's Emergency Management Plan (EMP) and the South Lake Tahoe Fire Department's Fire Planning Process. The EMP provides a framework to guide the City's efforts to mitigate and prepare for, respond to, and recover from major emergencies or disasters.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.12-5. Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? (CEQA Xe)

The proposed zoning amendment would not alter or revise the regulations pertaining to water quality control plans or sustainable groundwater management plans applicable to the amendment area. Chapter 60 of the TRPA Code of Ordinances (Water Quality) includes standards for discharge limits to surface and ground waters. Chapter 7.15 of the City Code regulates urban runoff and stormwater quality. The TRPA Lake Tahoe Water Quality Management Plan (208 Plan) and City of South Lake Tahoe Pollutant Load Reduction Plan would continue to apply to the area and the amendment propose no changes to this plan. The TCAP recognizes these plans and TRPA Water Quality Improvement Projects, none of which are altered by the amendments.

Project development meets the discharge standards of the Lahontan Regional Water Control Board. Projects that would create more than one acre of disturbance are required to prepare a Storm Water Pollution Prevention Plan (SWPPP). The TCAP amendment does not alter these requirements and no change in the application of these requirements and standards would occur.

South Tahoe Public Utility District implements the Tahoe Valley South Basin Groundwater Management Plan, which includes the entire STPUD service area in which the amendment area is located. The boundary amendments do not propose to change groundwater management and do not propose new uses that would affect the groundwater management plan.

Since all existing state and local protections for surface water and groundwater would remain in place and would not be altered by the amendments, and water quality BMPs (in accordance with Chapter 60 of the TRPA Code) would continue to be required for all development (existing and proposed), the amendment and project would not result in adverse discharges to surface or groundwaters or alteration of surface or groundwater quality, and would not conflict with or obstruct implementation of plans protecting surface water and groundwater resources.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-6. Will the Project result in changes in currents, or the course or direction of water movements? (TRPA 3a)

The proposed amendment would not alter or revise the regulations pertaining to the course or direction of water movements. There are no surface waters in the amendment area. The project is subject to permitting and environmental review, and TRPA Code sections described above as well as all other federal, state, and local regulations pertaining to the course or direction of water movements.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-7. Will the Project result in changes in absorption rates, drainage patterns, or the rate and amount of surface water runoff so that a 20 yr. 1 hr. storm runoff (approximately 1 inch per hour) cannot be contained on the site? (TRPA 3b)

See discussions and analyses for Question 5.4.12-3.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-8. Will the Project result in alterations to the course or flow of 100-year floodwaters? (TRPA 3c)

See discussions and analyses for Question 5.4.12-3.iv.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-9. Will the Project result in change in the amount of surface water in any water body? (TRPA 3d)

The proposed amendment would not alter or revise the regulations pertaining to surface water management. Surface water and water rights in California are managed by the California State Water Resources Control Board. The development project is required to comply with Chapters 32 (Basic Services) and 60 (Water Quality) of the TRPA Code of Ordinances, which address the provision of basic services to projects and the protection of source water.

The potential impact of development within the Tahoe Region on the availability of public water supplies was analyzed in the RPU EIS (TRPA 2012a, page 3.13-11). Because the regional water demand at build-out would be less than the regional surface water allocation, and because TRPA Code of Ordinances Section 32.4 requires demonstration of adequate available water supply within an existing water right prior to permit approval, implementation of the amendments would not result in a substantial reduction in the amount of surface water or the water available for public water supplies.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-10. Will the Project result in discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity? (TRPA 3e)

See discussions and analyses for Question 5.4.12-1 above. There are no surface waters within the amendment/project area.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-11. Will the Project result in alteration of the direction or rate of flow of ground water? (TRPA 3f)

See discussions and analyses for Questions 5.4.12-1 and 2 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-12. Will the Project result in change in the quantity of groundwater, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations? (TRPA 3g)

See discussions and analyses for Questions 5.4.12-1, 5.4.12-2 and 5.4.12-9 through 5.4.12-10 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-13. Will the Project result in substantial reduction in the amount of water otherwise available for public water supplies? (TRPA 3h)

See discussion and analysis in Question 5.4.12-9 above and analyses in Questions 5.4.21-1 and 5.4.21-2 below which conclude that potential impact of development on the availability of public water supplies would not have an impact.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-14. Will the Project result in exposure of people or property to water related hazards such as flooding and/or wave action from 100-year storm occurrence or seiches? (TRPA 3i)

See discussions and analyses for Questions 5.4.12-3.iv, 5.4.12-4, and 5.4.12-8 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-15. Will the Project result in potential discharge of contaminants to the groundwater or any alteration of groundwater quality? (TRPA 3j)

See discussions and analyses for Questions 5.4.12-1 and 5.4.12-2 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-16. Is the Project located within 600 feet of a drinking water source? (TRPA 3k)

The amendment area is not located within 600 feet of drinking water sources and is outside the mapped source water protection zones for existing wells near Ski Run Blvd. and US Hightway 50 (TRPA, 2000).

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.13 Land Use and Planning

This section presents the analyses for potential impacts to land use and planning. Table 5-13 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-13: Land Use and Planning

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.13-1. Physically divide an established community? (CEQA XIa)				**X**
5.4.13-2. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? (CEQA XIb)			**X**	
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.13-3. Include uses which are not listed as permissible uses in the applicable Plan Area Statement, adopted Community Plan, or Master Plan? (TRPA 8a)				**X**
5.4.13-4. Expand or intensify an existing non-conforming use? (TRPA 8b)				**X**

5.4.13-1. Would the Project physically divide an established community? (CEQA XIa)

The amendment modifies the zoning of one parcel (former APN 029-240-011) from Recreation to TSC-MU and proposes policies that limit land uses to residential development (prohibiting commercial and tourist uses) and a maximum density of 4 units per acre on the subject parcels.

The area is surrounded by existing development and rezoning the recreation parcel to mixed-use would not physically divide the community. There are no plans to divide the area with roads, trenches, railroads, fences or other divisive features. The project proposes driveways that would connect the residential development to an established community, and said development is compliant with all TRPA and City policies and regulations.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.13-2. Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? (CEQA XIb)

See discussion and analysis for 5.4.13-4 below.

5.4.13-3. Will the Project include uses which are not listed as permissible uses in the applicable Plan Area Statement, adopted Community Plan, or Master Plan? (TRPA 8a)

See discussion and analysis for 5.4.13-4 below.

5.4.13-4. Will the Project expand or intensify an existing non-conforming use? (TRPA 8b)

The proposed amendments would not alter or conflict with the policies in the TRPA Regional Plan or City General Plan, nor would they amend policies in the adopted TCAP.

However, the amendment would result in changes to the land use designation within the amendment area. The City's General Plan designates the project area as a "Tourist Center." The Tourist Center land use designation is intended for the most intensive land uses, including major commercial/visitor centers and mixed-use residential. This General Plan land use designation is used for areas in the City that are currently developed as commercial/visitor centers, have excess land coverage, where vertical mixed-use projects are appropriate, and are near commercial, employment, transit, and public services. Therefore, the proposed rezoning amendment and development project are compatible with Land Use and Community Design Policies, LU-3.3, LU-3.6, and LU-4.3.

While the TCAP currently assigns a Recreation zone to the proposed amendment parcel, the parcel is also included in the TCAP Town Center Overlay and included in the Transfer of Development Rights Receiving Area. The TRPA Conceptual Regional Land Use Map (https://www.trpa.gov/wp-content/uploads/documents/archive/2/FinalAdoptedRegionalPlanMaps_amended1-2-2018.pdf) identifies the amendment area as "Tourist" land use and within a "Town Center" district. Town centers are targeted for redevelopment in a manner that improves environmental conditions, creates a more sustainable and less auto-dependent development pattern and provides economic opportunities in the Region. The amendment is therefore consistent with aspects of both the TRPA Regional Plan and TCAP. Specifically, the rezoning amendment and development project are compatible with TRPA Land Use Policies LU-1.1 and LU-1.2 as well as Community Design Policy LU-2.1.

Recreation zoning does not allow for residential uses, while mixed-use zoning allows for residential, among a variety of other uses, increasing the potential density and development intensity of the amendment area. Since the proposed policies included in the amendments will prohibit tourist and commercial uses otherwise available in the TSC-MU district and cap residential density at no more than 4 units per acre, the total number of multiple-family units within the combined parcel (APN 029-441-024) would actually be reduced compared to the number allowed under TSC-MU for the former Colony Inn parcel itself (from 62 to 15 potential multi-family residential units).

Although the list of uses changes, the changes in allowed land uses do not significantly alter the land use direction of the area or conflict with goals and implementation measures in the Regional Plan or General Plan for Town Centers. In fact, both the amendment and development project support transit-oriented development goals and policies of the TRPA Regional Plan, TCAP, and City of South Lake Tahoe General Plan. Amending the subject parcel to the TCAP TSC-MU supports the goal of delivering higher density housing in Town Centers and protection of mapped SEZ areas, which are proposed for conservation in the Project.

The amendment and project more accurately reflect adjacent land uses, support land use goals in relation to residential uses and the provision of housing and are consistent with and do not obstruct implementation of the Regional Plan and General Plan policies.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.14 Mineral Resources (CEQA) and Natural Resources (TRPA)

This section presents the analyses for potential impacts to mineral resources and natural resources. Table 5-14 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-14: Mineral Resources and Natural Resources

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.14-1. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (CEQA XIIa)				**X**
5.4.14-2. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (CEQA XIIb)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.14-3. A substantial increase in the rate of use of any natural resources? (TRPA 9a)				**X**
5.4.14-4. Substantial depletion of any non-renewable natural resource? (TRPA 9b)				**X**

5.4.14-1. Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (CEQA XIIa)

5.4.14-2. Would the Project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (CEQA XIIb)

There are no mapped mineral resources within the TCAP, nor does any specific plan or other applicable plan identify any sites within the amendment area as an important mineral recovery site.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.14-3. Will the Project result in a substantial increase in the rate of use of any natural resources? (TRPA 9a)

5.4.14-4. Will the Project result in a substantial depletion of any non-renewable natural resource? (TRPA 9b)

The use of natural resources, such as construction wood or metals, or gasoline will occur incrementally with project development. The use of natural resources, such as construction materials (e.g., concrete, wood or metals) and fuel (e.g., diesel, natural gas and gasoline) would occur during project construction and to some extent, long-term operation of the Project (fuel and public utilities). The RPU EIS (TRPA 2012a, page 5-3) acknowledged the potential increase in the use of natural resources resulting from development within the Tahoe Region. The Project is consistent with development density and goals for the project area. Therefore, the use of natural resources is consistent with assumptions used in the RPU EIS and would not be in quantities that would result in a significant effect.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15 Noise

This section presents the analyses for potential impacts related to noise. Table 5-15 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-15: Noise

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.15-1. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or other applicable local, state, or federal standards? (CEQA XIIIa)			**X**	
5.4.15-2. Generation of excessive groundborne vibration or groundborne noise levels? (CEQA XIIIb)			**X**	
5.4.15-3. For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the project area to excessive noise levels? (CEQA XIIIc)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.15-4. Increases in existing Community Noise Equivalency Levels (CNEL) beyond those permitted in the applicable Plan Area Statement, Community Plan or Master Plan? (TRPA 6a)				**X**
5.4.15-5. Exposure of people to severe noise levels? (TRPA 6b)				**X**
5.4.15-6. Single event noise levels greater than those set forth in the TRPA Noise Environmental Threshold? (TRPA 6c)				**X**
5.4.15-7. The placement of residential or tourist accommodation uses in areas where the existing CNEL exceeds 60				**X**

dBA or is otherwise incompatible? (TRPA 6d)				
5.4.15-8. The placement of uses that would generate an incompatible noise level in close proximity to existing residential or tourist accommodation uses? (TRPA 6e)				**X**
5.4.15-9. Exposure of existing structures to levels of ground vibration that could result in structural damage? (TRPA 6f)				**X**

5.4.15-1. Would the Project generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or other applicable local, state, or federal standards? (CEQA XIIIa)

The proposed zoning amendment does not alter the CNEL standards set forth in the TCAP for the overall TSC-MUD district. The noise standard in Recreation land use is 55 CNEL as compared to 60 CNEL in the TCAP TSC-MU. However, because the proposed amendment would exclude commercial and tourist uses on the combined parcel and cap multi-family residential density at no more than 4 units/acre, anticipated noise levels would be less than allowed for the TSC-MU district.

Noise/Land Use Compatibility

Policy LU7-2 of the TCAP requires an acoustical analysis as part of the environmental review process when noise-sensitive land uses are proposed in areas exposed to existing or project exterior noise levels exceeding the levels shown in Table HS-1 and HS-2 of the City General Plan, so noise mitigation may be included in the project design. The City and/or TRPA would only approve projects that can demonstrate compliance with the applicable noise standards. The Project site is not located adjacent to land uses with high ambient noise levels. However, the US Highway 50 South Shore Community Revitalization Project plans to relocate US Highway 50 to a new alignment located adjacent to the project area. Existing Ordinance and General Plan policies will guide the development of the new highway corridor as described below. As such, proposed land uses would be compatible with the future US Highway 50 transportation corridor.

Traffic-Related Noise

Code of Ordinances Section 68.8.3 requires all substantial transportation projects in transportation corridors that are not in attainment of adopted CNEL standards incorporate mitigating design features to achieve adopted standards. As documented in Appendix A, the project will result in a small increase in vehicle travel (up to 80 daily vehicle trips) and traffic volumes on roadways; however, the potential increase in traffic would not result in a noticeable increase in traffic noise, particularly given the size of the amendment area and the presence of existing transit services, which would reduce individual vehicle trips associated with new development. A noticeable increase in traffic noise (e.g., 3 dB) requires a doubling of traffic in the measurement area and the potential increase in vehicle trips would be a very small percentage of the existing baseline; therefore, no noticeable increase in traffic-related noise would occur as a result of the amendment.

To ensure that the generation of noise levels in excess of standards established for the TCAP is not exceeded, the TCAP incorporates a noise policy which is designed toward reducing traffic-related noise. Policy LU7-1 requires the mitigation of new transportation noise sources to the levels shown in Table HS-

2 of the City General Plan (CSLT 2011b, page HS-10) at all outdoor activity areas and interior spaces of existing noise-sensitive land uses. Further, the City and/or TRPA would continue to evaluate individual projects within the TCAP amendment area at a project level and would enforce CNEL standards on a project-by-project basis pursuant to the noise limitations in Chapter 68 (Noise Limitations) of the TRPA Code of Ordinances.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.15-2. Would the Project generate excessive groundborne vibration or groundborne noise levels? (CEQA XIIIb)

The amendment would not alter existing noise policies and do propose new development. Construction activities associated with projects could potentially expose noise-sensitive receptors to levels that exceed TRPA noise standards and/or expose noise-sensitive receptors to excessive noise levels. Construction activities would include site preparation (e.g., demolition, clearing, excavation, grading), foundation work, paving, building construction, utility connections, finishing, and cleanup. These activities typically involve the use of noise-generating equipment such as cranes, excavators, dozers, graders, dump trucks, generators, backhoes, compactors, and loaders. Noise levels associated with these types of equipment are typically between 70 and 85 dBA Lmax at 50 feet.

The TRPA Standard Conditions of Approval for Grading Projects (TRPA Permit Attachment Q) and Standard Conditions of Approval for Residential Projects (TRPA Permit Attachment R) include construction provisions that call for the location of construction staging areas as far as feasible from sensitive air pollution receptors (e.g. schools or hospitals), closure of engine doors during operation except for engine maintenance, location of stationary equipment (e.g. generators or pumps) as far as feasible from noise-sensitive receptors and residential areas, installation of temporary sound barriers for stationary equipment, and use of sonic pile driving instead of impact pile driving, wherever feasible. As required by TRPA Code Chapter 3, any project with potentially significant impacts would require mitigation.

The TCAP incorporates the City's General Plan noise policies and provides expanded protection from groundborne vibration and groundborne noise levels. Policy LU7-3 requires an analysis of a vibration impact be conducted for all construction activities that include impact equipment and activities such as pile driving, soil compaction, or vibratory hammers that occur within 200 feet of existing structures. These policies ensure that construction operations are designed to avoid or mitigate for vibrations above 0.02 inches/second (0.5 mm/second). At present, construction plans do not call for the use of these types of vibration emitting equipment.

With implementation of policies and regulations already applicable to the project area, the amendment and development project would not result in significant groundborne vibration or noise levels.

Environmental Analysis: *Less than Significant Impact*.

Required Mitigation: **None.**

5.4.15-3. For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the project area to excessive noise levels? (CEQA XIIIc)

The TCAP and amendment area are located within the City's Airport Comprehensive Land Use Overlay district overflight notification area, which requires notification to residential land uses. Although the amendment area is not restricted by policies affecting the development of projects within Airport noise contours, safety zones, or airspace surfaces, the subject parcels are subject to ALUCP Policy OP-2 – Overflight Notification (ALUCP September 2019). While there is a requirement for residential notification based on the project's location within the airport influence area, it is located outside of regulatory restricted area and therefore would not expose people to excessive noise levels.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-4. Would the Project result in increases in existing Community Noise Equivalency Levels (CNEL) beyond those permitted in the applicable Plan Area Statement, Community Plan or Master Plan? (TRPA 6a)

See the response to Question 5.4.15-1, above. While the maximum allowable CNEL for the amendment area would increase with the proposed zoning amendment, neither the amendment nor subsequent development project proposes new land uses that would increase noise levels that are inconsistent with plan guidance.

Environmental Analysis: *No Impact.*

Required Mitigation**: None.**

5.4.15-5. Would the Project result in exposure of people to severe noise levels? (TRPA 6b)

See the response to Questions 5.4.15-1 and 5.4.15-2, above. No land use changes allowed by the amendment would expose persons to severe noise above existing conditions.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-6. Will the Project result in single event noise levels greater than those set forth in the TRPA Noise Environmental Threshold? (TRPA 6c)

Single-event noise standards are set forth in Section 68.3.1 of the TRPA Code of Ordinances for aircraft, water craft, motor vehicles, motorcycles, off-road vehicles, and over-snow vehicles. The project's limitation to residential use would not create single event noise levels in excess of TRPA standards. The zoning amendment proposes changes in land use, but only a small increase in allowable CNEL (an increase of 5) and no significant noise increase is expected.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-7. Will the Project result in the placement of residential or tourist accommodation uses in areas where the existing CNEL exceeds 60 dBA or is otherwise incompatible? (TRPA 6d)

The TCAP amendments and Project propose residential buildings on the combined parcel that was once home to the Colony Inn and includes the adjacent recreational zoned parcel. While adjacent land uses include a public service yard (electrical substation) and commercial retail center, the existing CNEL levels do not exceed 60 dBA. TRPA noise monitoring efforts completed for the most recent threshold evaluation (TRPA, 2019) document average noise levels across monitored hotel/motel and commercial areas are well within the 60 dBA threshold standard (https://thresholds.laketahoeinfo.org/ThresholdIndicator/Detail/34).

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-8. Will the Project result in the placement of uses that would generate an incompatible noise level in close proximity to existing residential or tourist accommodation uses? (TRPA 6e)

The zoning amendment rezones one parcel from Recreation to TSC-MU. Land uses allowed in the TCAP TSC-MU would be applied to the amendment area, but proposed policies will prohibit tourist and commercial uses within the amendment area. The project in the amendment area will be compliant with TRPA and City noise standards. Since it is currently adjacent to a mixed-use area, continuation of the uses and types of allowed uses through the TCAP amendment would not result in incompatible uses.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-9. Will the Project expose existing structures to levels of ground vibration that could result in structural damage? (TRPA 6f)

See the response to Question 5.4.15-2, above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.16 Population and Housing

This section presents the analyses for potential impacts to population and housing. Table 5-16 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-16: Population and Housing

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.16-1. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (CEQA XIVa)				X
5.4.16-2. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? (CEQA XIVb)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.16-3. Alter the location, distribution, density, or growth rate of the human population planned for the Region? (TRPA 11a)				X
5.4.16-4. Include or result in the temporary or permanent displacement of residents? (TRPA 11b)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.16-5. Affect existing housing, or create a demand for additional housing? Will the proposal decrease the amount of housing in the Tahoe Region? (TRPA 12a-1)				X
5.4.16-6. Will the proposal decrease the amount of housing in the Tahoe Region historically or currently being rented at rates				X

affordable by lower and very-low-income households? (TRPA 12a-2)				

5.4.16-1. Would the Project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (CEQA XIVa)

5.4.16-2. Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? (CEQA XIVb)

5.4.16-3. Will the Project alter the location, distribution, density, or growth rate of the human population planned for the Region? (TRPA 11a)

5.4.16-4. Will the Project include or result in the temporary or permanent displacement of residents? (TRPA 11b)

5.4.16-5. Will the Project affect existing housing, or create a demand for additional housing? Will the proposal decrease the amount of housing in the Tahoe Region? (TRPA 12a-1)

5.4.16-6. Will the Project affect existing housing, or create a demand for additional housing? Will the proposal decrease the amount of housing in the Tahoe Region historically or currently being rented at rates affordable by lower and very-low-income households? (TRPA 12a-2)

The proposed TCAP amendments and subsequent residential development project are intended to facilitate construction of multi-family residential units on the combined parcel that once included the former Colony Inn. No existing housing will be removed for the Project. Project construction would increase future population in the TCAP area; however, this growth is consistent with the Regional Plan, TCAP, and City General Plan. While currently zoned as Recreation, the amendment area is identified by TRPA Regional Plan land uses maps as Tourist within a Town Center District and is within an area marked for Transfer of Development Rights Receiving Area for existing development and multi-residential units. The purpose of the receiving District (TCAP TSC-MU) is to provide a mix of uses, including residential uses within a transit-oriented area. However, the amendment would maintain the permissible use of employee housing that Recreation zoning allows and limit residential density of no more than 4 units/acre. This is substantially less than the 25 units/acre allowed for TSC-MU parcels. While the project proposes construction of new multi-family residential units, the anticipated population growth associated with the planned density is consistent with TCAP goals and policies. Therefore, there is no impact.

Environmental Analysis: *Less than Significant Impact/No Impact.*

Required Mitigation: **None.**

5.4.17 Public Services

This section presents the analyses for potential impacts to public services. Table 5-17 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-17: Public Services

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.17-1. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?				**X**
Police protection?				**X**
Schools?				**X**
Parks?				**X**
Other public facilities? (CEQA XVa)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
Will the proposal have an unplanned effect upon, or result in a need for new or altered governmental services in any of the following areas?				
5.4.17-2. Fire protection? (TRPA 14a)				**X**
5.4.17-3. Police protection? (TRPA 14b)				**X**
5.4.17-4. Schools? (TRPA 14c)				**X**
5.4.17-5. Parks or other recreational facilities? (TRPA 14d)		**X**		
5.4.17-6. Maintenance of public facilities, including roads? (TRPA 14e)				**X**
5.4.17-7. Other governmental services? (TRPA 14f)				**X**

5.4.17-1. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection? Police protection? Schools? Parks? Other public facilities? (CEQA XVa)

See discussion and analysis for Questions 5.4.17-4 and 5.4.17-5 below.

5.4.17-2. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services: fire protection? (TRPA 14a)

See discussion and analysis for Question 5.4.17-4 below.

5.4.17-3. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services: police protection? (TRPA 14b)

See discussion and analysis for Question 5.4.17-4 below.

5.4.17-4. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services: schools? (TRPA 14c)

The proposed amendment and project would facilitate multi-family residential development within the amendment area. These changes would result in localized population increases that create an additional demand for police, fire protection, emergency services and to a lesser degree, schools. However the existing TCAP TSC-MU District on the former Colony Inn site would allow this same level of residential development without the proposed amendment, so the amendment does not create an increased change to the number of overall residential units or population increases that the TCAP currently allows.

With respect to police protection services, the South Lake Tahoe Police Department provides law enforcement services within the area. The California Highway Patrol (CHP) Valley Division, which includes the greater Sacramento area and the Sierra Nevada foothills to the west, is responsible for all traffic related incidents and assists the Police Department when necessary. The CHP area office is located at 2063 Hopi Avenue in Meyers. The Valley Division oversees four major highways and miles of county roads in the Region including US 50 and SR 89. Jail facilities are managed by the El Dorado County Sheriff's Department and are located at 1051 Al Tahoe Boulevard. The jail is a Type II facility and may house both pre-sentenced and post-sentenced male and female defendants. The jail has a capacity of 158 beds.

South Lake Tahoe Fire Rescue (SLTFR) is a municipal fire department that is primarily organized, equipped, and trained to perform fire suppression duties in structural firefighting, initial attack wildland firefighting, vehicular fires, traffic collisions and any other call for service. Additionally, SLTFR provides Advanced Life Support (ALS) paramedic level medical care and responds to all medical aid calls within the city as well as outside of the city when requested through mutual aid. ALS transport is not handled by the fire department--it is run by Cal Tahoe Ambulance through the Cal Tahoe Joint Powers Authority which operates out of private facilities in the City. The department currently operates three staffed fire stations including Fire Station One (the nearest station is at Ski Run Blvd and Pioneer Trail), Fire Station Two (2951 Lake Tahoe Blvd), and Fire Station Three (2101 Lake Tahoe Blvd). The Fire Department currently serves the amendment area, and the amendment would not affect current service or demand. The amendment would increase the area that permits residential development, but would not substantially increase the total number of residential units given the proposed policies that would limit density to no more than 4 units per acre on the combined parcel. In addition, the project would be required to ensure adequate fire protection

services per the City's General Plan and permitting process. General Plan policies also require the installation of fire-resistant materials, and incorporation of fire safe landscaping and defensible space in all remodeled or new construction. Furthermore, new construction will follow current California Fire Code to prevent or minimize fires. The proposed amendment would allow structures of up to 56 feet (four stories) on the parcel currently zoned Recreation, as is currently allowed in the TCAP TSC-MU. Though the amendment would allow an additional story, the Project is proposing three-story multi-family structures, and therefore the amendments do not create impacts to public services that were not accounted for in the original TCAP analysis.

The Lake Tahoe Unified School District (LTUSD) serves a 10.1 square mile area that includes the TCAP area as well as the entire City of South Lake Tahoe. LTUSD operates eight schools but has had to close schools in the recent past due to declining enrollment. Given the current facilities and stagnant enrollment, LTUSD is not experiencing any capacity issues and does not expect any such issue to occur in the future. With the limited growth allowed by the TRPA Regional Plan that results in a projected growth rate of 10.8% for the next twenty years or 0.58% a year (TRPA 2012a, page 3.12-12) the implementation of the zoning amendment is not expected to exceed the existing capacity or result in a need for new or physically altered governmental facilities. The amendment slightly increases the land area where multiple family residential units would be permitted, but given the small area of the amendment and the policies that limits density to no more than 4 units per acre, population increases would not adversely affect school enrollment. Estimated population of the maximum multi-family residential development permissible under the proposed amendments (15 units) would be approximately 37 to 45 residents (2.5 to 3 persons/units). Therefore, impacts associated with implementation of the TCAP amendment would be less than significant.

Within the TCAP, public facilities include Fire Station #1, the transit center, and Explore Tahoe Visitor Center at Heavenly Village, none of which are in the proposed amendment area. Implementation of the amendment is not expected to result in increased demand for community facilities and services or a need for new or physically altered governmental facilities as the amendment would not substantially create new population. Development would allow increased density of development for four multiple family units resulting in slightly additional people in the TCAP area. However, this is not expected to result in changes in demand to community services and facilities that would be significant or result in substantial effects to the physical environment.

Given current public service staffing levels, the proximity of services, implementation of City policies to minimize fire risk and reduce demand, declining school enrollment, and since the amendment area is already served by these services, it is not anticipated that implementation of the amendment and development project would create a need to construct new facilities that, in turn, could require new or improved facilities, the construction of which could result in adverse effects to the environment.

No other public facilities are within the proposed development area. Implementation of the project is not expected to result in increased demand for community facilities and services or a need for new or physically altered governmental facilities as the amendment would not substantially create new populations.

See discussion and analysis in Question 5.4.17-5, below, for parks and recreation impacts.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.17-5. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services: parks or other recreational facilities? (TRPA 14d)

The proposed amendments would rezone an existing portion of the combined parcel (former APN 029-240-011) from Recreation to mixed-use, the zoning associated with the remainder of the newly combined parcel (former APN 029-441-004). The two parcels, now combined (APN 029-441-024), are privately-owned by the same owner. The associated Project proposal would construct multi-family residential units on the rezoned portion of the parcel. The residential development would effectively eliminate the parcels use for recreational land uses. However, at present, there are no recreational facilities in planning stages for the parcel.

Adjacent State-owned land located to the east, where the South Tahoe Greenway shared-use trail is proposed for future development, would still be available to serve recreational purpose should multi-family residential units be constructed on the re-zoned portion of the parcel. Access to the future South Tahoe Greenway for nearby residents and visitors to the South Tahoe tourist core would be provided by way of the Van Sickle Bi-State Park entrance located 200 feet north of the amendment area and not through the privately-owned APN 029-441-024. However, the California Tahoe Conservancy is concerned that residents of the proposed residential development may create informal user trails between the privately-owned parcel and the state owned lands to access the future Greenway trail and the Park. The League to Save Lake Tahoe is concerned that residents may create informal trails within the SEZ portions of the combined parcel restored following the removal of the former Colony Inn hotel. Such actions could disturb vegetation, create erosion, and increase trash on public lands and within the privately-owned SEZ boundary. The Conservancy is also concerned that residents could store personal belongings on the state owned land located directly behind and to the southeast of the proposed residential homes. To mitigate the potential impacts to public lands and the privately-owned SEZ, the proposed multi-family residential project (Phase 2) shall include a condition to construct fencing (6 foot tall rod iron design) along a portion of the perimeter of APN 029-441-024 and internally along the SEZ boundary to encircle the 10 multi-family residential structures. The new fencing will also connect to the existing fencing that encircles the adjacent electrical substation to the south. Inclusion of the proposed fencing will reduce the potential for significant impacts to adjacent Parks, public recreational lands and the restored privately-owned SEZ from misuse by future residents.

The amendments and subsequent project will generate recreation demand by increasing the number of residents in the project area, however, this increase is consistent with the development levels allowable under the current Regional Plan, TCAP and City General Plan. The amendments would not increase demand beyond what was previously analyzed in the TCAP because it decreases the maximum development potential by limiting future land use and density of the combined parcels. The potential localized increase of up to 45 residents (maximum of 15 total multi-family units at up to 3 persons/unit), or visitors if the homes are used as short-term rentals, would not cause a significant impact because the same number of residential units could be constructed today under existing zoning. If built out as smaller attached residential units, the former Colony Inn parcel could accommodate more than 15 units by itself. Therefore, the proposed amendments do not increase the number of residents or visitors that a subsequent project application would permit on the site.

Existing recreation opportunities are numerous and can meet the potential increase in resident or visitor population from the proposed multi-family residential project within and in the vicinity of the TCAP (i.e. Timber Cove Marina, Connolley Beach, Ski Run Marina and Beach, Lakeside Marina, Heavenly Resort California Base, Heavenly Gondola, Van Sickle Bi-State Park, Bijou Golf Course [and public beach], the Nevada Stateline to Stateline Bikeway at Rabe Meadow, Nevada Beach, Round Hill Pines Beach and other bike paths, hiking and mountain bicycle trails, and other public parks). Many recreational facilities and bike routes are less than one mile from the area to be amended, and Van Sickle Bi-State Park is immediately

adjacent. The existing TCAP includes policies and implementing strategies to enhance public recreation facilities, as does the City's General Plan. Because of the wide range of public recreation opportunities within and outside the boundary, visitor usage is spread out, avoiding demand that causes substantial deterioration of any one facility. In addition, the proposed TCAP amendment policies would reduce the number of potential multi-family housing units that could be constructed on the combined parcel compared to existing conditions. Therefore, the potential for increased use of existing neighborhood and regional parks or other recreational facilities as a result of implementing the project is not expected to result in or accelerate a substantial physical deterioration of recreation facilities.

The zoning amendment and Project do not propose changes to existing recreation facilities or to the policies and implementation measures in the existing TCAP.

Environmental Analysis: *No with Mitigation*

Required Mitigation: **PS-1 - Fencing: At the time of proposed Phase 2 multi-family residential building construction, fencing (6 foot tall rod iron design) shall be erected along a portion of the perimeter of APN 029-441-024 (that is adjacent to the Conservancy parcel) and the internal SEZ boundary to encircle the proposed multi-family residential structures (see Figure 2-2 for approximate location).**

5.4.17-6. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services in maintenance of public facilities, including roads? (TRPA 14e)

The zoning amendment would not alter or revise policies and practices pertaining to public facility and roadway maintenance. The City's existing policies in the Public/Quasi-Public Facilities and Services Element regarding public facility and road maintenance remain in effect (Goal PQP-1.1, Policy PQP-1.5, and Policy PQP-1.8).

The subsequent project plan for 10 multi-family residential homes includes one paved driveway for vehicle access, but does not result in a need for new or altered public roads or pedestrian facilities. The project area driveway will connect each approved multi-family residential home to Montreal Road. Residents can access nearby commercial and recreational land uses by way of existing pedestrian facilities located along Montreal Road and other nearby roadways. Driveway design meets the City and TRPA development and design codes.

Environmental Analysis*: No Impact.*

Required Mitigation: **None.**

5.4.17-7. Will the Project have an unplanned effect upon, or result in a need for other new or altered governmental services? (TRPA 14f)

There are no other known governmental services that would be directly affected by the amendment or the project.

Environmental Analysis*: No Impact.*

Required Mitigation: **None.**

5.4.18 Recreation

This section presents the analyses for potential impacts to recreation. Table 5-18 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-18: Recreation

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.18-1. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (CEQA XVIa)				X
5.4.18-2. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (CEQA XVIa)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.18-3. Create additional demand for recreation facilities? (TRPA 19a)				X
5.4.18-4. Create additional recreation capacity? TRPA 19b)				X
5.4.18-5. Have the potential to create conflicts between recreation uses, either existing or proposed? (TRPA 19c)		X		
5.4.18-6. Result in a decrease or loss of public access to any lake, waterway, or public lands? (TRPA 19d)				X

5.4.18-1. Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (CEQA XVIa)

5.4.18-2. Would the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (CEQA XVIb)

5.4.18-3. Will the Project create additional demand for recreation facilities? (TRPA 19a)

See discussion and analysis in question 5.4.17-5 above.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.18-4. Will the Project create additional recreation capacity? (TRPA 19b)

The proposed amendment and multi-family residential project do not create additional recreation capacity.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.18-5. Will the Project have the potential to create conflicts between recreation uses, either existing or proposed? (TRPA 19c)

The residential development project does not physically impact existing or planned recreational facilities. The entrance to the Van Sickle Park is located nearby, approximately 200 (from property line) to 500 feet (from driveway) north of the proposed TCAP amendment area and multi-family residential development. In November 2020, a previous application for amendment of the TCAP included a request to rezone a second privately-owned Recreation parcel (APN 029-441-003) located north of the Former Colony Inn parcel and the Recreation parcel included in this analysis. However, based on comments received from the League to Save Lake Tahoe (League) and the California Tahoe Conservancy (CTC)/Nevada Division of State Parks (NV State Parks) regarding the level of development proposed for the Recreation parcels (high density residential and tourist uses), pedestrian and vehicle safety, and potential Park management issues from increased use by adjacent residents/visitors, the project applicant revised the proposed TCAP amendment application. The revised application eliminates the Recreation parcel (APN 029-441-003) located north of the Former Colony Inn parcel that includes an easement for the Van Sickle Park entrance and now only includes the single privately-owned Recreation parcel (former APN 029-240-011) located east of the former Colony Inn parcel. The TCAP amendment application was also revised to add policies that would limit future development on the combined parcel (former Recreation parcel and former Colony Inn parcel) to multi-family residential development (specifically it excludes commercial and tourist uses) and at a density of no more than 4 units per acre. These changes to the proposed TCAP amendment largely address the concerns raised by the League and CTC/NV State Parks and eliminate the potential for direct impacts to the Park entrance roadway and intersection on Montreal Road. However, the California Tahoe Conservancy is concerned that residents of the proposed residential development may create informal user trails between the privately-owned multi-family residential parcel and the state owned lands to access the future Greenway trail and the Park. The League to Save Lake Tahoe is concerned that residents may create informal trails within the SEZ portions of the combined parcel restored following the removal of the former Colony Inn hotel. Such actions could disturb vegetation, create erosion, and increase trash on public lands

and within the privately-owned SEZ boundary. The Conservancy is also concerned that residents could store personal belongings on the state owned land located directly behind and to the southeast of the proposed residential homes. To mitigate the potential impacts to Parks and other public recreational lands, the proposed multi-family residential project (Phase 2) shall implement mitigation measure PS-1 (see discussion and analysis in question 5.4.17-5 above). Inclusion of the proposed fencing will reduce the potential for significant impacts to adjacent Parks and public recreational lands from misuse by future residents.

While the amendment would change the land use of the amendment area from recreation to tourist center mixed-use (residential), no recreational facilities or uses currently exist within the amendment area or combined parcel proposed for multi-family residential development. Nor does the combined parcel provide public access to publicly-owned lands located east of the amendment area, where the future South Tahoe Greenway shared-use trail is proposed.

As such, development of multi-family residential on the combined parcel would not impact existing access to existing or planned recreational uses.

Goal R-5 of the Regional Plan specifically addresses incompatibility of recreational uses and the associated system for regulating PAOTs (Section 50.9 of the TRPA Code), which would preclude any conflicts between existing or proposed recreational uses (TRPA 2012d, pages 5-7 and 5-8). Additionally, the potential for expanded land uses to create conflicts between existing land uses was analyzed in Impact 3.11-2 of the RPU EIS (TRPA 2012a, page 3.11-21) and was found to be less than significant due to the existing protections in the goals and policies of the Regional Plan.

Environmental Analysis: *No with Mitigation.*

Required Mitigation: **PS-1 - Fencing.**

5.4.18-6. Will the Project result in a decrease or loss of public access to any lake, waterway, or public lands? (TRPA 19d)

Direct public access to Lake Tahoe and public lands is not located within the privately-owned amendment area. Public access to Van Sickle Bi-State Park and other state owned lands contiguous with the Park property and amendment parcel (including the Conservancy owned land proposed for the future South Tahoe Greenway) is located approximately 200-300 feet north of the amendment area on Montreal Road via the Van Sickle Park entrance roadway and informal dirt trail. Residents of the proposed multi-family residential development could access the Park and future Greenway trail by walking out to Montreal Road by way of the proposed driveway, then along Montreal Road on existing pedestrian facilities to the Park entrance. From there an existing dirt trail provides access to the Park facilities and the future Greenway trail connection. The Conservancy is concerned that the limited vehicle parking within the Park would be utilized by private users from the proposed multi-family residential project within the amendment area, thereby decreasing access to the Park by the public. This concern is unlikely to occur as the parking lot is located 0.6 mile away from the proposed entrance to the multi-family residential development. Further, each detached residential unit would include a two car garage plus two parking spaces within the driveway. Four parking spaces per residential units exceeds the number of spaces required by the City. Therefore, the amendments and subsequent multi-family residential development would not decrease public access to public lands.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19 Transportation (CEQA) and Traffic and Circulation (TRPA)

This section presents the analyses for potential impacts to transportation, traffic and circulation. Table 5-19 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level. A technical memorandum regarding transportation impacts of the proposed boundary amendment is attached (Appendix A).

Table 5-19: Transportation, Traffic and Circulation

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.19-1. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities? (CEQA XVIIa)				**X**
5.4.19-2. Conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? (CEQA XVIIb)			**X**	
5.4.19-3. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (CEQA XVIIc)				**X**
5.4.19-4. Result in inadequate emergency access? (CEQA XVIId)				**X**
TRPA Initial Environmental Checklist Item	**Yes,**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.19-5. Generation of 650 or more new average daily vehicle miles traveled (VMT) (TRPA 13a)?				**X**
5.4.19-6. Changes to existing parking facilities, or demand for new parking? (TRPA 13b)				**X**
5.4.19-7. Substantial impact upon existing transportation systems, including highway, transit, bicycle or pedestrian facilities? (TRPA 13c)				**X**
5.4.19-8. Alterations to present patterns of circulation or movement of people and/or goods? (TRPA 13d)				**X**

5.4.19-9. Alterations to waterborne, rail or air traffic? (TRPA 13e)				**X**
5.4.19-10. Increase in traffic hazards to motor vehicles, bicyclists, or pedestrians? (TRPA 13f)				**X**

5.4.19-1. Would the Project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities? (CEQA XVIIa)

The TCAP, City General Plan, City Code, TRPA Linking Tahoe Regional Transportation Plan, TRPA Regional Plan, and TRPA Code of Ordinances contain transportation goals, policies, implementation measures, and mitigation requirements applicable to the amendment area. Performance levels are established through level of service (LOS) criteria, which is set at LOS C for rural recreation roads, and D on rural and urban developed roads and signalized intersections, and may be LOS E during peak hours in urban hours of less than four hours per day (TRPA Regional Plan Transportation Element Policy 4.6). Likewise, the standard in General Plan Policy TC-1.2 and TCAP Policy T-1.2 is LOS D on all streets and intersections, with up to 4 hours of LOS E acceptable during peak periods. Other policies seek to increase multi-modal and non-motorized travel, although there is no performance threshold for these policies.

The amendment does not propose to alter or revise, and would not conflict with, an applicable plan, ordinance or policy establishing the measures of effectiveness for the performance of the circulation system. Existing plans, ordinances, and policies would continue to be applicable and implemented in the project area. The amendment would not increase vehicle trips so as to conflict with LOS standards because the traffic impacts of the allowed uses, and small increase in multi-family density applicable to the amendment area are planned for in local and regional planning policies. As stated in the July 8, 2019 traffic memo prepared for a previous project application that included up to 17 residential units (Appendix A), multi-family development of the amendment area has the potential to result in an increase of approximately 80 daily vehicle trip ends and up to eight PM peak hour trips (calculated for 12 dwelling units though the Project now proposes just 10), which is considered an insignificant increase as described in Section 65.2.3.C of the TRPA Code of Ordinances and would not be expected to cause an exceedance of the traffic operational thresholds.

The proposed TCAP amendments would continue to implement policies of the adopted TRPA Regional Plan and City General Plan, which encourages a land use pattern that promotes the use of alternative modes of transportation. Any potential development within a mixed-use area already served by transit, bicycle, and pedestrian facilities would support existing transportation goals and policies and would increase the potential to replace individual vehicle trips with transit or non-motorized trips. The amendment area is near Transit Route 55 and 50 with bus stops located at Moss Rd., Park Ave., and Raley's with daily service provide from 6:00 AM to 7:00 PM. There is also a Class I bike path (shared use path) along Ski Run Blvd. and US Highway 50 and a Class II bike lane on Pioneer Trail. CTC's proposed South Tahoe Greenway, a proposed Class I Share Use Path in the TCAP (Figure 6-1, Proposed Transportation Network, September 2020), would bisect the publicly-owned parcel adjacent to the amendment area (APN 029-240-10). The TCAP policies regarding transit, bicycle and pedestrian facilities would apply to the amendment area. The existing TCAP goals include promoting the area as a pedestrian and transit-oriented center and seek to establish development and design standards that improve the pedestrian and transit environment through complete streets. No adverse change to the existing facilities is proposed.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-2. Would the Project conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? (CEQA XVIIb)

The proposed amendments would not alter, revise or conflict with an applicable congestion management program including but not limited to, level of service standards and travel demand measures, or other standards established by the congestion management agency for designated roads or highways.

TRPA is the designated Regional Transportation Planning Agency in the Lake Tahoe Region and has established Level of Service (LOS) standards for roadways and intersections and Vehicle Miles of Travel (VMT) standards. TRPA and TMPO administer regional programs to reduce Vehicle Miles Travelled (VMT) and achieve regional VMT standards in the Tahoe Basin. VMT is dependent on the origin and destination of persons traveling to and from uses within the TCAP boundary and the net increase in region-wide trips after accounting for transferred development. VMT is a measure of automobile travel within the transportation system, and an indicator of the degree of integration between the transportation system and planned uses (i.e., a lower VMT indicates greater beneficial integration of transportation systems and land uses to reduce personal vehicle travel). VMT is also a proxy for regional traffic congestion, as well as for air quality. The recently adopted VMT threshold ("TSC1 – Reduce Annual Daily Average VMT Per Capita by 6.8% from 12.48, the 2018 baseline, to 11.63 in 2045) transitions from an air quality focus to a transportation and sustainable communities perspective.

The updated project impact assessment process implements the new VMT threshold at the project and plan level. The proposed TCAP amendments would expand the area available for multi-family residential development by rezoning the former recreation parcel to tourist center mixed-use. However, it also includes policies that limits the uses in the combined parcel to multi-family residential (prohibits commercial and tourist uses) and caps density at no more than 4 units per acre. As such, the amendments do not increase the overall development density or intensity of the combined parcels, as the western portion of the combined parcel (former APN 029-441-004; currently zoned as mixed-use) could be developed at densities of up to 25 units per acre without the proposed amendments.

As such, the amendments would not create a measurable VMT increase compared to existing conditions. Increases in VMT do not exceed thresholds or conflict with applicable congestion management plans, as the potential maximum development of 15 multi-family residential units under the proposed amendments would create an additional 279 VMT, well below the 650 VMT screening limit for the project area (within the tourist core/town center). Therefore the amendment area is screened from additional analysis – only the mobility mitigation fee would be needed to mitigate the VMT of the subsequent 10 unit multi-family residential development project. Therefore, potential impacts related to the VMT standard are considered to be less than significant.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.19-3. Would the Project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (CEQA XVIIc)

Consistent with the TRPA Regional Plan and City General Plan, implementation of the proposed amendment does not increase hazards. The proposed 10 unit multi-family residential project complies with appropriate federal state, and local roadway, sidewalk, and intersection design standards (e.g., AASHTO,

MUTCD, Caltrans Highway Design Manual, City Public Improvement and Engineering Standards, and TCAP Development and Design Standards) for public health and safety reasons.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-4. Would the Project result in inadequate emergency access? (CEQA XVIId)

See discussion and analysis for Questions 5.4.11-6, 5.4.11-9, and 5.4.17-1 above that conclude that implementation of the amendment and subsequent Project will not impact emergency evacuation plans or access. The amendment and project do not include changes to roadways that would impair access and does not propose new public roadways. Likewise, the amendment does not propose new land uses or developments that would impair existing access. The proposed 10 unit multi-family residential project complies with state and/or local requirements for roadway design (e.g., South Lake Tahoe City Code Article VII. Parking, Driveway and Loading Spaces) to ensure emergency vehicles have appropriate access and turning radius for emergency response.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-5. Will the Project generate 650 or more new average daily vehicle miles travelled (VMT)? (TRPA 13a)

TRPA has replaced the DVTE standard with a new vehicle miles traveled (VMT) standard. As discussed in Question 5.4.19-2, adoption of the proposed amendments would permit a maximum potential residential buildout of 15 multi-family units, and the amendment area would generate up to 279 VMT. Ultimately, even with the change in zoning from recreation to tourist center mixed use, the amendments would decrease the maximum development potential on the combined parcels due to the cap in density and limitation on land uses. With adoption of the amendments, potential VMT impacts are consistent with those previously analyzed in the TCAP. Given that this is considered an insignificant impact as described in Section 65.2.3.C of the TRPA Code of Ordinances, the potential to exceed the threshold does not increase with implementation of the amendments.

Because the subsequent proposed multi-family development project proposes only ten units (five less units than is allowable based on the amendment's policies that limit development density at four units per acre), the VMT of the housing project (estimated at 186 VMT) will be less than the potential impact evaluated for the amendments. Thus, there is no impact.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-6. Will the Project result in changes to existing parking facilities, or demand for new parking? (TRPA 13b)

Neither the amendment nor subsequent Project will change any existing parking facilities. The multi-family residential project plan account for parking requirements in the TCAP, City parking ordinance (e.g., South Lake Tahoe City Code Article VII. Parking, Driveway and Loading Spaces), and TRPA Code. The Tourist Core Area Plan defers to City Code for off-street parking requirements. Multi-family residential

developments are required to have two spaces per unit. The proposed project will require 20 parking spaces and the plans depict 20 covered parking spaces (garage spaces) and 3 uncovered parking spaces for a total of 23 spaces in addition to spaces that are located in residential unit driveways. While the project creates demand for new parking, its supply exceeds the demonstrated need. Therefore, the impacts are less than significant.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.19-7. Will the Project result in substantial impact upon existing transportation systems, including highway, transit, bicycle or pedestrian facilities? (TRPA 13c)

See discussions and analyses for Questions 5.4.19-3, 5.4.19-5, 5.4.19-6, 5.4.19-8, 5.4.19-9 and 5.4.19-10. The amendment will not impede the construction of the proposed South Tahoe Greenway Class I Share Use Path on the adjacent publicly-owned parcel (APN 029-240-010). Future residents of multi-family residential units constructed within the amendment area as a result of the proposed rezone would be required to access the shared-use trail like other residents in the City who reside on or near the trail corridor, using neighborhood connections, or other public access points (e.g., Van Sickle Bi-State Park).

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-8. Will the Project result in alterations to present patterns of circulation or movement of people and/or goods? (TRPA 13d)

See discussion and analysis for Question 5.4.19-2 and Appendix A.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-9. Will the Project result in alterations to waterborne, rail or air traffic? (TRPA 13e)

No alterations to waterborne, rail or air traffic are proposed.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-10. Will the Project result in increase in traffic hazards to motor vehicles, bicyclists, or pedestrians? (TRPA 13f)

See discussion and analysis for Questions 5.4.19-1, 5.4.19-3, and 5.4.19-4. The driveway location for the proposed multi-family residential project has been reviewed and approved by the City as part of the Project's Phase I approval. The driveway plan anticipates development of additional multi-family residential units on the existing recreation parcel. The amendments would allow for the project applicant to build 6 additional multi-family residential units, each of which would access Montreal Road using the approved but not constructed driveway location. No additional access to public roadways would be necessary.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.** ‘

5.4.20 Tribal Cultural Resources (CEQA) and Archaeological/Historical (TRPA)

This section presents the analyses for potential impacts to tribal cultural, archaeological and historical resources, discussing the Project impacts on tribal cultural resources related to the disturbance of archaeological, historical, and Native American/traditional heritage resources. Table 5-20 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-20: Tribal Cultural Resources and Archaeological/Historical

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
Has a California Native American Tribe requested consultation in accordance with Public Resources Code section 21080.3.1(b)? Yes: X No:				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				**X**
5.4.20-1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)? (CEQA XVIIIa)				**X**
5.4.20-2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. (CEQA XVIIIb)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.20-3. Does the proposal have the potential to cause a physical change which would affect unique				**X**

ethnic cultural values? (TRPA 20d)				
5.4.20-4. Will the proposal restrict historic or pre-historic religious or sacred uses within the potential impact area? (TRPA 20e)				**X**

5.4.20-1. Would the Project cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)? (CEQA XVIIIa)?

5.4.20-2. Would the Project cause a substantial adverse change in the significance of a tribal cultural resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? ***In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*** **(CEQA XVIIIb)**

5.4.20-3. Does the Project have the potential to cause a physical change which would affect unique ethnic cultural values? (TRPA 20d)

5.4.20-4. Will the Project restrict historic or pre-historic religious or sacred uses within the potential impact area? (TRPA 20e)

The proposed amendment does not alter regulations pertaining to cultural resources.

There is no evidence of intact, potentially significant Washoe cultural sites within the existing TCAP or proposed amendment area. Pursuant to AB 52, the City of South Lake Tahoe sent notification letters to the Ione Band of Miwok Indians, Washoe Tribe of California and Nevada, Shingle Springs Band of Miwok Indians, and the United Auburn Indian Community on December 14, 2021. To date, no response has been received.

Federal and state regulations, the TRPA Code (Chapter 67) and City General Plan policies address protection of cultural resources and provide processes to avoid or minimize impacts to such resources. Included in the existing Codes and policies are measures to identify cultural resources discovered during ground disturbing construction activities, and protect those deemed to be potentially eligible for the National Register or of unique ethnic value. Project development within the amendment area will be required compliant with federal and state regulations, TRPA Code and General Plan policies during project specific review, and therefore, would not alter or adversely affect tribal cultural resources.

See discussion and analysis for Questions 5.4.7-1, 5.4.7-4, and 5.4.7-5 above. Implementation of federal and state regulations, TRPA Code (Chapter 67), and General Plan policies address protection of historic, cultural, archaeological and paleontological resources and provide processes to avoid or mitigate impacts to these resources. Therefore, any development associated with the amendment would not result in a physical change that would affect unique ethnic cultural values.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21 Utilities and Service Systems (CEQA) and Utilities (TRPA)

This section presents the analysis for potential impacts to utilities and service systems. Table 5-21 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-21: Utilities and Service Systems

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.21-1. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects? (CEQA XIXa)				**X**
5.4.21-2. Have sufficient water supplies available to serve the and reasonably foreseeable future development during normal, dry, and multiple dry years? (CEQA XIXb)				**X**
5.4.21-3. Result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments? (CEQA XIXc)				**X**
5.4.21-4. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? (CEQA XIXd)				**X**
5.4.21-5. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? (CEQA XIXe)				**X**

TRPA Initial Environmental Checklist Item	Yes	No, With Mitigation	Data Insufficient	No
Except for planned improvements, will the proposal result in a need for new systems, or substantial alterations to the following utilities:				
5.4.21-6. Power or natural gas? (TRPA 16a)				**X**
5.4.21-7. Communication systems? (TRPA 16b)				**X**
5.4.21-8. Utilize additional water which amount will exceed the maximum permitted capacity of the service provider? (TRPA 16c)				**X**
5.4.21-9. Utilize additional sewage treatment capacity which amount will exceed the maximum permitted capacity of the sewage treatment provider? (TRPA 16d)				**X**
5.4.21-10. Storm water drainage? (TRPA 16e)				**X**
5.4.21-11. Solid waste and disposal? (TRPA 16f)				**X**

5.4.21-1. Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects? (CEQA XIXa)

Amendment of the project area would not require additional wastewater conveyance or treatment capacity. In the South Tahoe Public Utility District, existing average wastewater flow rates are little more than half of the total export capacity (see Table 5-22 below). Additionally, the area to be amended is already adjacent to developed urban land uses and connected to/served by the wastewater treatment system. Although total area available for multi-family residential development would increase with approval of the proposed TCAP amendments, the development would not substantially increase wastewater flow rates, thus, it is reasonable to assume that sufficient capacity would be available.

Furthermore, all development permitted by the TCAP would be required to comply with Section 32.5 (Waste Water Treatment Service) of the TRPA Code of Ordinances, which requires that all projects be served by facilities that provide treatment and export of wastewater from the Tahoe Region. Section 50.5.1(C.4) of the TRPA Code of Ordinances prohibits distribution of allocations to jurisdictions with insufficient wastewater capacity to support residential development.

Additionally, the project is required to meet the Basic Services and Facilities Standards contained in the TRPA Code of Ordinances. Therefore, implementation of the amendments and project would not cause sewage treatment capacity to exceed the permitted capacity of the service provider.

Table 5-22: Average Flow Rates and Total Capacity			
Export District	**Average Flow (mgd)**	**Total Capacity (mgd)**	**Average Remaining Capacity (mgd)**
South Tahoe Public Utility District	4.0	7.7	3.7
Source: STPUD 2015			

All redevelopment permitted though the TCAP would be required to meet TRPA BMP standards to reduce runoff and pollutant loading from impervious cover. As specified in Section 60.4.6 (Standard BMP Requirements) of the TRPA Code of Ordinances, except where special conditions exist and are approved by TRPA, infiltration facilities designed to accommodate the volume of runoff generated by a 20-year, one-hour storm are required for approval of all projects. Therefore, there would be no unplanned alterations or improvements to existing stormwater drainage systems associated with the amendment or development project.

See Questions 5.4.8-1-4 above that concludes that the available capacity would far exceed the demand generated at build-out of the TRPA Regional Plan; therefore, demand created by implementation of the amendments would not result in a need for new or altered power or natural gas systems.

The amendment area is currently served by telecommunications systems. The City Code requires any communication wires to be installed underground (Chapter 6.15 SLTCC). Project development is located within existing service areas for communication systems providers.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-2. Would the Project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years? (CEQA XIXb)

Implementation of the amendments and the subsequent residential development project could result in some increased demand for water supply resulting from increased population (up to 30 residents) in the amendment area. However, current surface water allocation to the Tahoe Region pursuant to the Truckee River Operating Agreement (TROA) is 34,000 acre feet/year (afy), and current Region-wide demand is approximately 28,079 afy (TRPA 2012, page 3.13.-11). Additional demand generated by the TRPA Regional Plan is approximately 1,725 afy which, given remaining water supply availability, could be accommodated with existing supplies. The increased density associated with this amendment is consistent with the Regional Plan. Thus, it is reasonable to assume that sufficient capacity would be available to accommodate development at the higher densities proposed for the amendment area.

Water service is provided by the South Tahoe Public Utility District. At present, the District provides service to 14,000 connections and has a 7 million gallon per day production capacity. Water is provided 100 percent from 13 groundwater wells. All drinking water is pumped from underground aquifers through an intricate system of wells and water booster stations interspersed through the service area. No water is taken from Lake Tahoe. To ensure that adequate amounts of water are delivered safely to homes and businesses, the system also maintains 23 tanks and 26 pressure-reducing underground valves. The District

provides water to over 13,000 homes and over 625 commercial and governmental sites, supplying more than 2.5 billion gallons of water annually.

Furthermore, project development permitted by the TCAP will be compliant with Section 32.4 (Water Service) of the TRPA Code of Ordinances, which requires that a project applicant demonstrate the availability of adequate water quantity and quality for both domestic consumption and fire protection prior to project approval. This is demonstrated at a project-level through the acquisition of a Will Serve Letter from the applicable water purveyor.

Additionally, the project structures will meet the Basic Services and Facilities Standards contained in the TRPA Code of Ordinances. Therefore, implementation of the TCAP amendment would not create water use in excess of the maximum permitted capacity of the service provider.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.21-3. Would the Project result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments? (CEQA XIXc)

Development under the TCAP is required to comply with Section 32.5 (Waste Water Treatment Service) of the TRPA Code of Ordinances, which requires that all projects be served by facilities that provide treatment and export of wastewater from the Tahoe Region. Section 50.4.1(C) of the TRPA Code of Ordinances prohibits distribution of allocations to jurisdictions with insufficient wastewater capacity to support residential development, and Section 13.10.7 of the TRPA Code of Ordinances requires demonstration of adequate sewer capacity prior to occupancy of a transferred unit (TRPA 2012a, page 3.13-16).

Wastewater would be collected and treated by the South Tahoe Public Utility District, who reports existing average wastewater flow rates are little more than half of the total export capacity (see Table 5-22 under question 5.4.21-1). The area surrounding the Project is already developed and connected to/served by the wastewater treatment system.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-4. Would the Project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? (CEQA XIXd)

As reported in the environmental documentation for the TCAP (2013), South Tahoe Refuse (STR) is under contract with the City to collect solid waste from area households and businesses as well as to process and transfer all solid waste for disposal or recycling. STR's main facility, which consists of a transfer station and materials recovery facility located at the transfer station, has a total permitted capacity of 370 tons per day, but currently receives approximately 275 tons per day. The remaining capacity of 95 tons per day is sufficient to serve the potential growth within the area proposed for amendment. Any additional staffing or equipment required to increase service to the area would be funded through the additional service rates that would be collected by STR from the new development. Solid waste is disposed of at the Lockwood Regional Landfill in Sparks, Nevada. This landfill has a total capacity of approximately 302 million cubic yards as a

result of recent expansion, currently contains 32.8 million cubic yards of waste and is not expected to reach capacity for over 100 years, with implementation of approved expansions (NDEP, 2013 and Washoe County, 2016).

Both the STR main facility and the Lockwood Regional Landfill have sufficient capacity to manage additional growth. Therefore, this impact is less than significant.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.21-5. Would the Project comply with federal, state, and local management and reduction statutes and regulations related to solid waste? (CEQA XIXe)

The Lockwood Regional Landfill receives solid waste generated within the City and has sufficient capacity to serve the needs as discussed in 5.4.21-4 above. Existing resource recovery operations provide recycling of various materials, including green waste and construction material, which further reduces the quantity of waste sent to the landfill pursuant to state law. All projects proposed within the TCAP are subject to TRPA Regional Plan Land Use Element Goal 5, Policy 1 Public Services Element Goal 3, Policy 2, requiring the transport of solid waste outside the Basin in compliance with California state laws and the City General Plan Policies PQP-3.3 and PQP-3.4 requiring determination of adequate public utilities and services, including solid waste capacity, prior to development approval. Thus, the proposed amendment complies with federal, state, and local statutes and regulations related to solid waste.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.21-6. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to power or natural gas? (TRPA 16a)

See Question 5.4.8-3 above that concludes that the available capacity would far exceed the demand generated at build-out of the TRPA Regional Plan; therefore, demand created by implementation of the amendment would not result in a need for new or altered power or natural gas systems.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-7. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to communication systems? (TRPA 16b)

Communication systems are not listed as a required basic service by TRPA Code of Ordinances; however, the City Code requires any communication wires to be installed underground (Chapter 6.15 SLTCC). Project connections would be located within existing right-of-way areas dedicated for communication systems providers.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.21-8. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to utilize additional water which amount will exceed the maximum permitted capacity of the service provider? (TRPA 16c)

See Questions 5.4.21-1 and 5.4.21-2 above that conclude additional capacity exists in the Tahoe Region and therefore a need for new systems, or substantial alterations to utilize additional water would not occur.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.21-9. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to utilize additional sewage treatment capacity which amount will exceed the maximum permitted capacity of the sewage treatment provider? (TRPA 16d)

See Questions 5.4.21-1 and 5.4.21-3 above, which conclude additional sewage capacity exists in the Tahoe Region and therefore a need for new systems, or substantial alterations to utilize additional treatment capacity would not occur.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.21-10. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to storm water drainage? (TRPA 16e)

See discussion and analysis for Question 5.4.21-1 above.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.21-11. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to solid waste and disposal? (TRPA 16f)

See discussion and analysis for Question 5.4.21-4 above.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.22 Wildfire (CEQA)

This section presents the analysis for potential impacts related to wildfire. Table 5-23 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-23: Wildfire

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
Is the Project located in or near state responsibility areas or lands classified as high fire hazard severity zones? Yes: X No:				
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
5.4.22-1. Substantially impair an adopted emergency response plan or emergency evacuation plan? (CEQA XXa)				**X**
5.4.22-2. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? (CEQA XXb)			**X**	
5.4.22-3. Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? (CEQA XXc)				**X**
5.4.22-4. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? (CEQA XXd)				**X**

5.4.22-1. Would the Project substantially impair an adopted emergency response plan or emergency evacuation plan? (CEQA XXa)

The project area is located entirely within the very high fire hazard severity zone as mapped by CAL FIRE (https://osfm.fire.ca.gov/media/5788/south_lake_tahoe.pdf).

See discussion and analysis for Questions 5.4.11-6, 5.4.11-9, and 5.4.17-1 above that conclude that implementation of the amendment will not impact emergency evacuation plans or access. The amendment does not include changes to roadways that would impair access and does not propose new public roadways. Likewise, the amendment does not propose new land uses or developments that would impair existing access. Redevelopment projects would be required to meet state and/or local requirements for roadway design to ensure emergency vehicles have appropriate access and turning radius for emergency response.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.22-2. Due to slope, prevailing winds, and other factors, would the Project exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? (CEQA XXb)

The amendment area is currently undeveloped and contains trees, some shrubs, and forest debris, with some SEZ vegetation. Although amending the area to TSC-MU zoning would allow for residential use within a larger area, the amendment would not expand the existing urban boundary per TRPA Code of Ordinances and the subsequent multi-family residential project development would not increase the risk of exposing people and structures to hazards involving wildland fires in wildland-urban interface areas due to applicable regulatory standards. The project is required to be consistent with and will implement state, regional, and local regulations designed to reduce the risk of wildfire (e.g., defensible space, building materials, fire flow requirements). All new structures are required to comply with the California Fire Code, which establishes minimum standards for materials and material assemblies to provide a reasonable level of exterior wildfire exposure protection for buildings in wildland-urban interface areas. Chapter 5.05 of the City Code contains fire regulations adopted to safeguard life and property from fire and explosion hazards. City General Plan policies require the use of fire-resistant materials, installation and maintenance of defensible space, and meeting fire flow requirements in new or rehabilitated structures. Plans for the proposed multi-family residential development document a 10 foot non-combustible zone around each home. Aerials document sparse vegetation on state owned lands immediately east of the proposed amendment parcel (proposed multi-family residential homes) which is consistent with guidance for the lean, clean and green zone which contains no continuous fuels that would enable a fire to burn up to the proposed structures. Implementation of these policies, in conjunction with the existing California Fire Code and City Code requirements would reduce impacts associated with wildland fires to a less than significant level.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None**.

5.4.22-3. Would the Project require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? (CEQA XXc)

See discussion and analysis for Question 5.4.22-2 above. The amendment area is surrounded by existing development, including public service infrastructure on the adjacent parcel. The proposed multi-family

residential development (6 units) is being proposed as Phase 2 of an already approved project (4 units) on the Former Colony Inn site (APN 029-441-004). Development includes extension of existing driveways, fuel breaks, utility lines, and water be constructed; however, such infrastructure would not be servicing new areas, but an extension to or connection to existing infrastructure. Utilities are required to be located below ground, and no increased fire risk would occur.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.22-4. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? (CEQA XXd)

See discussion and analysis for Questions 5.4.9-1, 5.4.9-8, 5.4.9-11, 5.4.9-13, and 5.4.12-3 above. As discussed above, the amendment area has a mild slope within an urbanized area. Downstream flooding or landslides following a fire would not occur. The amendment would not affect wildfire risk.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.23 Mandatory Findings of Significance

This section presents the analyses for mandatory findings of significance. Table 5-24 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-24: Mandatory Findings of Significance

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.23-1. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species, or eliminate important examples of the major periods of California history or prehistory? (CEQA XXIa)			**X**	
5.4.23-2. Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (CEQA XXIb)			**X**	
5.4.23-3. Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (CEQA XXIc)			**X**	
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.23-4. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish				**X**

population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California or Nevada history or prehistory? (TRPA 21a)				
5.4.23-5. Does the Project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time, while long-term impacts will endure well into the future.) (TRPA 21b)				**X**
5.4.23-6. Does the Project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environmental is significant?) (TRPA 21c)				**X**
5.4.23-7. Does the Project have environmental impacts which will cause substantial adverse effects on human being, either directly or indirectly? (TRPA 21d)				**X**

5.4.23-1. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species, or eliminate important examples of the major periods of California history or prehistory? (CEQA XXIa)

Fish and Aquatic Habitat

The TCAP amendments would not affect, alter, or revise any TRPA Regional Plan or City General Plan policies pertaining to the Shorezone and Lakezone, management of aquatic resources, or permitting of projects affecting these habitats. The TCAP amendments would permit development and redevelopment only in accordance with the TRPA Regional Plan and City General Plan, and any projects proposed within the plan area that could affect aquatic habitats would be subject to TRPA's existing regulations requiring

project-specific environmental review and development and implementation of project-specific measures for any significant effects on fish habitat as a condition of project approval. No such habitats exist within the project area for the multi-family residential development. This potential impact was analyzed in the RPU EIS and, with implementation of TRPA's existing policies and code provisions, found to be less than significant (TRPA 2012a). Construction activities could result in temporary increases in sedimentation and the release and exposure of construction-related contaminants. As under existing conditions, these impacts would be minimized and mitigated through construction BMPs and compensatory mitigation requirements as specified in TRPA and City policies and code provisions, and other applicable federal and state regulations.

Rare, Threatened, or Endangered Species and Communities

The TCAP amendments would not affect, alter, or revise TRPA Regional Plan policies regarding the protection of rare, endangered, or sensitive plant and animal communities. Compliance with all provisions in Chapter 67 of the TRPA Code of Ordinances is still required for all project review. Future development or redevelopment could only occur in accordance with the TRPA Regional Plan, City General Plan, and the existing TCAP, and any projects proposed within the amendment area that could affect sensitive plant or animal communities would be subject to TRPA's existing regulations requiring project-specific environmental review and development and implementation of project-specific measures for any significant effects on habitat as a condition of project approval. No such habitats exist within the project area for the multi-family residential development. This potential impact was analyzed in the RPU EIS and, with implementation of TRPA's existing code provisions and requirements, found to be less than significant (TRPA 2012a, page 3.10-50).

Cultural, Historical, and Archeological Resources

The TCAP amendments would not affect, alter, or revise TRPA Regional Plan policies regarding the protection of cultural, historical, or archeological resources. Compliance with Chapter 67 of the TRPA Code of Ordinances is still required for all project review. In addition, federal and state regulations address protection of these resources and provide mechanisms to minimize impacts. The amendment area was previously partially developed, leaving some potential for resources to persist in the area. The TCAP amendments would permit development or redevelopment only in accordance with the TRPA Regional Plan and the City General Plan, some of which could occur on properties with unknown buried resources. No such resources have been discovered within the project area for the multi-family residential development. During project construction, if any on-site buried cultural, historical, and archeological resources would be identified, construction would halt so the significance of the find could be determined, and appropriate mitigation implemented in accordance with federal, state, City, and TRPA regulations.

The adopted TCAP is consistent with the TRPA Regional Plan and City General Plan, which achieve environmental improvement and maintain environmental threshold carrying capacities. Since no changes to existing policies regarding habitats, special status plant or animal communities, or to cultural, historical, and archeological resources are proposed by the amendment, and federal, state, and TRPA protections are already in place, implementation of the proposed amendment would not result in the degradation of these resources.

Environmental Analysis: *Less than Significant Impact*.

Required Mitigation: **None**.

5.4.23-2. Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (CEQA XXIb)

The adopted TCAP is a collection of both short- and long-term goals, policies, and measures designed to guide the development of the plan area and support the Region in attaining environmental thresholds and other important objectives. These goals, policies, and measures are inherently cumulative in nature as they are applied over a long-term basis, for the planning area as a whole, and in compliance with City and TRPA goals, policies, measures, and thresholds. The TCAP amendments do not propose new policies or alterations to existing policies that would be cumulatively considerable. The rezone amendment allows for multi-family residential development to be spread out at less density on the combined parcel owned by the applicant, but essentially maintains the existing range of land use intensity and density (because of the proposed policy that limits density to no more than 4 units per acre), thereby restricting the potential for cumulatively considerable impacts. The area was previously partially developed, resulting in little cumulative impact potential should redevelopment occur in the future. The amendment does not propose any changes to the overall growth allowed in the Basin by the Regional Plan, nor would it cumulatively contribute to changes to the overall growth allowed when other projects or Area Plan amendments are considered.

Cumulative projects contemplated in the RPU EIS (TRPA 2012a) include Environmental Enhancement, Land Management Plans, TTD/TMPO projects and programs, and other development projects. These projects and programs also apply to the TCAP, and therefore, the proposed amendment area. Other probable future projects in the south shore vicinity include the TCAP and B/ATCP amendments to amend the TCAP boundary to incorporate the Beach Retreat and Lakeshore Lodge properties, affordable housing near the intersection of Pioneer Trail and Ski Run Blvd., the US 50 South Shore Community Revitalization Project (e.g., Loop Road), and Tahoe Douglas Visitor's Authority Tahoe South Events Center Project. If developed, the Beach Retreat and Lakeshore Lodge TCAP amendment would also increase potential density for multi-family housing as part of a future redevelopment of existing tourist land uses. Construction of the Loop Road project would reduce available housing supply and as such, the Tahoe Transportation District is actively looking for partners to implement housing development projects in the vicinity of the proposed Loop Road corridor. Construction of the South Tahoe Events Center would create new entertainment opportunities for residents, and visitors to the south shore but would not include any residential development.

Air Quality/GHG Emissions

As discussed in Questions 5.4.10-3 and 5.4.8-1, although multi-family development could occur on a parcel currently zoned Recreation, total development density would be unchanged from existing conditions because of the policy that limits density to no more than 4 units per acre. The multi-family residential development is a localized impact and would not contribute to any increase in overall growth or associated greenhouse gas (GHG) emissions beyond what was considered in the Regional Plan or City General Plan. The location of the additional multi-family residential units in the amendment area is within close proximity to transit, jobs, and services is likely to result in reduced trips and trips lengths and lowered GHG compared to development occurring further from a Town Center Area. Therefore this development is consistent with the Regional Plan and City General Plan and is not anticipated to contribute to an increase in overall GHG emission that would cumulatively contribute to global climate change. The City General Plan EIR identified significant GHG emissions impacts and the City adopted mitigation measures to address this issue, which remain in effect. The TCAP amendments would not interfere with implementation of these measures, GHG reduction targets, or GHG emissions reduction strategies. Because development and potential population increases associated with this and other pending amendments (i.e., TCAP Beach Retreat) must be consistent

with the regional growth management system allowed by the Regional Plan and focus on bringing additional density to centers where GHG emissions will be lower compared to development allowed outside of centers, it is not anticipated to contribute considerably to global climate change and the impact is less than significant.

Traffic

The TCAP rezone amendment would not affect, alter, revise or conflict with applicable plans, ordinances or policies establishing the measures of effectiveness for the performance of the circulation system. Due to the existing development within and surrounding the amendment area, there is no potential for significant traffic increases, particularly with the presence of nearby transit stops. Redevelopment could increase land use density, and thereby increase vehicle trips however, the area is small and the number of units that could be developed is not substantial enough to result in a significant traffic increase. Increases in vehicle trips associated with redevelopment at the proposed density limits would not be significant. Consistent with the Regional Plan, individual redevelopment projects in the TCAP that would generate a net increase of 200 daily vehicle trips or more would be required to prepare a project-level traffic analyses in accordance with Sections 65.2.4.B and 65.2.5.B of the TRPA Code. The proposed 10 unit multi-family residential project would generate up to 80 new daily vehicle trips. For any new trips that are generated (regardless of whether a traffic analysis is completed), TRPA requires an applicant to offset the potential regional traffic and air quality effects of the new trips by requiring an applicant either to: (1) contribute to the Air Quality Mitigation Fund, or (2) implement regional and cumulative mitigation measures equivalent or greater in cost than the calculated Air Quality Mitigation Fee.

Water Quality

Redevelopment within the area would be required to meet existing BMP standards to control potential increases in stormwater runoff and pollutant loading onsite. Except where special conditions exist and are approved by TRPA, infiltration facilities designed to accommodate the volume of runoff generated by a 20-year 1-hour storm are required for approval of all projects within the Tahoe Basin (TRPA Code Ordinances, Section 60.4.6). The Project includes stormwater facilities to collect and treat the 20-year, 1-hour storm event. Therefore, the Project plus other new development within the TCAP is not expected to cumulatively create or contribute additional runoff that would exceed the capacity of existing or planned stormwater drainage system.

Cultural Resources

Because federal and state regulations, the TRPA Code of Ordinances (Chapter 67), and City General Plan policies address protection of these resources and provide processes to avoid or minimize impacts to historic and archaeological resources, the amendment area contains no known resources, and any redevelopment would be required to comply with federal and state regulations, TRPA Code of Ordinances and the City General Plan policies during project specific review, the amendments would not contribute to an adverse cumulative effect on archeological or historical resources.

Noise

The TCAP amendments would not alter noise policies and the existing maximum CNEL levels and Regional Plan and General Plan noise policies would continue to be applied. Given the small number of potential additional units and traffic from proposed multi-family residential development, no notable increase in noise would occur. Therefore, the amendment would not create a significant noise level increase. For these reasons, the proposed rezone amendment would not contribute to an adverse cumulative increase in noise levels.

Geologic Hazards

The proposed amendments would not alter any policies regarding geologic resources or hazards. Because existing TRPA and City protections are in place, and project-specific environmental review is required for the multi-family residential development project, implementation of the proposed amendments would not result in increased exposure of people or property to geologic hazards. Project land coverage would use land coverage banked from the removal of the Former Colony Inn.

Scenic Resources

As discussed in the analysis, the amendment would alter the allowable maximum height standards and density limits for multi-family dwellings within parcels composing the amendment area; however, the proposal to construct three-story residential units and limit the density to no more than 4 units per acre would minimize impacts from urban development on the forested site. The Project area is not adjacent to any scenic threshold site, nor visible from offsite scenic resources. The existing TCAP scenic protections would not be altered, and all permitted projects would still be required to meet the TRPA scenic threshold non-degradation standard. Therefore, the TCAP amendment would not contribute to an adverse cumulative effect on scenic resources.

Recreation

The TCAP protects existing recreational resources and provides for the development of increased recreation opportunities through the construction of trailheads, bike paths and lanes, and the TCAP amendments would not alter these planned improvements. No restrictions to access on public lands or new limitations on recreational resources is proposed by the amendments.

Implementation of the proposed amendments would be consistent with policies contemplated and analyzed in the General Plan EIR, from which this analysis tiers, including their potential to contribute to cumulative environmental effects. The General Plan EIR identified resources with localized cumulative issues such as traffic, water quality, cultural resources, noise, geologic hazards, and scenic impacts, which were analyzed in the TCAP IS/IEC and this IS/IEC and were not found to have adverse cumulative effects. Therefore, implementation of the proposed amendments would not result in a considerable contribution to cumulative adverse conditions.

Public Services and Utilities

The same service and utility providers provide service to the two parcels regardless of whether they are currently zoned mixed-use or Recreation. Therefore, rezoning the parcel from the Recreation to Mixed-Use District within the existing TCAP Town Center boundary does not alter demand on services or capacity.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.23-3. Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (CEQA XIXc)

As described above, projects permitted under the amendment would require project-level environmental review and would be required to comply with applicable TRPA, federal, state, and City regulations, including protections for human health and safety. The area is urbanized and already partially developed

and the potential for new impacts is low. Therefore, implementation of the amendments would not create a substantial direct or indirect adverse effect on human beings.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.23-4. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California or Nevada history or prehistory? (TRPA 21a)

See analysis in Question 5.4.23-1 that concludes implementation of the proposed amendments would not degrade the quality of the environment, reduce habitat of a fish population, threaten or eliminate a plant or animal community or eliminate important examples of a major period of California or Nevada history or prehistory.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.23-5. Does the Project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (TRPA 21b)

The TCAP implements the TRPA Regional Plan's policies, ordinances, and land use controls designed specifically to achieve long-term environmental goals, and the City's policies, ordinances, and land use controls which are also designed to achieve long-term goals and guide City development over a period of decades. The TCAP implements these policies, which promote concentrating development and redevelopment in urban centers, such as the Mixed-Use District, combined with transfer of land coverage and development rights from sensitive lands and lands more distant from community center, and restoration of those areas (TRPA 2012a). The proposed amendments would not alter this long-term goal, nor does it propose changes to land use or design that would be substantially different from what is currently allowed or that achieve a short-term goal at the expense of long-range planning for the area. While short-term impacts could occur during redevelopment activities, redevelopment projects have the potential to achieve long-term goals, such as increased affordable housing units.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.23-6. Does the Project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environmental is significant?) (TRPA 21c)

See discussion and analysis for Question 5.4.23-2 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.23-7. Does the Project have environmental impacts which will cause substantial adverse effects on human being, either directly or indirectly? (TRPA 21d)

See discussion and analysis for Question 5.4.23-3 above.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.5 CERTIFICATION [TRPA ONLY]

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Tahoe Regional Planning Agency	Date

5.6 REFERENCES

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APPENDIX A LSC TECHNICAL TRAFFIC MEMORANDUM

LSC TRANSPORTATION CONSULTANTS, INC.

2690 Lake Forest Road, Suite C
P. O. Box 5875
Tahoe City, CA 96145
(530) 583-4053
FAX (530) 583-5966
Email: lsc@lsctahoe.com
Website: www.lsctrans.com

July 8, 2019

Michael Wischmeyer, CEO
HVR Acquisitions LLC
PO Box 803
Zephyr Cove, NV 89448

RE: Old Colony Inn Residential Development—
Trip Generation Analysis

Dear Mr. Wischmeyer:

Per your request, LSC Transportation Consultants, Inc. has prepared a trip generation analysis for the potential housing development at the old Colony Inn site in South Lake Tahoe. The site is located on Montreal Road between Heavenly Village Way and Fern Road behind the Raley's shopping area. As the project is under the TRPA's 200 trips per day threshold, only a trip generation letter is needed, rather than a full traffic study.

The proposed project would consist of 4 duplex units, 12 single family units and 1 unit over the garage as shown in the attached site plan. This report provides the number of trips generated by the project based on standard rates and then a reduction for non-auto trips will be considered.

Trip Generation

Trip generation evaluates the number of vehicle trips that would be generated by the proposed project. Standard trip rate are provided in the Tahoe Regional Planning Agency's (TRPA) *Trip Table* (TRPA, 2019) and in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 10th Edition* (ITE, 2017). These standard rates are shown in Table 1 along with the proposed number of units.

Non-Auto Reduction

The project area has a significant volume of non-motorized transportation due to the nearby destinations, flat topography and presence of pedestrian and bicycle amenities. Available survey data was reviewed to identify non-auto travel mode reduction factors. Based on TPRA travel surveys conducted in the summer of 2018, the non-automotive trip percentage of similar land uses (permanent and second homes, and vacation rentals such as Airbnb) in the Stateline area is 37 percent. This data includes 59 surveys, which satisfies the TRPA's minimum requirement for

estimating non-auto reductions of 50 surveys. The majority of these non-auto trips are made by walking, as the site is within a convenient walking distance of Village Shopping Center, the Heavenly gondola area, bus stop, many restaurants, etc. Due to the lack of connection to the nearby pedestrian walkways and sidewalks and the large square footage of most of the proposed homes, the non-auto access is assumed to be slightly lower at 30 percent as shown in Table 1.

By applying the trip generation rates and the non-auto reduction, the resulting estimated trip generation at the site driveways is calculated to be 112 daily trips and 11 PM peak hour trips (7 inbound and 4 outbound), as shown in Table 1.

▲ ▲ ▲

Please contact our office with any comments or questions pertaining to this analysis.

Respectfully Submitted,

LSC TRANSPORTATION CONSULTANTS, INC.

By: Leslie Suen
Leslie Suen, PE, Engineer

Enclosed: Site Plan, Table 1

Table 1: Old Colony Inn Trip Generation

Description	Quantity	Units	ITE Land Use Category	Trip Generation Rates				Reduction for Non-Auto Access	External Trip Generation at Site Driveways			
				Daily	PM Peak Hour				Daily	PM Peak Hour		
					In	Out	Total			In	Out	Total
Single Family Residence	12	DU	Single-Family (ITE 210)	9.54	0.62	0.37	0.99	30%	80	5	3	8
Duplex	4	DU	Single-Family (ITE 210)	9.54	0.62	0.37	0.99	30%	27	2	1	3
Over Garage Apartment	1	DU	Multi-Family (ITE 220)	7.32	0.35	0.21	0.56	30%	5	0	0	0
Total	**17**	**DU**							**112**	**7**	**4**	**11**

DU = Dwelling Unit

Source: LSC Transportation Consultants, Inc., Tahoe Regional Planning Agency (TRPA), and Institute of Transportation Engineers Trip Generation (10th Edition)

Resolution 2024-XX

Adopted by the City of South Lake Tahoe
City Council

April 23, 2024

DENYING THE TOURIST CORE AREA PLAN/SPECIFIC PLAN AMENDMENTS

BACKGROUND

A. The Tourist Core Area Plan/Specific Plan was adopted by the City of South Lake Tahoe City Council on October 15, 2013 (Ordinance 2013-1060).

B. The City received an application from HVR Acquisitions to amend the Tourist Core Area Plan to rezone a portion of APN 029-441-024 to Tourist Center Mixed-Use District and limit uses to residential, liner public facilities, recreation, resource management, and open space uses.

C. In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15070, the City of South Lake has prepared an Initial Study/Negative Declaration for the Tourist Core Area Plan/Specific Plan Amendments in compliance with CEQA.

D. In accordance with Government Code Section 65352, the City prepared a Notice of Availability and Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration for the proposed Tourist Core Area Plan/Specific Plan Amendments and circulated the Initial Study/Mitigated Negative Declaration for public comment between January 19, 2024, and February 26, 2024.

E. Pursuant to California Government Code Section 65453, a specific plan may be prepared and adopted by resolution or by ordinance and may be amended as often as deemed necessary by the legislative body.

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

1. Denies the proposed Tourist Core Area Plan/Specific Plan Amendments.

Adopted by the City of South Lake Tahoe City Council on April 23, 2024, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Cody Bass, Mayor

Attest:

_____
Susan Blankenship, Elected City Clerk

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

Resolution 2024-005

Adopted by the City of South Lake Tahoe
Planning Commission

March 21, 2024

ADOPT THE TOURIST CORE AREA PLAN/SPECIFIC PLAN AMENDMENTS INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

BACKGROUND

A. The Tourist Core Area Plan/Specific Plan was adopted by the City of South Lake Tahoe City Council on October 15, 2013 (Ordinance 2013-1060).

B. The City received an application from HVR Acquisitions to amend the Tourist Core Area Plan to rezone a portion of APN 029-441-024 to Tourist Center Mixed-Use District and limit uses to residential, liner public facilities, recreation, resource management, and open space uses.

C. In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15070, the City of South Lake Tahoe has prepared an Initial Study/Negative Declaration for the Tourist Core Area Plan/Specific Plan Amendments in compliance with CEQA.

D. In accordance with Government Code Section 65352, the City prepared a Notice of Availability and Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration for the proposed Tourist Core Area Plan/Specific Plan Amendments and circulated the Initial Study/Mitigated Negative Declaration for public comment between January 19, 2024, and February 26, 2024.

E. Pursuant to California Government Code Section 65453, a specific plan may be prepared and adopted by resolution or by ordinance and may be amended as often as deemed necessary by the legislative body.

F. The City of South Lake Tahoe Planning Commission took public comments on the proposed amendments and Initial Study/Mitigated Negative Declaration at their February 22, 2024 meeting.

G. The City of South Lake Tahoe Planning Commission has reviewed and considered the Initial Studay/Mitigated Negative Declaration at a duly noticed public hearing held on March 21, 2024.

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

1. Finds the Initial Study/Mitigated Negative Declaration reflects the City's independent judgment and analysis.
2. Finds there is no substantial evidence that the proposed Tourist Core Area Plan/Specific Plan Amendments will have a significant effect on the environment with mitigation measure Mitigation Measure TRAN-1 which requires the property owner to enter into an agreement for offsite parking or submit a parking analysis that supports a reduction in the parking demand ratio.
3. Finds the foregoing recitals are true and correct and are made part of this resolution.
4. Adopts the Tourist Core Area Plan/Specific Plan Amendments Initial Study/Mitigated Negative Declaration.

Adopted by the City of South Lake Tahoe Planning Commission on March 21, 2024, by the following vote:

Yes: Wieczorek, Howard, Lucksinger
Absent (recused): Feiger, Realo

Natalia Wieczorek (Mar 26, 2024 23:14 PDT)

Natalia Wieczorek, Chair

Date: Mar 26, 2024

Attest:

Susan Blankenship (Mar 26, 2024 09:53 PDT)

Susan Blankenship, Elected City Clerk

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

Resolution 2024-005_TCAP ISMND Adoption

Final Audit Report 2024-03-27

Created:	2024-03-26
By:	Yvette Miranda (ymiranda@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9JzSx3qgCLXFrLcBPGtrr5Ao042chxRz

"Resolution 2024-005_TCAP ISMND Adoption" History

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Signer nwieczorek@cityofslt.us entered name at signing as Natalia Wieczorek
2024-03-27 - 6:14:48 AM GMT

Document e-signed by Natalia Wieczorek (nwieczorek@cityofslt.us)
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Agreement completed.
2024-03-27 - 6:14:50 AM GMT

Resolution 2024-006

Adopted by the City of South Lake Tahoe
Planning Commission

March 21, 2024

RECOMMENDING THE CITY COUNCIL ADOPT THE TOURIST CORE AREA PLAN/SPECIFIC PLAN AMENDMENTS

BACKGROUND

A. The Tourist Core Area Plan/Specific Plan was adopted by the City of South Lake Tahoe City Council on October 15, 2013 (Ordinance 2013-1060).

B. The City received an application from HVR Acquisitions to amend the Tourist Core Area Plan to rezone a portion of APN 029-441-024 to Tourist Center Mixed-Use District and limit uses to residential, liner public facilities, recreation, resource management, and open space uses.

C. In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15070, the City of South Lake Tahoe has prepared an Initial Study/Negative Declaration for the Tourist Core Area Plan/Specific Plan Amendments in compliance with CEQA.

D. In accordance with Government Code Section 65352, the City prepared a Notice of Availability and Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration for the proposed Tourist Core Area Plan/Specific Plan Amendments and circulated the Initial Study/Mitigated Negative Declaration for public comment between January 19, 2024, and February 26, 2024.

E. Pursuant to California Government Code Section 65453, a specific plan may be prepared and adopted by resolution or by ordinance and may be amended as often as deemed necessary by the legislative body.

F. The City of South Lake Tahoe Planning Commission took public comments on the proposed amendments and Initial Study/Mitigated Negative Declaration at their February 22, 2024 meeting.

G. The City of South Lake Tahoe Planning Commission, at a duly noticed public hearing held on March 21, 2024, considered the proposed amendments and found 1) the Initial Study/Mitigated Negative Declaration reflects the City's independent judgment and analysis, 2) there is no substantial evidence that the proposed Tourist Core Area Plan/Specific Plan Amendments will have a significant effect on the environment with mitigation measure Mitigation Measure TRAN-1 which requires the property owner to enter into an agreement for offsite parking or submit a parking analysis that supports a reduction in the parking demand ratio, and 3) adopted the Tourist Core Area Plan/Specific Plan Amendments Initial Study/Mitigated Negative Declaration.

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

1. Recommends City Council adopt the Tourist Core Area Plan/Specific Plan Amendments as outlined in Exhibit 1 to this resolution.

Adopted by the City of South Lake Tahoe Planning Commission on March 21, 2024, by the following vote:

Yes: Wieczorek, Howard, Lucksinger
Absent (recused): Feiger, Realo

Natalia Wieczorek (Mar 26, 2024 23:15 PDT)
Natalia Wieczorek, Chair

Date: Mar 26, 2024

Attest:

Susan Blankenship (Mar 26, 2024 09:53 PDT)
Susan Blankenship, Elected City Clerk

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

EXHIBIT 1 - EXISTING CONDITIONS

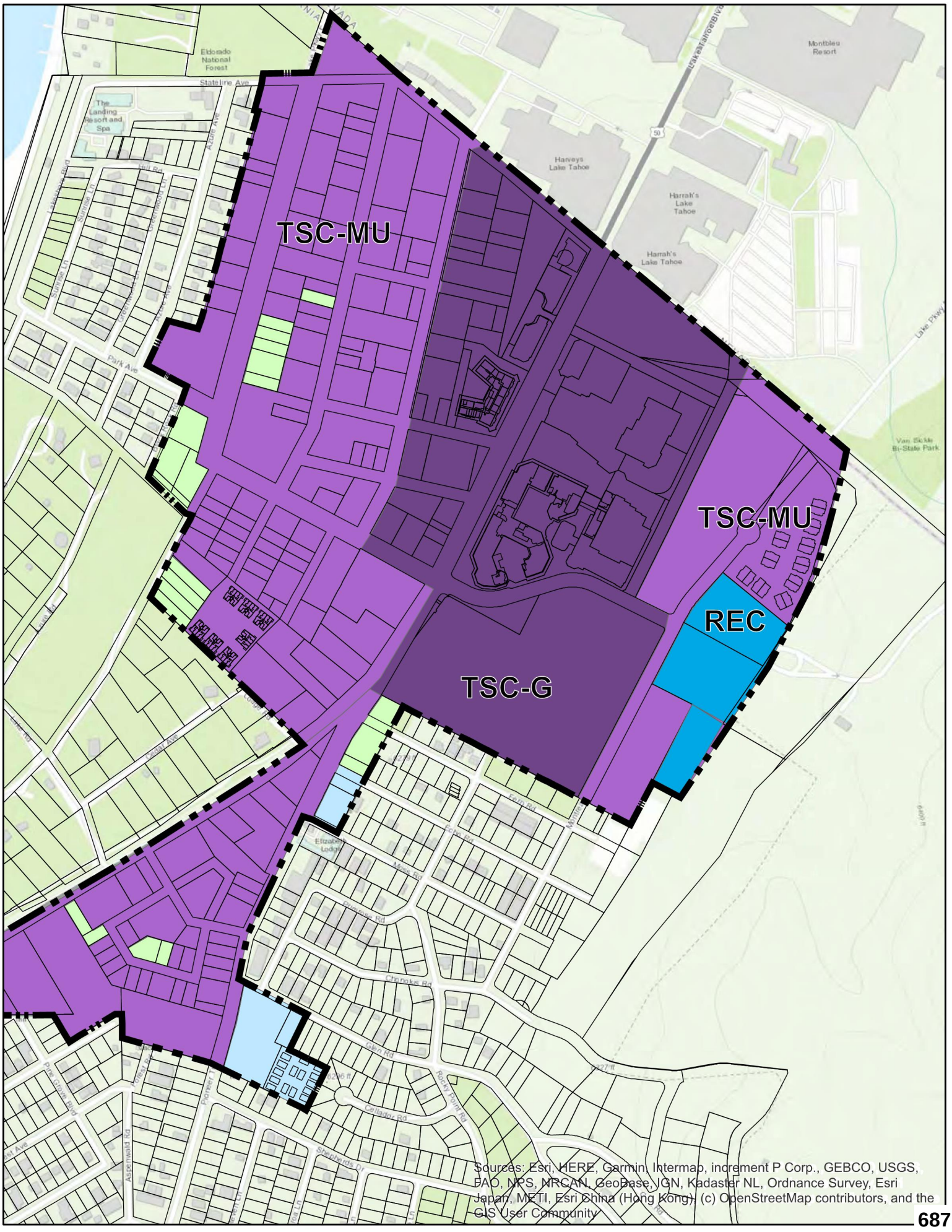
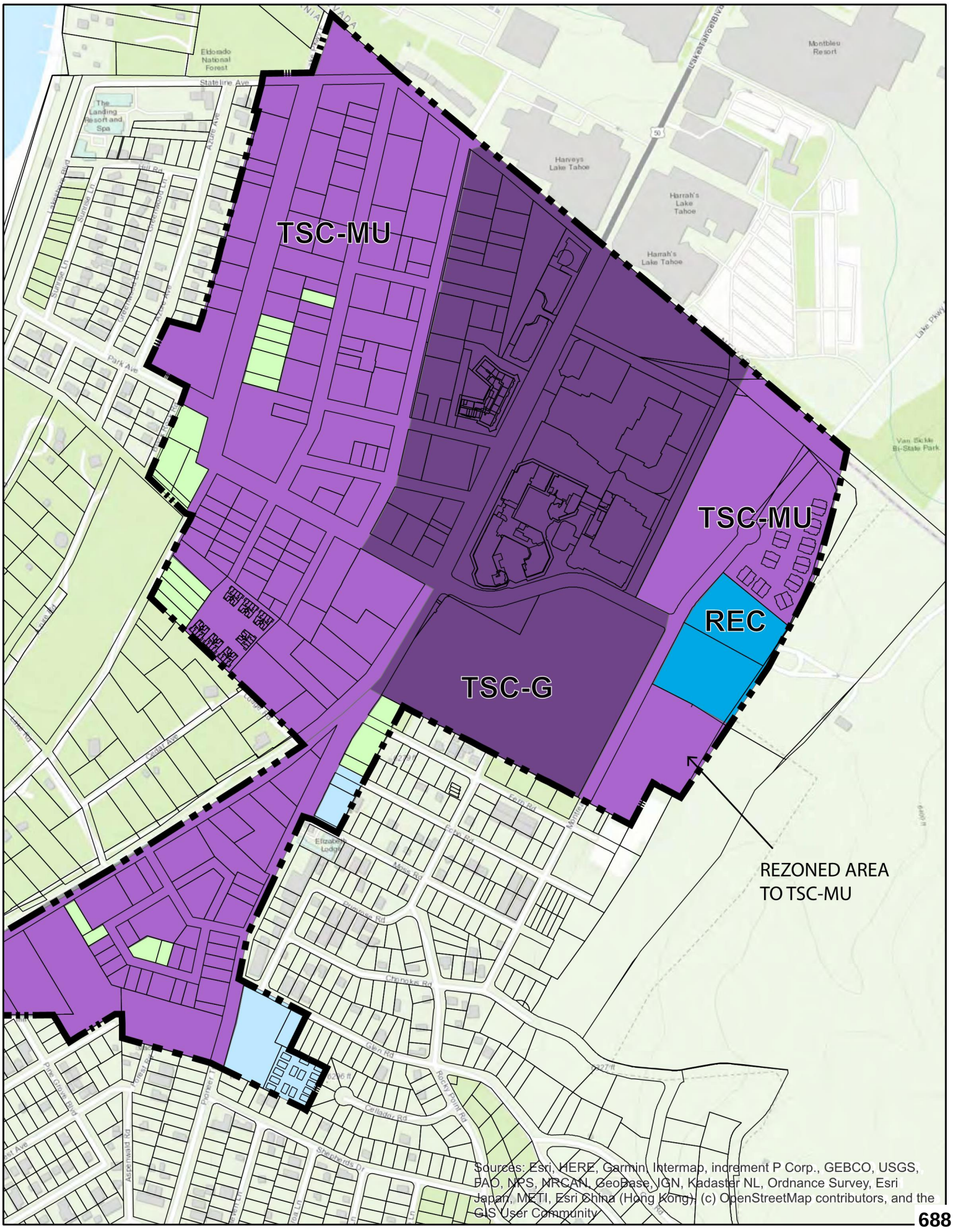


EXHIBIT 1 - PROPOSED CONDITIONS



Appendix C
Development and Design Standards

This section sets out the development standards, design standards and permissible uses for the land use districts in the Tourist Core Area Plan to achieve its desired urban form.

Applicability: All projects within the Tourist Core Area Plan shall meet the standards provided below. In addition, all projects are required to meet the Citywide Design Standards as well when applicable. Should a conflict occur between the Citywide standards and the Tourist Core Area Plan standards, the standards of this Area Plan shall apply. All regulations in the TRPA Code of Ordinances shall remain in effect unless superseded by the provisions of this Area Plan.

PERMISSIBLE USES

Table 1 lists the permitted primary land uses by district for the Tourist Core Area Plan and land use definitions are provided in Table 2. The regulations for the district are established by letter designations listed below. The designations apply strictly to the permissibility of land uses; applications for buildings or structures may require discretionary review. Uses not listed in the Table are prohibited.

(A) designates allowed uses subject to zoning compliance. An allowed use is one that can be established as the primary use of a building.

(S) designates uses that are permitted subject to approval of a Special Use Permit. A Special Use Permit requires discretionary approval by the City Planning Commission or Zoning Administrator following review and a determination that the nature of the proposed use, at the location proposed, is not detrimental to the public welfare or injurious to property or improvements in the neighborhood. To obtain a special use permit, the applicant must generally show that the contemplated use is compatible with the zoning ordinance and land use standards. Findings that such use would be essential or desirable to the public convenience or welfare, and will not impair the integrity and character of the zoned district or be detrimental to the public health, safety, morals or welfare are required.

(TRPA) designates uses that require TRPA review and permitting

(-) designates uses that are not permitted.

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
RESIDENTIAL								
Domestic Animal Raising	-	-	-	-	-	-	S	-
Employee Housing	S	S	A	S	S	S	A	
Multiple Family Dwelling	A	A	A	A	A	A	-	-
Multi-Person Dwelling	S	S	S	S	S	S	-	-
Single Family Dwelling (includes condominiums)	A8	A	A	A	A	A	S1	-
TOURIST ACCOMMODATION								
Bed & Breakfast Facilities	-	A13	A9	S	A	A	-	-
Hotel, Motel, Other Transient Dwelling Units	A	A13	A9	S	A	A	-	-
Time Sharing	A	A13	A9	S	S	A	-	-
RETAIL COMMERCIAL								
General Retail and Personal Services	A	A13	A9	S	A	A	-	-
Building Material & Hardware	S6	-	-	-	-	S	-	-
Nursery	-	-	A9	-	-	S	-	-
Outdoor Retail Sales	A	-	S9	-	-	S	-	-
Eating & Drinking Places	A	S13	A9	S	A	A	-	-
Service Stations[11]	S	S13	-	-	S	S	-	-
ENTERTAIMENT COMMERCIAL								
Amusement & Recreation	S	S13	-	-	-	A	-	-
Privately Owned Assembly and Entertainment	S	S	-	-	-	S	S	-
Outdoor Amusements	-	S	S	-	S	S	S	-
SERVICE COMMERCIAL								
Animal Husbandry Services	-	-	-	-	-	A	-	-
Business Support Services	A7	S13	S9	-	S	A	-	-
Health Care Services	A2,5		A9	-	A	A	-	-
Professional Offices	A3,4	A13	A9	A	A	A	-	-
Schools – Business & Vocational	S	-	S9	-	A	A	-	-
LIGHT INDUSTRIAL COMMERCIAL								
Small Scale Manufacturing	S	S13	S9	S	-	S12	-	-
Industrial Services[11]	-	-	-	-	-	S12	-	-
WHOLESALE/STORAGE COMMERCIAL								
Vehicle Storage & Parking[11]	S	S13	S9	S	S	S	-	-
Wholesale and Distribution	-	-	-	-	-	S12		
GENERAL PUBLIC SERVICE								
Religious Assembly	-	S	S9	-	S	A	-	-
Cultural Facilities	S	S13	S9	-	S	A	-	-
Daycare Centers/Preschool	A	A13	A10	A	A	A	-	-
Government Offices	-	-	A9	-	-	S	-	-
Local Assembly & Entertainment	S	S	-	-	-	S	-	-
Local Public Health and Safety Facilities[11]	A	A	A	A	A	A	A	A

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
Public Owned Assembly & Entertainment	S	S	-	-	-	-	S	
Public Utility Centers[11]	-	S13	-	-	-	-	-	-
Social Service Organizations	-	-	A9	-	A	A	-	-
LINEAR PUBLIC FACILITIES								
Pipelines & Power Transmission	S	S	S	S	S	S	S	S
Transit Stations & Terminals	S	S	S	S	S	S	S	S
Transportation Routes	S	S	S	S	S	S	S	S
Transmission & Receiving Facilities	S	S	S	S	S	S	S	S
RECREATION								
Cross Country Ski Courses	-	-	-	-	-	-	S	-
Day Use Areas	A	A	A	A	A	A	A	A
Group Facilities	-	-	-	-	-	-	S	-
Outdoor Recreation Concessions	-	-	-	-	S	S	-	-
Participant Sport Facilities	S	-	-	-	-	-	-	-
Riding and Hiking Trails	-	-	-	-	-	S	S	-
Rural Sports	-	-	-	-	-	S	S	-
Snowmobile Courses	-	-	-	-	-	S	S	-
Visitor Information Centers	S	S	-	-	S	-	-	-
RESOURCE MANAGEMENT								
Forest and Timber Resource Management	A	A	A	A	A	A	A	A
Vegetation Resource Management	A	A	A	A	A	A	A	A
Water Quality Improvements and Watershed Management	A	A	A	A	A	A	A	A
Wildlife and Fisheries Resource Management	A	A	A	A	A	A	A	A
Range Management	-	-	-	-	-	-	A	-
OPEN SPACE								
Allowed in all areas of the Region	A	A	A	A	A	A	A	A
SHOREZONE								
(Tolerance Districts 1 and 4)								
Water Oriented Outdoor Recreation Concession	-	-	-	-	TRPA-A	TRPA-A	-	-
Beach Recreation	-	-	-	-	TRPA-A	TRPA-A	-	-
Water Borne Transit	-	-	-	-	TRPA-S	TRPA-S	-	-
Boat Launching Facilities	-	-	-	-	TRPA-S	TRPA-S	-	-
Tour Boat Operations	-	-	-	-	TRPA-S	TRPA-S	-	-
Safety and Navigation Devices	-	-	-	-	TRPA-A	TRPA-A	-	-
(Shorezone Tolerance District 4)								

Table 1: PERMITTED USES BY LAND USE DISTRICT								
Permitted Uses Key: "A" – Allowed Use "S" – Special Use "T" – Temporary Use "TRPA" – TRPA Review Required "-" – Use Not Permitted	TSC-C	TSC-MU	TSC-MUC	TSC-NMX	TSC-G	TSC-G Special Area #1	REC	OS
Marinas	-	-	-	-	TRPA-S	TRPA-S	-	-
Buoys	-	-	-	-	TRPA-A	TRPA-A	-	-
Piers	-	-	-	-	TRPA-S	TRPA-S	-	-
Fences	-	-	-	-	TRPA-S	TRPA-S	-	-
Boat Ramps	-	-	-	-	TRPA-S	TRPA-S	-	-
Floating Docks and Platforms	-	-	-	-	TRPA-S	TRPA-S	-	-
Shoreline Protective Devices	-	-	-	-	TRPA-S	TRPA-S	-	-
Water Intake Lines	-	-	-	-	TRPA-A	TRPA-A	-	-

Note: In the Regional Center all residential projects equal to or exceeding 100,000 square feet of new floor area or non-residential projects equal to or exceeding 80,000 square feet of new floor area require TRPA review and approval. In the Town Center all residential projects equal to or exceeding 50,000 square feet of new floor area or non-residential projects equal to or exceeding 40,000 square feet of new floor area require TRPA review and approval.

1. Caretaker Residence Only
2. All Health Care Services are allowed except emergency outpatient or urgent care facilities which shall only be considered along Heavenly Village Way, formerly Park Avenue.
3. Allow Realty Offices within the district and limit financial services to ATMs.
4. Allow consideration for placement of Realty Offices within the district, and only when operated in conjunction with approved Park Avenue Redevelopment fractional ownership tourist accommodation projects. Such use shall occupy no more than five percent (5%) of the commercial floor area with any project area within the district.
5. All Health Care Services uses permissible throughout special district; provided that any Health Care Services uses proposed to front on either side of US Highway 50 and/or the intersections of Heavenly Village Way (formerly Park Avenue) and Stateline Avenue are limited to second floor or higher. See TRPA Ordinance 2009-05 Exhibit 2 for specific limitation locations.
6. Outdoor storage and display is prohibited.
7. Shall not front on US Highway 50.
8. Condominiums only.
9. Use not permitted in Special Area #1, which comprises of APNs 028-081-02, 028-081-04 & 028-081-15.
10. Daycare center allowed as an accessory use.
11. Land use category is identified in TRPA Code Section 60.3 as a "possible contaminating activity." Triggering special requirements pursuant to TRPA Code Section 60.4 if located within a Source Water Protection Zone.
12. Use only allowed in connection with a retail commercial use where it will enhance the visitor experience and is limited in size to 30% of the associated retail space.
13. **Uses not permitted in APN 029-441-024**

Resolution 2024-006_TCAP Recommend Adoption

Final Audit Report 2024-03-27

Created:	2024-03-26
By:	Yvette Miranda (ymiranda@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoayqxMbZ3xGLexalBVWKT15FCi9ePz1L

"Resolution 2024-006_TCAP Recommend Adoption" History

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2024-03-26 - 4:45:56 PM GMT

Email viewed by Susan Blankenship (sblankenship@cityofslt.us)
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Signature Date: 2024-03-26 - 4:53:23 PM GMT - Time Source: server

Document emailed to nwieczorek@cityofslt.us for signature
2024-03-26 - 4:53:25 PM GMT

Email viewed by nwieczorek@cityofslt.us
2024-03-27 - 6:14:56 AM GMT

Signer nwieczorek@cityofslt.us entered name at signing as Natalia Wieczorek
2024-03-27 - 6:15:11 AM GMT

Document e-signed by Natalia Wieczorek (nwieczorek@cityofslt.us)
Signature Date: 2024-03-27 - 6:15:13 AM GMT - Time Source: server

Agreement completed.
2024-03-27 - 6:15:13 AM GMT

NOTICE OF A PUBLIC HEARING CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on April 23, 2024 at 5:30 p.m., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

• Tourist Core Area Plan/Specific Plan Amendments Adoption

Summary: The City Council will be considering the adoption of the proposed Tourist Core Area Plan/Specific Plan Amendments. The proposed amendment would rezone a a portion of APN 029-441-024 from Recreation (Rec) to Tourist Center Mixed-Use (TSC-MU), (John Hitchcock, jhitchcock@cityofslt.us).

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City's website www.cityofslt.us or by contacting the City Clerk.

Published: April 12, 2024

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #: 15

Agenda Item: Update on Parking Restrictions in Heavenly Valley Neighborhoods, Heavenly Parking Agreement, and Heavenly Area Annexation

Executive Summary: On November 21, 2023, City Council voted 5-0 to approve the amended parking agreement with Heavenly Mountain Resort. At that time, Councilmember Robbins requested that City staff bring an update on how the Parking Agreement worked in the 2023-2024 ski season and on the status of the Heavenly area annexation no later than the end of May 2024. For the 2023/2024 season, the City also implemented a neighborhood parking program in the Heavenly Valley neighborhood and an update on that program is also included in this item. Feedback from the City Police Department, City Public Works Department and Heavenly Mountain Resort staff is that the neighborhood parking program, parking management and traffic safety measures implemented this winter have been effective at reducing traffic issues, congestion and vehicle accidents. Heavenly met its obligations of the parking agreement through the 2023/2024 winter season. Staff is recommending some minor modifications to on-street parking zones in the Heavenly Valley neighborhood based on feedback from residents.

Requested Action / Suggested Motions: 1) Receive updates; and 2) Pass a Resolution replacing Resolution 2023-104 to amend the seasonal or permanent no parking restrictions on certain streets in the Heavenly Valley Neighborhood.

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
02-Resolution 2023-104 Revisions to Heavenly Valley Neighborhood Traffic and Parking Plan
03-C-245-2023 Amendment 1 to Heavenly Parking Agreement
04-Resolution - Parking Program Revisions
05-Revised Parking Map (Exh. A to Reso)

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

Meeting Date: April 23, 2024

Title: Update on Parking Restrictions in Heavenly Valley Neighborhoods, Heavenly Parking Agreement and Heavenly Area Annexation

Location: Heavenly Valley Area

Responsible Staff Member: Anush Nejad, Director of Public Works - (530) 542-6031, David Stevenson, Chief of Police – (530) 542-6120, Hilary Roverud, Assistant City Manager – (530) 542-6024

Background: On August 8, 2023, the City Council approved the Seasonal Residential Parking Permit Program (RPPP) and No Parking restrictions along certain roadways in the Heavenly Valley neighborhood and allocated $200,000 to implement the program (Resolution 2023-074). On November 7, 2023 the City Council made minor modifications to the program, replacing the original resolution with Resolution 2023-104 (attachment 02).

On November 21, 2023, City Council approved an amendment to the agreement with Heavenly Valley LP (now Heavenly Valley Limited Partnership d/b/a Heavenly Mountain Resort) ("Heavenly") to allow parking on certain roadways near Heavenly to ease traffic congestion and provide additional parking for employees and visitors ("Parking Agreement") (attachment 03). The Parking Agreement allows Heavenly to use certain roadways as overflow parking. There are additional requirements for snow plowing, sanding, payment of $54,320 annually for using City streets as overflow parking, payment of $3,500 annually for street sweeping, and one-time payment of $106,382 as reimbursement for pavement rehabilitation on Ski Run Blvd. The Parking Agreement continues from year to year unless terminated by either party upon mutual agreement or with 90 days' notice provided between February 1 and June 1. During the agenda item approving the amended Parking Agreement, Councilmember Robbins requested that an update on the Parking Agreement and status of the City's annexation process be provided to Council no later than the end of May 2024.

Issue and Discussion:

Neighborhood Parking Program

The Police Department reports that the Neighborhood Parking Program has been working well and has eliminated a lot of the traffic issues, congestion, and frequency of crashes experienced in previous winters.

As of March 18th, the Police Department had issued resident parking permits to 65 properties, with each property receiving 5 permits, for a total of 325 permits issues. 230 citations had been issued for vehicles being parked in violation of the new resolution, each with a $300 fine.

After receiving feedback and requests from residents and an evaluation by the Police and Public Works Departments, the following modifications to the program are recommended:

- David Lane from the intersection of Ski Run Blvd to Ruby Way (No Parking on the easterly side and RPP on the westerly side)
- Saddle Road from the intersection of Ledge Ct. to the intersection of Saddle Road to the south (RPP on western side, No Parking on eastern side)
- Saddle Road from the intersection of Saddle Road to intersection of Keller Road (No Parking on both sides)
- Saddle Road from the intersection of Keller Rd to Ledge Court (No Parking on the eastern side)
- Sherman Way (RPP on the westerly side, No Parking on the eastern side and around the cul-de-sac)

These changes are reflected in attachment 04, “Draft Resolution 2024-XXX, Revisions to Heavenly Valley Neighborhood Traffic and Parking Plan.” A map of the new parking plan is attached as attachment 05.

City staff is also recommending installation of additional signage in the cul-de sac of Sherman Way to clarify that area as a no parking zone.

Adopted modifications to the Neighborhood Parking Program and the additional signage would be in effect for the 24/25 winter season beginning on November 1, 2024.

Heavenly Parking Agreement

Implementation of the Heavenly Parking Agreement has been effective throughout the 2023-2024 winter season. Heavenly, City Police Department, and City Public Works Department staff have been meeting regularly and have established a text message group for immediate communications in the field. The City Public Information Officer is also included in the meetings and messaging to ensure timely communications to the public. Communications regarding chain controls, road closures, enforcement and staffing needs have enabled rapid response to coordinated preparation and implementation of road safety and parking management. City staff have also maintained updates to travel apps, such as Waze and Google, to notify the public of roadway closures. According to Police Department staff, the number of vehicle collisions and traffic safety issues have significantly decreased this year.

Heavenly has made all payments to the City as required by the Parking Agreement, and Heavenly has fulfilled its contractual obligations to conduct snow removal, sanding, and deicing on City streets as well as providing chain control staffing and signage.

According to Heavenly staff, the new parking reservation system and parking management is having a positive effect on the guest experience. 65% of guests at Heavenly making a parking reservation for California Base were not required to pay for parking because they carpooled (4+ passengers in a single vehicle). Based on surveys conducted by Heavenly, overall guest satisfaction with the arrivals and parking experience improved by 16% and compared to last year during January and February there was a 60% reduction in travel time delays at the California Base area. Additional shuttles provided by Heavenly reduced wait times, especially during

weekends and peak periods. Heavenly also continues to work with local partners on supporting the Lake Link initiative.

Annexation Update

The City Manager continues to meet with representatives of Heavenly Mountain Resort and Vail Resorts corporation to discuss the proposed annexation into the City of land, including the California Base Lodge. The City Manager has requested a written response regarding Vail's position on the proposed annexation prior to this City Council meeting, but has not yet received it as of the publication of this staff report.

Financial Implications: The Heavenly Parking Agreement includes annual payments of $54,320 to the General Fund and $3,500 to the Snow Sweeping account 245-03806.

Environmental Considerations: The actions proposed in this item are exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 (Existing Facilities).

Policy Implications: This project advances the City Council's Strategic Priorities and Goals related to traffic safety and neighborhood preservation.

Resolution 2023-104

Adopted by the City of South Lake Tahoe City Council

November 7, 2023

Establishing Seasonal or Permanent No Parking Restrictions on Certain Streets in the Heavenly Valley Neighborhoods

(Replaces Resolution 2023-074)

BACKGROUND

A. As part of the ongoing effort to improve parking and traffic conditions in the Heavenly Valley neighborhoods, especially during winter conditions and the Heavenly ski season, the Public Works Director/City Traffic Engineer recommends establishing certain residential streets as no parking areas or Residential Parking Permit (RPP) from November 1 to May 1.

B. Under South Lake Tahoe City Code section 4.25.300(C) and California Vehicle Code section 22507(a), the City Council is authorized to establish no parking areas by resolution and enforce the no parking areas once appropriate signage is installed.

C. On September 15, 2023, City Council adopted Ordinance No. 2023-1178 to authorize residential permit parking under California Vehicle Code section 22507(a), which the Public Works Director has determined is appropriate for this area because non-resident vehicles do substantially and regularly interfere with the use of the majority of the available on-street spaces by adjacent residents; this interference occurs at regular and significant daily or weekly intervals; the volume of non-resident vehicles in these certain areas cause unreasonable traffic hazards, noise, and trash impacts; a shortage of reasonably available and convenient residential related parking spaces exist in these areas; and alternative solutions are not feasible or practical..

D. On August 8, 2023, the City Council adopted Resolution 2023-074, establishing No Parking and Residential Parking Permits on Certain Roadways in Heavenly Valley Neighborhood.

E. As a result of further field evaluation and feedback from residents, staff recommends adopting this amended resolution changing modifications on sections of Regina Road and Keller Road, with modifications <u>underlined</u>, to replace Resolution No. 2023-074.

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

1. Establishes no parking areas from November 1 to May 1, or maintains permanent no parking areas where such areas already exist, with Residential Permit Parking permitted where noted, on the following streets and segments of streets:

    a. Bridle Road (RPP on the northerly side and No Parking on southerly side)

    b. Bonita Road (No Parking on the northerly side and RPP on the southerly side)

    c. Donner Lane (RPP on the westerly side and No Parking on the easterly side)

    d. Keller Road from intersection with Sherman Way to intersection with Saddle Road (No Parking on easterly side and southerly side)

    e. Keller Road from intersection with Saddle Road to intersection with Regina (RPP on northerly side (450 feet west of Saddle) and No Parking on southerly side)

    f. Keller Road from intersection with Regina Road to intersection with Markoffer Way (No Parking both sides) and from the intersection with Sherman Way to the intersection with Saddle Road (No Parking on the westerly side and RPP on the easterly side)

    g. Knoll Lane (RPP on easterly side and No Parking on westerly side)

    h. Logroad Place (No Parking both sides)

    i. Lucinda Court (RPP on westerly side and No Parking on easterly side)

    j. June Way (No Parking both sides)

    k. MacKedie Way (No Parking both sides)

    l. Needle Peak Road from intersection with Keller Road to intersection with Wildwood Avenue (RPP on southerly side and No Parking on northerly side)

    m. Overlook Court (No Parking both sides)

    n. Regina Road from the intersection with Ski Run Blvd to Keller Road (RPP on the easterly side and No Parking on the westerly side)

    o. Saddle Road from intersection of Saddle to Keller Road (No Parking both sides)

    p. Saddle Road from intersection of Keller Road to Wildwood Avenue (No Parking both sides)

    q. Saddle Road from intersection of Wildwood Avenue to Ski Run Blvd (No Parking on southerly side)

r. Saddle Road from intersection of Ski Run Blvd to end (No Parking both sides)

s. Sherman Way (No Parking both sides)

t. Ski Run Boulevard from intersection of Pioneer Trail to David Lane (No Parking both sides)

u. Ski Run Boulevard from intersection of MacKedie Way to intersection of Saddle Road (No Parking both sides)

v. Timber Lake Place (No Parking both sides)

w. Terrace Drive (No Parking both sides)

x. Wildwood Avenue from intersection with Saddle Road to intersection with Overlook Court (No Parking both sides)

y. Wildwood Road (No Parking both sides)

z. Woods Avenue (No Parking both sides)

a.a. Verdon Lane (RPP on the westerly side and No Parking on the easterly side)

2. Amends the Master Fee Schedule to add a Parking Citation fine of $300 for parking in one of the no parking areas or parking in one of the RPP areas without a permit, as listed in this Resolution.

Adopted by the City of South Lake Tahoe City Council on November 7, 2023, by the following vote:
Yes: Creegan, Bass, Friedrich, Wallace, Robbins

Cristi Creegan
Cristi Creegan (Nov 9, 2023 09:46 PST)

Date: Nov 9, 2023

Cristi Creegan, Mayor

Attest:

Sue Blankenship (Nov 8, 2023 11:23 PST)

Susan Blankenship, City Clerk

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

Resolution 2023-104 Revisions to Heavenly Valley Neighborhood Traffic and Parking Plan

Final Audit Report 2023-11-09

Created:	2023-11-08
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtaJbBoIaUXalVscWNFyZVCC7zXSgK2Vh

"Resolution 2023-104 Revisions to Heavenly Valley Neighborhood Traffic and Parking Plan" History

Document created by Michelle Davis (medavis@cityofslt.us)
2023-11-08 - 7:21:07 PM GMT

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-11-08 - 7:21:46 PM GMT

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-11-08 - 7:23:39 PM GMT - Time Source: server

Document emailed to ccreegan@cityofslt.us for signature
2023-11-08 - 7:23:45 PM GMT

Email viewed by ccreegan@cityofslt.us
2023-11-09 - 5:45:54 PM GMT

Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
2023-11-09 - 5:46:04 PM GMT

Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)
Signature Date: 2023-11-09 - 5:46:06 PM GMT - Time Source: server

Agreement completed.
2023-11-09 - 5:46:06 PM GMT

CITY OF SOUTH LAKE TAHOE
FIRST AMENDMENT TO
HEAVENLY PARKING AGREEMENT

This First Amendment to the City of South Lake Tahoe – Heavenly Parking Agreement ("First Amendment") is entered into and effective as of the 21st day of November 2023 by and between the City of South Lake Tahoe, a municipal corporation ("City"), and Heavenly Valley Limited Partnership, a Nevada Limited Partnership, d/b/a/ Heavenly Mountain Resort ("Heavenly"). The City and Heavenly are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. On October 1, 2013, the City entered into that certain City of South Lake Tahoe – Heavenly Parking Agreement ("Agreement") with Heavenly allowing Heavenly's use of certain on-street parking during peak visitor days in the vicinity of the California Main Lodge in exchange, in part, for $20,000 per year.

B. The Parties now desire to alter the Agreement's terms to increase the annual payment and make other changes as set forth below, with all other terms of the Agreement remaining unchanged.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals (which are incorporated into this First Amendment by reference), the mutual covenants set forth herein, and for other good and valuable consideration, receipt of and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions**. All capitalized terms used in this First Amendment but not otherwise defined herein shall have the meanings set forth in the Agreement.

2. **Locations of On-Street Parking.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

> **2. Locations of On-Street Parking.**
>
> Heavenly agrees to pay the City by January 31 of each year for the current ski season, the sum of $54,320 for the use of the following sites for on-street parking:
>
> A. Angle parking spaces on the east side of Ski Run Boulevard and parallel parking on the west side of Ski Run Boulevard between David Lane and Needle Peak Road, except for the chain control area as shown on Exhibit A, which is attached hereto and incorporated by reference.
> B. Angle parking spaces on the east side of Ski Run Boulevard and parallel parking on the west side of Ski Run Boulevard between Needle Peak Road and Regina Road, as shown on Exhibit A.

C. Parallel parking spaces on the north side of Saddle Road between Wildwood Avenue and Ski Run Boulevard, as shown on Exhibit A.
D. Parallel parking spaces on the west and north sides of Keller Road between Saddle Road and Sherman Way, as shown on Exhibit A.

Exhibit A shows the locations of on-street parking spaces that Heavenly will use.

3. **Snow Removal and Application of Deicer and Abrasives on City Streets.** Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following::

3. Snow Removal and Application of Deicer and Abrasives on City Streets.

In order to assist the City with timely snow removal and application of deicer and abrasives on the streets that are covered by the Agreement, snow removal, sanding, and deicing will be primarily performed by Heavenly, using its own equipment, on the following roads:

- Lower Ski Run between Needle Peak Road and Pioneer Trail,
- Wildwood Avenue between Needle Peak Road and Saddle Road, and
- Needle Peak Road between Ski Run Boulevard and Wildwood Avenue.

On days that street parking will be utilized, snow removal, sanding, and deicing will be primarily performed by Heavenly, using its own equipment, on the following roads:

- Saddle Road between Ski Run Boulevard and Wildwood Avenue,
- Keller Road above Saddle Road to Sherman Way, and
- Upper Ski Run Boulevard between Needle Peak Road and Regina Road.

Heavenly shall use its best efforts to communicate its intent to remove snow and apply deicer and abrasives. Heavenly, the South Tahoe Public Works Department, and South Tahoe Police Department representatives will meet every two weeks when Heavenly is in winter operations to discuss snow removal and sanding plans as well as collaborative preparation for storm cycles and peak visitation periods. Special meetings may also be requested by any of the aforementioned stakeholders to coordinate preparations for storm events or peak visitation periods.

A. Heavenly will pay to the City a flat fee of $3,500.00 annually for street sweeping to recover abrasives that either Heavenly or the City has put down on the streets.

B. By the fifteenth (15th) day of each month between November and April, Heavenly will report monthly to the City, in a mutually agreeable format, the amount and location of deicer and abrasives that it has put down.

C. Heavenly shall reimburse the City for the cost of any road repair work required as a result of damage caused by Heavenly's negligent use of its snow removal or deicer equipment within thirty (30) days from Heavenly's receipt of the undisputed invoice from the City showing repairs performed and monies due.

In the event of dispute over the nature of the charges or the reasonableness of the cost of the repair work invoiced, the dispute shall be submitted to the City Council of South

Lake Tahoe for resolution. The decision of the City Council shall be final and binding on all Parties.

4. **Duration of Agreement.** Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

6. Duration of Agreement.

The Agreement shall continue from year to year from the Effective Date, unless terminated as provided herein. The Agreement may be terminated as follows:

A. The City and Heavenly shall have the right to terminate the Agreement, with or without cause, by providing ninety (90) days' prior written notice of termination to the other Party provided; however, the right to submit such notice of termination shall be limited to the following time period: February 1 through and including June 1 of each calendar year the Agreement is in effect.

B. Notwithstanding the foregoing, the Agreement may be terminated, with or without cause, at any time by written mutual agreement of both Parties.

5. **Other Heavenly Obligations.** The Agreement is hereby amended by adding a new Section 8 as follows:

8. Other Heavenly Obligations

A. Heavenly agrees to pay the City by December 31, 2023, a one-time sum of $106,382.00 to reimburse the City for a portion of the Ski Run Boulevard pavement rehabilitation project completed in 2023.

B. Heavenly shall provide sufficient personnel to manage the on-street parking in Exhibit A and to support the City's chain control operations when chain controls are in effect.

C. Heavenly shall provide and deploy in locations to be determined in coordination with the City two (2) portable changeable message signs to alert Heavenly's guests of chain control requirements and parking availability.

6. **Exhibit B.** Exhibit B to the Agreement is hereby deleted in its entirety.

7. **Ratification**. All of the sections, terms, covenants, and conditions contained in the Agreement, except as modified by this First Amendment, shall remain unmodified and of full force and effect are hereby ratified and affirmed by City and Heavenly.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: Cristi Creegan
Cristi Creegan (Nov 28, 2023 14:43 PST)
Cristi Creegan, Mayor

HEAVENLY VALLEY, LIMITED PARTNERSHIP

By: Tom Fortune
Tom Fortune (Nov 29, 2023 12:14 PST)

Business License # N/A

APPROVED AS TO FORM:

Heather Stroud (Nov 28, 2023 14:51 PST)
Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Nov 27, 2023 10:24 PST)
Susan Blankenship, City Clerk

CITY SEAL:

EXHIBIT A

Map of On Street Parking
(See Attached)



Heavenly Cal Base Parking Plan
Exhibit A

CITY OF SOUTH LAKE TAHOE

0 1 2 4 6 8
Miles

Path: \\gis\share\Projects\PublicWorks\GeneralPublicWorksProjects\GeneralPublicWorksProjects.aprx | Heavenly Cal Base Parking Plan | 4/5/202

C-245-2023 Amendment 1 to Heavenly Parking Agreement

Final Audit Report 2023-11-29

Created:	2023-11-27
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6GpMQI1yFFXdN1BySJvwNwE8c0rm3BSC

"C-245-2023 Amendment 1 to Heavenly Parking Agreement" History

Document created by Michelle Davis (medavis@cityofslt.us)
2023-11-27 - 6:13:26 PM GMT

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2023-11-27 - 6:14:25 PM GMT

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2023-11-27 - 6:23:41 PM GMT

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Signature Date: 2023-11-27 - 6:24:19 PM GMT - Time Source: server

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2023-11-27 - 6:24:23 PM GMT

Email viewed by ccreegan@cityofslt.us
2023-11-28 - 10:43:26 PM GMT

Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
2023-11-28 - 10:43:41 PM GMT

Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)
Signature Date: 2023-11-28 - 10:43:43 PM GMT - Time Source: server

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2023-11-28 - 10:43:45 PM GMT

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2023-11-28 - 10:51:27 PM GMT

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Signature Date: 2023-11-28 - 10:51:56 PM GMT - Time Source: server

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2023-11-28 - 10:51:57 PM GMT

Email viewed by tfortune@vailresorts.com
2023-11-29 - 4:19:45 PM GMT

Signer tfortune@vailresorts.com entered name at signing as Tom Fortune
2023-11-29 - 8:14:27 PM GMT

Document e-signed by Tom Fortune (tfortune@vailresorts.com)
Signature Date: 2023-11-29 - 8:14:29 PM GMT - Time Source: server

Agreement completed.
2023-11-29 - 8:14:29 PM GMT

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe City Council

April 23, 2024

Establishing Seasonal or Permanent No Parking Restrictions on Certain Streets in the Heavenly Valley Neighborhoods

(Replaces Resolution 2023-104)

BACKGROUND

A. As part of the ongoing effort to improve parking and traffic conditions in the Heavenly Valley neighborhoods, especially during winter conditions and the Heavenly ski season, the Public Works Director/City Traffic Engineer recommends establishing certain residential streets as no parking areas or Residential Parking Permit (RPP) from November 1 to May 1.

B. Under South Lake Tahoe City Code section 4.25.300(C) and California Vehicle Code section 22507(a), the City Council is authorized to establish no parking areas by resolution and enforce the no parking areas once appropriate signage is installed.

C. On September 15, 2023, City Council adopted Ordinance No. 2023-1178 to authorize residential permit parking under California Vehicle Code section 22507(a), which the Public Works Director has determined is appropriate for this area because non-resident vehicles do substantially and regularly interfere with the use of the majority of the available on-street spaces by adjacent residents; this interference occurs at regular and significant daily or weekly intervals; the volume of non-resident vehicles in these certain areas cause unreasonable traffic hazards, noise, and trash impacts; a shortage of reasonably available and convenient residential related parking spaces exist in these areas; and alternative solutions are not feasible or practical..

D. On August 8, 2023, the City Council adopted Resolution 2023-074, establishing No Parking and Residential Parking Permits on Certain Roadways in Heavenly Valley Neighborhood.

E. As a result of further field evaluation and feedback from residents, staff recommends adopting this amended resolution changing modifications on sections of David Lane, from Ski Run Blvd to Ruby Way, Sherman Way, and Saddle Road between Sherman Way and Keller Road, with modifications <u>underlined</u>, to replace Resolution No. 2023-104.

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

Establishes no parking areas from November 1 to May 1, or maintains permanent no parking areas where such areas already exist, with Residential Permit Parking permitted where noted, on the following streets and segments of streets and as shown in Exhibit A:

a. Bridle Road (RPP on the northerly side and No Parking on southerly side)

b. Bonita Road (No Parking on the northerly side and RPP on the southerly side)

c. David Lane from the intersection of Ski Run Blvd to Ruby Way (No Parking on the easterly side and RPP on the westerly side)

d. Donner Lane (RPP on the westerly side and No Parking on the easterly side)

e. Keller Road from intersection with Sherman Way to intersection with Saddle Road at the CA Base Parking Lot (No Parking on easterly side and southerly side)

f. Keller Road from intersection with Saddle Road to intersection with Regina (RPP on northerly side (450 feet west of Saddle) and No Parking on southerly side

g. Keller Road from intersection with Regina Road to intersection with Markoffer Way (No Parking both sides) and from the intersection with Sherman Way to the intersection with Saddle Road (No Parking on the easterly side and RPP on the westerly side)

h. Knoll Lane (RPP on easterly side and No Parking on westerly side)

i. Logroad Place (No Parking both sides)

j. Lucinda Court (RPP on westerly side and No Parking on easterly side)

k. June Way (No Parking both sides)

l. MacKedie Way (No Parking both sides)

m. Needle Peak Road from intersection with Keller Road to intersection with Wildwood Avenue (RPP on southerly side and No Parking on northerly side)

n. Overlook Court (No Parking both sides)

o. Regina Road from the intersection with Ski Run Blvd to Keller Road (RPP on the easterly side and No Parking on the westerly side)

p. Saddle Road from the intersection of Ledge Ct. to the intersection of Saddle Road to the south (RPP on western side, No Parking on eastern side)

q. Saddle Road from the intersection of Saddle Road to intersection of Keller Road to the south (No Parking on both sides)

r. Saddle Road from the intersection of Keller Rd to Ledge Court (No Parking on eastern side)

s. Saddle Road from intersection of Keller Road to Wildwood Avenue (No Parking both sides)

t. Saddle Road from intersection of Wildwood Avenue to Ski Run Blvd (No Parking on southerly side)

u. Saddle Road from intersection of Ski Run Blvd to end (No Parking both sides)

v. Sherman Way (RPP on westerly side and No Parking on eastern side and around the cul-de-sac)

w. Ski Run Boulevard from intersection of Pioneer Trail to David Lane (No Parking both sides)

x. Ski Run Boulevard from intersection of MacKedie Way to intersection of Saddle Road (No Parking both sides)

y. Timber Lake Place (No Parking both sides)

z. Terrace Drive (No Parking both sides)

aa. Wildwood Avenue from intersection with Saddle Road to intersection with Overlook Court (No Parking both sides)

bb. Wildwood Road (No Parking both sides)

cc. Woods Avenue (No Parking both sides)

dd. Verdon Lane (RPP on the westerly side and No Parking on the easterly side)

Adopted by the City of South Lake Tahoe City Council on April 23, 2024, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

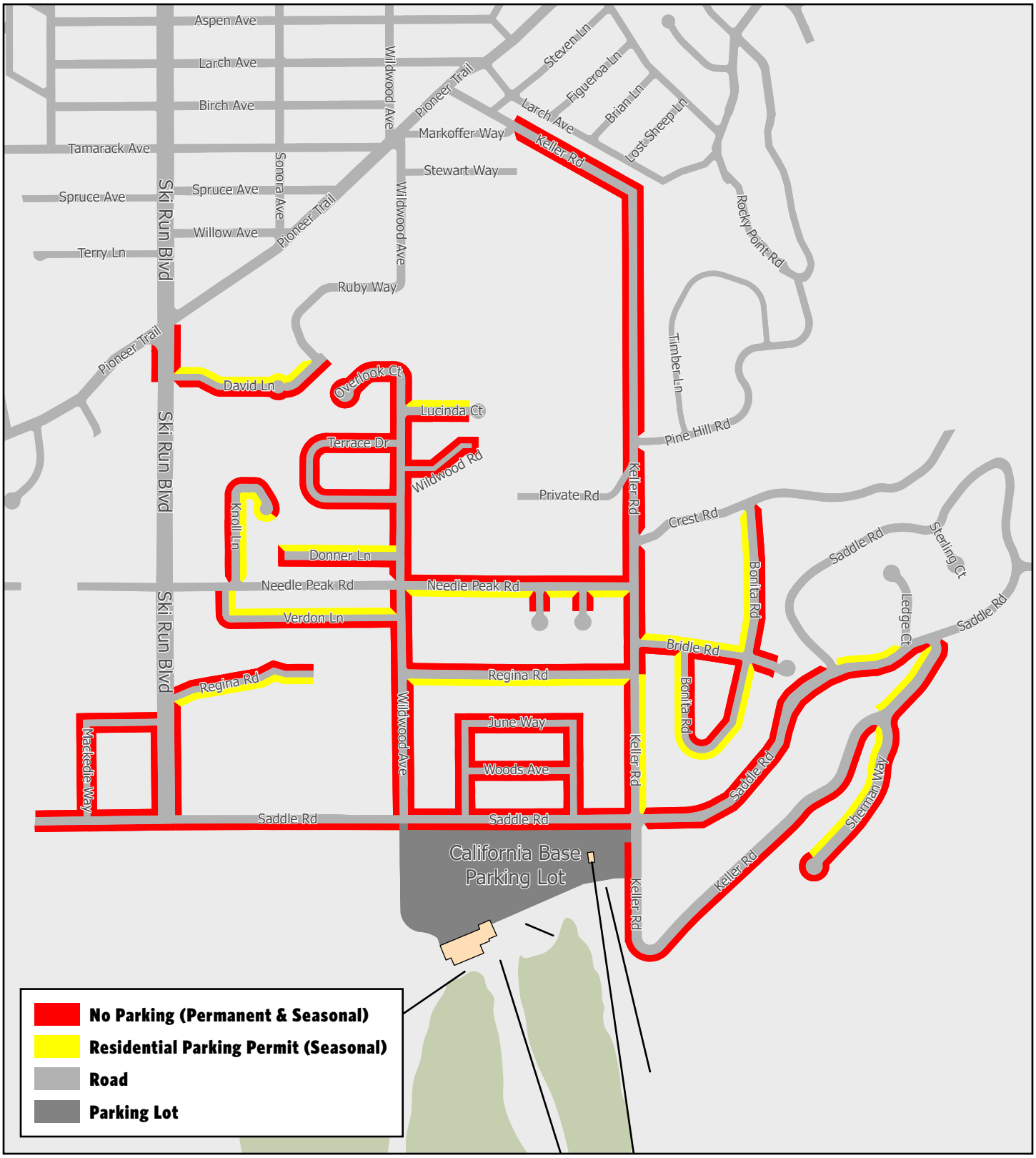
Cody Bass, Mayor

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

Heavenly Area Parking Restrictions

0 500 1,000 1,500
Feet

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City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:16

Agenda Item: Chateau at the Village Project Update and Appropriation of Funds for Economic Development and Real Estate Consultant Services

Executive Summary: The City Council received a presentation on the history and status of the Chateau and Zalanta projects at their September 12, 2023 meeting. At that meeting the City Council directed staff to pursue financial incentives, enforcement actions and all avenues to development of the project area. The City Council will be provided an update on continued efforts to implement the direction through City Code enforcement, discussions with the current property ownerâ€™s representative, and research into additional strategies to address the property. Staff is recommending engaging a financial and real estate consultant to provide development and financing options to complete the project.

Requested Action / Suggested Motions: Pass a Resolution appropriating $100,000 from available General Fund Undesignated Excess Reserves for the purpose of funding economic development and real estate consulting services.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

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

Attachments:

01-Staff Report.docx
02 - Resolution Appropriating Budget.docx

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

Meeting Date: April 23, 2024

Title: Chateau at the Village project update

Location: 4139 Lake Tahoe Blvd

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: City Council Strategic Plan Action Item 4.2.2 prioritizes the development of the "Hole in the Ground" site as a way of supporting and attracting visitors to the Stateline core. The site was originally planned as "Redevelopment Project 3" and has been partially developed as the "Chateau at the Village" and "Zalanta" projects.

The City Council received a presentation on the history and status of the Chateau and Zalanta projects at their September 12, 2023 meeting. At that meeting the City Council directed staff to pursue direct financial contribution only to housing included in the project, a commitment to fee reductions, infrastructure and financing districts including bond sale options, enforcement actions, and to pursue a development agreement with performance bond and strict timelines for development and structural engineer assessment of the parking area and pursue all avenues to development of the project area.

Issue and Discussion:

This report is being provided as an update to the City Council. City staff continues to implement the direction through City Code enforcement, discussions with the current property owner's representative, and research into additional strategies to address the property.

The property is owned by Tahoe Chateau Land Holding, LLC. Xiao Chen is listed as the agent for Tahoe Chateau Land Holding, LLC and documents submitted with the most recent building permit application indicates that the president is Hang Chen. The project contractor is DL Propriis Construction Inc. and Yin (Carlson) Chan is the Chief Executive Officer and agent for DL Propriis Construction.

Construction of Phase 3, 16 hotel/condominium units above the existing retail spaces, continued through the Fall and beginning of Winter, however progress is now at a standstill. Building B (east side) is under a City issued Stop Work Notice, pending weatherproofing, with construction allowed to continue after the winter season. Vertical construction continued on Building A (west side) until Propriis informed the City that after a CalOSHA inspection they were notified that the scaffolding is required to be higher to protect workers. Mr. Chan has indicated that all scaffolding was removed and construction halted until they identify a new scaffolding provider and weather conditions improve.

Leaking into retail tenant spaces below the construction has been occurring intermittently throughout the construction. The City has issued a total of 32 citations and a total of $16,800 in fines and $780 in administration fees for violations of City Code Section 6.15.100.I prohibiting construction damage to adjoining properties. City staff has notified Mr. Chan in writing and verbally of the need to address leaking issues associated with the project construction and the damage it is causing to the adjoining building and tenant's spaces.

City staff met with Mr. Chan on September 28, 2023 to discuss the potential buildout of the project area. Mr. Chan indicated that the owner is very interested in developing the rest of the project and prepared to submit an application in the next few months. He also expressed a willingness to explore options to incorporate housing and expanded public open space into the project. City staff met with TRPA staff to confirm the project characteristics and programing that are included in the existing permit and project changes that could potentially require an evaluation of additional environmental impacts that were not analyzed in the current EIR/EIS record. This information was provided to Mr. Chan on November 28, 2023.

A follow up meeting was held with Mr. Chan on January 30, 2024 where he again expressed interest in submitting an application soon. He indicated that he would submit information on the proposed project programing within one week. That information has not yet been submitted.

Local agents and representatives have indicated that David Chen is associated with the property ownership and City staff has attempted to reach David Chen through those channels without success.

Best practice in the pursuit of a public/private partnership that involves financial incentives and commitment to establishing a financing districts or other financing tools requires a viable project design and programming, a project pro forma and identified sources and uses of funds, demonstrated developer capability to deliver the project, and a demonstrated financial gap. Without those components, establishing the opportunity for a financial partnership and understanding of the type of appropriate financing is not feasible at this time.

As a next step, City staff recommends engaging an economic development and real estate consultant to assist in identifying feasible development concepts for the site, identifying potential funding sources, outreach and solicitation of developer proposals, evaluating developer proposals and qualifications, identifying opportunities to transfer ownership of the site (if necessary), and potentially negotiating a development agreement. Real estate finance expertise and experience in these specialty areas of public/private partnerships is important to ensure that any outcome provides a feasible and clear path to development of the site and any partner with the City on this project is qualified and positioned to deliver the project.

Generally, the consultant scope of work would include the following tasks, with additional detail on milestones and deliverables that will be included in the Request for Proposals.

- Utilize market analysis, stakeholder interviews and adopted City General Plan, Strategic Plan and Tourist Core Area Plan goals to identify financially feasible development concepts for the site, which may include public benefit uses.
- Identify potential alternatives /approaches to achieve interest in the property/opportunity, including stakeholder/marketing outreach materials, as may be determined necessary, in connection with the development of the site, which may include sale and disposition of the entire site and/or portions of the site, as appropriate
- Identify potential funding sources to provide an economic development toolkit potentially containing local, state, and Federal programs, and funding opportunities. Also, evaluate special district and tax increment financing tools such as Enhanced Infrastructure Financing District (EIFD), Community Revitalization and Investment Authority (CRIA) and Community Finance Districts to fund needed infrastructure and cover municipal service costs.
- Prepare a request for qualifications / proposals (RFQ/P) to seek out well qualified developers / partners for the site. Evaluate developer RFQ/Ps and negotiate economic terms for Exclusive Negotiations and Development Agreements. This task includes preparing draft agreements.
- Assist City in requesting and reviewing project-based materials as related to the transaction structure and documentation including market information and reports, sale comparables, pro forma schedules, entitlement requirements, site development, and/or similar information.
- Assist City in working with selected developer to ensure ongoing compliance with agreement terms and timing of deliverables, receipt of deposits, transaction timeframes and extensions, and schedule of performance.

Solicitation of a consultant will be conducted through a formal RFP process in compliance with the City procurement policy.

Financial Implications: Staff is requesting an appropriation of $100,000 from the General Fund Undesignated Excess Reserves to initiate the RFP process. The actual cost of the services will be determined based on proposals submitted.

Environmental Considerations: Adoption of a resolution to appropriate funds to engage an economic development and real estate consultant 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: On January 9, 2024, the City Council received a presentation on the vacant and underutilized sites inventory (Strategic Plan Action Item 4.1.1) identifying the Chateau and Sunray properties as priority sites.

The City General Plan contains Policy ED 1.17, which states:

> *Convention Center: The City shall prioritize assistance with completion of Redevelopment Project 3 and the public amenities and environmental improvements associated with it.*

This site is within the Tourist Center Core district of the Tourist Core Area Plan, which is described as:

> *This district is the activity center of the Tourist Core Area Plan and intended to become a commercial, tourist and recreation destination with public gathering places, animated streets and intensive retail activity meeting the needs of both tourists and residents of the south shore. This district allows for horizontal and vertical mixed use projects with a focus on street-level active storefronts encouraging pedestrian activity. The sub-district contains complete streets that support multi-modal transportation options. Permissible uses include tourist accommodation, retail commercial, entertainment, restaurants, recreation and mixed-use residential development.*

Resolution 2024-XXX

Adopted by the City of South Lake Tahoe
City Council

April 23, 2024

Amending the Adopted 2023-2024 Budget and appropriating $100,000 from General Fund Undesignated Excess Reserves for the purpose of funding economic development and real estate consulting services

BACKGROUND

A. The site was originally permitted as "Redevelopment Project 3" and has been partially developed as the "Chateau at the Village" and "Zalanta" projects, however, a significant portion of the project has remained undeveloped since construction began in 2007.

B. City General Plan Policy ED 1.17 states that the City shall prioritize assistance with completion of Redevelopment Project 3 and the public amenities and environmental improvements associated with it.

C. On September 12, 2023 the City Council directed staff to pursue infrastructure and financing districts including bond sale options, enforcement actions, and a development agreement with performance bond and strict timelines for development to facilitate development of the property.

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

1. Resolves that the above recitals are true and a substantive part of this resolution.

2. Appropriates $100,000 from available General Fund Undesignated Excess Reserves to account number 100-01310-42020 for the purpose of funding economic development and real estate consulting services to facilitate development of the property.

Adopted by the City of South Lake Tahoe City Council on April 23, 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: April 23, 2024
Agenda Item #:17

Agenda Item: Local Minimum Wage

Executive Summary: At the June 20, 2023 City Council meeting, Councilmember Robbins requested that a discussion about increasing the minimum wage in the City above the state minimum wage be placed on a future agenda and Councilmember Friedrich seconded the request. The City Council will conduct a discussion and provide direction to staff whether to initiate a public process to explore a potential minimum wage ordinance or not to do so at this time.

Requested Action / Suggested Motions: Pass a Motion directing the City Manager to either: 1) initiate a public process to explore a potential local minimum wage ordinance; or 2) take no action related to establishing a local minimum wage.

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

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

Meeting Date: April 23, 2024

Title: Minimum Wage

Location: Citywide

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background: At the June 20, 2023 City Council meeting Councilmember Robbins requested that a discussion about increasing the minimum wage in the City above the state minimum wage be placed on a future agenda and Councilmember Friedrich seconded the request. Staff is requesting that City Council pass a motion to direct staff either to initiate a public process to explore a potential minimum wage ordinance, or not to do so at this time.

Issue and Discussion: The minimum wage in California, effective January 1, 2024, is $16.00/hour for all employers. California-based fast-food workers for chains with 60 or more locations around the nation earn at least $20 an hour beginning April 1, 2024. In June 2024, health care workers in California will earn a minimum of $18, $21 or $23 an hour, depending on what type of facility employs them and where they work.

One of the protections of the minimum wage law is an annual review of the wage rate using the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W). The minimum wage increases each year by the lesser of 3.5 percent, and the rate of change in the averages of the two most recent U.S. CPI-W, unless those averages are negative. If the averages are negative, there is no change in the minimum wage for the following year. The California Director of Finance must determine on or before August 1 of each year whether to adjust the minimum wage for inflation and, if so, calculate the increase.

Prior to the minimum wage reaching $15/hour, the Governor could have paused a scheduled increase for one year if certain economic or budget conditions were met (known as “off-ramps”). Off-ramps can no longer be enacted now that the minimum wage is subject to the CPI rate.

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2017	$10.00/hour	$10.50/hour
January 1, 2018	$10.50/hour	$11.00/hour
January 1, 2019	$11.00/hour	$12.00/hour
January 1, 2020	$12.00/hour	$13.00/hour
January 1, 2021	$13.00/hour	$14.00/hour

January 1, 2022	$14.00/hour	$15.00/hour
January 1, 2023	$15.50/hour	$15.50/hour
January 1, 2024	$16.00/hour	$16.00/hour

An employer may not use an employee's tips as a credit toward its obligation to pay the minimum wage per hour.

California voters will decide in November 2024 whether the state's minimum wage should be increased to $18 per hour by 2025. If enacted, Initiative 21-0043A1 would increase California's minimum wage for large employers with 26 or more employees to $18 per hour by Jan. 1, 2025, while employers with fewer employees would need to comply with the $18 threshold by Jan. 1, 2026.

Some cities and counties have adopted ordinances requiring higher minimum wages than the state's rate.

California City and County Current Minimum Wages (1/1/2024)

Locality	Year Enacted	Current Wage Effective Date	Minimum Wage for Employers with 26 Employees or more	Minimum Wage for Employers with 25 Employees or Less
Alameda	2018	7/1/2023	$16.52	
Belmont	2017	1/1/2024	$17.35	
Berkeley	2016	7/1/2023	$18.07	
Burlingame	2020	1/1/2024	$17.03	
Cupertino	2016	1/1/2024	$17.75	
Daly City	2019	1/1/2024	$16.62	
East Palo Alto	2020	1/1/2024	$17.00	
El Cerrito	2015	1/1/2024	$17.92	
Emeryville	2015	7/1/2023	$18.67	
Foster City	2022	1/1/2024	$17.00	
Fremont	2019	7/1/2023	$16.80	
Half Moon Bay	2020	1/1/2024	$17.01	
Hayward	2020	1/1/2024	$16.90	$16.00
Los Altos	2016	1/1/2024	$17.75	
Los Angeles	2015	7/1/2023	$16.78	
Los Angeles County (unincorporated)	2015	7/1/2023	$16.90	
Malibu	2016	7/1/2023	$16.90	

Menlo Park	2019	1/1/2024	$16.70	
Milpitas	2017	7/1/2023	$17.20	
Mountain View	2015	1/1/2024	$18.75	
Novato	2019	1/1/2024	$16.60	$16.04
Oakland	2014	1/1/2024	$16.50	
Palo Alto	2015	1/1/2024	$17.80	
Pasadena	2016; 2019 amendment	7/1/2023	$16.93	
Petaluma	2019	1/1/2024	$17.45	
Redwood City	2018	1/1/2024	$17.70	
Richmond	2014; 2017 amendment	1/1/2023	$17.20	
San Carlos	2020	1/1/2024	$16.87	
San Diego	2014	1/1/2024	$16.85	
San Francisco	2003; 2014 amendment	7/1/2023	$18.07	
San Jose	2016	1/1/2024	$17.55	
San Mateo	2016	1/1/2024	$17.35	
San Mateo County (unincorporated)	2022	1/1/2024	$17.06	
Santa Clara	2015; 2017 amendment	1/1/2024	$17.75	
Santa Monica	2016	7/1/2023	$16.90	
Santa Rosa	2019	1/1/2024	$17.45	
Sonoma	2019	1/1/2024	$17.60	$16.56
South San Francisco	2019	1/1/2024	$17.25	
Sunnyvale	2014; 2016 amendment	1/1/2024	$18.55	
West Hollywood	2021	7/1/2023	$19.08	
*Minimum wage adopted by San Leandro in 2016 has been surpassed by State law and not included in this table.				

Source: Source: UC Berkeley Labor Center. Accessed 2/1/24. https://laborcenter.berkeley.edu/inventory-of-us-city-and-county-minimum-wage-ordinances/#s-2

According to the 2022 US Census American Community Survey, 33% of the City of South Lake Tahoe's employed population over 16 years of age work in the "arts, entertainment, and recreation, and accommodation and food services" industry category. The industry with the second highest employment is "education services, and health care and social assistance" at 15%. None of the cities that have adopted local minimum wages have an employment by industry profile with these two categories as the highest employment industries. The City of Sonoma appears to have the closest

employment profile with the largest category as “education services, and health care and social assistance” at 20.4% and the third largest category as “arts, entertainment, and recreation, and accommodation and food services” at 12.2%.

The City of Sonoma began their review and analysis of the minimum wage ordinance in 2018. In their case, a community labor coalition, North Bay Jobs with Justice, together with the North Bay Central Labor Council and the Napa-Solano Central Labor Council, had contracted with the UC Berkeley Center for Labor Research and Education (UCB Labor Center) to prepare a study of the economic impacts of $15 citywide minimum wage (by 2020) for the North Bay, including Sonoma, Marin, Napa, and Solano counties and the cities within these counties. The study included estimated effects of the wage increase on workers and businesses by industry and by various demographics. UCB Labor Center also included a review of the economic research literature on the effects of minimum wage increases on workers, employment, and business operations.

That study was presented to the Sonoma City Council in 2019. The City Council then formed a Minimum Wage Sub Committee to conduct outreach and develop policy parameters for the development of a local minimum wage ordinance. The subcommittee returned to the Council in May with recommendations and a minimum wage ordinance was adopted in June 2019.

The City of Sonoma Ordinance effectively advanced the minimum wage at a quicker rate than the State and, beginning in 2024, utilizes the Pacific Region CPI rather than the US average.

	CURRENT LAW STATE OF CALIFORNIA MINIMUM WAGE		PROPOSED ORDINANCE CITY OF SONOMA LOCAL MINIMUM WAGE	
Date	LARGE EMPLOYER Minimum Wage for Employers with 26 Employees or More	SMALL EMPLOYER Minimum Wage for Employers with 25 Employees or Less	LARGE EMPLOYER Minimum Wage for Employers with 26 Employees or More	SMALL EMPLOYER Minimum Wage for Employers with 25 Employees or Less
January 1, 2019	$12.00/hour	$11.00/hour	$12.00/hour	$11.00/hour
January 1, 2020	$13.00/hour	$12.00/hour	$13.50/hour	$12.50/hour
January 1, 2021	$14.00/hour	$13.00/hour	$15.00/hour	$14.00/hour
January 1, 2022	$15.00/hour	$14.00/hour	$16.00/hour	$15.00/hour
January 1, 2023	CPI – US Average	$15.00/hour	$17.00/hour	$16.00/hour
January 1, 2024	CPI – US Average	CPI – US Average	CPI – Pacific Region	CPI – Pacific Region

The Sonoma ordinance also provides a credit to employers providing health care up to $1.50 per hour. Similar to the State law, the Sonoma ordinance also contains an economic downturn “off ramp.” If the State implemented an “off-ramp”, the City of Sonoma’s local minimum wage ordinance would have automatically followed this State

decision. The Sonoma ordinance also includes an exemption for employers with collective bargaining agreements where a waiver is explicitly included in the agreement.

Information on the Sonoma ordinance is being provided as an example of process. There are arguable similarities and differences between the City of Sonoma and City of South Lake Tahoe as well as differences in the economic conditions between 2018 and 2024 that would need to be analyzed for local impacts if a South Lake Tahoe minimum wage is established. If the City Council provides direction to initiate a public process to explore a potential minimum wage ordinance, staff would recommend a similar process to include:

- Citywide economic analysis of proposed minimum wage based on parameters directed by City Council
- Establishment of a Council Sub-committee
- Public outreach and engagement

In addition, for City budgeting purposes, staff would recommend conducting an analysis of financial impact to the City for an increased minimum wage, to include the costs of increasing base salaries for employees at the minimum wage, contract increases for janitorial and other contract services, public education and enforcement.

Financial Implications: Direction to initiate a public process to explore a potential minimum wage increase will incur undetermined staff time and consultant costs. A request for proposals to solicit outside expertise to conduct a Citywide economic analysis would be issued and recommendation for award of a contract and allocation of funding would be presented to the City Council.

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

Policy Implications: The Strategic Plan does not contain a specific action item to evaluate a potential City of South Lake Tahoe minimum wage ordinance. If the City Council directs staff to pursue this initiative, other Strategic Plan action items will be delayed.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:18

Agenda Item: Motel 6 and Sunray Motel Update

Executive Summary: The existing structures located at 2375 Lake Tahoe Boulevard (Motel 6) and 2659 Lake Tahoe Boulevard (Sunray Motel) are currently vacant. The California Tahoe Conservancy has purchased the Motel 6 property for a restoration project. Sunray Motel has been vacant and subject to ongoing administrative citations and penalties for creating a public nuisance since March 2022. At the City Council meeting on November 11, 2023, Councilmember Robbins (seconded by Councilmember Creegan) requested that staff provide an update regarding the current status of these properties and to discuss their potential as housing.

Requested Action / Suggested Motions: Receive and File.

Responsible Staff Member: Zach Thomas, Director of Development Services

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

Attachments:

01 - Staff Report - Motel 6 and Sunray Motel.docx
02 - 2659 Lake Tahoe Blvd Non Compliance Letter Jan 2024.pdf

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

Meeting Date: April 23, 2024

Title: Motel 6 and Sunray Motel Update

Location: 2375 and 2659 Lake Tahoe Boulevard

Responsible Staff Member: Zach Thomas, Director of Development Services

Background: This report serves to provide an update as the status of the Motel 6 and Sunray Motel properties as requested by a motion made by Councilmember Robbins and seconded by Councilmember Creegan:

Motel 6

The California Tahoe Conservancy (CTC) voted to acquire the 31-acre Motel 6 property in November 2021 for the purpose of restoring the environmentally sensitive land, but the property subsequently became the subject of a civil lawsuit in El Dorado County Superior Court, *Helen Elizabeth Johnson v. Mary Anne McCall*, Case No. 21CV0173. An order was issued by the court on March 18, 2024, approving the sale of the property to the CTC for $15,400,000 paid in cash. The CTC received grant funds from other resource agencies and nonprofit organizations to purchase this property, including the California Wildlife Conservation Board, Tahoe Regional Planning Agency, California Department of Fish and Wildlife, Tahoe Fund, and League to Save Lake Tahoe. The purchase was completed on March 29th. The sale process of this privately-owned parcel was managed and mandated by the Superior Court pursuant to state law.

The CTC intends to demolish the Motel 6 and Carrows buildings and restore the property as part of the Upper Truckee River watershed. To date, the CTC has not submitted plans for demolition or habitat restoration to the Development Service Department.

The City and the CTC are in communication regarding City code requirements associated with the now-vacant structures as well as the demolition process. Furthermore, there have been early staff-level discussions of entering into a Memorandum of Understanding (MOU) for the purposes of outlining details associated with the following topics:

- Timing of building demolition and site restoration
- Code requirements associated with abandoned buildings
- Potential use of structure for emergency personnel training purposes prior to demolition
- Future use of Tourist Accommodation Units associated with the property

Sunray Motel

Following an inspection of 2659 Lake Tahoe Boulevard property on March 8, 2022, a Notice and Order to Repair or Abate (notice) was issued. The City Building Official determined that the property contains unlawful conditions that constitute a public nuisance, and which pose a substantial danger to the health, safety, and general welfare of the occupants, the surrounding community, and the public. These unlawful conditions were found to be in violation of multiple provisions of law, including, but not limited to, the California Health and Safety Code, the California Building Standards Code codified in Title 24 of the California Code of Regulations, the California Building Code, the California Fire Code, the California Electrical Code, the California Plumbing Code, the California Mechanical Code, the International Property Maintenance Code and the South Lake Tahoe Code.

Seven inspections were conducted in 2022 between April and September, resulting in a total of $25,032.00 in administrative fines issues to the property owner. On September 20, 2022, City staff determined that the property was vacant and boarded up in order to abate previously cited substandard housing conditions. As of September 2022 the property continues to be subject to the requirements of City Code Chapter 4.65 *Nuisances Consisting of Abandoned or Substantially Damaged Swelling Structures.*

Pursuant to the above city ordinance, the property remains non-compliant. The fifth compliance deadline of January 24, 2024 has passed, and the current administrative penalties are listed on Attachment 2. The total outstanding fees due at the property is $46,032.00 and the sixth compliance deadline is April 24, 2024.

Issue and Discussion: The Sunray Motel continues to be a nuisance due to abandonment and substantial damage to the property. City staff continue working on mitigating the nuisance with the current city code and other regulatory codes.

Staff understands that the Sunray Motel is currently in escrow. Specific details of the escrow are unknown except that the closing date has yet to be finalized. This property is also subject to a lawsuit between the property owner and prospective buyer for a breach of contract (*Sep Hines as Trustee of the Sep Hines Revocable Living Trust v. Yan Jiang et al.*, El Dorado County Superior Court Case No. 23CV1101).

Neither property is a viable site for a city-initiated housing project. The Motel 6 property is not for sale and the CTC has purchased it for a restoration project, specifically for the purpose of reconnecting the wetland that filters water flowing into Lake Tahoe. The CTC has publicly stated its plans to transfer the property's development rights and coverage for future use on town center redevelopment. As stated above, City staff has been in preliminary discussions with CTC staff about the future use of these commodities and any MOU negotiated with the CTC would return to Council for approval.

The Sunray property is in a dilapidated condition and the structures appear to have reached the end of their useful life. The City does not have funds to purchase and redevelop the property for housing at this time. Should the sale to a new owner close, City staff will work with the new owner to address the code violations on the property and expedite redevelopment to get the property back into use. It is important to note that this property is within the proposed Mid-Town Area Plan boundary and its potential uses and redevelopment potential could be influenced by that planning process which is about to begin.

Financial Implications: This report does not have financial implications.

Environmental Considerations: This is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA Guidelines Section 15060(c)(3).

Policy Implications: City Strategic Plan Priority 1 includes the goal of minimizing the impact our built environment has on Lake Tahoe.

CITY OF SOUTH LAKE TAHOE

Development Services Department

January 25, 2024

Certified Mail: 7022 2410 0001 9431 0532

Fragranice Inc. CA Corp.
2659 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150-7700

Subject: Board Up and Property Maintenance Code Violations

Location: 2659 Lake Tahoe Blvd. South Lake Tahoe, CA 96150
Assessor's Parcel Number: 031-257-007-000

Dear Property Owner:

Following an inspection of the above referenced property on March 8, 2022, a Notice and Order to Repair or Abate (Notice) was issued. The Notice informed you of a determination by the City Building Official that the parcel of real property located at the address and Assessor's Parcel Number identified above ("Subject Property") contains unlawful conditions that constitute a public nuisance, and which pose a substantial danger to the health, safety, and general welfare of the occupants, the surrounding community, and the public. These unlawful conditions were found to be in violation of multiple provisions of law, including, but not limited to, the California Health and Safety Code, the California Building Standards Code codified in Title 24 of the California Code of Regulations, the California Building Code, the California Fire Code, the California Electrical Code, the California Plumbing Code, the California Mechanical Code, the International Property Maintenance Code and the South Lake Tahoe City Code as adopted by the City. A 30-day compliance deadline, which expired on April 11, 2022, was provided to address all documented violations.

Pursuant to the above referenced Notice, follow up inspections were conducted on April 13, 2022, May 9, 2022, May 16, 2022, May 24, 2022, June 15, 2022, August 26, 2022, and September 16, 2022, resulting in a total of $25,032.00 in administrative fines issued to the property owner to date.

During a follow up inspection conducted on Tuesday, September 20, 2022, City staff determined that the property was vacant and boarded up in order to abate previously cited substandard housing conditions. However, there remains previously cited violations and conditions that constitute a public nuisance, and which pose a substantial danger to the health, safety, and general welfare of the surrounding community, and the public. The above referenced property is now subject to the requirements of City Code Chapter 4.65.

Chapter 4.65. *Nuisances Consisting of Abandoned or Substantially Damaged Dwelling Structures.* The City Code requires that boarded buildings be rehabilitated for occupancy within 90 days after written notification by the City. The City Code further states:

No person shall allow a building designed for human use or occupancy to stand vacant for more than 90 days, unless one of the following applies:

1. *The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation.*
2. *The building meets all codes, does not contribute to blight, is ready for occupancy, and is actively being offered for sale, lease, rent, or used as a second home.*
3. *The code enforcement officer or his/her designee determines that the building does not contribute to and is not likely to contribute to blight because the owner is actively maintaining and monitoring the building so that it does not contribute to blight. Active maintenance and monitoring shall include:*
   a. *Maintenance of landscaping and plant materials in good condition.*
   b. *Maintenance of the exterior of the building, including but not limited to paint and finishes, in good condition.*
   c. *Regular removal of all exterior trash, debris, and graffiti.*
   d. *Maintenance of the building in continuing compliance with all applicable codes and regulations.*
   e. *Prevention of criminal activity on the premises, including but not limited to use and sale of controlled substances, prostitution, and criminal street gang activity.*

Any owner of a boarded building which remains boarded in violation of this section, or any owner of a building which remains vacant in violation of this section, shall be liable for an administrative penalty in the amount of $1,000 per building for the first violation. A second or subsequent administrative penalty shall be imposed upon any owner pursuant to this chapter if the building remains in violation of this chapter 90 days following the imposition of the first administrative penalty. Additional penalties may be imposed in each 90-day period following the imposition of an administrative penalty under this chapter. Additional penalties may be imposed so long as the violations continue. A second and any subsequent penalty shall be in the amount of $5,000. (Ord. 879 § 1).

CITY OF SOUTH LAKE TAHOE

Development Services Department

Pursuant to the above city ordinance (Ord. 879 § 1). The fourth compliance deadline of January 24,2024, has past, and the property remains non-compliant**. An additional board up administrative penalty of $5000.00 has been assessed.**

Administrative substandard housing fees = $25,032.00
Administrative board up penalty fee = $1000.00
Second Administrative board up penalty fee = $5000.00
Third Administrative board up penalty fee = $5000.00
Fourth Administrative board up penalty fee = $5000.00
Fifth Administrative board up penalty fee = $5000.00
Total outstanding fees now due = **46,032.00**

This letter is sent as a notification to ensure that you are aware of these City ordinances. To avoid escalated enforcement, plans submittal and building permits must be obtained from the City of South Lake Tahoe **by the sixth compliance deadline, or sooner.**

The sixth compliance deadline is: April 24, 2024.

Sincerely,

Zachary Thomas
Director of Development Services

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 23, 2024
Agenda Item #:19

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

Responsible Staff Member: Joe Irvin, City Manager and Susan Blankenship, City Clerk

Attachments:

APC - 04 18 2024.pdf

2024 Agenda Planning Calendar (Updated 04 18 2024)

Department		Agenda Item	Agenda Section
May 7, 9 a.m.	**City Attny/Finance**	Options for Elections Code 9212 Report for Vacancy Tax Initiative	NB
	City Clerk	Proclamation Recognizing May 2024 as "Military Appreciation Month"	Proc
	City Clerk/CM	Pride Month Resolution and Crosswalk Update	NB
	City Manager	Participatory Budget Survey	NB
		Grant Acceptance from Tahoe Fund Supporting Lake Link Electrification	Consent
	Dev. Services	Novin Predevelopment Loan Agreement	Consent
		Mid-Town Area Plan Kickoff	NB
		Local Preference Analysis Professional Service Agreement	NB
		PLHA Grant Application for Sugar Pine Village Phase 2B	Consent
	Finance	Ski Run BID to Levy Assessment for Business License Year 2024/2025	PH
	Fire	Fire Cal Fire Severity Map Ordinance (First Reading)	NB
	Pub Works	Airport Restaurant Lease Agreement	NB
		Purchase of Sweepers for Public Works	Consent
		BAC Active Transportation Project Priorities	NB
May 21, 5:30 p.m.	**City Clerk**	Tentative - Citizen Initiative - Tax on Vacant Residential Units	NB

2024 Agenda Planning Calendar (Updated 04 18 2024)

	City Manager	EV Charging Vendor Services	Consent
		Award of On-Call Electrical/Structural Engineering	Consent
	Dev Services	Annual Development Rights Appraisal Report	NB
	Finance	Quarterly Budget and Financial Status Report as of March 2024	Consent
		Investment Portfolio Report report as of March 2024	Consent
	Fire	Fire Cal Fire Severity Map Ordinance (Second Reading)	Consent
	Parks	Charter Fishing and Public Dock Ordinance 2021-1154 Discussion	NB
	Public Works	Award Lakeview/Harrison ADA Upgrade	Consent
		2024-25 CIP Recommendations	NB
June 4, 9 a.m.	**City Attorney**	Ordinance Amending City Code Ch. 4.150 for 3-cart transition (first reading)	
	City Manager	Grant Acceptance from Tahoe Water Suppliers Association	Consent
		EV Charging Parking Ordinance (First Reading)	NB
	Dev Services	VHR TAU Requirements Discussion	
	Public Works	Award Annual Pavement Rehab Project	Consent
		Award of Pioneer Safety HSIP Project	Consent
		Contract Amend w/ Black Eagle for Annual Pavement Rehab Insp Serv	Consent

2024 Agenda Planning Calendar (Updated 04 18 2024)

		Annual CSA No.3 Public Hearing	PH
June 18, 5:30 p.m. *CC/STRSA	**City Attorney**	Ordinance Amending City Code Ch. 4.150 for 3-cart transition (second reading)	
	City Clerk	Resolution Calling for Consolidated Election - Candidates & Measures	Consent
	City Manager	Cannabis Revenue Grant Program Award Recommendations	UB
		EV Charging Parking Ordinance (Second Reading)	Consent
	Dev. Services	TCAP/TVAP Updates	NB
	Finance	Direct Charge of Mello-Roos Special Tax for CFD 1995-1 for FY 24-25	Consent
		Annual Special Tax for CFD 2001-1 Series 2015 Refunding Bonds for FY 2	STRSA Consent
	Public Works	Award of Tahoe Valley Greenbelt Phase 2	Consent
		Airport Signage	NB
		Award Lakeview and Ski Run Electrical Upgrades	Consent
		Award Stateline Complete Streets Planning & Design	Consent
		Award Airport Pavement Rehab Contract	Consent
		Accept FAA Award for Pavement Rehab	Consent
		Contract Amendment with Javiation for CM Services	Consent
		Annual SB 1 Gas Tax Measure Resolution	Consent

2024 Agenda Planning Calendar (Updated 04 18 2024)

Aug 13, 9 a.m.	**City Mngr.**	Resolution Authorizing Transportation Development Act Claim	Consent
		Transit JPA Update	
		National Community Survey Results	
		Barton Community Health Needs and Harm Reduction Update	
	Finance	Financial Policies Update	Consent
	Public Works	Award Pioneer Trail Phase II Project	Consent
		SS4A Grant Submittal Authorization	Consent
		Award Upper Bijou Creek Drainage Project	Consent
		Award High Priority Pipe Replacement Project	Consent
		TRPA and Rec Facilities JPA Funding for the Bijou Park Connector	
		Award James-Eloise Drainage Upgrade	Consent
		Award of PSA for Dennis Machida Greenway	Consent
Aug 27, 9 a.m.	***Budget Workshop**		
Sept. 10, 9 a.m.	**Dev Services**	Review of Employee Housing Public and Business Outreach Campaign	
		Employee Housing Signage Ordinance	
	Finance	Investment Policy update	Consent

2024 Agenda Planning Calendar (Updated 04 18 2024)

Sept. 24, 5:30 p.m	**City Clerk**	City Council Compensation Ordinance (First Reading)	
	Finance	Quarterly Budget and Financial Status Report as of June 2024	Consent
		Investment Portfolio Report as of June 2024	Consent
Oct. 22, 5:30 p.m.	**City Clerk**	City Council Compensation Ordinance (Second Reading)	
		Conflict of Interest Code Update	
	Finance	GAAN Limit	Consent
		Fiscal Year 2023-2024 Budgeted Funds Re-appropriation	Consent
Nov. 5, 9 a.m.		TID Annual Report	NB
Nov. 19, 5:30 p.m.		Annual ROPS approval	STRSA Consent
STRSA			
Dec. 10, 5:30 p.m.		Quarterly Budget and Financial Status Report as of September 2024	Consent
		Investment Portfolio Report as of September 2024	Consent
Unscheduled/Pending			
	City Clerk	Records Management Policy (Updated)	
	City Manager	Comprehensive Energy Services Contract	
		Municipalization of Electric Utility - Feasability Analysis	
	Dev Services	REACH Code Adoption	

2024 Agenda Planning Calendar (Updated 04 18 2024)

		One-Year Results of Inclusionary Housing Ordinance (December 31, 2024)	
		Res. Area Plan to Accommodate SB9 and Remove Tourist Accomodation	
		City/CTC land exchange agreement	
		Radon Presentation by Jeff Minor	
		Building Code Appendix AW adoption-3D printed structures	
		Discussion: Second Home Cap/Permit Options (9/2024)	
	Finance	Disolution STJPPFA	Consent
	Parks & Rec	Rec Center Fee Discussion	
	Public Works	Hwy 50/89 Concrete/Pavement Option	

ATTACHMENT 1

California Tahoe Conservancy
Resolution
23-12-06
Adopted: December 14, 2023

DENNIS T. MACHIDA MEMORIAL GREENWAY GRANT

Staff recommends that the California Tahoe Conservancy (Conservancy) adopt the following resolution pursuant to Government Code section 66907.7.

> "The Conservancy hereby authorizes staff to award a grant to the City of South Lake Tahoe for up to $800,000 for feasibility, planning, and environmental review of the next section of the Dennis T. Machida Memorial Greenway Class 1 paved shared-use trail from its current terminus at Herbert Avenue towards Ski Run Boulevard and Van Sickle Bi-State Park, and to take all other necessary steps consistent with the accompanying staff recommendation."

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Conservancy at a meeting thereof held on the 14th day of December, 2023.

In WITNESS THEREOF, I have hereunto set my hand this 14th day of December, 2023.

Jane Freeman
_____
Jane Freeman
Deputy Director

SCO ID: 3125-CTA23018L

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
CTA23018L	TAH-3125

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Tahoe Conservancy

CONTRACTOR NAME

City of South Lake Tahoe

2. The term of this Agreement is:

START DATE

March 1, 2024 or upon approval by all parties, whichever is later

THROUGH END DATE

March 15, 2028

3. The maximum amount of this Agreement is:

$800,000.00 Eight Hundred Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
		Grant Agreement	10
	Exhibit A	Scope of Work and Grant Schedule	3
	Exhibit B	Budget Detail and Payment Provisions	4
+ -	Exhibit C	List of Assurances	3
+ -	Exhibit D	Request for Disbursement Request	2
+ -	Exhibit E	Eligible and Ineligible Costs	1
+ -	Exhibit F	Reporting and Data Requirements	3
+ -	Exhibit G	Mandatory Insurance Provisions	4

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of South Lake Tahoe

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1901 Lisa Maloff Way	South Lake Tahoe	CA	96150

PRINTED NAME OF PERSON SIGNING	TITLE
Anush Nejad	Director of Public Works or appointed designee
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
CTA23018L	TAH-3125

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Tahoe Conservancy			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1061 Third Street	South Lake Tahoe	CA	96150
PRINTED NAME OF PERSON SIGNING	TITLE		
Jane Freeman	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Local Assistance Grant		

GRANT AGREEMENT

THIS AGREEMENT (Agreement) is entered into between the California Tahoe Conservancy (Conservancy) and the City of South Lake Tahoe (Grantee) effective upon the date this Agreement has been fully executed by both parties (Effective Date).

1. Scope of Agreement

The Conservancy, pursuant to its Resolution no. 23-12-06 of December 14, 2023 and Section 21000 et seq. and Section 66907.7 of the Government Code, grants to the Grantee a sum not to exceed **eight hundred thousand dollars ($800,000)**, subject to the terms and conditions set forth below.

These funds shall be used for feasibility analysis, planning, and environmental review of the next section of the Dennis T. Machida Memorial Greenway, as described in Exhibit A (Project).

The Grantee hereby agrees to complete the Project in accordance with:

a. The terms and conditions of this Agreement;
b. The Scope of Work and Grant Schedule described in **Exhibit A**; and
c. The Budget Detail as set forth in **Exhibit B**.

The Grantee shall at all times exercise responsibility over the Project.

2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

a. Exhibit A, Scope of Work and Grant Schedule;
b. Exhibit B, the Budget Detail;
c. Exhibit C, the Grantee's List of Assurances;
d. Exhibit D, Request for Disbursement Form;
e. Exhibit E, Eligible and Ineligible Costs;
f. Exhibit F, Reporting and Data Requirements; and
g. Exhibit G, Mandatory Insurance Provisions.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the body of the Agreement; (2) the Scope of Work and Grant Schedule; (3) the Budget Detail; (4) the List of Assurances; (5) the Eligible and Ineligible Costs; (6) the Mandatory Insurance

Provisions; (7) the Reporting and Data Requirements; and (8) the Request for Disbursement Form.

3. Scope of Work

The Scope of Work, **Exhibit A**, describes the tasks and deliverables funded by this grant. The Scope of Work may be modified upon Grantee's submission of a modified Scope of Work and the Executive Director's (or designee's) written approval.

4. Other Contractors

Nothing in this Agreement shall create any contractual relationship between any third party contractor and the Conservancy.

5. Publicity and Acknowledgment

Grantee agrees that it will acknowledge the Conservancy's support whenever work funded in whole or in part by this Agreement is publicized in any news media, brochures, articles, seminars, or other type of promotional material.

6. Copies of Data, Plans and Specifications, Reports

Grantee shall provide the Conservancy with copies of all data, design plans, specifications, photographs, audio and video productions, films, recordings, reports, findings, and recommendations of every description or any part thereof, prepared under this Agreement in accordance with the Reporting and Data Requirements, **Exhibit F**.

All material, data, information, and written, graphic, or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this Agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, for or on behalf of the Sate or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark, or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive, and irrevocable license to use, reproduce, and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party, through the Conservancy, to use, reproduce, publish, create derivative

works, display, or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

Grantee shall submit all electronic data collected and created under this Agreement to the Conservancy. A condition of final payment under this Agreement includes delivery of all related data in the format requested. The Conservancy reserves the right to conduct technical review of interim or final grant deliverables prior to making reimbursement or final payments.

7. Scope of Work Completion

Grantee shall complete the Scope of Work by the completion date provided in the Grant Schedule in **Exhibit A.** Upon completion of the Scope of Work, the Grantee shall supply the Conservancy with evidence of completion by submitting: (1) the work products specified in **Exhibit A**; (2) the Final Report specified in **Exhibit F**; and (3) a fully executed final Request for Disbursement form, **Exhibit D**. Within thirty (30) days of Grantee's compliance with this Section, the Conservancy shall determine whether the Scope of Work has been satisfactorily completed. If the Conservancy determines that the Scope of Work has been satisfactorily completed, the Conservancy shall issue to the Grantee a Letter of Acceptance of the Scope of Work. The Scope of Work shall be deemed complete as of the date of the Letter of Acceptance.

8. Progress Reports and Final Report

The Grantee shall submit progress reports and a Final Report consistent with **Exhibit F** and the Scope of Work (**Exhibit A**). Progress reports shall be submitted semi-annually (April and October). The Final Report shall be submitted on or before the completion date listed in the Grant Schedule as described in **Exhibit A**. A request for final payment should be submitted in conjunction with, but not as a portion of, the Final Report.

9. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in **Exhibit B**.

10. Term of Agreement; Termination

This Agreement shall take effect upon the Effective Date. The term of the Agreement shall run from the Effective Date through **March 15, 2028** (the End Date) unless otherwise terminated or amended as provided herein.

Prior to completion of the grant, for any discrete component of the Scope of Work, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the Conservancy, Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by Grantee in the performance of this Agreement until the date of actual termination, but in any case, not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to complete the work in accordance with this Agreement or fails to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director (or designee) does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision.

Following notice of intent to terminate, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Scope of Work, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This Section shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

11. Liability

The Grantee shall indemnify, and save harmless the Conservancy and its members, Directors, members, agents and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the planning, design, or existence of the Project, except to the extent of, and in direct proportion to the active negligence or the intentional wrongdoing of the Conservancy, or its member(s), Director(s), agent(s) or employee(s), which arises other than from (1) a failure by the Conservancy to warn of hazards, based upon its review or inspection of the Project plans, designs, specifications or site(s), and/or (2) the omission by Conservancy to review or inspect said plans, designs, specifications or site(s).

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the Conservancy to the Grantee and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its Directors, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence or the intentional wrongdoing of Conservancy, its member(s), Director(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

12. Insurance

Grantee shall procure and maintain insurance, as specified in **Exhibit G**, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the Grantee or its agents, representatives, employees, or contractors associated with the Project undertaken pursuant to this Agreement. Grantee shall be responsible for all deductibles in all Grantee's insurance policies.

As an alternative, with the written approval of the Conservancy's Executive Director (or their designee), the Grantee may satisfy the coverage requirements in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this Agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the Grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California and Nevada for implementation of the Project or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of **Exhibit G** attached hereto. In addition, Grantee shall make reasonable efforts to assure that the Conservancy, and its members, Directors and employees are included as additional insureds under the insurance required by said **Exhibit G**, and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Conservancy as soon as practical. In the event the contractor or third party is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the

Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project or a portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their members, Directors and employees, or any of them, for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

In the event that the insurance coverage cannot be obtained, or is canceled or reduced below the minimums required herein, the Conservancy may in its sole discretion waive, in part or in whole, the insurance requirements set forth above; provided, however, that the Conservancy may reinstate such requirements if it determines there has been a change of circumstances.

13. Travel

Travel-related expenses may not exceed the State travel reimbursement rate in effect during the term of this Agreement. For details, see the Department of Human Resources (CalHR) Travel Reimbursements website at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

The Conservancy will only reimburse Grantee for actual expenses incurred that are directly related to the performance of this Agreement. No travel outside the State of California shall be reimbursed unless approved in writing in advance by the Conservancy. Grantee shall ensure that travel costs, if any, are identified in the Budget and are tied to tasks and deliverables in the Scope of Work.

14. Audits/Accounting/Records

The Grantee shall establish an official file for the grant. The file shall contain adequate documentation of all actions that have been taken with respect to the grant Scope of Work.

Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all grant funds. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial

reports and billings. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all grant funds. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the Scope of Work must be preserved a minimum of three (3) years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the State of California.

The State of California and the Conservancy reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the completion or termination of the Scope of Work. At any time, the Conservancy may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

15. Independent Status of Grantee and Conservancy

The Grantee, its agent(s) and employee(s), and the Conservancy, its agent(s) and employee(s), in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the respective parties.

16. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions

of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

17. Assignability

Without the written consent of the Conservancy or its successors, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

18. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete the Scope of Work. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified date.

19. Amendment

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

Any request to extend the term of the Agreement beyond March 15, 2028, must be submitted to the Conservancy in writing no later than November 15, 2027. Approval of any time extension (Completion Dates or term of Agreement) is at the sole discretion of the Conservancy.

20. Grant Coordinator(s)

Scott Cecchi, (or such other person(s) as the Executive Director may designate from time to time), is designated the Conservancy's Grant Coordinator for this grant. The Grantee’s officer with responsibility for administering this Agreement is the Public Works Director, or their designee.

21. Conservancy Approvals

All actions and approvals, required to be taken by the Conservancy under this Agreement, may be taken by the Executive Director or a designee.

22. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Public Works Director, or a designee.

23. Sections and Headings

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

24. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other shall be thereby affected or impaired.

25. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Scope of Work and may not be modified except by an instrument in writing signed by all parties to the Agreement.

26. Russian Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that

shall be grounds for termination of this agreement. The Conservancy shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

27. Survival of Terms

The following provisions survive the expiration, termination or cancellation of this Agreement: Publicity and Acknowledgement; Copies of Data; Plans and Specifications; Reports; Liability; Audits/Accounting/Records.

EXHIBIT A
Scope of Work and Grant Schedule

Project: Dennis T. Machida Memorial Greenway Project
Location: Linear trail planning corridor extending north from Herbert Avenue to Ski Run Boulevard and potentially beyond towards Van Sickle Bi-State Park
Timeframe: 2024 – 2028
Amount: $800,000

Using this grant, the City will identify a feasible route to extend the Dennis T. Machida Memorial Greenway from Herbert Avenue to Ski Run Boulevard and possibly beyond, depending on the feasibility of doing so. The City will evaluate several potential Class 1 trail alignments and consider multi-benefit opportunities such as wildlife habitat connectivity, water quality improvements, road alignments, and school and neighborhood connections. The City will seek public input and, through the Project Technical Advisory Committee (TAC), select a preferred alignment. The City will also use the grant funding to complete environmental review pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and Tahoe Regional Planning Agency (TRPA) requirements. This grant supports consultant contracts and City staff time needed to complete the tasks and deliverables described below.

Grant Schedule

All activities under this grant will be completed by **March 15, 2028**. The following table provides estimated start dates for Project subtasks. It is understood that start dates may vary from those listed, depending on progress with each subtask and other factors.

Task #	Task	Estimated Start Date
1	Planning and feasibility analysis	
1.1	Alternatives Analysis	Summer 2024
1.2	Selection of a preferred trail alignment	Fall 2024
1.3	Preliminary Engineering	Spring 2025
1.4	Outreach	Summer 2024
1.5	Right-of-Way	TBD
1.6	Permitting Strategy	TBD
1.7	Meetings	As needed
1.8	Consider wildlife crossing at Bijou Park Creek	Summer 2024
2	Environmental review	
2.1	Outreach	Spring 2025
2.2	Environmental review	Summer 2025
2.3	Meetings	As needed

Tasks and Deliverables

Task 1: Planning and Feasibility Analysis

The City will advance the Project towards implementation. The City will actively manage all Project activities, including any required coordination and landowner engagement. The City will work closely with the Conservancy and the TAC.

Subtasks:

1.1 Alternatives analysis – The City will evaluate several potential Project alignments, including the Conservancy's 2011 proposed alignment, and compare them to assess implementation feasibility. The feasibility analysis shall include engagement with applicable landowners to ensure that Right-Of-Way can be secured.

1.2 Selection of a preferred trail alignment - The City will seek public input and, through the TAC, select a preferred alignment that is feasible to construct, operate, and maintain.

1.3 Preliminary engineering – The City will complete up to 60% designs for the selected alignment to support environmental analysis. If the original 2011 alignment is selected as the preferred alternative, the existing plans and environmental analysis will be updated.

1.4 Outreach - The City will outreach to relevant community organizations, agencies, the Washoe Tribe, and the public as needed or required to obtain all Project approvals needed for implementation. The City will hold at least one community meeting during the feasibility study process and will provide Spanish translation or take other steps to allow for meaningful input by Spanish speakers. Ideally, the City will hold a separate community meeting in Spanish at a time and location that is central, accessible, and welcoming to the Spanish-speaking community. The City will provide bilingual outreach for public meetings, including signage in the Project area and social media outreach. The City will invite the Washoe Tribe to sit on the Project TAC.

1.5 Right-of-Way – The City will negotiate Right-of-Way agreements with landowners as may be needed for Project implementation.

1.6 Permitting Strategy – the City will coordinate a permitting strategy with all applicable permitting agencies.

1.7 Meetings - The City will coordinate meetings with the TAC and the Conservancy as needed.

1.8 Consider wildlife crossing at Bijou Park Creek – The City, in coordination with the Conservancy, will evaluate the feasibility of including a wildlife crossing at Bijou Park Creek as part of the Project. Evaluation will include the feasibility of constructing the crossing and securing funding to support this potential Project element.

Deliverables include:

1. Digital copy of alternatives analysis products, including GIS shapefiles
2. Digital copy of selected trail alignment, including GIS shapefiles
3. Digital copy of engineered plan sheets, including selected GIS shapefiles
4. Digital copy of outreach documentation
5. Secured right-of-way agreements for the selected trail alignment
6. Meeting notes
7. Progress Reports and Final Report

Task 2: Environmental Review

Subtasks:

2.1 Outreach - The City will outreach to other entities, agencies, and stakeholders, including the Washoe Tribe, and the public regarding potential environmental impacts.

2.2 Environmental review – The City will complete all environmental review necessary to implement the selected alignment in compliance with CEQA, NEPA, and TRPA requirements.

2.3 Meetings – The City will coordinate meetings with the TAC and the Conservancy as needed.

Deliverables include:

1. Digital copy of outreach documentation
2. Administrative draft CEQA/NEPA/TRPA environmental compliance document(s), including resource surveys (as allowable), mitigation monitoring and reporting plan. This administrative draft shall be provided to the Conservancy for review and comment at least 45 days prior to public dissemination.
3. Final CEQA/NEPA/TRPA environmental compliance document(s), signed by the City and filed with the California Office of Planning and Research.
4. Meeting notes

EXHIBIT B
Budget Detail and Payment Provisions

Project: Dennis T. Machida Memorial Greenway Project

Grant Budget
The budget has been authorized for a maximum of $800,000.

Grant Tasks	Amount
Planning and feasibility analysis	$500,000
Environmental review	$300,000
Grant Total	**$800,000**

1. Expenditure of Funds and Allocation of Funding Among Budget Items

A. Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Grant Budget above. If necessary, the Grantee shall submit a written request to revise the dollar amount of an item which may be increased by up to ten percent (10%) in the Grant Budget through a reallocation of funds from another item(s). The Grantee shall notify the Conservancy in writing at the time of requesting any such reallocation, and shall identify both the item(s) being increased and those being decreased. For any increase of more than ten percent (10%), the Grantee must include a reasonable justification for the reallocation of funds, and shall not proceed without written approval of the change by the Conservancy.

B. Should a reallocation of the Grant Budget become necessary, the grantee must submit, in advance, a written request no later than thirty (30) days prior to the submission of an invoice requiring a budget reallocation.

2. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Conservancy agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. The Grantee shall request disbursement by filing with the Conservancy a fully executed "Request for Disbursement" form, using the template attached as **Exhibit D**, which contains:

- The invoice number;
- Grantee's name and address;

- The number of the Agreement (i.e., CTA23018L);
- The date of the submittal;
- The amount of the invoice;
- The period of time for the services invoiced;
- Contact person and phone number;
- The expenditures broken down by task as shown in **Exhibit B;**
- The itemized documentation of all work done for which disbursement is requested, including complete timesheets and receipts; and
- The signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

- Any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Scope of Work funded under this Agreement; and
- Documentation of the completion of the portion of the Scope of Work for which disbursement of grant funds is requested.

C. Invoices shall be submitted not more frequently than monthly, but no less than quarterly, in arrears to accounts.payable@tahoe.ca.gov.

D. The Final invoice must be clearly marked as "FINAL" **and must be submitted no later than April 15, 2028.**

E. Invoices must be received within 14 days of the date on the invoice. Invoices received more than 14 days from invoice date may be rejected and a new invoice required.

F. Invoices submitted without proper documentation or other deficiency will be disputed within 10 days of receipt of the invoice. Payment will be withheld until the deficiency is cured.

3. Costs and Disbursements

Upon determination by the Conservancy that all conditions precedent to disbursement have been fully met, the Conservancy shall disburse to the Grantee, in accordance with the approved Grant Budget, a total amount not to exceed the amount of this grant, as follows:

Disbursements of grant funds shall be made incrementally as separate components of the Scope of Work are satisfactorily completed and shall be on the basis of costs

incurred. Ten percent (10%) per invoice shall be withheld to ensure satisfactory completion of the Scope of Work.

The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Scope of Work, submittal of a Final Report, and a fully executed final Request for Disbursement substantially in the form of **Exhibit D**; and (2) final approval of the completed Scope of Work by the Grant Coordinator.

Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, the Conservancy will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.

The Conservancy will make best efforts to forward each completed and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within thirty (30) working days of receipt by the Conservancy.

4. <u>Budget Contingency Clause</u>

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate or reappropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

C. In the event of termination, the parties agree to take all reasonable measures to prevent further costs under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by the Grantee in the performance of this Agreement until notice of termination.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
List of Assurances

By entering into the foregoing Agreement, the Grantee assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of Conservancy funds for the Scope of Work. Also, the Grantee gives assurance and certifies with respect to the grant that:

1. Grantee possesses legal authority to apply for and receive the grant funds and that where appropriate, a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Grantee has sufficient funds or commitments for sufficient funds to complete the Scope of Work, over and above the portion to be borne by the Conservancy.

3. Except as otherwise provided by law, Grantee will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

4. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."

5. Grantee will cause work on the Scope of Work to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the work to completion with reasonable diligence.

6. Grantee agrees to use licensed professionals to perform services under this Agreement where such services are called for including legal, engineering, architectural and environmental sciences, qualified and licensed in the State of California.

7. Grantee shall comply with applicable State laws which may include (1) the Public Contract Code, including the State Contract Act; (2) the payment of workers compensation and where applicable the payment of prevailing wages; (3) building and health and safety code and disabled access law; and (4) the applicable requirements of the California Environmental Quality Act.

8. Grantee certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Grantee shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Any individual who has participated in planning or setting priorities for a project funding solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through that solicitiaton.

Failure to comply with conflict of interest laws, including business and financial disclosure provisions may result in the Agreement being declared void or other legal action.

9. Grantee maintains a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.

(c) Submitting a drug-free workplace certification California State Form STD-21; and

(d) Requiring that each employee engaged in the performance of the agreement to comply with the certification.

10. Grantee will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including

pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee shall ensure that the evaluation and treatment of our/their employees and applicants for employment are free from such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov Code. § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fire Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

EXHIBIT D
Request for Disbursement

CALIFORNIA TAHOE CONSERVANCY
REQUEST FOR DISBURSEMENT TEMPLATE

(Reference Instructions on following page - Failure to follow instructions may result in non-payment)
THIS OFFICIAL REQUEST FORMAT MAY NOT BE MODIFIED

From:	**To:**
City of South Lake Tahoe	Accounts Payable
1901 Lisa Mayloff Way	California Tahoe Conservancy
South Lake Tahoe, CA 96150	1061 Third Street
	South Lake Tahoe, CA 96150
	accounts.payablel@tahoe.ca.gov

CTC Grant Agreement No: CTA23018L
Purchase Order No:
① Grantee Request No.: 23018L-1
② Billing Period:
③ Submittal Date:

	GRANT FUNDS ONLY					
Line Items	**Grant Allotment** (per line item of N/A)	④ **Previous Expenditures to Date** (From previous invoice)	⑤ **Current Expenditures** Grant Funds Only	⑥ **Total Expenditures to Date** ④ + ⑤ = ⑥	**% of Line Item Budget Spent to Date** ⑥ ÷ Grant Allotment = %	⑦ **If Applicable: Match For This Reporting Period Only**
Planning and feasibility analysis	$500,000	$0.00	$0.00	$0.00	0.00%	$0.00
Environmental review	$300,000	$0.00	$0.00	$0.00	0.00%	$0.00
		$0.00	$0.00	$0.00	#DIV/0!	$0.00
TOTALS	$800,000.00	$0.00	$0.00	$0.00	0.00%	$0.00

FOR CTC STAFF
CTC Initials/Date

FOR DGS-CFS STAFF
Date Received from DWQ
Date to Accounting

⑧ **Total Amount Due This Request**

⑨ ☐ **Final Request for Disbursement**

10% Withheld (Retention)
10% of total grant award will be held until final report is submitted, approved, and project is 100% complete.

CTC Date Stamp	DGS-CFS Date Stamp

GRANTEE SIGNATURE

⑩ **Grantee Project Director or Designated Representative** **Date**

By signing this request for disbursement I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knokwledge and belief, is accurate. I certify that any and all fees due to the California Tahoe Conservancy have been paid. I am aware that there are significant penalties for submitting false or misleading information.

FOR STATE USE ONLY

⑪ **Grant Manager** **Date**

I certify that this request for disbursement, to the best of my knowledge and belief, is accurate and complete and I approve payment.

Rev. 2-11-14

Instructions for Grant Program Request for Disbursement

Information pertaining to this Grant program request for disbursement template is located in Exhibit B of the executed Grant Agreement.

FOR STATE USE ONLY

Line Item: Line Item listed per Exhibit B - Line Item Budget

Grant Allotment: Amounts allotted to Line Item Budget per Exhibit B of Grant Agreement.

% of Line Item Budget spent to date: Calculation of total expenditures divided by Grant Allotment. Shouldn't exceed 100%

TO BE COMPLETED BY GRANTEE/PROJECT DIRECTOR

① **Grant Request Number:** Assign a sequential grant request for disbursement number, for example: 1, 2, 3.

② **Billing Period:** Enter Billing Period of work performed. Example for quarterly billing: Jan 1, 2015 to Mar 31, 2015. Example for monthly billing: Jan 1, 2015 to Jan 31, 2015.

③ **Date:** Enter the Date the request is submitted.

④ **Previous Expenditures to Date:** From the last request for disbursement, enter line item amounts from "**Total Expenditures to Date.**" If first request, enter zero (0).

⑤ **Current Expenditures** (Grant Funds Only): Enter the current grant fund charges for this billing period.

⑥ **Total Expenditures to Date:** This is calculated by adding the Previous Expenditures and Current Expenditures.

⑦ **If Applicable:** Match Amount For This Request: COMPLETE ONLY IF MATCH IS INCLUDED IN THE GRANT AGREEMENT BUDGET. Enter the match dollars applied to this billing period.

⑧ **Total Amount Due This Request:** The amount due is the Total Current Expenditures.

⑨ **Final Request:** Check this box for final request for disbursement only.

⑩ **Grantee Program Director or Designated Representative:** Original signature and date (in ink).

FOR STATE USE ONLY

⑪ **Grant Manager:** Original signature and date (in ink).

EXHIBIT E
Eligible and Ineligible Costs

In general, only costs for items within the Scope of Work and the timeframe of the grant agreement are eligible for payment. Eligible expenses may be incurred by the grantee after the agreement is fully executed.

Eligible activities and expenses include, but are not limited to:

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers)
- pre-construction monitoring related to the goals of the project
- project management/administration
- preparation of contract documents
- preparation of grant-required documents
- project specifications, engineering, and cost estimates
- preparation and processing of permit applications, including SWPPPs
- other relevant costs approved by Conservancy staff

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before effective date of the grant agreement
- all costs related to the preparation and submittal of the grant application
- staff time beyond administration of grant products and requirements
- food, refreshments, and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- ongoing project site operations and maintenance
- travel not expressly identified in the grant budget
- per diem and mileage expenditures or at levels above State-authorized per diem amounts. Current rates are available online in chapter 700 (Travel) of the *California State Administrative Manual*
- funding for a purchase price above the appraised fair market value
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project

EXHIBIT F

REPORTING AND DATA REQUIREMENTS

WEBSITE ACCESSIBILITY

In accordance with California's Assembly Bill 434, documents prepared for publication on California State agency websites must comply with Level AA success criteria found in Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium (Gov. Code, § 11546.7., 7405 and 11135). Visit the California Department of Rehabilitation website for more details: https://www.dor.ca.gov/Home/AB434.

All deliverable documents must be submitted in Adobe PDF format, with a copy of a successful accessibility check report from Adobe Acrobat Pro CC. In addition, all original source documents (MS Office, Adobe Creative Cloud, etc.) must be delivered. For documents originating in Word, the original MS Word document in DOCX format must be provided, using the most recent version of MS Word, with a copy of a successful accessibility check report from Microsoft Word.

REPORTING ELEMENTS

· Project Name, CTA#
· Date Submitted; Reporting Period; Prepared by
· Invoice Number
· Summary of work completed during reporting period
· Discussion of any challenges or opportunities encountered
· Schedule Assessment (describe extent to which project is on track with the submitted schedule)
· Financial Analysis (describe extent to which the project costs are consistent with the submitted budget)
· Draft products, reports, interim findings, or other relevant data or materials produced
· Production Summary Table:

Product	Scheduled delivery date	Actual delivery date	Amount expended this period	Total amt. expended to date	% of total budget expended to date	Percent of task complete	Status

ANNUAL EIP REPORTING

· Grantees must submit their project to the Environmental Improvement Program (EIP) tracker (https://eip.laketahoeinfo.org/) within three months of grant agreement start date.
· Consult with the Tahoe Regional Planning Agency (TRPA) on EIP reporting, tracking, and performance requirements and complete reporting requirements (as applicable).

FINAL REPORTING

· Project Name, CTA#
· Date Submitted; Prepared by

· Brief summary of the objectives of the project and how these objectives were accomplished
· Findings, conclusions, data or recommendations for follow-up or ongoing activities
· Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.)
· Statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding
· Media coverage, as well as all promotional and educational materials produced
· Workplan work products and data, including public and agency meeting summaries (electronic)

METADATA STANDARD

The standard for GIS metadata in the State of California will adhere to the Federal Geographic Data Committee (FGDC) Standard. Organizations are free to develop, edit and enhance their organizational metadata based on the full FGDC standard, but as a minimum, the California Minimum Metadata Data Standard will provide organizations that ability to comply and document GIS data with the elements outlined below.

The FGDC Standard and the California Minimum Metadata Standard will apply to all authoritative and finalized GIS data products – to include both Raster and Vector data formats.

Abstract: Briefly describe what the dataset is about (who, what, where, when). Include any limitations of the dataset, assumptions made, and if there is anything special that the user of these data should be aware of.

Name: Uniquely identifies the dataset

Purpose: Briefly describe why the dataset was created.

Date: The date or range of dates when the data were gathered, or the date the photos, maps or other items at the core of the data set, were created.

Contact: Contact information for an individual or organization that is knowledgeable about the data set. Include:

Organization's Name: Program, administrative unit, and agency, company, or group name
Telephone Number: Including Area Code
E-Mail address: (Generic email address)

Field Definitions: List and define each field,

Abbreviation Definitions: For any field that contains numeric or alphabetic codes (e.g., SAC = Sacramento County), list each code/abbreviation and provide an unabbreviated definition.

Access/Use Constraints: Is there a need to limit who has access to see or read this dataset? If so, specify. If not, put "None". Also include how the data should be cited, if you want something specific.

Distribution: Define distribution constraints. Also designate the location of the data. If the data is distributed as a web service or end point, provide the url or link to the service

Progress: Complete or Incomplete.

Update Frequency: Possible values are: Continually, Daily, Weekly, Monthly, Annually, Unknown, As Needed, Irregular, None Planned, or …..

Projection: What is the Projected Coordinate System name?
Please define the ***complete*** projection information for your data here

Datum Which Datum is the projection in?
NAD83 (GCS_North_American_1983) (preferred)
NAD27 (GCS_North_American_1927)
WGS84 (WGS_1984)

ISO Topic Category and Category Code:

Farming	001
Biota	002
Boundaries	003
Climatology/ Meteorology/ Atmosphere	004
Economy	005
Elevation	006
Environment	007
Geoscientific Information	008
Health	009
Imagery/BaseMaps/ EarthCover	010
Intelligence/Military	011
Inland Waters	012
Location	013
Oceans	014
Planning / Cadastre	015
Society	016
Structure	017
Transportation	018
Utilities / Communication	019

Keywords: keyword tags that define the data. Example: Forest Cover – trees, canopy, woodland, coniferous, etc…

EXHIBIT G

MANDATORY INSURANCE PROVISIONS

Does not apply to State of California and Nevada Departments – Applies to ALL Subcontractors

INSURANCE. Throughout the time period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. Contemporaneous with the signing of this agreement, the CONTRACTOR shall file with a Certificate of Insurance, with a Best's Rating of no less than A:VII for Professional Liability Insurance and A:V for all other insurance showing. Documentation of such rating shall be provided at the same time Insurance Certificates are submitted.

In the event any policy is canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate of insurance prior to cancellation, the insurance shall be obtained on Contractor's behalf and the cost of the premium(s) shall be deducted from contract monies due the CONTRACTOR.

Worker's Compensation and Employers Liability Insurance:

By their signature hereunder, as CONTRACTOR, each person signing this agreement on behalf of the CONTRACTOR certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this contract.

If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS ($1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS ($1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy"

CONTRACTOR shall require all SUBCONTRACTOR to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be submitted upon demand.

General Liability Insurance:

CONTRACTOR shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- TWO MILLION DOLLARS ($2,000,000) each occurrence
- TWO MILLION DOLLARS ($2,000,000) aggregate

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- TWO MILLION DOLLARS ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- TWO MILLION DOLLARS ($2,000,000) Personal Injury Liability
- TWO MILLION DOLLARS ($2,000,000) for Products-Completed Operations
- TWO MILLION DOLLARS ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be THREE MILLION DOLLARS ($3,000,000).

Special Claims-Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written approval which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- TWO MILLION DOLLARS ($2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- TWO MILLION DOLLARS ($2,000,000) aggregate for Products Completed Operations
- TWO MILLION DOLLARS ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverage:

If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all polices shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved as noted above. In no cases shall the types of policies be different.

Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1) "_____ and the State of California, California Tahoe Conservancy, *its* officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

2) "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by _____ and no insurance held or owned by the California Tahoe Conservancy shall be called upon to contribute to a CONTRACTOR loss. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy.

Additional Liability Insurance

CONTRACTOR . shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than two million dollars ($2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles, trucks, and other vehicles.

Additional Requirements

Premium Payments: The insurance companies shall have no recourse against the California Tahoe Conservancy and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to Grantor approval.

CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.